

Camden County Board of Commissioners

Regular Meeting

April 16, 2007

7:00 p.m.

Historic Courtroom

Camden, North Carolina

MINTUES

The regular meeting of the Camden County Board of Commissioners was held on Monday, April 16, 2007 at 7:00 p.m. in the Historic Courtroom, Camden, North Carolina. The following members were present:

Chairman Jeffrey B. Jennings

Vice Chairman Philip Faison

Commissioners Melvin J. Jeralds, Carolyn O. Riggs and Mike Andrews

Also attending was County Manager Randell Woodruff, Deputy Clerk to the Board Lori Tuss and County Attorney John Morrison.

Chairman Jeffrey Jennings called the meeting to order. Commissioner Philip Faison gave the invocation and led the Pledge of Allegiance.

FY2006-2007 NCDOT Secondary Road Improvement Program

Anthony Roper and NCDOT staff presented the FY2006-2007 NCDOT Secondary Road Improvement Program.

Commissioner Andrews made a motion to accept the FY2006-2007 NCDOT Secondary Road Improvement Program as presented. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Public Comments

Chairman Jeffrey Jennings called for any comments from the public.

Robert Noble, 134 Hertage Drive, spoke in opposition of the Black Bear Landfill.

Perry Morrow, 150 Keeter Barn Road, spoke in opposition of the Black Bear Landfill.

Dennis Morse, 711B Main Street, asked to see the Black Bear Landfill franchise agreement. Attorney John Morrison provided a copy for Mr. Morse.

Willie Gallop, 366 Neck Road, inquired if NCDOT was going to erect guardrails on Wickham Road due to washouts during rains or storms.

Cheryl Morrow, 150 Keeter Barn Road, spoke in opposition of the Black Bear Landfill and provided photos of US 17 during Hurricane Dennis and Hurricane Floyd.

John Zelnick, 201 Run Swamp Road, spoke regarding the process for setting a revenue neutral tax rate.

Gwen Wescott, 305 Robert Street, gave a report as representative on the Eastern Area Regional Library Board. Mrs. Wescott urged everyone to use and support the library and stated National Library Week is April 16 – April 20, 2007.

Consideration of Agenda

Chairman Jeffrey Jennings added *Item 5. A. Consideration of the April 2, 2007 Regular Meeting.*

Commissioner Mike Andrews asked that *Item 9. B. Closed Session for the purpose of consultation with Attorney regarding the Black Bear litigation* be added to the agenda.

Commissioner Melvin Jeralds made a motion to approve the agenda as amended. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Consideration of Minutes – April 2, 2007 Regular Meeting

Commissioner Philip Faison made a motion to approve the minutes of the April 2, 2007 regular meeting subject to correction of typographical and technical errors. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Consideration of Ordinance No. 2007-03-05 - An Ordinance of the Board of County Commissioners of Camden County Amending the Franchise For A Sanitary Landfill Awarded to Black Bear Disposal, LLC, By Extension of Its Commencement Date for Additional Consideration and Limitation of Its Service Area and Adding Waste Industries USA, Inc. as a Party

A public hearing was held on March 19, 2007 to receive comments from the public regarding Ordinance No. 2007-03-05.

Consideration of Ordinance No. 2007-03-05 passed at the April 2, 2007 regular Commissioners meeting.

Commissioner Mike Andrews asked who was representing Black Bear Disposal.

Attorney Grady Shields acknowledged Commissioner Mike Andrews as representing Black Bear Disposal.

Commissioner Phillip Faison made a motion to approve Ordinance No. 2007-03-05 for the second reading. The motion passed with Commissioners Melvin Jeralds, Philip Faison and Chairman Jeffrey Jennings voting aye; Commissioners Carolyn Riggs and Mike Andrews voting no; no Commissioner absent; and no Commissioner not voting.

Approved Ordinance No. 2007-03-05 reads as follows:

Ordinance No. 2007-03-05

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CAMDEN COUNTY AMENDING THE FRANCHISE FOR A SANITARY LANDFILL AWARDED TO BLACK BEAR DISPOSAL, LLC, BY EXTENSION OF ITS COMMENCEMENT DATE FOR ADDITIONAL CONSIDERATION AND LIMITATION OF ITS SERVICE AREA AND ADDING WASTE INDUSTRIES USA, INC. AS A PARTY.

WHEREAS, G.S. § 153A-136 provides that a county may grant a franchise to one or more persons for the disposal of solid wastes in the county, and

WHEREAS, G.S. § 130A-294(b1)(3) requires an applicant for a sanitary landfill permit to obtain from each local government having jurisdiction over any part of the proposed sanitary landfill a franchise for the operation of the same, and

WHEREAS, Camden County Ordinance No. 2002-10-01 ("AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CAMDEN COUNTY RELATING TO A FRANCHISE ORDINANCE FOR SANITARY LANDFILLS") authorizes the County Commissioners to award a franchise for sanitary landfill services and to enter into a franchise agreement with the franchisee, and

WHEREAS, Camden County and Black Bear Disposal, LLC entered into a Franchise Agreement effective November 4, 2002 (as may be amended from time to time, the "Franchise Agreement"), and

WHEREAS, Camden County, Black Bear Disposal, LLC and Waste Industries USA, Inc., have determined it necessary to extend the opening deadline for the landfill contained in Section IV of the Franchise Agreement, given the litigation brought by the City of Chesapeake against Camden County, Black Bear Disposal, LLC and others, the passage of a landfill moratorium, and the potential for other civil or administrative litigation being brought by others in an effort to block or delay the landfill,

NOW, THEREFORE, BE IT ORDAINED,

Section 1. Camden County affirms its grant of a franchise to Black Bear Disposal, LLC to dispose of Solid Waste in Camden County, as set forth in Ordinance No. 2002-10-02, as amended herein. Said franchise shall also extend to the parent company of Black Bear Disposal, LLC, Waste Industries USA, Inc. The franchise is subject to all terms of this Ordinance, Camden County Ordinance No. 2002-10-01, the Franchise Agreement and all other applicable federal, state and local laws, rules and regulations.

Section 2. Black Bear Disposal, LLC and Waste Industries USA, Inc., will have an exclusive franchise for a sanitary solid waste landfill during the term of the Franchise Agreement, but not to exceed thirty (30) years from the date of Camden County's adoption of Ordinance No. 2002-10-02.

Section 3. This Ordinance shall be effective as of the date of the adoption of Ordinance No. 2002-10-02 and shall expire immediately upon the end of its stated term, earlier termination under the Franchise Agreement, or declaration of invalidity of the Franchise Agreement by a court of competent jurisdiction.

Section 4. Waste Industries USA, Inc. shall be considered a party to the Franchise Agreement between Camden County and Black Bear Disposal, LLC to the extent reflected in the Amended and Restated Franchise Agreement attached hereto as Exhibit A.

Section 5. Section III(2) of the Franchise Agreement will read as follows:

The Company Landfill may accept for disposal solid wastes allowed by the permit issued by the Division. The waste stream accepted for disposal may include, but is not limited to, non-hazardous MSW, industrial waste ("IW"), C&D debris, land clearing and inert debris ("LCID") and other non-hazardous solid wastes that may be approved by the Division. The Company projects that the volume of waste delivered to the Company Landfill will average 10,000 tons per day. Based on 10,000 tons per day, the Company Landfill's estimated life is twenty-seven (27) years.

Section 6. Section III(3) of the Franchise Agreement will read as follows:

The Service Area ("Service Area") will include the States of North Carolina, Virginia, Maryland, New Jersey, New York, Connecticut and Massachusetts. The current estimated population within the Service Area is 58,000,000.

Section 7. Section IV of the Franchise Agreement will read as follows:

The term of this Agreement (the "Primary Term") began effective November 4, 2002, and will continue for thirty (30) years unless sooner terminated as provided in this Agreement. The Commencement Date shall be no more than sixty (60) months after November 4, 2007. The Company's opening of the Company Landfill by the Commencement Date shall also remain subject to the cure provisions of Section IX. However, nothing contained herein shall be considered to extend the Commencement Date beyond the Primary Term as defined herein.

Section 8. Section VIII of the Franchise Agreement will read as follows:

The County agrees that the Company will have the right to assign this Agreement and all rights and obligations of the Company hereunder to any corporation or other person or entity upon written notice to the County, subject to County's right to require that the proposed assignee be as financially viable as the Company. The proposed assignee (or any guarantor of any proposed assignee) must have had a net worth, shareholders' equity or capital account at least as great as the Company's net worth, shareholders' equity or capital account as of the end of each of the three (3) prior calendar years immediately preceding the proposed assignment date. Failing this, the County may require the provision of reasonable financial assurance determined through good faith negotiations between the County and the Franchisees. The County further agrees that a change of control of either the Company or Waste Industries through a sale or merger of either the Company or Waste Industries will not require assignment of this Franchise, but, the County will have the right to require financial assurance as set forth above with respect to the Company. In the event of any assignment or transfer, the assignee or transferee will assume all rights, obligations and liabilities of this Franchise and this Agreement and will assume the liabilities of the assignor and transferor. Further, the Company will have the right to delegate the Company's responsibilities under this Agreement to qualified independent contractors for the performance of all or any part of the Company's services hereunder; provided, however, that notwithstanding any such delegation, the Company will in all cases remain liable for the performance of the Company's responsibilities and services hereunder.

Section 9. Upon the adoption of this Ordinance by the County, Waste Industries USA, Inc., will, upon the County's election, either (i) pay the County \$450,000 in cash or (ii) transfer by special warranty deed to the County the property purchased by Waste Industries Landco, LLC, from Horace M. Cuthrell, Jr. and Anita S. Cuthrell on or about November 20, 2006, without the payment of additional consideration by the County.

Section 10. Section XII (13)(a) and (b) of the Franchise Agreement will read as follows:

(a) Except as provided in Sections III (11) and XII (7) herein, the Company agrees to defend, indemnify and hold harmless Camden County, its officers, employees and agents (the "County Indemnities") against all claims, actions, damages, and losses of whatever nature, including regulatory actions and actions resulting from environmental contamination, arising from this Franchise or operation of the Landfill by the Company (including its agents and employees). This shall include but is not limited to, (a) any monetary settlements or judgments against the County, (b) all claims relating to the creation, enforcement, maintenance, termination of this Franchise, the Company's (including its contractors, agents and employees) construction, operation and/or maintenance of the Landfill, and (c) any costs incurred by the County, including but not limited to attorney's fees, expert witness fees, court cost, engineering service cost, or any other fees or cost incurred by the County.

(b)(i) The party seeking indemnification under XII (13)(a) above (the "Indemnified Party") agrees to give prompt notice to the party against whom indemnity is sought (the "Indemnifying Party") of the assertion of any claim, or the commencement of any suit, action or proceeding (a "Claim") in respect of which indemnity may be sought under XII (13)(a) and will provide the Indemnifying Party such information with respect

thereto that the Indemnifying Party may reasonably request. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying Party.

(ii) The Indemnifying Party shall be entitled to participate in the defense of any Claim asserted by any third party ("Third Party Claim") and shall be entitled to control and appoint lead counsel for such defense, in each case at its expense.

(iii) If the Indemnifying Party shall assume the control of the defense of any Third Party Claim in accordance with the provisions of XII (13)(a), (1) the Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim, if the settlement does not release the Indemnified Party from all liabilities and obligations with respect to such Third Party Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party and (2) the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ separate counsel of its choice for such purpose; *provided, however*, that the Indemnifying Party may not assume control of the defense of any Third Party Claim that seeks to impose injunctive or other equitable relief against the Indemnified Party. The fees and expenses of such separate counsel shall be paid by the Indemnified Party, unless the Indemnifying Party and the Indemnified Party are both named as parties to the proceedings and they shall have reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential differing material interests between them.

(iv) Each party shall cooperate, and cause their respective Affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

(v) Each Indemnified Party shall use reasonable efforts to collect any amounts available under insurance coverage for any Damages payable under this Agreement, *provided that* XII (13)(b)(v) shall not permit the Indemnifying Party to delay any payment it owes to an Indemnified Party pursuant to this Agreement.

Section 11. The following Section XII(14) is added to the Franchise Agreement: Nothing contained herein shall be construed to limit the authority of the Camden County Board of Commissioners to regulate fees as authorized by N.C. Gen. Stat. § 153A-136 or other applicable law.

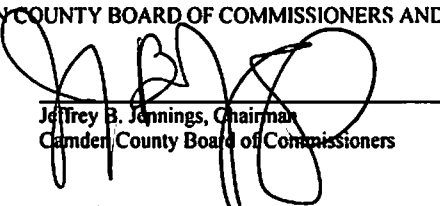
Section 12. The provisions of Exhibit B, relating to County Convenience Site Waste, will provide:
County Convenience Site Waste Free up to 16,000 tons per year
County Convenience Site Waste \$30/ton if over 16,000 tons per year with the first 16,000 tons at no charge

Section 13. A true and correct copy of the Amended and Restated Franchise Agreement, as amended herein, is incorporated into this Ordinance by reference as Exhibit A.

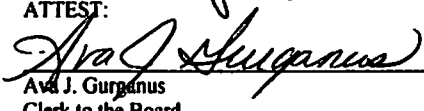
PASSED AT THE REGULAR MEETING OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS this 2nd day of April, 2007.

PASSED AT THE REGULAR MEETING OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS AND ADOPTED EFFECTIVE this 16th day of April, 2007.

(SEAL)


Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:


Ava J. Gurganus
Clerk to the Board

Revised Memorandum of Understanding (MOU) – Adequate Public Facility Ordinance – Camden County Board of Education

Attorney Courtney Hull proposed alternative "A" of the MOU for efficiency and administrative purposes to the Commissioners for approval.

Commissioner Carolyn Riggs made a motion to approve alternative "A" of the revised MOU for Adequate Public Facility Ordinance with the Camden County Board of Education. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

MEMORANDUM OF UNDERSTANDING

**CAMDEN COUNTY ADEQUATE PUBLIC FACILITY ORDINANCE
(APFO)**

This Memorandum of Understanding is entered into this 16th day of April, 2007, by and between Camden County ("County") and the Camden County Board of Education ("School District").

