Pender County

Agenda

Board of County Commissioners Meeting
Monday, June 20, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION Commissioner Brown		
3.	PLEDGE OF ALLEGIANCE Vice Chairman Williams		
4.	ADOPTION OF AGENDA		
5.	APPOINTMENTS		
5.1.	Approval on a new BOCC Vice Chairman		
5.2.	Approval for Carolyn Moser, Health Director, to serve as Interim County Manager start date is June 20, 2022.		
6.	PUBLIC INFORMATION		
6.1.	Wave Transit RideMicro Service RideMicro - Pdf	Brianna D'Itri	5
7.	PUBLIC COMMENT		
8.	CONSENT AGENDA		
8.1.	HVAC Replacement Units - Hampstead Library Pleasant Air - Pdf	Vann	7 - 12
8.2.	Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY23 POtoGFLforSolidWasteFY23 - Pdf	Keel	13 - 30
8.3.	Approve Contract for Tire Recycling & Disposal Services with Central Carolina Holdings, LLC and Associated Purchase Order for FY23 TireRecyclingContract&PO_FY23 - Pdf	Keel	31 - 41
8.4.	Approval of a Purchase Order to Professional Mail Services for Printing, Mailing, and Postage Services of PCU Monthly Water & Sewer Bills for FY23 PO_ProfessionalMailSvcs_PCUbilling - Pdf	Keel	43 - 44
8.5.	Approval of a Purchase Order to American Greenz for Electronics Recycling/Disposal for FY23 PO_AmericanGreenz_ElectronicsRecycleFY23 - Pdf	Keel	45 - 57
8.6.	Approval of Commercial Lease agreement for Child Support Building	Stewart	59 - 63

	Lease agreement - Pdf		
8.7.	Approval of Budget Amendment to allocate SCIF Grant Funding to Project BOA SCIF - Pdf	Blue	65 - 69
8.8.	Approval of a Budget Amendment for Town DMV Tax Collections through end of fiscal year BOA Town DMV Tax Collections - Pdf	Blue	71 - 73
8.9.	Approval of a Budget Amendment for ROD Collections through end of fiscal year BOA ROD Collections - Pdf	Blue	75 - 77
8.10.	Approval of the Board of Commissioner Meeting Minutes June 6, 2022 BOCC Meeting Minutes June 6, 2022 - Pdf	Cline	79 - 103

9. APPROVALS AND RESOLUTIONS

9.1.	Approval to Receive Grant Funding for Travel to 2-day Workshop for Library Staff BOA - Pdf	Phillips-Bell	105 - 107
9.2.	Approval of a Purchase Orders to NC Department of Corrections for $75,000 and US Food Services for $75,000. NC Dept. of Corrections/US Foods FY 22-23 - Pdf	Cutler	109
9.3.	Approval of Purchase Order to WellPath for Inmate Medical Care in the Pender County Jail: $375,000.00. Inmate medical care FY 22-23 - Pdf	Cutler	111 - 113
9.4.	Approval of Budget Amendment for Fiscal Year 21-22 Budget Approval of Budget Amendment - Pdf	Cutler	115 - 127
9.5.	Approval of Contract and Purchase Order for FY2021-2022 Audit to Martin Starnes & Associates, CPA, P.A. Award of bid FY 2021-2022 audit - Pdf	Blue	129 - 157
9.6.	Approval of Amended Contract for FY2021 Audit Audit Contract Amendment - Pdf	Blue	159 - 162
9.7.	Award Contract for Construction of Pender Commerce Park Water & Sewer Extension Project to 274 Construction Group Inc. for $328,000 and Approve Associated Purchase Order AwardPenderCommerceParkWSExtProject - Pdf	Keel	163 - 192

10. DISCUSSION

11. MAPLE HILL WATER AND SEWER DISTRICT

12. ROCKY POINT WATER AND SEWER DISTRICT

13. SCOTTS HILL WATER AND SEWER DISTRICT

13.1.	Approve State Funding Resolution and Application for Scotts Hill WSD Elevated Tank & Wells Project for Additional Funding FundingResolutionAndApplication_ElevTankWellsProject - Pdf	Keel	193 - 202

14. MOORES CREEK WATER AND SEWER DISTRICT

15. CENTRAL PENDER WATER AND SEWER DISTRICT

16. PENDER COUNTY BOARD OF HEALTH

17. SOCIAL SERVICES BOARD

18. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

19. CLOSED SESSION (IF APPLICABLE).

20. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

20.1.	SUP 2022-30 SUP 2022-30 - Pdf	Brantley	203 - 238
20.2.	SUP 2022-31 SUP 2022-31 - Pdf	Hatcher	239 - 302
20.3.	SUP 2022-32 SUP 2022-32 - Pdf	Feldman	303 - 332

21. NEXT MEETING DATE
MONDAY JULY 11, 2022 4:00 PM
BOCC Public Meeting Room
805 S. Walker St.
Burgaw, NC

22. ADJOURNMENT

Pender County
Public Information

TO:	Board of County Commissioners
FROM:	Brianna D'Itri
DATE:	June 20, 2022
SUBJECT:	Wave Transit RideMicro Service

SUMMARY:
A new low-cost public transportation option, RideMicro, is now being offered by Wave Transit in Pender County. This point-to-point, on-demand service uses virtual bus stops to connect customers to destinations within Pender County as well as destinations in Brunswick and New Hanover Counties. Same-day rides can be booked over the phone or through an app. Find more information on this new service at: wavetransit.com/microtransit/ or call 1-844-764-1223.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	June 20, 2022
SUBJECT:	HVAC Replacement Units - Hampstead Library

SUMMARY:
Two HVAC units (that serve a large part of the library space) have quit working. One of the units is completely down and the other unit is at about half capacity. These units were manufactured in 1997. The library needed relief for the hot summer days ahead so we have moved forward with the emergency purchase/install with the vendor that had units available and could get the work done as quickly as possible - especially in considering the current supply chain issues.

The vendor selected was Pleasant Air out of Hampstead, NC for a total install price of $24,025 per unit. The other vendors had long lead times and therefore, we didn't feel comfortable with the wait and not having a firmly committed timeline.

We are not asking for an additional appropriation of funds for this project as it will be paid for out of the Maintenance budget.

ACTION REQUESTED:
Approval of the Emergency purchase, install and subsequent purchase order for two HVAC units for the Hampstead Library which will be paid out of 500-407400.

PLEASANT AIR INC.

Air Conditioning & Heat Pump Service

Pender County Library
75 Library Dr
Hampstead, NC 28443

Wednesday, June 08, 2022

RE: HVAC Proposal

We are pleased to present a proposal to furnish and install a new comfort system for your property listed above as follows:

Scope of work:

Proper disposal of any remaining refrigerant and materials

- New sealed and insulated duct connections for both the supply and return
- Reconnect all low voltage wiring
- Install new thermostat(s)
- Provide a licensed electrician to perform all high voltage electrical work
- Startup and adjust refrigerant charge for proper performance if needed
- Clean up area once work is completed
- Permits included with county inspections to follow

Manufacturer	Trane
Efficiency	14 SEER
Capacity	10 Ton
Outdoor Unit	WSC120H3R0A Single Stage 3 Phase Heat Pump
Heat Strips	15- KW
Warranty	5 years functional parts, 1 year labor warranty
Total Investment	**$24,025** Best Cash Price

Our philosophy here at Pleasant Air Inc. is to **"Take care of our customers."** All of our installations come with a (1) year parts and labor warranty. An extended preventative maintenance contract, or mechanical service agreement can be purchased after the first year of ownership for the remainder of Trane's warranty, but is not available for beach properties. You will receive notification approximately 10 months after installation of these options.

Pleasant Air Inc. is a Trane Comfort Specialist company and has been for 15 years. The technicians installing your equipment are certified and fully trained in the latest equipment.

Pleasant Air Inc. is a licensed contractor and is required to get a Mechanical and Electrical permit. This is for your protection and is required. The permit and inspections are included in the price of the unit.

Financing is available for qualified customers through Wells Fargo Financial Services. If a customer elects not to choose financing, a 50% deposit is required at the time of signing and 50% after job is completed meaning unit is functional. Pleasant Air currently allows $5000. to be paid by credit card.

I hereby authorize Pleasant Air Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. All accounts are due and payable upon receipt of invoice. Any part of the balance due, which has not been paid within 30 days following the date of invoice, will be subject to 1.5% (one and one-half percent) finance charge. The seller retains title to all materials and property listed herein until all payments are paid in full. A $35.00 service charge will be added to all returned checks. In the event of non-payment, a claim of lien on funds or property followed by a complaint for collection may be filed, in which events attorney's fees of 15% (fifteen percent) of the principal balance due, plus court costs will be assessed.
Pleasant Air accepts all major credit cards as well as checks.

Most Respectfully,

Kevin Welsh
Cell: (910) 599-5271
Office: (910) 270-3934
For Bryant Crawford License # 23349

Your acceptance. _____ Date _____

Bryan's Heating and Air LLC.
P.O Box 1398
Burgaw, NC 28425
(910-259-7853, 910-799-8559)
License number: 19330

Pender Facilities
Fred Bryant
Hampstead Library
75 Library Dr.
Hampstead, NC

Propose to:

1. Remove existing Rudd 10 ton package unit and dispose of.
2. Install a new Rheem 10 ton package heat pump with 10 kw heat strips.
3. Install New thermostat.
4. Connect new unit to existing duct work.
5. Build new metal hood.
6. Provide smoke detector.
7. Install manual fresh air damper.
8. Provide crane service.
9. Reconnect electrical to new heat pump.
10. Provide required permits and inspections.

Rheem unit model number: Rhpdzs51200acboooabaao 208/230 3 phase.
Chose Rheem because Rheem and Rudd are the same units and will fit on existing concrete poured pad, Trane package unit is too big to fit properly.

Total cost will be $17,900.00 per unit
6/8/2022, payment good for 15 days.

Office: 513 S. Dudley Street
Burgaw, NC 28425
Billing: PO Box 277
Burgaw, NC 28425

Phone: 910-259-8804
Fax: 910-259-7024
E-Mail:
timmerritt@timshvac.com

Proposal # 11937

Proposal Date: 06/08/2022

To: Pender County Public Works
Location Address: 75 Library Dr. Hampstead, NC 28443
Contact: Freddy
Job Name: Pender County Hampstead Library Unit's #1 & #2.
Mobile: 910-512-7047
Work: 910-259-1249
E-mail: fbryant@pendercountync.gov

Tim's Heating & Air Conditioning, Inc. (THAC, Inc.) to provide and install the following as described below:

(A) Unit #2:

1) THAC, Inc. to provide and install (1) 7.5 ton, Trane, package heat pump.
Unit to be as follows but not limited to:
   a) Trane Model # WSC090H3R0A
   b) Standard Efficiency
   c) Horizontally Ducted
   d) R-410 A Refrigerant
   e) Heat Strips 13.5/18.00 KW
   f) Voltage – 208/230/60/3
   g) 2'' Pleated Filters.
   h) Honeywell Programmable Thermostat.
   i) Microprocessor Controls

(B) Unit #1: Note: See below additional cost to replace Unit #1 at same time Unit #2 is being replaced:

2) THAC, Inc. to provide and install (1) 7.5 ton, Trane, Package Heat Pump.
System to be as follows but not limited to:
   a) Trane Model # WSC090H3R0A
   b) Standard Efficiency
   c) Horizontally Ducted
   d) R-410 A Refrigerant
   e) Heat Strips 13.5/18.00 KW
   f) Voltage – 208/230/60/3
   g) 2'' Pleated Filters.
   h) Honeywell Programmable Thermostat.
   i) Microprocessor Controls

(C) Install System #2:

3) THAC, Inc. to install unit at same location of existing unit.
4) THAC, Inc. to reclaim refrigerant from unit and dispose refrigerant as per EPA guidelines.
5) THAC, Inc. to remove old unit and all HVAC trash from premises.

6) THAC, Inc. to install unit to existing supply and return duct system. Fabricate and install proper supply and return transitions from new unit to existing supply and return ducting and seal. Insulate with R-8 insulation.
7) THAC, Inc. to provide and install new hood between unit and building. Build protection hood over supply and return duct with 20-gauge sheet metal. Seal hood to building and rodent proof hood as per NC Code.
8) THAC, Inc. to provide reconnection of line voltage electrical. Reconnect unit to existing outdoor line voltage disconnect. Install proper fuses in existing disconnect.
9) THAC, Inc. to reconnect all low voltage wiring as per manufacturers specification. Install new thermostat.
10) THAC, Inc. to provide and install new smoke detector and smoke tube inside unit.
11) THAC, Inc. to provide mechanical permit, electrical permit, materials, and labor in this proposal.

(D) Install Unit #1: Note: See below additional cost to replace Unit #1 at same time Unit #2 is being replaced.

12) THAC, Inc. to install unit #1 at same location of existing unit.
13) THAC, Inc. to install unit #1 same as unit #2.

Note:

Trane equipment is 23 weeks eta plus shipping.
Rheem eta is 20 weeks eta plus shipping. Approximately $2,000.00 more each unit
Carrier eta is January 1st. However, they do have (2) 7.5-ton straight A/C with Electric Heat in stock. Approximately $1,800.00 more each unit.
Goodman eta is 27 weeks eta plus shipping.

Warranty:

14) **WARRANTY: 1 Year Parts & Labor, 5 Year Compressor.**

• Unit #2 Material:		= $12,314.00
• Unit #2 Labor, Permitting:		= $1,936.00
• Total Materials and Labor:		=$14,250.00
• NC Sale Tax @ 6.75%:		= $961.88
• **Total Material, Labor & Sales Tax Unit #2:**		**= $15,211.88**
• **Balance Due Upon Completion:**		**= $_____**
• **Replace Unit #1 Add:**	**$15,000.00**	**= $_____**
• **Total for Unit #1 & #2:**		**= $_____**

Authorized approved signature: _____ Date: _____

Prepared by: Tim Merritt, Pres. THAC, Inc.

Terms:

- *All prices good for **20 days** from proposal date.*
- *10% finance charge will apply 15 days after invoiced date.*
- *Balance due at completion of work.*

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 20, 2022
SUBJECT:	Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY23

SUMMARY:
Effective January 1, 2018 Pender County entered into a new Solid Waste and Recycling Management Agreement with Waste Industries (now known as GFL-Green For Life) to provide waste management, hauling, and disposal of municipal solid waste, construction/demolition waste, and recycling at the county owned/managed convenience center sites and the Transfer Station. The new contract included significant savings over the previous contract and remains in effect for an initial 5-year term and a recently approved one-year extension for an expiration date of June 30, 2024, and upon mutual agreement may be extended for an additional 5-year term.

Funds have been budgeted for this expenditure. This purchase order request should cover the full FY23 fiscal year for waste management services. PO will be distributed among accounts 75-409200, 75-409300, 75-409400, and 75-409900 as appropriate.

ACTION REQUESTED:
Approve annual purchase order in the amount of $5,438,000 to GFL for solid waste disposal and hauling services for FY23

ATTACHMENTS:
Contract with GFL (Waste Industries)
One-year contract extension

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

This **SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of January, 2018 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company (the "Company"), and PENDER COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

A. The County desires to ensure the economical and environmentally sound collection of Acceptable Solid Waste and Recyclables (as defined herein) and for the ultimate disposal of such Acceptable Solid Waste at a sanitary landfill and ultimate processing of Recyclables at a reputable Processer through this Agreement.

B. The Company is in the business of collecting of solid waste and recyclables and the disposal of solid waste.

C. The County desires to engage the Company for provision of services related to its transfer station, convenience centers, government locations and schools, and the Company desires to provide such services, all as further set forth herein.

AGREEMENTS

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

1. Defined Terms. As used herein, the following terms shall have the following meanings:

a. "Acceptable Solid Waste" means all solid waste accepted at the County Convenience Sites from individual residents of the County, government locations and schools which is acceptable for disposal at the Disposal Facility, including Household Waste, but specifically excluding Unacceptable Waste.

b. "Agreement" means this Solid Waste and Recycling Management Agreement, as it may hereafter be amended.

c. "Applicable Law" means all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

d. "County Convenience Sites" means the convenience centers owned by the County for receipt of Acceptable Household Waste and Recyclables from County residents and further identified on Attachment A.

e. "Disposal/Processing Facility" means the current locations of Sampson County Disposal Landfill located in Roseboro, NC, Sonoco Recycling Center in Wilmington, NC and/or Pender County Transfer in Hampstead, NC. In the event such facility becomes unavailable for any reason, "Disposal/Processing Facility" will mean an alternate disposal site, transfer station or recycling processor selected by the Company, which facility is, to the Company's knowledge, in compliance with all Applicable Laws. A change in Disposal/Processing Facility may or may not adjust the cost per haul or cost per ton. Also includes any facility for specific materials (recycling or otherwise) as directed by County that the Company can haul with existing certifications and equipment.

f. "Household Waste" means solid waste that is regularly generated or produced by the occupants of a residential dwelling unit during the course of daily activities or in the course of using the dwelling for a residential purpose, including, but not limited to, food scraps, cardboard, bottles, drink cans, paper, wrappings, clothing, furniture and books. Household Waste shall not include Unacceptable Solid Waste.

g. "Initial Term" has the meaning set forth in Section 2.

h. "Recyclables" means empty aluminum and bi-metal beverage cans; empty clear, green or brown glass bottles and food jars; empty plastic containers that pour with a neck smaller than the base of the bottle; (does not include motor oil or pesticide); newsprint and inserts; Mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick), corrugated cardboard and other items deemed now or at a later date to be recyclable This list may be amended or updated from time to time; based on the market and demand for such materials and/ or the impact on transportation and processing costs. Currently there is no processing charge for this list of recyclables. If in the future, Sonoco begins charging a processing fee for this list of materials and or changes list of materials, Company will present County with all options/choices for materials to be recycled and processors used to result in best financial choice for County. Any processing fee charged will be billed at actual cost. Documentation will be provided for any processing fees.

i. "Renewal Term" has the meaning set forth in Section 2.

j. "Services" has the meaning set forth in Section 4.

k. "Term" has the meaning set forth in Section 2.

l. "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as

defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the Disposal Facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, dead animals, animal parts, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended;

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility or because of its size, durability or composition cannot be managed or disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Disposal Facility outside the normal usage expected for the facility; and

(iv) without limiting the foregoing, any other wastes that require special handling or approval from any environmental authority or agency, liquid waste and medical waste.

m. "White Goods" means any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.

2. Term. This Agreement shall be effective for a period beginning on xxxx, 2018 and ending on June 30, 2023 (the "Initial Term"). The parties may mutually agree to extend this Agreement thereafter for additional five year renewal terms (each a "Renewal Term", and together with the Initial Term, the "Term") by mutual agreement of the parties expressed in writing prior to the conclusion of any then current five year term.

3. Insurance. The Company shall at all times during the Term maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Company will name the County as an additional insured for purposes of this contract. The Company agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled

without providing the County with 30 days' written notice. Insurance coverages will be in at least the following amounts:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

4. Services.

(a) The County hereby grants to the Company the exclusive right to provide services at the County Convenience Sites as listed on Attachment A; Transfer Station on Attachment B; and Schools on Attachment C; and Government Buildings on Attachment D. Company will meet with County on a yearly basis to discuss service, equipment and issues that may financially benefit the Company and/or improve customer service to its citizens.

(b) The Company will assign qualified personnel in connection with provision of all Services,. All Company employees providing the services will wear appropriate uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee will carry a valid operator's license for the type of vehicle such employee is required to operate. All Company employees will receive appropriate operation and safety training.

(c) All waste being transported by the Company will be so contained that leaking, spilling or blowing of the contents from the vehicle or container is prevented. In the event of spillage from a Company vehicle, the Company shall immediately clean up the litter.

(d) The Company will not be required to collect or transport any waste other than Acceptable Solid Waste and Recyclables; provided that the Company will promptly notify the County of any hazardous or otherwise unacceptable waste.

5. Rates; Payment.

(a) By the 15th day of each calendar month, the County will pay the Company the monthly fees calculated as set forth in Attachments A-D attached hereto, adjusted as set forth in Section 5(b) and 5(c) below.

(b) The fees shall be increased on an annual basis on the first day of July of each year of the term beginning July 1, 2019 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for the Month of December.

(c) Additional adjustments to rates will be requested and not unreasonably withheld, due to increases in cost due to taxes, fees, and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or permit condition that was not imposed directly because of the action or inaction of the Company. Documentation will be provided to support any request for adjustment.

6. Company Covenants.

(a) The Company will perform the Services in a fair and efficient manner and in compliance with all applicable laws.

(b) The Company will be responsible for obtaining and maintaining all permits or licenses require for the operation of its business in the County and the State of North Carolina.

(c) The Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.

7. Company Breach. In the event the County reasonably determines that the Company is in breach of any of its obligations hereunder, the County may send written notice of such breach to the Company. The Company will have thirty (30) days within which to cure such breach or, if the breach will take longer than thirty (30) days to cure, to implement reasonable measures to cure such breach. If the breach is not cured within such period (or if reasonable measures to cure have not been undertaken), the County may terminate this Agreement and retain all remedies available at law or in equity. In the alternative, if the Company reasonably objects to the claim of breach, the Company will respond in writing to the County within fifteen (15) days of receipt of the notice of breach with its justification for objection. The parties will work in good faith to resolve such dispute within thirty (30) days thereafter.

8. Assignment. No assignment by the Company will be binding upon the County, unless such assignment has had prior written approval and consent of the County. However, Company may assign this Agreement to an affiliate of Company without the prior approval of County.

9. Reports. Company will submit monthly project reports, including year –to-date information for the length of the contract period. Reports shall be submitted to Solid Waste Superintendent by the 10th of each month. The Company will provide an annual year-end report to the department in August of each year for contract year July 1 through June 30. Information in all reports will be mutually agreed upon by both County and Company.

10. Severability. If any provision of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force.

11. Notice. A letter addressed and sent by certified United States mail return receipt requested to either party at its business address specified below, shall be sufficient notice whenever required for any purpose in this contract.

If to Company, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ted Habets
Fax: (919) 325-3000

If to County, to:

Pender County
805 South Walker Street
Burgaw, NC 28425
Attn: County Manager

12. Indemnification. The Company will indemnify and hold the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorneys' fees), charges, liabilities or exposure (collectively, "Losses"), however caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Company, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Company's obligations under this Agreement; provided, however, that the Company will not be liable for any Losses to the extent caused, resulting from or arising out of a willful or negligent act or omission of the County, its officers, council persons, agents, servants, and employees.

13. Grant or Right. The Company will be the only person or entity authorized by the County to provide the services set forth in this Agreement within the County.

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. Such causes may include, but not be limited to, acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

(b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Independent Contractor. The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company, any of its agents or employees as agents or employees of the County.

(d) Amendments. This Agreement may only be amended in writing and executed by both parties hereto.

(Signatures on next page)

IN WITNESS WHEREOF, this **SOLID WASTE and RECYCLING MANAGEMENT** Agreement is made and entered into as of the date first set forth above.

WASTE INDUSTRIES, LLC

Ted Habets — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contract Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK

COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

Pender County Sites, staffing, equipment and haul rates are listed below. At each site, Company will supply an office shed with HVAC and telephone service, electrical service, gate locks, water and port-o-john service. Staff will be provided hand tools, gloves and any safety apparatus necessary to perform their duties. County provides site maintenance including mowing, trimming, snow removal and grading. County and Company will mutually agree upon pricing for any changes in site locations, hours open, staffing or equipment and/or any added or deleted sites.

Company will provide full time supervisor as point of contact between Company and County. The supervisor will be in charge of attendants, resolve complaints, make field decisions in regards to operational issues and communicate County policy decisions to Company and attendants for implementation.

Montague- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery trash compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

White Stocking- open Monday, Wednesday- Saturday 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery trash compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

Canetuck- open Wednesday 7am-1pm, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container, 6-8 cubic yard Front End Dumpsters- emptied 1 x week for trash
Monthly Fee- $3,208

Surf City- open Sunday 2pm-7pm, Monday 11am-7pm, Saturday 8am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee-$1,990

Hampstead- open Sunday 1pm-7pm, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday-7am—7pm
Monthly Fee includes 2 site attendants during hours open, 2 stationery compactors,2 self-contained compactors, 2-40 cubic yard compactor receiving containers, 2-40 cubic yard co-mingled closed recycle container, 3-30 cubic yard containers-
Monthly Fee- $11,694

Rocky Point- open Monday, Tuesday, Thursday, Friday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 3 stationery compactors, 2-precrushers, 11 compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 7-30 cubic yard containers-
Monthly Fee- $12,002

Burgaw- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 1 stationery compactor, 1 precrusher, 4-40 cubic yard compactor receiving container,1-40 cubic yard co-mingled closed recycle container, 5-30 cubic yard containers-
Monthly Fee- $5,624

Maple Hill- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container-
Monthly Fee-$3,962

Shiloh- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Willard- open Monday, Wednesday, Friday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving container, 2-40 cubic yard co-mingled closed recycle container, 4-30 cubic yard containers-
Monthly Fee-$4,931

Calico Bay- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Atkinson- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,171

Any Additional Containers:
30 cubic yard open top- $85.00 per month
40 cubic yard open top-$90.00 per month
40 cubic yard closed container-$100.00 per month

Roll Off Haul Rates

Location	Pender County Transfer Stn 312 Transfer Stn Rd, Hampstead	Sampson County Landfill 7434 Roseboro Hwy, Roseboro	Sonoco Recycling 3002 US 421, Wilmington	Horton Iron & Metal 2216 US 421, Wilmington
ATKINSON	$278.00	$340.00	$202.00	$202.00
BURGAW	$264.00	$349.00	$225.00	$198.00
CALICO BAY	$226.00	$328.00	$194.00	$200.00
CANETUCK	$272.00	$364.00	$194.00	
HAMPSTEAD	$89.00	$388.00	$237.00	$205.00
MAPLE HILL	$257.00	$362.00	$264.00	$264.00
MONTAGUE	$254.00	$354.00	$175.00	$185.00
PENDER TRANSFER STN	$84.00	$330.00		$224.00
ROCKY POINT	$216.00	$360.00	$222.00	$190.00
SHILOH	$268.00	$300.00	$198.00	$210.00
SURF CITY	$187.00	$398.00	$232.00	$232.00
WHITE STOCKING	$232.00	$342.00	$205.00	$205.00
WILLARD	$289.00	$315.00	$220.00	$215.00

Attachment B
Pender County Transfer Station

Company will provide two workers- to operate transfer station to include loading of trailers and tamping of the construction and demolition containers. Staff will have all necessary state certifications. Company will provide office including telephone and electricity. Company will provide two backhoes, a switch tractor for trailers and roll-off truck to switch loaded construction containers.
County will provide all maintenance and access to transfer station facilities including but not limited to the bulkhead, tire trailer, transfer station building, scales and sewage treatment plant.
Company will provide and haul trailers full of acceptable solid waste from transfer station to Sampson County Disposal Landfill in Roseboro, North Carolina.
Transfer Station open Monday, Tuesday, Wednesday, Thursday, Friday and Saturday from 8 am until 4:30 pm.

Staffing and equipment to operate Transfer Station- $13,796 per month
Transportation and Disposal for MSW received at Pender Transfer (tractor trailer) - $62.20 per ton
Construction and Demolition delivered to Sampson County Disposal - $31.27 per ton (does not include haul)

Attachment C

Pender County Schools & Pender Convenience Site

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County High School	4	8cy	3x/week	trash	$1,907.93
	10	95gal	1x/week	recycle	$240.00
Burgaw Elementary	1	8cy	3x/week	trash	$537.29
	1	6cy	3x/week	trash	$447.25
	10	95gal	1x/week	recycle	$240.00
Rocky Point Primary School	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
South Topsail Elementary	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
Topsail Middle	2	8cy	3x/week	trash	$994.17
	1	6cy	3x/week	trash	$447.25
	4	95gal	1x/week	recycle	$96.00
Topsail High School	4	8cy	3x/week	trash	$1,907.93
	1	6cy	1x/week	trash	$164.42
	10	95gal	1x/week	recycle	$240.00
North Topsail Elementary	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Topsail Elementary	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
West Pender Middle	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Burgaw Middle	1	8cy	3x/week	trash	$537.29
	2	4cy	3x/week	trash	$632.39
	4	95gal	1x/week	recycle	$96.00
Penderlea School	3	8cy	2x/week	trash	$992.60
	4	95gal	1x/week	recycle	$96.00
Malpass Corner School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Heide Trask High School	3	8cy	3x/week	trash	$1,451.05
	8	95gal	1x/week	recycle	$192.00
Cape Fear Middle School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Cape Fear Elem School	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender Learning Center	1	8cy	1x/week	trash	$195.92
	2	95gal	1x/week	recycle	$48.00
Pender Bus Garage	1	8cy	2x/week	trash	$366.60
	1	8cy	1x/week	cardboard	$90.00
	4	95gal	1x/week	recycle	$96.00

Extra Dump charges			Each
	2cy	trash	$60.00
	4cy	trash	$65.00
	6cy	trash	$75.00
	8cy	trash	$85.00
	8cy	cardboard	$50.00

Attachment D

Pender County Government Locations

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County DSS	1	8cy	1x/week	trash	$195.92
Pender County Administration	2	8cy	3x/week	trash	$994.17
Pender County Maintenance Garage	1	4cy	1x/week	trash	$132.11
	4	95gal	1x/week	recycle	$96.00
	1	8cy	1x/week	cardboard	$90.00
Pender County Jail	1	8cy	3x/week	trash	$537.29
Pender County Jail Kitchen	1	6cy	2x/week	trash	$305.84
Pender Memorial Park	2	8cy	1x/week	trash	$365.03
Pender County Housing	1	6cy	1x/week	trash	$164.42
Pender County Parks and Rec	1	8cy	2x/week	trash	$366.60
	4	95gal	1x/week	recycle	$96.00
Pender County Animal Control	1	4cy	2x/week	trash	$244.25
Pender County Surface Water Plant	1	2cy	1x/week	trash	$99.81
Pender County Utility Field Office	1	2cy	1x/week	trash	$99.81
Hampstead Annex	1	6cy	1x/week	trash	$164.42
Pender County WWTP	3	2cy	On-call	container rent	$75.00
Pender County Shooting Range	1	2cy	1x/week	trash	$99.81
Sloop Point Boat Landing	4	96gal	1x/week	trash	$80.00

Extra Dump charges				Each
	2cy		trash	$60.00
	4cy		trash	$65.00
	6cy		trash	$75.00
	8cy		trash	$85.00
	8cy		cardboard	$50.00

Alternate Pricing

Sloop Point Boat Landing	4	96gal	2x/week	trash	$160.00

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF
SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this 30th day of June, 2021, by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, dba GFL Environmental ("WI") and PENDER COUNTY, body politic and corporate of the State of North Carolina (the "County").

RECITALS

A. The County and Waste Industries, LLC dba GFL Environmental are parties to a Solid Waste and Recycling Management Agreement dated January 1, 2018 (the "Agreement").

B. The parties desire to extend the term of the Agreement and to make certain other changes as set forth herein

AGREEMENTS

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

1. Section 2. is hereby amended to extend agreement for one (1) additional year to June 30, 2024.
2. In consideration for the one- year extension, Section 5.b of the Agreement is hereby amended by **not** increasing contract rates for budget year, July 1, 2021 through June 30, 2022 only, to reflect the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for Month of December or 4.4%.
3. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this First Amendment and Extension of Solid Waste and Recycling Management Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

WASTE INDUSTRIES, LLC

BY: _____
Ted Habets, Regional VP

ATTEST:

_____

DATE: 6/30/21

PENDER COUNTY

BY: _____
Charlene W. McElwee

ATTEST:

_____ Nancy Avery
Interim County Clerk

DATE: 6/30/21

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

_____
County Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 20, 2022
SUBJECT:	Approve Contract for Tire Recycling & Disposal Services with Central Carolina Holdings, LLC and Associated Purchase Order for FY23

SUMMARY:
We received the following message from our tire recycling and disposal services contractor: "I regret to inform you that due to the increase in labor cost, as well as the escalating fuel prices, Central Carolina Holdings will not be able extend the annual renewal term of the counties current contract, therefore will be ending our current contract with Pender County. Please consider 6/30/2022, to be the last day of your current contract. This is done in compliance with the minimum notice period requirements per the terms of the contract. "30 days prior to contract renewal date" Central Carolina Holdings will be submitting a new updated contract for the counties review. If the county agrees with the terms of the new contract, it will take effect July/1/2022."

Our current contract renewal date is actually August 4th, so I informed CCH and they agreed that the new contract would take effect on August 5th. We do not have any other good options for tire disposal at the current time, and CCH has provided a valuable service in a timely manner and at a reasonable cost. We are just now completing the final year of the current three year contract. The new contract will be for five years with two renewal terms possible.

These services are funded in the FY23 budget in 75-404500 Contracted Services. PO amount would be the estimated FY23 cost of $110,000.

ACTION REQUESTED:
Approve contract and FY23 purchase order for $110,000 tire recycling & disposal services

ATTACHMENTS:

Proposed contract
Due diligence documentation regarding other potential vendors

STATE OF NORTH CAROLINA

PENDER COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 5th day of August 2022 ("Anniversary Date"), by and between the County of Pender, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, located at 1616, Mckoy Town Road, North Carolina 28326, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated sites and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall made available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of $85.00 per ton, with a ten (10) ton minimum per load requirement. Freight will be charged at $1,124.00 per load in addition to a $25.00 Environmental Fee charge for each trailer pulled from the county collection site. Off road tires are charged at the same rate of $85.00 per ton plus an additional $0.20 per pound / Super Singles will be at the same rate of $85.00 per ton plus $.05 per pound with no minimum tonnage. A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on the July 1. Central Carolina Holdings reserves the right to reject or apply a special handling sur-charge fee for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility.

Fuel Sur-charge is calculated on a base price of fuel being in the range of $2.50 to $2.74 per gallon. Total round trip 281 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

STATE OF NORTH CAROLINA

PENDER COUNTY

Price per Gallon	Price Adjustment per mile
$2.50 - $2.74	+0.30
$2.75 - $2.99	+0.35
$3.00 - $3.24	+0.40
$3.25 - $3.49	+0.45
$3.50 - $3.74	+0.50
$3.75 - $3.99	+0.55
$4.00 - $4.24	+0.60
$4.25 - $4.49	+0.65
$4.50 - $4.74	+0.70
$4.75 - $4.99	+0.75
$5.00 - $5.24	+0.80

Formula follows with the price of fuel

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a parry or by which it may be bound.

c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million ($1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall always during the existence of this contract maintain liability insurance coverage in the amount not less than one million ($1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

STATE OF NORTH CAROLINA

PENDER COUNTY

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice**, County of Pender** N.C.

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of North Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices, and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

STATE OF NORTH CAROLINA

PENDER COUNTY

Contractor	**County**
Central Carolina Holdings	Pender County
1616 Mckoy Town Road	P.O. Box 995
Cameron, North Carolina 28326	Burgaw, N.C. 28425

14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

PENDER COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

PENDER COUNTY

BY_____

ATTEST

_____

CENTRAL CAROLINA HOLDINGS

BY_____

ATTEST

_____

E-VERIFY REQUIREMENTS - As a condition for payment under this purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2022.

_____
Meg Blue, Finance Officer

Kenneth Keel

From: Susan E. Barnhill
Sent: Thursday, May 26, 2022 2:12 PM
To: Kenneth Keel
Subject: CCH Contract Renewal

Categories: Important

Kenny,

I spoke with Bobby Darden regarding tire disposal for Craven, Lenoir and Carteret Counties as well as Kim Roan with New Hanover County Landfill. These counties are contracted with CCH as well. Mr. Darden has researched options in the past outside of Central Carolina to find a less expensive alternative. At this time, CCH has the monopoly for providing tire disposal service to most of North Carolina. The only other option would be to look into purchasing a tire shredder which would incur a lot of additional costs for Pender. I've been pleased with good communication and service from CCH and feel that it would be beneficial to renew the contract.

Thank you,
Susan E. Barnhill
Pender County Solid Waste Coordinator
Hampstead Annex
910-270-6704 office
910-270-5011 transfer station
sbarnhill@pendercountync.gov
www.pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 20, 2022
SUBJECT:	Approval of a Purchase Order to Professional Mail Services for Printing, Mailing, and Postage Services of PCU Monthly Water & Sewer Bills for FY23

SUMMARY:
Staff solicited quotes last year from firms providing printing/mailing/postage services for utilities. We received interest from 3 vendors, who provided competing quotes. All quotes are valid for 2 years. Professional Mail Services provided the overall best pricing.

Professional Mail Services has been providing all printing, mailing, and postage services for PCU monthly water and sewer bills since we converted to letter-sized format in 2010. Their service has been very reliable.

Funds have been budgeted for this expenditure in account # 072-401200. Amount requested is $70,000.

ACTION REQUESTED:
Approve annual purchase order in the amount of $70,000 to Professional Mail Services for printing, mailing, and postage services for PCU for FY23

ATTACHMENTS:
Pricing comparison

PRICING COMPARISONS FOR PCU BILLING (FY22 through FY23)

Product	SOUTH DATA Cost	ENCO Cost	PMSI Cost
Monthly Statements	$0.124	$ 0.15	$ 0.11
Additional Statements	$0.114	$ 0.145	
Overflow Pages	$0.050	$ 0.12	$ 0.005
Householding	$0.005	$ 0.04	
NCOA	$500/yr.	$ 0.015	$ 0.11
Changes			
Programming Changes after Initial Set-up	$120/hr.	$125/hr.	$125/hr.
Graphic Changes After Initial Set-up	$50/hr.		
Additional Services			
IMB Tracing	$200/yr.		
Secure Archive	$600/yr.		
Selective Inserting	$0.005 / per insert		
PDF Creation	$0.010		
Estatements			
Electronic Delivery of Statements	$0.120	$ 0.10	$ 0.01
Set-Up - One Time	$500	$ 800.00	$ -
Payments 20	Separate Agreement		
Letters			
8.5 x 11, #10 Standard window	$0.114		
Large Envelopes & Inserts			
9 x 12 Envelopes	$0.350		$ 0.90
4/4 - 8.5 x 3.5 Inserts	$0.056		
4/0 - 8.5 x 3.5 Inserts	$0.045		
4/4 - 8.5 x 11 Insert	$0.060		
4/0 - 8.5 x 11 Insert	$0.050		
Postage			
Postage	At Cost-Presort or Full	At Cost-Presort or Full	At Cost-Presort or Full

Monthly Billing Estimates (w/o postage)

Qty	SouthData	ENCO	PMSI
12,000	$1,488.00	$ 1,800.00	**$ 1,320.00**
1	$500	$ 800.00	$ -

*Other costs are infrequent and are comparable among all quotes.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 20, 2022
SUBJECT:	Approval of a Purchase Order to American Greenz for for Electronics Recycling/Disposal for FY23

SUMMARY:
Televisions and other electronics require special handling, and are required to be recycled and have materials recovered to the extent possible. The recycling companies have certain requirements for packaging and delivery of the material, which this vendor provides, in addition to the pickup of disposed units at our convenience centers. This PO request for electronics disposal using American Greenz will provide for continuous service to our citizens through FY23.

A contract was approved in September 2020 based on competing bids solicited, and is for an initial term of 3 years, with potential extension to a total of 5 years. We are near the end of the second year of the initial term, and American Greenz has performed well throughout the term.

Funds have been budgeted for this expenditure in account # 75-409450. Amount requested is $220,000.

ACTION REQUESTED:
Approve purchase order for $220,000 to American Greenz for Electronics Recycling/Disposal for FY23

ATTACHMENTS:
Contract with American Greenz

American Greenz Inc
Electronics Recycling Company

Electronics Recycling Service

For Pender County

American Greenz Inc
Electronics Recycling Company

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1006 A, Morrisville Parkway, Morrisville, NC, 27560
Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

American Greenz Inc
Electronics Recycling Company

Preface

To: **Kenny Keel**
Pender County Manager
605 E. Fermont Street
Burgaw, NC, 28425

From: Mehul Patel
President and CEO
American Greenz Inc.

SUBJECT: ELECTRONICS RECYCLING SERVICE

I am pleased to send you the Proposal on behalf of American Greenz Inc. to provide Pender County for electronics recycling services.

I am available to answer questions about our business or the services we provide.
Please forward any questions or responses to:

Mehul Patel (Max)
(919)889 8998
mehul@americangreenz.com

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1. Introduction

1.1 Background

American Greenz Inc offers environmentally friendly recycling to recover components or ferrous and non-ferrous materials from electronics. American Greenz Inc. focuses on providing efficient and ethically sound services to municipalities, organizations and the community. American Greenz Inc provides high levels of brand and data security. American Greenz Inc also makes it easy for government, businesses and individuals to meet environmental legislation for disposal of surplus or end of life electrical and electronics waste. Employee safety, data security, environmental responsible practices, domestic businesses and community education and outreach are the cornerstones of our business practices. We are ISO 14001, OSHAS 18001 and R2 certified company.

1.2 Company Profile

American Greenz Inc., established in 2009 and registered with the state of North Carolina and CCR, began operations to respond to the growing need for proper disposal of electronic materials. Our clients include municipalities, school districts, commercial clients and local residents. We have an energized, highly trained staff of professionals to provide assistance. The company is located in Morrisville, NC.

Helping municipalities recycle various electronic materials since 2009, the company provides professional collection services that focus on meeting self-imposed standards of excellence related to safety, data security, environmentally responsible practices, and community outreach. American Greenz Inc. maintains the highest possible standards in electronics recovery/ recycling operations. Management and employees are committed to continual improvement of environmental performance, prevention of pollution, and a commitment to comply with the occupational and environmental standards, regulations and other requirements such as internal through conformance to environmental procedures and relevant environmental, health and safety training. Environmental objectives and targets are set in accordance with environmental procedures. American Greenz Inc. strives to exceed EPA, OSHA, and other local, state, and federal requirements. With regular collections and experienced staff, services are intended to offer businesses with cost-effective recycling. American Greenz Inc. also offers data destruction services to ensure confidential data destruction. We provide clients with *"Data Destruction Certificates"* for peace of mind after destroying any information on the hard disk drives in our care, as per DOD regulations if requested at additional cost.

American Greenz Inc
Electronics Recycling Company

1.3 References

We are pleased to furnish references of people with whom we are working currently.

1. **Leighton Earwood, Donna Keene**
   County Of Currituck
   513 Court house road, Suite-302
   Currituck, NC. 27929

2. **Bob Holden**
   Solid Waste Division Manager
   Department of Public Works
   Town of Cary
   400 James Jackson Avenue
   Cary, NC 27513

Additional References can be provided if necessary or required

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2. Scope of Work

2.1 Management of Waste and Recyclables

American Greenz Inc. will manage all e-waste from Pender County. This includes but not limited to all regularly generated covered electronic waste materials mentioned in the cost structure.

Upon pickup of these items from the county's pickup location, the items will be checked for any hardware containing personal/confidential information or data; American Greenz Inc. handles data as per the R2 Provisions and maintain the confidentiality of any personal information.

American Greenz Inc. will maintain complete logs and reports of the e-waste received from the landfill send out reports.

American Greenz Inc. is R2 certified and thereby manages all the recyclables accordingly.

2.2 Storage / Pick-up / Transportation

- For the ease of storage and pickup, all the electronics should be stored in enclosed containers provided by Pender County .
- Pickups schedule will be based on On-call Pickup methods. Site supervisor will call, text or email American Greenz Inc. when a container is half full.
- American Greenz Inc. will schedule the pick-up for the site it is requested from.
- Pickup schedule may change depending on weather conditions and other schedules.
- Materials may not be palletized. However please keep them in a manner which is safe to pick-up as per OSHA and R2 standards.
- American Greenz will be there on its 26 feet box truck with liftgate.
- County is advised to have loading area clean as we need to work on dollies to load loose TVs into our truck.

2.3 County Responsibility

- County to keep following items out, If found in container, company will not take it to their facility.

  Air Conditioners, Broken DLP TVs, Bare CRTs or CRT Glass, Electrical Ballasts, Fluorescent Lamps, Metal-halide Lamps, Microwaves, Refrigerators, Smoke Alarms/Detectors, Toys, Broken or Leaking Inks, Consumer Kitchen items, Electronic decoration items, Old Mercury Thermostats.
- American Greenz Inc. suggests that the County shall secure the storage container or supervise the location to prevent scavenging of electronics waste.

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info@americangreenz.com

American Greenz Inc
Electronics Recycling Company

3 Cost Structure

Trucking Cost: $150.00

Labor Cost: $150/Labor ($300.00 for 2 labor)

Mileage: $0.69/ Mile

All the cost may vary depending on our downstream price and fuel prices. County will be notified 2-4 weeks prior to any changes. All invoices will be paid in 30 days net. Documentation regarding justification for changes to costs charged to the County must be provided with change notifications. Significant changes without acceptable justification could be subject to contract termination.

ITEMS	Recycling ($/lbs.)
Computer Equipment	
Whole Computers	No Charge
Laptops	No Charge
CRT Monitors	Charge $0.23
Damaged LCD Monitors	Charge $0.23
CPU	No Charge
Motherboard	No Charge
Power Supply	No Charge
HDD	No Charge
Storage Devices	No Charge
RAM	No Charge
CD / DVD Drives	No Charge
Office Equipment	
Printers	No Charge
Scanners	No Charge
Fax Machines	No Charge
Plotters	No Charge
Calculators	No Charge
Network Equipment	
Switches	No Charge
Hubs	No Charge

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Routers	No Charge
Server Racks	No Charge
Modems	No Charge
Consumer Electronics	
Televisions (All Type)	Charge $0.23
Cell Phones	No Charge
PDA	No Charge
Electronic Games (Xbox, Play station, nintento etc)	No Charge
Gaming Consoles	No Charge
Medical Equipment	TBD
Commercial Equipment	TBD
Banking Equipment	No Charge

4. Compliance

At all times, American Greenz Inc. will comply with all relevant EPA, OSHA and other federal, state and local regulations. American Greenz Inc. takes data security very seriously. We only use our vetted downstream for any data containing devices.

American Greenz Inc. is a member of many and other national and international organizations and follows best industry practices to manage electronics waste. This helps our company to be aware of changes in industry and regulations.

American Greenz Inc. is ISO14001, ISO18001 and R2 certified which are the most highly regarded regulations for our Industry.

5 Insurance

- American Greenz Inc. is fully insured as per the R2 regulations.
- American Greenz Inc. will not be held liable for County employees, County operations or the welfare of those dropping off e-waste at the County-owned facilities.

6 Working Relationship

The work described here will be accomplished in a team context with team members having professional expertise in the areas cited above. The general working relationship is described here.

- Project managers will be assigned by both American Greenz Inc. and the County who

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will act as the primary point of contact.

- American Greenz Inc. representatives will make their expertise and educational materials available for the County's use in raising awareness about e-waste issues.
- American Greenz Inc. will participate in community events whenever feasible to educate the public about e-waste and associated hazardous environmental and health effects.

7 Response Requirements

7.1 General Requirements: Program Management Description

- Our primary mission is to re-use and recycle any electronic items thus keeping them out of landfills. American Greenz Inc. is a part of the system where it can provide cost effective services to the community to help better serve the environment.
- American Greenz Inc. will offer technical assistance and consulting services to serve the government more efficiently in regard to electronic waste management practices to recycle e-waste. American Greenz Inc. can help the agencies with their agenda to keep hazardous electronic waste out of landfills.
- American Greenz Inc. team has numbers of years of experience in commodity exchanges and research experience in materials and substances generated by electronics. The research has been carried out by following the best practices from prestigious authorities such as EU (European Union), BAN (Basel Convention), EPA and other government organizations. American Greenz Inc. understands the issues pertaining to waste generated from the electronic waste globally.

7.2 Environment, Safety and Confidentiality Issues

American Greenz Inc. will comply with all applicable federal, state, and local regulations and EPA and NC State policies in relation to the requested scope of work.

7.2.1 Safety

- Use of safety glasses or goggles when shredding electronics.
- Hard hats, safety gloves and dust masks are necessary while handling any material.
- The working area (counters, equipment, tools, etc.) should be kept clean at all times.
- Operating instructions must be followed while using the shredder and/or grinder.

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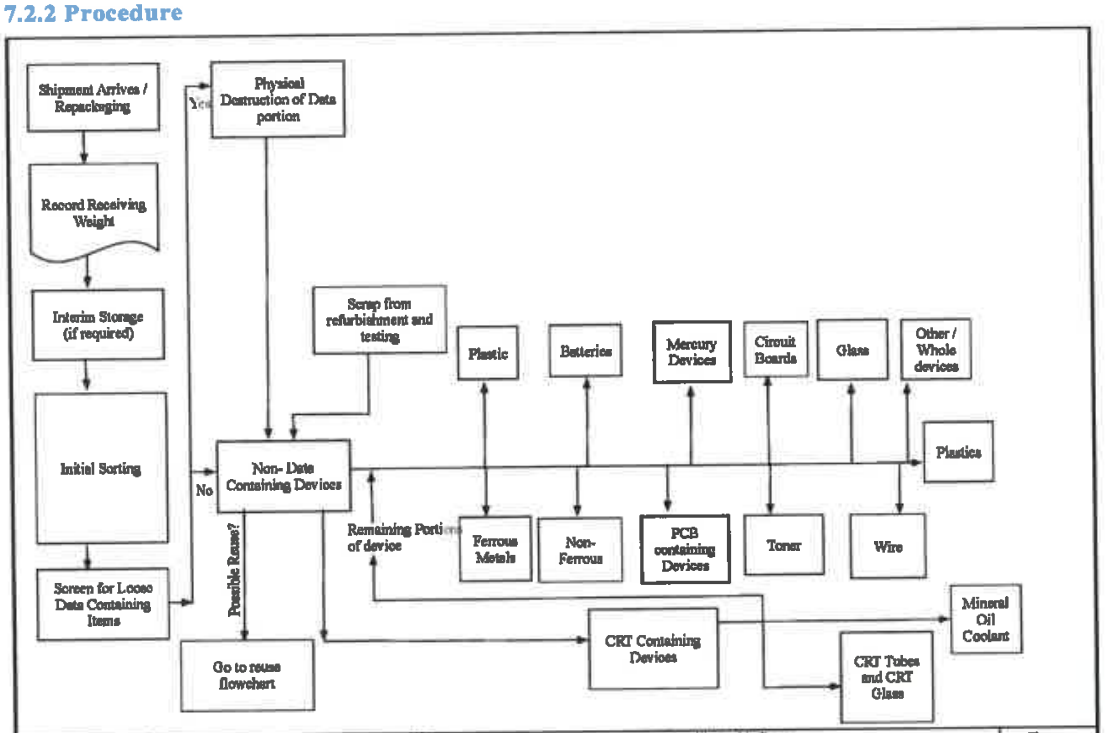
7.2.2 Procedure



Revision Level: New	IMS Manual App. A	Processing Flow - No Reuse	Figure
Approved by: MR	Issue Date: 5/5/16		1

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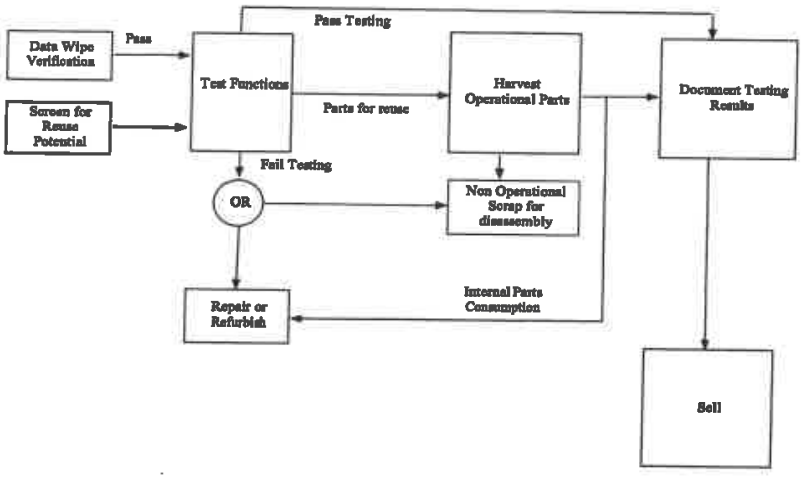

Revision Level: New	IMS Manual Appendix A	Processing Flow - Reuse	Figure
Approved by: MR	Issue Date: 5/5/16		2

7.3 Outcome

- Reduce e-waste though preventative upstream measures
- Improve upon quantities of materials currently recycled
- Develop other waste and cost reduction initiatives
- Maintain existing waste service levels for a seamless program transition
- Provide full documentation of material removed via a yearly report

This may include improving existing recycling programs as well as identifying new programs to reduce/reuse and recycle waste from County.

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American Greenz Inc
Electronics Recycling Company

Contract Agreement

The initial term of this agreement shall be for 3 years commencing on the effective date of this Agreement. The contract will continue to the following 2 years unless notified 60 days prior to the ending date.

Termination

This contract may be terminated according to either of the following provisions:
Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition:

a)Within thirty (30) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.

Mutual Agreement:
This Contract may be terminated by mutual agreement of the parties hereto at any time.

The County may terminate this contract at any time if the Contractor is found to be in violation of Federal, State or Local e-waste management laws or allows their permits to lapse or should the Contractor's service put the County in violation of said laws.

Please sign below if you accept the terms and conditions of this proposal from American Greenz Inc. to Pender County for Electronics Recycling.

COUNTY:

Signature _____ Date 9/28/2020

Chadwick W. McEwen, County Manager

Name and Position

COMPANY:

Signature _____ Date 9/29/2020.

Mehul Patel (Max), President.

Name and Position

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the 29 day of September, 2020

Margaret C. Blue
Finance Officer, Pender County

Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998

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FY21 - PO# 313

Pender County
Approval of Commercial Lease agreement for Child Support Building

TO:	
FROM:	Wes Stewart
DATE:	June 20, 2022
SUBJECT:	Approval of Commercial Lease agreement for Child Support Building

SUMMARY:
Please approve and sign the Commercial Lease Agreement for the Child Support Building, 305 South Walker Street, Burgaw, NC 28425. The County attorney has approved the lease. We also request a PO for $29,550.00 for FY 2022-2033. The funds have been budgeted for.

100-404500 $29,550

STATE OF NORTH CAROLINA

PENDER COUNTY

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT dated _____, 2022, by and between Donna Rowe ("Lessor") and the County of Pender, a political subdivision of the State of North Carolina (Lessee").

W I T N E S S E T H:

WHEREAS, the parties here to have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and lease from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the Town of Burgaw, County of Pender, North Carolina, more particularly described as follows:

Being +/- 2364 square feet of office space located at 305 South Walker Street, Burgaw, Pender County, North Carolina. (Exhibit A-Floor Plan Attached)

(DHHS-Child Support)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of (1) year commencing on the 1st day of July 2022, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of June 2023.

2. The Lessee shall pay to the Lessee as rental for said premises the sum of $29,550.00 dollars per annum, which sum shall be paid in equal monthly installments of $2,462.50, said rental to be payable on the 1st day of each month commencing on July 1, 2022 and continuing on the first day of each successive month thereafter.

The lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services to the satisfaction of the Lessee.

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and coldwater facilities, and adequate toilet facilities.
B. Parking. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

5. For and during the term of this Lease, Lessee shall be responsible for all lawn maintenance, including shrubbery, maintaining at its own expense the sidewalks and parking lot. Further, Lessee shall be responsible and at its own expense the maintenance and service of all fire extinguishers, pest control and solid waste disposal during the term of this Lease.

6. During the lease term, the Lessee shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include replacing air conditioning and ventilating equipment filter pads. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premise.

7. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by the Lessee.

8. The Lessee shall have the right during the existence of the lease, with the Lessor's prior consent, to make alterations, attached fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed there from by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal cause damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

9. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the lessee, so as to render the premises untenantable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of the Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the lessor.

10. Lessor shall be liable to Lessee for any loss or damages surrendered by Lessee which are a direct result of the failure of Lessor to perform an act required by the lease, and provided that Lessor could reasonably have compiled with said requirement.

11. Upon termination of this lease, the Lessee will peaceably surrender the lease premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots,

insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, expected.

12. The lessor agrees that the lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceable and quietly have, hold, and enjoy the lease premises free from the adverse claims of any person.

13. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation of surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

14. Any hold over after expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

15. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payments of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately with ay further liability to Lessee.

16. All notices herein provided to by given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at Post Office Box 1456, Burgaw, North Carolina 28425 and Lessee, c/o Director, PO Drawer 1207, Burgaw NC 28425.Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party many be changed by written notice.

IN TESTIMONY WHEREOF, this lease had been executed by the parties hereto, in duplicate originals, as of the date first above written.

Pender County

_____

Director

County Property Office

_____

Donna Rowe

State of North Carolina

County of Pender

I_____, a notary public in and for _____county,

North Carolina, do hereby certify that _____ personally appeared before me this date and acknowledged the due execution of the foregoing instrument as the Director of the Pender County Property Office, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____day of _____, 2022.

_____

Notary Public

_____

Print Name

My commission Expires:

_____

State of North Carolina

County of Pender

I, _____, a notary public in and for _____county,

North Carolina, do hereby certify that Donna Rowe personally appeared before me this date and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____day of _____, 2022

_____

Notary Public

_____

Print Name

My Commission Expires

_____

_____

Pender County
Approval of Budget Amendment to allocate SCIF Grant Funding to Project

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 20, 2022
SUBJECT:	Approval of Budget Amendment to allocate SCIF Grant Funding to Project

SUMMARY:
Pender County was recently awarded State Construction and Infrastructure Fund (SCIF) Grant from NC OSBM for two generator projects - one through Facilities and one through Emergency Management. These budget amendments allocate these grant funds to be spent on these projects as required by June 30, 2023. With current supply chain circumstances and with just recent award, these generator projects need to be in a multi-year project to maintain proper accounting.

ACTION REQUESTED:
Approval of Budget Amendment to allocate SCIF Grant Funding to Project

Wednesday, May 25, 2022

Pender County Budget Ordinance Amendment

Date Wednesday, May 25, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 60 - CIP

Department 500 - FACILITIES MAINTENANCE

Purpose of Request

Set up CIP project for Courthouse SCIF Grant expenses. The grant must be spent by June 2023.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348182-6503	OSBM Grant	250000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-401500-6503	Maintenance/Repair-Building	5198
2	60-403300-6503	Supplies & Materials	2876
3	60-404500-6503	Contract Services	31325
4	60-407100-6503	Non-Depreciable Capital	2524
5	60-407400-6503	Capital Outlay	208077
6			
7			
8			
9			
10			

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues 250000

Total Expenditures 250000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 60 - CIP

Department 525 - EMERGENCY MANAGEMENT

Purpose of Request

Budget SCIF Grant for Emergency Management equipment into a project. Grant has to be spent by June 30, 2023.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348182-6504	OSBM Grant	130000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407400-6504	Capital Outlay	130000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 130000

Total Expenditures 130000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Pender County
Approval of a Budget Amendment for Town DMV Tax Collections through end of fiscal year

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 20, 2022
SUBJECT:	Approval of a Budget Amendment for Town DMV Tax Collections through end of fiscal year

SUMMARY:
This items is to request approval of a Budget Amendment for Town DMV Tax Collections through end of fiscal year. This will budget for fiscal year collections and disbursements for the Town DMV Tax Collections transactions.

ACTION REQUESTED:
Approval of a Budget Amendment for Town DMV Tax Collections through end of fiscal year

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 42 - Agent

Department 42 - Agency

Purpose of Request

Budget DMV tax collections and payments made to Towns of Surf City and Topsail Beach and Ad Valorem tax collections and payments made to Town of Wallace.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	42-300049	Ad Valorem Taxes-Wallace	3000
2	42-300058	Ad Valorem Taxes-Surf City	225000
3	42-300059	Ad Valorem Taxes-Topsail Beach	40000
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	42-454020	Distribution to Wallace	3000
2	42-454058	Distribution to Surf City	225000
3	42-454059	Distribution to Topsail Beach	40000
4			
5			
6			
7			
8			
9			
10			

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues 268000

Total Expenditures 268000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Pender County
Approval of a Budget Amendment for ROD Collections through end of fiscal year

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 20, 2022
SUBJECT:	Approval of a Budget Amendment for ROD Collections through end of fiscal year

SUMMARY:
This items is to request approval of a Budget Amendment for Register of Deeds Collections through end of fiscal year. This will budget for fiscal year collections and disbursements for the ROD Collections transactions. These are rough estimate projections to ensure that our budget is enough to pay out our collections, not guaranteed funds to be disbursed.

ACTION REQUESTED:
Approval of a Budget Amendment for ROD Collections through end of fiscal year

Monday, June 6, 2022

Pender County Budget Ordinance Amendment

Date Monday, June 6, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 480 - REGISTER OF DEEDS

Purpose of Request

Budget projected Revenues and projected expenses for remainder of the year.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	480-356000	Recording-ROD	76014
2	480-356100	Legitimation-ROD	21500
3	480-356200	Marriage License-ROD	5000
4	480-356400	Excise Tax-ROD	290000
5	480-356600	Misc Revenues-ROD	2600
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	480-400200	Salaries	2100
2	480-400211	401K Non LEO	40
3	480-400500	FICA	60
4	480-400600	Group Insurance	6500
5	480-400700	Retirement	100
6	480-400800	Additional Retirement	9200
7	480-406000	Computer Expense	49

	Account # (ORG-OBJECT)	Account Description	Amount
8	480-407901	NCDOR-Conveyance Tax	368000
9	480-407902	NCDHHS-Children's Trust Fund	715
10	480-407903	NCDOA-Domestic Violence	4250
11	480-407904	St Treas-Mapping/GF/Cult Res	4100
12			
13			

Total Revenues 395114

Total Expenditures 395114

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Pender County
Approval of BOCC minutes June 6, 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	June 20, 2022
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes June 6, 2022

SUMMARY:
Approval of the Board of Commissioner Meeting Minutes June 6, 2022

ACTION REQUESTED:
Approval of the Board of Commissioner Meeting Minutes June 6, 2022

MINUTES
Board of County Commissioners Meeting
Monday, June 6, 2022 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

OTHERS PRESENT: Chad McEwen, County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

1 CALL TO ORDER
Chairman called the meeting to order at 4:00 PM

2 INVOCATION
Commissioner Newton

3 PLEDGE OF ALLEGIANCE
Commissioner Brown

4 ADOPTION OF AGENDA

4.1 Motion to adopt agenda.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			

Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

5.1 Public Hearing Proposed FY 2022-2023 Budget and Economic Development and Economic Incentive Appropriations for FY 2022-23 DRAFT BUDGET AVAILABLE TO VIEW IN THE COUNTY MANAGERS OFFICE LOCATED AT 805 S. WALKER STREET BURGAW, NC or ONLINE AT https://www.pendercountync.gov/

Chad McEwen, County Manager, stated that under statutory obligations we are disclose the budget in regards to economic development or economic development incentive appropriations within the FY 22-23 Budget. There are no direct appropriations for specific projects. There are stand partners, the economic development partners that we traditionally work with our our economic development corporations like Wilmington, business Development, North Carolina, Southeast, Southeastern Economic Development Commission, all of those agencies and their distributions are contractual. Distributions are listed in the budget and budget has been available for public view consideration, but couldn't hard copy as well as online.

Mike Korn, Hwy 117 Burgaw, stated he wanted to address the board about the budget, specifically for the Sherriff's office. The Sheriff's Office is very important to the people and first of all, he states he did send a letter. At first, then sent an email and this was in the email. Then he sent a letter and hand delivered it to everyone on the board here, including the manager and the sheriff. Stated he did not get one reply. Law enforcement in Pender County. You've seen the news. You know what's going on. You've seen the things that are very harmful and going on out here in the general public. The fentanyl, the drug problem, the opioids, especially sheriff's offices, unable to respond to most of what we have here in the time we've manner and with the the burglaries. They they are very overburdened. They take reports and they send them to detectives. And they have to decide what they're gonna do and what they're not gonna do. It's it's very shameful situation that we're in and that people need to understand that a proactive professional patrol division would be very beneficial. The things that are happening now here now with the Sheriff's Office having a multiple car wrecks and

things like that happen, the officers being injured and stuff like that, that does nothing but cause the county more expenses, more hardship.

Patricia Koluch,125 Spring Chase, expressed her concerns with the Sherriff's office budget and what is being done to fight overdoses in Pender County. Somebody's got to stand up here and speak for the citizens of Pender County. She did about the drug addiction. She stated she has not heard any news from the health department. She has called and left messages. She was trying to find the numbers on the deaths related which should believe you all here. Ask them about that. About two months ago. She said she has not heard anything about the drug death overdose in Pender County.

Public Hearing is closed.

Moved by David Williams, seconded by Fred McCoy

Motion to approve economic development budget.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

6 PUBLIC COMMENT

Carla Cotton, 83 Hawk Hollow Trail, stated she was in a car accident in front of Heidi Trask High School and the first person that she saw was a Pender County Animal control officer. It was not his job to stop and help, but he did. our Pender County law enforcement, see us at our very worst. They help us when we're hurt or victimized. She went over some statistics she found with the board and shared her concerns for pay of law enforcement in Pender County.

7 CONSENT AGENDA

7.1 Approval of Tax Releases and Refunds

7.2 Approval of a Budget Amendment for DSS Trust Fund Representative

Payee through end of fiscal year

7.3 Approval of a Budget Amendment for EMS & Fire Tax Collections through end of fiscal year

7.4 Approval of a Budget Amendment for Jail Inmate Trust Fund through end of fiscal year

7.5 Approval of a Budget Amendment for proceeds from sale of surplus property to go back into General Fund Fund Balance

7.6 Approval of a Budget Amendment for Town Tax Collections through end of fiscal year

7.7 Approval of Surplus Property Advertisement for Auction - 4131 US Hwy 117, Rocky Point

7.8 Approval of the Board of Commissioner Meeting Minutes May 16, 2022

7.10 Consent Agenda approval

Moved by David Williams, seconded by George Brown

Motion to approve consent agenda

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Notice of Intent to File for 2022 School Bond and Reimbursement Resolutions

Chad McEwen, County Manager, introduced a resolution of intent to proceed with the referendum on the general obligation bonds for school facilities. The referendum will be on the November 8th 2022 ballot in the amount of 178 million. We will move forward to outline our intent to apply with the LGC for bonds related to that vote in November. Assuming that the vote is approved and directing staff to work with Sanford Hauser as well as the LGC. The second part is notice to apply with the LGC for approval of general obligation school bonds in the

amount of $178 million. Any citizen or taxpayer of Pender County can contact the NC Local Government Commission in Raleigh within 7 days of this notice with a written statement of any objections regarding the issuance of these bonds. The next portion is the reimbursement resolution for the bond proceed or for the bond its proved authorizing the county reimburse itself for early project expenses for later finance pursuits. If the voters fail to approve the general obligation bond the county will either have to use alternative financing or forego reimbursement for the project cost. The recommendation is to approve all three portions of this resolution related to the 2022 school bond and reimbursement resolutions. There was discussion on the need for this bond and the effect it will have on the taxpayers.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion Approved

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8.2 Bond Counsel Engagement Letter Pender County School Bond 2022

Chad McEwen, County Manager, shared the proposed school bond engagement letter with Sanford Holshouser outlining the roles and the scope and fee structures.

Moved by George Brown, seconded by Fred McCoy

Motion approved

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8.3 Adoption of FY 2022-2023 Budget Ordinance and Fee Schedule 13 - 24

Chad McEwen, County Manager, stated the budget is balanced. There are no tax increases other than the two cent requested by Burgaw related to Pender Central Fire District. The overall general fund budget is 84 million, The fund balance was not appropriated to balance the budget even with the recent request by the sheriff's office and Pender Fire and EMS for pay increases by adjusting some revenue numbers and making cuts to county departments. Mr. McEwen stated that a 5% COLA is being proposed as part of this budget. The sheriff's department staff is receiving the 5% COLA and an additional $342,000.00 was included for market adjustments related to the spreadsheet that was provided. Additionally 3.7 million of additional funding is being provided by direction of the board. He stated as discussed before that this is not going to be a sustainable approach in terms of budgeting. There was discussion in regards to surrounding counties giving increases and that the BOCC does not dictate how these funds are spent.

Moved by David Williams, seconded by George Brown

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

Signed Budget ordinance 21-22

8.4 Approval of Budget Amendment and Purchase Order for Demolition Contract for Long Creek and select Tax Foreclosures with 4 Seasons Demolition in response to RFP #220512-228

Zach White, Parks and rec, stated this agenda item is for the purchase order, for the demolition of the old Long Creek School property and several vacant foreclosure properties owned by the county. The buildings that are still on site at Long Creek as well as the seven of our tax foreclosures that still have a vacant structures on them. Emergency Management and the fire Marshall's office did control burns at the location as part of a training exercise.

Moved by George Brown, seconded by David Williams

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton		x		
David Piepmeyer	x			
David Williams	x			
	4	1	0	0

CARRIED.

8.5 Approval of Budget Ordinance Amendment for Penderlea Community Park

Zach White, Parks and rec, requested approval for a budget ordinance amendment for the Penderlea Community Park. Due to supply chain issues and securing a contractor for the restroom and picnic shelter that was approved in the current budget he is requesting $100,000 approved in the Parks and Recreation capital outlay fund be moved to the Penderlea Community Park fund.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8.6 Award of Contract for Architectural and Engineering Design of future Health & Human Services Building with Bobbitt Construction in response to RFQ #220318-224

Carolyn Moser, Health Director, approval of contract for architectural and engineering design of the health and human services building to

Bobbitt construction in response to RFQ #220318-224. Ms. Moser stated that 47% of the project will be funded by the state. She stated that all Medicaid revenues have been put into an escrow in the amount of $6 Million dollars. The land is already owned by the county

Moved by George Brown, seconded by Jacqueline A. Newton

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9 DISCUSSION

10 APPOINTMENTS

10.1 Approval to remove District 1 Appointee to the ABC Board and "At Large" appointee on the Tourism Development Authority

Commissioner David Williams made a recommendation to the board to remove the appointed District 1 person on the ABC board and the at-large person on the Tourism Development Authority board due to improper statements in regards to the BOCC.

Moved by David Williams, seconded by George Brown

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

10.2 Approval of Appointment of Vice Chairman for the the Pender County Board of County Commissioners

Vote for new vice chairman will be added to the June 20th Agenda.

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

17 SOCIAL SERVICES BOARD

18 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

Trey Thurman, attorney, stated opioid money is coming and items for closed session are Items 3 attorney client, item 4 economic development and item 6 personnel.

Commissioner McCoy congratulated Chad McEwen on his award from the Burgaw Chamber of Commerce for all his effort and great work for the county. Mr. McCoy noted that June 6th is D-day.

Commissioner Newton stated that the farmers market in Burgaw on Saturday was a great event.

19 CLOSED SESSION (IF APPLICABLE).

19.1 Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered

a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; and 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

Moved by George Brown, seconded by David Williams

Motion to enter closed session at 5:57 PM

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

20 NEXT MEETING DATE

June 20, 2022
4:00 PM
805 S. Walker Street
Burgaw NC
BOCC Meeting Room

21 ADJOURNMENT

PENDER COUNTY, NORTH CAROLINA
FISCAL YEAR 2021 – 2022 BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Pender County, North Carolina as follows:

Section 1A. The following amounts are hereby appropriated in the General Fund (Fund #10) for the operation of the County Government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for Pender County:

Pender County Schools	$21,720,842
Pender County Schools Capital Outlay	2,917,084
Cape Fear Community College	620,286
Board of Commissioners	244,791
County Manager	592,843
Human Resources	409,469
County Attorney	136,755
Finance	891,944
Information Technology	2,375,144
Board of Elections	383,192
Register of Deeds	1,567,839
Tax Administration	1,752,641
Planning & Community Development	668,486
Permitting & Inspections	1,510,500
Parks & Recreation	686,873
JCPC Programs	211,315
Shooting Range	168,245
Library	954,391
Facilities & Fleet Services –Facilities Maintenance	2,836,155
Facilities & Fleet Services – Fleet Maintenance	260,724
Facilities & Fleet Services – Grounds Maintenance	606,851
Emergency Management	631,473
Sheriff/Jail/Animal Control/SRO	12,808,557
Tourism	243,486
Veterans Service Office	211,090
Transfer to Health Department	2,942,568
Transfer to Public Assistance	4,772,629
Clerk of Superior Court	19,500
Division of Forest Resources	262,098
NC Cooperative Extension Services	182,713
Outside Agencies-Economic Development	696,016
Outside Agencies – Health & Human Services	798,719
Outside Agencies – Cultural & Recreational	10,000

Insurance Claims Expenditure	397,000
Option 4 Sales Tax	1,013,654
Medical Examiner	85,000
Debt Service	769,372
Non-Departmental	3,114,451
Transfer to Water Treatment Plant	817,646
Transfer to Countywide Fire	744,931
Transfer to Revaluation	235,500
Transfer to Rescue Squad Fund	172,000
Transfer to Housing	25,938
Transfer to Public School Capital Fund	4,952,905
TOTAL GENERAL FUND	**$77,423,616**

Section 1B. It is estimated that the following revenues will be available in the General Fund (Fund #10) for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Property Taxes – Current Year	$49,517,139
Property Taxes – Prior Year, Penalties & Interest, etc.	1,382,347
Property Taxes – Motor Vehicles	4,630,426
Sales Tax	12,193,975
Sales, Services, and Other Revenues	6,731,158
Intergovernmental Revenues	2,968,571
Total Revenues	**$77,423,616**

Section 1C. There is hereby levied a tax at the rate of sixty-four point five ($.645) per one hundred dollars ($100) valuation of property listed as of January 1, 2021, for the purpose of raising revenue included in "Property Taxes" in the General Fund in Section 1B of this ordinance. This rate of tax is based on an estimated total valuation of property for the purpose of taxation of $7,848,217,434 and an estimated collection rate of 97% plus utilities at $142,787,053 at 100% collection rate.

Section 1D. The following amounts are hereby appropriated in the Health Department (Fund #11) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

General Administration	$524,856
Environmental Health	750,602
Women's Health	421,107
Communicable Diseases	373,590
Child Health	489,412
CSC	120,921
Animal Shelter	583,277
Immunization	230,630
WIC	381,562
Maternity Care Coordination	164,235
Mobile Dental Clinic	391,113

Maternal Health	334,902
Health Promotion	118,339
Breast/Cervical Cancer	11,625
Dental Health	534,999
School Nurses	150,000
Bioterrorism	71,624
Adult Public Health	346,944
COVID-19	329,561
Laboratory	250,825
Mosquito Control	344,700
Total Expenditures	**$6,924,824**

Section 1E. It is estimated that the following revenues will be available to the Public Health Department (Fund #11) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Fees & Services	$1,530,414
State & Federal Funds	2,451,842
Transfer from General Fund	2,942,568
Total Revenues	**$6,924,824**

Section 1F. The following amounts are hereby appropriated in the Department of Social Services (Fund #12) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Administration	$8,059,248
Program	2,293,581
Total Expenditures	**$10,352,829**

Section 1G. It is estimated that the following revenues will be available to the Department of Social Services (Fund #12) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Federal & State Funding	5,529,795
Other	8,365
Fund Balance Appropriated	42,040
Transfer from General Fund	4,772,629
Total Revenues	**$10,352,829**

Section 2A. The following amounts are hereby appropriated in the Public School Capital Special Revenue Fund (Fund #28) for the expenditures associated with the debt service and other school capital projects funded by the County for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Debt Service Expenditures -- 2012	3,482,975
Debt Service Expenditures -- 2016	7,050,613
Option Four Redistribution	408,509
Total Expenditures	**$10,942,097**

Section 2B. It is estimated that the following revenues will be available to the Public School Capital Fund (Fund #28) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Transfer from General Fund	$4,952,905
Sales Tax	5,357,180
Lottery Funds	632,000
Interest Revenue	12
Total Revenues	**$10,942,097**

Section 3A. The following amounts are hereby appropriated in the E911 Fund (Fund #25) for the emergency telephone system during the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

E911 Operating	$275,620
Total Expenditures	**$275,620**

Section 3B. It is estimated that the following revenues will be available to the E911 Fund (Fund #25) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

911 Fees	$275.620
Total Revenues	**$275,620**

Section 4A. The following amounts are hereby appropriated in the Fire District Fund (Fund #26) for the operation of fire departments for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Fire Districts	$5,863,556
Total Expenditures	**$5,863,556**

Section 4B. It is estimated that the following revenues will be available to the Fire District Fund (Fund #26) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Fire District Taxes	$5,118,625
Contribution from General Fund to Maple Hill Fire	206,383
Contribution from General Fund to Penderlea VFD	288,548
Contribution from General Fund to Shiloh VFD	125,000
Contribution from General Fund to Atkinson Fire	125,000
Total Revenues	**$5,863,556**

Section 4B1. There is hereby levied a tax at the rate of **$0.09** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Pender Central Fire Tax District for the purpose of supplementing the revenues of the **Burgaw Fire Department**.

Section 4B2. There is hereby levied a tax at the rate of **$0.070** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Maple Hill Fire Tax District for the purpose of supplementing the revenues of the **Maple Hill Volunteer Fire Department**.

Section 4B3. There is hereby levied a tax at the rate of **$0.0875** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Rocky Point Fire Tax District for the purpose of supplementing the revenues of the **Rocky Point Volunteer Fire Department.**

Section 4B4. There is hereby levied a tax at the rate of **$0.070** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Atkinson Fire Tax District for the purpose of supplementing the revenues of the **Atkinson Volunteer Fire Department**.

Section 4B5. There is hereby levied a tax at the rate of **$0.100** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Northeast Pender Fire Tax District for the purpose of supplementing the fire revenues of the **Town of Surf City.**

Section 4B6. There is hereby levied a tax at the rate of **$0.100** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Penderlea Fire Tax District for the purpose of supplementing the revenues of the **Penderlea Volunteer Fire Department**

Section 4B7. There is hereby levied a tax at the rate of **$0.100** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the Shiloh Fire Tax District for the purpose of supplementing the revenues of the **Shiloh Volunteer Fire Department**.

Section 4B8. There is hereby levied a tax at the rate of **$.047** per $100 valuation of property listed for taxes as of January 1, 2021, located within the **Duplin-Pender Fire District** for the purpose of supplementing the revenues of the **Wallace Fire Department**.

Section 4B9. There is hereby levied a tax at the rate of **$.095** per $100 valuation of property listed for taxes as of January 1, 2021, located within the **Sloop Point Fire District** for the purpose of supplementing the revenues of the **Sloop Point Fire Department**.

Section 4B10. There is hereby levied a tax at the rate of **$.110** per $100 valuation of property listed for taxes as of January 1, 2021, located within the **Long Creek Grady Fire District** for the purpose of supplementing the revenues of the **Long Creek Fire Department.**

Section 4B11. There is hereby levied a tax at the rate of **$.095** per $100 valuation of property listed for taxes as of January 1, 2021, located within the **Hampstead Fire District** for the purpose of supplementing the revenues of the **Hampstead Fire Department.**

Section 4B12. There is hereby levied a tax at the rate of **$.095** per $100 valuation of property listed for taxes as of January 1, 2021, located within the **Scotts Hill Fire District** for the purpose of supplementing the revenues of the **Scotts Hill Department.**

Section 4B13. There is hereby levied a tax at the rate of **$.100** per $100 valuation of property listed for taxes as of January 1, 2021, located within the **Northeast Pender Fire District** for the purpose of supplementing the revenues of the **Northeast Pender Department.**

Section 5A. The following amounts are hereby appropriated in the **Emergency Medical Service Fund** (Fund #27) for the operation of rescue services for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Operating-EMS	$7,390,331
Total Expenditures	**$7,390,331**

Section 5B. It is estimated that the following revenues will be available to the Emergency Medical Service Fund (Fund #27) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

EMS Tax	$7,218,331
Contribution from general fund to EMS	172,000
Total Revenues	**$7,390,331**

Section 5B1. There is hereby levied a tax at the rate of **$0.0925** per $100.00 valuation of property listed for taxes as of January 1, 2021, located within the County for the purpose of funding **Emergency Medical Services in the County**.

Section 6A. The following amounts are hereby appropriated in the Revaluation Fund (Fund #29) for the revaluation of property in Pender County for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Reserves	$235,500
Total Expenditures	**$235,500**

Section 6B. It is estimated that the following revenues will be available to the Revaluation Fund (Fund #29) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Transfer from General Fund	$235,500
Total Revenues	**$235,500**

Section 7A. The following amounts are hereby appropriated in the Solid Waste Management Fund (Fund #75) for the operation of the collection and disposal of solid waste for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Solid Waste Collection and Disposal	$6,574,500
Total Expenditures	**$6,574,500**

Section 7B. It is estimated that the following revenues, including user fees at $220, availability fees at $110 and tipping fees at $78 per ton, will be available to the Solid Waste Management Fund (Fund #75) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Solid Waste User Fees	$4,252,000
Landfill Fees	1,800,000
Recycling and Other Revenues	522,500
Total Revenues	**$6,574,500**

Section 8A. The following amounts are hereby appropriated in the Maple Hill Water & Sewer District Enterprise Fund (Fund #71) for the operation of the Maple Hill water distribution system and sewer system for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Maple Hill Water & Sewer District	$252,261
Total Expenditures	**$252,261**

Section 8B. It is estimated that the following revenues will be available to the Maple Hill Water & Sewer District Enterprise Fund (Fund #71) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water & Sewer Fees	$235,094
Transfer from Fund #59	11,167
Other Revenue	6,000
Total Revenues	**$252,261**

Section 9A. The following amounts are hereby appropriated in the Rocky Point/Topsail Water & Sewer District Enterprise Fund (Fund #72) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Rocky Point/Topsail Water & Sewer District Fund	$6,787,610
Total Expenditures	**$6,787,610**

Section 9B. It is estimated that the following revenues will be available to the Rocky Point/Topsail Water & Sewer District Fund (Fund #72) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water and Sewer Fees	$6,627,610
Other Revenue	160,000
Total Revenues	**$6,787,610**

Section 10A. The following amounts are hereby appropriated in the Scotts Hill Water & Sewer District Enterprise Fund (Fund #76) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Scotts Hill Water & Sewer District	$384,007
Total Expenditures	**$384,007**

Section 10B. It is estimated that the following revenues will be available to the Scotts Hill Water & Sewer District Enterprise Fund (Fund #76) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water Fees	$325,000
Transfer from Fund #59	54,007
Other Revenue	5,000
Total Revenues	**$384,007**

Section 11A. The following amounts are hereby appropriated in the Water Treatment Plant Enterprise Fund (Fund #77) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Water Treatment Plant	$3,147,484
Total Expenditures	**$3,147,484**

Section 11B. It is estimated that the following revenues will be available to the Water Treatment Plant Enterprise Fund (Fund #77) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water Fees	$1,966,204
Transfer from Capacity Fees	1,181,080
Investment Income	200
Total Revenues	**$3,147,484**

Section 12A. The following amounts are hereby appropriated in the Housing Enterprise Fund (Fund #73 & 74) for the operation of the Pender County Housing Section 8 Program and the Country Court Apartments for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County:

Section 8 Expenditures	$1,450,562
Country Court Expenditures	73,296
Total Expenditures	**$1,523,858**

Section 12B. It is estimated that the following revenues will be available to the Housing Enterprise Fund (Fund #73 & 74) for the operation of the Pender County Housing Section 8 Program and the Country Court Apartments for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Section 8 Revenues	$1,424,624
Country Court Revenues	73,296
Contribution from General Fund to Housing	25,938
Total Revenues	**$1,523,858**

Section 13A. The following amounts are hereby appropriated in the Automation Enhancement & Preservation Fund (Fund #49) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County.

Supplies & Materials	$1,500
Contracted Services	$59,000
Total Expenditures	**$60,500**

Section 13B. It is estimated that the following revenues will be available to the Automation Enhancement & Preservation Fund (Fund #49) for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Fees Collected	$60,500
Total Revenues	**$60,500**

Section 14A. The following amounts are hereby appropriated in the Moore's Creek Water & Sewer Enterprise Fund (Fund #56) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Moore's Creek Water & Sewer District	$310,891
Total Expenditures	**$310,891**

Section 14B. It is estimated that the following revenues will be available to the Moore's Creek Water & Sewer District Enterprise Fund (Fund #56) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water Fees	$310,891
Total Revenues	**$310,891**

Section 15A. The following amounts are hereby appropriated in the Central Pender Water & Sewer District Enterprise Fund (Fund #57) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Central Pender Water & Sewer District	$309,906
Total Expenditures	**$309,906**

Section 15B. It is estimated that the following revenues will be available to the Central Pender Water & Sewer District Enterprise Fund (Fund #57) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water Fees	$200,000
Transfer from Capacity Fees	107,406
Other Revenues	2,500
Total Revenues	**$309,906**

Section 16A. The following amounts are hereby appropriated in the Capacity Fees Fund (Fund #59) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Transfer to Central Pender W&S (Fund #57)	$107,406
Reserves	142,918
Transfer to Maple Hill Sewer (Fund #71)	11,167
Transfer to Scotts Hill Water & Sewer (Fund #76)	54,007
Transfer to Water Treatment Plant (Fund #77)	1,181,080
Transfer to Wastewater Treatment Plant (Fund 78)	608,422
Total Expenditures	**$2,105,000**

Section 16B. It is estimated that the following revenues will be available to the Water/Wastewater Capacity Fees Fund (Fund #59) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Water Capacity Fees	$2,105,000
Total Revenues	**$2,105,000**

Section 17A. The following amounts are hereby appropriated in the Wastewater Treatment Plant Fund (Fund #78) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Wastewater Treatment Plant	$1,996,068
Total Expenditures	**$1,996,068**

Section 17B. It is estimated that the following revenues will be available to the Wastewater Treatment Plant Fund (Fund #78) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Wastewater Fees	$570,000
Transfer from General Fund	817,646
Transfer from Capacity Fees (Fund #59)	608,422
Total Revenues	**$1,996,068**

Section 18A. The following amounts are hereby appropriated in the Fuel Depot Fund (Fund #53) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Fuel Depot Operations	$519,577
Total Expenditures	**$519,577**

Section 18B. It is estimated that the following revenues will be available to the Fuel Depot Fund (Fund #53) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Sales to Departments	$290,442
Overhead Fee	58,195
Sales to Outside Agencies	170,940
Total Revenues	**$519,577**

Section 19A. The following amounts are hereby appropriated in the General Water Fund (Fund #79) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Bond Principal	$495,000
Bond Interest	802,126
Total Expenditures	**$1,297,126**

Section 19B. It is estimated that the following revenues will be available to the General Water Fund (Fund #79) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Payment from Rocky Pt/Topsail W&S District	$1,297,126
Total Revenues	**$1,297,126**

Section 20A. The following amounts are hereby appropriated in the Tourism Development Authority Fund (Fund #44) for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the Chart of Accounts heretofore established for this County:

Supplies	$30,218
Total Expenditures	**$30,218**

Section 20B. It is estimated that the following revenues will be available to the Tourism Development Authority (Fund #44) for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Occupancy Tax	$30,218
Total Revenues	**$30,218**

Section 21. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. They may transfer amounts between line item expenditures within a department without limitation and without a report being required.

b. They may transfer amounts up to $10,000 between departments, including contingency appropriations, within the same fund. They must make an official report on such transfers at the next regular meeting of the Board of Commissioners.

c. They may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

Section 22. The following are in effect for expenditure control:

a. Purchase orders are required for any purchases over $1,000.

b. Formal approval from the Board is required for all "non-routine" expenditures exceeding $30,000. Routine expenditures include utilities, legally required advertising, postage, fuel, water or sewer purchase contracts, fee distributions, detention assignments, and direct benefit payments (foster care, child support, and retiree benefit payments), as well as specified outside agency distributions.

c. Emergency approval of purchase orders exceeding $30,000 may be conveyed by the County Manager in consultation with the Chair of the Board of County Commissioners and subsequent notification of the Board.

Section 23. The Finance Director is authorized to transfer amounts up to $7,500.00 between line item expenditures within a department without limitation, without Budget Officer approval and without a report being required. These changes should not result in increases in recurring obligations such as salaries.

Section 24. Operating funds encumbered on the financial records as of June 30, 2021, are hereby re-appropriated to this budget.

Section 25. County departments requested for thirty-six new position/reclassifications and wages this year totaled $1,897,984 with twenty-one positions being recommended at $1,054,473. Of this recommended amount, $205,322 will be reimbursed by external sources, leaving the County's portion of the cost at $849,151. These positions include the following: Custodial Foreman, five Custodial Technicians, Maintenance Tech III, Grounds worker, Internal Audit Compliance Officer, Asset Manager, Public Health Nurse II, Environmental Health Specialist, Health Educator, Tele-communicator/shift leader, 2 Tele communicators, CSI Investigator, Project Manager, Solid Waste Maintenance Technician, Utilities inspector, and Watershed and Drainage Technician.

The following grade reclassifications have been requested: Maintenance Technician, Deputy Library Director, Helpdesk Specialist, Floodplain Administrator, Land Records Clerk, Recreation Coordinator II, and Environmental Health Tech.

This budget includes the implementation of a salary study with an effective date of June 27, 2021, with the first payment starting on July 16, 2021. The estimated cost of this implementation is $1,662,660, of which $84,052 is being absorbed by the enterprise funds. Also included is a 2.5% 401(k) contribution for all non-law enforcement staff. The estimated cost of this contribution is $465,646. Law Enforcement staff currently receive a 5% 401(k) contribution.

The North Carolina Department of State Treasurer Retirement Systems Division has notified the county that employer contribution rates have increased from 10.15% to 11.25% for general employees and from 10.90% to 12.04% for Law Enforcement in FY 2021-2022.

Section 26: The County Manager is authorized to exempt the County from the requirements of G.S. 143-64.32 (commonly referred to as the Mini- Brooks Act). This exemption provides the county with the ability to select an architect, engineer, surveyor, or alternative construction delivery method firm by whatever method it chooses (or no method at all). This exemption is capped at $50,000, meaning the estimated cost of the contract cannot exceed this amount. Contracts with an estimated cost of $50,000 must be procured via Qualification Based Selection (QBS). This exemption does not preclude or waiver any other county, state, or federal procurement requirement. Regardless of means of selection of services, all expenditures over the purchase order limit of $20,000 must obtain Board of Commissioners approval and have an executed agreement signed by the County Manager.

Section 27: The County Manager is authorized to negotiate and conduct private sales of personal property valued at less than $30,000, without board approval, upon the condition that the property is sold at fair market value. The County manager must keep a record of all property sold and the sale price.

Section 26. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Section 27. There is hereby established, for the Fiscal Year 2021-2022, various fees and charges, as set forth in Attachment "A" (Pender County Fee Schedule-FY 2021-2022, Effective July, 1 2021).

MOVED Commissioner Williams SECONDED Commissioner Piepmeyer

APPROVED ✓ DENIED_____ UNANIMOUS 4 to 1 approval

YEA VOTES: Brown ✓ McCoy ✓ Newton___ Piepmeyer ✓ Williams ✓

Commissioner Newton against

George R. Brown, Chairman — 6/7/2021 Date

ATTEST — 6/7/2021 Date

Interim County Clerk

12

Pender County
Request board approval

TO:	Board of County Commissioners
FROM:	Allen Phillips-Bell
DATE:	June 20, 2022
SUBJECT:	Approval to Receive Grant Funding for Travel to 2-day Workshop for Library Staff

SUMMARY:
Embedding Evaluation is training initiative for public library staff funded by the Institute of Museum and Library Services, offered by the Califa Group in partnership with the State Library of North Carolina. The 9-month training initiative would train three Pender County Library staff members in evidence-based library program evaluation and would include two in-person workshops (two days each), six virtual coaching sessions, and six virtual discussion sessions. The first two-day workshop will take place on August 9-10, 2022 in Raleigh and the second one will take place May 2-3, 2023 in Columbia, SC.
Pender County Library provides programs for people of all ages, from story time programs for children ages 0-5 to creative and educational programs for children, teens, and adults. This training initiative would improve our ability to evaluate the success of our programs and identify ways to improve our programs to better meet the needs and interests of the people of Pender County.
The grant would provide up to $2,000 in travel funding in the form of reimbursements for the August 2022 workshop in Raleigh, covering lodging, food, and gas. Reimbursement for travel for the May 2023 workshop in Columbia will also be provided, with the amount available for reimbursement slated to be announced in winter 2023. If the Board approves acceptance of the grant funding for the August 2022 workshop, the Library will come to the BOCC again as soon as the funding for the May 2023 workshop is announced. With the travel costs reimbursed, this would come at no cost to Pender County Government.

ACTION REQUESTED:
Approve acceptance of up to $2,000 in reimbursements for three library staff members to attend a two-day workshop in Raleigh. This would mean adding $2,000 in the revenue line item “Library Grant” (630-348811) and $2,000 in the expense line item “Travel” (630-401400) for FY 2022-2023, effective July 1, 2022.

Wednesday, May 25, 2022

Pender County Budget Ordinance Amendment

Date
Wednesday, May 25, 2022

Board Meeting Date (If Applicable)
Monday, June 20, 2022

Fiscal Year
FY 2022-2023

Fund
10 - GENERAL

Department
630 - LIBRARY

Purpose of Request
Accept grant funding for travel expenses covering hotel, gas, and food for three library staff members to attend a two-day workshop in Raleigh about methods for evaluating and improving library programs. Up to $2,000 in travel funds will be reimbursed. Funding is provided thanks to a grant from the Institute of Museum and Library Services managed by the Califa Group in partnership with the State Library of North Carolina. More information: libraryeval.org/staff-and-partners/. I'd like to request that the funds be added effective July 1, 2022.

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	630-348811	Library Grant	2000.00
2			
3			
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13			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	630-401400	Travel	2000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues
2000

Total Expenditures
2000

Budget Amendment Balances when Zero.
0

Prepared By:
Allen Phillips-Bell

Email
abell@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	June 20, 2022
SUBJECT:	Approval of a Purchase Orders to NC Department of Corrections for $75,000 and US Food Services for $75,000.

SUMMARY:
Meals for the inmates are prepared in the Jail kitchen. U.S. Foods is on N.C. State Contract 393A-Food Services and is used to purchase non-meat foods, condiments, and supplies. NC Department of Corrections supplies meat products for the Jail at a lower cost than State Contract pricing through their State Corrections Enterprises Program. Both have competitive pricing and are efficient in delivery. The funds are to come out of account 510030-404700.

These expenditures have been budgeted in the FY 22-23 Budget Ordinance.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize purchase orders for food and provisions for the Jail to NC Department of Corrections $75,000 and US Food Services: $75,000.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	June 20, 2022
SUBJECT:	Approval of Purchase Order to WellPath for Inmate Medical Care in the Pender County Jail: $375,000.00.

SUMMARY:
Pender County currently contracts with WellPath to provide health services to the inmates in the Jail. The cost of this service is estimated to be $375,000.00 for FY 2022-2023. This includes sixteen hours of daily coverage Monday through Friday and twelve hours of coverage Saturday and Sunday, by nurses on staff. These funds are to come out account 510030-404600.
This expenditure has been budgeted in the FY 22-23Budget Ordinance.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize a purchase order to WellPath in the amount of $375,000.00 for inmate medical care in the Pender County Jail

SECMG
Southeast Correctional Medical Group

April 4, 2022

Captain Randolph King, Jail Administrator
Pender County Jail
104 North Walker St
Burgaw, NC 28425

RE: Sixth Amendment to the Correctional Health Services Agreement

Greetings Captain King:

Southeast Correctional Medical Group, LLC ("SECMG") is proud to be your partner, and we look forward to another year of providing quality health care services for your inmates at Pender County.

Per Section 6.01 of the Correctional Health Services Agreement, by and between SECMG and Pender County Jail (the "Agreement"), the Agreement will automatically renew for an additional one-year period on July 1, 2022.

In previous years, we would request an increase in the annual compensation amount consistent with the Consumer Price Index ("CPI") for Urban Consumers – Medical Care Services Component, South Region. This CPI rate is presently 2.7% for February 2022.

In typical years, the change in CPI would reasonably reflect the increases in our costs in typical years. However, this is not a typical year. As you are aware, we are experiencing a once-in-a-generation staffing crisis in healthcare. Driven by one-time bonuses and supplemental wages, the cost of nurses and other healthcare professionals, which represent some 60% of our total costs, have increased at rates many times the CPI for Medical Care Services.

For this reason, we are requesting a 4.0% increase for 2022-2023 to sufficiently address the challenges we face through the next twelve months. These increased dollars are critical to the continued success of our program and will ensure our staff wage rates remain competitive with the local healthcare market. This adjustment will strengthen our ability to retain and support a stable, competent staff providing consistent patient care at Pender County.

Application of the 4.0% increase revises the base annual compensation amount for professional health care services rendered at the Pender County Jail from **$344,905.90** to **$357,422.14**, or **$29,785.18** per month. This amount is inclusive of the $32,000 annual cost pool.

As such, The Agreement shall be amended by deleting Section 7.01 in its entirety and inserting the following language in lieu thereof:

> **7.01 Base Compensation**. County will pay SECMG the sum of $325,422.14 for services provided by SECMG in twelve (12) months with a cost pool of $32,000 per twelve (12) months for a total of $357,422.14. Payments will be $29,785.18 per month, which includes the cost pool. This compensation level assumes a maximum inmate population of 92.

Please sign this letter in the space provided and email a signed copy to Andrea Knox, Retention Specialist, at ***akknox@wellpath.us***. This letter shall serve as the Sixth Amendment to the Agreement and shall be binding upon both parties upon signature of the County and SECMG, pursuant to Section 9.05 of the

SECMG
Southeast Correctional Medical Group

Agreement. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

Should you have any questions or concerns, do not hesitate to contact Chris Mosley, Regional Director of Operations, at 404-772-4365.

AGREED TO AND ACCEPTED AS STATED ABOVE:

PENDER COUNTY JAIL

By: _____
Name: _____
Title: _____
Date: _____

SOUTHEAST CORRECTIONAL MEDICAL GROUP, LLC

DocuSigned by:
By: Cindy Watson
8BA0FD966BB14B4...
Name: Cindy Watson
Title: President, Local Government Health
Date: 4/4/2022

Cc: Chris Mosley, Regional Director of Operations
Adolfo Cisnero, Senior Director, Contract Retention
Stan Wofford, Senior Vice President

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	June 20, 2022
SUBJECT:	Approval of Budget Amendment for Fiscal Year 21-22 Budget

SUMMARY:
Approval of Budget Amendment for budget transfer of funds to offset expenses during FY 21-22.

ACTION REQUESTED:
Approval of Budget Amendment for Fiscal Year 21-22 Budget

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Adjust projected revenues and budget for projected expenses for Sheriff's department's

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-335040	Donations	12989
2	510-357000	Sheriff Fees	11270
3	510-357100	Execution-Sheriff	735
4	510-357200	Civil-Sheriff	-5000
5	510-357500	Pistol Permits	-10000
6	510-357550	Concealed Weapon Permits	-70000
7	510-357600	Fingerprints-Sheriff	-1100
8	510040-334310	Citations-Animal Control	1925
9	510010-348039	SRO-Grant Agreement	4981
10	510030-334300	Jail Commission Fees	-44000
11	510030-357310	Jail-SSA Incentive	2000
12	510030-360000	Officer & Jail Fees	-28000
13	695-399000	Gen FB-Appropriated	585775

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-400200	Salaries	-203000
2	510-400201	Overtime	423000
3	510-400211	401K Non LEO	2600
4	510-400400	Temp Wages	82075
5	510-400500	FICA	53500

	Account # (ORG-OBJECT)	Account Description	Amount
6	510-400600	Group Insurance	8800
7	510-400700	Retirement	72000
8	510-400800	Additional Retirement	23000
9	510-401050	New Requests-Sal & Benefits	-1207
10	510-401200	Postage	-2500
11	510-401400	Travel	6000
12	510-401600	Maint/Repairs-Equipment	-2600
13	510-401601	Maintenance-AFIS	-93

Total Revenues 461575 **Total Expenditures** 461575

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** amiller@pendercountync.gov

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Budget for proposed expenses for remainder of year.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal-Appropriated	211086
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Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-401602	Insurance Claims Expenditure	-24000
2	510-403100	Gas & Fuel	270000
3	510-403306	Supplies-Dare Program	-750
4	510-403310	Titles/Tags/Tax	6000
5	510-403600	Uniforms	-7300
6	510-404499	NCSBI-Concealed Weapon	-20000
7	510-404500	Contracted Services	-8800
8	510-405300	Dues & Subscriptions	137
9	510-405408	Sheriffs Supplemental Pension	6247

	Account # (ORG-OBJECT)	Account Description	Amount
10	510-405500	Training	-1950
11	510-405801	Merchant Fees (Cred Card)	200
12	510-406000	Computer Expense	-3050
13	510-407100	Non-Deprec Capital	-5648

Total Revenues 211086

Total Expenditures 211086

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Budget proposed expenses for remainder of year.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal-Appropriated	32370
2			
3			
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13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407400	Capital Outlay	-12368
2	510-407403	Capital Outlay-Vehicle	-16679
3	510-417816	Outreach Program	-6100
4	510040-400200	Salaries	800
5	510040-400201	Overtime	10200
6	510040-400211	401K Non-LEO	300
7	510040-400500	FICA	950
8	510040-400600	Group Insurance	-2700
9	510040-400700	Retirement	1350

	Account # (ORG-OBJECT)	Account Description	Amount
10	510040-402800	Vehicle Repairs	1000
11	510040-403100	Gas & Fuel	2000
12	510040-403600	Uniforms	-1383
13	510010-400201	Overtime	55000

Total Revenues 32370

Total Expenditures 32370

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Budget proposed expenses for remainder of year.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal-Appropriated	-319618
2			
3			
4			
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Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510010-400200	Salaries	-122466
2	510010-400500	FICA	-5000
3	510010-400600	Group Insurance	-14800
4	510010-400700	Retirement	-11057
5	510010-400800	Additional Retirement	-2500
6	510010-401400	Travel	-8800
7	510010-403600	Uniforms	-4000
8	510010-405500	Training	-1225
9	510030-400200	Salaries	-240000

	Account # (ORG-OBJECT)	Account Description	Amount
10	510030-400201	Overtime	102000
11	510030-400211	401K Non-LEO	-300
12	510030-400230	Comp Time Payout	2930
13	510030-400400	Temp Wages	-14400

Total Revenues -319618

Total Expenditures -319618

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Budget for proposed expenses for remaining of year.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal-Appropriated	-107008
2			
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Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510030-400500	FICA	-3100
2	510030-400600	Group Insurance	-40000
3	510030-400700	Retirement	-4300
4	510030-400800	Additional Retirement	-1200
5	510030-401100	Telephone	-350
6	510030-401400	Travel	-3000
7	510030-403600	Uniforms	-2000
8	510030-404490	Juvenile Detention	4636
9	510030-404500	Contracted Services	-5794

	Account # (ORG-OBJECT)	Account Description	Amount
10	510030-404517	Contract Detention	-69400
11	510030-404600	Medical Expense	50000
12	510030-404610	Drug Screenings	-2500
13	510030-404700	Food & Provisions	-30000

Total Revenues -107008

Total Expenditures -107008

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Tuesday, June 7, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, June 7, 2022

Board Meeting Date (If Applicable) Monday, June 20, 2022

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Budget for proposed expenses for remainder of year.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal-Appropriated	-14136
2			
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13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510030-407100	Non-Depreciable Capital	-14136
2	510030-407400	Capital Outlay	14507
3	510030-407403	Capital Outlay-Vehicle	-14507
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11			

	Account # (ORG-OBJECT)	Account Description	Amount
12			
13			

Total Revenues -14136

Total Expenditures -14136

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Pender County
Approval of Contract and Purchase Order for FY2021-2022 Audit to Martin Starnes & Associates, CPA, P.A.