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WHEREAS, Camden County has experienced significant, rapid growth in population over the past 15 years, primarily attributable to "in-migration" of residents from outside of the County; and

WHEREAS, this historical growth and anticipated growth into the future create demand for additional school facilities to accommodate school-age children who move to the County; and

WHEREAS, the responsibility for planning for and constructing new school facilities lies with the School District, with funding provided by the County; and

WHEREAS, the County and the School District have recognized the need to work cooperatively to ensure that new growth within each school attendance district occurs at a pace that allows the County and the School District to provide adequate school facilities; and

WHEREAS, the County has adopted and the School District has endorsed the Adequate Public Facility Ordinance (APFO), which requires a Capital Improvements Plan (CIP), a Level of Service Standard and an Advancement of Capacity Formula that require frequent evaluation to ensure appropriateness and accuracy; and

NOW, THEREFORE, the parties to this Memorandum hereby agree as follows:

Section 1. The following staff from the School District and the County are hereby appointed as the APFO Coordinating Committee:

- A) The Superintendent of the School District; and Chairman/designee of Board of Education
- B) The Director for Auxiliary Services for the School District; and
- C) The Director for Business and Finance for the School District; and
- D) The County Manager; and Chairman/designee of the Board of Commissioners
- E) The County Finance Officer; and
- F) The County Planning Director.

Section 2. The APFO Coordinating Committee shall meet on a quarterly basis, beginning with the second quarter of State Fiscal Year 2007, to discuss issues associated with the APFO.

- (A). The County Planning Director shall provide the APFO Coordinating Committee with an overview of issues related to the APFO at each quarterly meeting.
- (B). Within ten (10) business days of each quarterly APFO Coordinating Committee meeting, the County Planning Director shall produce a summary status report (SSR) of APFO Coordinating Committee proceedings (e.g.: minutes) and an overview of APFO-related issues from the preceding quarter (e.g.: Certificate of Adequacy Permits issued, any funds collected from Advancement of Capacity payments, etc.). The SSR will be furnished to the Camden County School Board and the Camden County Board of County Commissioners.

Section 3. The Camden County Board of Commissioners and the Camden County School Board shall meet in joint session on a semi-annual basis to review the SSR and other issues related to the APFO, and to provide input and guidance to the APFO Coordinating Committee.

Section 4. Beginning in School Year 2008, the School District shall submit the Month 3 Report Summary of the Principal's Monthly Report to the County within five (5) business days of its publication. As specified in the APFO, the Total Membership data provided by each will be used to update the current committed capacity of each school for the purpose of evaluating available capacity and issuing Certificates of Adequate Public School Facilities (CAPS).

Section 5. By the end of the 2nd Quarter of each Fiscal Year, beginning in Fiscal Year 2007, the School District shall provide the County with the following items:

- (A). Selection of Projects Identified in the *Camden County Schools Long Range Plan – North Carolina Public School Facility Needs Survey*. For each project identified in the *Camden County Schools Long Range Plan – North Carolina Facility Needs Survey*, the School District shall provide the County with the following information:
 - (i). The School District's analysis of the following:
 - (a) Whether the proposed project adds new, unduplicated capacity and
 - (b) The amount, if any, of new, unduplicated capacity is added by the proposed project and
 - (c) A statement of which schools are anticipated to be benefited by each proposed project that adds new, unduplicated capacity.
 - (ii). A description, cost estimate and capacity added for any new, proposed capital facility project(s) that add new, unduplicated capacity and that are not listed in the *Camden County Schools Long Range Plan – North Carolina Public School Facility Needs Survey* as of January 12, 2006 or the then current version of said study; and
 - (iii). Updated cost estimates for all proposed capital facility projects that add new, unduplicated capacity and that are listed in the *Camden County Schools Long Range Plan – North Carolina Public School Facility Needs Survey* as of January 12, 2006 or the then current version of said study; and
 - (iv). Assignment of each project listed pursuant to Section 5(A)(ii) and 5(A)(iii) above to the State Fiscal Year (i.e.: year ending June 30) in which the project should be completed to meet projected facility demands; and
- (B). For each project listed pursuant to Section 5(A) (iv) above, projects should be prioritized within each fiscal year (e.g.: all projects projected to be needed in FY 2010 should be prioritized against one another).

Section 6. By the end of the 2nd Quarter of each Fiscal Year, beginning in Fiscal Year 2008, the County shall produce a statement of preliminary capital funding options (PCFO) to fund projects identified by the School District as

specified in Section 5 of this Memorandum, for each alternative selected by the APFO Coordinating Committee. Such a statement should include the following information, projected/estimated for 5 years:

- (A) Existing Annual Debt Service Obligations; and
 - (B) Debt Capacity; and
 - (C) Historic and Projected Growth Trends; and
 - (D) Assumptions regarding Capital Projects (e.g.: alternative scenarios described in Section 6 of this Memorandum) and
 - (E) Financing Assumptions; and
 - (F) Revenue Assumptions; and
 - (G) Estimated Preliminary Tax Impact of each Alternative
- Scenario; and
- (H) Debt per Capita/per alternative scenario; and
 - (I) Debt to Total Assessed Value/per alternative scenario; and
 - (J) Debt Service to Expenditures/per alternative scenario;
- and
- (K) Debt to Income/per alternative scenario.

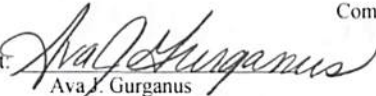
Section 7. Within 45 days after the end of the 2nd Quarter of each Fiscal Year beginning in Fiscal Year 2007, the County Board of Commissioners and the Board of Education shall endorse an alternative PCFO, as described in Section 6 above. The endorsed PCFO shall be used by the County to develop a Draft Capital Improvements Plan (CIP).

- Section 8.
- (A) By the end of the 3rd Quarter of each Fiscal Year beginning in Fiscal Year 2007, the County shall produce a Draft Capital Improvements Plan (CIP) that meets the following criteria:
 - (i) Provides the estimated costs, source of revenue and anticipated funding sources for all selected capital improvements projects over a five (5) year period; and
 - (ii) Provides all assumptions inherent in the cost, revenue and funding source estimates, including all information contained in the PCFO as described in Section 6 of this Memorandum above;
 - (iii) The CIP must be presented to the public at a public hearing on or before the date of adoption;
 - (iv) The CIP must be updated each fiscal year and adopted by the Board of County Commissioners by June 30th.
 - (B) If the School Facilities portion of the CIP is not adopted by June 30th, enforcement of the APFO is suspended until such time as the School Facilities portion of a CIP is adopted. If the County and School District do not agree upon and adopt the School Facilities portion of the CIP, the APFO Coordinating Committee shall adopt the School Facilities portion of a CIP by July 15. If the APFO Coordinating Committee is unable to agree upon the School Facilities portion of the CIP, then the matter shall be referred to binding arbitration by request of either party by August 1, of that year, and such process shall be completed by September 1 of that year.

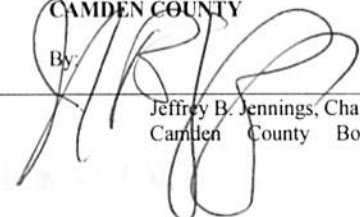
- Section 9
- (A) By the end of each Fiscal Year, beginning with Fiscal Year 2007, the School District shall provide recommendations to the County regarding the data to be used in establishing the following criteria used in implementation/enforcement of the APFO:
 - (i) Level of service standard; and
 - (ii) Capacity of each school; and
 - (iii) Calculation of membership; and
 - (iv) Calculation of committed capacity; and
 - (v) Building costs per square foot; and
 - (vi) Square footage required per student.
 - (B) The County will carefully review and consider all data provided by the School District listed in Section 10 (i through vi) above and will consider incorporation of provided data into Attachment A (*Camden County Adequate Public Facilities Ordinance Level of Services Standard and Advancement of Capacity Formula*) of the APFO.
 - (C) All data and analysis included in Attachment A of the APFO (*Camden County Adequate Public Facilities Ordinance Level of Services Standard and Advancement of Capacity Formula*) will be updated by the end of each fiscal year by the County Planning Department based on best available data.
 - (D) Any changes to the data and analysis included in Attachment A of the APFO (*Camden County Adequate Public Facilities Ordinance Level of Services Standard and Advancement of Capacity Formula*) must be approved by the Camden County Board of Commissioners.

- Section 10. Offers of Advancement of Capacity ("AOC") made pursuant to the APFO which consist of or include proposed construction of school facilities or proposed dedication of land for purposes of school facility construction must first be submitted to the Administrator of the APFO. The School District shall develop a process to approve or disapprove of offers of AOC referred to the School District by the Administrator of the APFO. If the School District approves of an offer of AOC referred to it by the Administrator, the AOC as approved by the School District shall then be referred to the County for approval or disapproval. Any offer of AOC not approved by the Administrator of APFO shall be communicated to the School District for information.
- Section 11. The County will not approve any AOC offered pursuant to Section 7C of the APFO unless the County finds that such a contribution is in keeping with the LRP and that such contribution is in the public interest and will otherwise accomplish the goals of the APFO.
- Section 12. Funds, donations or other advanced capacity items ("AOC items") shall be held by the County in a separate fund and shall be accounted for separately. AOC items shall be used only for school facility capital improvements which actually expand capacity of the schools beyond capacity existing at the time the AOC items were received by the County. Such items may go towards either debt payment, land acquisition, or direct capital funding of capital improvements. AOC items will not be used to supplant the County's local allocation to the school system or to pay for current funded school projects.
- Section 13. The parties to this Memorandum hereby acknowledge that this Memorandum is not intended to and does not create legally binding obligations on any of the parties to act in accordance with its provisions. Rather, it constitutes a statement of good faith and intent of the parties to cooperate in a manner designed to meet the mutual objectives of all parties to achieve adequate school facilities for the County's children.

Adopted this 16th day of April, 2007.

Attest: 
Ava J. Gurganus
Clerk to the Board

Commissioners

CAMDEN COUNTY
By: 
Jeffrey B. Jennings, Chairman
Camden County Board of

CAMDEN COUNTY BOARD OF EDUCATION

By: _____
G. Wayne White, Chairman
Camden County Board of Education

Attest: _____
Anita Cuthrell
Secretary to the Board of Education

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."


Clarann Mansfield, Finance Officer

Surplus Items – Bid Results

The following Surplus Bids were opened in the County Manager's Office on March 28, 2007 at 4:30 p.m. by Finance Officer Clarann Mansfield, verified by Tax Administrator Mary Rhodes and recorded by Clerk to the Board Ava Gurganus:

1999 Black Ford Crown Vic #2FAFP71W4XX122881

Dominic Stallings – Stallings Taxi	\$1,650.00
J & J Wholesale	\$1,026.99
Posey Jones	\$ 801.00
Thomas Rose	\$ 600.00
Marie A. Banks	\$ 200.00

2001 White Ford Crown Vic #2FAFP71W61X116474

Dominic Stallings – Stallings Taxi	\$1,825.00
Posey Jones	\$1,341.00
J & J Wholesale	\$ 799.99
Thomas Rose	\$ 600.00
Maxine Dorsey	\$ 550.00
Marie A. Banks	\$ 200.00

2003 White Ford Crown Vic #2FAFP71W23X142248

Posey Jones	\$2,107.00
Dominic Stallings – Stallings Taxi	\$2,025.00
J & J Wholesale	\$1,059.99
Minnie Aydtlett	\$ 800.00

Thomas Rose \$ 600.00
Marie A. Banks \$ 200.00
(3) Desks
Marie A. Banks (2) Desks @ \$ 1.00/each
(1) Lighted Map Table
No Bids Received
(3) Voting Boxes
Bill Meiggs (3) Boxes \$ 15.00
(1) Used Air Conditioning Unit
No Bids Received
(1) Safe
Dorothy Drake \$ 1.00
(1) Typewriter
No Bids Received
(1) Copy Machine
No Bids Received

Commissioner Philip Faison made a motion to accept the surplus bids and award the surplus items to the highest bidder. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Jeffrey Lees, Architect – Register of Deeds Office Update

Chairman Jeffrey Jennings stated that Mr. Lees presentation was not complete and he would not be attending the meeting.

Resolution No. 2007-04-03 – Urgent Needs Small Cities CDBG Project

Commissioner Mike Andrews made a motion to approve Resolution No. 2007-04-03. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Approved Resolution No. 2007-04-03 reads as follows:

Resolution No. 2007-04-03

**A RESOLUTION TO ADOPT
LOCAL ECONOMIC BENEFIT PLAN**

**CAMDEN COUNTY'S URGENT NEEDS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT 05-C-1420**

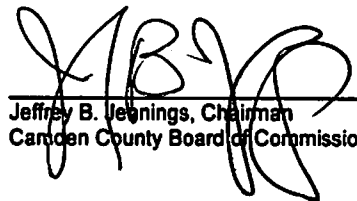
Whereas, Camden County adopted a resolution on October 16, 2006 to use appropriate CDBG policies and guidelines adopted for the County's FY 2005 Scattered Site Program for its Urgent Needs Program..

NOW THEREFORE BE IT RESOLVED BY CAMDEN COUNTY BOARD OF COMMISSIONERS THAT;

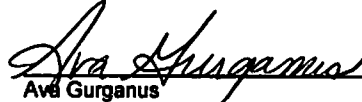
1. The County's October 16, 2006 resolution adopting CDBG Urgent Need Policies and Guidelines be amended to include the Local Economic Benefit Plan adopted August 1, 2005 for Camden County's FY 2005 CDBG Scattered Site Program.

Adopted this the 16th day of April 2007.

(SEAL)


Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:


Ava Gurganus
Clerk to the Board

Special Use Permit Application – UDO 2007-02-34 Shopping Center – Tark Commercial Park

Commissioner Mike Andrews made a motion to go into public hearing to receive comments from the public regarding Special Use Permit Application – UDO 2007-02-34 Shopping Center – Tark Commercial Park. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

This matter was set for Public Hearing at the April 2, 2007 Commissioners meeting, and was advertised in the Daily Advance.

Chairman Jeffrey Jennings called upon Planning Technician Dave Parks.

Dave Parks: *"Mr. Mark Gregory of Tark Associates has applied for a special use permit application for a shopping center to be located at Tark Commercial Park out on US158. Mr. Gregory is here tonight. The project went to the Planning Board on March 21, 2007. They recommended approval on a 6-0 vote with conditions as recommended in the findings of facts."*

Deputy Clerk Lori Tuss administered the oath to Dave Parks.