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	May 17, 2021
SUBJECT:	Approval of Contract and Purchase Order for FY2021-2022 Audit to Martin Starnes & Associates, CPA, P.A.

SUMMARY:
County Finance put out a Request for Proposal to audit firms that perform County audits in the State of North Carolina to complete the County's audit in Fiscal Year 2021, with several annual renewals. This item requests Board approval of the FY2021-2022 audit contract with Martin Starnes & Associates.

ACTION REQUESTED:
Approval of Contract and Purchase Order for FY2021-2022 Audit to Martin Starnes & Associates, CPA, P.A.

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2021

The	Governing Board Board of Commissioners
of	Primary Government Unit Pender County, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) Pender Tourism Development Authority

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
b) the status of the prior year audit findings;
c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Margaret C. Blue	Finance Director, Pender County	mblue@pendercountync.gov

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Pender County, NC
Audit Fee	$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ See engagement letter
Writing Financial Statements	$ See engagement letter
All Other Non-Attest Services	$ N/A
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 91,687.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	Pender Tourism Development Authority
Audit Fee	$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ N/A
Writing Financial Statements	$ N/A
All Other Non-Attest Services	$ N/A
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 2,250.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 06/07/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Pender County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* David Piepmeyer, Chairman	Signature*
Date	Email Address dpiepmeyer@pendercountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Margaret C. Blue, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* mblue@pendercountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* Pender Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)* David Piepmeyer, Chairman	Signature*
Date*	Email Address* dpiepmeyer@pendercountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)* Margaret C. Blue, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* mblue@pendercountync.gov

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

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4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

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919 783 8937 FAX

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579 West Street
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919 934 1121
919 934 1217 FAX

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

June 7, 2022

Margaret C. Blue, Finance Director
Pender County
PO Box 1578
Burgaw, NC 28425

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Pender County, NC, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise Pender County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

730 13th Avenue Drive SE ♦ Hickory, NC 28602 ♦ 828-327-2727 ♦ Fax 828-328-2324
13 South Center Street ♦ Taylorsville, NC 28681 ♦ 828-632-9025 ♦ Fax 828-632-9085
800-948-0585 ♦ www.martinstarnes.com

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Pender County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Financial Data Schedule
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

We will make reference to the component unit auditor's audit of the Pender County ABC Board in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action

plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pender County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Pender County's basic financial statements. Our report will be addressed to the governing body of Pender County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Pender County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing.

You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of AFIR
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of Pender County. However, we will provide advice and recommendations to assist management of Pender County in performing its responsibilities.

Pender County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	$	72,490
Financial Statement Drafting		8,100
Other Non-Attest Services		-
	$	80,590
Additional Fees:		
TDA audit	$	3,500
Charge per major program in excess of 5	$	4,000

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Pender County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Pender County by:

Signature: _____

Title: _____

Date: _____

MARTIN ❖ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

June 7, 2022

Margaret C. Blue, Finance Director
Pender Tourism Development Authority
PO Box 1578
Burgaw, NC 28425

You have requested that we audit the governmental activities and the major fund of Pender Tourism Development Authority, as of June 30, 2022, and for the year then ended, and the related notes, which collectively comprise Pender Tourism Development Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

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13 South Center Street ♦ Taylorsville, NC 28681 ♦ 828-632-9025 ♦ Fax 828-632-9085
800-948-0585 ♦ www.martinstarnes.com

Supplementary information other than RSI will accompany Pender Tourism Development Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Balance Sheet
- Schedule of Revenues and Expenditures

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pender Tourism Development Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Pender Tourism Development Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements.

However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit;
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
   d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
   e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
4. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes

We will not assume management responsibilities on behalf of Pender Tourism Development Authority. However, we will provide advice and recommendations to assist management of Pender Tourism Development Authority in performing its responsibilities.

Pender Tourism Development Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- This nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Pender Tourism Development Authority's basic financial statements. Our report will be addressed to the governing body of Pender Tourism Development Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Authority is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are included in the engagement letter and contract for Pender County.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Pender Tourism Development Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Pender Tourism Development Authority by:

Signature: _____

Title: _____

Date: _____

Pender County
Approval of Amended Contract for FY2021 Audit

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 20, 2022
SUBJECT:	Approval of Amended Contract for FY2021 Audit

SUMMARY:
This item is requesting Board approval of the amended audit contract with Martin Starnes & Associates for submission of the FY2021 audit report.

ACTION REQUESTED:
Approval of Amended Contract for FY2021 Audit

LGC-205 Amendment

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

Rev. 10/2021

Whereas	Primary Government Unit Pender County, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) Pender Tourism Development Authority
and	Auditor Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending 06/30/21 and originally due on Audit Report Due Date 10/31/21

hereby agree that it is now necessary that the contract be modified as follows.

	Original	Modified
☑ Modification to date	Original due date 10/31/21	Modified due date 06/30/22
☑ Modification to fee	Original fee $78,250 plus $4,000 per major program over 5	Modified fee $121,250 plus $4,000 per major program over 5

Reason(s) for Contract Amendment

Primary (choose 1)	Other (choose 0-2)	
○	☐	Change in scope
○	☐	Issue with unit staff/turnover
○	☐	Issue with auditor staff/workload
○	☐	Third-party financial statements not prepared by agreed-upon date
○	☐	Unit did not have bank reconciliations complete for the audit period
○	☐	Unit did not have reconciliations between subsidiary ledgers and general ledger complete
○	☐	Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
○	☐	Unit did not have information required for audit complete by the agreed-upon time
○	☐	Delay in component unit reports
○	☐	Software - implementation issue
○	☐	Software - system failure
○	☐	Software - ransomware/cyberattack
○	☐	Natural or other disaster
◉	☐	Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only.

The main cause of the delay in fiscal year 2021 audit completion and submission is the initial delay in beginning year-end processes and significant work to perform first year audit procedures as a result of the delay in the prior fiscal year 2020 audit submission.

Additionally, year-end timelines have been established and communicated to relevant Departmental personnel as well as Management and Finance Department personnel. Duties are delegated based on function, and year-round reconciliations maintain current account balances and limit year end efforts and adjustments. Strict cutoffs have been established and enforced, reminders distributed, and deadlines scheduled for each piece of the audit. A lot of efforts in continuous process improvement in recent years will go a long way in the future for efficiency in the year end closing process. Also, in fiscal year 2022, the County has been able to hire a new Internal Audit Compliance Officer position with significant experience who has been tasked with extensive monthly reconciliation procedures.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

Significant delay in prior year's audit report submission

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 06/02/22	Email Address amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Pender County, NC	
Date Primary Government Unit Governing Board Approved **Amended** Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) David Piepmeyer, Chairman	Signature*
Date	Email Address dpiepmeyer@pendercountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* Margaret C. Blue, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* mblue@pendercountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU Pender Tourism Development Authority	
Date DPCU Governing Board Approved **Amended** Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed) Joe Cina, Chair	Signature
Date	Email Address jcina.nhcso@gmail.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) Margaret C. Blue, Finance Director	Signature
Date of Pre-Audit Certificate	Email Address mblue@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 20, 2022
SUBJECT:	Award Contract for Construction of Pender Commerce Park Water & Sewer Extension Project to 274 Construction Group Inc. for $328,000 and Approve Associated Purchase Order

SUMMARY:
Pender County Utilities received bids for the Pender Commerce Park Water & Sewer Extension project on June 1st with 7 bidders responding. This project is to extend water and sewer service to the former BASF property, which is part of Pender Commerce Park. This extension project will make development of the site possible and minimize any possible delays for a future tenant.

274 Construction Group Inc. was the lowest responsible bidder at $328,000, which was below McKim & Creed's estimate for the project. McKim & Creed staff reviewed the bids and recommends award of the project to 274 Construction Group Inc. for the amount bid.

Funds are available for this project in account 86-407460-6963.

ACTION REQUESTED:
Award Contract to 274 Construction Group Inc. and Approve Associated Purchase Order

ATTACHMENTS:
Agreement Between Owner & Contractor for Construction Contract (for signature on page 00 50 00-6)
Notice of Award (for signature)
Recommendation of Award letter from McKim & Creed
Certified Bid Tabulation
Bid document submitted by 274 Construction Group Inc.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
(ADDENDUM NO. 1)

THIS AGREEMENT is by and between Pender County ("Owner") and 274 Construction Group Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pender Commerce Park Water & Sewer Main Extension Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by McKim & Creed, Inc.

3.02 The Owner has retained McKim & Creed, Inc ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be completed and ready for final payment in accordance with the General Conditions from the date when the Contract Time commences to run according to the following schedule:

1. Substantial Completion – 90 Calendar Days
2. Final Completion – 120 Calendar Days

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds at the Lump Sum or Unit Prices included in the Bid Forms of these Contract Documents, the sum of:

Three Hundred Twenty-Eight Thousand and 00/100 Dollars

($ 328 , 000 . 00)

See Contractor's Bid, Attachment 1.

5.02 The parties expressly agree that the Contract Price is subject to adjustment by Change Order based upon the final Contract quantities performed by the Contractor, measured at the completion of the Work.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the __ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *0.00* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (00500 – 1 to 00500 – 6, inclusive).
2. Performance bond (00520 – 1 to 00520 – 3, inclusive).
3. Payment bond (00530 – 1 to 00530 – 3, inclusive).
4. General Conditions (00700 – 1 to 00700 – 62, inclusive).
5. Supplementary Conditions (00800 – 1 to 00800 – 13, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of __ sheets with each sheet bearing the following general title: Pender Commerce Park Water and Sewer Extension.
8. Addenda (numbers 1 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 1 to 18, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER: Pender County	CONTRACTOR:
_____	_____
By: David Piepmeyer	By: _____
Title: Chairman, Pender County Board	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
PO Box 995	_____
605 E. Fremont St.	_____
Burgaw, NC 28425	_____
	License No.: _____

E-VERIFY REQUIREMENTS - As a condition for payment under this purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2022.

_____
Meg Blue, Finance Officer

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD (ADDENDUM NO. 1)

Date of Issuance:

Owner:	Pender County	Owner's Contract No.:	
Engineer:	McKim & Creed, Inc.	Engineer's Project No.:	00542-0080
Project:	Pender Commerce Park Water and Sewer Main Extension	Contract Name:	Pender Commerce Park Water and Sewer Main Extension

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 1, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

PENDER COMMERCE PARK WATER & SEWER MAIN EXTENSION .

The Contract Price of the awarded Contract is: $ 328,000.00

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 30 calendar days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 30 calendar days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By: David Piepmeyer

Title: Chairman, Pender County Board of Commissioners

Copy:

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McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

June 2, 2022 00542-0080 (54)

Mr. Kenny Keel, PE, Director
Pender County Utilities
605 E. Fremont Street
Burgaw, NC 28425

RE: Pender Commerce Park Water and Sewer Main Extension Recommendation of Award

Dear Mr. Keel:

On June 1, 2022, formal bids were received for the Pender Commerce Park Water and Sewer Main Extension project. Seven (7) bids were received, which are summarized as follows:

Bidder	Total Bid Amount
274 Construction Group, Inc.	$ 328,000
Carolina Civil Works, Inc.	$ 361,765
Atlantic On-Site Services	$ 383,806
TA Loving Company, Inc.	$393,500
Carolina Utilities Co, LLC	$ 457,600
Military & Federal Construction Company, LLC	$ 518,342
State Utility Contractors, Inc.	$ 555,500

McKim & Creed's opinion of construction cost for the project was $390,400. After review of the bids received, McKim & Creed recommends Pender County award this project to 274 Construction Group, Inc. in the amount of $328,000.00. Certified bid tabs are enclosed with this letter for your records.

If you have any questions or require further clarification, please do not hesitate to contact me.

243 North Front Street
Wilmington, NC 28401

910.343.1048
Fax 910.251.8282
www.mckimcreed.com

Mr. Kenny Keel, PE
June 2, 2022

McKIM & CREED, Inc.

Sean Kenyon, PE
Sr. Project Engineer

Attachments: Certified Bid Tabulations

McKIM&CREED

Bid Tabulation			
Project: Pender Commerce Park Water & Sewer Main Extension			
Bid Opening Date: June 1, 2022 10:00 AM			
Bidder	**Bid Bond**	**Addenda 1 Acknowledged**	**Total Bid Amount**
274 Construction Group. Inc.	Yes	Yes	$328,000
Carolina Civilworks, Inc.	Yes	Yes	$361,765
Atlantic On-Site Services	No*	Yes	$383,806
TA Loving Company	Yes	Yes	$393,500
Carolina Utilities Co, LLC	Yes	No	$457,600
Military & Federal Construction Company, Inc.	Yes	No	$518,342
State Utility Contractors, Inc.	Yes	Yes	$555,500
* Submitted Bid Bond was not fully executed			

NORTH CAROLINA PROFESSIONAL SEAL 049225 ENGINEER SEAN J. KENYON

Certified as Correct

Sean Kenyon

Sean Kenyon, Senior Project Engineer
McKim & Creed, Inc.

06/02/22

Date

Pender County
Burgaw, NC
Pender County Utilities
Pender Commerce Park Water & Sewer Main Extension

ADVERTISEMENT FOR BIDS

PUBLIC BID OPENING

Sealed Bids for the construction of the **Pender Commerce Park Water & Sewer Main Extension Project** will be received, by Pender County at 605 E. Fremont Street, Burgaw, NC on June 1, 2022 until 10:00 a.m. local time, at which time the Bids received will be "publicly" opened and read aloud.

PRE-BID CONFERENCE

A virtual pre-bid conference will be held at 10:00 AM local time on May 17, 2022. The pre-bid conference will be conducted via a web-based meeting utilizing Microsoft Teams. Interested parties wishing to join the web-based pre-bid conference may do so by sending an email to the following email address no later than May 6, 2022 at 2:00 PM local time. Note that a physical meeting will not be held for the pre-bid conference and only the web-based meeting will be available to interested parties.

jfitzsimmons@mckimcreed.com

A Microsoft Teams link will be sent to all parties who provide an email address for the pre-bid conference no later than 9:00 AM local time on May 16, 2022. Parties will utilize this link to join the web-based Microsoft Teams meeting. Interested parties are advised that only audio may be available due to limitations with Microsoft Teams video capability. Consequently, the pre-bid conference will be conducted via audio and interested parties may only hear the pre-bid conference as video may not be available. Attendance at the pre-bid conference is not mandatory but is strongly encouraged.

The Project consists of the construction of:

- Approximately 900 linear feet of 12-inch diameter C900 DR-18 PVC Water Main Distribution Piping
- Approximately 1,100 linear feet of 4-inch diameter C900 DR-18 PVC Force Main Piping

Bids will be received for a single prime Contract. Bids shall be as indicated in the Bid Form. Bidders are not required to be pre-qualified in order to submit a bid for the Pender Commerce Park Water & Sewer Main Extension Project. Contractor is advised and shall meet the following project schedule for execution and completion of the project:

- Pre-Bid Conference May 17, 2022 10:00 AM local time
- Public Bid Opening June 1, 2022 10:00 AM local time
- Notice of Award June 21, 2022
- Notice to Proceed June 22, 2022

Prospective bidders may obtain copies of the Bidding Documents by contacting the Issuing Office for the Bidding Documents at: McKim & Creed, Inc., 243 North Front Street, Wilmington, NC 28401, Jamie Mabe Fitzsimmons, 910-343-1048, jfitzsimmons@mckimcreed.com. Physical copies of the Bidding Documents will not be available for review at the Issuing Office.

Bidding Documents may also be examined on the Pender County website at the following link. Physical copies of the Bidding Documents will not be available for review at the offices of Pender County:

http://www.pendercountync.gov/utl/

Bidding Documents will be provided no later than April 25, 2022, at Carolinas Plan Room, 2527 S. 17th Street, Wilmington, NC 28401; online at Carolinas AGC www.cagc.org; and online through the McGraw Hill Construction Plan Room (dodge.construction.com). Prospective Bidders should contact these entities to determine availability for obtaining or viewing the documents. Bidding advertisement can also be found in Pender Post.

Bidding Documents are available on USB flash drive (as portable document format (PDF) files for a non-refundable charge of $100.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from the Issuing Office via mail, upon Issuing Office's receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $200.00 per set, payable to "McKim & Creed, Inc.", plus a non-refundable shipping charge. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Owner:	**Pender County Utilities**
By:	**Kenny P. Keel, PE**
Title:	**Director**

+ + END OF ADVERTISEMENT FOR BIDS + +

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Pender County Utilities
c/o Kenneth Keel PE
605 East Fremont Street
Burgaw, NC 28425

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
Addendum No. 1	5/20/2022

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description	Quantity	Unit Cost	Total
1	**MOBILIZATION (2% or less of total Bid Amount)**	1 LS	$ 5,000.00 /LS	$ 5,000.00
2	**PVC PIPE, DR-18, C-900**			
a	4-Inch	1,100 LF	$ 40.00 /LF	$ 44,000.00
b	12-Inch	900 LF	$ 110.00 /LF	$ 99,000.00
3	**DUCTILE IRON PIPE, PC350**			
a	4-Inch	50 LF	$ 85.00 /LF	$ 4,250.00
4	**DUCTILE IRON FITTINGS**	2,200 LBS	$ 13.00 /LBS	$ 28,600.00
5	**GATE VALVES**			
a	4-Inch	3 EA	$ 1,800.00 /EA	$ 5,400.00
b	6-Inch	1 EA	$ 2,600.00 /EA	$ 2,600.00
c	12-Inch	4 EA	$ 5,400.00 /EA	$ 21,600.00
6	**CONNECTIONS TO EXISTING SYSTEM**			
a	Water	1 EA	$ 7,500.00 /EA	$ 7,500.00
b	Sewer	1 EA	$ 58,800.00 /EA	$ 58,800.00
7	**COMBINATION AIR/VACUUM RELEASE VALVE AND VAULT**	1 EA	$ 11,000.00 /EA	$ 11,000.00
8	**BLOW-OFF ASSEMBLY**	1 EA	$ 6,000.00 /EA	$ 6,000.00
9	**EROSION AND SEDIMENTATION CONTROL**			
a	Temporary Silt Fence	3,000 LF	$ 4.75 /LF	$ 14,250.00
b	Concrete Washout Pits	2 EA	$ 500.00 /EA	$ 1,000.00
c	Seeding and Restoration	1 LS	$ 3,000.00 /LS	$ 3,000.00
10	**SUBGRADE STABILIZATION STONE**	2,000 LF	$ 8.00 /LF	$ 16,000.00

TOTAL BASE BID AMOUNT (ITEM 1 THROUGH 10)	$ 328,000.00

$ Three Hundred and twenty eight thousand dollars and no/cents

Written Total Base Bid Amount

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.06 of the General Conditions on or before the dates or within the number of calendar days shown below which also coincide with the Agreement:

1. Substantial Completion – 90 Calendar Days
2. Final Completion –120 Calendar Days

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: 77467

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

274 Construction Group Inc.

By:
[Signature]

[Printed name] Donnie King Jr.
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Natasha Meehan

Title: Secretary

Submittal Date: 6/1/22

Address for giving notices:

420 Raleigh St.

Suite F

Wilmington, NC 28412

Telephone Number: 910-833-7718

Fax Number: 910-833-7725

Contact Name and e-mail address: Donnie King Jr.

donnie@274construction.com

Bidder's License No.: 77467

END OF SECTION 00 20 00

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
274 Construction Group, Inc.
420 Raleigh Street, Ste. F
Wilmington, NC 28412

SURETY *(Name, and Address of Principal Place of Business)*:
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: Pender County Utilities
605 East Fremont Street
Burgaw, NC 28425

BID
Bid Due Date: JUNE 1, 2022
Description: PENDER COMMERCE PARK WATER & SEWER MAIN EXTENSION

BOND
Bond Number: Bid Bond
Date: June 1, 2022
Penal sum Five Percent of Amount Bid $ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
274 Construction Group, Inc. (Seal)	NGM Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Donnie F King Jr	Wendy E. Lahm
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest:	Attest:
Signature	Signature
Title Corp. Secretary	Title H. Thomas Dawkins, Senior Vice President

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 calendar days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Brad W Gibson, Debra S Ritter, Martin D Pallazza, Raymond J Garruto,, Angela Y. Buckner, Jenny Snell, H Thomas Dawkins, Wendy E Lahm, Robert C Tresher** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Five Million Dollars ($25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.
On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 1st day of June, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

AFFIDAVIT A – Listing of the Good Faith Effort
SUBMIT WITH BID

County of Pender
Affidavit of 274 Construction Group Inc.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of five (5) areas must be checked in order to have achieved a "good faith effort")

x 1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least ten (10) days before the bid or proposal date and notifying them of the nature and scope of the work to be performed;

x 2. Making the construction plans, specification, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bid or proposals are due;

x 3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation;

___ 4. Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

___ 5. Attending any pre-bid meetings scheduled by the public owner;

x 6. Providing assistance in getting required bonding or insurance, or providing alternatives to bonding or insurance for subcontractors;

x 7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business, based on lack of qualification, should have the reasons documented in writing;

x 8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit;

x 9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation in a public construction or repair project when possible;

x 10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Bidder's Report of Subcontractor Selection and Efforts to Obtain Women and Minority Subcontractors upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the Contract.

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

Date: 5/31/22 Name if Authorized Officer: Donnie King Jr.
Signature:
Title: President

SEAL

State of North Carolina, County of Onslow
Subscribed and sworn to before me this 31 day of May 2022
Notary Public Danielle M Hampton
My commission expires 23 August 2026

DANIELLE M HAMPTON NOTARY MY COMMISSION EXPIRES 8/23/2026 PUBLIC ONSLOW COUNTY, N.C.

AFFIDAVIT B – Intent to Perform Contract with Own Workforce
SUBMIT WITH BID

County of Pender
Affidavit of
274 Construction Group Inc.
(Name of Bidder)

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

Pender Commerce Park Water & Sewer Main Extension contract.
(Name of project)

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: 5/31/22 Name if Authorized Officer: Donnie King Jr.
Signature:
Title: President

SEAL AMANDA MOORE Notary Public New Hanover County My Comm. Exp. 04-21-2025 NORTH CAROLINA

State of North Carolina, County of New Hanover
Subscribed and sworn to before me this 31st day of May 2022
Notary Public Amanda Moore
My commission expires 04-21-2025

License Year

2022

License No.

77467

North Carolina

Licensing Board for General Contractors

This is to Certify That:

274 Construction Group, Inc.

Wilmington, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2022

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 06, 2022

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS
MAY 20, 1775
NORTH CAROLINA

Chairman

Secretary-Treasurer

ADDENDA

ADDENDUM NO. 01

DATE: **May 20, 2022**

PROJECT: **PENDER COMMERCE PARK WATER AND SEWER MAIN EXTENSIONS**

OWNER: **PENDER COUNTY**

ENGINEER: **McKim & Creed, Inc.**

TO: **Prospective Bidders**

NORTH CAROLINA PROFESSIONAL SEAL 049225 ENGINEER SEAN J. KENYON

Digitally signed by Sean J Kenyon
DN: c=US, o=North Carolina, dnQualifier=A01410D0000017E6DC70A9000015FF2, cn=Sean J Kenyon
Date: 2022.05.20 11:17:09 -04'00'

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated April 2022, with amendments and additions noted herein below.

Acknowledge receipt of this Addendum in the space provided in the Bid form. Failure to do so may disqualify the Bidder.

This Addendum consists of 22 pages.

CLARIFICATIONS:

1. The Pre-Bid Meeting Minutes (dated May 17, 2022) and Pre-Bid Meeting Sign-In Sheet are attached and made a part of the Contract Documents.

2. The plan holders list from the original advertisement (dated March 8, 2022) is attached and made a part of the Contract Documents.

3. As a clarification, in order to assist in expediting the furnishing of materials, it is the expectation that the bidder provide all shop drawings to the Engineer for review and acceptance in accordance with the Contract Documents immediately following Notice of Award.

CHANGES TO THE SPECIFICATIONS:

1. Document 00 30 00 – NOTICE OF AWARD

   a. Delete Document 00 30 00 – NOTICE OF AWARD and replace with the attached Document 00 30 00 – NOTICE OF AWARD (ADDENDUM NO. 1)

2. Document 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

   a. Delete Document 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) and replace with the attached Document 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) (ADDENDUM NO. 1)

3. Section 01 33 00 – SUBMITTAL PROCEDURES

   a. Part 1.5 Section C.1: Delete "fifteen (15) days" and replace with "five (5) working days".

PRE-BID MEETING AGENDA AND MINUTES

Pender County Utilities (PCU)

Pender Commerce Park Water and Sewer Main Extension

McKim & Creed Job # 00542-0080

May 17, 2022

Introduction:

Addendum 1 will incorporate minutes of this meeting into the contract documents. Addenda will be issued by 5 PM on May 20, 2022, unless unforeseen circumstances occur that necessitate later addenda be issued.

Owner: Pender County Utilities
605 East Fremont Street
Burgaw, NC 28425
Kenneth Keel, PE– Utilities Director

Engineer: McKim & Creed, Inc. (910) 343-1048
Adam Paukovich, PE
Sean Kenyon, PE **

*****Bid questions are to be directed to Sean Kenyon at skenyon@mckimcreed.com***

Major Components of Work:

The Project consists of the construction of:

- Approximately 900 linear feet of 12-inch Water Main Distribution Piping
- Approximately 1,100 linear feet of 4-inch Force Main Piping
- Associated valves, fittings, air release valves, and miscellaneous appurtenances.
- Engineer's Cost Opinion Range: $350,000 - $400,000

Contract Timeline:

Substantial Completion : 90 Calendar Days ($500 Liquidated Damages)
Final Completion: 120 Calendar Days ($500 Liquidated Damages)

Miscellaneous

- Bidders are advised of General Conditions, Supplementary Conditions, and Special Project Conditions of the contract documents. Bidder are advised of Note 5 on Plan Sheet G01.1 which indicates that utilities provided on the plans are approximate. Contractor is also advised that field adjustments to the location and depth of proposed improvements may be required and shall be included in the bid price.
- This is an active Wastewater Treatment Plant and Water Treatment Plant. Shutdowns of plant operations are not anticipated. Should shutdown be necessary, contractor shall notify County 30 calendar days in advance and shall submit a Maintenance of Operations plan to the Engineer for review and acceptance prior to requested shutdown.
- Contractor shall notify County 30 days in advance of any tie-ins to existing water and wastewater piping. All connections to the existing system as indicated on the plans shall be coordinated with Owner and Engineer. Note that the sanitary sewer manhole on sheet C02.1 that the force main is discharging to is active. A temporary bypass plan will need to be submitted and approved prior to making the connection.
- Clearing requirements and/or clearing limits are not depicted on plans. Contractor shall field verify required clearing prior to submitting a bid and shall include cost to perform all clearing and grubbing necessary for construction of the project in the cost of the work. No separate payment for clearing and grubbing shall be made.
- Cutting and removing any pine trees that are 6" in diameter or larger at breast height is prohibited.
- Contractor will be responsible for construction staking. Contractor will be required to employ a NC Licensed survey to provide construction staking along this alignment and to ensure that the proposed pipelines are installed as shown on the plans.
- Water main extension shall be installed prior to the installation of the force main extension, if possible.
- Contractor shall maintain existing security fence around the perimeter of the WWTP and WTP at all times. Should construction activities require removal of the fence, temporary security fencing shall be installed to maintain site security. Upon completion of construction activities, permanent fencing shall be reinstalled to original condition. Removal of existing fencing, replacement with temporary fencing, and reinstallation of existing fencing shall be included in the cost of the work. No separate payment shall be made.
- Site Visits –no formal site visits will be conducted

Questions:

- If you have questions following this meeting, please submit them to Sean Kenyon at skenyon@mckimcreed.com. Please note that questions will not be entertained after May 25, 2020.

McKIM & CREED
243 NORTH FRONT STREET
WILMINGTON, NC 28401
TEL: (910) 343-1048
FAX: (910) 251-8282

PRE-BID MEETING ATTENDANCE ROSTER

Project No. 00542-080 **Client: Pender County**	**Date:** **May 17, 2022**
Project: Pender Commerce Park Water & Sewer Main Extension	**Place/Room:** **Pender County Utilities** **605 E. Fremont Street** **Burgaw, NC 28425**

Name	Company/Organization	Contact Information
Kenny Keel	Pender County Utilities	kkeel@pendercountync.gov; 910-259-0212
Adam Paukovich	McKim & Creed	apaukovich@mckimcreed.com; 910-343-1048
Sean Kenyon	McKim & Creed	skenyon@mckimcreed.com; 910-343-1048
Courtney Walger	Atlantic On Site Development	courtneyaoss@gmail.com; 919-612-3488
Stephanie Wagner	State Utility Contractors	dustin@sucontractors.com
Eddie Mullen	Carolina Civilworks	emullen@carolinacivilworks.com; 919-624-7981

LIST OF PLANHOLDERS

for

PENDER COMMERCE PARK WATER & SEWER MAIN EXTENSION

McKim & Creed, Inc. Project No. 00542-0080

Pre-Bid Conference Date May 17, 2022 @ 10:00 a.m.

Bid Date June 1, 2022 @ 10:00 a.m.

Dodge Data & Analytics
3315 Central Avenue
Hot Springs, AR 71913
Email: Dodge.docs@construction.com

AGC and iSqFt (iBUILD)
4500 Lake Forest Drive Ste 502
Cincinnati, OH 45242
Email: hcacarolinas@isqft.com
Phone: 800-364-2059 x8161
Fax: 866-570-8187

Carolinas Plan Room
2527 S. 17th Street
Wilmington, NC 28401
WEB: www.carolinasplanroom.com
Email: McGee01@mcgee-cadd.com

State Utility Contractors
4417 Old Charlotte Highway
Monroe NC 28110
PO Box 5019
Monroe NC 28111-5019
Phone: 704-289-6400
Fax: 704-282-0590

Carolina Civilworks Inc.
3511 East US 70 Highway
Durham, NC 27703
Phone: 919-598-9850
Fax: 919-598-9912

ELECTRONIC PH LIST

Atlantic On-Site Development, LLC
Holly Ridge, NC 28445
919-612-3488

Pender County
Request for Board Action

TO:	Board of Scotts Hill Water and Sewer District
FROM:	Kenneth Keel
DATE:	June 20, 2022
SUBJECT:	Approve State Funding Resolution and Application for Scotts Hill WSD Elevated Tank & Wells Project for Additional Funding

SUMMARY:
Bids for the Scotts Hill Water and Sewer District Elevated Tank & Wells project were higher than anticipated, so our best alternative is to submit an application for additional funding to proceed with the project.

Pender County Utilities received bids for the project on June 1st with 2 bidders responding. We had previously held a bid date on May 3rd but only had 1 bidder respond, so we were unable to open the bid. We re-bid the project and picked up a second bidder, and per State law were able to open bids on June 1st. While both bids were higher than the most recent engineer's estimate, they were relatively close to each other, indicating that the bids represent a fair reflection of current market conditions. The low bid was $10,970,000.

The SHWSD received a "Letter of Intent to Fund" document for the Elevated Tank & Wells project from the NCDEQ-Division of Water Infrastructure (DWI) for the project for $7,940,000 on August 3, 2020. Since that time, construction prices have escalated greatly. In early 2022, DWI indicated they might have additional funds available for this and other projects, and requested documentation of our interest in additional financing. On February 9, 2022, PCU submitted a letter requesting up to $9,940,000 (an additional $2 million) for the project, which at that time seemed to be a fair estimate of the escalated project cost. Based on our actual bid prices, our total need is actually just over $13 million to cover construction, contingency, engineering, and administrative costs.

I intend to request that the Board tentatively award the construction project at the July 11, 2022 meeting, when we will hopefully have more information regarding additional outside funding options. The tentative award would be contingent upon DWI & LGC approval.

ACTION REQUESTED:
Approve State Funding Resolution and Application for Scotts Hill WSD Elevated Tank & Wells Project for Additional Funding

ATTACHMENTS:
Resolution and Certification by Recording Official
Application

RESOLUTION BY THE BOARD OF THE SCOTT'S HILL WATER AND SEWER DISTRICT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution systems, and

WHEREAS, The Scott's Hill Water and Sewer District has need for and intends to construct a drinking water distribution system project described as an elevated water tank, wells, and associated piping improvements, and

WHEREAS, The Scott's Hill Water and Sewer District intends to request state loan and grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF THE SCOTT'S HILL WATER AND SEWER DISTRICT:

That Scott's Hill Water and Sewer District, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Scott's Hill Water and Sewer District to make scheduled repayment of the loan, to withhold from the Scott's Hill Water and Sewer District any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Board Chairman David Piepmeyer, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 20th day of June 2022 at Pender County Public Assembly Room, Burgaw, North Carolina.

_____

David Piepmeyer
Chairman, Scott's Hill Water and Sewer District

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Scott's Hill Water and Sewer District does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Scott's Hill Water and Sewer District duly held on the___20th___ day of _June_, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

_____

Tera Cline

Clerk

North Carolina Department of Environmental Quality
Division of Water Infrastructure
Application for Funding

(Last updated: July 2021)

1. General Information

Applicant Name	County	DUNS Number
Scotts Hill Water and Sewer District	Pender	802578240
Project Name	**Federal Tax ID #**	**PWSID # (if applicable)**
Elevated Tank and Associated Improvements	56-2115510	NC7071011
Applicant Type	**Total Project Cost**	**Total Funding Requested**
	$13,187,000	$5,247,000

- ☐ Municipality
- ☐ County
- ☒ Water and Sewer District
- ☐ Water and Sewer Authority
- ☐ Sanitary District
- ☐ Non-Profit Water Corporation
- ☐ Other (Specify:)

Funding Type(s) Requested

- ☐ Viable Utility Reserve – Asset Inventory & Assessment
- ☐ Viable Utility Reserve – Rate Study
- ☐ Viable Utility Reserve – MRF
- ☐ Viable Utility Reserve – Other: _____
- ☐ Asset Inventory and Assessment Grant
- ☐ Merger/Regionalization Feasibility Grant
- ☐ Community Development Block Grant for Infrastructure†

†All CDBG-I grants are 100% grants.

☐ Construction Project
- ☐ Drinking Water (all funding except CDBG-I)
- ☐ Wastewater (all funding except CDBG-I)
- ☐ Stormwater, stream restoration

LMI determination method:
☐ Survey ☐ ACS

LMI Percentage: _____

2. System Parameters

Residential Sewer Connections	Residential Water Connections
n/a	7,707
Non-Residential Sewer Connections	**Non-Residential Water Connections**
n/a	966
Sewer Bill per 5,000 gallons	**Water Bill per 5,000 gallons**
n/a	$60.00

Percentage of Utility Bills and Rate Increase Percentages

Year	Percentage of Utility Bills Collected	Rate Increase Percentage
2021	n/a	0%
2020	n/a	0%
2019	n/a	0%
2018	n/a	0%
2017	n/a	0%

Complete only if applying for construction projects or CDBG-I (Questions #2 and #3 do not apply to CDBG-I only applicants).

1. I am willing to accept funding that includes federal conditions. ☒ Yes ☐ No
2. Estimated grant /principal forgiveness (PF) percentage:
   ☒ 0% ☐ 25% ☐ 50% ☐ 75% ☐ 100%
3. If grant / PF funding is not available at the percentage provided above, I am willing to accept a minimal grant dollar amount of*:

*If available grant / principal forgiveness amount is below the amount listed above, project will not be funded. Note: SRF principal forgiveness typically limited to $500,000. State Reserve Program project grants typically limited to $3,000,000.

(OVER)

3. Applicant Contact Information	
Authorized Representative Name:	David Piepmeyer
Authorized Representative Title:	Chairman, Rocky Point Topsail Water and Sewer District
Mailing Address Line 1:	PO Box 995
Mailing Address Line 2:	
City:	Burgaw
State:	NC
Zip Code:	28425
Physical Address Line 1:	805 S. Walker Street
Physical Address Line 2:	
Physical Address City:	Burgaw
Physical Address State:	NC
Physical Address Zip Code:	28425
Phone Number:	910-675-8653
E-Mail Address:	dpiepmeyer@pendercounttync.gov
4. Application Preparer Contact Information	
Firm Name:	CDM Smith
Contact Name:	Jonathan Treadway
Mailing Address Line 1:	5400 Glenwood Avenue
Mailing Address Line 2:	Suite 400
City:	Raleigh
State:	NC
Zip Code:	27612
Physical Address Line 1:	
Physical Address Line 2:	
Physical Address City:	
Physical Address State:	
Physical Address Zip Code:	
Phone Number:	919-325-3507
E-Mail Address:	treadwayjb@cdmsmith.com
5. Engineer Contact Information	
Is the engineering firm different from the application preparer?	☐ Yes ☒ No
Engineering Firm Name:	
Contact Name:	
Mailing Address 1:	
Mailing Address 2:	
City:	
State:	
Zip Code:	
Physical Address Line 1:	
Physical Address Line 2:	
Physical Address City:	
Physical Address State:	
Physical Address Zip Code:	
Phone Number:	
E-Mail Address:	

6. Project Description

Number of New Connections Served by Project (if applicable):	N/A

PCU supplies water and wastewater for six Water and Sewer Districts in North Carolina. The PCU system provides water to most of Pender County with its surface water treatment plant (WTP) with a 4-mgd capacity located in the southwest quadrant of the County. The PCU water system has grown, particularly in the eastern portion of the service area near Highway 17 (Rocky Point/Topsail and Scotts Hill Districts). The eastern portion of the service area receives all of its water supply from the Pender County WTP via a booster pump station and single 12-inch diameter transmission main that extends approximately 19-miles.

With an increasing population and water demand, the water transmission system between the existing WTP and this eastern area has become limited in capacity to sufficiently meet current and future water demands. To ensure reliable water supply to the eastern service area, PCU will undergo expansion of the water supply and distribution infrastructure.

The water supply upgrades will include design and construction of the three water supply wells. The well construction will involve:

- 8-inch inner diameter (ID) wells
- Pumps with 350 gallons per minute (gpm) individual capacity;
- Chemical treatment feed and storage facilities;
- New well house buildings to house the pump and treatment systems;
- Civil site, yard piping, electrical, HVAC, and plumbing work required at each site;
- Instrumentation and controls necessary to integrate the new equipment and systems into the plant's existing computerized supervisory control and data acquisition (SCADA) system; and
- Emergency generator equipment.

The distribution system upgrades will include:

- One new 500,000 gallon capacity elevated storage tank at the EMS Well site.

7. Additional Information for Consideration

This project has received funding through ASADRA loans and grants (Project No. WIF-2006) and has approval for the Engineering Report and a Categorical Exclusion through the Division of Water Infrastructure. The project has also approved plans and specifications.

On June 2, 2022, construction bids for the project were received and opened. The apparent low bidder on the project carried a base bid amount of $10,970,000.00.

This request is for additional funding to cover the increased construction cost due to unprecedented inflation in the construction market that has occurred since the funding through Division of Water Infrastructure was originally awarded.

8. Project Budget (for Construction Projects Only)			
	Division Funding Requested	**Other Secured Funding Source(s)**	**Total Cost Amount**
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
Elevated Storage Tank (500,000 gallons)	$2,070,000	$2,700,000	$4,770,000
Water Project Wells and Pump Stations (3)	$2,700,000	$3,500,000	$6,200,000
Contingency (10% of construction costs):	$477,000	$620,000	$1,097,000
Construction Subtotal:	***$5,247,000***	***$6,820,000***	***$12,067,000***
Engineering Costs			
Engineering Design/ Construction		$870,000	$870,000
Permitting		$50,000	$50,000
Land Surveying Costs		$100,000	$100,000
Engineering Subtotal:		***$1,020,000***	***$1,020,000***
Administration Costs			
Planning			
Easement Preparation		$50,000	$50,000
Grant Administration (if applicable)			
Loan Administration (if applicable)			
ER Preparation			
Environmental Documentation Preparation		$50,000	$50,000
Legal Costs			
Other			
Administration Subtotal:		***$100,000***	***$100,000***
TOTAL PROJECT COST:	**$5,247,000**	**$7,940,000**	**$13,187,000**
A PE Seal for the estimate *must be provided* in the space to the right for the application to be considered complete.			

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this application, and the undersigned representatives of the Applicant certifies that the information in this application and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

_____ 1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;

_____ 2. the governing body agrees to provide for proper maintenance and operation of the approved project after its completion;

_____ 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;

_____ 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principal and interest on loans (if applicable) of the project;

_____ 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;

_____ 6. the project budget provided on Page 5 of this application form includes all funding requested from all sources of funding proposed for this project; and

_____ 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local government only. All others should initial "N/A.")

_____ 8. the Applicant acknowledges that all loans are subject to approval by the Local Government Commission.

_____ 9. in accordance with G.S. 120-157.1 through 157.9, for local government debt to be issued greater than $1,000,000, the local government must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission.

(OVER)

Completeness Checklist*	
*In addition to this application, **the following items must be included for a complete application package**; please initial that each item is included in this submittal.*	
	Resolution by Governing Body of Applicant with Certification by Recording Officer
	Division Financial Information
	Division Fund Transfer Certification
	Applicable Priority Rating System Form with supporting narratives and documentation
	Current Rate Sheets in effect on application deadline for both water and sewer
	PE Seal on project budget (construction projects only)

*All forms are available separately on the DWI website.

****For each application, please provide copies that are bound (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders.) No paper clips, staples or binder clasps, for each application. ****

Submittal Information

- For CDBG-I (Fall only), send one (1) original and two (2) copies of the Application.
- For all other programs, send one (1) **original hard copy** and one (1) **electronic copy** of the Application.
- If submitting for both CDBG-I and construction projects, send (1) original and (3) copies (one must be electronic) of the Application.

Send complete Application package to:

Mailing Address† (US Postal Service *only*)	**Physical Address (FedEx, UPS)‡**
Division of Water Infrastructure	Division of Water Infrastructure – 8th Floor, Archdale Building
1633 Mail Service Center	512 North Salisbury Street
Raleigh, NC 27699-1633	Raleigh, NC 27604
	919.707.9160

†Please allow a week for delivery if mailing via the US Postal Service.
‡For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Application Signature

Please note: Original signatures are required for each application.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

David Piepmeyer	,	Chairman	,	
TYPED NAME		**TYPED TITLE**		**DATE**

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	June 20, 2022
SUBJECT:	SUP 2022-30

SUMMARY:
Michael Blakely, applicant, on behalf of Corbett Industries, Inc., owner, is requesting the approval of a Special Use Permit to allow for Nonmetallic Mineral Mining & Quarrying (Sand Mining). The use is proposed within the RA, Rural Agriculture zoning district on one subject property totaling approximately 450.50 acres, with 127.70 of those acres proposed to be disturbed. The subject property is located on Black River Club Road west of US Hwy 421 in the Grady Township.

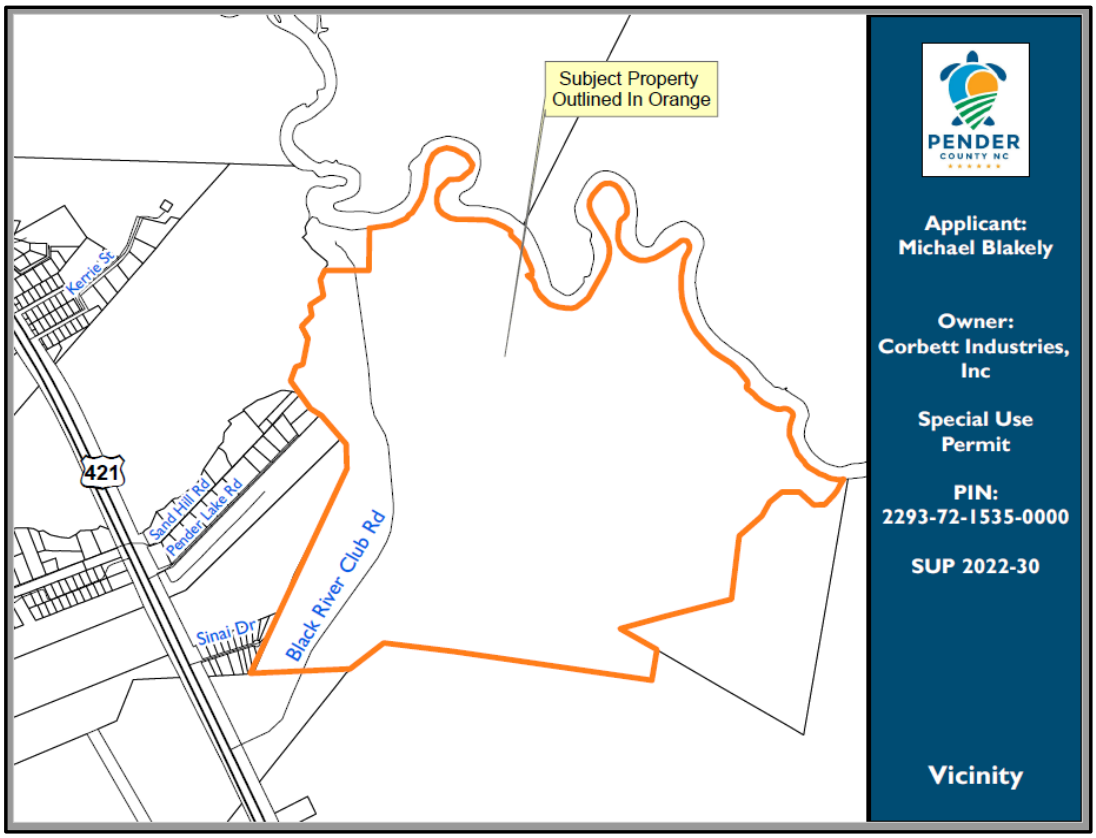
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. General SUP Provisions

STAFF REPORT FOR SUP 2022-30
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-30
Hearing Date	June 20, 2022 Board of County Commissioners
Applicant	Michael Blakely, Drafting and Design Services, Inc.
Property Owners	R. Theodore Davis III, Corbett Industries, Inc.
Parcel Identification Number	2293-72-1535-0000
Acreage	450.50 acres
Township	Grady
Zoning District	RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Medium Density Residential

SPECIAL USE PERMIT PROPOSAL
Michael Blakely, applicant, on behalf of Corbett Industries, Inc., owner, is requesting the approval of a Special Use Permit to allow Nonmetallic Mineral Mining & Quarrying (Sand Mining). The use is proposed within the RA, Rural Agricultural zoning district on one subject property totaling approximately 450.50 acres, with 127.70 of those acres proposed to be disturbed.
LOCATION
The subject property is located on Black River Club Road off of US Hwy 421 in the Grady Township.

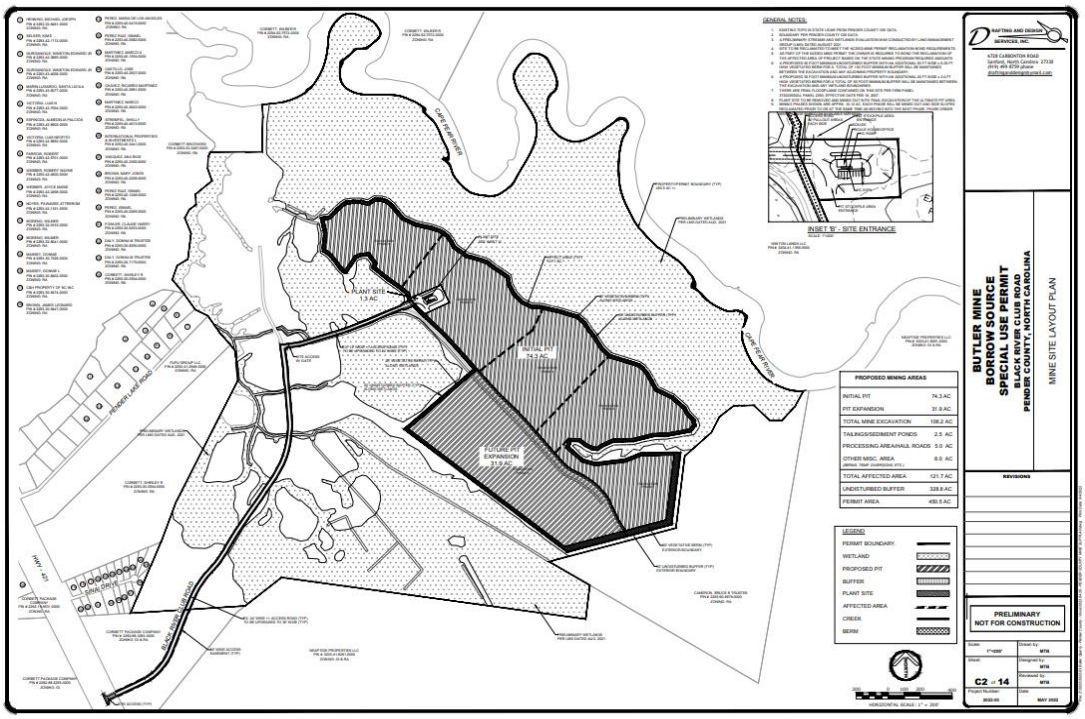


SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit to use the subject property for the operation of a sand mine intended for construction fill and asphalt/concrete production materials for off-site projects. According to the applicant's submitted narrative, the proposed use will consist of sand material excavation that will be stockpiled on site. The site will have an office/scale house for sales and on-site scales. The material from the site will be sold to the public contractors, and concrete/asphalt production facilities. The site is for material excavation only with screening of material for sizing. No blasting or heavy material processing will be required for the excavation of the sand material. The site will require electric utilities for the office/scale house and electric screens for material sizing process. Water and sewer will be private and provided by well and septic system. The proposed site will require a state Mining Permit, NPDES Permit, Air Quality Permit, and NCDOT driveway permit. These permits will regulate the operation of the borrow source mining activities with yearly inspections, monthly reporting and annual permit renewals. In addition, a concrete/asphalt entrance will be provided at the connection between Black River Club Road and Highway 421.

Subject Property
Outlined In Orange
Kerrie St
421
Sand Hill Rd
Pender Lake Rd
Sinai Dr
Black River Club Rd
PENDER
COUNTY NC
Applicant:
Michael Blakely
Owner:
Corbett Industries,
Inc
Special Use
Permit
PIN:
2293-72-1535-0000
SUP 2022-30
Aerial

Below: Applicant's Site Plan



Hours of Operation

According to the applicant, the proposed hours of operation will be from sunrise to sunset Monday through Friday, and Saturdays as needed.

Access

The site is accessed using Black River Club Road off of US HWY 421. The applicant will be required to obtain a driveway permit through NCDOT to access the property for the proposed use.

Traffic

A Traffic Impact Analysis (TIA) is not required for the proposed special use permit because it is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any road improvements will be required to be built to NCDOT specifications as mandated by that agency.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
US HWY 421	Between Black River Club Rd and Cameron Rd	7,000	43,856	0.16

[1]*Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2020***
[2]*Information for Capacity is planned capacity*

Because a Traffic Impact Analysis is not required to be completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for US HWY 421 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 421 in this area has capacity to handle the anticipated traffic volume increases associated with the proposed Special Use Permit.

Landscaping and Buffers

Developments in residential districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted. It is likely existing vegetation on-site will exceed ordinance requirements.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along all street boundaries of the Development
Type B	Along all other non-street boundaries
Type C	Along all boundaries adjacent to single family residential uses or residential lots with a parcel size of less than 1 acre and when a single family structure is within 50' of the boundary of the development

Signage

There is no proposed signage at this time. Any proposed signage shall be required to be in conformance with the standards of the Unified Development Ordinance.

Utilities

According to the applicant, the property will require power for this use as well as utilize a well and septic system. However, if this Special Use Permit is approved, all proposed well and wastewater systems are subject to review and approval by Pender County Environmental Health.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

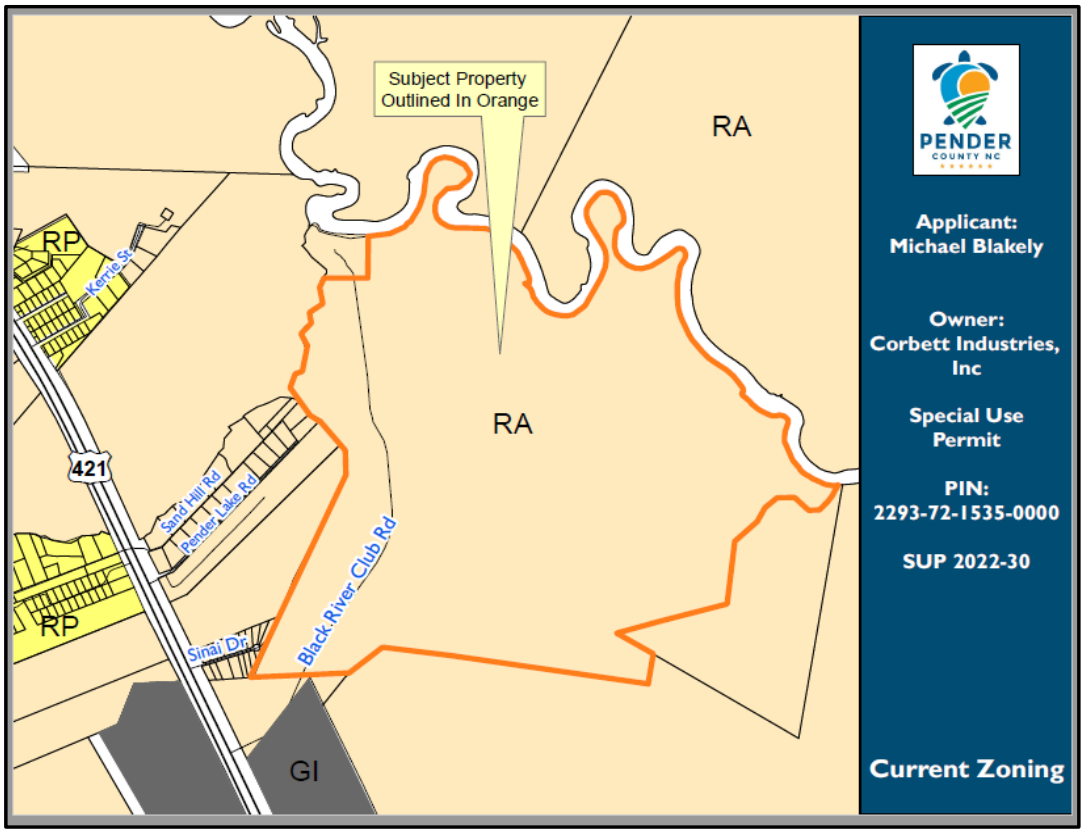
Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance.

Zoning and Existing Land Use in Area

The majority of the existing property in the surrounding area is vacant with residential development to the west and to the southwest.

Below: Zoning Map of the Are



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Undeveloped	RA, Rural Agricultural
East	Undeveloped	RA, Rural Agricultural
South	Undeveloped	RA, Residential Agricultural & GI, General Industrial
West	Residential & Undeveloped	RA, Residential Agricultural

Unified Development Ordinance Compliance

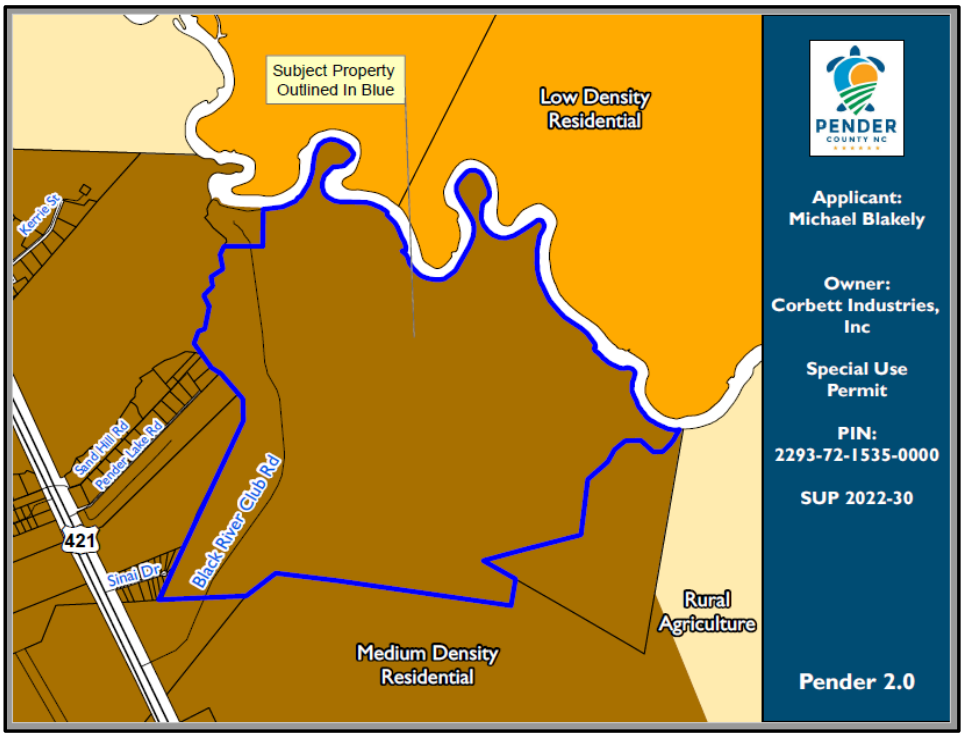
The subject property is zoned RA, Rural Agricultural zoning district. The Rural Agricultural District is intended to accommodate non-residential agricultural uses and very low density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations. Development in this District should rely predominantly on individual wells and septic tank systems for domestic water supply and sewage disposal. According to Section 5.2.3 of the Pender County Unified Development Ordinance, Nonmetallic Mineral Mining & Quarrying is permitted in this zoning district via Special Use Permit.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	**S**								S	

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The subject property is classified as Medium Density Residential in the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. Pender 2.0 provides that medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged. Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.



The proposed use is inconsistent with the Pender 2.0 Future Land Use Plan Map as industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate within the Medium Density Residential future land use category.

The proposed project is also inconsistent with the following two policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.N**: Industrial Uses and Business Development: The County supports the recruitment and siting of compatible industrial, heavy commercial, and large-scale employment establishments in areas that are consistent with County's future land use map. Compatible heavy commercial and employment center uses are also appropriate within the Regional Mixed Use future land use category.
>
> **Policy 5.1.EE:** Rural Land Use Patterns: The County supports the rural residential and agricultural land use patterns as they currently exist throughout much of the County and as depicted on the future land use map.

Though the proposal is inconsistent with the Future Land Use Plan Map and the policies above, the proposed project was found to be consistent with the following two policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.
>
> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

Authentisign ID: 9ACD2E7E-C86A-4756-B9C1-E98AA62223D4

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. NA **Pre-submittal Meeting**
   Date of Meeting _____
2. X **Signed Application**
3. X **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. X **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. X **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. X **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. X **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. X **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

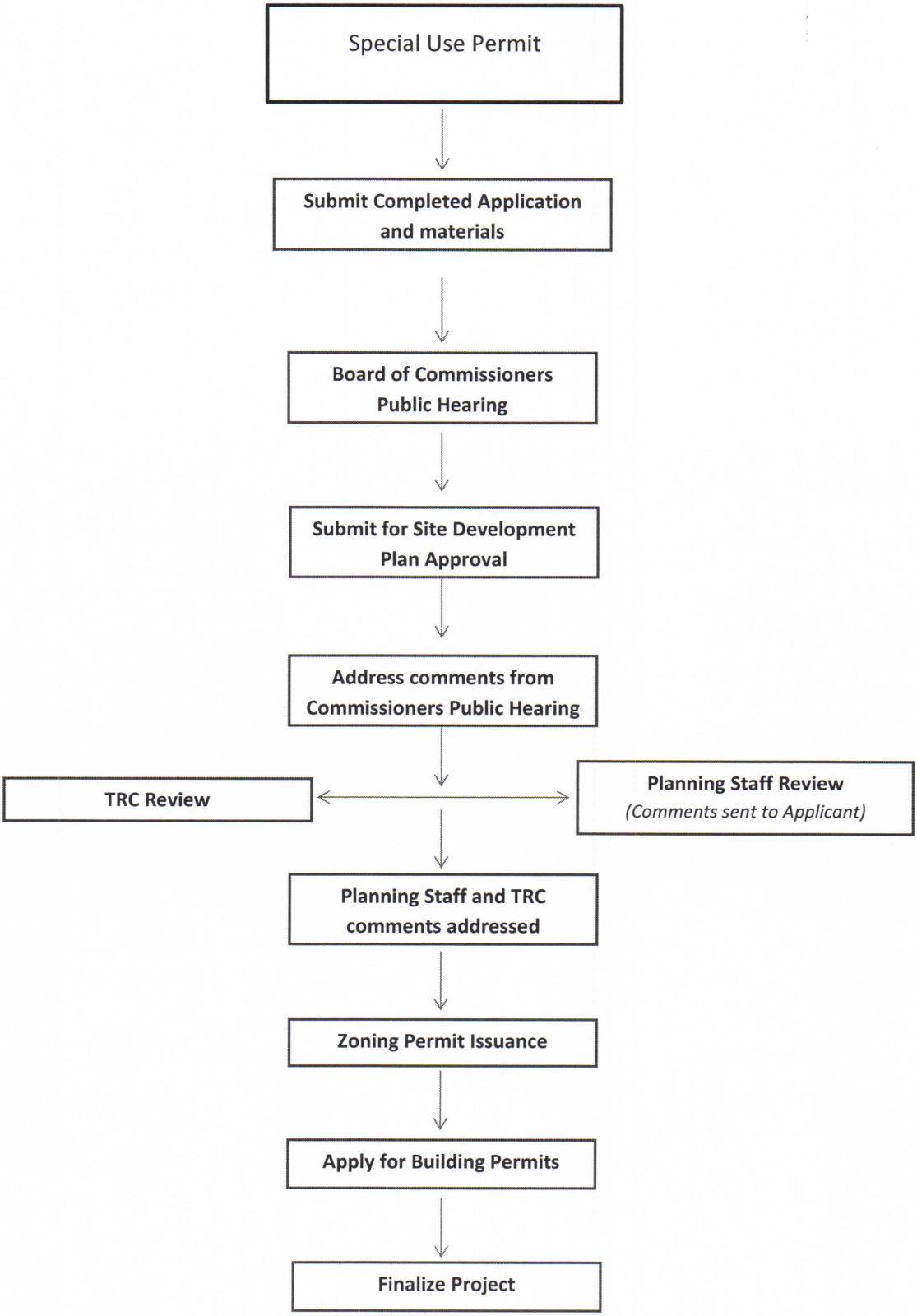
I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date 5/4/2022

Printed Name Drafting and Design Services, Inc - Michael Blakley

Staff Initials: _____
Date: _____

Authentisign ID: 9ACD2E7E-C86A-4756-B9C1-E98AA62223D4



		Agenda Deadline	Meeting Date
BOCC	January	12.6.19	1.21.20
	February	1.3.20	2.18.20
	March	2.7.20	3.16.20
	April	3.6.20	4.20.20
	May	4.3.20	5.18.20
	June	5.1.20	6.15.20
	July	6.5.20	7.6.20
	August	6.26.20	8.17.20
	September	8.7.20	9.21.20
	October	8.28.20	10.19.20
	November	10.2.20	11.16.20
	December	11.6.20	12.7.20

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

Authentisign ID: 9ACD2E7E-C86A-4756-B9C1-E98AA62223D4

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SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Invoice Number**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Drafting and Design Services, Inc. - Michael Blakley	**Owner's Name:**	Corbett Industries, Inc. - R. Theodore Davis, III
Applicant's Address:	6728 Carbonton Road	**Owner's Address:**	P.O. Draw 210
City, State, & Zip	Sanford, NC 27330	**City, State, & Zip**	Willmington, NC 28401
Phone Number:	(919) 499-8759	**Phone Number:**	
Email Address:	draftinganddesign@ymail.com	**Email Address:**	
Legal relationship of applicant to landowner:	Consultant		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2293-72-1535-0000	**Total property acreage:**	450.5 ac
Zoning Classification:	RA - Residential Agriculture	**Acreage to be disturbed:**	121.7 ac
Water Provider:	NA	**Wastewater Provider:**	NA
Project Address:	Black River Club Road	**NAICS Code:**	212321
Description of Project Location:	The project is located on Black River Club Road (private dirt) off of High 421		
Describe activities to be undertaken on project site:	The is being developed as a borrow sources for sand and fill material excavation		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	5/4/2022
Applicant's Printed Name:	Drafting and Design Services, Inc. - Michael Blakley	**Date:**	5/4/2022
Owner's Signature	Authentisign 5/4/2022 2:18:55 PM EDT	**Date:**	05/04/2022
Owner's Printed Name:	Corbett Industries, Inc. - R. Theodore Davis, III	**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only						
☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**					**Total Fee Calculation: $** **Application#:** **Date of Hearing:**	
Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N
Payment Method:	**Cash :** ☐ **$**_____		**Credit Card:** ☐ Master Card ☐ Visa		**Check:** ☐ Check # _____	
Application received by:					Date:	
Application completeness approved by:					Date:	

DRAFTING AND DESIGN SERVICES, INC.
6728 Carbonton Road
Sanford, NC 27330
(919) 499-8759

Special Use Permit Narrative
Butler Mine – Borrow Source

The proposed Special Use request is for a Borrow Source Sand Mine for construction fill and asphalt/concrete production materials for off-site projects. The project is located on Black River Club Road off of Highway 421 in Grady Township, Pender County. The property is identified as Pin # 2293-72-1535-0000 per Pender County GIS. The proposed borrow source will be accessed by Black River Club Road (Private Gravel). A concrete/asphalt entrance will be provided at the connection between Black River Club Road and Highway 421. Black River Club Road will be widened and graveled to handle truck traffic from the site.

The proposed use will consist of sand material excavation that will be stockpiled on site. The site will have an office/scale house for sales and on-site scales. The material from the site will be sold to the public contractors, and concrete/asphalt production facilities. The site is for material excavation only with screening of material for sizing. No blasting or heavy material processing will be required for the excavation of the sand material.

The site will require electric utilities for the office/scale house and electric screens for material sizing process. Water and sewer will be private and provided by well and septic system.

The proposed site will require a state Mining Permit, NPDES Permit, Air Quality Permit, and NCDOT driveway permit. These permits will regulate the operation of the borrow source mining activities with yearly inspections, monthly reporting and annual permit renewals.

Findings of Fact

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district.

   This use is allowed under the parcels current zoning district RA per the UDO Table of Uses Sector 21 – Mining, Quarrying, Oil and Gas Extraction, as a special use permit request.

2) The requested use will not impair the integrity or character of surrounding or adjoining districts, nor adversely affect the safety, heath, morals, or welfare of the community or of the immediate neighbors of the property.

   The borrow source request will not impair the integrity or character of surrounding districts, nor adversely affect the safety, heath, morals, or welfare of the community or of the immediate neighbors of the property by use of large buffers between the proposed use on site and the parcel boundary.

   The proposed use will develop 121 ac +/- of the 450.5 ac parcel that is buffered on the on the west side of the property by minimum 1,200 ft of Timberland and Wetlands. Which is currently the closest single family parcels. The site is buffered on the east by a 50 ft undisturbed buffer and a

50 ft wide vegetative berm for a total of 100 ft buffer between the proposed pit and the property boundary. The adjacent parcel to the east is currently Timberland. The site is buffered on the North by a minimum 440 ft buffer of Timberland and Wetland and the Cape Fear River. The site is buffered to the south by a minimum 630 ft of Timberland and Wetlands. The adjacent parcel to the south is currently managed Timberland. The pit area will be surrounded by a min 2 ft high berm x 20 ft wide at the base along all the internal wetland areas.

3) The proposed use shall not constitute a nuisance or hazard.

   The proposed use will not constitute a nuisance or hazard. To ensure protection of community and adjacent landowners the site is being developed with large buffers and operating hours that are from sunrise to sunset, Monday through Friday and Saturdays as needed. The traffic from the site will all be on Black River Club Road and then on to the four lane Highway 421.

4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners.

   The requested use will not be in conformity with the Pender County Land Use Plan (PCLUP) that designates the parcel as Medium Density Residential. However, the property is currently zoned RA district which is not in conformity with the PCLUP. The proposed use is however, in conformity with the current zoning which per the Table of Uses will require a special use permit to apply additional conditions to the site to ensure no impact on the community.

5) Adequate utilities, access roads, Drainage, Sanitation or other necessary facilities have been or being provided.

   The site will only require electricity for the office/scale house and screening plant. The site access road will be upgraded to provide two way traffic within the site and to ensure all weather access to the site. The access will be directly onto Highway 421 (4 lane). All drainage will be controlled on-site with ditches and internally within the borrow pit. Sanitation will be taken care of with an on-site dumpster.

6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in public roads.

   The existing access onto Highway 421 provides full access to the north and south bound lanes with an existing cross-through. A driveway permit will be submitted if required by NCDOT at which any improvements to Highway 421 will be a requirement of the driveway permit.

7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, and.

   The proposed use is an allowed use per Sector 21 of the Table of Uses with a special use permit. The requirements of the sector is detailed in 5.3.4 A which states the site must meet the requirements set forth in GS 74 North Carolina Mining Act. These requirements must also be met to qualify for a State Mining Permit.

8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot sufficient size to satisfy the space requirements of said use.

   The proposed use will not affect surrounding uses as the site will provide extensive buffers to the North, South, West, and additional screening on the East where the proposed borrow source pit extends close the property boundary. The proposed use will develop 121 ac +/- of the total 450.5 ac +/-. The property sizing is more than adequate for the proposed use and will provide more buffers than is required as part of the State Mining Permit regulations that are detailed in the North Carolina Mining Act.

BULTER MINE

BORROW SOURCE
SPECIAL USE PERMIT

PIN#: 2293-72-1535-0000
BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

SITE DATA TABLE

OWNER: MURDOCK, LLC.
307 BUCKINGHAM DRIVE
MEBANE, NC 27302

PIN: PORTION OF 0454-83-2179
ALL OF 0454-80-5682

PARCEL ID: 99657
99655

PORTION OF DEED BOOK: 7923
PAGE #: 0112

TOTAL PARCEL AREA: 33.69 AC +/-

EXISTING ZONING: AGRICULTURE 1 (A1)

PROPOSED ZONING: AGRICULTURE 1 CONDITIONAL USE (A1-CZ)

CONDITIONAL ZONING AREA: 33.69 AC +/-

PROPOSED USE: BORROW PIT (SAND & GRAVEL)

PARKING CALCULATIONS

REQUIRED:

1SPACE/PER EMPLOYEE X 10 EMPLOYEES: 10 SPACES

PROPOSED:

10 SPACES (INCLD H.C.)

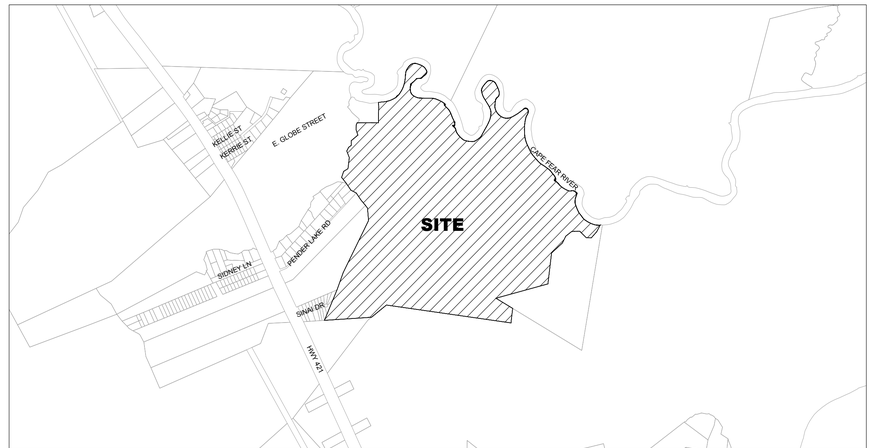
STREETSCAPE CALCULATIONS

REQUIRED:

1 TREE PER 50 FT FRONTAGE X 863 FT = 18 TREES

PROPOSED:

18 TREES



LOCATION MAP
SCALE: NTS

NORTH

SHEET INDEX

C1	COVER
C2	MINE SITE LAYOUT PLAN
C3	MINE PLAN
C4	ACCESS ROAD 01 - PLAN/PROFILE STA:0+00 - 14+00
C5	ACCESS ROAD 01 - PLAN/PROFILE STA:14+00 - 27+50
C6	ACCESS ROAD 01 - PLAN/PROFILE STA:27+50 - 40+14
C7	ACCESS ROAD 02 - PLAN/PROFILE STA:100+00 - 114+00
C8-C14	CONSTRUCTION DETAILS

MAY 2022

PROVIDED FOR:

LANDSDOWN CORPORATION
7406 CONCORD HIGHWAY
MONROE, NC 28110-6001
CONTACT: VINCENZO LABARBERA
PHONE: (704)753-5400

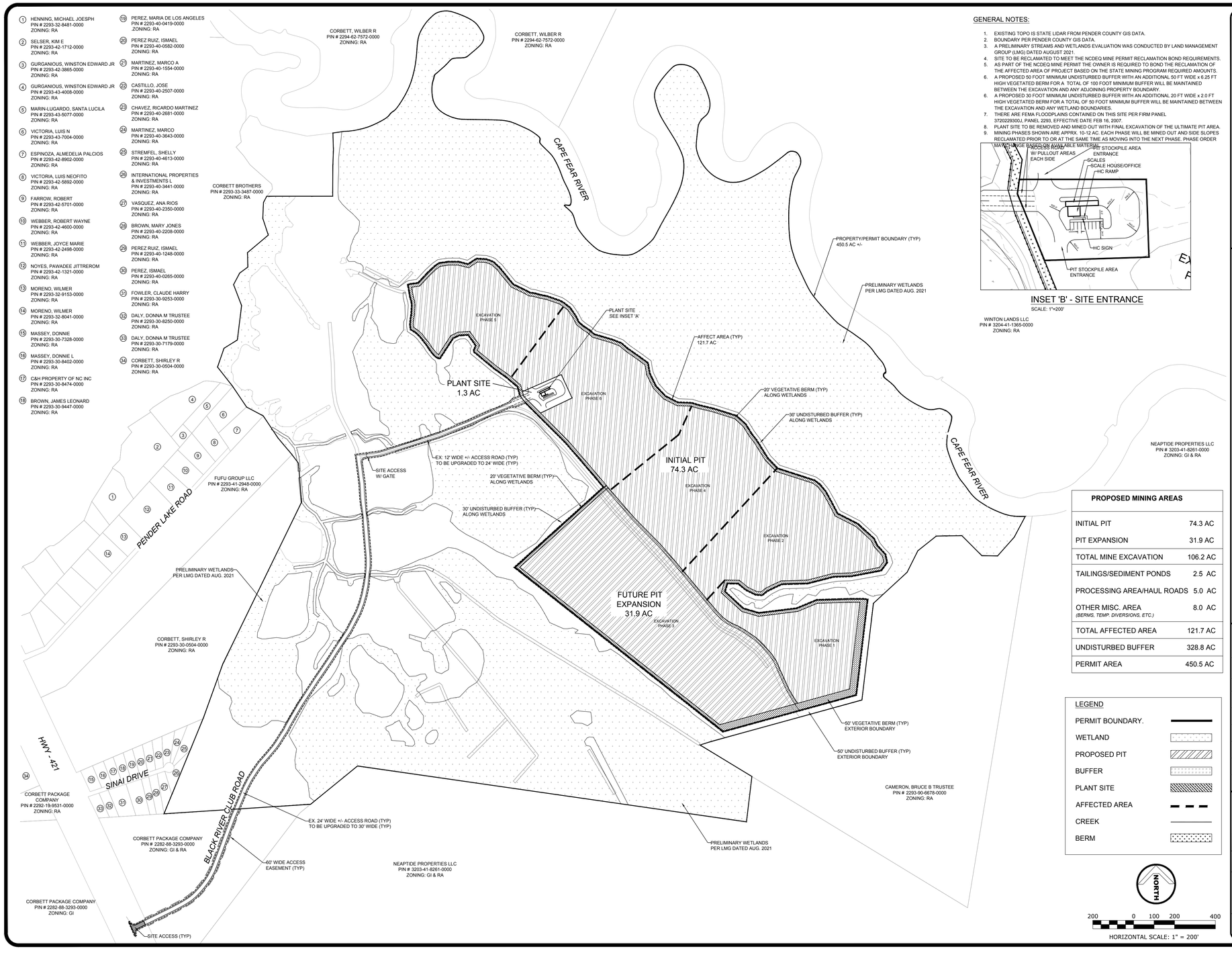
PLANS BY:

DRAFTING AND DESIGN SERVICES, INC.

6728 CARBONTON ROAD
Sanford, North Carolina 27330
(919) 499-8759 phone
draftinganddesign@ymail.com

AGENCY REVIEW
NOT FOR CONSTRUCTION

project no. 2022-03



GENERAL NOTES:

1. EXISTING TOPO IS STATE LIDAR FROM PENDER COUNTY GIS DATA.
2. BOUNDARY PER PENDER COUNTY GIS DATA.
3. A PRELIMINARY STREAMS AND WETLANDS EVALUATION WAS CONDUCTED BY LAND MANAGEMENT GROUP (LMG) DATED AUGUST 2021.
4. SITE TO BE RECLAMATED TO MEET THE NCDEQ MINE PERMIT RECLAMATION BOND REQUIREMENTS.
5. AS PART OF THE NCDEQ MINE PERMIT THE OWNER IS REQUIRED TO BOND THE RECLAMATION OF THE AFFECTED AREA OF PROJECT BASED ON THE STATE MINING PROGRAM REQUIRED AMOUNTS.
6. A PROPOSED 50 FOOT MINIMUM UNDISTURBED BUFFER WITH AN ADDITIONAL 50 FT WIDE x 6.25 FT HIGH VEGETATED BERM FOR A TOTAL OF 100 FOOT MINIMUM BUFFER WILL BE MAINTAINED BETWEEN THE EXCAVATION AND ANY ADJOINING PROPERTY BOUNDARY.
6. A PROPOSED 30 FOOT MINIMUM UNDISTURBED BUFFER WITH AN ADDITIONAL 20 FT WIDE x 2.0 FT HIGH VEGETATED BERM FOR A TOTAL OF 50 FOOT MINIMUM BUFFER WILL BE MAINTAINED BETWEEN THE EXCAVATION AND ANY WETLAND BOUNDARIES.
7. THERE ARE FEMA FLOODPLAINS CONTAINED ON THIS SITE PER FIRM PANEL 3720229300J, PANEL 2293, EFFECTIVE DATE FEB 16, 2007.
8. PLANT SITE TO BE REMOVED AND MINED OUT WITH FINAL EXCAVATION OF THE ULTIMATE PIT AREA.
9. MINING PHASES SHOWN ARE APPRX. 10-12 AC. EACH PHASE WILL BE MINED OUT AND SIDE SLOPES RECLAMATED PRIOR TO OR AT THE SAME TIME AS MOVING INTO THE NEXT PHASE. PHASE ORDER MAY CHANGE BASED ON AVAILABLE MATERIAL.

INSET 'B' - SITE ENTRANCE

SCALE: 1"=200'

WINTON LANDS LLC
PIN # 3204-41-1365-0000
ZONING: RA

PROPOSED MINING AREAS	
INITIAL PIT	74.3 AC
PIT EXPANSION	31.9 AC
TOTAL MINE EXCAVATION	106.2 AC
TAILINGS/SEDIMENT PONDS	2.5 AC
PROCESSING AREA/HAUL ROADS	5.0 AC
OTHER MISC. AREA *(BERMS, TEMP. DIVERSIONS, ETC.)*	8.0 AC
TOTAL AFFECTED AREA	121.7 AC
UNDISTURBED BUFFER	328.8 AC
PERMIT AREA	450.5 AC

LEGEND

- PERMIT BOUNDARY.
- WETLAND
- PROPOSED PIT
- BUFFER
- PLANT SITE
- AFFECTED AREA
- CREEK
- BERM

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BUTLER MINE
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BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

MINE SITE LAYOUT PLAN

REVISIONS

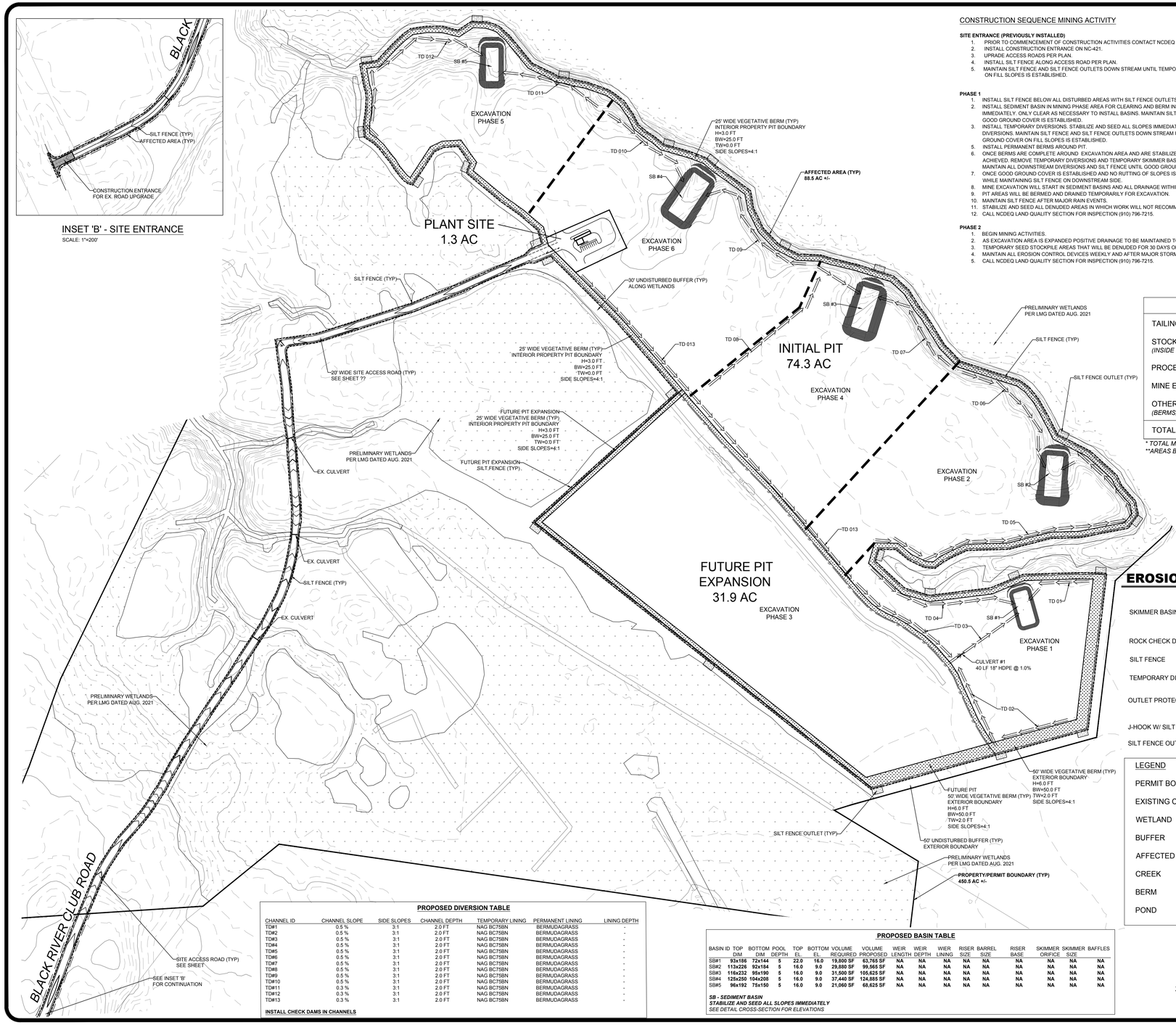
PRELIMINARY
NOT FOR CONSTRUCTION

Scale: 1"=200'	Drawn by: MTB
Sheet: C2 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

File: Z:\2022\2022-03 Butler Quarry - Pender County - Vince\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022

INSET 'B' - SITE ENTRANCE

SCALE: 1"=200'



CONSTRUCTION SEQUENCE MINING ACTIVITY

SITE ENTRANCE (PREVIOUSLY INSTALLED)

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES CONTACT NCDEQ LAND QUALITY SECTION (910) 796-7215.
2. INSTALL CONSTRUCTION ENTRANCE ON NC-421.
3. UPRADE ACCESS ROADS PER PLAN.
4. INSTALL SILT FENCE ALONG ACCESS ROAD PER PLAN.
5. MAINTAIN SILT FENCE AND SILT FENCE OUTLETS DOWN STREAM UNTIL TEMPORARY/PERMANENT LINING, AND GOOD GROUND COVER ON FILL SLOPES IS ESTABLISHED.

PHASE 1

1. INSTALL SILT FENCE BELOW ALL DISTURBED AREAS WITH SILT FENCE OUTLETS PER PLAN.
2. INSTALL SEDIMENT BASIN IN MINING PHASE AREA FOR CLEARING AND BERM INSTALLATION. STABILIZE AND SEED ALL SLOPES IMMEDIATELY. ONLY CLEAR AS NECESSARY TO INSTALL BASINS. MAINTAIN SILT FENCE AND SILT FENCE OUTLETS DOWN STREAM UNTIL GOOD GROUND COVER IS ESTABLISHED.
3. INSTALL TEMPORARY DIVERSIONS. STABILIZE AND SEED ALL SLOPES IMMEDIATELY. ONLY CLEAR AS NECESSARY TO INSTALL DIVERSIONS. MAINTAIN SILT FENCE AND SILT FENCE OUTLETS DOWN STREAM UNTIL TEMPORARY/PERMANENT LINING, AND GOOD GROUND COVER ON FILL SLOPES IS ESTABLISHED.
5. INSTALL PERMANENT BERMS AROUND PIT.
6. ONCE BERMS ARE COMPLETE AROUND EXCAVATION AREA AND ARE STABILIZED AND SEEDED. MAINTAIN SILT FENCE UNTIL THIS ACHIEVED. REMOVE TEMPORARY DIVERSIONS AND TEMPORARY SKIMMER BASINS ONCE POSITIVE DRAINAGE IS ACHIEVED TO THE PIT. MAINTAIN ALL DOWNSTREAM DIVERSIONS AND SILT FENCE UNTIL GOOD GROUND COVER IS ESTABLISHED.
7. ONCE GOOD GROUND COVER IS ESTABLISHED AND NO RUTTING OF SLOPES IS OCCURRING REMOVE ALL EROSION CONTROL MEASURES WHILE MAINTAINING SILT FENCE ON DOWNSTREAM SIDE.
8. MINE EXCAVATION WILL START IN SEDIMENT BASINS AND ALL DRAINAGE WITHIN PIT LIMITS SHALL BE DIRECTED IN TO THE PIT. 3
9. PIT AREAS WILL BE BERMED AND DRAINED TEMPORARILY FOR EXCAVATION.
10. MAINTAIN SILT FENCE AFTER MAJOR RAIN EVENTS.
11. STABILIZE AND SEED ALL DENUDED AREAS IN WHICH WORK WILL NOT RECOMMENCE WITHIN 7 WORKING DAYS OR 14 CALENDAR DAYS.
12. CALL NCDEQ LAND QUALITY SECTION FOR INSPECTION (910) 796-7215.

PHASE 2

1. BEGIN MINING ACTIVITIES.
2. AS EXCAVATION AREA IS EXPANDED POSITIVE DRAINAGE TO BE MAINTAINED TO EXCAVATION PIT.
3. TEMPORARY SEED STOCKPILE AREAS THAT WILL BE DENUDED FOR 30 DAYS OR MORE.
4. MAINTAIN ALL EROSION CONTROL DEVICES WEEKLY AND AFTER MAJOR STORM EVENTS.
5. CALL NCDEQ LAND QUALITY SECTION FOR INSPECTION (910) 796-7215.

DISTURBED AREAS	
TAILINGS/SEDIMENT PONDS	2.5 AC
STOCKPILES *(INSIDE MINE EXCAVATION)*	3.0 AC**
PROCESSING AREA/HAUL ROADS	5.0 AC
MINE EXCAVATION	106.2 AC*
OTHER MISC EXCAVATION *(BERMS, DIVERSIONS, ETC.)*	8.0 AC
TOTAL AFFECTED AREA	121.7 AC

** TOTAL MINE EXCAVTION AREA =36.0 AC*
***AREAS BONDED AS HIGHER BOND AMOUNT*

INTERNAL DRAINAGE = 110.5 AC
EXTERNAL DRAINAGE= 11.2 AC

EROSION CONTROL LEGEND

SKIMMER BASIN (TOP OF BERM, SKIMMER, BAFFLES, SPILLWAY)
ROCK CHECK DAMS
SILT FENCE — SF —
TEMPORARY DIVERSION DITCH
OUTLET PROTECTION
J-HOOK W/ SILT FENCE OUTLET
SILT FENCE OUTLET

LEGEND

PERMIT BOUNDARY
EXISTING CONTOUR
WETLAND
BUFFER
AFFECTED AREA
CREEK
BERM
POND

NORTH

200 0 100 200 400
HORIZONTAL SCALE: 1" = 200'

PROPOSED DIVERSION TABLE

CHANNEL ID	CHANNEL SLOPE	SIDE SLOPES	CHANNEL DEPTH	TEMPORARY LINING	PERMANENT LINING	LINING DEPTH
TD#1	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#2	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#3	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#4	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#5	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#6	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#7	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#8	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#9	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#10	0.5 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#11	0.3 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#12	0.3 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-
TD#13	0.3 %	3:1	2.0 FT	NAG BC75BN	BERMUDAGRASS	-

INSTALL CHECK DAMS IN CHANNELS

PROPOSED BASIN TABLE

BASIN ID	TOP DIM	BOTTOM DIM	POOL DEPTH	TOP EL	BOTTOM EL	VOLUME REQUIRED	VOLUME PROPOSED	WEIR LENGTH	WEIR DEPTH	WIER LINING	RISER SIZE	BARREL SIZE	RISER BASE	SKIMMER ORIFICE	SKIMMER SIZE	BAFFLES
SB#1	93x186	72x144	5	22.0	16.0	19,800 SF	63,765 SF	NA	NA	NA	NA	NA	NA	NA	NA	NA
SB#2	113x226	92x184	5	16.0	9.0	29,580 SF	99,565 SF	NA	NA	NA	NA	NA	NA	NA	NA	NA
SB#3	116x232	95x190	5	16.0	9.0	31,500 SF	105,625 SF	NA	NA	NA	NA	NA	NA	NA	NA	NA
SB#4	125x250	104x208	5	16.0	9.0	37,440 SF	124,885 SF	NA	NA	NA	NA	NA	NA	NA	NA	NA
SB#5	96x192	75x150	5	16.0	9.0	21,060 SF	68,625 SF	NA	NA	NA	NA	NA	NA	NA	NA	NA

SB - SEDIMENT BASIN
STABILIZE AND SEED ALL SLOPES IMMEDIATELY
SEE DETAIL CROSS-SECTION FOR ELEVATIONS

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PENDER COUNTY, NORTH CAROLINA

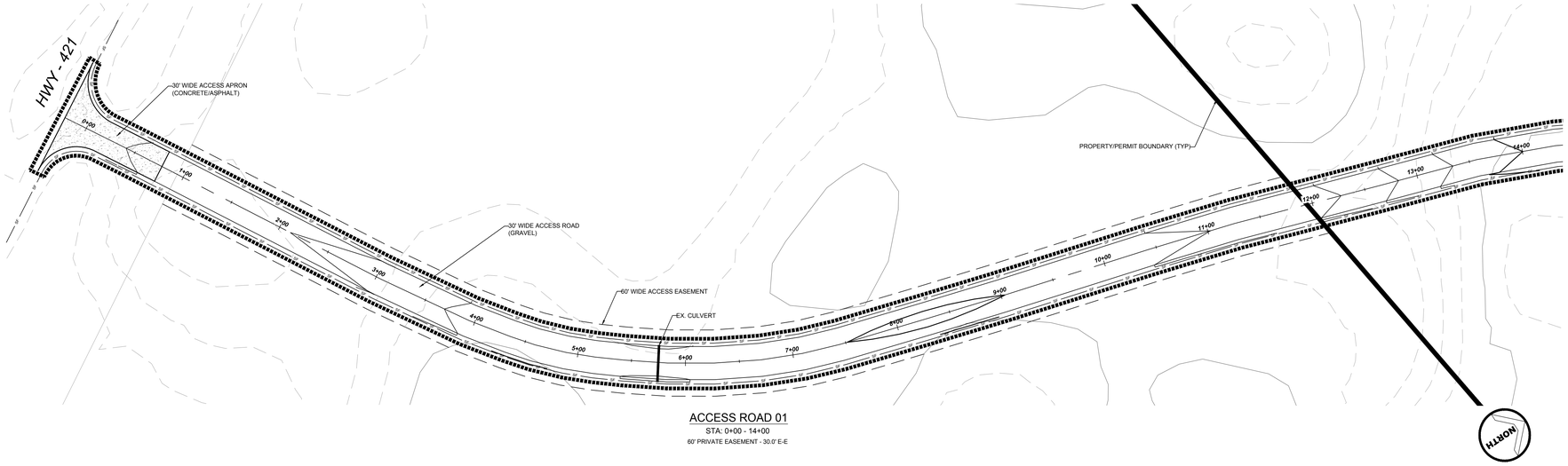
MINE PLAN

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: 1"=200'	Drawn by: MTB
Sheet: C3 of 14	Designed by: MTB
Project Number: 2022-03	Reviewed by: MTB
	Date: MAY 2022

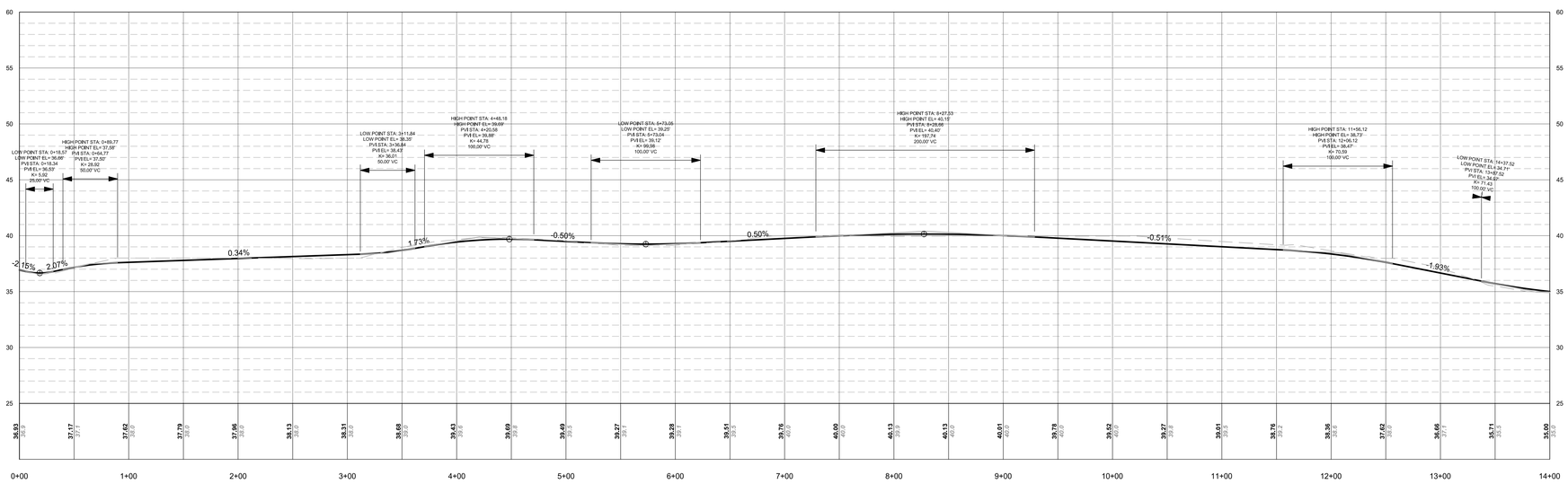
File: Z:\2022\2022-03 Butler Quarry - Pender County - Vince\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022

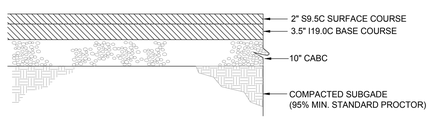


ACCESS ROAD 01

STA: 0+00 - 14+00

60' PRIVATE EASEMENT - 30.0' E-E

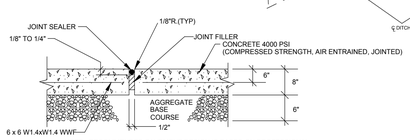




NOTE: RECOMMENDED PAVEMENT DESIGN IS BASED ON PROFESSIONAL JUDGMENT FROM PREVIOUS WORK. THE DESIGN SHALL BE VERIFIED BY THE OWNER'S GEOTECHNICAL CONSULTANT.

ASPHALT PAVEMENT

NTS



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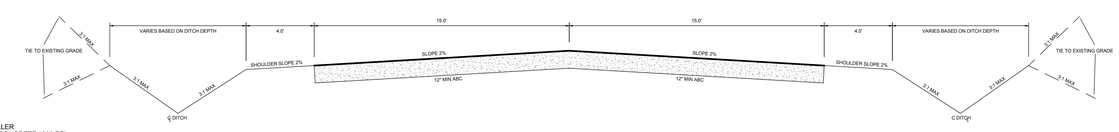
CONCRETE PAVEMENT

NTS



SITE ACCESS ROAD 01 TYPICAL SECTION

NTS

VERTICAL SCALE: 1" = 6'

HORIZONTAL SCALE: 1" = 60'

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ACCESS ROAD 01 - PLAN/PROFILE
STA:0+00 - 14+00

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: SEE SCALE BAR	Drawn by: MTB
Sheet: C4 of 14	Designed by: MTB
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Project Number: 2022-03	Date: MAY 2022

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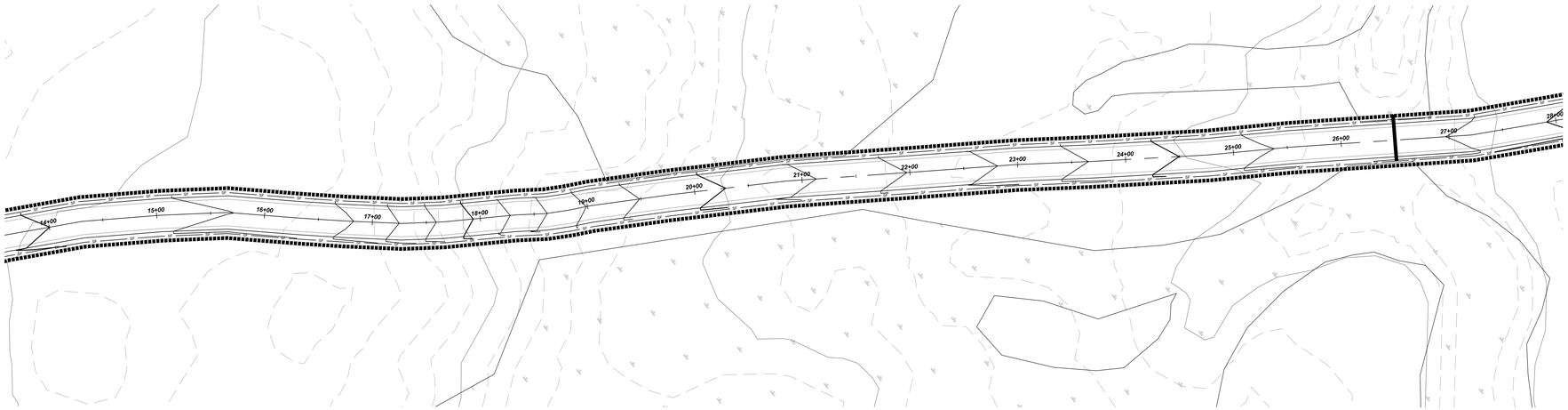
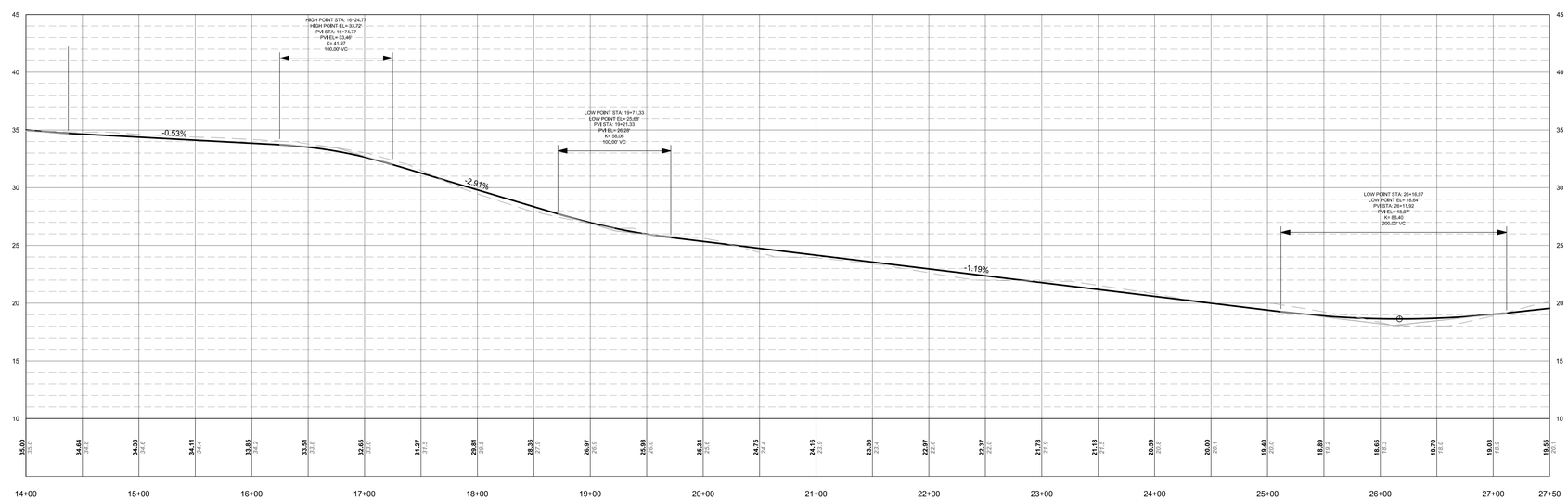
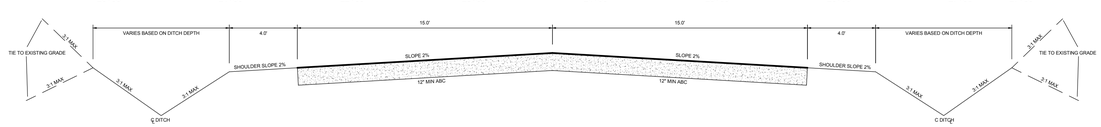


ROAD 01

STA: 10+00 - 25+23

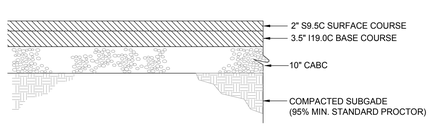
30' PRIVATE EASEMENT - 12.0 E-E





SITE ACCESS ROAD 01 TYPICAL SECTION

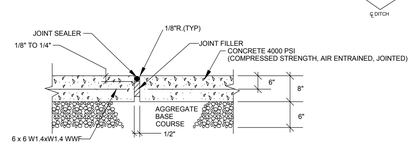
NTS



NOTE: RECOMMENDED PAVEMENT DESIGN IS BASED ON PROFESSIONAL JUDGMENT FROM PREVIOUS WORK. THE DESIGN SHALL BE VERIFIED BY THE OWNER'S GEOTECHNICAL CONSULTANT.