Dave Parks: *"The project went to the Planning Board on March 21, 2007. They recommended approval on a 6-0 vote with conditions as recommended in the findings of facts; the facts which are included in your packages in support of this. At this time staff would like to present them as evidence. The Planning Board recommended approval as it is in accordance with the land use plan and I would like to have Mark Gregory come up and explain the project."*

Deputy Clerk Lori Tuss administered the oath to Mark Gregory.

Mark Gregory: *"I brought a rendering of the shopping center, Mr. Chairman, so you could see it. I have final plat coming up for approval with the Planning Board Wednesday night for the whole subdivision. Still waiting for Stormwater management approval for the shopping center, which is taking forever. We should have it on time. If you have any further questions, I will be happy to answer them."*

Chairman Jeffrey Jennings: *"Is there any more comment on this?"*

Hearing no further comments, Chairman Jeffrey Jennings proceeded with the public hearing and called for a motion to close public hearing.

Commissioner Mike Andrews made a motion to close the public hearing regarding UDO 2007-02-34. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Ordinance No. 2007-03-02 – An Ordinance Amending the Camden County Zoning Map – Rezoning Application – Tark & Associates – UDO 2007-01-17

Commissioner Philip Faison made a motion to go into public hearing to receive comments from the public regarding Ordinance No. 2007-03-02. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Planning Technician Dave Parks stated Mark Gregory has applied for a rezoning application on property he owns at the intersection of NC34, Whitehurst Lane and Scotland Road. Mr. Gregory is requesting to rezone the property from Basic Residential R3-2 to Highway Commercial. The application was reviewed by the Planning Board on February 21, 2007 and approved on a 7-0 vote to rezone the property identified by PIN

02-8936-0000-87-9859 from Basic Residential (R3-2) to Highway Commercial (HC) as the requested zoning change is consistent with the County's adopted Land Use Plan.

This matter was set for Public Hearing at the April 2, 2007 Commissioners meeting, and was advertised in the Daily Advance

Chairman Jeffrey Jennings called for any comments from the public.

Hearing no comments, Commissioner Melvin Jeralds made a motion to close public hearing regarding Ordinance No. 2007-03-02. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Ordinance No. 2007-03-04 – A Proposed Ordinance Amending the Camden County Code of Ordinances – Chapter 151 – Stormwater Requirements

Commissioner Mike Andrews made a motion to go into public hearing to receive comments from the public regarding Ordinance No. 2007-03-04. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Chairman Jeffrey Jennings called upon Planning Director Dan Porter.

Planning Director Dan Porter stated that this particular amendment to the UDO basically increases the regulations pertaining to stormwater runoff and drainage in the county. The purpose of this proposed amendment is to require major subdivisions and commercial site plans to include engineered stormwater analysis and containment of runoff from the ten (10) year storm without negatively impacting upstream and downstream properties. It also establishes authority to charge a stormwater review fee in order to hire third party engineer to review stormwater plans.

This matter was set for Public Hearing at the April 2, 2007 Commissioners meeting, and was advertised in the Daily Advance. The Planning Board met on February 21, 2007 and recommended approval on a 7-0 vote to the proposed amendment.

Commissioner Philip Faison made a motion to close public hearing regarding Ordinance No. 2007-03-04. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Consideration of Special Use Permit Application – UDO 2007-02-34 Shopping Center – Tark Commercial Park

Commissioner Mike Andrews made a motion to approve Special Use Permit Application – UDO 2007-02-34 Shopping Center – Tark Commercial Park with the conditions as stated in the Findings of Facts and as it is consistent with the county's land use plan. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Consideration of Ordinance No. 2007-03-02 – An Ordinance Amending the Camden County Zoning Map – Rezoning Application – Tark & Associates – UDO 2007-01-17

Commissioner Melvin Jeralds made a motion to approve Ordinance No. 2007-03-02. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Commissioner Mike Andrews made a motion to add to the approval of Ordinance No. 2007-03-02 that it is consistent with the county's land use plan. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Approved Ordinance No. 2007-03-02 reads as follows:

Ordinance No. 2007-03-02

**An Ordinance
Amending the Camden County
Zoning Map
Camden County, North Carolina**

Article I: Purpose

The purpose of this Ordinance is to amend the Zoning Map of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 20, 1993, and subsequently amended.

Article II. Amendment to Zoning Map

The Official Zoning Map of Camden County, North Carolina, which was adopted on December 20, 1993, and subsequently amended, is hereby amended as follows:

The properties currently shown in the Camden County Tax Assessor's Office as Parcel Identification Numbers (PIN) 02-8936-00-87-9859 is hereby re-zoned from Basic Residential (R3-2) to Highway Commercial (HC).

Article III. Penalty

1. Violations of the provision of this Ordinance or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances or Special Use or Conditional Use Permits, shall constitute a misdemeanor, punishable by a fine of up to five-hundred (\$500) dollars or a maximum thirty (30) days imprisonment as provided in G. S. 14-4.
2. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or Special Use or Conditional Use Permits, shall also subject the offender to a civil penalty of one-hundred (\$100) dollars for each day the violation continues. If the offender fails to pay the penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.
3. This Ordinance may also be enforced by any appropriate equitable action.
4. Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
5. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.

Article IV. Severability

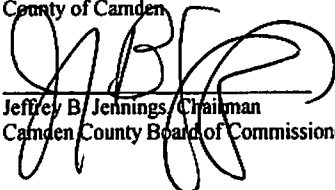
If any language in this Ordinance is found to be invalid by a court of competent jurisdiction or other entity having such legal authority, then only the specific language held to be invalid shall be affected and all other language shall be in full force and effect.

Article V. Effective Date

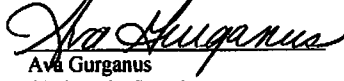
This Ordinance is effective upon adoption.

Adopted by the Board of Commissioners for the County of Camden this 16th day of April, 2007.

(SEAL)

County of Camden

Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:


Ava Gurganus
Clerk to the Board

Consideration of Ordinance No. 2007-03-04 – A Proposed Ordinance Amending the Camden County Code of Ordinances – Chapter 151 – Stormwater Requirements

Commissioner Mike Andrews made a motion to approve Ordinance No. 2007-03-04. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews,

Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Approved Ordinance No. 2007-03-04 reads as follows:

Ordinance No. 2007-03-04

A Proposed Ordinance
Amending the Camden County
Code of Ordinances

Camden County, North Carolina

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

Article I: Purpose

The purpose of this Ordinance is to amend the Article 151 of the Camden County Code of Ordinances of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 15, 1997, and subsequently amended and as otherwise incorporated into the Camden County Code.

Article II. Construction

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

Article III. Amend Section 151 as amended of the Camden County Code
which shall read as follows:

CHAPTER 151: UNIFIED DEVELOPMENT

~~151.010 FEES.~~

(A) (1) Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for zoning permits, sign permits, conditional use permits, special use permits, floodplain development permits, subdivision plat approval, zoning amendments, variances and other administrative relief. In addition, a stormwater review fee shall be submitted with the Sketch Plan application.

(2) The amount of the fees charged shall be as set forth in the county's budget or as established by resolution of the Board filed in the office of the County Manager.

(B) Fees established in accordance with division (A) above shall be paid upon submission of a signed application or notice of appeal.

DRAINAGE, EROSION CONTROL AND STORMWATER MANAGEMENT

~~§ 151.400 NATURAL DRAINAGE SYSTEM UTILIZED TO EXTENT FEASIBLE.~~ DRAINAGE

~~(A) To the extent practicable, all development shall conform to the natural contours of the land and natural and pre-existing man-made drainage ways shall remain undisturbed.~~

~~(B) To the extent practicable, lot boundaries shall be made to coincide with natural and pre-existing man-made drainage ways within subdivisions to avoid the creation of lots that can be built upon only by altering the drainage ways. (Ord. passed 12-15-97)~~

(A) Stormwater Drainage. Each residential/non residential subdivision or commercial site plan shall provide adequate storm drainage for all areas in the subdivision. A combination of storage and controlled release of stormwater run-off is required. The release rate of stormwater from all developments shall not exceed the 10-year stormwater run-off from the area in its natural state (post-development vs. pre-development). All free flowing storm drainage systems shall be designed to accommodate the run-off generated by a 10-year design storm or North Carolina Department of Transportation (NCDOT) standards if more restrictive. The following information must be provided:

(1) Elevation survey of entire tract with topo lines at one (1) foot intervals.

(2) All culvert inverts (including driveway culverts).

(3) Direction of flows.

(4) Downstream analysis (cross-sections) of drainage way to outlet (creek, stream, river, etc.).

(5) Stormwater storage analysis (storing the differential between the outlet ditch capacity at bank full and the 100-year storm event throughout the proposed development area) and show minimum lot elevations.

(6) Drainage calculations for drainway design within boundaries of proposed subdivision and off-site, if appropriate.

(7) Show total pre-development and post-development run-off in CFS (cubic feet per second) volume leaving development area.

(8) Along all existing drainage ways within proposed development areas, swales (minimum 6:1 side slopes) are preferred over traditional ditches. Maintenance easements the width of the swale shall be centered over the swale.

(9) If swales are not utilized, then all ditches and canals will require minimum of 30 feet of open space from the top of bank on one side or the other (maintenance area).

(10) Developer will be responsible for upgrading drainage system to outlet (upgrade and outlet to be determined by the Pasquotank Soil and Water Conservation Office) subject to obtaining permission from all property owners adjacent to the watercourse outlet.

(B) Plans must address maintenance of the drainage system and who will be the responsible party to ensure proper maintenance is performed on the drainage system. The plan will be reviewed and inspected by County Technical Staff members.

Adopted by the Board of Commissioners for the County of Camden this 16th day of April, 2007

(SEAL)

County of Camden

Jeffrey B. Jennings, Chairman
Board of Commissioners

ATTEST:

Ava Gurganus
Clerk to the Board

Amended and Restated Franchise Agreement – Black Bear Disposal and Waste Industries

Commissioner Philip Faison made a motion to approve the Amended and Restated Franchise Agreement with Black Bear Disposal and Waste Industries. The motion passed with Commissioners Melvin Jerald, Philip Faison and Chairman Jeffrey Jennings voting aye; Commissioners Carolyn Riggs and Mike Andrews voting no; no Commissioner absent; and no Commissioner not voting.

STATE OF NORTH CAROLINA

CAMDEN COUNTY

**AMENDED AND RESTATED
FRANCHISE AGREEMENT**

This Amended and Restated Franchise Agreement (the "Agreement") is made and entered into effective as of the 16th day of April, 2007, by and between CAMDEN COUNTY, North Carolina, acting through its Board of Commissioners (the "County"), BLACK BEAR DISPOSAL, LLC (the "Company"), a North Carolina limited liability company, being represented herein by its duly authorized officer, and WASTE INDUSTRIES USA, INC. ("Waste Industries"), a North Carolina corporation, being represented herein by its authorized officer (the Company and Waste Industries are sometimes referred to collectively herein as "the Franchisees").

WITNESSETH:

WHEREAS, state and federal regulations have made it more costly for local governments to own and operate landfills; and,

WHEREAS, the County seeks to provide its citizens with an economical and environmentally sound non-hazardous solid waste management disposal system; and

WHEREAS, the County agrees to host a regional solid waste landfill and to allow the landfill to accept waste generated outside the County; and

WHEREAS, the Company believes that construction and operation of a regional solid waste landfill represents the highest and best use of the land described in Exhibit "A" attached hereto and made a part hereof, given zoning and other considerations (the "Landfill Property"); and

WHEREAS, the Company intends to design, permit, construct and operate a landfill within the County and is willing to compensate the County for hosting the facility and accepting for disposal solid waste generated outside the County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the host fees to be paid the County hereunder and the respective covenants herein contained, the parties hereby agree as follows:

I. FRANCHISE

- (1) This Franchise Agreement will be subject to the Camden County Franchise Ordinance for Sanitary Landfills.
- (2) The Franchisees are hereby granted the exclusive right and authority in Camden County, North Carolina to construct and operate a municipal solid waste ("MSW") landfill, a construction and demolition ("C&D") landfill and other non-

hazardous solid waste management facilities (the "Company Landfill"), on the Landfill Property for the term of this Agreement and consistent with the terms of this Agreement (the "Franchise"). The County may, pursuant to a properly-enacted resolution declaring a disaster within Camden County and determining the need for additional C&D landfills to serve the citizens of Camden County, authorize the operation of such additional needed C&D landfills for so long as necessary to complete the cleanup of the disaster debris.

(3) To the extent allowed by State or Federal law, the County expressly agrees that the Company Landfill may be constructed on the Landfill Property, including the Primary Parcel as well as the Contiguous Parcels described in Exhibit A so long as the area of the Landfill to be covered by the waste disposal cells and associated slopes (the "Landfill Footprint"), and the Company Landfill entrance, remain a minimum of three thousand (3,000) feet from the centerline of U.S. Highway 17.

II. DEFINITIONS:

(1) The definitions of N.C.G.S. Chapter 130A, Article 9 and its implementing regulations will apply to this Agreement and are incorporated herein by reference.

(2) The Company and the County agree that there may be certain taxes, fees, tipping fees, charges, assessments or costs that the Company may be required to collect and remit directly to a governmental body ("Pass-throughs"). These Pass-throughs must be uniformly applied to all similar landfills within the State of North Carolina (the "State") and specifically do not include income taxes, payroll taxes, social security taxes, privilege, use or ad valorem taxes. The Company and the County explicitly agree that these Pass-throughs will be excluded from (i) the actual cash receipts and other valuable consideration when calculating the Host Fees due and payable hereunder and (ii) the guaranteed maximum prices for in-county waste.

III. ADMINISTRATION, MAINTENANCE, DISPOSAL AND OPERATIONS

To the extent allowed by State or Federal law and subject to North Carolina general Statute 153A-136, the County agrees to perform in a timely manner any County functions that may be required for the Franchisees to obtain, modify, expand or maintain the required State permits based on the North Carolina General Statutes and the North Carolina Division of Waste Management (the "Division"), or any successor thereto, rules and other applicable rules or regulations, including, without limitation, modifying its solid waste plan, holding public hearings, adopting a franchise ordinance, issuing a special use permit, providing the State with documentation required of the Franchisee from the County by the State that the Company Landfill operation (as described in Exhibit A) is consistent with the County's zoning, that the Franchise is valid and that the Franchise is applicable to the Landfill Property, or re-zoning the Landfill Property. The County further agrees not to permit or issue a franchise for any other solid waste management facility, landfill, incinerator or transfer station, other than those owned or operated by the Company or its affiliates, to be constructed or operated within the County's jurisdiction during the term of this Agreement, except that this restriction will not apply to sewage waste or water treatment waste, or to convenience sites (including the transfer of County collected residential waste), stump dumps, or yard waste facilities owned or operated by the County or its Agent.