ASPHALT PAVEMENT

NTS



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CONCRETE PAVEMENT

NTS

VERTICAL SCALE: 1" = 6'

HORIZONTAL SCALE: 1" = 60'

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BUTLER MINE
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PENDER COUNTY, NORTH CAROLINA

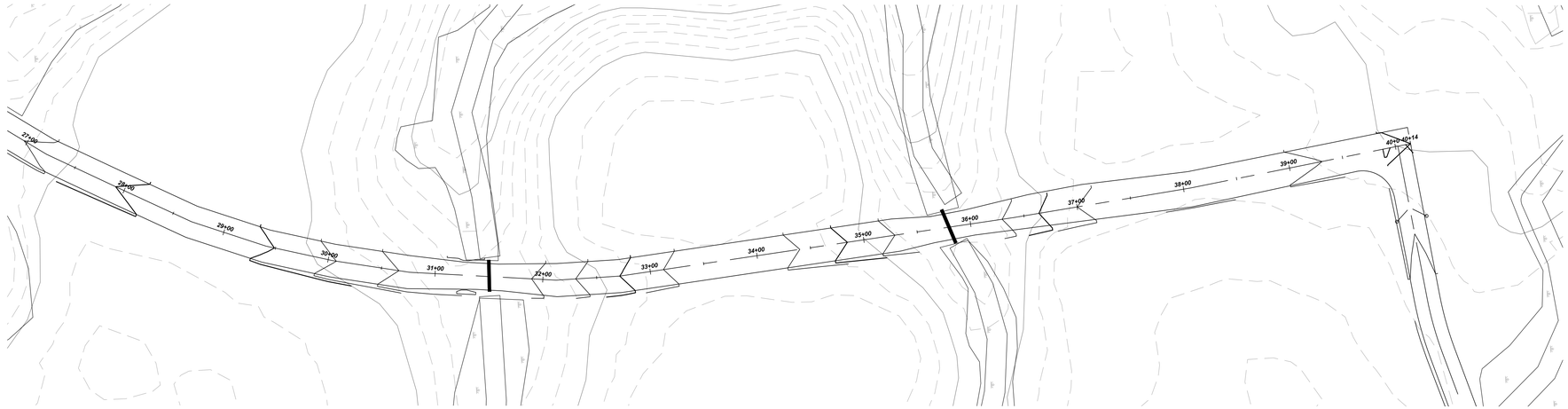
ACCESS ROAD 01 - PLAN/PROFILE
STA:14+00 - 27+50

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

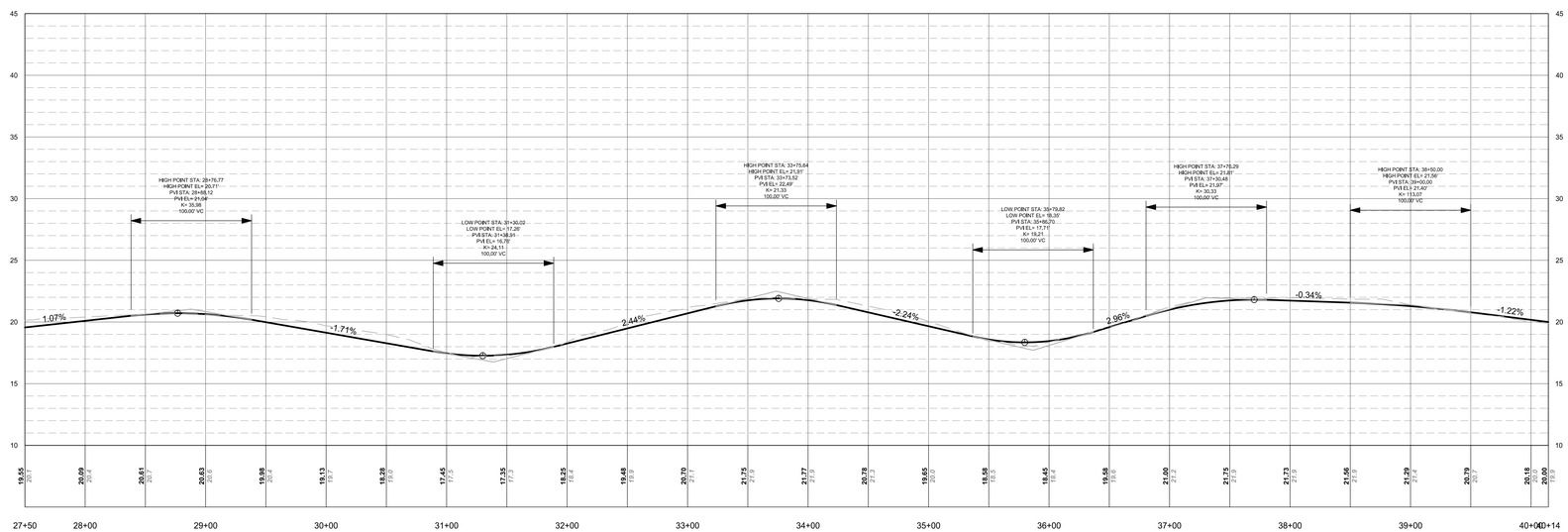
Scale: SEE SCALE BAR	Drawn by: MTB
Sheet: C5 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

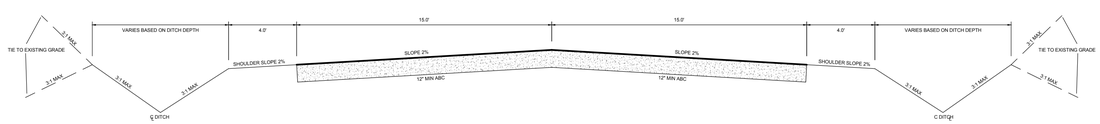
File: Z:\2022\2022-03 Butler Quarry - Pender County - Vincent\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022



ROAD 01
STA: 10+00 - 25+23
30' PRIVATE EASEMENT - 12.0 E-E

NORTH



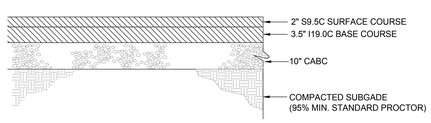


SITE ACCESS ROAD 01 TYPICAL SECTION

NTS

VERTICAL SCALE: 1" = 6'

HORIZONTAL SCALE: 1" = 60'



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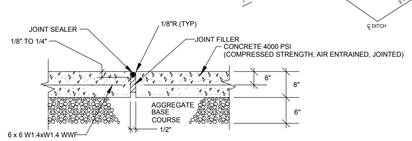
ASPHALT PAVEMENT

NTS



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CONCRETE PAVEMENT

NTS

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BUTLER MINE
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ACCESS ROAD 01 - PLAN/PROFILE
STA:27+50 - 40+14

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: SEE SCALE BAR	Drawn by: MTB
Sheet: C6 of 14	Designed by: MTB
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Project Number: 2022-03	Date: MAY 2022

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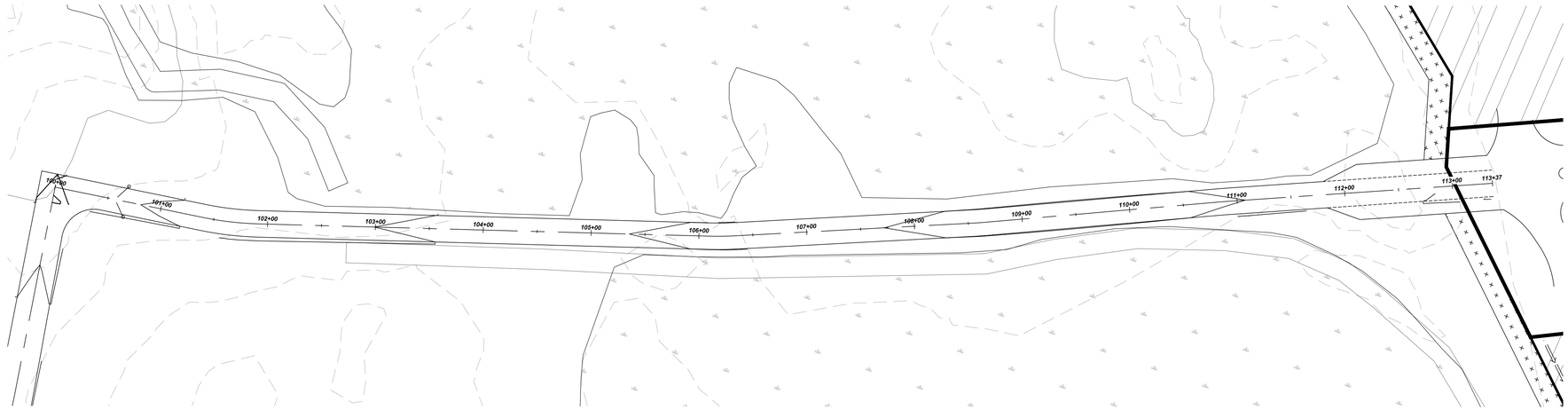
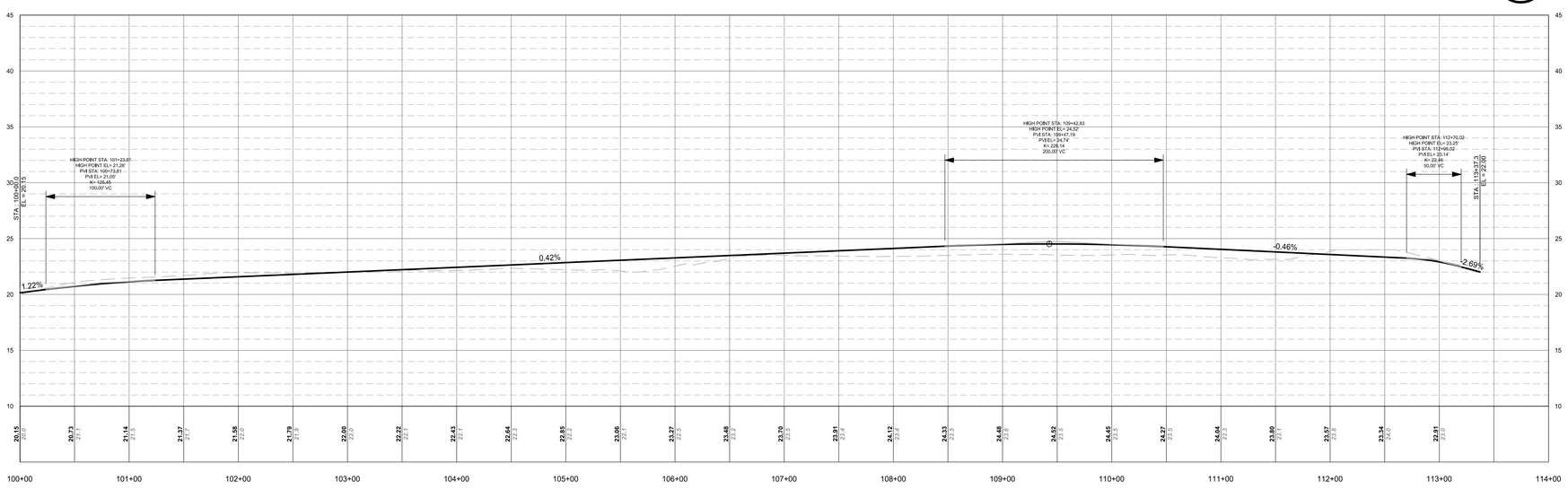
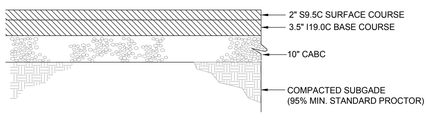


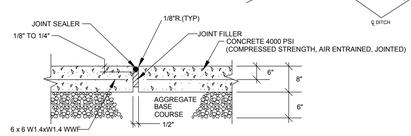
ROAD 02
STA: 100+00 - 114+00
60' PRIVATE EASEMENT - 24.0 E-E





NOTE: RECOMMENDED PAVEMENT DESIGN IS BASED ON PROFESSIONAL JUDGMENT FROM PREVIOUS WORK. THE DESIGN SHALL BE VERIFIED BY THE OWNER'S GEOTECHNICAL CONSULTANT.

ASPHALT PAVEMENT
NTS



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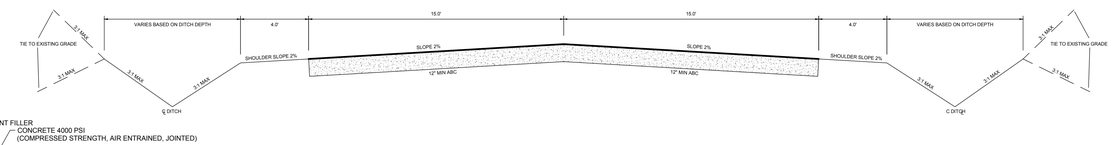
CONCRETE PAVEMENT
NTS



SITE ACCESS ROAD TYPICAL SECTION
NTS

VERTICAL SCALE: 1" = 6'

HORIZONTAL SCALE: 1" = 60'

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ACCESS ROAD 02 - PLAN/PROFILE
STA:100+00 - 114+00

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: SEE SCALE BAR	Drawn by: MTB
Sheet: C7 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

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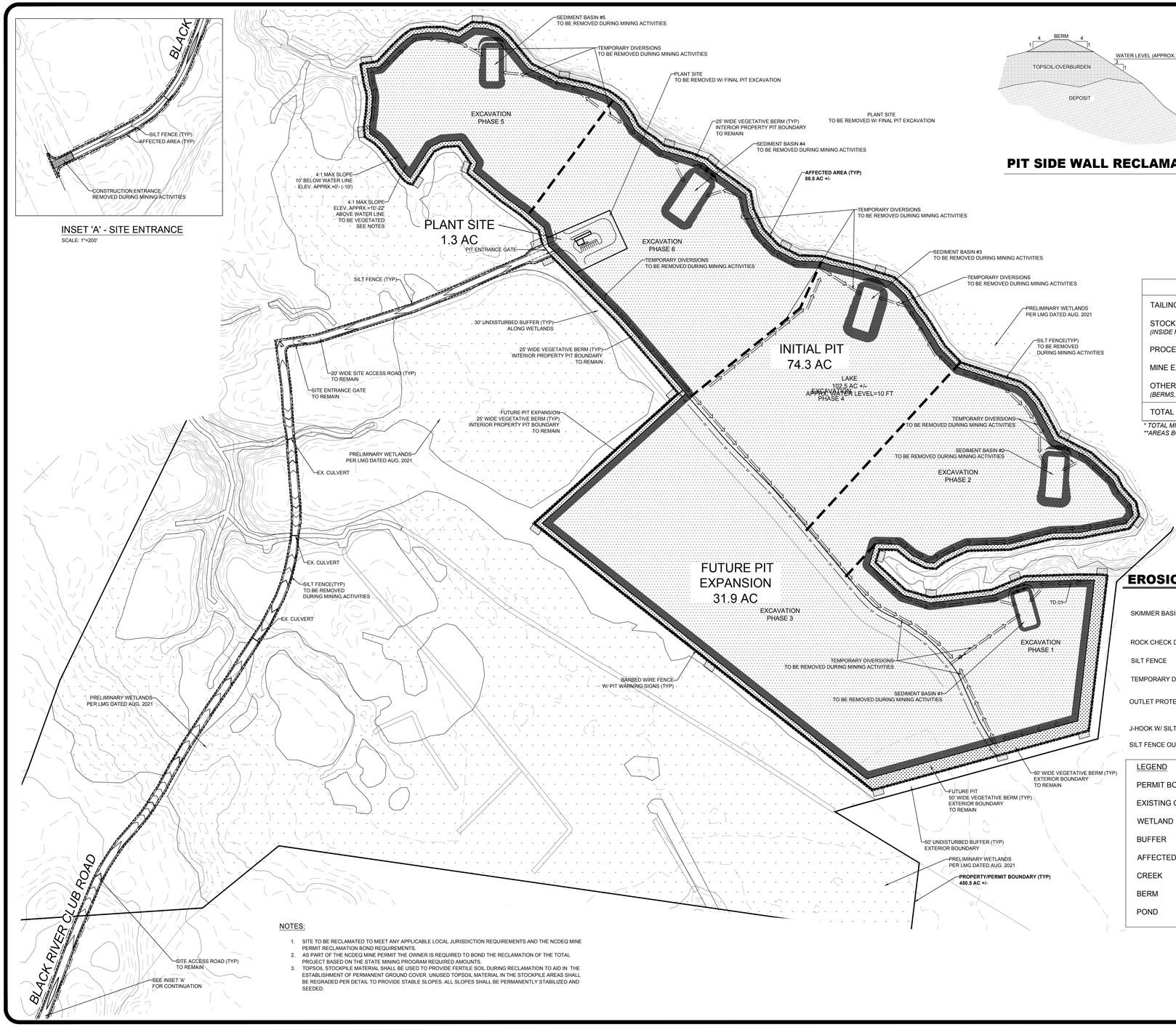
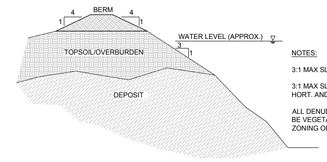
INSET 'A' - SITE ENTRANCE

SCALE: 1"=200'





PIT SIDE WALL RECLAMATION (TYP)

NTS

NOTES:

3:1 MAX SLOPE ABOVE WATER LINE

3:1 MAX SLOPE BELOW WATER LINE AT MIN 20' HORT. AND 10' VERTICAL DISTANCE

ALL DENUDED AREAS ABOVE WATER LINE TO BE VEGETATED PER SECTION 919 QUARRY OF ZONING ORDINANCE.

DISTURBED AREAS	
TAILINGS/SEDIMENT PONDS	2.5 AC
STOCKPILES *(INSIDE MINE EXCAVATION)*	3.0 AC**
PROCESSING AREA/HAUL ROADS	5.0 AC
MINE EXCAVATION	106.2 AC*
OTHER MISC EXCAVATION *(BERMS, DIVERSIONS, ETC.)*	8.0 AC
TOTAL AFFECTED AREA	121.7 AC

** TOTAL MINE EXCAVTION AREA =36.0 AC*
***AREAS BONDED AS HIGHER BOND AMOUNT*

INTERNAL DRAINAGE = 110.5 AC
EXTERNAL DRAINAGE= 11.2 AC

EROSION CONTROL LEGEND

SKIMMER BASIN — TOP OF BERM, SKIMMER, BAFFLES, SPILLWAY

ROCK CHECK DAMS

SILT FENCE — SF

TEMPORARY DIVERSION DITCH

OUTLET PROTECTION

J-HOOK W/ SILT FENCE OUTLET

SILT FENCE OUTLET

LEGEND

- PERMIT BOUNDARY
- EXISTING CONTOUR
- WETLAND
- BUFFER
- AFFECTED AREA
- CREEK
- BERM
- POND

NOTES:

1. SITE TO BE RECLAMATED TO MEET ANY APPLICABLE LOCAL JURISDICTION REQUIREMENTS AND THE NCDEQ MINE PERMIT RECLAMATION BOND REQUIREMENTS.
2. AS PART OF THE NCDEQ MINE PERMIT THE OWNER IS REQUIRED TO BOND THE RECLAMATION OF THE TOTAL PROJECT BASED ON THE STATE MINING PROGRAM REQUIRED AMOUNTS.
3. TOPSOIL STOCKPILE MATERIAL SHALL BE USED TO PROVIDE FERTILE SOIL DURING RECLAMATION TO AID IN THE ESTABLISHMENT OF PERMANENT GROUND COVER. UNUSED TOPSOIL MATERIAL IN THE STOCKPILE AREAS SHALL BE REGRADED PER DETAIL TO PROVIDE STABLE SLOPES. ALL SLOPES SHALL BE PERMANENTLY STABILIZED AND SEEDED.

NORTH

200 0 100 200 400

HORIZONTAL SCALE: 1" = 200'

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BUTLER MINE
BORROW SOURCE
SPECIAL USE PERMIT
BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

RECLAMATION PLAN

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: 1"=200'	Drawn by: MTB
Sheet: C8 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

File: Z:\2022\2022-03 Butler Quarry - Pender County - Vince\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT
Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	**Stabilize within this many calendar days after ceasing land disturbance**	**Timeframe variations**
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION
Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
• Temporary grass seed covered with straw or other mulches and tackifiers • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Plastic sheeting	• Permanent grass seed covered with straw or other mulches and tackifiers • Geotextile fabrics such as permanent soil reinforcement matting • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to restrain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS
1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

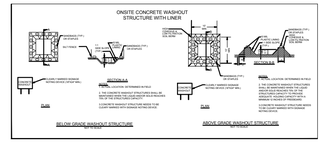
EQUIPMENT AND VEHICLE MAINTENANCE
1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE
1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE
1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS
1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT
1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS
1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES
1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE
1. Create designated hazardous waste collection areas on-site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING | EFFECTIVE: 04/01/19

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION
Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Daily	Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for these unscheduled days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) BMSC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected; 2. Date and time of the inspection; 3. Name of the person performing the inspection; 4. Indication of whether the measures were operating properly; 5. Description of maintenance needs for the measure; 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDOs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected; 2. Date and time of the inspection; 3. Name of the person performing the inspection; 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration; 5. Indication of visible sediment leaving the site; 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits; 2. Description, evidence, and date of corrective actions taken; and 3. An explanation as to the actions taken to control future releases.
(5) Stream or wetlands onsite or offsite [adjacent accessible]	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken; and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading [installation of perimeter ESC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover]; 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING
1. E&SC Plan Documentation
The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be documented in the manner described:

Item to Document	Documentation Requirements
(a) Each E&SC Measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC Plan.	Initial and date each E&SC Measure on a copy of the approved E&SC Plan or complete, date and sign an inspection report that lists each E&SC Measure shown on the approved E&SC Plan. This documentation is required upon the initial installation of the E&SC Measures or if the E&SC Measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC Plan.	Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC Measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC Measures.	Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. Additional Documentation
In addition to the E&SC Plan documents above, the following items shall be kept on the site
and available for agency inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This general permit as well as the certificate of coverage, after it is received.

(b) Records of inspections made during the previous 30 days. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

(c) All data used to complete the Notice of Intent and older inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING
1. Occurrences that must be reported
Permittees shall report the following occurrences:
(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(a) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.

(b) Anticipated bypasses and unanticipated bypasses.

(c) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements
After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Division's Emergency Response personnel at (800) 662-7956, (800) 858-0368 or (919) 733-3300.

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. • If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent measures if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
(b) Oil spills and release of hazardous substances per Item (1)(b)-(c) above	• ***Within 24 hours***, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses [40 CFR 122.41(m)(3)]	• ***A report at least ten days before the date of the bypass, if possible.*** The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses [40 CFR 122.41(m)(3)]	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that includes an evaluation of the quality and effect of the bypass.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment[40 CFR 122.41(l)(7)]	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that contains a description of the noncompliance, and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. [40 CFR 122.41(l)(6)]. • Division staff may waive the requirement for a written report on a case-by-case basis.

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING | EFFECTIVE: 04/01/19

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BUTLER MINE BORROW SOURCE SPECIAL USE PERMIT
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PENDER COUNTY, NORTH CAROLINA

CONSTRUCTION DETAILS

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: NTS	Drawn by: MTB
Sheet: C9 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

File: Z:\2022\2022-03 Butler Quarry - Pender County - Vinson\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022

MAINTENANCE PLAN

THE OPERATOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROL DEVICES THROUGHOUT THE PROJECT DURATION.

ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN ALL DEVICES AS DESIGNED.

SKIMMER BASINS:

1. BASINS ARE TO BE CLEANED OF SEDIMENT WHEN ITS STORAGE CAPACITY IS REDUCED BY 50%. PLACE SEDIMENT REMOVED FROM THE BASIN IN A STOCKPILE AREA AS SHOWN ON THE PLAN OR AN AREA THAT HAS ADEQUATE EROSION CONTROL MEASURES.
2. CHECK BERM STRUCTURE, SPILLWAYS, AND SKIMMER PIPE EVERY WEEK FOR EROSION AND PIPING.
3. MAINTAIN BAFFLES AS DIRECTED BELOW.
4. ANY RIP RAP DISPLACED FROM SPILLWAY MUST BE REPLACED IMMEDIATELY.
5. AFTER ALL AREAS HAVE BEEN PERMANENTLY STABILIZED, REMOVE BASIN (PHASE 2 OF CONSTRUCTION SEQUENCE) AND ALL UNSTABLE SEDIMENT. GRADE ACCORDING TO GRADING PLAN OR BLEND IN WITH ADJACENT GRADES - ADDITIONAL COMPACTION EFFORTS MAY BE REQUIRED IF STRUCTURE IS PROPOSED FOR THAT AREA. STABILIZE AREA.

BAFFLES:

1. MAINTAIN ACCESS TO BAFFLES. SHOULD THE FABRIC COLLAPSE, DECOMPOSE, TEAR, OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.
2. REMOVE BUILDUP SEDIMENT WHEN IT REACHES ONE-HALF FULL. TAKE CARE NOT TO DISTURB BAFFLES DURING CLEANOUT.

SILT FENCE:

1. SEDIMENT SHALL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT BECOMES ABOUT 0.5 FT DEEP AT THE FENCE. THE FENCE SHALL BE REPAIRED AS REQUIRED TO MAINTAIN A SUFFICIENT BARRIER.
2. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, DECOMPOSE, TEAR, OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.
3. AFTER ALL AREAS HAVE BEEN PERMANENTLY STABILIZED, REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT. GRADE AREA TO GRADING PLAN OR BLEND WITH ADJACENT GRADES. STABILIZE AREA.

TEMPORARY DIVERSIONS:

1. IMMEDIATELY REMOVE EXCESS SEDIMENT FROM FLOW AREA AND REPAIR DIVERSION RIDGE.
2. CAREFULLY CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED.
3. AFTER ALL AREAS HAVE BEEN STABILIZED REMOVE THE RIDGE AND THE CHANNEL AND GRADE ACCORDING TO GRADING PLAN OR BLEND WITH ADJACENT GRADES. STABILIZE AREA.

RIP RAP LINED DITCHES/CHANNELS/OUTLETS:

1. PAY CLOSE ATTENTION TO INLET AND OUTLET SECTIONS WHERE CONCENTRATED FLOW ENTERS.
2. INSPECT FOR INDICATIONS OF PIPING, SCOUR HOLES, OR BANK FAILURES. MAKE REPAIRS IMMEDIATELY.
3. MAINTAIN VEGETATION ADJACENT TO THE ROCK LINING IN A HEALTHY, VIGOROUS CONDITION TO PROTECT THE AREA FROM EROSION AND SCOUR.

GRASS LINED DITCHES/CHANNELS/SWALES:

1. DURING GRASS ESTABLISHMENT PERIOD, INSPECT AFTER EVERY RAINFALL.
2. AFTER GRASS HAS ESTABLISHED, INSPECT PERIODICALLY AND AFTER HEAVY RAINFALL. IMMEDIATELY MAKE REPAIRS.
3. PAY CLOSE ATTENTION TO INLET AND OUTLET SECTIONS WHERE CONCENTRATED FLOW ENTERS.
4. GRASS SHOULD BE MAINTAINED IN A HEALTHY VIGOROUS CONDITION AT ALL TIMES, SINCE IT IS THE PRIMARY EROSION PROTECTION.

TEMPORARY SEEDING

PROVIDE TEMPORARY SEEDING TO ALL DENUDED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE WITHIN THE FOLLOWING SCHEDULE:

PERMANENT DITCHES --> IMMEDIATELY (ROCK LINED)
SLOPES 4:1 OR STEEPER --> 7 DAYS
ALL OTHER AREAS --> 14 DAYS

IF SOILS BECOME COMPACTED DURING GRADING, LOOSEN THEM TO A DEPTH OF 6-8 INCHES.

SEEDBED PREPARATION:

LIME: APPLY LIME ACCORDING TO SOIL TEST RECOMMENDATIONS. IF THE SOIL PH IS NOT KNOWN, APPLY AT A RATE OF 1 TO 1 ½ TONS PER ACRE ON COARSE-TEXTURED SOILS AND 2-3 TONS PER ACRE OF FINE-TEXTURED SOILS. APPLY LIME UNIFORMLY AND INCORPORATE INTO THE TOP 4-6 INCHES OF SOIL. SOILS WITH PH HIGHER THAN 6 DO NOT NEED LIME.

FERTILIZER: FERTILIZE ACCORDING TO SOIL TEST RECOMMENDATIONS. WHERE SOIL TESTS ARE NOT AVAILABLE, APPLY A 10-10-10 GRADE FERTILIZER AT 700-1,000 LB/ACRE. INCORPORATE FERTILIZER INTO THE TOP 4-6 INCHES OF SOIL. IF A HYDRAULIC SEEDER IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES BEFORE APPLICATION.

SURFACE ROUGHENING: IF AREAS TO BE SEEDED BECOME HARDENED, SEALED, OR CRUSTED, LOOSEN IT JUST PRIOR TO SEEDING BY DISKING, RAKING, HARROWING OR OTHER SUITABLE METHODS. GROOVE OR FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR BEFORE SEEDING.

PLANT SELECTION:

SELECT THE APPROPRIATE SPECIES BASED ON THE PLANTING SEASON.

SEEDING:

APPLY SEED WITH A BROADCAST SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER. USE SEEDING RATES GIVEN IN TABLES. BROADCAST SEEDING AND HYDROSEEDING IS ACCEPTABLE ON STEEP SLOPES WHERE EQUIPMENT CANNOT BE DRIVEN. HAND BROADCASTING IS NOT RECOMMENDED.

SMALL GRAINS SHOULD BE PLANTED NO MORE THAN ONE INCH DEEP AND GRASSES AND LEGUMES ON MORE THAN ½ INCH. BROADCAST SEED MUST BE COVERED BY RAKING OR CHAIN DRAGGING, AND THEN LIGHTLY FIRMED WITH A ROLLER OR CULTIPACKER. HYDROSEEDED MIXTURES SHOULD NOT INCLUDE A WOOD FIBER MULCH.

MULCHING:

MULCHING IS REQUIRED FOR ALL TEMPORARY SEEDING AT A MIN RATE OF 2 TONS/ACRE WITH ASPHALT TACK.

MAINTENANCE:

CONTRACTOR TO MONITOR GRASS ESTABLISHMENT. PROMPTLY RESEEED AREAS WHERE A HEALTHY, DENSE GROWTH DOES NOT ESTABLISH. CONTRACTOR MAY NEED TO PROVIDE NETTING OR TEMPORARY LINERS TO AREAS WHERE GRASS CANNOT BE ESTABLISHED DUE TO EROSION.

PERMANENT SEEDING

SEE SEEDING SCHEDULE FOR SEED TYPE AND RATE.

PROVIDE PERMANENT SEEDING TO ALL DENUDED AREAS THAT WILL NOT BE COVERED BY PAVING, BUILDINGS, OR OTHER LANDSCAPING. AREAS RECEIVING PERMANENT VEGETATION MUST BE STABILIZED WITHIN THE FOLLOWING TIMEFRAMES AFTER FINAL GRADE IS REACHED, UNLESS TEMPORARY STABILIZATION IS APPLIED.

PERMANENT DITCHES --> IMMEDIATELY (ROCK LINED)
SLOPES 4:1 OR STEEPER --> 7 DAYS
ALL OTHER AREAS --> 14 DAYS

COMPLETE GRADING BEFORE PREPARING SEEDBEDS. IF SOILS BECOME COMPACTED DURING GRADING, LOOSEN THEM TO A DEPTH OF 6-8 INCHES.

SEEDBED REQUIREMENTS:

THE SOIL SHOULD MEET THE FOLLOWING MINIMUM CRITERIA FOR VEGETATION ESTABLISHMENT:

- ENOUGH FINE-GRAINED (SILT AND CLAY) MATERIAL TO MAINTAIN ADEQUATE MOISTURE AND NUTRIENT SUPPLY (AVAILABLE WATER CAPACITY OF AT LEAST 0.05 INCHES OF WATER TO 1 INCH OF SOIL
- SUFFICIENT PORE SPACE TO PERMIT ROOT PENETRATION.
- SUFFICIENT DEPTH OF SOIL TO PROVIDE AN ADEQUATE ROOT ZONE. THE DEPTH OF ROCK OR IMPERMEABLE LAYERS SUCH AS HARDPANS SHOULD BE 12 INCHES OR MORE, EXCEPT ON SLOPES STEEPER THAN 2:1 WHERE THE ADDITION OF SOIL IS NOT FEASIBLE.
- A FAVORABLE PH RANGE FOR PLANT GROWTH, USUALLY 6.0-8.5.
- NO LARGE ROOTS, BRANCHES, STONES, LARGE CLODS OF EARTH, AND TRASH. CLODS AND STONES MAY BE LEFT ON SLOPES STEEPER THAN 3:1 IF THEY ARE TO BE HYDROSEEDED.

IF THE ABOVE CRITERIA CANNOT BE MET, SPECIAL SOIL CONDITIONERS OR TOPSOIL MAY BE APPLIED.

SEEDBED PREPARATION:

LIME: APPLY LIME ACCORDING TO SOIL TEST RECOMMENDATIONS. IF THE SOIL PH IS NOT KNOWN, FOLLOW RATES ON THE SEEDING SPEC TABLE.

FERTILIZER: FERTILIZE ACCORDING TO SOIL TEST RECOMMENDATIONS. WHERE SOIL TESTS ARE NOT AVAILABLE, FOLLOW RATES ON THE SEEDING SPEC TABLE.

SURFACE ROUGHENING: IF AREAS TO BE SEEDED BECOME HARDENED, SEALED, OR CRUSTED, LOOSEN IT JUST PRIOR TO SEEDING BY DISKING, RAKING, HARROWING OR OTHER SUITABLE METHODS. GROOVE OR FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR BEFORE SEEDING.

PLANT SELECTION:

SELECT THE APPROPRIATE SPECIES BASED ON THE PLANTING SEASON, SOIL TYPE, SLOPES, AND LAND USES. SEE SEEDING SPEC TABLES IN PLANS FOR RECOMMENDED PERMANENT SEEDING MIXTURE.

SEEDING:

USE CERTIFIED SEED (INSPECTED BY THE NORTH CAROLINA CROP IMPROVEMENT ASSOCIATION).

APPLY SEED WITH A BROADCAST SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER ON A FIRM, FRIABLE SEEDBED. USE SEEDING RATES GIVEN IN TABLES.

WHEN USING A DRILL OR CULTIPACKER SEEDER, SMALL GRAINS SHOULD BE PLANTED NO MORE THAN ONE INCH DEEP AND GRASSES AND LEGUMES ON MORE THAN ½ INCH.

WHEN BROADCAST SEEDING, SUBDIVIDE AREA INTO WORKABLE SECTIONS AND DETERMINE THE AMOUNT OF SEED NEEDED FOR EACH SECTION. APPLY ONE-HALF THE SEED WHILE MOVING BACK AND FORTH ACROSS THE AREA AND APPLY THE REMAINING SEED IN THE SAME MANNER BUT AT RIGHT ANGLES TO THE FIRST PASS. COVER SEED BY RAKING OR CHAIN DRAGGING, AND THEN LIGHTLY FIRM WITH A ROLLER OR CULTIPACKER.

MULCH AREAS IMMEDIATELY AFTER SEEDING IN ACCORDANCE WITH RATES GIVEN IN TABLES. ANCHOR MULCH WITH NETTING OR LIQUID ASPHALT AT A RATE OF 0.10 GALLON PER SQUARE YARD (10 GAL / 1000 SQ FT).

HYDROSEEDING:

SURFACE ROUGHENING IS REQUIRED. FINE SEEDBED PREPARATION IS NOT NECESSARY.

RATE OF WOOD FIBER APPLICATION SHOULD BE AT LEAST 4,000-6,000 LB/ACRE.

APPLY LEGUME INOCULANTS AT FOUR TIMES THE RECOMMENDED RATE WHEN ADDING INOCULANT TO HYDROSEEDER SLURRY.

APPLY LIME IN DRY FORM.

APPLICATION

STEP 1 -1/3 MULCH RATE, ALL SEEDING AND ALL INOCULANT SPREAD IN ONE DIRECTION
STEP 2 - 2/3 MULCH RATE APPLIED IN OPPOSING DIRECTION

MAINTENANCE:

IF STAND IS INADEQUATE, RE-EVALUATE PLANT CHOICE AND QUANTITIES OF LIME AND FERTILIZER. REESTABLISH THE STAND AFTER SEEDBED PREPARATION OR OVER-SEED THE STAND. CONSIDER SEEDING TEMPORARY, ANNUAL SPECIES IF THE TIME OF YEAR IS NOT APPROPRIATE FOR PERMANENT SEEDING.

TEMPORARY SEEDING SCHEDULE
WINTER & EARLY SPRING

Seeding mixture

Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50

Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

Seeding dates
Mountains—Above 2500 feet: Feb. 15 - May 15
Below 2500 feet: Feb. 1- May 1
Piedmont—Jan. 1 - May 1
Coastal Plain—Dec. 1 - Apr. 15

Soil amendments
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance
Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

TEMPORARY SEEDING SCHEDULE
FALL

Seeding mixture

Species	Rate (lb/acre)
Rye (grain)	120

Seeding dates
Mountains—Aug. 15 - Dec. 15
Coastal Plain and Piedmont—Aug. 15 - Dec. 30

Soil amendments
Follow soil tests or apply 2,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10 fertilizer.

Mulch
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance
Repair and refertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extent temporary cover beyond June 15, overseed with 50 lb/acre Kobe (Piedmont and Coastal Plain) or Korean (Mountains) lespedeza in late February or early March.

TEMPORARY SEEDING SCHEDULE
SUMMER

Seeding mixture

Species	Rate (lb/acre)
German millet	40

In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.

Seeding dates
Mountains—May 15 - Aug. 15
Piedmont—May 1 - Aug. 15
Coastal Plain—Apr. 15 - Aug. 15

Soil amendments
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance
Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

PERMANENT SEEDING SCHEDULE

HERBACEOUS PLANTS-Seeding recommendations for primary stabilization — **Table 6.11.b**
Successful development depends on planting date (effectiveness goal: 8 mo. - 3 yrs. without an ongoing maintenance program)
NON-NATIVE SPECIES

Common Name	Botanical Name / Cultivar	Zone / Introduced	Seeding Rate/ Hand Seeded	Fertilization/ Inoculation Options	Optimal Planting Dates: Mountains	Piedmont	Coastal Plains	Sun/Shade tolerant	Wetlands	Riparian Buffers	Invasive Yes or No	Installation / Maintenance Considerations	Other Information, commentary
Serices Lespedeza	Lespedeza cuneata Dunsett	I	10 lbs	By soil test	3/1 - 5/1	3/1 - 5/1	10/1 - 4/1	Sun	NR	NR	Yes	Responds well to controlled burns	Stoney Thread Invasive species
Crown Vetch	Securigera varia (Coronilla varia)	I	15 lbs	By soil test	3/15-4/30	NR	NR	Sun	NR	NR	Yes	Highly competitive, not recommended unless an acceptable alternative is not available.	Prefers neutral soils
Centipede Grass	Eremochloa ophiuroid	I	5 lbs 10 lbs. for road shoulders	By soil test	NR	Eastern only	3/1 - 5/1	Sun	NR	NR	No	Significant maintenance may be required to obtain desired cover	Does not tolerate high traffic. Acceptable for seeding
KY 31 Tall Fescue	Schedonorus phoenix (Festuca arundinacea)	I	100 lbs	By soil test	8/15-9/1	9/1-9/15	9/30 - 3/15	Sun / mod. Shade	NR	NR	Yes	If utilized, it is imperative that maintenance includes a containment plan	Acceptable for seeding
KY Blue Grass	Poa pratensis	I	15 lbs	By soil test	8/15-9/1	NR	NR	Sun	NR	NR	Yes	If utilized, it is imperative that maintenance includes a containment plan	Prefers neutral soils, highly competitive, not recommended unless an acceptable alternative is not available. Acceptable for seeding
Hard Fescue	Festuca brevipila (Festuca longifolia)	I	15 lbs	By soil test	8/1 - 9/1	NR	NR	Shade	NR	NR	No	Not recommended for slopes greater than 3%.	Low growing, bunch grass
Bermuda Grass	Cynodon dactylon	I	25 lbs	By soil test	NR	4/15-6/30	4/15-6/30	Sun	NR	NR	Yes	If utilized, it is imperative that maintenance includes a containment plan	Extremely aggressive, not recommended and should be avoided unless an acceptable alternative is not available. May be sodded or sprigged

NEW STABILIZATION TIMEFRAMES
(Effective Aug. 3, 2011)

Site Area Description	Stabilization	Timeframe Exceptions
Perimeter dikes, swales, ditches, slopes	7 days	None
High Quality Water (HQW) Zones	7 days	None
Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
Slopes 3:1 or flatter	14 days	7 days for slopes greater than 50' in length.
All other areas with slopes flatter than 4:1	14 days	None, except for perimeters and HQW Zones.

STABILIZATION TIME TABLES
NTS

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BUTLER MINE BORROW SOURCE SPECIAL USE PERMIT
BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

CONSTRUCTION DETAILS

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: NTS	Drawn by: MTB
Sheet: C10 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

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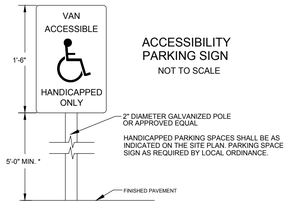
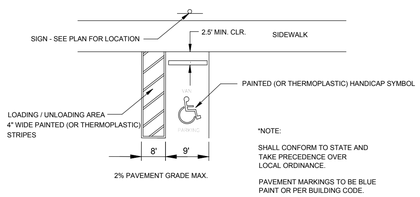


ACCESSIBILITY
PARKING SIGN
NOT TO SCALE

* DIMENSION NEEDS TO BE INCREASED WHERE PEDESTRIANS MAY CROSS UNDER.



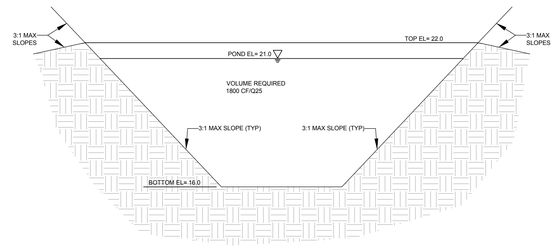
*NOTE:

SHALL CONFORM TO STATE AND
TAKE PRECEDENCE OVER
LOCAL ORDINANCE.

PAVEMENT MARKINGS TO BE BLUE
PAINT OR PER BUILDING CODE.

HANDICAP PARKING AND SIGN

NTS

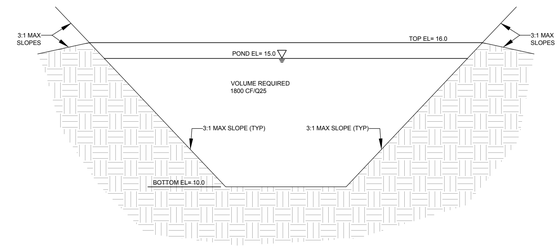


NOTES

1. BASIN TO BE INSTALLED WITHOUT OUTLETS.
2. BASIN IS TO BE EXCAVATED BELOW EXISTING GROUND.
3. INSTALL TEMPORARY DIVERSIONS TO BASIN.
3. BASINS ARE TO BE INSTALLED AND MARKET MATERIAL STOCKPILED.
4. OVERBURDEN TO BE USED TO CONSTRUCT BERMS ADJACENT TO BASIN.
5. INSTALL PERIMETER BERMS BELOW BASIN THROUGH LOW LYING AREAS TO PREVENT RUNOFF FROM LEAVING THE SITE.
6. WHEN BASINS OVERFILL THE WATER WILL POND INSIDE THE PERIMETER BERM AND INFILTRATE AND EVAPORATE.
7. PIT TO BE EXCAVATED FROM BASIN OUT. BASIN SIZE WILL INCREASE WITH EXCAVATION.
8. MATERIAL WILL BE EXCAVATED WET NO PIT DEWATERING.
9. BASIN HAVE BEEN DESIGNED WITH TWICE THE VOLUME CAPACITY THAN REQUIRED.
10. BASINS TO BE INSPECTED WEEKLY.
11. ALL SLOPES THAT ARE DENUDED MORE THAN 7 WORKING DAYS OR 14 CALENDAR DAYS SHALL BE STABILIZED AND SEEDED.
12. ONCE SEDIMENT REACHES 1 FT DEPTH THE SEDIMENT SHALL BE REMOVED.

SEDIMENT BASIN #1 NO OUTLET

NTS



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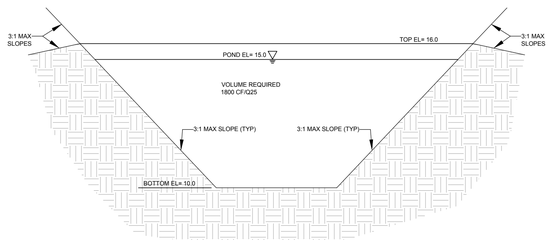
SEDIMENT BASIN #2 NO OUTLET

NTS



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SEDIMENT BASIN #3 NO OUTLET

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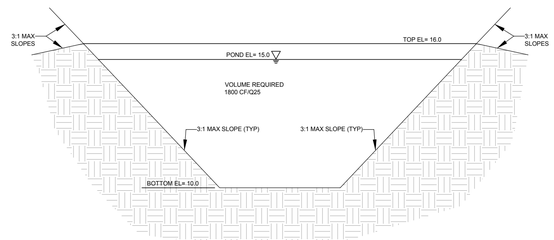

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SEDIMENT BASIN #4 NO OUTLET

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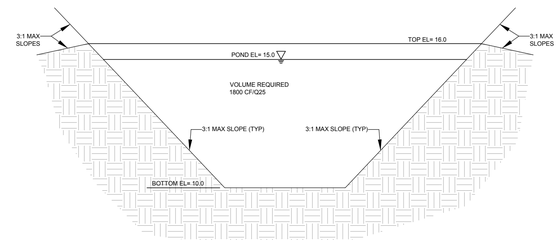

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SEDIMENT BASIN #5 NO OUTLET

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PENDER COUNTY, NORTH CAROLINA

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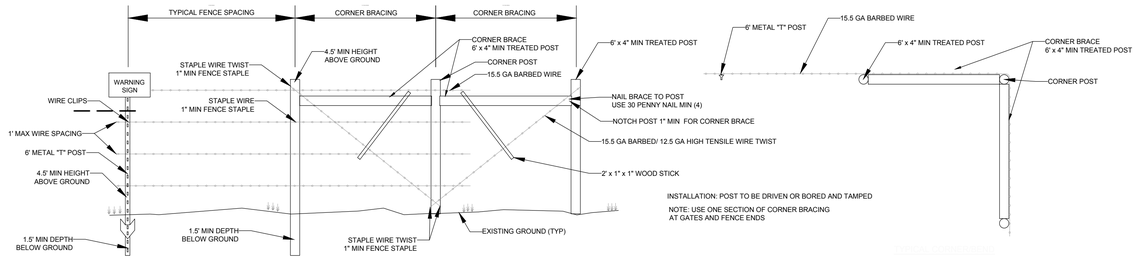

4 STRAND BARBED WIRE FENCE

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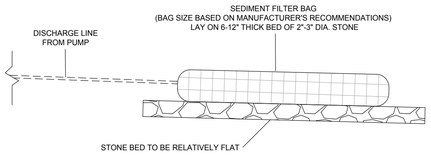

INSTALLATION & MAINTENANCE

1. USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.
2. PROVIDE STABILIZED OUTLET TO STREAM BANK.
3. WOOD PALLETS MAY BE USED IN LIEU OF STONE AND GEOTEXTILE AS DIRECTED. A SUFFICIENT NUMBER OF PALLETS MUST BE PROVIDED TO ELEVATE THE ENTIRE SPECIAL STILLING BASIN ABOVE NATURAL GROUND.
4. THE SIZE AND NUMBER OF SILT BAGS SHOULD BE BASED ON THE DEWATERING PUMP AND MANUFACTURER RECOMMENDATIONS.
5. TIGHTLY SECURE THE PUMP DISCHARGE TO THE SILT BAG SLEEVE WITH A STRAP OR SIMILAR DEVICE TO PREVENT WATER/SEDIMENT FROM LEAKING WITHOUT TREATMENT.
6. CONTROL PUMPING RATE TO PREVENT EXCESSIVE PRESSURE WITHIN THE SILT BAG IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. AS THE BAG FILLS WITHIN SEDIMENT, REDUCE THE PUMP RATE.
7. REPLACE THE SILT BAG WHEN ONE HALF (1/2) FULL OF SEDIMENT.
8. SILT BAG DEVICE MUST BE $_{\pm}$ 50FT FROM THE TOP OF THE STREAM BANK AND WATER MUST BE DISCHARGED IN A DIFFUSE MANNER.

SEDIMENT FILTER BAG

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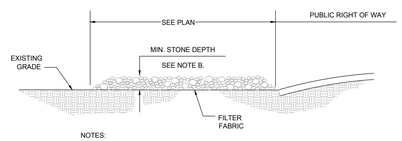


NOTES:

A) MINIMUM WIDTH OF CONSTRUCTION ENTRANCE PAD SHALL BE 20 FT.

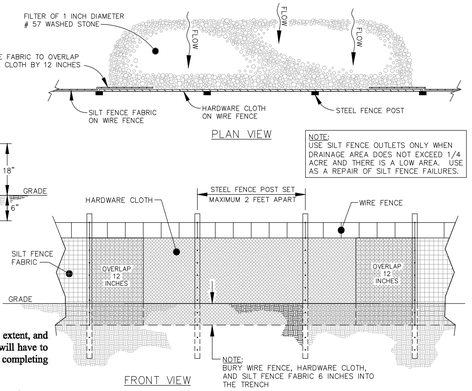
B) STONE SHALL BE 2-3" WASHED STONE, 12" THICK.

C) THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

D) INSTALL PADS WHERE SHOWN ON PLANS OR OTHERWISE DIRECTED BY ENGINEER.

CONSTRUCTION ENTRANCE PAD

NTS



NOTE:
USE SILT FENCE OUTLETS ONLY WHEN DRAINAGE AREA DOES NOT EXCEED 1/4 ACRE AND THERE IS A LOW AREA. USE AS A REPAIR OF SILT FENCE FAILURES.

Installation: Refer to the approved erosion control plan for location, extent, and specifications. If silt fence is not installed correctly the first time, it will have to be reconstructed. Determine the exact location of the outlet before completing installation of the silt fence, taking into consideration:

1. Installation at the lowest point(s) in the fence where water will pond.
2. Maximum allowable drainage area restriction for silt fence.
3. Installation where the outlet is accessible for installation, maintenance and removal.
4. Placement of the outlet so that water flowing through it will not create an erosion hazard below – avoid steep slopes below the outlet and areas without protective vegetation. Use slope drains if necessary.

The silt fence outlet shall be installed in accordance with the standard detail, and the approved erosion control plan.

Maintenance Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.

Should the fabric of a sediment fence collapse, tear, decompose or become ineffective, replace it promptly.

Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.

Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

SILT FENCE OUTLET

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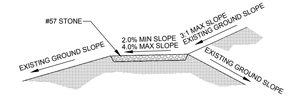
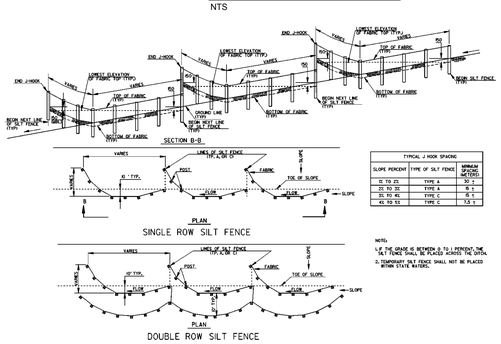


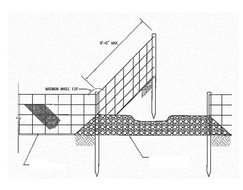
TEMPORARY INTERNAL SITE ROAD

NTS



TYPICAL J HOOK SPACING		
SLOPE PERCENT	TYPE OF SILT FENCE	MINIMUM SPACING METERS
0% TO 2%	TYPE A	30 ±
2% TO 5%	TYPE A	15 ±
5% TO 9%	TYPE C	15 ±
9% TO 14%	TYPE C	7.5 ±

NOTES:
1. IF A SLOPE IS BETWEEN 0-1% PERVIOUS DIKE OR TRAPS SHALL BE PLACED ACROSS THE DITCH.
2. TEMPORARY SILT FENCE SHALL NOT BE PLACED WITHIN STATE WATERS.



Installation: Refer to the approved erosion control plan for location, extent, and specifications. If silt fence is not installed correctly the first time, it will have to be reconstructed. Determine the exact location of the outlet before completing installation of the silt fence, taking into consideration:

1. Installation at the lowest point(s) in the fence where water will pond.
2. Maximum allowable drainage area restriction for silt fence.
3. Installation where the outlet is accessible for installation, maintenance and removal.
4. Placement of the outlet so that water flowing through it will not create an erosion hazard below – avoid steep slopes below the outlet and areas without protective vegetation. Use slope drains if necessary.

The silt fence outlet shall be installed in accordance with the standard detail, and the approved erosion control plan.

Maintenance Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.

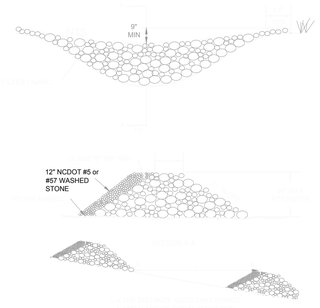
Should the fabric of a sediment fence collapse, tear, decompose or become ineffective, replace it promptly.

Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.

Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

SILT FENCE J-HOOK

NTS



Construction Specifications

1. Place stone to the lines and dimensions shown in the plan on a filter fabric foundation.
2. Keep the center stone section at least 9 inches below natural ground level where the dam abuts the channel banks.
3. Extend stone at least 1.5 feet beyond the ditch bank (Figure 6.83b) to keep water from cutting around the ends of the check dam.
4. Set spacing between dams to assure that the elevation at the top of the lower dam is the same as the toe elevation of the upper dam.
5. Protect the channel after the lowest check dam from heavy flow that could cause erosion.
6. Make sure that the channel reach above the most upstream dam is stable.
7. Ensure that other areas of the channel, such as culvert entrances below the check dams, are not subject to damage or blockage from dislodged stones.

Maintenance Inspect check dams and channels at least weekly and after each significant (1/2 inch or greater) rainfall event and repair immediately. Clean out sediment, straw, limbs, or other debris that could clog the channel when needed.

Anticipate submergence and deposition above the check dam and erosion from high flows around the edges of the dam. Correct all damage immediately. If significant erosion occurs between dams, additional measures can be taken such as, installing a protective riprap liner in that portion of the channel (Practice 6.31, *Riprap-line and Paved Channels*).

Remove sediment accumulated behind the dams as needed to prevent damage to channel vegetation, allow the channel to drain through the stone check dam, and prevent large flows from carrying sediment over the dam. Add stones to dams as needed to maintain design height and cross section.

CHECK DAM

NTS

SEDIMENT FENCE INSTALLATION USING THE SLICING METHOD
Instead of excavating a trench, placing fabric and then backfilling trench, sediment fence may be installed using specially designed equipment that inserts the fabric into a cut sliced in the ground with a disc (Figure 6.62b).

Installation Specifications

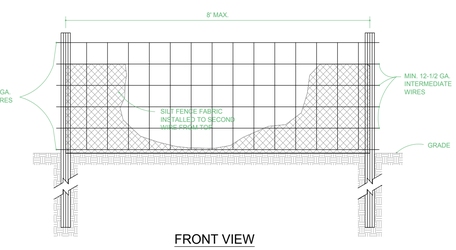
1. The base of both end posts should be at least one foot higher than the middle of the fence. Check with a level if necessary.
2. Install posts 4 feet apart in critical areas and 6 feet apart on standard applications.
3. Install posts 2 feet deep on the downstream side of the silt fence, and as close as possible to the fabric, enabling posts to support the fabric from upstream water pressure.
4. Install posts with the nipples facing away from the silt fabric.
5. Attach the fabric to each post with three ties, all spaced within the top 8 inches of the fabric. Attach each tie diagonally 45 degrees through the fabric, with each puncture at least 1 inch vertically apart. Also, each tie should be positioned to hang on a post nipple when tightened to prevent sagging.
6. Wrap approximately 6 inches of fabric around the end posts and secure with 3 ties.
7. No more than 24 inches of a 36 inch fabric is allowed above ground level.
8. The installation should be checked and corrected for any deviations before compaction.
9. Compaction is vitally important for effective results. Compact the soil immediately next to the silt fence fabric with the front wheel of the tractor, skid steer, or roller exerting at least 60 pounds per square inch. Compact the upstream side first, and then each side twice for a total of 4 trips.

Maintenance Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.

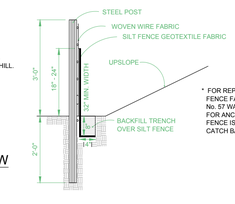
Should the fabric of a sediment fence collapse, tear, decompose or become ineffective, replace it promptly.

Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.

Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.



NOTE:
DOES NOT EXCEED 1/4 ACRE AND NEVER IN AREAS OF CONCENTRATED FLOW
-USE SILT FENCE ONLY WHEN DRAINAGE AREA
-END OF SILT FENCE NEEDS TO BE TURNED UPHILL.



* FOR REPAIR OF SILT FENCE FAILURES, USE No. 57 WASHED STONE FOR ANCHOR WHEN SILT FENCE IS PROTECTING CATCH BASIN.

SECTION VIEW

SILT FENCE

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draftinganddesign@ymail.com

BUTLER MINE BORROW SOURCE SPECIAL USE PERMIT

BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

CONSTRUCTION DETAILS

REVISIONS

PRELIMINARY NOT FOR CONSTRUCTION

Scale: NTS	Drawn by: MTB
Sheet: C12 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

File: Z:\2022\2022-03 Butler Quarry - Pender County - Vincke\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022

Construction Specifications

1. Clear the foundation area of trees, stumps, roots, loose rock, and other objectionable material.

2. Excavate the cross section to the lines and grades of the foundation of the liner as shown on the plans. Bring over-excavated areas to grade by increasing the thickness of the liner or by backfilling with moist soil compacted to the density of the surrounding material.

3. Concrete linings:

- Place concrete linings to the thickness shown on the plans and finish them in a workmanlike manner.
- Take adequate precautions to protect freshly placed concrete from extreme temperatures to ensure proper curing.
- Ensure that subgrade is moist when concrete is poured.
- Install foundation drains or weep holes where needed to protect against uplift and piping.
- Provide transverse (contraction) joints to control cracking at approximately 20-feet intervals. These joints may be formed by using a 1/2-inch thick removable template or by sawing to a depth of at least 1 inch.
- Install expansion joints at intervals not to exceed 100 feet.

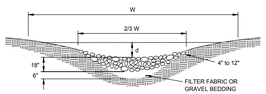
4. Rock riprap linings: Practice 6.15, *Riprap*.

5. Place filters, beddings, and foundation drains to line and grade in the manner specified. Place filter and bedding materials immediately after slope preparation. For synthetic filter fabrics, overlap the downstream edge by at least 12 inches with the upstream edge which is buried a minimum 12 inches in a trench. See figure 6.14a, page 6.14-6. Space anchor pins every 3 feet along the overlap. Spread granular materials in a uniform layer. When more than one gradation is required, spread the layers so there is minimal mixing. Filter material should consist of at least 3 inches of material on all sides of the drain pipe. The drain pipe conduit should be a minimum of 4 inches in diameter. Acceptable materials include perforated, continuous, closed-joint conduits of clay, concrete, metal, plastic, or other suitable material (Practice 6.81, *Subsurface Drain*).

6. Perform all channel construction to keep erosion and water pollution to a minimum. Immediately upon completion of the channel, vegetate all disturbed areas or otherwise protect them against soil erosion. Where channel construction will take longer than 30 days, stabilize channels by reaches.

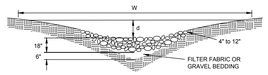
Maintenance

Inspect channels at regular intervals as well as after major rains, and make repairs promptly. Give special attention to the outlet and inlet sections and other points where concentrated flow enters. Carefully check stability at road crossings, and look for indications of piping, scour holes, or bank failures. Make repairs immediately. Maintain all vegetation adjacent to the channel in a healthy, vigorous condition to protect the area from erosion and scour during out-of-bank flow.



PARABOLIC-SHAPED WATERWAY WITH STONE CENTER DRAIN

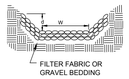
(SHAPED BY BULLDOZER)



V-SHAPED WATERWAY WITH STONE CENTER DRAIN

(SHAPED BY MOTOR GRADER)

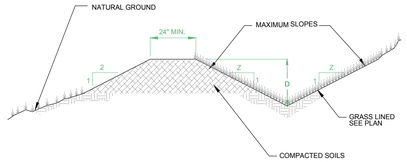
TYPICAL RIP RAP CHANNEL



TRAPEZOIDAL

RIP RAP LINED TEMPORARY/PERMANENT DIVERSION DITCH

NTS



Construction Specifications

1. Remove all trees, brush, stumps, and other objectionable material from the foundation area, and dispose of properly.

2. Excavate the channel, and shape it to neat lines and dimensions shown on the plans plus a 0.2-foot overcut around the channel perimeter to allow for bulking during seedbed preparations and sod buildup.

3. Remove and properly dispose of all excess soil so that surface water may enter the channel freely.

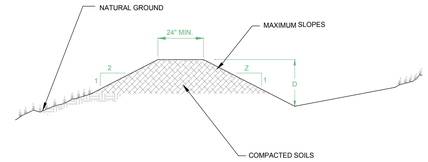
4. The procedure used to establish grass in the channel will depend upon the severity of the conditions and selection of species. Protect the channel with mulch or a temporary liner sufficient to withstand anticipated velocities during the establishment period (*Appendix 8.05*).

Maintenance

During the establishment period, check grass-lined channels after every rainfall. After grass is established, periodically check the channel; check it after every heavy rainfall event. Immediately make repairs. It is particularly important to check the channel outlet and all road crossings for bank stability and evidence of piping or scour holes. Remove all significant sediment accumulations to maintain the designed carrying capacity. Keep the grass in a healthy, vigorous condition at all times, since it is the primary erosion protection for the channel (Practice 6.11, *Permanent Seeding*).

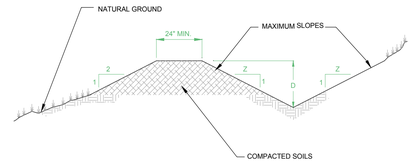
GRASS LINED TEMPORARY/PERMANENT DIVERSION DITCH

NTS



PERMANENT DIVERSION BERM

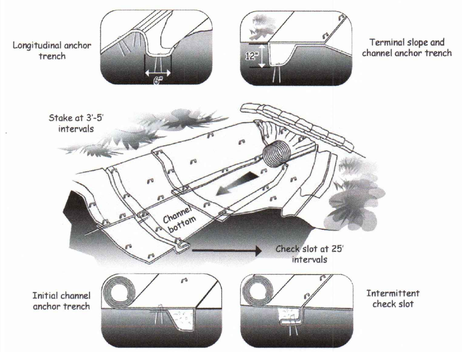
NTS



TEMPORARY/PERMANENT DIVERSION DITCH

NTS

Figure 6.17e Channel Installation and Slope Installation; Washington State Ecology Department



NOTE:
1. Check slots to be constructed per manufacturers specifications.
2. Staking or stapling layout per manufacturers specifications.

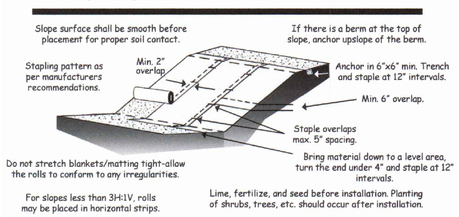
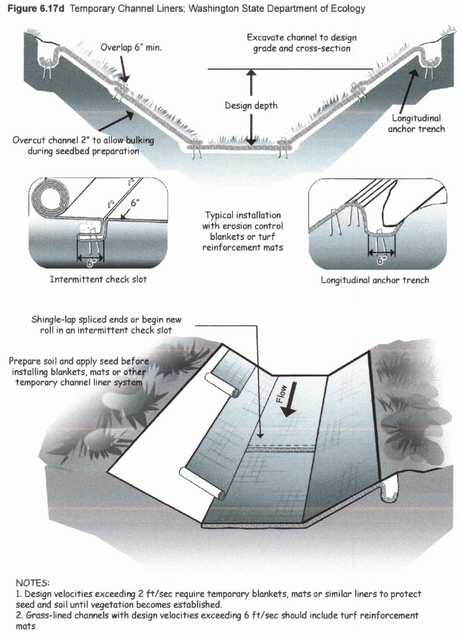


Figure 6.17d Temporary Channel Liners; Washington State Department of Ecology



NOTES:
1. Design velocities exceeding 2 ft/sec require temporary blankets, mats or similar liners to protect seed and soil until vegetation becomes established.
2. Grass-lined channels with design velocities exceeding 6 ft/sec should include turf reinforcement mats

TEMPORARY LINING FOR TEMPORARY/PERMANENT DIVERSION DITCH

NTS

Construction Specifications

Construction
Even if properly designed, if not properly installed, RECP's will probably not function as desired. Proper installation is imperative. Even if properly installed, if not properly timed and nourished, vegetation will probably not grow as desired. Proper seed/vegetation selection is also imperative.

Grade the surface of installation areas so that the ground is smooth and loose. When seeding prior to installation, follow the steps for seed bed preparation, soil amendments, and seeding in *Surface Stabilization*, 6.1. All gullies, rills, and any other disturbed areas must be fine graded prior to installation. Spread seed before RECP installation. (**Important**: Remove all large rocks, dirt clods, stumps, roots, grass clumps, trash, and other obstructions from the soil surface to allow for direct contact between the soil surface and the RECP.)

Terminal anchor trenches are required at RECP ends and intermittent trenches must be constructed across channels at 25-foot intervals. Terminal anchor trenches should be a minimum of 12 inches in depth and 6 inches in width, while intermittent trenches need be only 6 inches deep and 6 inches wide.

Installation for Slopes— Place the RECP 2-3 feet over the top of the slope and into an excavated end trench measuring approximately 12 inches deep by 6 inches wide. Pin the RECP at 1 foot intervals along the bottom of the trench, backfill, and compact. Unroll the RECP down (or along) the slope maintaining direct contact between the soil and the RECP. Overlap adjacent rolls a minimum of 3 inches. Pin the RECP to the ground using staples or pins in a 3 foot center-to-center pattern. Less frequent stapling/pinning is acceptable on moderate slopes.

Installation in Channels— Excavate terminal trenches (12 inches deep and 6 inches wide) across the channel at the upper and lower end of the lined channel sections. At 25-foot intervals along the channel, anchor the RECP across the channel either in 6 inch by 6 inch trenches or by installing two closely spaced rows of anchors. Excavate longitudinal trenches 6 inches deep and wide along channel edges (above water line) in which to bury the outside RECP edges. Place the first RECP at the downstream end of the channel. Place the end of the first RECP in the terminal trench and pin it at 1 foot intervals along the bottom of the trench.

Note: The RECP should be placed upside down in the trench with the roll on the downstream side of the bench.

Once pinned and backfilled, the RECP is deployed by wrapping over the top of the trench and unrolling upstream. If the channel is wider than the provided rolls, place ends of adjacent rolls in the terminal trench, overlapping the adjacent rolls a minimum of 3 inches. Pin at 1 foot intervals, backfill, and compact. Unroll the RECP in the upstream direction until reaching the first intermittent trench. Fold the RECP back over itself, positioning the roll on the downstream side of the trench, and allowing the mat to conform to the trench.

Then pin the RECP (two layers) to the bottom of the trench, backfill, and compact. Continue up the channel (wrapping over the top of the intermittent trench) repeating this step at other intermittent trenches, until reaching the upper terminal trench.

At the upper terminal trench, allow the RECP to conform to the trench, secure with pins or staples, backfill, compact and then bring the mat back over the top of the trench and onto the existing mat (2 to 3 feet overlap in the downstream direction), and pin at 1 foot intervals across the RECP. When starting installation of a new roll, begin in a trench or shingle-lap ends of rolls a minimum of 1 foot with upstream RECP on top to prevent uplifting. Place the outside edges of the RECP(s) in longitudinal trenches, pin, backfill, and compact.

Anchoring Devices—11 gauge, at least 6 inches length by 1 inch width staples or 12 inch minimum length wooden stakes are recommended for anchoring the RECP to the ground.

Drive staples or pins so that the top of the staple or pin is flush with the ground surface. Anchor each RECP every 3 feet along its center. Longitudinal overlaps must be sufficient to accommodate a row of anchors and uniform along the entire length of overlap and anchored every 3 feet along the overlap length. Roll ends may be spliced by overlapping 1 foot (in the direction of water flow), with the upstream/upslope mat placed on top of the downstream/downslope RECP. This overlap should be anchored at 1 foot spacing across the RECP. When installing multiple width mats heat seamed in the factory, all factory seams and field overlaps should be similarly anchored.

6

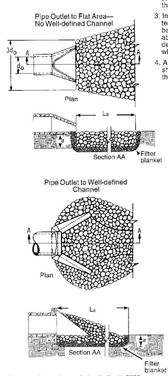


Figure 6.41e Riprap outlet protection (modified from Va SWCC)

6.41.4

Notes
1. L_a is the length of the riprap apron.
2. d = 1.5 times the maximum stone diameter but not less than 6".
3. In a well-defined channel extend the apron up the channel banks to an elevation of 6" above the maximum tailwater depth or to the top of the bank, whichever is less.
4. A filter blanket or filter fabric should be installed between the riprap and soil foundation.

Construction Specifications

1. Ensure that the subgrade for the filter and riprap follows the required lines and grades shown in the plan. Compact any fill required in the subgrade to the density of the surrounding undisturbed material. Low areas in the subgrade on undisturbed soil may also be filled by increasing the riprap thickness.

2. The riprap and gravel filter must conform to the specified grading limits shown on the plans.

3. Filter cloth, when used, must meet design requirements and be properly protected from punching or tearing during installation. Repair any damage by removing the riprap and placing another piece of filter cloth over the damaged area. All connecting joints should overlap so the top layer is above the downstream layer a minimum of 1 foot. If the damage is extensive, replace the entire filter cloth.

4. Riprap may be placed by equipment, but take care to avoid damaging the filter.

5. The minimum thickness of the riprap should be 1.5 times the maximum stone diameter.

6. Riprap may be field stone or rough quarry stone. It should be hard, angular, highly weather-resistant and well graded.

7. Construct the apron on zero grade with no overfill at the end. Make the top of the riprap at the downstream end level with the receiving area or slightly below it.

8. Ensure that the apron is properly aligned with the receiving stream and preferably straight throughout its length. If a curve is needed to fit site conditions, place it in the upper section of the apron.

9. Immediately after construction, stabilize all disturbed areas with vegetation (Practices 6.10, *Temporary Seeding*, and 6.11, *Permanent Seeding*).

Maintenance

Inspect riprap outlet structures weekly and after significant (1/2 inch or greater) rainfall events to see if any erosion around or below the riprap has taken place, or if stones have been dislodged. Immediately make all needed repairs to prevent further damage.

References

Surface Stabilization
6.10, Temporary Seeding
6.11, Permanent Seeding
6.15, Riprap

Appendix
8.06, Design of Riprap Outlet Protection

Rice, C.E., Kadavy, K.C. "Riprap Design for Pipe Spillways at $-1 < TWD < 0.7$". Presented at the December 13, 1994 International Winter Meeting, American Society of Agricultural Engineers, Paper Number 94254.

Rice, C.E. and K.C. Kadavy. 1994. Plunge Pool Design at Submerged Pipe Spillway Outlets. Transactions of the ASAE 37(4):1167-1173.

FHWA. 1983. Hydraulic Design of Energy Dissipators for Culverts and Channels. Hydraulic Engineering Circular Number 14.

OUTLET PROTECTION

NTS

RAFTING AND DESIGN SERVICES, INC.
6728 CARBONTON ROAD
Sanford, North Carolina 27330
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draftinganddesign@ymail.com

BUTLER MINE BORROW SOURCE SPECIAL USE PERMIT

BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

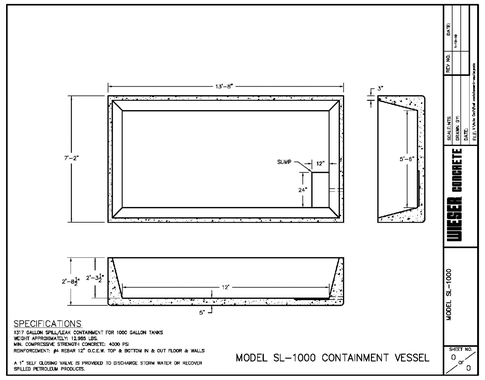
CONSTRUCTION DETAILS

REVISIONS

PRELIMINARY NOT FOR CONSTRUCTION

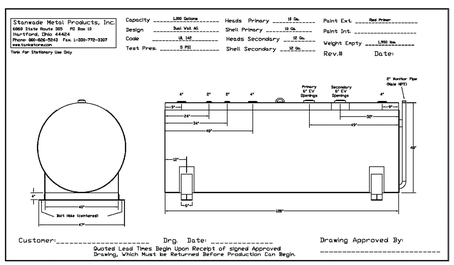
Scale: NTS	Drawn by: MTB
Sheet: C13 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

File: Z:\2022\2022-03 Butler Quarry - Pender County - Vincent\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022



FUEL STORAGE SECONDARY CONTAINMENT

NTS



FUEL STORAGE (1,000 GAL)

NTS

RAFTING AND DESIGN SERVICES, INC.
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BUTLER MINE BORROW SOURCE SPECIAL USE PERMIT

BLACK RIVER CLUB ROAD
PENDER COUNTY, NORTH CAROLINA

CONSTRUCTION DETAILS

REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION

Scale: NTS	Drawn by: MTB
Sheet: C14 of 14	Designed by: MTB
	Reviewed by: MTB
Project Number: 2022-03	Date: MAY 2022

File: Z:\2022\2022-03 Butler Quarry - Pender County - Vincent\2022.04.29 - PENDER COUNTY MINE SUP PLAN.dwg Print Date: 5/4/2022

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Chris Hatcher
DATE:	June 20, 2022
SUBJECT:	SUP 2022-31

SUMMARY:
Brent Brinson, applicant, on behalf of Focus Broadband/ATMC, owner, is requesting approval of a Special Use Permit for the development of eight telecommunication substations for the following parcels identified by Pender County PINs: 4264-49-8903-0000, 2285-63-1790-0000, 3383-78-7623-0000, 2255-05-6296-0000, 2299-71-6231-0000, 3330-68-3623-0000, 2394-17-3873-0000, and 2248-59-8725-0000. There are eight locations proposed for the Special Use Permit located withinthe Burgaw, Caswell, Grady, Holly, Topsail, and Union townships. The uses are proposed within the RA, Rural Agriculture; RP, Residential Performance; and O&I, Office and Institutional zoning districts, with each site being approximately .05 acres in size.

ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Individual Site Information
3. General SUP Provisions
4. Project Narrative
5. Individual Site Applications and Site Plans

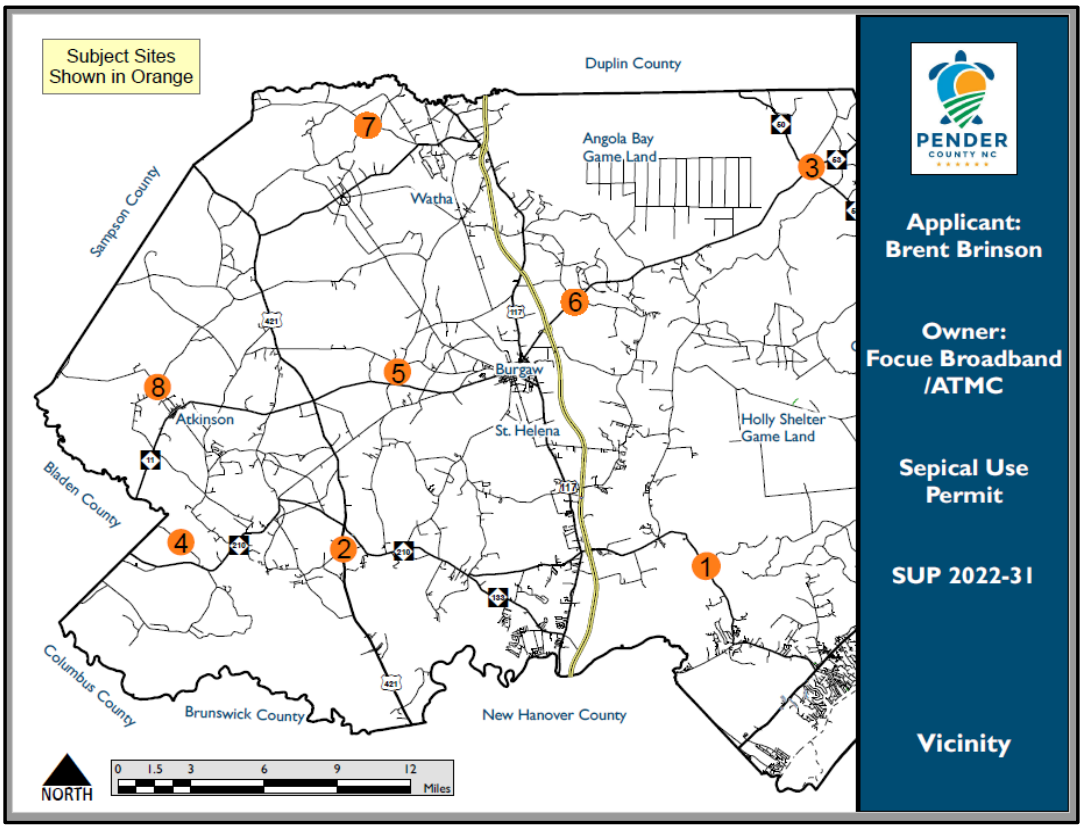
STAFF REPORT FOR SUP 2022-31
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-31
Hearing Date	June 20, 2022 Board of County Commissioners
Applicant	Brent Brinson
Property Owners	FOCUS Broadband/ATMC
Parcel Identification Numbers	3264-49-8903-0000, 2285-63-1790-0000, 3383-78-7623-0000, 2255-05-6296-0000, 2299-71-6231-0000, 3330-68-3623-0000, 2394-17-3873-0000, 2248-59-8725-0000
Acreage	0.42
Township(s)	Burgaw, Caswell, Grady, Holly, Topsail, Union
Zoning District(s)	RA, Rural Agricultural, RP, Residential Performance, O&I, Office and Institutional
Pender 2.0 Future Land Use Category	Rural Agriculture, Neighborhood Mixed Use

SPECIAL USE PERMIT PROPOSAL
Brent Brinson, applicant, on behalf of Focus Broadband/ATMC, owner, is requesting approval of a Special Use Permit for the development of eight telecommunication substations for the following parcels identified by Pender County PINs: 3264-49-8903-0000, 2285-63-1790-0000, 3383-78-7623-0000, 2255-05-6296-0000, 2299-71-6231-0000, 3330-68-3623-0000, 2394-17-3873-0000, 2248-59-8725-0000. There are eight locations proposed for the Special Use Permit located within the Burgaw, Caswell, Grady, Holly, Topsail, and Union townships. The uses are proposed within the RA, Rural Agricultural, RP, Residential Performance and O&I, Office and Institutional zoning districts, with each site approximately .05 acres in size.
LOCATION
The eight subject properties are located in the Burgaw, Caswell, Grady, Holly, Topsail, and Union, Townships.

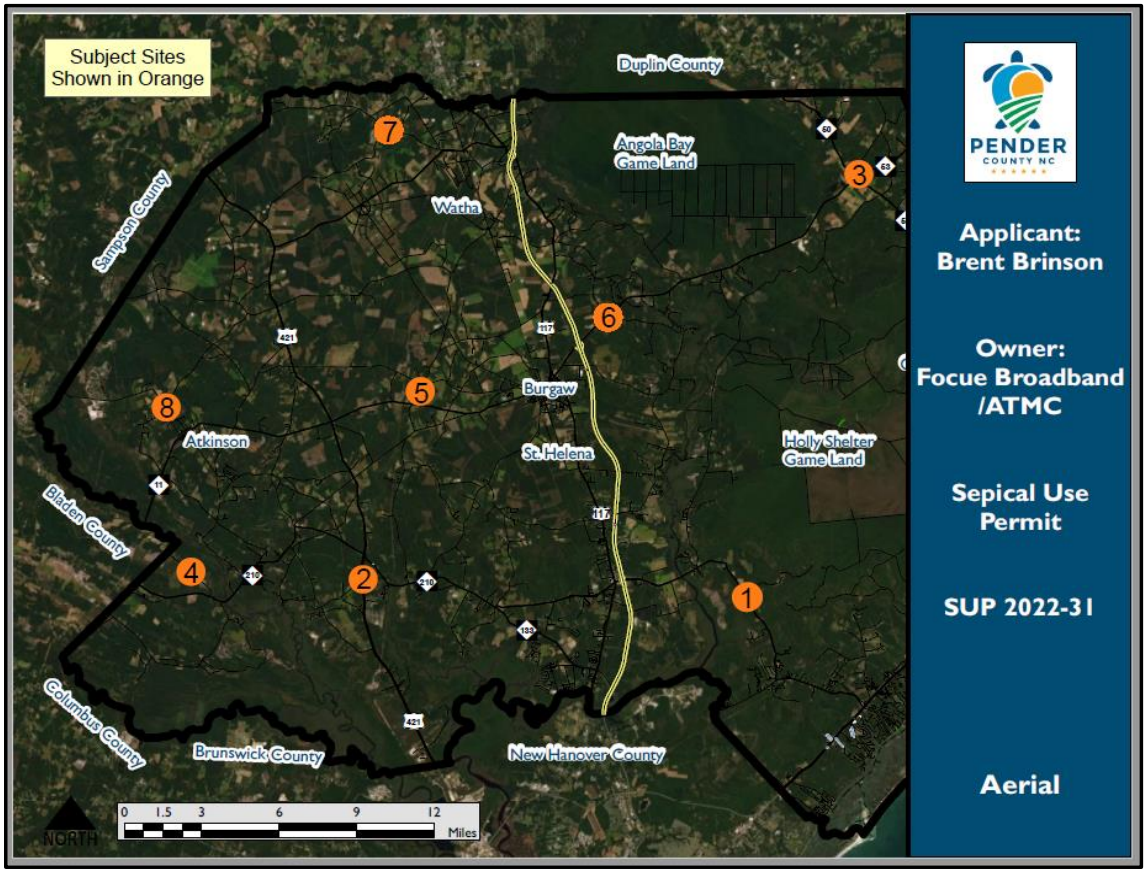
SPECIAL USE PERMIT SITES LOCATIONS

Site	Road	Location
1.	NC HWY 210	3264-49-8903-0000
2.	Montague Rd	2285-63-1790-0000
3.	NC HWY 53 E	3383-78-7623-0000
4.	Morgan Rd	2255-05-6296-0000
5.	Horse Branch Rd	2299-71-6231-0000
6.	NC HWY 53 E	3330-68-3623-0000
7.	Willard Rd	2394-17-3873-0000
8.	Beattys Bridge Rd	2248-59-8725-0000



SPECIAL USE PERMIT PROPOSAL

The applicant is seeking approval of a Special Use Permit for the development of eight sites for minor telecommunication facilities. The subject properties are in the RA, Rural Agricultural, RP, Residential Performance, and O&I, Office and Institutional zoning district and consists of eight separate parcels. According to the applicant's narrative Atlantic Telephone Membership Corporation (doing business as FOCUS Broadband) has been awarded a USDA grant to help bring broadband internet services to portions of rural Pender County. The project will make this service available to approximately 5,439 eligible households estimated to be 17,350 residents in the rural communities.



Hours of Operation

According to the applicant, the sites will be closed to the public and will be visited two to three times a month for routine maintenance during the hours of 8 am to 5 pm Monday through Friday.

Access
The sites are accessed directly from public roadways, including NC HWY 210, Montague Rd, NC HWY 53, Morgan Rd, Horse Branch Rd, Willard Rd, and Beattys Bridge Rd. The applicant will be required to obtain any permits required through NCDOT to expand access to the sites.

Traffic
A Traffic Impact Analysis (TIA) will not be required for the proposed special use permit. At this time traffic is yet to be determined for this development but the development of the site will create minimal traffic per the applicant. With each sites construction being under 2500 sq ft, major site review will not be required.

NCDOT Average Annual Daily Traffic (AADT)

Site	Road	Location	Volume	Capacity	V/C
1.	NC HWY 210	3264-49-8903-0000	5200***	20943	.25
2.	Montague Rd	2285-63-1790-0000	420*	13894	.03
3.	NC HWY 53 E	3383-78-7623-0000	3000***	14700	.20
4.	Morgan Rd	2255-05-6296-0000	150**	7700	.02
5.	Horse Branch Rd	2299-71-6231-0000	800***	10000	.08
6.	NC HWY 53 E	3330-68-3623-0000	5600***	10000	.56
7.	Willard Rd	2394-17-3873-0000	750***	7700	.10
8.	Beattys Bridge Rd	2248-59-8725-0000	1300***	9200	.09

[1]*Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2016*, 2019**,2020****
[2]*Information for Capacity is planned capacity*

Because a Traffic Impact Analysis (TIA) is not required to be completed for the granting of this SUP no traffic analysis has been performed. The data that was compiled from NCDOT shows that no site will exceed planned compacity. The traffic impact will not create such an impact that a TIA would be required.

Landscaping and Buffers

Developments in all districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject sites will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when site-specific development plans are submitted.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along all street boundaries of the Development
Type C	Along all boundaries adjacent to single family residential uses or residential lots with a parcel size of less than 1 acre and when a single family structure is within 50' of the boundary of the development
Type B	Along all other non-street boundaries

Signage
Any proposed signage shall be required to be in conformance with the standards of the Unified Development Ordinance.

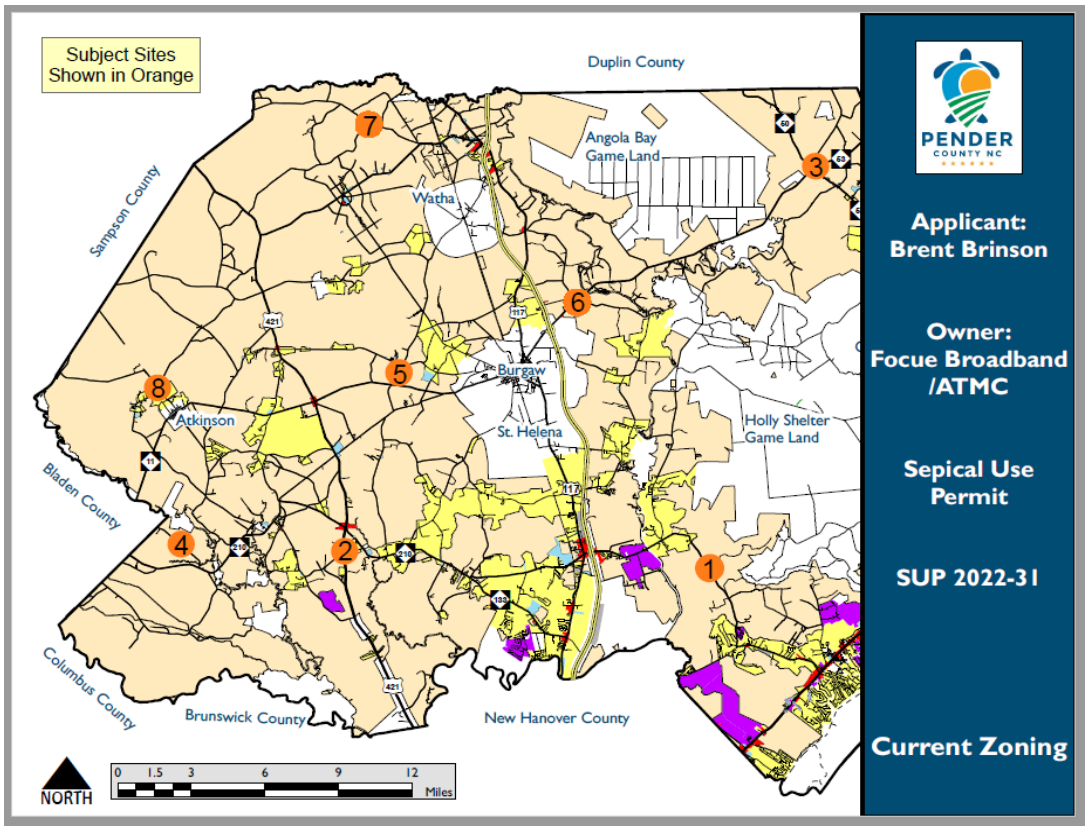
Utilities
The proposed project will not be utilizing any utilities. If utilities are needed the applicant shall apply with Pender County's Environmental Health department for septic and well permit prior to obtaining zoning approval.

ENVIRONMENTAL CONCERNS
Please see Attachment 1.

EVALUATION

Basis for Granting SUP
Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance.

Zoning and Existing Land Use in Area
For the current zoning and existing land use please see Attachment 1.



CHARACTERISTICS OF THE SURROUNDING AREA

Please see Attachment 1.

Unified Development Ordinance Compliance

The Pender County Unified Development Ordinance (UDO) defines Telecommunications Facilities in the RA, Rural Agricultural, RP, Residential Performance, and in the O&I, Office and Institutional zoning district. For this SUP one use is being requested for the development of eight sites. See use below.

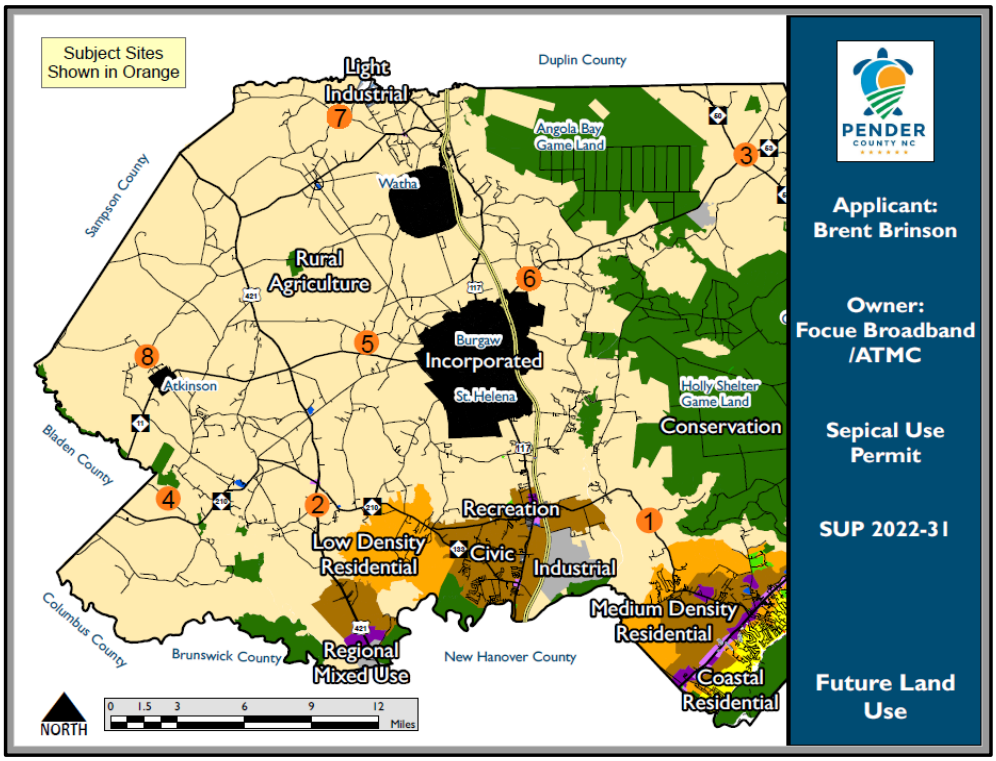
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	SD

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

Site	Road	Location	Current Zoning	Pender 2.0 FLU Classification
1.	NC HWY 210	3264-49-8903-0000	RA	Rural Agriculture
2.	Montague Rd	2285-63-1790-0000	RA	Rural Agriculture
3.	NC HWY 53 E	3383-78-7623-0000	RP	Neighborhood Mixed Use
4.	Morgan Rd	2255-05-6296-0000	RA	Rural Agriculture
5.	Horse Branch Rd	2299-71-6231-0000	O&I	Rural Agriculture
6.	NC HWY 53 E	3330-68-3623-0000	RA	Rural Agriculture
7.	Willard Rd	2394-17-3873-0000	RA	Rural Agriculture
8.	Beattys Bridge Rd	2248-59-8725-0000	RP	Rural Agriculture

Below: Future Land Use Map



As shown in the table above, sites 1, 2, 4, 5, 6, 7 and 8 are classified as Rural Agriculture and site 3 is classified as Neighborhood Mixed Use in the Pender County 2.0: Comprehensive Land Use Plan's Future Land Use Map. The Rural Agriculture future land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it has the potential to provide a resource to nearby residents. The project would increase internet service access to the more rural and sparsely populated areas of Pender County. Neighborhood Mixed Use allows for a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The proposed use is also consistent with Neighborhood Mixed Use future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it is a non-residential use that will provide a service to residents within a three mile radius and has the potential to provide a resource to nearby residents. The project would increase access to internet service in the more rural and sparsely populated areas of Pender County. The neighborhood mixed use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three mile radius. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses.

In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

Goal 4.7: Enhance broadband internet services to underserved communities throughout the County to increase the economical and lifestyle opportunities provided by broadband internet service.
Objective 4.7: The County shall take actions to coordinate with internet service providers (ISPs) and other similar entities in an effort to enhance broadband internet coverage in areas that area currently underserved.

> **Policy 4.7.A: Broadband Expansion:** The County supports the installation and expansion of broadband internet services to areas of the County that are currently underserved by working with developers and ISPs on the expansion of services.
> **Policy 4.7.B: Underserved Areas:** The County shall support the expansion of current broadband internet coverage to areas that are both serviced and underserved by utilizing existing facilities and supporting the expansion of existing and new networks.
>
> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

The proposed non-residential use is consistent with the above policies because it can provide needed internet services to residents, businesses, and visitors, with very minimal impacts on

traffic. The proposed use was not found to conflict with any goal, objective, or policy within the Pender 2.0 Comprehensive Land Use Plan.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Development Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and operator and shall continue in affect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

ENVIRONMENTAL CONCERNS SITE 1	
Special Flood Hazard Areas	One of the subject properties PIN: 3264-49-8903-0000 does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 3264-49-8903-0000 may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 1 PIN: 2285-63-1790-0000		
	LAND USE	**ZONING**
North	Undeveloped	RA, Rural Agricultural,
East	Commercial	RA, Rural Agricultural
South	Undeveloped, Residential	RA, Rural Agricultural
West	Undeveloped	RA, Rural Agricultural

ENVIRONMENTAL CONCERNS SITE 2	
Special Flood Hazard Areas	One of the subject properties PIN: 2285-63-1790-0000 does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 2285-63-1790-0000 may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 2 PIN: 2285-63-1790-0000		
	LAND USE	**ZONING**
North	Undeveloped	RA, Rural Agricultural
East	Residential	RA, Rural Agricultural, RP, Residential Performance
South	Undeveloped	RA, Rural Agricultural
West	Undeveloped, US HWY 421	RA, Rural Agricultural

ENVIRONMENTAL CONCERNS SITE 3	
Special Flood Hazard Areas	One of the subject properties PIN: 3383-78-7623-0000 may contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 3383-78-7623-0000 may not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 3 PIN: 3383-78-7623-0000		
	LAND USE	**ZONING**
North	Undeveloped, NC HWY 53	RA, Rural Agricultural, GB, General Business
East	Residential	RP, Residential Performance
South	Commercial	GB, General Business
West	Undeveloped, Residential	GB, General Business

ENVIRONMENTAL CONCERNS SITE 4	
Special Flood Hazard Areas	One of the subject properties PIN: 2255-05-6296-0000 does contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 2255-05-6296-0000 may not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 4 PIN: 2255-05-6296-0000		
	LAND USE	**ZONING**
North	Undeveloped	RA, Rural Agricultural
East	Residential, Undeveloped	RA, Rural Agricultural
South	Undeveloped	RA, Rural Agricultural
West	Residential, Undeveloped	RA, Rural Agricultural

ENVIRONMENTAL CONCERNS SITE 5	
Special Flood Hazard Areas	One of the subject properties PIN: 2299-71-6231-0000 does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 2299-71-6231-0000 may not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 5 PIN: 2299-71-6231-0000		
	LAND USE	**ZONING**
North	Undeveloped, Residential	RA, Rural Agricultural, RP Residential Performance
East	Undeveloped, School (Pender High)	RA, Rural Agricultural, OI Office and Institutional
South	Undeveloped, School (Pender High)	RA, Rural Agricultural, OI Office and Institutional
West	Undeveloped, Residential	RA, Rural Agricultural, RP Residential Performance

ENVIRONMENTAL CONCERNS SITE 6	
Special Flood Hazard Areas	One of the subject properties PIN: 3330-68-3623-0000 does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 3330-68-3623-0000 does not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 6 PIN: 3330-68-3623-0000		
	LAND USE	**ZONING**
North	Residential	RA, Rural Agricultural
East	Undeveloped	RA, Rural Agricultural
South	Undeveloped, Communication Tower	OI Office and Institutional
West	Residential	RA, Rural Agricultural

ENVIRONMENTAL CONCERNS SITE 7	
Special Flood Hazard Areas	One of the subject properties PIN: 2394-17-3873-0000 does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 2394-17-3873-0000 dose not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 7 PIN: 2394-17-3873-0000		
	LAND USE	**ZONING**
North	Residential	RA, Rural Agricultural
East	Residential	RA, Rural Agricultural
South	Residential	RA, Rural Agricultural
West	Residential, Place of Worship	RA, Rural Agricultural

ENVIRONMENTAL CONCERNS SITE 8	
Special Flood Hazard Areas	One of the subject properties PIN: 2248-59-8725-0000 does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property PIN: 2248-59-8725-0000 does not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

CHARACTERISTICS OF THE SURROUNDING AREA SITE 8 PIN: 2248-59-8725-0000		
	LAND USE	**ZONING**
North	Undeveloped, Residential	RP, Residential Performance
East	Undeveloped, Residential	RP, Residential Performance
South	Undeveloped	RP, Residential Performance
West	Residential	RA, Rural Agricultural

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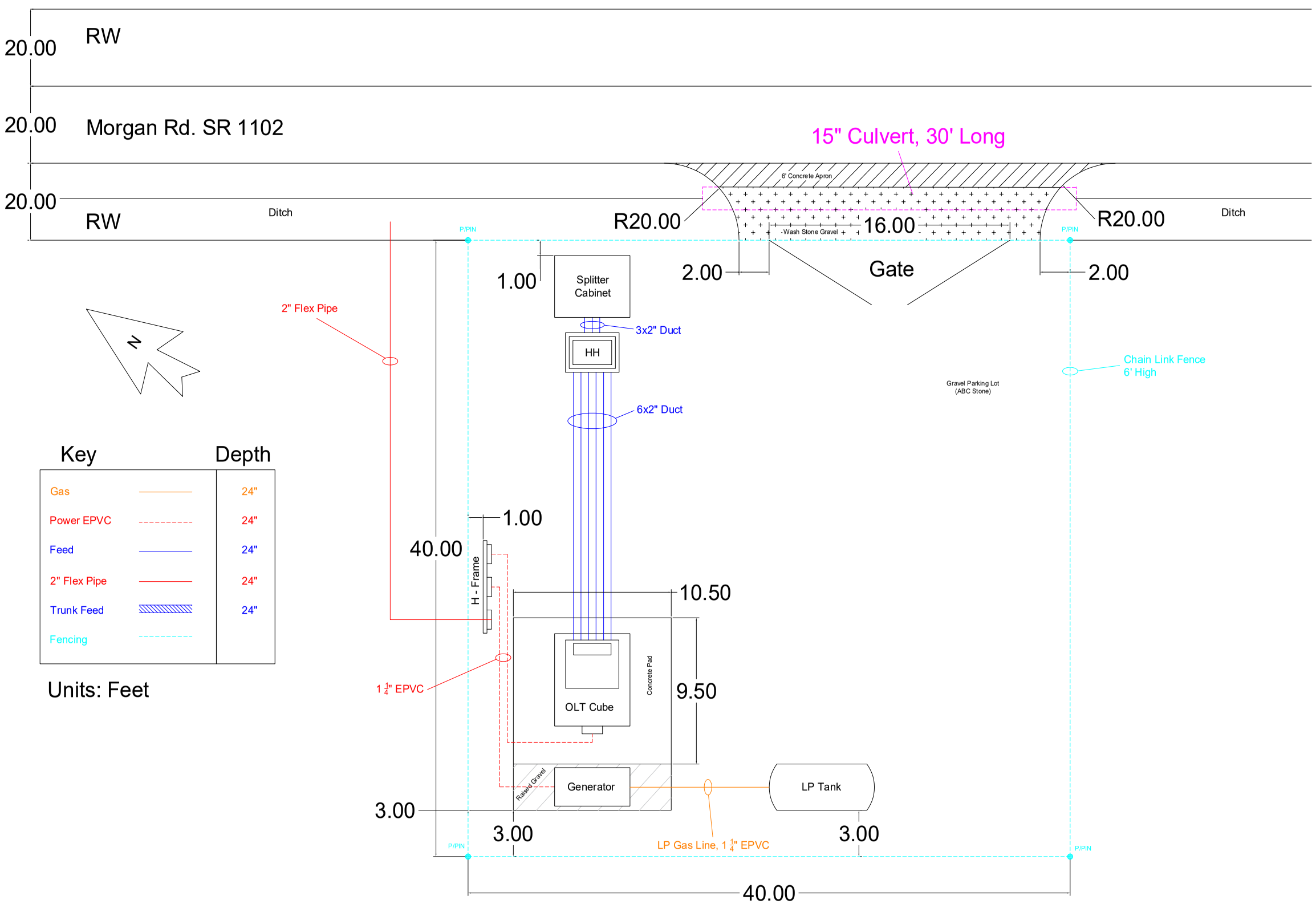


STATE OF NORTH CAROLINA PENDER COUNTY (Exempt)

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy /AE 7/30/21
Review Officer Date

NO APPROVAL REQUIRED
GHS
INITIALS
Pender County Planning Dept.