(1) Upon the opening of the Company Landfill for business (the "Commencement Date"), the Company will accept for disposal at the Company Landfill permitted non-hazardous solid waste generated within Camden County, subject to the provisions of Section III (7) herein, at the prices set forth in Exhibit "B" attached hereto and made a part hereof. The prices established under Exhibit "B" will not extend to, industrial solid waste, or waste requiring special handling ("Special Waste") under relevant North Carolina Department of Environment and Natural Resources ("DENR") rules or regulations, other agency rules or regulations or the Company's procedures. The prices set forth in Exhibit "B" insofar as they relate to waste generated within Camden County may also be adjusted from time to time as required due to changes in rules, regulations, taxes, fees and assessments upon approval of the Board of County Commissioners.

(2) The Company Landfill may accept for disposal solid wastes allowed by the permit issued by the Division. The waste stream accepted for disposal may include, but is not limited to, non-hazardous MSW, industrial waste ("IW"), C&D debris, land clearing and inert debris ("LCID") and other non-hazardous solid wastes that may be approved by the Division. The Company projects that the volume of waste delivered to the Company Landfill will average 10,000 tons per day. Based on 10,000 tons per day, the Company Landfill's estimated life is twenty-seven (27) years.

(3) The service area ("Service Area") will include the states of North Carolina, Virginia, Maryland, New Jersey, New York, Connecticut and Massachusetts. The current estimated population within the Service Area is 58,000,000.

(4) The Company will pay the County the fees calculated pursuant to Exhibit "C" attached hereto and made a part hereof, based on waste disposed of at the Company Landfill (the "Host Fees"), and will pay the Host Fees to the County quarterly within thirty (30) days of the end of the calendar quarter in which the Host Fees are collected ("Due Date"). Any Host Fees due and payable not received by the County by the Due Date will accrue interest at the Prime Rate as published in the Wall Street Journal or

some other comparable index approved by the Board of County Commissioners if the Wall Street Journal does not publish a Prime Rate.

(5) To the extent additional taxes or fees are directly or indirectly required or permitted by State law as a result of operation of the Company Landfill such that other County revenues will decrease if the new tax or fee is not assessed against the Company's operation of the Company Landfill, the Company and the County agree to negotiate in good faith to amend this Agreement so that the County will realize the same total funds (whether from the new tax or fee, Host Fee or otherwise) as it did prior to the required or permitted tax or fee being implemented.

(6) The Company will maintain sufficient records to assure the County of the Company's permit compliance and compliance with the terms of this Agreement relating to the operation of the Company Landfill, including but not limited to volume disposed, fees charged, cash receipts and compliance with the Company Landfill's operating rules and regulations, and allow inspection of the records by the County, or by County's outside auditing firm, during reasonable office hours. Nothing contained herein will be construed to limit the right of law enforcement personnel to inspect the Company's facilities or records pursuant to a validly issued search warrant or subpoena.

(7) The Company may, but is not obligated to, remove recyclables from waste received at or delivered to the Company Landfill. In the event the Company elects to remove recyclables, the Company will be entitled to retain all revenues, if any, received from the sale of such recyclables. The Company may establish a recycling facility at the Company Landfill without further County approval, subject only to the issuance of any required permits.

(8) The Company may reject any portion of solid waste delivered for disposal to the Company Landfill that the Company determines are hazardous or otherwise unacceptable under state or federal laws, rules or regulations or the Company's rules for the operation of the Company Landfill.

(9) After the Commencement Date and during the term of this Agreement, plus any extensions or renewals, the Company will operate the Company Landfill at times determined by the Company and will promptly notify the County of changes in the operating hours, except that the Company Landfill will not be operated on Sunday, without the prior approval of the County Manager, and/or the Chairman of the Board of County Commissioners, which approval will not be unreasonably withheld. The Company will implement such measures, rules and procedures as the Company deems necessary or appropriate for the safe and efficient operation of the Company Landfill. The County expressly agrees that it will not impose any new restriction (including, without limitation, any rule, regulation, ordinance or restriction that supercedes or is more limiting than those imposed by the State) on the operation of the Company Landfill during the term of this Franchise, plus any extensions or renewals thereof, that are not otherwise generally applicable within the county unless required by State or Federal law.

(10) No methane or other gases generated at the Company Landfill may be sold by either party absent execution of a mutually agreeable amendment to this Agreement.

(11) The Company will allow the County, or County's agents, to construct a single telecommunications tower at the Company Landfill, with the siting of the tower to be mutually agreed upon by the Company and the County, which placement will not disrupt the Company's operations or result in additional cost to the Company at the Company Landfill or endanger those working at or using the Company Landfill, but will entitle the County to have unlimited access to the tower. To the extent allowed by law, the County will indemnify, defend and hold harmless the Company and its officers, directors, shareholders, members, employees and agents against any and all claims arising from the County's negligence or willful misconduct in the siting, construction, presence, or operation of the tower. Further, the County will add and maintain the Company as an additional insured on the County's liability policy or policies related to the siting, construction, presence or operation of the Telecommunications tower. Similarly, the Company will indemnify, defend and hold harmless the County and its officers, employees and agents against any and all claims arising from the Company's negligence or willful misconduct should it result in damage to the tower or to persons and property arising from such negligence or willful misconduct.

(12) The Company will, during the term of this Agreement, provide reasonable litter removal from the public right-of-way for the entry road to the Company Landfill, from the public right-of-way for U.S. Highway 17 for one (1) mile in either direction from the intersection of the entry road with U.S. Highway 17, and within the buffer areas on the Landfill Property.

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(13) This Franchise Agreement will not affect current agreements between the County and Waste Industries, or any of its subsidiaries, for garbage collection and hauling, and for operation of the convenience sites in Camden County.

(14) The Company will comply with all State laws and rules in the operation of the Company Landfill and will notify the County within five (5) business days of any notice of violation received from the State.

IV. TERM AND EXTENSIONS

The term of this Agreement (the "Primary Term") began effective November 4, 2002, and will continue for thirty (30) years unless sooner terminated as provided in this Agreement. The Commencement Date shall be no more than sixty (60) months after November 4, 2007. The Company's opening of the Company Landfill by the Commencement Date shall also remain subject to the cure provisions of Section IX. However, nothing contained herein shall be considered to extend the Commencement Date beyond the Primary Term as defined herein.

V. SERVICE FEE, PAYMENT OF TAXES AND CONTROL OF HAULERS

(1) The Company will have the right to establish, charge, collect and retain any and all fees and charges the Company deems appropriate, including, but not limited to, any and all tipping fees, for use of the Company Landfill after the Commencement Date including, but not limited to, the disposal or deposit of waste therein, subject to the terms of this Agreement and to the extent allowed by state and federal law.

(2) Prices for waste generated within Camden County will be limited as set forth in III(1) and Exhibit B.

(3) Notwithstanding anything else herein to the contrary, the Company will have the right to refuse service to any person, corporation or other entity in the Company's sole discretion.

(4) To the extent allowed by law, all vehicles and equipment owned by the Company and based at the Company Landfill will be registered and taxed in Camden County.

VI. INSURANCE AND FINANCIAL ASSURANCE

(1) So long as this Agreement remains in effect, and to the extent such coverage remains reasonably available, the Company will carry public liability insurance in the sum of at least Ten Million Dollars (\$10,000,000.00) insuring the Company against all claims arising out of the Company's operations hereunder, including hauling and operations that result in environmental damage or contamination resulting from the landfill operation. If the Company determines that the insurance required under this section is not reasonably available, then the Company will notify the Camden County Manager within 30 days prior to any diminution or cancellation of the insurance and the Company and the County Manager will negotiate in good faith a reasonably available level of insurance to remain in place until such time that the insurance required under this section is again reasonably available. Additionally, the Company will obtain, at its sole expense, all insurance required in the following paragraphs and will not commence work until such insurance is in effect and certification thereof has been received and approved by the Camden County Manager, which approval will not be unreasonably withheld:

(a) Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

(b) Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance will include Comprehensive Broad Form Coverage including contractual liability.

(c) Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Camden County site.

(2) All insurance Company must be licensed in North Carolina. Insurance Policies, except Workers' Compensation, will be endorsed (i) to show Camden County as additional insured, as their interests may appear and (ii) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance will be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Camden County Manager by certified mail."

(3) Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance and/or financial assurance will be sent to:

Camden County Manager

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P. O. Box 190

Camden, NC 27921

(4) The County Commissioners will review the policy limits every five (5) years during the term of this Agreement and will following good faith negotiations have the right to increase the limits of said insurance by an amount no greater than the CPI increase described in Section 2 of Exhibit B.

VII. FORCE MAJEURE

From and after the adoption of Ordinance No. 2006-09-01, performance hereunder by the County and/or by the Company may be suspended and their respective obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the party claiming relief under this paragraph.

VIII. ASSIGNMENT AND DELEGATION

The County agrees that the Franchisees will have the right to assign this Agreement and all rights and obligations of the Franchisees hereunder to any corporation or other person or entity upon written notice to the County, subject to County's right to require that the proposed assignee be as financially viable as the Company. The proposed assignee (or any guarantor of any proposed assignee) must have had a net worth, shareholders' equity or capital account at least as great as the Company's net worth, shareholders' equity or capital account as of the end of each of the three (3) prior calendar years immediately preceding the proposed assignment date. Failing this, the County may require the provision of reasonable financial assurance determined through good faith negotiations between the County and the Franchisees. The County further agrees that a change of control of either the Company or Waste Industries through a sale or merger of either the Company or Waste Industries will not require assignment of this Franchise, but, the County will have the right to require financial assurance as set forth above with respect to the Company. In the event of any assignment or transfer, the assignee or transferee will assume all rights, obligations and liabilities of this Franchise and this Agreement and will assume the liabilities of the assignor or transferor. Further, the Company will have the right to delegate the Company's responsibilities under this Agreement to qualified independent contractors for the performance of all or any part of the Company's services hereunder; provided, however, that notwithstanding any such delegation, the Company will in all cases remain liable for the performance of the Company's responsibilities and services hereunder.

IX. DEFAULT

Except as otherwise provided in this Agreement, if a party breaches any provision of this Agreement and fails to cure such breach within sixty (60) days after written notice of such breach (or if such breach cannot reasonably be cured within said sixty (60) day period, if the party fails to commence to cure such breach within said sixty (60) day period and to thereafter diligently pursue such cure to completion within a reasonable period of time for such cure), the non-breaching party may (A) terminate this Agreement as of any date on which that party may select, provided said date is after the expiration of the cure period provided above; (B) cure the breach at the expense of the breaching party; (C) in the event of a breach by the County, the Company may suspend payment of Host Fees leaving the Franchise in effect. The County and the Company will each have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right to recover for all damage or losses suffered as a result of such breach, including, but not limited to the right to offset any damages or losses incurred as a result of such breach against any obligations or liabilities hereunder, except for any payments or liability that may be owed to the State.

If the Company fails to accept waste from Camden County for 72 hours, the Company will reimburse the County for the cost of disposal of the same at some other solid waste disposal facility, for so long as the Franchise and Agreement remain in full force and effect.

X. TERMINATION OF AGREEMENT

A. Notwithstanding any provision of this Agreement to the contrary and subject to the cure provisions provided in Section IX herein the Franchisees and the County agree that the Franchisees or the County will have the right to terminate this Agreement and Franchise at any time upon occurrence of any of the following events:

(1) (A) DENR fails or refuses to issue, grant or renew any permit, license, consent, authorization or approval at any time hereafter requested by the Franchisees or permanently suspends, rescinds, revokes or terminates any existing or subsequent permit, license, consent, authorization or approval, or any existing or subsequent permit, license, consent, authorization or approval expires, relating to the construction, operation, expansion or closure of the Company Landfill; (B) any change occurs in any applicable

existing law, regulation, rule, ordinance or permit condition, or in the interpretation or enforcement thereof, or any new law, regulation, rule, ordinance or permit condition is imposed or takes effect, the impact of any of which will adversely affect the ability (financial, economic or otherwise) of the Company to construct, operate, continue to operate or expand the Company Landfill or otherwise perform under this Agreement or any order, judgment, action or determinations of the DENR or any federal, state or local court, agency or governmental body is entered which will adversely affect the ability (financial, economic or otherwise) of the Franchisees to construct, operate, continue to operate or expand the Company Landfill or otherwise perform under this Agreement;

(2) The County or the Company breach or default in the observance or performance of any covenant made hereunder, or any representation or warranty made hereunder proves to be untrue or misleading in any material respect, or any covenant, representation or warranty made hereunder is deemed to be contrary to law or public policy now or hereafter existing and is therefore unenforceable or is for any other reason unenforceable, or as a result of any of the foregoing events, either party suffers or incurs or becomes or remains liable for any loss, damage, penalty, fine, cost, expense or other liability (including costs of defense, settlement and reasonable attorney's fees). Upon the occurrence of any of the foregoing events described in paragraph 1 of this Section X, either party will at any time thereafter have the right to terminate this Agreement and Franchise by written notice of termination to the other party, said written notice of termination to be effective ninety (90) days after the date of delivery of said written notice of termination setting forth the reasons for termination; provided, however, that in the event DENR or any other local, state, or federal court, agency or body having authority over the Company Landfill orders or requires the Company Landfill to cease operation or to be closed for any reason, then this Agreement may be terminated by the Company immediately in writing without the necessity for such notice. Termination of this Agreement will not release the Company of any obligation imposed by this Agreement or state law upon the Company on and after the Commencement Date, and prior to the expiration or termination of this Agreement, in accordance with all DENR regulations and this Agreement, nor will it release the Company from liability for closure and post closure expenses and risks.

B. Upon termination of the Franchise, the Company will be liable for all Fees due the County as provided herein at the time of termination.

XI. NOTICES

All notices or other communications to be given hereunder will be in writing and will be deemed delivered when mailed by registered or certified United States mail, postage prepaid, with confirmed delivery, or sent by nationally recognized overnight courier service with confirmed delivery, addressed as follows:

Company:

Black Bear Disposal, LLC
3301 Benson Dr., Suite 601
Raleigh, North Carolina 27609
Attention: Chief Executive Officer

County:

Camden County
P.O. Box 190
117 North NC 343
Camden, NC 27921

Attention: County Manager

It is agreed that either party may hereafter designate another person or address to which notice may be sent, upon written notice given to the other party in the manner specified above.

XII. MISCELLANEOUS

(1) Each of the parties hereto represents and warrants to the other party that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of such party, enforceable against each such party in accordance with its terms.

(2) This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

(3) This Agreement evidences the complete agreement between the parties hereto and will supersede all prior contracts, agreements and arrangements between the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement will be void and of no effect.

(4) Any waiver by a party will in no way affect another party's rights to enforcement of the provisions contained in this Agreement nor will any extension or waiver be held to be an extension of time or a waiver of any prior or subsequent breach of the same or any other obligation under this Agreement.

(5) This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(6) This Agreement will be deemed to be made under, and performance hereunder will be governed by, the laws of the State of North Carolina. Any legal action between the parties under this Franchise and Agreement shall be brought in Camden County. This will not preclude either party from appealing any decision.

(7) After the Commencement Date, the Company will develop a Closure Plan and establish and maintain the necessary financial assurance for the closure and post-closure care and detection monitoring of the Company Landfill as required by State regulations, and at the closure of the Company Landfill when the Company Landfill has no remaining capacity will close all cells and used landfill space of the Company Landfill at the Company's expense in accordance with the Closure Plan and all applicable state and federal regulations. Upon completion of waste disposal operations at the Company Landfill, absent objection by the State, the County will have the option to lease certain areas of the Company Landfill, for governmental or recreational purposes, for \$100.00 annually. The area available for lease will include the landfill footprint, additional space for parking (up to 45 acres) and reasonable access. The parties agree to negotiate in good faith for an amendment to the Lease, if safety issues arise or Closure Plan modifications are required. It is the intent of the parties that the Closure Plan not be used to effectively block the County's right to lease the areas described above. The lease will provide that all liabilities, obligations, costs and expenses of any nature, known or unknown, fixed or contingent, associated with the leased property, including but not limited to insurance, security, normal maintenance and property taxes will be borne by the County but excluding specific items required by the Closure Plan. Further, the County will, in the lease, agree to defend, indemnify and hold harmless the Franchisees and their officers, directors, shareholders, members, employees and agents, from and against any and all claims arising from the County's lease or use of the leased property. Nothing in this Section will, however, relieve the Company for its liability for post-closure monitoring and for expenses related to any known or unknown contamination resulting from its use of the Landfill Property.

(8) *During the Term, the Company will pay all ad valorem taxes on the Company Landfill. The County agrees not to assess the Company or the Landfill Property any special taxes, fees, charges or surcharges that apply to the Company alone, except in the case where, at the request of the Company, the County is willing to issue industrial revenue bonds for the benefit of the Company, or that are not applicable to all similarly situated property or taxpayers ("Non-Standard Tax") and will assess the land value only as required by State law. The Company will receive a dollar for dollar credit against the County's Host Fee payments as calculated pursuant to Exhibit "C" to offset the amount of the resulting Non-standard Tax levied.*

(9) *Upon request by the Company, the County agrees to establish an Industrial Revenue Bond Authority for the benefit of the Company provided that the Company pays for the costs of the same.*

(10) All rights arising under any covenant, agreement, warranty or representation contained in this Agreement will survive the expiration or termination of this Agreement, subject to any applicable statute of limitations.

(11) If any provision in this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

(12) The Company agrees to reimburse the County's legal and engineering expenses associated with the formation of this Franchise. Reimbursement will be due and payable 30 days following execution of this Franchise Agreement.

(13) (a) Except as provided in Sections III (11) and XII (7) herein, the Company agrees to defend, indemnify and hold harmless Camden County, its officers, employees and agents (the "County Indemnitees") against all claims, actions, damages, and losses of whatever nature, including regulatory actions and actions resulting from environmental contamination, arising from this Franchise or operation of the Company Landfill by the Company (including its agents and employees). This shall include but is not limited to, (a) any monetary settlements or judgments against the County, (b) all claims relating to the creation, enforcement, maintenance, termination of this Franchise, the Company's (including its contractors, agents and employees) construction, operation and/or maintenance of the Company Landfill, and (c) any costs incurred by the County, including but limited to attorney's fees, expert witness fees, court costs, engineering service costs, or any other fees or costs incurred by the County.

(b)(i) The party seeking indemnification under Section XII (13)(a) above (the "Indemnified Party") agrees to give prompt notice to the party against whom indemnity is sought (the "Indemnifying Party") of the assertion of any claim, or the commencement of any suit, action or proceeding (a "Claim") in respect of which indemnity may be sought under Section XII (13)(a) and will provide the Indemnifying Party such information with respect thereto that the Indemnifying Party may reasonably request. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying Party.

(ii) The Indemnifying Party shall be entitled to participate in the defense of any Claim asserted by any third party ("Third Party Claim") and shall be entitled to control and appoint lead counsel for such defense, in each case at its expense.

(iii) If the Indemnifying Party shall assume the control of the defense of any Third Party Claim in accordance with the provisions of Section XII (13)(b)(ii), (1) the Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim, if the settlement does not release the Indemnified Party from all liabilities and obligations with respect to such Third Party Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party and (2) the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ separate counsel of its choice for such purpose; *provided, however*, that the Indemnifying Party may not assume control of the defense of any Third Party Claim that seeks to impose solely injunctive or other equitable relief against the Indemnified Party. The fees and expenses of such separate counsel shall be paid by the Indemnified Party, unless the Indemnifying Party and the Indemnified Party are both named as parties to the proceedings and they shall have reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential differing material interests between them.

(iv) Each party shall cooperate, and cause their respective Affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

(v) Each Indemnified Party shall use reasonable efforts to collect any amounts available under insurance coverage for any Damages payable under this Agreement, *provided* that this Section XII (13)(b)(v) shall not permit the Indemnifying Party to delay any payment it owes to an Indemnified Party pursuant to this Agreement.

(c) The Company will, within thirty (30) days of any dismissal, settlement, or judgment, reimburse the County for any costs incurred under subsections (a) and (b) above.

(d) Notwithstanding the foregoing, beginning twelve (12) months following the final ruling on said litigation and to the extent Host Fees payable to the County exceed \$250,000 in a given quarter, the Company may deduct up to 10% of the Host Fee otherwise due and payable in said quarter as reimbursement of the Defense Costs until such time as all of the Defense Costs have been reimbursed to the Company by the County.

(e) Nothing in this Agreement abrogates or limits the County's ability to assert sovereign immunity, public duty doctrine or other governmental defenses; *provided, however*, in a situation where a court of competent jurisdiction has made a final determination that a claim, action or damage resulted from the negligence or wilful misconduct of the County or its agents but the County is not held responsible as a result of any of the above-described governmental defenses, the Company will not have the obligation to defend, indemnify and hold harmless the County Indemnitees if, and only to the extent, the County has liability insurance that insures the County against the negligence or wilful misconduct of any of the County Indemnities.

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(14) Nothing contained herein shall be construed to limit the authority of the Camden County Board of Commissioners to regulate fees as authorized by N.C. Gen. Stat. § 153A-136 or other applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed by their respective officers or officials pursuant to authorization contained in duly adopted resolutions or ordinances, as the case may be.

BLACK BEAR DISPOSAL, LLC

By: _____

Name: _____

Title: _____

WASTE INDUSTRIES USA, INC.

By: _____

Name: _____

Title: _____

CAMDEN COUNTY

By: _____

Name: JEFFREY R. JENNINGS

Title: Chairman, Camden County Board of Commissioners

Exhibit A

Landfill Property

Being that portion of Camden County Tax Parcel No. 01-7082-00-26-3513, totaling 1003.0 acres more or less (the "Primary Parcel"), located in Camden County, North Carolina, and purchased by Black Bear Disposal, LLC on October 4, 2004:

BEGINNING AT A NEW COTTON SPINDLE SET IN THE ASPHALT OF AN ACCESS LANE NEAR THE CENTER OF U.S. HIGHWAY 17, SAID POINT HAVING N.C. GRID COORDINATES (NAD 83) OF N(Y) 1,026,805.88 E(X) 2,771,805.04 DERIVED USING A COMBINED SCALE FACTOR OF 0.99984598 AND STATIC GPS OBSERVATIONS; THENCE N77(25'05"E 188.96' TO A COMPUTED POINT IN A CANAL AND ON THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 17, SAID POINT BEING LOCATED S22(44'21"E 60.97' FROM AN EXISTING IRON PIPE AND S22(44'21"E 754.74' FROM AN EXISTING IRON STAKE, BOTH LOCATED ON THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE ALONG THE SOUTHERN SIDE OF A 30' LANE SHOWN ON A SURVEY TITLED "SAWYER STATE LINE FARM", RECORDED IN PLAT CABINET "A" PAGE 231 OF THE CAMDEN COUNTY REGISTER OF DEEDS N77(25'05"E 3,397.64' TO AN EXISTING IRON STAKE ON THE NORTH EDGE OF A CANAL, SAID POINT BEING A SURVEY CONTROL CORNER HAVING NC GRID COORDINATES (NAD83) OF N(Y) 1,027,587.04 E(X) 2,775,304.98; THENCE ALONG THE SOUTHERN SIDE OF SAID LANE, N88(28'19"E 16,063.23' TO A POINT ON THE CAMDEN COUNTY/CURRITUCK COUNTY LINE; THENCE S46°35'05"E 2,932.21' TO A MARBLE MONUMENT LABELED "RCW JLRC 1917" ON THE NORTH SIDE OF A CANAL AND ON THE CURRITUCK\CAMDEN COUNTY LINE; THENCE S87(44'13"W 12,794.68' TO AN EXISTING IRON PIN ON THE SOUTH SIDE OF A CANAL; THENCE S87(44'13"W 8,025.58' TO A COMPUTED POINT ON THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 17; THENCE S87(44'13"W 198.54' TO A NEW IRON PIPE SET IN THE MEDIAN OF U.S. HIGHWAY 17; THENCE N22(44'21"W 1,773.49' TO THE POINT OF BEGINNING CONTAINING A TOTAL OF 1,009.623 ACRES, MORE OR LESS, ALL ACCORDING TO A SURVEY BY SURVEYING SOLUTIONS, P.C. TITLED "BOUNDARY SURVEY FOR WASTE INDUSTRIES, INC", DATED JULY 16, 2004.

Contiguous parcels also explicitly included in the Franchise are identified below (the "Contiguous Parcels"):

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-28-4871: BEING ALL OF THAT CERTAIN TRACT OF LAND DESIGNATED AS "C-3" ON THAT CERTAIN MAP OR PLAT ENTITLED "SAWYER STATE LINE FARM, SOUTH MILLS TOWNSHIP, CAMDEN COUNTY, N.C.," AND HAVING BEEN PREPARED BY ANDREW W. PEARCE, REGISTERED SURVEYOR, AND DATED 22 OCTOBER 1979 AS RECORDED IN DEED BOOK 72, PAGE 5, CAMDEN COUNTY REGISTRY. SEE DEED RECORDED IN BOOK 150, PAGE 209, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-38-6842: BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 150, PAGE 211, CAMDEN COUNTY REGISTRY, AS FURTHER DESCRIBED AS BEING THAT PARCEL SHOWN AND DESIGNATED AS "C-4" ON A PLAT PREPARED BY ANDREW W. PEARCE, REGISTERED LAND SURVEYOR (RLS L729) ENTITLED "SAWYER STATE LINE FARM, SOUTH MILLS TOWNSHIP, CAMDEN COUNTY, N.C., PLAT REVISION BLACK 'A', MARCH 1979, JANUARY 1974, DECEMBER 1976, JANUARY 1977, JANUARY AND FEBRUARY, 1978, SCALE 1" = 1000," WHICH PLAT IS ATTACHED TO DEED DATED OCTOBER 3, 1979 BY AND BETWEEN LYDIA JONES SAWYER, WIDOW, ET AL OF RECORD IN BOOK 72, PAGE 5, OF THE CAMDEN COUNTY REGISTRY WITH SAID PLAT BEING EXPRESSLY OF RECORD IN BOOK 72 AT PAGE 6-A OF SAID REGISTRY. SAID TRACT ALSO BEING TRACT C ON THE PLAT OF RECORD IN PLAT CABINET 3, SLIDE 100B OF THE CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-22-4578: BEING KNOWN AS A PART OF THE TADMORE SWAMP AND BEGINNING AT A POINT IN THE RICHMOND CEDAR WORKS LINE STANDING SOUTH 85° 8' EAST 85.34 CHAINS FROM A STONE MONUMENT--RICHMOND CEDAR WORKS AND JOHN L. ROPER LUMBER COMPANY'S CORNER IN THE UNITED STATES GOVERNMENT'S LINE OF ITS DISMAL SWAMP CANAL OR INLAND WATERWAY RIGHT-OF-WAY LINE--WHICH SAID MONUMENT STANDS 175 FEET AT RIGHT ANGLES FROM THE CENTER LINE OF THE DISMAL SWAMP CANAL, FORMERLY THE CANAL OF THE LAKE DRUMMOND CANAL & WATER COMPANY, ALSO SAID MONUMENT STANDS 4634.52 FEET SOUTHEASTWARDLY PARALLEL WITH THE CENTER LINE OF SAID CANAL FROM A GRANITE MONUMENT ON THE NEW STATE LINE BETWEEN NORTH CAROLINA AND VIRGINIA; AND RUNNING THENCE FROM SAID POINT SOUTH 15° 30' EAST 60 CHAINS; THENCE NORTH 85° 8' WEST 85.34 CHAINS TO A POINT IN THE RIGHT-OF-WAY LINE ABOVEMENTIONED, SAID POINT BEING 175 FEET AT RIGHT ANGLES FROM THE CENTER LINE OF THE SAID CANAL; THENCE WITH THE SAID RIGHT-OF-WAY LINE PARALLEL WITH THE CENTER OF THE SAID CANAL SOUTH 15° 30' EAST 20.40 CHAINS TO THE LINE OF THE 100 ACRE TRACT RESERVED BY C.T. HODGES IN THE DEED OF CONVEYANCE BY HIM TO JOHN L. ROPER LUMBER COMPANY; THENCE WITH THE LINE OF THE SAID 100 ACRE TRACT NORTH 74° EAST 35.36 CHAINS TO A JUNIPER, A CORNER OF SAID 100 ACRE TRACT; THENCE WITH THE LINE OF SAID 100 ACRE TRACT AGAIN, SOUTH 17° 30' EAST 25.45 CHAINS TO A RAILROAD IRON MARKER SITTING IN A GUM STUMP IN THE LINE OF THE SAID 100 ACRE TRACT; THENCE SOUTH 75° 30' EAST 83.30 CHAINS PRACTICALLY FOLLOWING THE EDGE OF THE SWAMP, TO A CORNER; THENCE NORTH 62° 45' EAST 82 CHAINS; THENCE NORTH 64° 5' EAST 130.60 CHAINS TO A STONE MONUMENT--RICHMOND CEDAR WORKS' CORNER IN THE LINE BETWEEN THE COUNTIES OF CAMDEN AND CURRITUCK, STATE OF NORTH CAROLINA; THENCE NORTH 85° 8' WEST 50 CHAINS; THENCE THE SAME COURSE NORTH 85° 8' WEST 181.76 CHAINS TO THE BEGINNING, CONTAINING 1407.5 ACRES, MORE OR LESS. SEE DEED RECORDED IN BOOK 58, PAGE 289, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-18-7729: BEGINNING AT AN IRON PIPE SITUATED ON THE NORTH SIDE OF A 30 FT. WIDE LANE, WHICH IRON PIPE IS FURTHER SITUATED AT THE SOUTHWEST CORNER OF LOT C-3 AS SHOWN ON MAP OF SAWYER'S STATE LINE FARM, WHICH MAP IS ATTACHED TO THAT CERTAIN DEED OF RECORD IN DEED BOOK 72 AT PAGE 5 IN THE CAMDEN COUNTY REGISTRY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH SIDE OF SAID 30 FT. WIDE LAND SOUTH 88 DEG. 29 MIN. WEST 304 FEET TO A POINT, CORNERING; THENCE NORTH 23 DEG 35 MIN. WEST 2,201.3 FEET, MORE OR LESS, TO THE NORTH CAROLINA-VIRGINIA BOUNDARY LINE; THENCE

ALONG THE NORTH CAROLINA-VIRGINIA BOUNDARY LINE NORTH 88 DEG. 28 MIN. 53 SEC. EAST 304 FEET TO THE NORTHWEST CORNER OF LOT C-3 AS SHOWN ON THE AFOREMENTIONED PLAT; THENCE ALONG THE WEST BOUNDARY LINE OF LOT C-3 SOUTH 23 DEG. 35 MIN. EAST 2,201.3 FEET TO THE IRON PIPE AT THE POINT OF BEGINNING, CONTAINING 14.24 ACRES, MORE OR LESS, BEING A PORTION OF LOT C-2B OF THE SAWYER'S STATE LINE FARM AS SHOWN ON THE PLAT ABOVE MENTIONED. SEE DEED RECORDED IN BOOK 89, PAGE 785, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7072-00-53-9446: BEGINNING AT A MONUMENT ON THE EAST SIDE OF US HIGHWAY NO. 17, WHICH SAID MONUMENT STANDS SOUTH 14° 45' WEST 78 CHAINS FROM THE OLD VIRGINIA-NORTH CAROLINA LINE DITCH AND SOUTH 14° 45' WEST 70.12 CHAINS FROM A GRANITE MONUMENT ON THE NEW STATE LINE BETWEEN VIRGINIA AND NORTH CAROLINA, AND SAID MONUMENT STANDS 175 FEET AT RIGHT ANGLES FROM THE CENTERLINE OF THE DISMAL SWAMP CANAL, SAID MONUMENT BEING THE NORTHWEST CORNER OF THE PROPERTY HEREIN CONVEYED AND THE SOUTHWEST CORNER OF SOUKUP PROPERTY, AND THE SAID BEGINNING POINT BEING IDENTIFIED ON THE MAP HEREINAFTER REFERRED BY THE FIGURE "1", AND RUNNING THENCE FROM SAID BEGINNING POINT AND ALONG THE SOUKUP LINE SOUTH 84° 23' EAST 85.34 CHAINS TO A CORNER OF THE MCPHERSON PROPERTY; THENCE WITH THE MCPHERSON LINES SOUTH 14° 45' EAST 60.00 CHAINS TO A CORNER; THENCE NORTH 84° 23' WEST 85.34 CHAINS TO US HIGHWAY NO. 17; THENCE WITH US HIGHWAY NO. 17 NORTH 14° 45' WEST 60.00 CHAINS TO THE POINT OF BEGINNING, CONTAINING 479.2 ACRES, MORE OR LESS. SEE DEED RECORDED IN BOOK 94, PAGE 159, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7072-00-68-2569: BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 121, PAGE 818, CAMDEN COUNTY REGISTRY, AS MORE PARTICULARLY DESCRIBED AS PARCEL B-3A (42.797 ACRES) AS SHOWN ON A MAP ENTITLED IN PART "SAWYER STATE LINE FARM" WHICH MAP IS ATTACHED TO DEED RECORDED AT DEED BOOK 72, PAGE 5 OF THE CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7072-00-88-8651: PARCELS B-4, B-3B, AND C-1 AS SHOWN ON A MAP ENTITLED IN PART "SAWYER STATE LINE FARM" WHICH MAP IS ATTACHED TO DEED RECORDED AT DEED BOOK 72, PAGE 5 OF THE CAMDEN COUNTY REGISTRY AND TO WHICH MAP REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION. SEE DEED RECORDED IN BOOK 81, PAGE 296, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7072-00-48-9555: BEING ALL OF PARCEL B-2 CONTAINING 77.94 ACRES, MORE OR LESS, AS SHOWN ON A MAP ENTITLED IN PART "SAWYER STATE LINE FARM" WHICH MAP IS ATTACHED TO DEED RECORDED AT DEED BOOK 72, PAGE 5 OF THE CAMDEN COUNTY REGISTRY. SEE DEED RECORDED IN BOOK 72, PAGE 5, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-08-9772: PARCEL C-2A AS SHOWN ON A MAP ENTITLED IN PART "SAWYER STATE LINE FARMS" WHICH MAP IS ATTACHED TO DEED RECORDED IN DEED BOOK 72, PAGE 5 OF THE CAMDEN COUNTY REGISTRY. ALSO CONVEYED HEREBY FOR THE BENEFIT OF PARCEL C-2A IS A PERMANENT EASEMENT FOR INGRESS, EGRESS AND REGRESS TO AND FROM THE RESPECTIVE PARCEL, IN COMMON WITH OWNERS OF PROPERTY DELINEATED ON THE AFORESAID PLAT, OVER AND ALONG THAT CERTAIN 30 FOOT WIDE LANE SITUATED ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED TRACT, AS SHOWN ON SAID PLAT, INCORPORATED HEREIN BY REFERENCE. PARCEL C-2A BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE PLAT HEREIN REFERENCED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY THE SOUTHEAST CORNER OF PARCEL C-1 AND FURTHER MARKING THE SOUTHWEST CORNER OF THE LOT HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING NORTH 23° 35' 00" WEST 2,201.4 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL C-1 AS SHOWN ON THE PLAT HEREIN REFERENCED; THENCE NORTH 88° 30' 07" EAST 126.0 FEET TO A POINT; THENCE NORTH 88° 28' 53" EAST 482.0 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF PARCEL C-2B AS SHOWN ON THE PLAT HEREIN REFERENCED; THENCE SOUTH 23° 35' 00" EAST, 2,201.3 FEET TO A POINT IN THE NORTHERN MARGIN OF THE 30 FOOT LANE ABOVE REFERRED TO AND FURTHER BEING THE SOUTHWEST CORNER OF PARCEL C-2B; THENCE FROM SAID POINT SOUTH 88° 29' 00" WEST 608.00 FEET TO THE POINT AND PLACE OF BEGINNING. SAME FURTHER BEING A PORTION OF TRACT TWO AS SET FORTH IN DEED DATED APRIL 14, 1985 FROM CHARLES RALPH SAWYER AND WIFE DEBTORS-IN-POSSESSION TO W.W. REALTY OF RECORD IN BOOK 81, PAGE 296 OF THE CAMDEN COUNTY REGISTRY. SEE DEED RECORDED IN BOOK 121, PAGE 516, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-48-6337:

BEGINNING AT AN IRON PIPE WHICH IS SITUATED ON THE NORTH SIDE OF A 30 FT. WIDE LANE, AND WHICH IRON PIPE IS FURTHER SITUATED AT THE SOUTHEAST CORNER OF LOT C-4 AS SHOWN ON MAP OF SAWYER'S STATE LINE FARM, WHICH MAP IS ATTACHED TO THAT CERTAIN DEED OF RECORD IN DEED BOOK 72 AT PAGE 5 IN THE CAMDEN COUNTY REGISTRY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING, ALONG THE CENTER OF A DITCH, NORTH 23 DEG. 35 MIN. WEST 2,201.3 FEET TO AN IRON PIPE IN THE CENTER OF ANOTHER DITCH WHICH DIVIDES THE PROPERTY HEREIN CONVEYED FROM THE PROPERTY OF THE GEORGE WASHINGTON HUNT CLUB; THENCE ALONG THE CENTER OF SAID LAST MENTIONED DITCH NORTH 88 DEG. 29 MIN. EAST 258.85 FEET TO AN IRON PIPE, CORNERING; THENCE SOUTH 23 DEG. 35 MIN. EAST 2,201.3 FEET TO ANOTHER IRON PIPE AT THE NORTH SIDE OF SAID 30 FT. WIDE LANE; THENCE ALONG THE NORTH SIDE OF SAID 30 FT. WIDE LANE SOUTH 88 DEG. 29 MIN. WEST 258.85 FEET TO THE IRON PIPE AT THE POINT OF BEGINNING, CONTAINING 12.122 ACRES, MORE OR LESS, AND BEING A PORTION OF LOT D-1 AS SHOWN ON SAID MAP OF SAWYER'S STATE LINE FARM. SEE DEED RECORDED IN BOOK 89, PAGE 596 CAMDEN COUNTY REGISTRY.

(SUBDIVIDED, SEE PIN 01-7082-00-49-2340)

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-48-7750, purchased by Waste Industries Landco, LLC on October 17, 2003:

BEGINNING AT AN IRON PIPE WHICH IS SITUATED ON THE NORTH SIDE OF A 30 FT. WIDE LANE, WHICH IRON PIPE IS FURTHER SITUATED SOUTH 88 DEG. 29 MIN. WEST A DISTANCE OF 640.57 FEET FROM THE SOUTHWEST CORNER OF LOT D2 AS SHOWN ON MAP OF SAWYER'S STATE LINE FARM, WHICH MAP IS ATTACHED TO DEED OF RECORD IN DEED BOOK 72 AT PAGE 5 IN THE CAMDEN COUNTY REGISTRY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 23 DEG. 35 MIN. WEST 2,201.3 FEET TO AN IRON PIPE IN THE CENTER OF A DITCH WHICH DIVIDES THE PROPERTY HEREIN DESCRIBED FROM THE GEORGE WASHINGTON HUNT CLUB; THENCE ALONG THE CENTER OF SAID DITCH SOUTH 88 DEG. 29 MIN. WEST 320.28 FEET TO AN IRON PIPE, CORNERING; THENCE SOUTH 23 DEG. 35 MIN. EAST 2,201.3 FEET TO AN IRON PIPE AT THE NORTH SIDE OF SAID 30 FT. WIDE LANE; THENCE ALONG THE NORTH SIDE OF SAID 30 FT. WIDE LANE NORTH 88 DEG. 29 MIN. EAST 320.28 FEET TO THE IRON PIPE AT THE POINT OF BEGINNING, CONTAINING 15 ACRES, AND BEING A PORTION OF LOT D1 AS SHOWN ON SAID MAP OF SAWYER'S STATE LINE FARM. SEE DEED RECORDED IN BOOK 88 PAGE 402, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-49-2340:

BEGINNING AT AN IRON PIN SITUATED ON THE WEST SIDE OF A DITCH, WHICH IRON PIN MAY BE LOCATED AS FOLLOWS: STARTING AT AN EXISTING IRON PIN SITUATED ON THE NORTHERN RIGHT OF WAY LINE OF AN EXISTING 30' WIDE LANE, WHICH LAST MENTIONED EXISTING IRON PIN IS FURTHER SITUATED A DISTANCE OF 2.5 MILES EASTWARDLY FROM U.S. HIGHWAY 17, AND THENCE NORTH 23° 35' 00" WEST 2,201.36 FEET TO THE IRON PIN WHICH MARKS THE POINT OF BEGINNING OF THE TRACT HEREIN CONVEYED; AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST SIDE OF THE AFORESAID DITCH NORTH 23° 35' 00" WEST 1,089.79 FEET TO A POINT AT THE NORTH CAROLINA/VIRGINIA STATE LINE; THENCE ALONG SAID STATE LINE AS IT BORDERS PROPERTY NOW OR FORMERLY OWNED BY THE GEORGE WASHINGTON HUNT CLUB NORTH 88° 28' 53" EAST 258.77 FEET TO A POINT, CORNERING; THENCE SOUTH 23° 35' 00" EAST 17.59 FEET TO AN EXISTING IRON PIN; THENCE CONTINUING SOUTH 23° 35' 00" EAST 1,071.98 FEET TO AN EXISTING IRON PIN, CORNERING; THENCE SOUTH 88° 29' 00" WEST 258.85 FEET TO THE IRON PIN AT THE POINT OF BEGINNING, CONTAINING 6 ACRES AND BEING IDENTIFIED AS "PARCEL A" ON THAT CERTAIN PLAT PREPARED BY EDWARD T. HYMAN, JR., REGISTERED SURVEYOR, OF RECORD IN PLAT CABINET 3, SLIDE 25-B IN THE OFFICE OF THE REGISTER OF DEEDS OF CAMDEN COUNTY, NC AND INCORPORATED HEREIN BY REFERENCE. SEE DEED RECORDED IN BOOK 127, PAGE 153, CAMDEN COUNTY REGISTRY.

(OUT OF PIN 01-7082-00-48-6337)

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-58-2741:

BEGINNING AT AN IRON PIPE WHICH IS SITUATED ON THE NORTH SIDE OF A 30 FT. WIDE LANE, AND WHICH IRON PIPE IS FURTHER SITUATED AT THE SOUTHWEST CORNER OF LOT D2 AS SHOWN ON MAP OF SAWYER'S STATE LINE FARM, WHICH MAP IS ATTACHED TO THAT CERTAIN DEED OF RECORD IN DEED BOOK 72 AT PAGE 5 IN THE CAMDEN COUNTY REGISTRY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH SIDE OF SAID 30 FT. WIDE LANE SOUTH 88 DEG. 29 MIN. WEST 640.57 FEET TO AN IRON PIPE IN THE LINE OF PROPERTY NOW OR FORMERLY OWNED BY STEWART LEE SAWYER AND WIFE, VIRGINIA C. SAWYER; THENCE ALONG SAID SAWYER LINE NORTH 23 DEG. 35 MIN. WEST 2,201.3 FEET TO AN IRON PIPE IN THE CENTER OF A DITCH WHICH DIVIDES THE PROPERTY HEREIN CONVEYED FROM THE PROPERTY OF THE GEORGE WASHINGTON HUNT CLUB; THENCE ALONG THE CENTER OF SAID DITCH NORTH 88 DEG. 29 MIN. EAST 640.57 FEET TO AN IRON PIPE SITUATED AT THE NORTHWEST CORNER OF SAID LOT D2; THENCE ALONG THE EAST EDGE OF A DITCH SOUTH 23 DEG. 35 MIN. EAST 2,201.3 FEET TO THE IRON PIPE AT THE POINT OF BEGINNING, CONTAINING 30 ACRES, AND BEING A PORTION OF LOT D1 AS SHOWN ON SAID MAP OF SAWYER'S STATE LINE FARM. SEE DEED RECORDED IN BOOK 89, PAGE 407, CAMDEN COUNTY REGISTRY.

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-19-2165:

BEGINNING AT A POINT MARKED BY A SET IRON ROD MARKING THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DEED OF EVEN DATE FROM GRANTOR TO WILLIAM E. KNOWLES AND FURTHER LOCATED N 23 DEG 35 MIN 00 SEC W, 1,407.73 FEET ALONG A DITCH MARKING THE WEST LINE OF THE PROPERTY NOW OR FORMERLY BELONGING TO MARTHA A. AND JOHN F. KNOWLES, SR. (BOOK 89, PAGE 785 OF THE CAMDEN COUNTY REGISTRY) FROM A SET IRON ROD MARKING THE SOUTHEAST CORNER OF OTHER PROPERTY BELONGING TO GRANTOR IN THE NORTH RIGHT-OF-WAY LINE OF PONDEROSA DRIVE (30' R/W); THENCE FROM SAID POINT OF BEGINNING AND SET IRON ROD S 88 DEG 29 MIN 00 SEC W, 266.24 FEET ALONG THE NORTH LINE OF THE SAID WILLIAM E. KNOWLES PROPERTY TO A POINT MARKED BY A SET IRON ROD IN THE EAST MARGIN OF A THIRTY-FIVE (35) FOOT EASEMENT; THENCE FROM SAID POINT AND SET IRON ROD N 23 DEG 35 MIN 00 SEC W, 353.09 FEET ALONG THE EAST MARGIN OF THE THIRTY-FIVE FOOT EASEMENT TO A POINT MARKED BY A SET IRON ROD; THENCE FROM SAID POINT AND SET IRON ROD S 88 DEG 29 MIN 00 SEC W, 266.24 FEET ALONG THE SOUTH LINE OF OTHER PROPERTY BELONGING TO GRANTOR; THENCE FROM SAID POINT AND SET IRON ROD S 23 DEG 35 MIN 00 SEC E, 353.09 FEET ALONG THE WEST LINE OF PROPERTY NOW OR FORMERLY BELONGING TO MARTHA A. AND JOHN F. KNOWLES, SR. (BOOK 89, PAGE 785 OF THE CAMDEN COUNTY REGISTRY) TO THE SET IRON ROD AND POINT OF BEGINNING. SEE DEED RECORDED IN BOOK 137, PAGE 63, CAMDEN COUNTY REGISTRY.

(OUT OF PIN 01-7082-00-18-3720)

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-18-4811:
BEGINNING AT A POINT MARKED BY A SET IRON ROD MARKING THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DEED OF AN EVEN DATE FROM GRANTOR TO BEVERLY KNOWLES COMPTON AND FURTHER LOCATED N 23 DEG 35 MIN 00 SEC W, 1,054.64 FEET ALONG A DITCH MARKING THE WEST LINE OF THE PROPERTY NOW OR FORMERLY BELONGING TO MARTHA A. AND JOHN F. KNOWLES, SR. (BOOK 89, PAGE 785 OF THE CAMDEN COUNTY REGISTRY) FROM A SET IRON ROD MARKING THE SOUTHEAST CORNER OF OTHER PROPERTY BELONGING TO GRANTOR IN THE NORTH RIGHT-OF-WAY LINE OF PONDEROSA DRIVE (30' R/W); THENCE FROM SAID POINT OF BEGINNING AND SET IRON ROD S 88 DEG 29 MIN 00 SEC W, 266.24 FEET ALONG THE NORTH LINE OF THE SAID COMPTON PROPERTY TO A POINT MARKED BY A SET IRON ROD IN THE EAST MARGIN OF A THIRTY-FIVE (35) FOOT EASEMENT; THENCE FROM SAID POINT AND SET IRON ROD N 23 DEG 35 MIN 00 SEC W, 353.09 FEET ALONG THE EAST MARGIN OF THE THIRTY-FIVE FOOT EASEMENT TO A POINT MARKED BY A SET IRON ROD; THENCE FROM SAID POINT AND SET IRON ROD S 88 DEG 29 MIN 00 SEC W, 266.24 FEET ALONG THE SOUTH LINE OF PROPERTY CONVEYED BY DEED OF AN EVEN DATE HERewith FROM GRANTOR TO DEBORAH KNOWLES HOGAN; THENCE FROM SAID POINT AND SET IRON ROD S 23 DEG 35 MIN 00 SEC E, 353.09 FEET ALONG THE WEST LINE OF PROPERTY NOW OR FORMERLY BELONGING TO MARTHA A. AND JOHN F. KNOWLES, SR. (BOOK 89, PAGE 785 OF THE CAMDEN COUNTY REGISTRY) TO THE SET IRON ROD AND POINT OF BEGINNING. SEE DEED RECORDED IN BOOK 137, PAGE 60, CAMDEN COUNTY REGISTRY.

(OUT OF PIN 01-7082-00-18-3720)

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-18-5449:
BEGINNING AT A POINT MARKED BY A SET IRON ROD MARKING THE NORTHEAST CORNER OF OTHER PROPERTY BELONGING TO GRANTOR AND FURTHER LOCATED N 23 DEG 35 MIN 00 SEC W, 701.55 FEET ALONG A DITCH MARKING THE COMMON PROPERTY LINE OF GRANTOR AND THE PROPERTY NOW OR FORMERLY BELONGING TO MARTHA A. AND JOHN F. KNOWLES, SR. (BOOK 89, PAGE 785 OF THE CAMDEN COUNTY REGISTRY) FROM A SET IRON ROD MARKING THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY IN THE NORTH RIGHT-OF-WAY LINE OF PONDEROSA DRIVE (30' R/W); THENCE FROM SAID POINT OF BEGINNING AND SET IRON ROD S 88 DEG 29 MIN 00 SEC W, 266.24 FEET ALONG THE NORTH LINE OF PROPERTY BELONGING TO GRANTOR TO A POINT MARKED BY A SET IRON ROD IN THE EAST MARGIN OF A THIRTY-FIVE (35) FOOT EASEMENT; THENCE FROM SAID POINT AND SET IRON ROD N 23 DEG 35 MIN 00 SEC W, 353.09 FEET ALONG THE EAST MARGIN OF THE THIRTY-FIVE FOOT EASEMENT TO A POINT MARKED BY A SET IRON ROD; THENCE FROM SAID POINT AND SET IRON ROD S 88 DEG 29 MIN 00 SEC W, 266.24 FEET ALONG THE SOUTH LINE OF PROPERTY CONVEYED BY DEED OF AN EVEN DATE HERewith FROM GRANTOR TO WILLIAM E. KNOWLES; THENCE FROM SAID POINT AND SET IRON ROD S 23 DEG 35 MIN 00 SEC E, 353.09 FEET ALONG THE WEST LINE OF PROPERTY NOW OR FORMERLY BELONGING TO MARTHA A. AND JOHN F. KNOWLES, SR. (BOOK 89, PAGE 785 OF THE CAMDEN COUNTY REGISTRY) TO THE SET IRON ROD AND POINT OF BEGINNING. SEE DEED RECORDED IN BOOK 137, PAGE 57, CAMDEN COUNTY REGISTRY.

(OUT OF PIN 01-7082-00-18-3720)

LEGAL DESCRIPTION FOR PARCEL IDENTIFICATION NO. 01-7082-00-18-3720:
BEGINNING AT A POINT SITUATED ON THE NORTH SIDE OF A 30 FT. WIDE LANE, WHICH BEGINNING POINT IS FURTHER SITUATED SOUTH 88 DEG. 29 MIN. WEST A DISTANCE OF 304 FEET FROM AN IRON PIPE AT THE SOUTHWEST CORNER OF LOT C-3 AS SHOWN ON THAT CERTAIN MAP OF SAWYER'S STATE LINE FARM, WHICH MAP IS ATTACHED TO THE DEED OF RECORD IN BOOK 72 AT PAGE 5 IN THE CAMDEN REGISTRY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH SIDE OF SAID 30 FT. WIDE LANE SOUTH 88 DEG. 29 MIN. WEST 304 FEET TO A POINT, CORNERING; THENCE NORTH 23 DEG. 35 MIN. WEST 2,201.3 FEET TO A POINT IN THE NORTH CAROLINA-VIRGINIA BOUNDARY LINE; THENCE ALONG SAID BOUNDARY LINE NORTH 88 DEG. 28 MIN. 53 SEC. EAST 304 FEET TO A POINT, CORNERING; THENCE SOUTH 23 DEG. 35 MIN. EAST 2,201.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 14.24 ACRES, MORE OR LESS, AND BEING A PORTION OF LOT C-2B OF THE SAWYER'S STATE LINE FARM AS SHOWN ON THE AFORESAID MAP. SEE DEED RECORDED IN BOOK 89, PAGE 787, CAMDEN COUNTY REGISTRY.

(SUBDIVIDED, SEE PIN 01-7082-00-18-4811; PIN 01-7082-00-19-2165; PIN 01-7082-00-18-5449)

Exhibit B

In-County Waste Disposal Cost

1. The following maximum prices apply only to waste generated within the County, and are guaranteed only if the average daily volume accepted by the Company averages over 500 tons per working day for the prior calendar quarter, excluding the first two quarters. Subject to the approval of the Board of County Commissioners, the Company may adjust the in-county disposal price every calendar quarter if the outside volume is less than 500 tons per working day for the prior calendar quarter, excluding the first two quarters. Pass-through Taxes as defined herein will be collected in addition to the guaranteed maximum price defined below. Except for County Convenience Site Waste, the Company will have the right to determine whether the waste was generated within Camden County in its reasonable discretion.
2. Subject to the provisions of paragraph 1 above, the following maximum prices will be effective on the Commencement Date and are subject to annual increases based on one-half (1/2) of the increase in the Consumer Price Index-Southern Region City Average-All Urban Consumers-All Items (1982-84=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the month prior to each annual anniversary of the Commencement Date. If the CPI is no longer available, then a comparable replacement index will be used once approved by the Board of County Commissioners.

Waste Type Price

County Convenience Site Waste	Free up to 16,000 tons per year
County Convenience Site Waste	\$30/ton if over 16,000 tons/year

Commercial Solid Waste* (other than Industrial Solid Waste)	\$30/ton
Construction and Demolition Waste	\$30/ton
Industrial Solid Waste	No maximum price
Solid Waste that requires special handling	No maximum price

* In addition to waste collected at commercial establishments, Commercial Waste also includes waste collected from residential dwellings where a fee is charged for the collection and disposal service.

Exhibit C

Host Fees

As consideration for the Franchise and for hosting a disposal site for the disposal of solid waste, the County will earn a Host Fee. The Host Fee will be earned by the County only on the Company's actual cash receipts or other valuable consideration received* for all solid waste disposed of in one or more of the waste disposal cells at the Company Landfill. For purposes of this calculation, actual cash receipts will not include Pass-through Taxes or amounts received by the Company for the recycling or other re-use of materials (such as wood chips for landscaping, sewer sludge for cover soils, tire chips for construction of the landfill liner and asphalt for temporary road beds). The Host Fee will be due and payable by the Company quarterly, within 30 days of the end of each calendar quarter, based on the volume delivered to the Company Landfill during the prior calendar quarter. This is to say that all waste entering the Company Landfill shall be counted towards the number of tons in establishing the Host Fee and the actual cash receipts shall be the total cash receipts less any cash receipts specifically excluded hereunder, namely the Pass-Through Taxes or amounts received by the Company for the recycling or re-use of materials. The average daily volume of waste, including those wastes that are re-used as described above but not those wastes delivered to a recycling center that may be located at the Company Landfill in the future, for the quarter will be calculated by dividing the total volume of such waste delivered to the Company Landfill during the quarter by the total operating days in the quarter. The Company will provide a detailed report outlining the calculations of the Host Fee including any calculations used for making any deductions.

The Host Fee earned will be calculated based on the following tiered structure:

<u>Average Daily Volume for the Quarter</u>	<u>Host Fee</u>
0 to 500 tons per day	0%
greater than 500 and up to and including 1500 tons per day	5% of cash receipts collected, back to ton 1
greater than 1500 tons per day	7% of cash receipts collected for tons greater than 1500

* For the purpose of this calculation, cash receipts is intended to include other valuable consideration from in-kind services or bartered transactions once the value has been realized by the Company. For example: if the Company accepts services worth \$1,000 in lieu of \$1,000 cash for disposal of waste in the Company Landfill, the Host fee will be calculated based on the value of the service once the service has actually been performed.

Proclamation - 24th Annual National Night Out

Commissioner Melvin Jeralds made a motion to approve the Proclamation for the 24th Annual National Night Out to be held on August 7th, 2007. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Proclamation

National Night Out 2007

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 7th, 2007 entitled "National Night Out"; and

WHEREAS, the "24th Annual National Night Out" provides a unique opportunity for Camden County to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, your organization plays a vital role in assisting the Camden County Sheriff's Office through joint crime, drug and violence prevention efforts in Camden County and is supporting "National Night Out 2007" locally; and

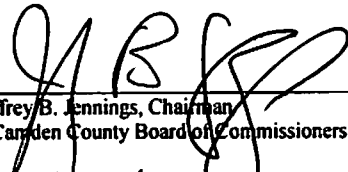
WHEREAS, it is essential that all citizens of Camden County be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Camden County; and

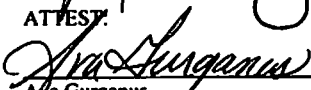
WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

NOW, THEREFORE WE, COMMISSIONERS, do hereby call upon all citizens of Camden County to join Camden County Sheriff's Office and the National Association of Town Watch in supporting "24th Annual National Night Out" on August 7th, 2007.

FURTHER, LET IT BE RESOLVED THAT, WE, COMMISSIONERS, do hereby proclaim Tuesday, August 7th, 2007 as "NATIONAL NIGHT OUT" in Camden County.

(SEAL)


Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:

Ava Gurganus
Clerk to the Board of Commissioners

Proclamation – National County Government Week – April 22-28, 2007

Commissioner Philip Faison made a motion to approve the Proclamation for National County Government Week on April 22 – 28, 2007. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

National County Government Week
April 22-28, 2007

Protecting the Environment

WHEREAS, the nation's 3,066 counties provide a variety of essential public services to communities serving 300 million Americans; and

WHEREAS, counties take seriously their responsibility to protect and enhance the health, welfare and safety of its citizens in sensible and cost-effective ways; and

WHEREAS, many county government initiatives involve the protection of valuable and vulnerable environmental resources in communities; and

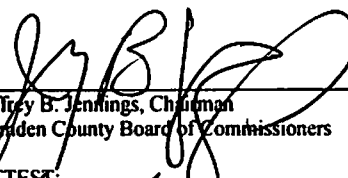
WHEREAS, the National Association of Counties is the only national organization that represents county governments in the United States, provides essential services to the nation's counties, advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money; and

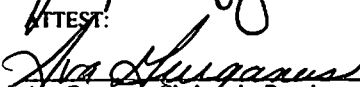
WHEREAS, the National Association of Counties first celebrated National County Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by the nation's counties,

NOW, THEREFORE, BE IT RESOLVED THAT I, Jeffrey B. Jennings, do hereby proclaim April 22-28, 2007 as National County Government Week in Camden County.

(SEAL)


Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:

Ava Gurganus, Clerk to the Board

Local Emergency Planning Committee (LEPC) Recommendations

ARA Title III (Superfund Amendments and Reauthorization Act), commonly known as a Community Right to Know Law, requires the formation of a Local Emergency Planning Committee (LEPC) for each county. The function of this committee is to develop plans for handling emergencies involving chemicals or hazardous materials, to disseminate information about the activities of the LEPC and to work with businesses toward compliance.

Each committee shall include representatives from each of the following groups or organizations:

- * Elected State and local officials;
- * Law Enforcement,

- * Emergency Management,
- * Firefighting,
- * Emergency Medical,
- * Health,
- * Local Environmental,
- * Hospital, and
- * Transportation personnel;
- * Broadcast and Print media;
- * Community Groups; and
- * Owners and Operators of facilities subject to the requirements of SARA Title III (this would be owner/operators of Tier II facilities).

The Board of Commissioners recommends members to the Chairman of the State Emergency Response Commission (SERC) for appointment to the LEPC (Local Emergency Planning Committee)

The LEPC is a joint committee of representatives from Pasquotank, Camden and Elizabeth City. However, in the past appointees that have been made to this board were made up of members that did not attend the meetings. Much of the reason of this was due to it always being the department head that was appointed and not someone that was committed to attending the meetings. Because of this the LEPC became a defunct committee. This is not acceptable it is required however to have this committee in place.

While it is not necessary for Camden County to appoint someone to fill all the above positions it would be good if they could appoint representatives from various agencies within the county that would deal with hazardous materials in some way within their job. This could include: law enforcement, fire department, water department, county commissioner, and any other areas.

The County Commissioners will recommend the appointments to the Pasquotank-Camden LEPC. Emergency Management Director Christy Saunders will submit those recommendations to the Chairman of the SERC for their state appointment. A meeting is scheduled for May 24th to try and get this committee back together.

The following are suggestions for committee members: Law Enforcement – Sheriff Tony Perry; Fire – Robbie Tarkington and Kenny Swinson; Fire Marshall – Barry Overman; Ham Radio – Albemarle Radio Association; Cable Service – Dave Kane of Mediacom; School System – Dr. Ron Melchiorre; Emergency Management – Christy Saunders; EMS – Jerry Newell; Central Communications – Ed Conran; Health Department – Jerry Parks; Mental Health – Charles Franklin; Social Services – Sylvia Holley; Building Inspector – Larry Payne; County Manager – Randell Woodruff; Media – Cox News; Broadcast – Ava Gurganus.

Commissioner Mike Andrews made a motion to approve the committee members as suggested by staff. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Albemarle Economic Development Commission (AEDC) Bylaws

The AEDC Board of Directors, at their March 28, 2007 meeting, unanimously voted to amend the organizations Bylaws to include the following changes, which are in **bold** print:

- Article VI, The Commission and the Commission Officers
Section 5. In addition to the Commission officers above named, and **Economic Developer delete Executive Director (Director)** may be employed upon the affirmative vote of six voting Commission members. The **Economic Developer delete Executive Director (Director)** shall conduct the business and activities of the Commission in strict compliance with the rules and policies adopted by the said Commission. In the absence of a **Developer delete Director**, the Chairman shall assume such duties.

- Article VII, The Duties of Officers

Section 4. The **Economic Developer** *delete Executive Director* shall function at the direction of the AEDC Board.

- Article VIII, Compensation

Delete: All disbursements shall be made upon approval of authorized vouchers submitted to the Pasquotank County Finance Office.

Commissioner Melvin Jeralds made a motion to approve the amended AEDC Bylaws. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Budget Amendments – 2006-07-BA031 & 2006-07-BA032

Commissioner Melvin Jeralds made a motion to approve budget amendment 2006-07-BA031 as presented by the finance office. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

2006-07-BA031 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, 2007.

Section 1. To amend the General Fund, the expenditures are to changed as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
105100-546200	Prisoner Health Care	\$12,600.00	
109990-500000	Contingency		\$12,600.00

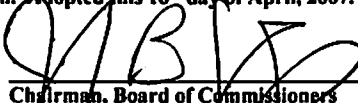
Prisoner Medical costs to date and safekeeping for Bonney thru June

This will result in a decrease of \$12,600 in the Contingency of the General Fund.

Balance in Contingency \$2,168.00.

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 16th day of April, 2007.


Clerk to Board of Commissioners


Chairman, Board of Commissioners

Commissioner Philip Faison made a motion to approve budget amendment 2006-07-BA032 as presented by the finance office. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

2006-07-BA032 CAMDEN COUNTY BUDGET AMENDMENT

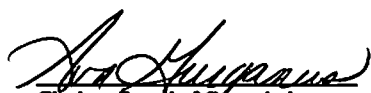
BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2007.

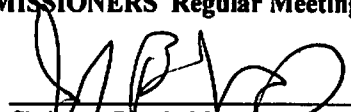
Section 1. To amend the South Mills Fire Commission, the expenditures are to be changed as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
415300-574116	Bank loan payment	\$5,611.00	
Revenue:			
41399530-439900	Fund Balance Appropriated	\$5,611.00	

Truck payments begin in April.

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 16th day of April, 2007.


Clerk to Board of Commissioners


Chairman, Board of Commissioners

Tax Releases, Pick Ups & Refunds

Commissioner Mike Andrews made a motion to approve the tax releases, pick ups and refunds as submitted by the Tax Administrator. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	286.81	Release Incorrect Value
	118.28	Pick Up
	168.53	Adjustment
Blackwater	286.81	Release Incorrect Value
	118.28	Pick Up
	168.53	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	286.81	Release Incorrect Value
	118.28	Pick Up
	168.53	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Blackwater	325.95	Release Incorrect Value
	134.43	Pick Up
	191.52	Adjustment
Norman Cartwright	267.10	Release Wrong County
Philip & Cheryl Sawyer	208.04	Release Turned in Plates
Leigh Browner	257.64	Release Wrong County
Linda Turner	134.58	Release Turned in Plates
Gary Strickland	182.02	Release Wrong County
Melinda & Michael Riley	162.67	Release Military Exempt

Tax Collection Report – March 2007

Commissioner Melvin Jeralds made a motion to approve the Tax Collection Report for March 2007 in the amount of \$219,262.88 as submitted by the Tax Administrator. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Refunds to be Issued by Finance Office

The Tax Administrator submitted the following refunds to be issued by the Finance office:

George Raper & Son	\$769.50
Ronald Elton Leary	169.29
Ronnie Straton	136.22

Commissioner Philip Faison made a motion to approve the refunds to be issued by the Finance office as submitted by the Tax Administrator. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Refund Request - Wells Fargo Home Mortgage - 2005

Commissioner Melvin Jeralds made a motion to approve a refund request from Wells Fargo Home Mortgage - 2005 in the amount of \$192.21 as submitted by the Tax Administrator. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Refund Request - Wells Fargo Home Mortgage - 2006

Commissioner Philip Faison made a motion to approve a refund request from Wells Fargo Home Mortgage - 2006 in the amount of \$179.60 as submitted by the Tax Administrator. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

Proclamation - Fair Housing Month - April 2007

Commissioner Mike Andrews made a motion to approve a Proclamation for April 2007 as Fair Housing Month. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

**PROCLAMATION
FOR
FAIR HOUSING MONTH
APRIL 2007**

WHEREAS, April 2007 marks the 39th anniversary of the Federal Housing Act of 1968 and the 24th anniversary of the North Carolina Fair Housing Act. Both laws prohibit discrimination in housing because of race, color, sex, religion, national origin, handicap and familial status; and

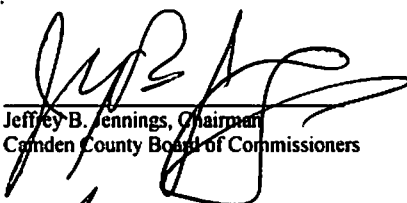
WHEREAS, the Camden County Board of Commissioners, Northeastern Community Development Corporation, City of Elizabeth City, Elizabeth City State University Community Development Program, Elizabeth City Neighborhood Corp., River City Community Development, and the Albemarle Area Board of Realtors, county and local governments, concerned citizens and the housing industry, are working to make fair housing opportunities possible for all our citizens. Through their efforts, they are encouraging others to abide by the letter and the spirit of the fair housing laws; and

WHEREAS, one of the most important concerns of Camden County citizens is the availability of housing to them as individuals and families. By supporting and promoting fair housing and equal opportunity, we are contributing to the health of our County and our State;

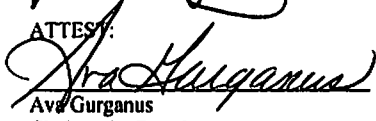
NOW, THEREFORE, I, Jeffrey B. Jennings, Chairman of the Camden County Board of Commissioners, do hereby proclaim April 2007 as "Fair Housing Month" in Camden County, and urge our citizens to rededicate themselves to ensuring that fair housing laws are always upheld and citizens are protected against discrimination.

ADOPTED, this 16th day of April 2007.

(Seal)


Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:


Ava Gurganus
Clerk to the Board

County Manager's Report

Audio System:

County Manager Randell Woodruff reported on the cost of an audio broadcast as an alternative to televised Commissioners meeting.

Commissioner Carolyn Riggs stated she would like money set aside for the future to broadcast the meetings. Commissioner Mike Andrews and Philip Faison expressed their interest and support in having the meetings televised.

County Manager Randell Woodruff advised that this project would be a major expense; approximately \$18,000.00 to \$20,000.00 for permanent in place cameras.

Chairman Jeffrey Jennings stated only effective equipment should be used.

County Manager Randell Woodruff stated he would research the issue further.

Community Park Contractual Maintenance – Turf Program:

County Manager Randell Woodruff submitted an estimate from Randy Black to provide lawn care for the turf project proposed for the Community Park.

Commissioner Carolyn Riggs asked if this service was publicly advertised.

Hearing no objections, Chairman Jeffrey Jennings so ordered the County Manager to seek bids for a lawn care service at the Community Park.

Closed Session – Pursuant to G.S. 143-318.11(a)(3) – Consultation with Attorney regarding the litigation brought by the City of Chesapeake against Camden County and Black Bear Disposal

Commissioner Mike Andrews made a motion to go into closed session pursuant to G.S. 143-318.11(a)(3) for the purpose of consultation with the County Attorney regarding the litigation brought by the city of Chesapeake against Camden County and Black Bear Disposal. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

The Commissioners entered closed session at 8:27 p.m.

Commissioner Mike Andrews made a motion to come out of closed session and back into regular session. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

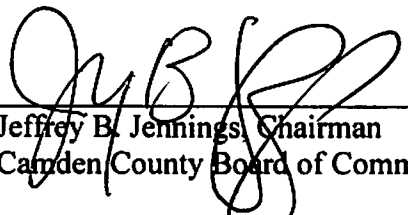
The Commissioners re-entered regular session at 8:59 p.m.

Chairman Jeffrey Jennings called for any motions. Hearing no motions, Chairman Jeffrey Jennings proceeded with the meeting.

Adjournment

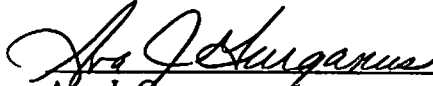
There being no further business to come before the Board, Commissioner Mike Andrews made a motion to adjourn the meeting. The motion passed with Commissioners Melvin Jeralds, Carolyn Riggs, Mike Andrews, Philip Faison and Chairman Jeffrey Jennings voting aye; no Commissioner voting no; no Commissioner absent; and no Commissioner not voting.

The meeting adjourned at 9:00 p.m.



Jeffrey B. Jennings, Chairman
Camden County Board of Commissioners

ATTEST:



Ava J. Gurganus
Clerk to the Board