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Doc No: 20087890
Recorded: 07/30/2021 03:00:09 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 66 - 66 (1)

Register of Deeds

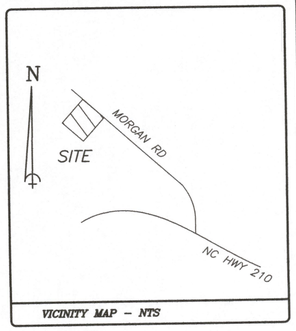
By

.M.)

, Slide No._____.

SURVEY REFERENCE:
A PART OF DEED BOOK 371 AT PAGE 516,
A PART OF PIN: 2255-16-4711-0000
PENDER COUNTY REGISTRY

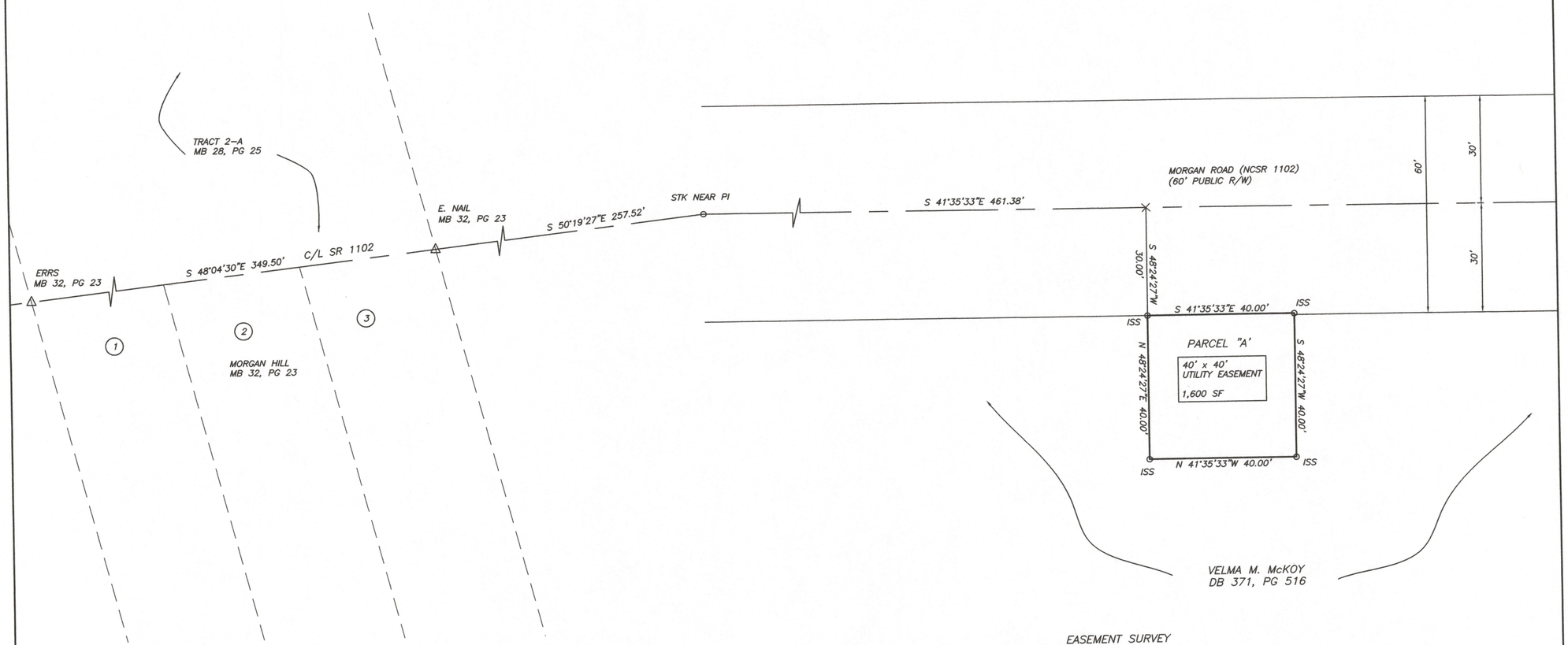
NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANEL: 370344 2244 L, DATED 12/06/2019, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (MB 32, PG 23).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000 FEET.
7. NO KNOWN EASEMENTS OF RECORD.
8. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
9. PROPERTY ZONED RA PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:

- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY



CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

this 30th day of July, AD, 2021.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

CANETUCK SITE ON MORGAN ROAD, KELLY NC

GRADY TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' JUNE 2021

20 0 20 40 60
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-CANETUCK

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

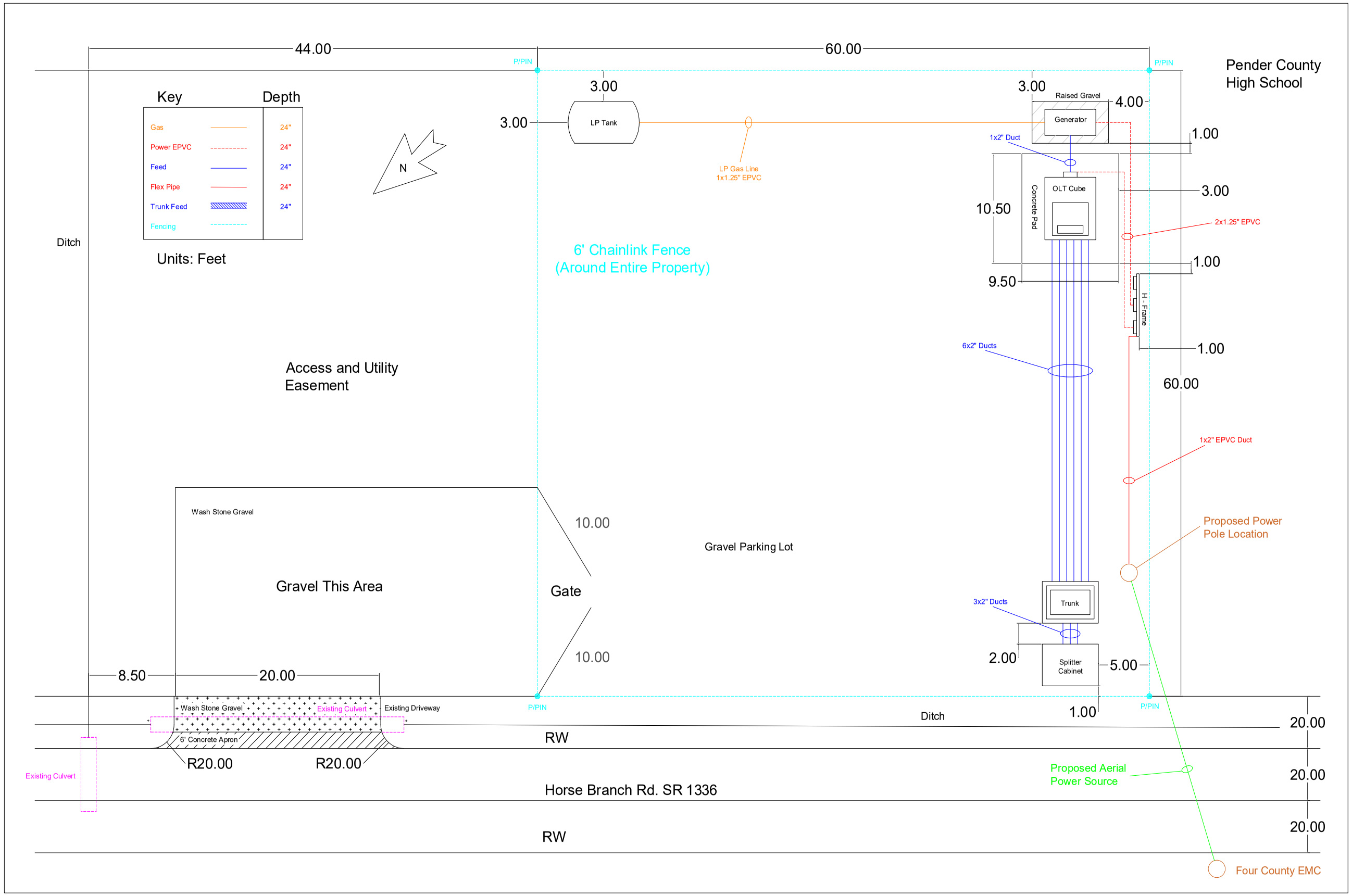
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2299-71-6231-0000	**Total property acreage:** .08	
Zoning Classification:		**Acreage to be disturbed:** .08	
Project Address :	1700 Horse Branch Rd (SR1336)	**NAICS Code:**	
Description of Project Location:	2800'ft N from Intersection of Hwy 53 Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	5/13/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Burgaw OLT


44.00
60.00
P/PIN
P/PIN
Pender County
High School
Key
Depth
Gas
24"
Power EPVC
24"
Feed
24"
Flex Pipe
24"
Trunk Feed
24"
Fencing
Units: Feet
N
Ditch
3.00
3.00
LP Tank
LP Gas Line
1x1.25" EPVC
3.00
Raised Gravel
4.00
Generator
1x2" Duct
1.00
3.00
OLT Cube
Concrete Pad
10.50
2x1.25" EPVC
1.00
9.50
H - Frame
6x2" Ducts
1.00
60.00
6' Chainlink Fence
(Around Entire Property)
Access and Utility
Easement
1x2" EPVC Duct
Wash Stone Gravel
10.00
Gravel Parking Lot
Proposed Power
Pole Location
Gravel This Area
Gate
Trunk
3x2" Ducts
10.00
2.00
Splitter
Cabinet
5.00
8.50
20.00
Wash Stone Gravel
Existing Culvert
Existing Driveway
P/PIN
Ditch
1.00
P/PIN
20.00
RW
6' Concrete Apron
R20.00
R20.00
Existing Culvert
Proposed Aerial
Power Source
20.00
Horse Branch Rd. SR 1336
20.00
RW
Four County EMC

STATE OF NORTH CAROLINA PENDER COUNTY (Exempt)

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy/AE 7/30/21
Review Officer Date

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Doc No: 20087889
Recorded: 07/30/2021 03:00:08 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 65 - 65 (1)
Register of Deeds

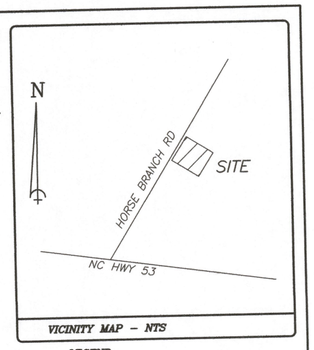
By

I.)

_, Slide No._____.

SURVEY REFERENCE:
A PART OF DEED BOOK 456 AT PAGE 234,
A PART OF PIN: 2299-71-6231-0000
PENDER COUNTY REGISTRY

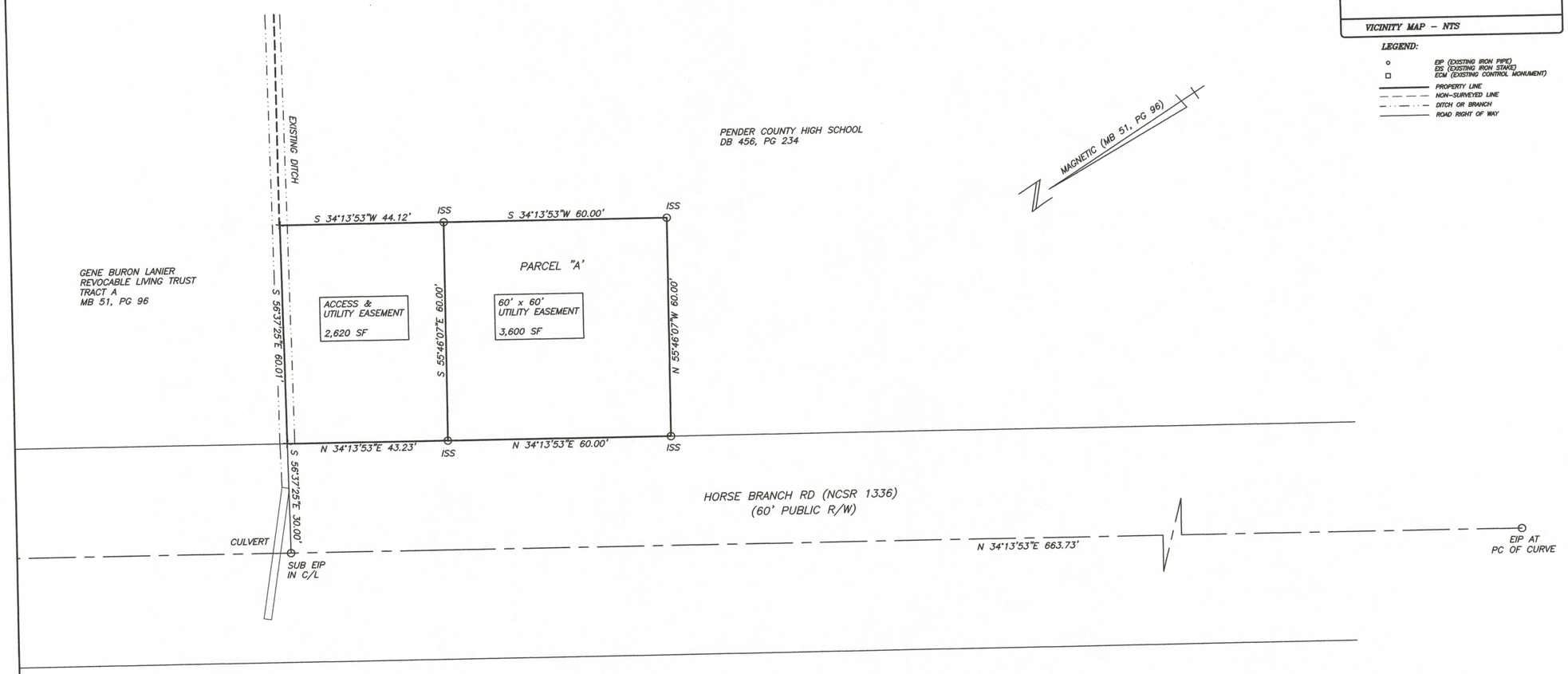
NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANEL: 370344 2299 J, DATED 02/16/2007, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (MB 51, PG 96).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000 FEET.
7. NATURAL DRAINAGE TO EXISTING DITCHES AS SHOWN.
8. NO KNOWN EASEMENTS OF RECORD.
9. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
10. PROPERTY ZONED O&I PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:

- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY



NO APPROVAL REQUIRED
GHS
INITIALS
Pender County Planning Dept.

CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

the 30th day of July, AD, 2021.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson 7/30/2021
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

AT PENDER HIGH SCHOOL

BURGAW TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' JUNE 2021

20 0 20 40 60
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-PENDER HIGH

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

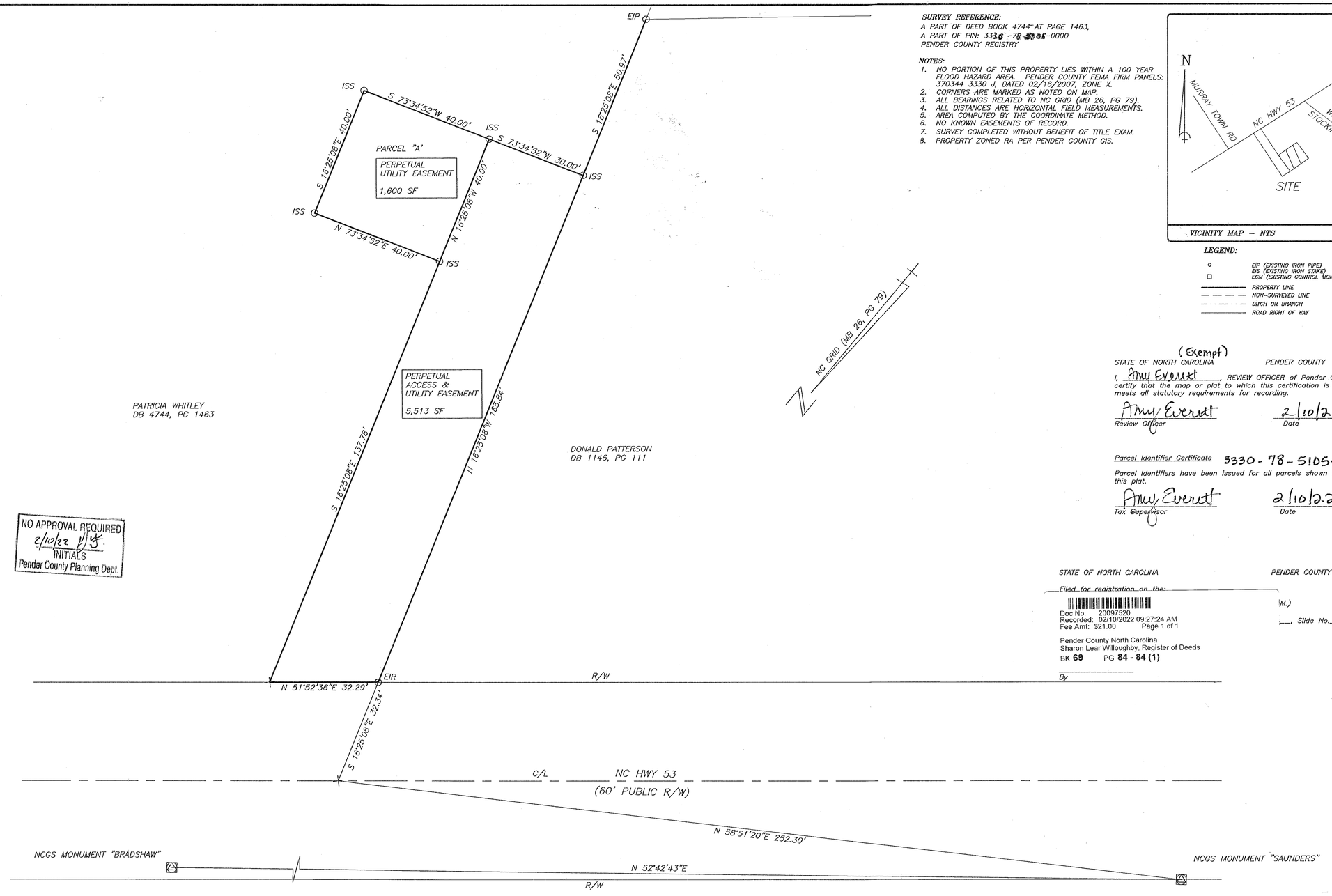
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3330-68-3623-0000	**Total property acreage:** .04	
Zoning Classification:		**Acreage to be disturbed:** .04	
Project Address :	3938 NC Hwy 53	**NAICS Code:**	
Description of Project Location:	850'ft E from Intersection of Murraytown Rd (SR1503) Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	5/13/2022
Owner's Signature	Brent Brinson	**Date:**	5/13/2022

NOTICE TO APPLICANT

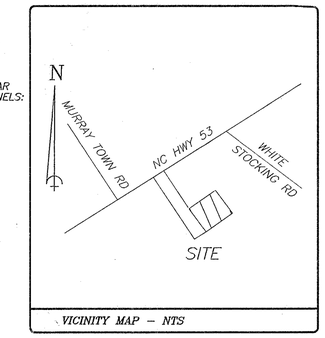
1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**



NO APPROVAL REQUIRED
2/10/22 DJ
INITIALS
Pender County Planning Dept.

SURVEY REFERENCE:
A PART OF DEED BOOK 4744 AT PAGE 1463,
A PART OF PIN: 3330 -78 -5105-0000
PENDER COUNTY REGISTRY

NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANELS: 370344 3330 J, DATED 02/16/2007, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO NC GRID (MB 26, PG 79).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN EASEMENTS OF RECORD.
7. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
8. PROPERTY ZONED RA PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:

- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY

STATE OF NORTH CAROLINA PENDER COUNTY

(Exempt)

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Amy Everett 2/10/22
Review Officer Date

Parcel Identifier Certificate 3330-78-5105-0000

Parcel Identifiers have been issued for all parcels shown on this plat.

Amy Everett 2/10/22
Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Filed for registration on the: _____ (A.M.)

Doc No: 20097520
Recorded: 02/10/2022 09:27:24 AM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 69 PG 84 - 84 (1)

By _____

CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal, this the 9TH day of FEBRUARY, AD, 2022.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson 2/09/2022
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

ANGOLA SITE OFF NC HWY 53, BURGAW NC

BURGAW TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' DECEMBER 2021

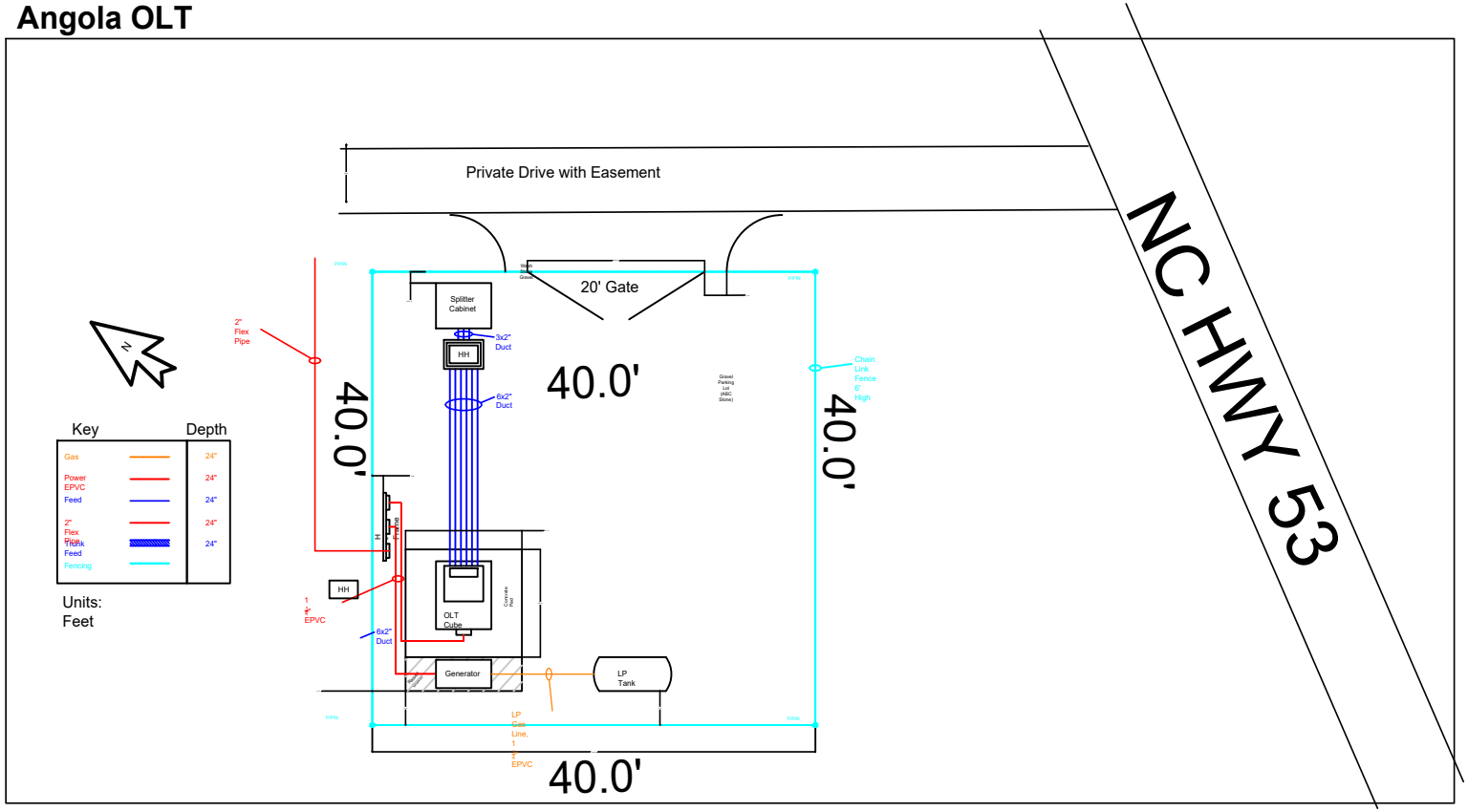
20 0 20 40 60
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-ANGOLA

MB 69 Pg 84

3839

Angola OLT



APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2394-17-3873-0000	**Total property acreage:** .04	
Zoning Classification:		**Acreage to be disturbed:** .04	
Project Address :	2286 Willard Rd	**NAICS Code:**	
Description of Project Location:	870' SE of Englishtown Rd Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	05/13/2022

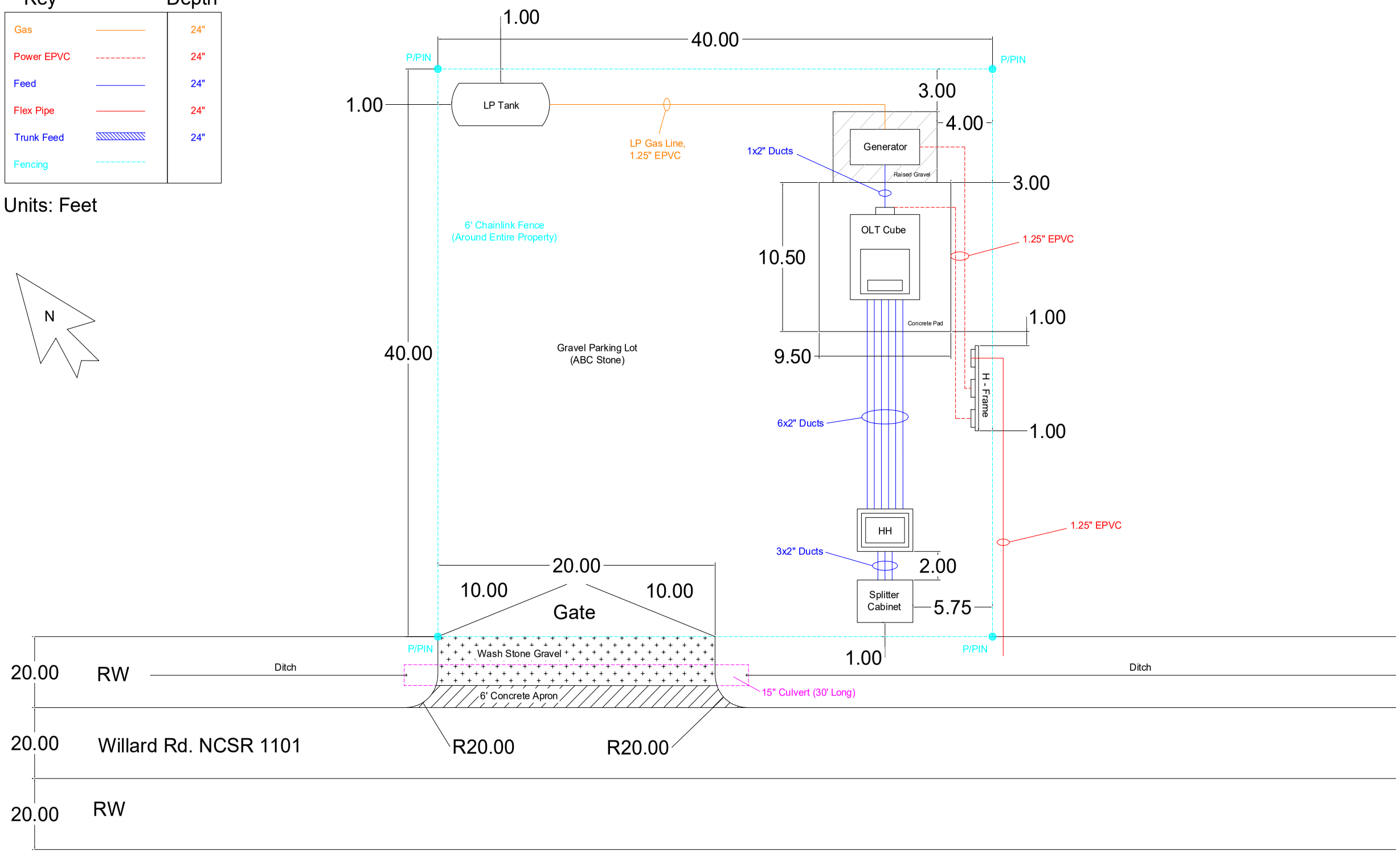
NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Wallace OLT

Key	Depth
Gas	24"
Power EPVC	24"
Feed	24"
Flex Pipe	24"
Trunk Feed	24"
Fencing	

Units: Feet



STATE OF NORTH CAROLINA PENDER COUNTY (Exempt)

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy/AE 7/30/21
Review Officer Date

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Doc No: 20087887
Recorded: 07/30/2021 03:00:06 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 63 - 63 (1)

Register of Deeds

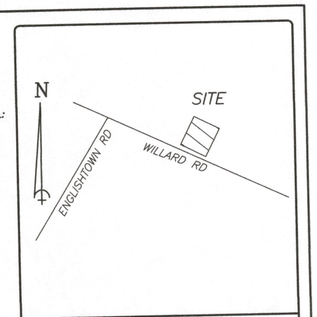
By

.)

, Slide No._____.

SURVEY REFERENCE:
A PART OF DEED BOOK 606 AT PAGE 269,
A PART OF PIN: 2394-18-0995-0000
PENDER COUNTY REGISTRY

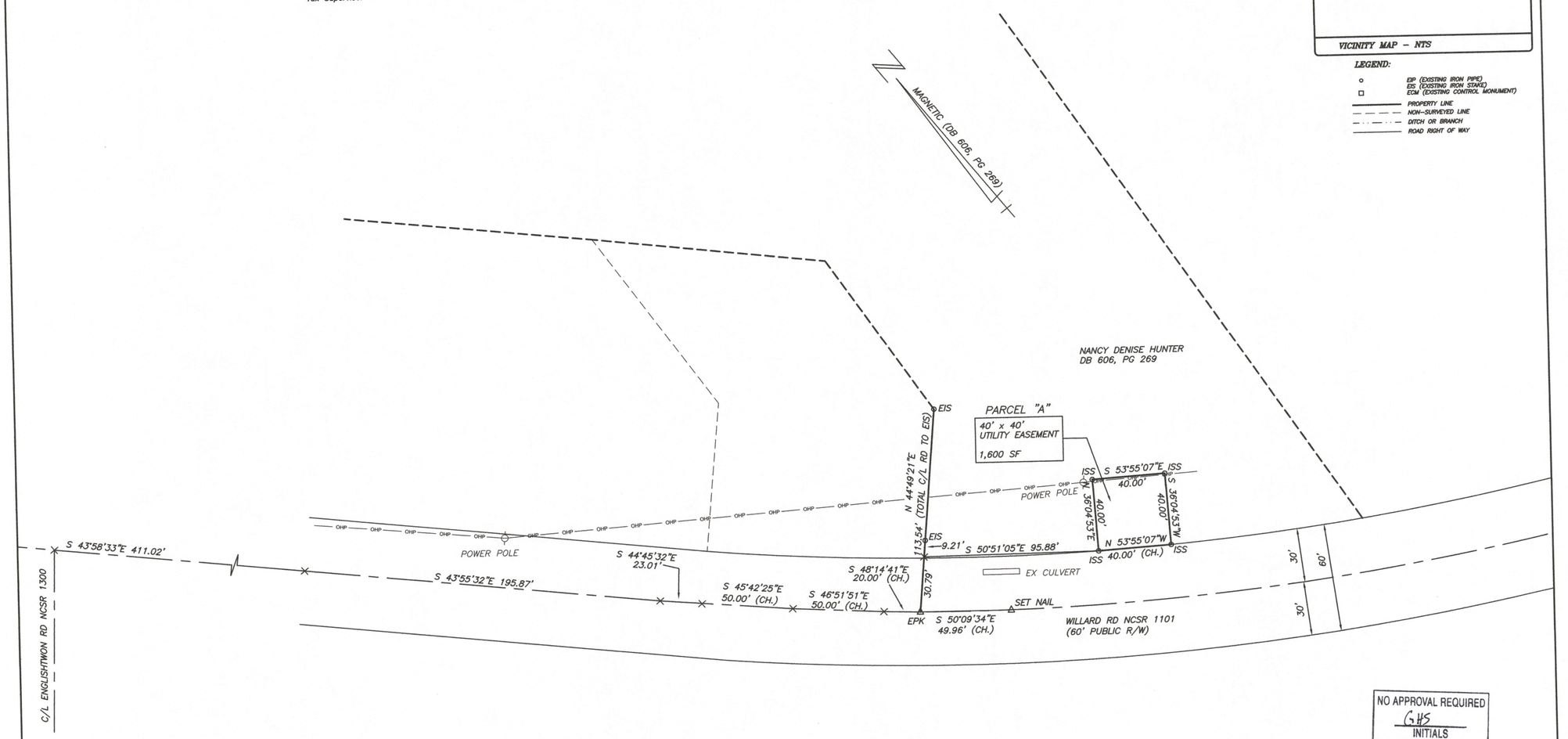
NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANEL: 370344 2394 J, DATED 02/16/2007, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (DB 606, PG 269).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000 FEET.
7. NATURAL DRAINAGE TO EXISTING DITCHES AS SHOWN.
8. NO KNOWN EASEMENTS OF RECORD.
9. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
10. PROPERTY ZONED RA PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:

- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY



NO APPROVAL REQUIRED
GHS
INITIALS
Pender County Planning Dept.

CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

the 30th day of July, AD, 2021.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson 7/30/2021
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

ON WILLARD ROAD

UNION TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 40' JULY 2021
REV: JULY 15, 2021 MOVED PARCEL "A" PER ATMC

40 0 40 80 120
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-WILLARD

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2248-59-8725-0000	**Total property acreage:** .04	
Zoning Classification:		**Acreage to be disturbed:** .04	
Project Address :	1373 Beattys Bridge Rd	**NAICS Code:**	
Description of Project Location:	80'ft from SR1201 Tuckahoe Rd Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	05/13/2022

NOTICE TO APPLICANT

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2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
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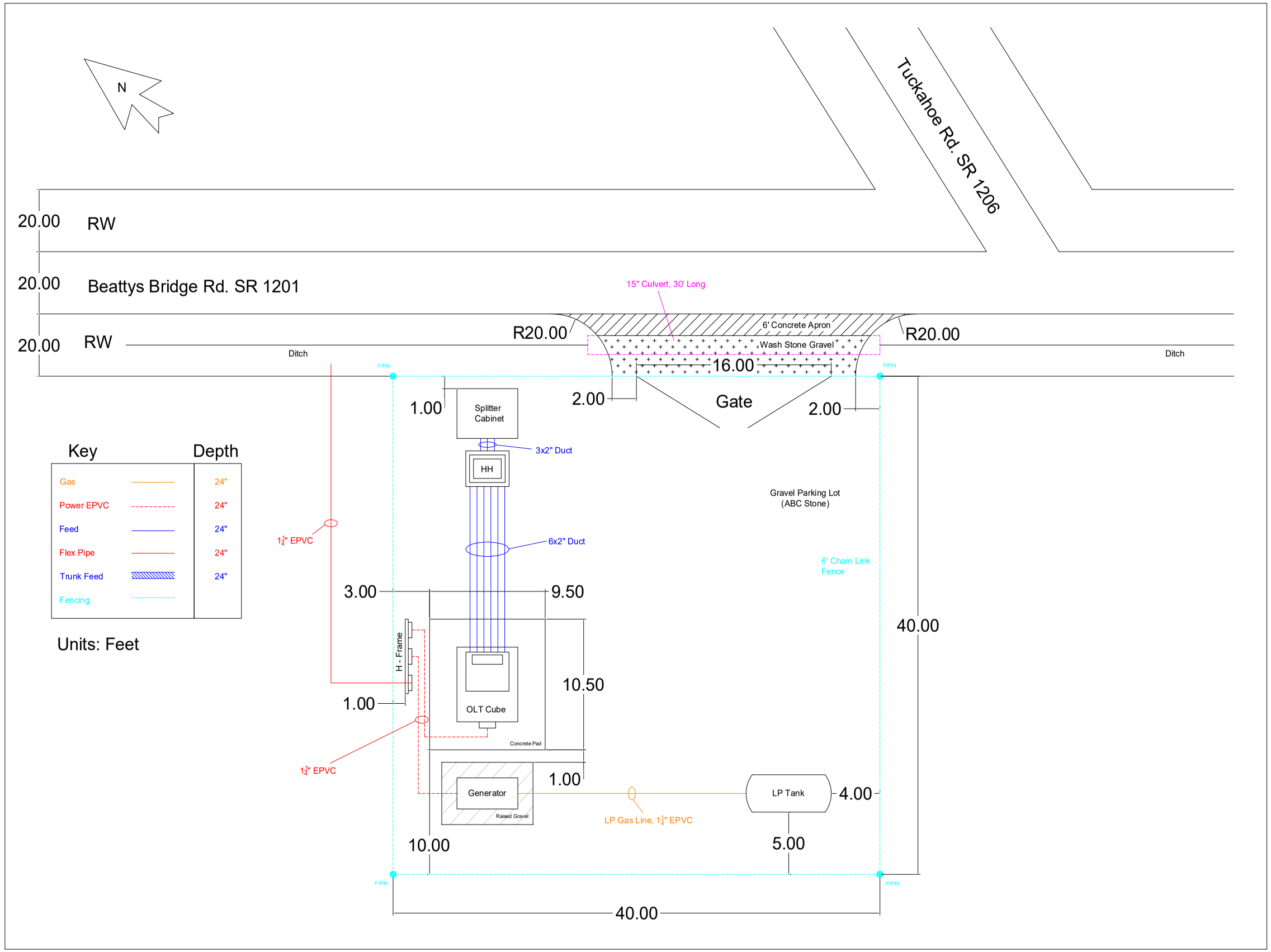
Caswell OLT


N
Tuckahoe Rd. SR 1206
20.00 RW
20.00 Beattys Bridge Rd. SR 1201
20.00 RW
Ditch
Ditch
15" Culvert, 30' Long
6' Concrete Apron
Wash Stone Gravel
R20.00
R20.00
16.00
2.00
Gate
2.00
1.00
Splitter Cabinet
3x2" Duct
HH
6x2" Duct
Gravel Parking Lot (ABC Stone)
6' Chain Link Fence
1¼" EPVC
3.00
9.50
40.00
H - Frame
10.50
1.00
OLT Cube
Concrete Pad
1¼" EPVC
1.00
Generator
Raised Gravel
LP Tank
4.00
LP Gas Line, 1¼" EPVC
10.00
5.00
40.00
Key
Depth
Gas 24"
Power EPVC 24"
Feed 24"
Flex Pipe 24"
Trunk Feed 24"
Fencing
Units: Feet

STATE OF NORTH CAROLINA PENDER COUNTY

I, Vanya Fatkell, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy / KF (exempt) — Review Officer

8-25-21 — Date

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Vanya Fatkell — Tax Supervisor

8-25-21 — Date

STATE OF NORTH CAROLINA PENDER COUNTY

Filed for registration on the:

and ... de No._____.

Doc No: 20089242
Recorded: 08/25/2021 01:46:15 PM
Fee Amt: $21.00 Page 1 of 1

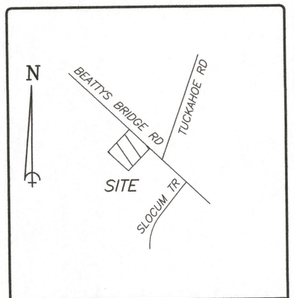
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 93 - 93 (1)

Re

By

SURVEY REFERENCE:
A PART OF DEED BOOK 642 AT PAGE 29,
A PART OF PIN: 2248-59-3731-0000
PENDER COUNTY REGISTRY

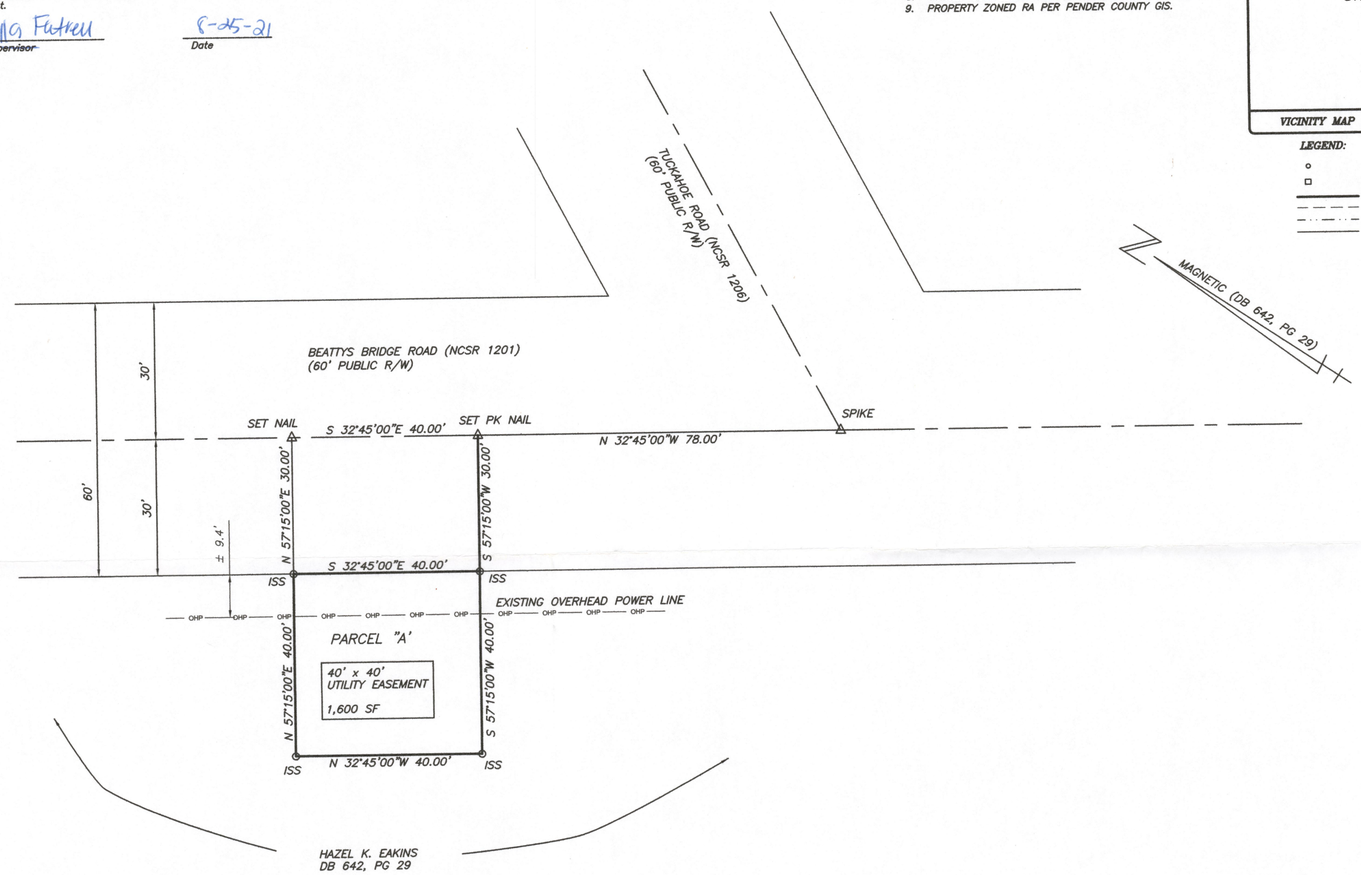
NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANEL: 370344 2248 J, DATED 02/16/2007, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (DB 642, PG 29).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000 FEET.
7. NO KNOWN EASEMENTS OF RECORD.
8. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
9. PROPERTY ZONED RA PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:

- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY



CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

the 25th day of August, AD, 2021.

Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

8/25/2021

Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

NORTH CAROLINA PROFESSIONAL SEAL L-2174 LAND SURVEYOR DANIEL H. THOMPSON

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

CASWELL SITE ON BEATTYS BRIDGE RD, ATKINSON NC

CASWELL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' AUGUST 2021

20 0 20 40 60
GRAPHIC SCALE – FEET

NO APPROVAL REQUIRED
KJS 8/25/2021
INITIALS
Pender County Planning Dept.

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-CASWELL

8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".
3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.

G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

A. With Site Specific Development Plan

1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.

2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: “Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date).”

PO Box 3198 · Shallotte, NC 28459
910-754-4311 · 888-367-2862
focusbroadband.com

May 13, 2022

Brent Brinson
FOCUS Broadband Engineering
640 Whiteville Road, NW
Shallotte, NW 28470

Pender County Planning and Community Development
PO Box 1519
Burgaw, NC 28425

To whom it may concern:

Atlantic Telephone Membership Corporation (dba FOCUS Broadband) has been awarded an USDA ReConnect Grant to help bring fast, reliable, and affordable broadband internet services to portions of rural Pender County. The project will make these services available to approximately 5,439 eligible households and an estimated 17,350 residents in the rural communities.

FOCUS Broadband must install eight OLT (Optical Line Termination) sites for the purpose of housing the Fiber Optic Network Equipment necessary to distribute high-speed internet throughout Pender County. These sites were specifically chosen because they a located in areas that will provide the best radius of coverage. The sites are typically 1600 to 3600 square ft in size. A typical site picture has been attached with the permit. These eight sites will be in the following communities:

- Angola
- Maple Hill
- Holly Shelter
- Burgaw
- Grady
- Caswell
- Canetuck
- Wallace

The eight sites will typically be visited 2-3 times a month for routine maintenance on the equipment. The majority of these visits will be done during normal business hours 8 to 5 (Mon – Fri). For maintenance that will require an interruption in services, that work would be done during FOCUS Broadband's standard maintenance window from 12 am to 5 am.

These sites will consist of a 49" W x 58" D x 74" H cabinet, power H-Frame, Generator and Propane tank. The Generator will only be used in the case of a commercial power outage to provide continuity of services. Each site will be enclosed with a 6 ft chain-link fence and will be rocked. The only utilities on the site will be commercial power service to the H-Frame and FOCUS Broadband's buried fiber optic cables installed in conduit. See below for what a typical OLT site looks like:

PO Box 3198 · Shallotte, NC 28459
910-754-4311 · 888-367-2862
focusbroadband.com

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focusbroadband.com

FOCUS Broadband has permits approved from the Army Corps of Engineers (SAW-2021-00532) as well as Erosion Control Permits from the NC Department of Environmental Quality (PENDE-2021-018). DOT driveway permits are being applied for currently for these sites.

Sincerely,

Brent Brinson

Brent Brinson
FOCUS Broadband
Director of OSP Engr

NOTES

1/ SEE KEY MAP FOR DETAILS OF FEED

2/ ALL DROPS ARE TO PROPERLY LABELLED AT PANEL LOCATIONS. DETAILS TO FEED.

3/ ALL REVISIONS ARE TO BE AUTHORIZED BY PLANNING DEPARTMENT.

4/ NOTIFY CONSTRUCTION DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION.

5/ ALL WORK MUST BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS.

DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 1 of 8

POWERING NOTES:

BONDING:

BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

GROUNDING:

GROUND ALL AMPLIFIER PEDESTAL LOCATION AND END-OF LINE PEDESTAL LOCATION USING A #6 AWG COPPER WIRE CONNECTED TO A 3M GROUND ROD OR 2M2 GROUND PLATE ELECTRODE BURIED .6M BELOW FINISHED GRADE LEVEL. (SEE DETAIL)

Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE: OLT Study

DATE: 5/12/2022

PROJECT : ReConnect

Location: Angola

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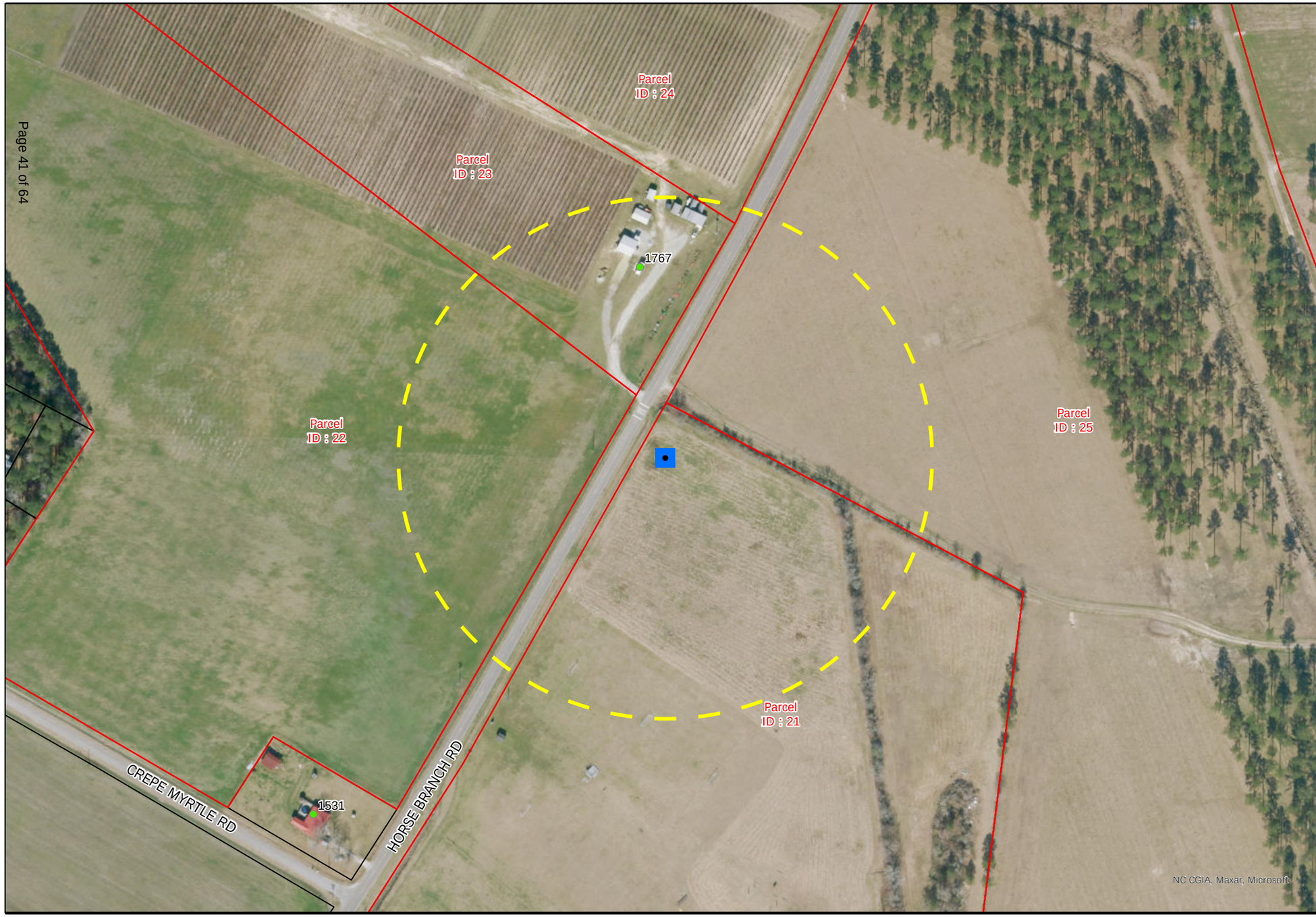
0 100 200 Feet

Parcel Information

OLT	Parcel ID	Address	PIN	CALCACRES	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_A	PROPERTY_D	DATE	SALE_PRIC	PLAT	ACCOUNT	TOWNSHIP	TNSH_DES	ACRES	LAND_VAL	BUILDING_	TOTAL_VA	DEED_BOO	DEED_PAG	PLATPAGE	PLATBOOK
Angola	47	3772 NC HWY 53 E	3330-58-7662-0000	0.90782	PROUKOU, THEODORE W	PO BOX 514	BURGAW	NC	28425	3772 NC HWY 53 E	LT 4 DOROTHY SAUNDERS ESTATE	6/25/2004	176000	NOPLAT	862772	101	BURGAW	0.92	23800	184992	208792	2418	35		
Angola	48	3806 NC HWY 53 E	3330-58-9709-0000	1.407012	BANNERMAN, RUSSELL CARL	7938 WENTWORTH PL	SPRINGFIE	VA	22152	3806 NC HWY 53 E	1.519 AC N/S 53	3/29/2010	74000	NOPLAT	927764	101	BURGAW	1.52	27600	71157	98757	3754	197		
Angola	49	3737 NC HWY 53 E	3330-67-3023-0000	58.816474	PENDER COUNTY BOARD OF EDUCATI	925 PENDERLEA HWY	BURGAW	NC	28425		ON NC HWY 53	<Null>	0	NOPLAT	590209	101	BURGAW	58.62	198860	5820	204680	766	959		
Angola	50	3834 NC HWY 53 E	3330-68-0878-0000	1.505476	BANNERMAN, RUSSELL CARL	7938 WENTWORTH PLACE	SPRINGFIE	VA	22152	3858 NC HWY 53 E	1.36 AC, ON 53 N/S 5 MI N/BURGAW	4/21/2020	0	NOPLAT	1006153	101	BURGAW	1.36	26800	143599	170399	4709	1894		
Angola	51	3839 NC HWY 53 E	3330-68-1599-0000	0.864806	PATTERSON, DONALD J	3839 HWY 53 EAST	BURGAW	NC	28425	3839 NC HWY 53 E	S/S NC 53 4 MI E/BURGAW	<Null>	0	NOPLAT	46827	101	BURGAW	0.95	24250	118653	142903	1146	111		
Angola	52	3941 NC HWY 53 E	3330-68-6962-0000	0.952376	COUNCIL, MAMIE LEE	3941 EAST HWY 53	BURGAW	NC	28425	3941 NC HWY 53 E	S/S RD 53 4 MI E/BURGAW	<Null>	0	NOPLAT	4676	101	BURGAW	0.75	21250	18305	39555	430	453		
Angola	53	<Null>	3330-69-3052-0000	1.429531	BANNERMAN, RUSSELL CARL	7938 WENTWORTH PLACE	SPRINGFIE	VA	22152		1.47 AC, PB 44/146,B/S NC HWY 53	4/21/2020	0	440146	1006152	101	BURGAW	1.47	6175	0	6175	4709	1892	44	146
Angola	54	3863 NC HWY 53 E	3330-78-5105-0000	69.8	WHITLEY, PATRICIA R	7810 CIVITA BLVD	SAN DIEGO	CA	92108	3863 NC HWY 53 E	69.80 AC,PB 44/146, B/S NC HWY 53	7/14/2007	0	440146	940219	101	BURGAW	69.8	163865	340	71466	2430	99	44	146
Angola	65	<Null>		0.04								<Null>	0		0			0	0	0	0				



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DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 2 of 8

POWERING NOTES:

BONDING:

BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

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Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE:

OLT Study

DATE:

5/12/2022

PROJECT :

ReConnect

Location:

Burgaw

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0 100 200 Feet

Parcel Information

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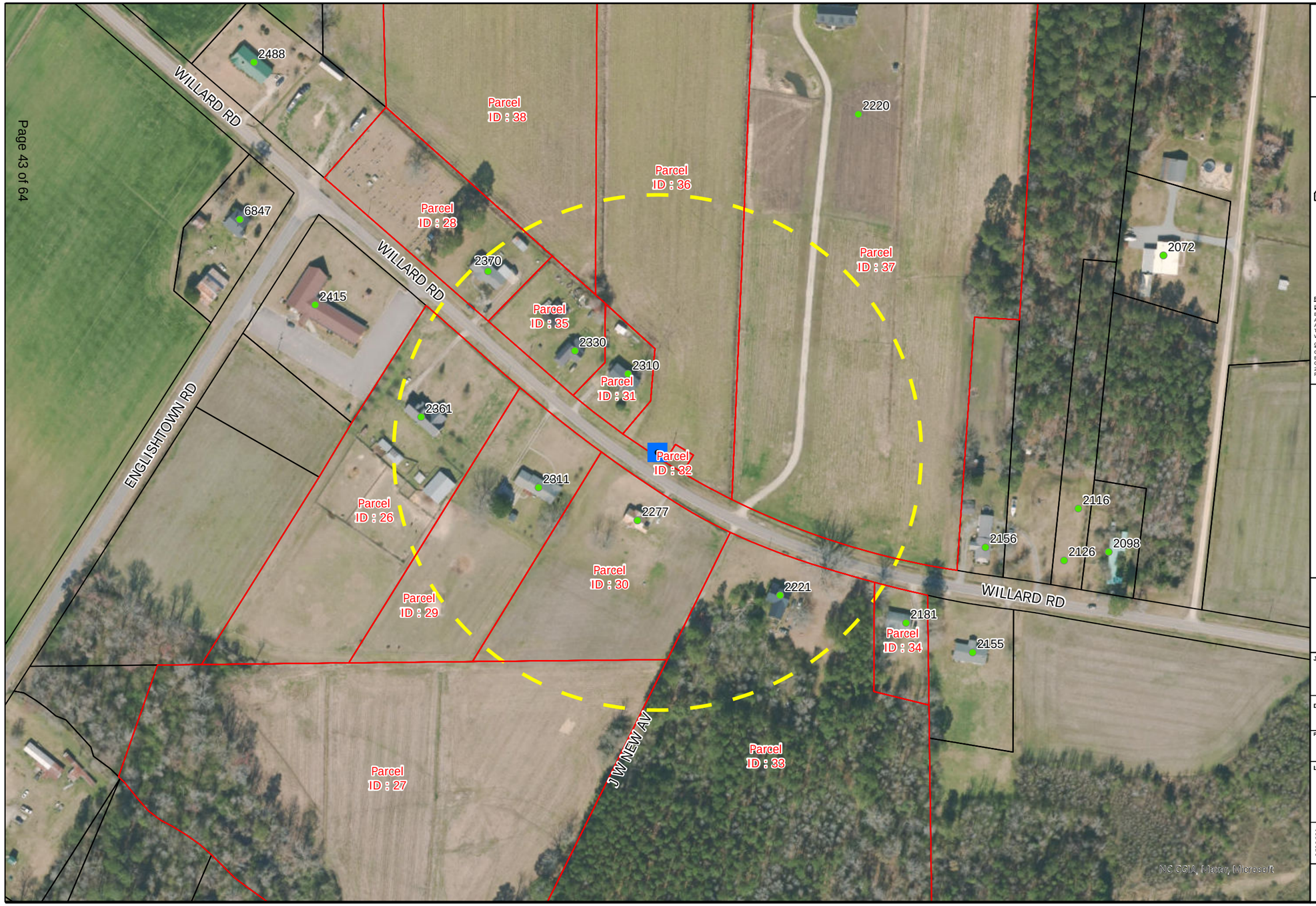
Burgaw	21	5380 NC HWY 53 W	2299-71-6231-0000	72.29	PENDER CNTY A BODY POLITIC	PO BOX 5	BURGAW	NC	28425	5380 NC 53 HWY W	PARCELS A&B JUNCTION NC 53 & SR 1336	10/12/2021	0	NOPLAT	972127	101	BURGAW	72.71	1157500	9804844	10962344	4626	380		
Burgaw	22	<Null>	2299-72-0835-0000	31.29	SUGAR SHACK FARMS LLC	402 ISLAND CREEK DR	WILMINGTON	NC	28411		33.40 AC ON W/S SR 1336	9/8/2016	220000	NOPLAT	972446	101	BURGAW	33.4	91100	8870	48449	4627	2769		
Burgaw	23	1767 HORSE BRANCH RD	2299-73-3400-0000	11.07	SUGAR SHACK FARMS LLC	402 ISLAND CREEK DR	WILMINGTON	NC	28411		TR B PB 59/79 S W JOHNSON DIV	9/8/2016	220000	590079	972446	101	BURGAW	11	26250	0	13035	4627	2769	59	79
Burgaw	24	<Null>	2299-73-5607-0000	11.91	SUGAR SHACK FARMS LLC	402 ISLAND CREEK DR	WILMINGTON	NC	28411		TR A PB 59/79 S W JOHNSON DIV	11/21/2017	59500	590079	977955	101	BURGAW	11.88	54700	11540	25618	4655	78	59	79
Burgaw	25	5094 NC HWY 53 W	2299-91-7569-0000	216.17	LANIER, GENE BURON TRUSTEES OF GENE B LA	5094 NC HWY 53 WEST	BURGAW	NC	28425	5094 NC HY 53 W	TR A PB 51/96, LANIER ESTATE	1/17/2013	0		915461	101	BURGAW	215.44	367443	344055	525030	3528	126		



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Site 8 of 8

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Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE: OLT Study

DATE: 5/12/2022

PROJECT : ReConnect

Location: Wallace

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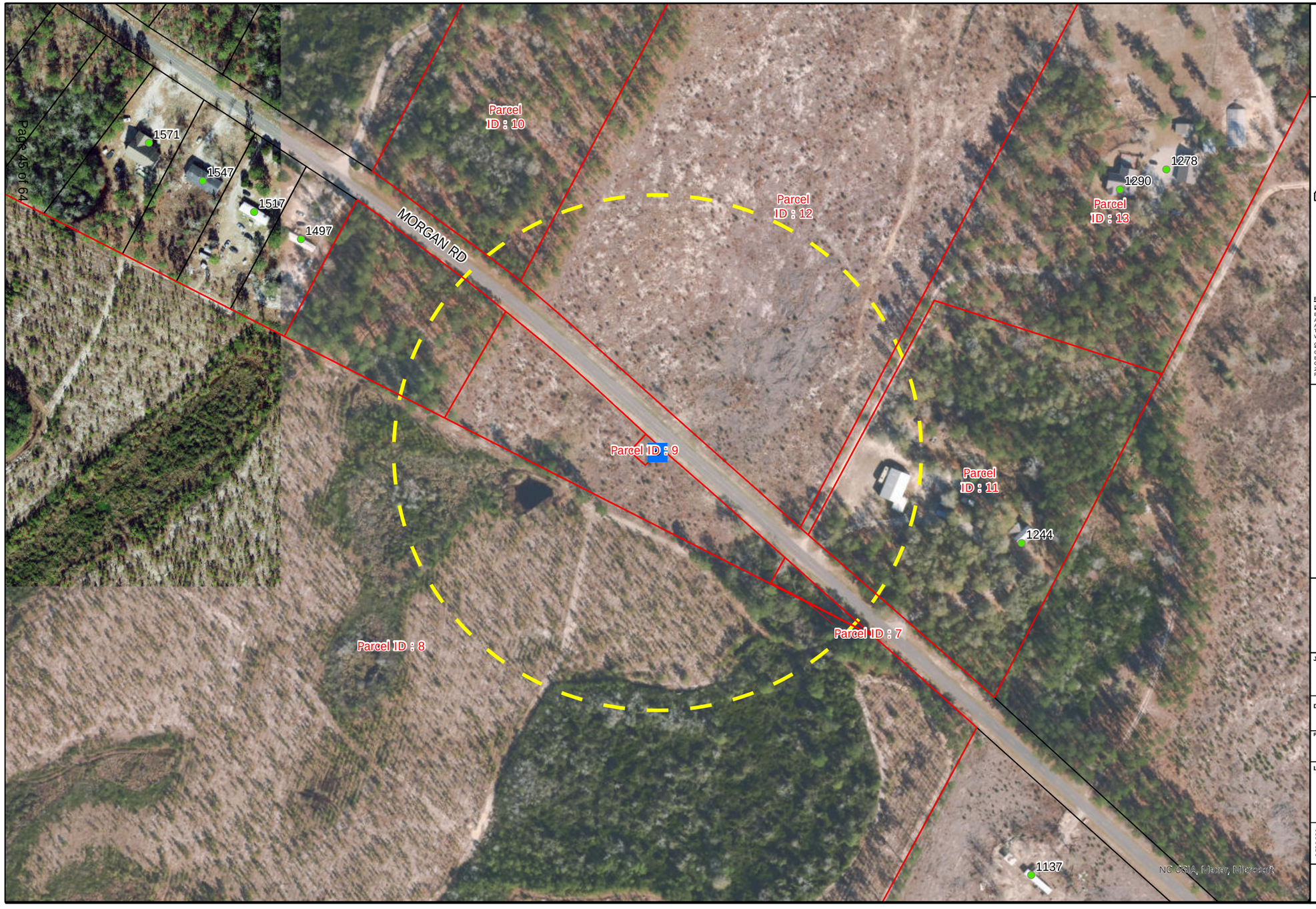
Wallace	26	2361 WILLARD RD	2394-07-7632-0000	3.90615	RICH, KENNETH NORMAN	2361 WILLARD ROAD	WALLACE	NC	28466	2361 WILLARD RD	4.12 AC,PB 41/39 KENNETH RICH SURVEY	2/10/2006	0	410039	910804	109	UNION	4.12	37480	184420	221900	2866	308	41	39
Wallace	27	<Null>	2394-07-8135-0000	11.15	DEAN, MARIE ORR	C/O TERESA MCCOMAS	RALEIGH	NC	27604	ENGLISHTOWN RD	LT 3 PB 26/134	2/20/2019	0	260134	592603	109	UNION	11.06	49965	0	49965	603	9	26	134
Wallace	28	2370 WILLARD RD	2394-08-8387-0000	1.72	PENILE PENTACOSTAL F W B					2370 WILLARD RD	ON 1001 N/SIDE	1/26/1973	0	NOPLAT	25848	109	UNION	1.5	79000	94965	173965	-1	2100		
Wallace	29	2311 WILLARD RD	2394-17-0606-0000	2.49411	HUNTER, NANCY DENISE RICH	1430 ANDREWS CHAPEL ROAD	ROSEBORO	NC	28382	2311 WILLARD RD	ON S/S 1000	6/22/2009	0	NOPLAT	921417	109	UNION	2.5	31000	123974	154974	3643	2		
Wallace	30	2277 WILLARD RD	2394-17-2681-0000	2.589457	RICH, BRANDON	2277 WILLARD RD	WILLARD	NC	28478	2277 WILLARD RD	2.70 ACRES 1001 ON S/SIDE	11/21/2017	0	NOPLAT	977946	109	UNION	2.7	31800	32481	64281	4654	2922		
Wallace	31	2310 WILLARD RD	2394-17-2978-0000	0.455296	PINER, RICKY	2310 WILLARD RD	WILLARD	NC	28478	2310 WILLARD RD	.54 ACRES WILLARD RD	11/25/2008	77000	NOPLAT	916319	109	UNION	0.54	15800	45048	60848	3549	107		
Wallace	32	<Null>	2394-17-3873-0000	0.04	ATLANTIC TELEPHONE MEMBERSHIP CORP	PO BOX 3198	SHALLOTTE	NC	28459	WILLARD RD	PARCEL A PB 68/63 SURVEY FOR ATLANTIC TELEPHONE MEMBERSHIP	10/4/2021	10000	680063	1010917	109	UNION	0.04	3900	0	3900	4767	71	68	63
Wallace	33	2221 WILLARD RD	2394-17-5024-0000	16.74038	FOY, BECKY JO	2221 WILLARD ROAD	WALLACE	NC	28466	2221 WILLARD RD	ON S/S RD 1001 AT COMM BLDG	6/8/2017	0	NOPLAT	6958	109	UNION	14.4	65950	33882	99832	4644	2286		
Wallace	34	2181 WILLARD RD	2394-17-7496-0000	0.499381	H3 PROPERTIES OF NC LLC	PO BOX 477	WALLACE	NC	28466	2181 WILLARD RD	.50 AC, ON 1001 S/SIDE	2/9/2017	0	NOPLAT	974215	109	UNION	0.5	15000	89376	104376	4637	944		
Wallace	35	2330 WILLARD RD	2394-18-1140-0000	0.78	PIERCE, KENNETH E SR	2330 WILLARD RD	WILLARD	NC	28478	2330 WILLARD RD	.90 ACRE ON N/S 1001	7/18/2012	0	NOPLAT	34661	109	UNION	0.9	23000	28910	51910	729	138		
Wallace	36	<Null>	2394-18-3682-0000	9.3	HUNTER, NANCY DENISE RICH	1430 ANDREWS CHAPEL ROAD	ROSEBORO	NC	28382	WILLARD RD	TR 3 OF DB 606/269 N/S SR 1001	6/23/1982	250	NOPLAT	10358	109	UNION	9.3	44050	0	44050				
Wallace	37	2220 WILLARD RD	2394-18-7449-0000	22.213031	BROWN, RALPH SCOTT	4308 PINEY WOODS RD	WILLARD	NC	28478	2220 WILLARD RD	22.10 AC N	3/29/2018	78500	NOPLAT	979362	109	UNION	22.1	91560	183512	275072	4661	2364		
Wallace	38	<Null>	2394-19-0128-0000	16.36	HUNTER, NANCY DENISE RICH	1430 ANDREWS CHAPEL ROAD	ROSEBORO	NC	28382	WILLARD RD	TR 2 OF DB 606/269 N/S SR 1001	6/23/1982	250	NOPLAT	10358	109	UNION	16.36	66900	0	66900				



NOTES

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4/ NOTIFY CONSTRUCTION DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION.

5/ ALL WORK MUST BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS.

DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 3 of 8

POWERING NOTES:

BONDING:

BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

GROUNDING:

GROUND ALL AMPLIFIER PEDESTAL LOCATION AND END-OF LINE PEDESTAL LOCATION USING A #6 AWG COPPER WIRE CONNECTED TO A 3M GROUND ROD OR 2M2 GROUND PLATE ELECTRODE BURIED .6M BELOW FINISHED GRADE LEVEL. (SEE DETAIL)

Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE:

OLT Study

DATE:

5/12/2022

PROJECT :

ReConnect

Location:

Canetuck

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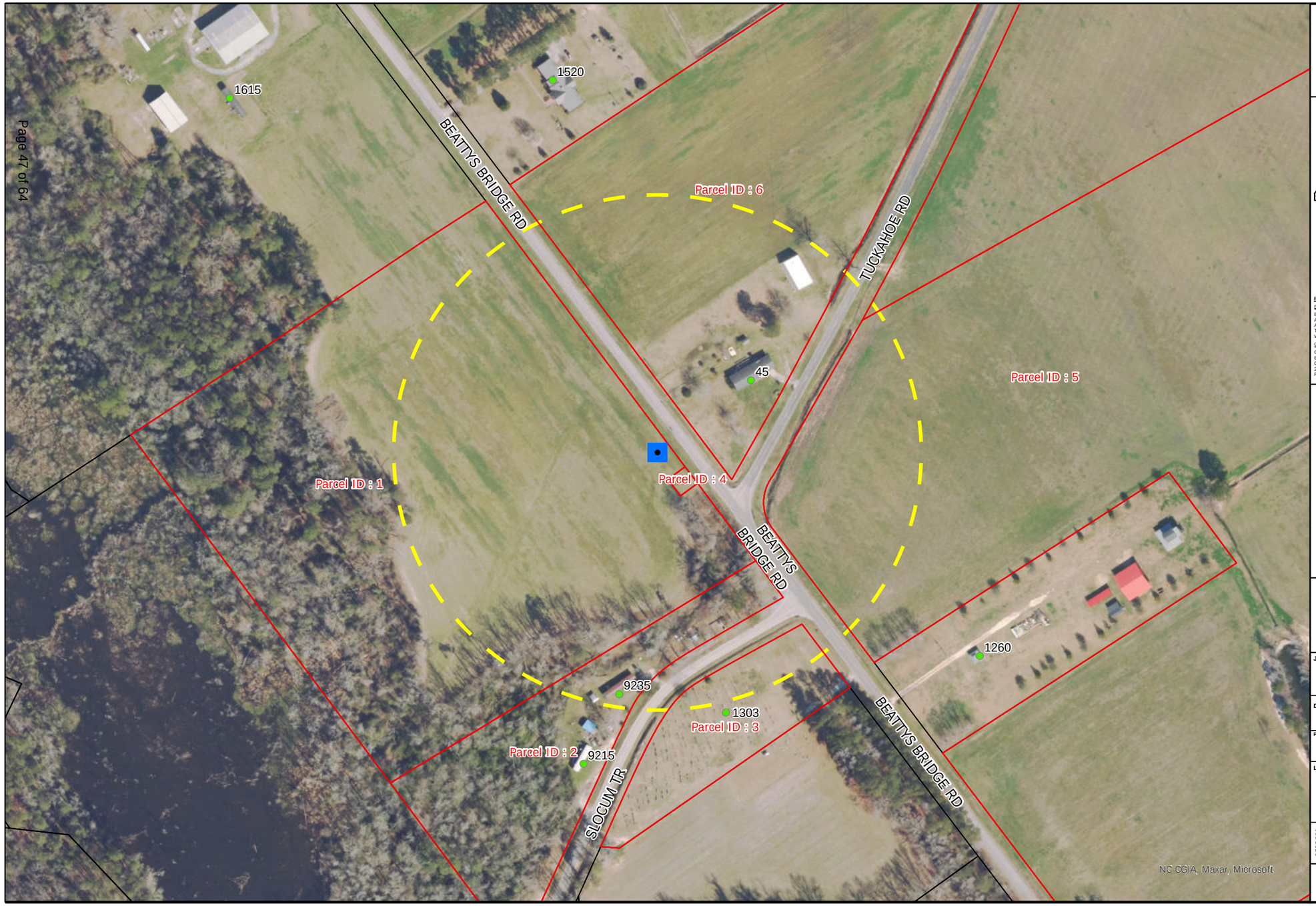
0 100 200 Feet

Parcel Information

OLT	Parcel ID	Address	PIN	CALCACRES	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_A	PROPERTY_D	DATE	SALE_PRIC	PLAT	ACCOUNT	TOWNSHIP	TNSH_DES	ACRES	LAND_VAL	BUILDING	TOTAL_VA	DEED_BOO	DEED_PAG	PLATPAGE	PLATBOOK
Canetuck	7	<Null>	2255-03-9340-0000	297.2	SQUIRES, BARBARA	15930 NC HWY 210 EAST	IVANHOE	NC	28447		1102 AT COLLIE CRK	5/24/2021	0	NOPLAT	1012865	107	CASWELL	305.46	413075	0	55443	4753	726		
Canetuck	8	<Null>	2255-03-9340-0000	297.2	SQUIRES, BARBARA	15930 NC HWY 210 EAST	IVANHOE	NC	28447		1102 AT COLLIE CRK	5/24/2021	0	NOPLAT	1012865	107	CASWELL	305.46	413075	0	55443	4753	726		
Canetuck	9	<Null>	2255-05-6296-0000	0.04	ATLANTIC TELEPHONE MEMBERSHIP CORP	PO BOX 3198	SHALLOTTE	NC	28459	MORGAN RD	PARCEL A PB 68/104 ATLANTIC TELEPHONE MEMBERSHIP CORP	10/19/2021	10000	680104	1010917	107	CASWELL	0.04	600	0	600	4768	2097	68	104
Canetuck	10	<Null>	2255-06-8882-0000	25.89	WALKER, JEAN H	75 MORGAN COVE DR	BURGAW	NC	28425		ON 1102	<Null>	0	NOPLAT	589526	107	CASWELL	26.48	54826	0	54826	991	111		
Canetuck	11	1244 MORGAN RD	2255-15-3213-0000	6.47	YOUNG, HILDA H	1244 MORGAN ROAD	KELLY	NC	28448	1244 MORGAN RD	6.58 ACRES SR 1102	6/15/2004	6000	NOPLAT	36811	107	CASWELL	6.58	47990	69866	117856	2381	8		
Canetuck	12	<Null>	2255-16-4711-0000	51.81	MCKOY, VELMA MANUEL	32333 NC HWY 210	CURRIE	NC	28435	MORGAN RD	REMNANT TR J F HORRELL ESTS DIV PB 10/84 B/S OF SR 1102	1/13/1995	0	100084	588135	107	CASWELL	51.81	115425	0	115425	1A	2776	10	84
Canetuck	13	1290 MORGAN RD	2255-26-2880-0000	28.7	MARX, TRAVIS DEAN	1290 MORGAN ROAD	KELLY	NC	28448	1290 MORGAN RD	28.70 ACRES N/S SR 1102	4/6/2018	440000	NOPLAT	979461	107	CASWELL	28.7	85875	183731	216529	4662	753		



NOTES

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2 DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 4 of 8

POWERING NOTES:

BONDING:
BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

GROUNDING:
GROUND ALL AMPLIFIER PEDESTAL LOCATION AND END-OF LINE PEDESTAL LOCATION USING A #6 AWG COPPER WIRE CONNECTED TO A 3M GROUND ROD OR 2M2 GROUND PLATE ELECTRODE BURIED .6M BELOW FINISHED GRADE LEVEL. (SEE DETAIL)

Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE:
OLT Study

DATE:
5/12/2022

PROJECT :
ReConnect

Location:
Caswell

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0 100 200 Feet

Parcel Information

OLT	Parcel ID	Address	PIN	CALCACRES	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_A	PROPERTY_D	DATE	SALE_PRIC	PLAT	ACCOUNT	TOWNSHIP	TNSH_DES	ACRES	LAND_VAL	BUILDING_	TOTAL_VA	DEED_BOO	DEED_PAG	PLATPAGE	PLATBOOK
Caswell	1	<Null>	2248-59-3731-0000	13.258648	EAKINS, HAZEL K	PO BOX 70	ATKINSON	NC	28421	BEATTYS BRIDGE RD	11.96ACRES W/W SR 1201	6/12/2016	0	NOPLAT	5861	107	CASWELL	11.96	50190	0	6915	642	29		
Caswell	2	9215 SLOCUM TR	2248-59-5262-0000	3.236825	BIGFORD, BECKY M	9235 SLOCUM TRAIL	ATKINSON	NC	28421	9235 SLOCUM TR	3.04 AC ON W/S 1201 S OF 1206	1/23/2018	500	NOPLAT	1699	107	CASWELL	3.04	33670	6410	40080	4658	74		
Caswell	3	1303 BEATTYS BRIDGE RD	2248-59-8254-0000	1.74	CEMETERY	PO BOX 67	BURGAW	NC	28425		WOODCOCK CEMETERY PB 30/117	10/31/2008	0	110052	38402	107	CASWELL	1.74	174	0	174	-1	3060	11	52
Caswell	4	<Null>	2248-59-8725-0000	0.04	ATLANTIC TELEPHONE MEMBERSHIP CORP	PO BOX 3198	SHALLOTTE	NC	28459	BEATTYS BRIDGE RD	PARCEL A PB 68/93 ATLANTIC TELEPHONE MEMBERSHIP CORP	9/28/2021	10000	680093	1010917	107	CASWELL	0.04	600	0	600	4766	1320	68	93
Caswell	5	<Null>	2248-69-7853-0000	44.205983	WOODCOCK, JERRY W	PO BOX 117	ATKINSON	NC	28421		43.62 AC ON E/S 1201 AT JCT 1206	11/9/2001	0	NOPLAT	36813	107	CASWELL	43.62	115280	0	42439	1792	302		
Caswell	6	45 TUCKAHOE RD	2249-60-4595-0000	25.048768	WEBB, JOYCE W	6512 MAJOR ST	ALEXANDRIA	VA	22312	45 TUCKAHOE RD	1206 JCT 1201	<Null>	0	NOPLAT	592095	107	CASWELL	22.5	89375	112605	158067	344	288		

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DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 5 of 8

POWERING NOTES:

BONDING:

BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

GROUNDING:

GROUND ALL AMPLIFIER PEDESTAL LOCATION AND END-OF LINE PEDESTAL LOCATION USING A #6 AWG COPPER WIRE CONNECTED TO A 3M GROUND ROD OR 2M2 GROUND PLATE ELECTRODE BURIED .6M BELOW FINISHED GRADE LEVEL. (SEE DETAIL)

Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE: OLT Study

DATE: 5/12/2022

PROJECT : ReConnect

Location: Grady

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0 100 200 Feet

Parcel Information

OLT	Parcel ID	Address	PIN	CALCACRES	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_A	PROPERTY_D	DATE	SALE_PRIC	PLAT	ACCOUNT	TOWNSHIP	TNSH_DES	ACRES	LAND_VAL	BUILDING_	TOTAL_VA	DEED_BOO	DEED_PAG	PLATPAGE	PLATBOOK
Grady	14	<Null>	2285-61-3927-0000	220.351177	CULBRETH, BEATRICE M	C/O R.M. CULBRETH	LUMBERTON	NC	28360		B/S HWY 421 & 1113	<Null>	0	NOPLAT	4967	105	GRADY	236.1	392063	0	42573	282	49		
Grady	15	<Null>	2285-63-0939-0000	3.92	JOHNSON, RUDY	9240 HWY 421	CURRIE	NC	28435	421 HWY & MONTAGUE RD	L2,PB48/59,HARVEY HALES SUB	6/22/2015	0	480059	967302	105	GRADY	3.92	59600	0	59600	4597	273	48	59
Grady	16	<Null>	2285-63-1790-0000	0.03	ATLANTIC TELEPHONE MEMBERSHIP CORP	PO BOX 3198	SHALLOTTE	NC	28459	MONTAGUE RD	PARCEL A PB 68/64 ESMT SURVEY FOR ATLANTIC TELEPHONE	10/26/2021	10000	680064	1010917	105	GRADY	0.03	150	0	150	4769	576	68	64
Grady	17	719 MONTAGUE RD	2285-63-5791-0000	0.99	LEWIS, RUSSELL	719 MONTAGUE RD	CURRIE	NC	28435	719 MONTAGUE RD	.99 ACRES ON SR 1113	4/10/2001	0	NOPLAT	978	105	GRADY	0.99	44650	51153	95803	1691	159		
Grady	18	<Null>	2285-63-8574-0000	0.79	LEWIS, RUSSELL L JR	719 MONTAGUE RD	CURRIE	NC	28435		0.79AC S/S SR 1113	6/24/2011	0		938381	105	GRADY	0.79	37650	0	37650	3938	203		
Grady	19	685 MONTAGUE RD	2285-63-9638-0000	2.33	LEWIS, RUSSELL L JR	719 MONTAGUE RD	CURRIE	NC	28435	685 MONTAGUE RD	2.30 ACRES SR 1113	10/26/1987	0	NOPLAT	938381	105	GRADY	2.3	51500	36397	87897	3938	203		
Grady	20	<Null>	2285-64-3160-0000	7.48	BIGGS, WALTER J SR	708 SILVER LAKE ROAD	WILMINGTON	NC	28412	MONTAGUE RD	7.50 AC N/S SR 1113	7/31/2003	38000	NOPLAT	848601	105	GRADY	7.5	74500	0	74500	2181	215		

NOTES

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DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 6 of 8

POWERING NOTES:

BONDING:
BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

GROUNDING:
GROUND ALL AMPLIFIER PEDESTAL LOCATION AND END-OF LINE PEDESTAL LOCATION USING A #6 AWG COPPER WIRE CONNECTED TO A 3M GROUND ROD OR 2M2 GROUND PLATE ELECTRODE BURIED .6M BELOW FINISHED GRADE LEVEL. (SEE DETAIL)

Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE:
OLT Study

DATE:
5/12/2022

PROJECT :
ReConnect

Location:
Holly Shelter

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0 100 200 Feet

Parcel Information

OLT	PARCEL ID	Address	PIN	CALCACRES	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_A	PROPERTY_D	DATE	SALE_PRIC	PLAT	ACCOUNT	TOWNSHIP	TNSH_DES	ACRES	LAND_VAL	BUILDING	TOTAL_VA	DEED_BOO	DEED_PAG	PLATPAGE	PLATBOOK
Holly Shelter	39	7390 NC HWY 210	3264-49-8903-0000	2.020675	ROCKY POINT TOPSAIL WATER & SEWER DIST	P O BOX 5	BURGAW	NC	28425	7390 NC 201 HWY	2.02 ACRES ON NC HWY 210	11/29/2021	0	NOPLAT	846312	102	TOPSAIL	2.02	23965	10120	34085	2160	276		
Holly Shelter	40	<Null>	3264-49-9798-0000	1.33387	SHUTE, GARY L	7320 NC HIGHWAY 210	ROCKY POINT	NC	28457		TR 1, PB 23/28, RUNNING DEER PLANTATION	8/20/2007	150000	230028	903420	102	TOPSAIL	1.35	38653	510	39163	3298	43	23	28
Holly Shelter	41	<Null>	3264-49-9888-0000	0.6	RUNNING DEER LLC	110 NORTHHILLS DR	WILMINGTON	NC	28411		EASEMENT AREA RUNNING DEER	1/25/2007	7500	NOPLAT	878029	102	TOPSAIL	0.6	30779	0	30779	3149	62		
Holly Shelter	42	7320 NC HWY 210	3264-59-0641-0000	0.482896	SHUTE, GARY L	7320 NC HIGHWAY 210	ROCKY POINT	NC	28457	7320 NC HWY 210	TR 2, PB 23/28, RUNNING DEER PLANTATION SEC 2	8/20/2007	150000	230028	903420	102	TOPSAIL	0.5	29730	67500	97230	3298	43	23	28
Holly Shelter	43	100 BUCK TR	3264-59-2702-0000	0.554567	ROGERS, FRANKLIN R III	C/O MELANIE ROGERS	ANGIER	NC	27501	100 BUCK TR	L 28 RUNNING DEER PLANTATION SEC 2	<Null>	0	230028	12085	102	TOPSAIL	0.51	22376	42278	64654	1407	327	23	28
Holly Shelter	44	<Null>	3264-59-2963-0000	3.538923	RUNNING DEER LLC	110 NORTHHILLS DR	WILMINGTON	NC	28411		3.53 ACRES OF RUNNING DEER PLANTATION	1/25/2007	0	NOPLAT	878029	102	TOPSAIL	3.53	61539	0	61539	3149	65		
Holly Shelter	45	8026 NC HWY 210	3265-52-7659-0000	1863.64	MCLEAN FAMILY FARMS LLC	8640 VINTAGE CLUB DR	WILMINGTON	NC	28411	8026 NC HWY 210	1832.20 AC, PB 48/103,THE NATURE CONSER SURVEY	11/6/2009	0	490055	26347	110	HOLLY	1832.2	2329000	13040	482285	1021	211	49	55
Holly Shelter	46	7336 NC HWY 210	3265-61-7071-0000	70.46014	PINEY RUN FARMS LLC	1800 EASTWOOD ROAD #232	WILMINGTON	NC	28403	210 HWY OFF	72.20 AC E/S NC HWY 210	9/4/2020	200000	NOPLAT	1008067	102	TOPSAIL	72.2	244800	0	244800	4723	2572		

NOTES

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DUCTS IN ROAD CROSSINGS. # OF DUCTS SPECIFIED.

Site 7 of 8

POWERING NOTES:

BONDING:
BOND ALL PEDESTALS WITHIN 3M OF A TRANSFORMER LOCATION. SUPPLY AND PLACE A #6 AWG COPPER WIRE BETWEEN THE PEDESTAL AND TRANSFORMER. CONNECTION TO THE TRANSFORMER WILL BE PERFORMED BY THE POWER UTILITY.

GROUNDING:
GROUND ALL AMPLIFIER PEDESTAL LOCATION AND END-OF LINE PEDESTAL LOCATION USING A #6 AWG COPPER WIRE CONNECTED TO A 3M GROUND ROD OR 2M2 GROUND PLATE ELECTRODE BURIED .6M BELOW FINISHED GRADE LEVEL. (SEE DETAIL)

Legend

- Proposed OLT Location
- Address
- Parcel
- Parcel Within 500 ft
- 500 ft Buffer

FOCUS BROADBAND

JOB TYPE:
OLT Study

DATE:
5/12/2022

PROJECT :
ReConnect

Location:
Maple Hill

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0 100 200 Feet

Parcel Information

OLT	OBJECTID_1	Address	PIN	CALCACRES	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_A	PROPERTY_D	DATE	SALE_PRICE	PLAT	ACCOUNT	TOWNSHIP	TNSH_DES	ACRES	LAND_VAL	BUILDING_	TOTAL_VA	DEED_BOO	DEED_PAG	PLATPAGE	PLATBOOK
Maple Hill	55	4688 NC HWY 50	3383-78-0469-0000	1.630724	POWERS, MARCIA E	4688 NC HWY 50	MAPLE HILL	NC	28454	4688 NC HWY 50	W/S HWY 50	6/1/2020	0	NOPLAT	1006683	110	HOLLY	1.6	48000	54266	102266	4713	1064		
Maple Hill	56	15515 NC HWY 53 E	3383-78-3254-0000	0.961854	MACHAC, ROXANN COWAN	832 HICKORY COURT	MARENGO	IL	60152	15515 NC HWY 53 E	1.10 AC (TR 3) HWY 53 & 50	10/12/2007	18000	NOPLAT	893183	110	HOLLY	1.1	82500	60840	143340	3336	325		
Maple Hill	57	<Null>	3383-78-3738-0000	4.173788	DUNN, MARTHA ELIZABETH JAMES	929 RABBIT RUN	WILMINGTON	NC	28409	50 HWY & 53 HWY	HWY 50 & 53	<Null>	0	NOPLAT	591446	110	HOLLY	4	25000	0	3303	1064	160		
Maple Hill	58	15575 NC HWY 53 E	3383-78-5378-0000	1.34	H P D LLC	513 S MAIN ST	STANTONSBURG	NC	27883	15575 NC 53 HWY	NEW LT 1 PB 61/33 GMF DEV DIV	6/17/2020	1357000	610033	1006885	110	HOLLY	1.34	100500	419136	519636	4714	2883	61	33
Maple Hill	59	<Null>	3383-78-7275-0000	1.06	SPAINHOUR, RANDOLPH FLETCHER	PO BOX 1347	BURGAW	NC	28425	50 HWY	PB 28/108	<Null>	0	280108	589256	110	HOLLY	1.05	10250	0	10250	1036	295	28	108
Maple Hill	60	<Null>	3383-78-7446-0000	1.35	GMF DEVELOPMENT INC	5790 NC HWY 50	MAPLE HILL	NC	28454	53 HWY & 50 HWY	NEW LT 2 PB 61/33 GMF DEV DIVISION	7/19/1994	0	610033	24555	110	HOLLY	1.35	11750	0	11750	990	191	61	33
Maple Hill	61	4811 NC HWY 50	3383-78-8156-0000	1.43	BLACK RIVER HEALTH SERVICES INC	S CAMBELL ST	BURGAW	NC	28425	4811 NC HWY 50	PB 28/108	<Null>	0	280108	56784	110	HOLLY	1.44	78520	302889	381409	1293	180	28	108
Maple Hill	62	<Null>	3383-78-9454-0000	1.38	JONES, DANIEL WAYNE	15651 NC HWY 53 EAST	MAPLE HILL	NC	28454	53 HWY	PB 28/108, ON NC HWY 53	<Null>	0	280108	587557	110	HOLLY	1.44	12200	0	12200	4775	2890	28	108
Maple Hill	63	15651 NC HWY 53 W	3383-88-3432-0000	9.15	JONES, DANIEL WAYNE	15651 NC HWY 53 E	MAPLE HILL	NC	28454	15651 NC HY 53 W	S/SIDE HWY 53	<Null>	0	NOPLAT	11268	110	HOLLY	8.5	30625	68488	99113	546	143		
Maple Hill	64	<Null>	3394-00-5723-0000	153.098951	DUNN, MARTHA ELIZABETH JAMES	929 RABBIT RUN	WILMINGTON	NC	28409	53 HWY	HWY 53 B/S	<Null>	0	NOPLAT	35277	110	HOLLY	205.3	295375	0	63546	1064	160		
Maple Hill	66	<Null>		0.05								<Null>	0		0			0	0	0	0				

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

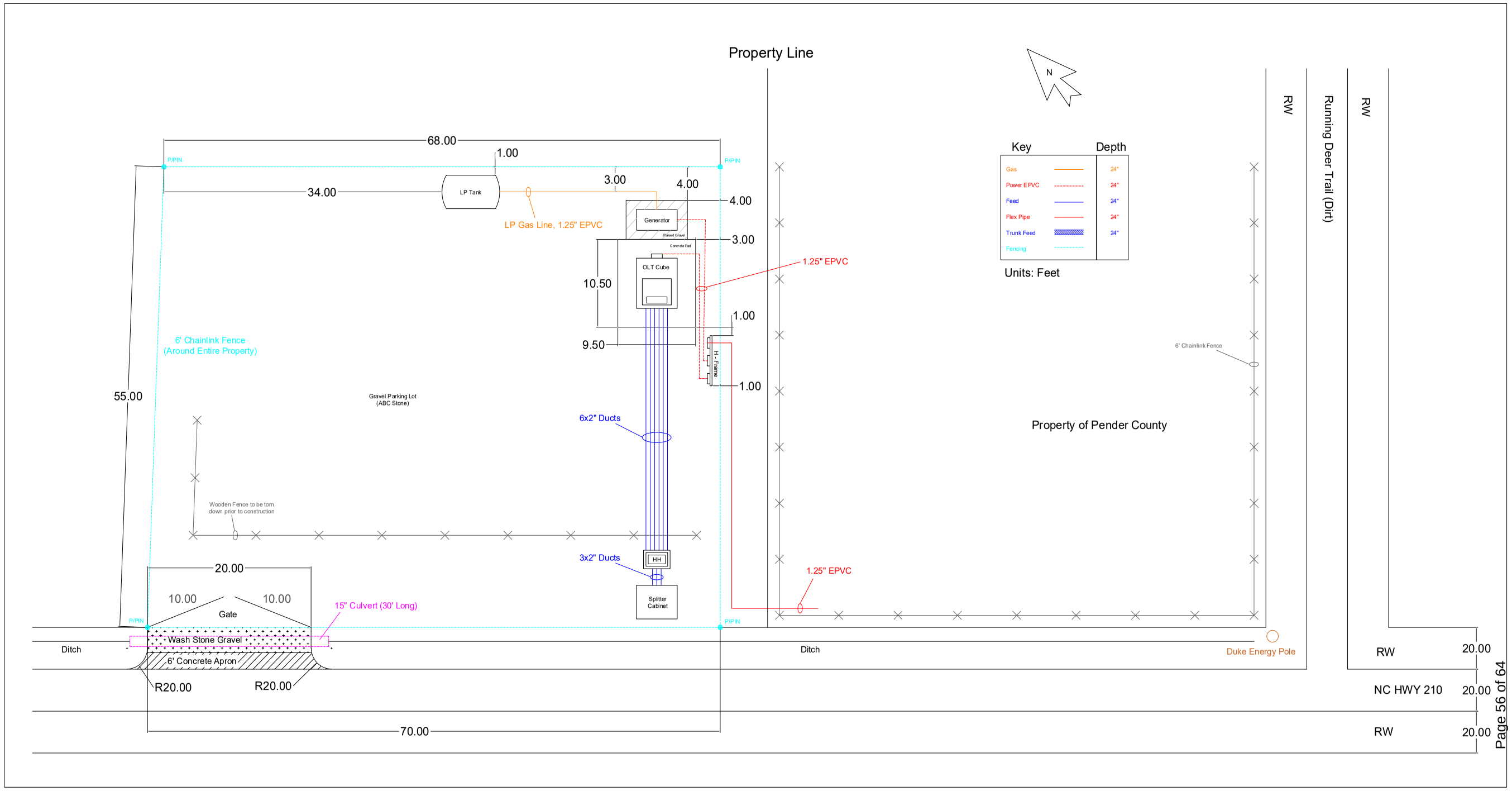
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3264-49-8903-0000	**Total property acreage:** .09	
Zoning Classification:		**Acreage to be disturbed:** .09	
Project Address :	7390 Hwy 210	**NAICS Code:**	
Description of Project Location:	2.82 miles SE from Shaw Rd (SR1520) Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	05/13/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Holly Shelter OLT



STATE OF NORTH CAROLINA PENDER COUNTY (Exempt)

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy/AE 10/28/21
Review Officer Date

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Amy Everett 10/28/21
Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Doc No: 20092517
Recorded: 10/28/2021 01:39:10 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 134 - 134 (1)

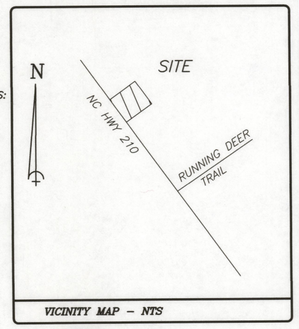
...M.)
..., Slide No._____.

Register of Deeds

By

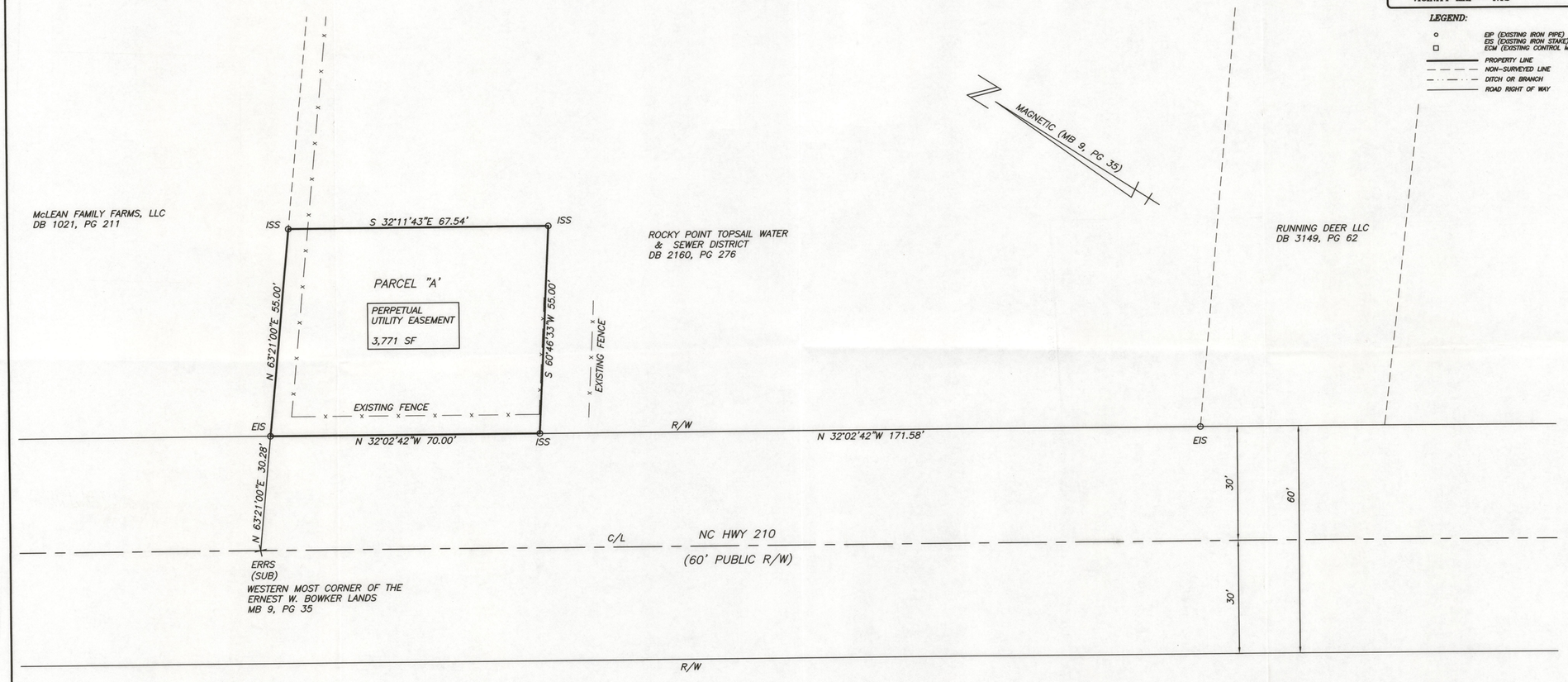
SURVEY REFERENCE:
A PART OF DEED BOOK 2160 AT PAGE 276
A PART OF PIN: 3264-49-8903-0000 AG
PENDER COUNTY REGISTRY

NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANELS: 370344 3264 & 3265 J, DATED 02/16/2007, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (MB 9 PG 35).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000 FEET.
7. NO KNOWN EASEMENTS OF RECORD.
8. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
9. PROPERTY ZONED RA PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:
- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY



CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

the 28TH day of OCTOBER, AD, 2021.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson 10/28/2021
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

HOLLY SHELTER SITE ON NC HWY 210, ROCKY POINT NC

TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' OCTOBER 2021

20 0 20 40 60
GRAPHIC SCALE – FEET

NO APPROVAL REQUIRED
GHS 10/28/2021
INITIALS
Pender County Planning Dept.

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-HOLLY-SHELTER

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

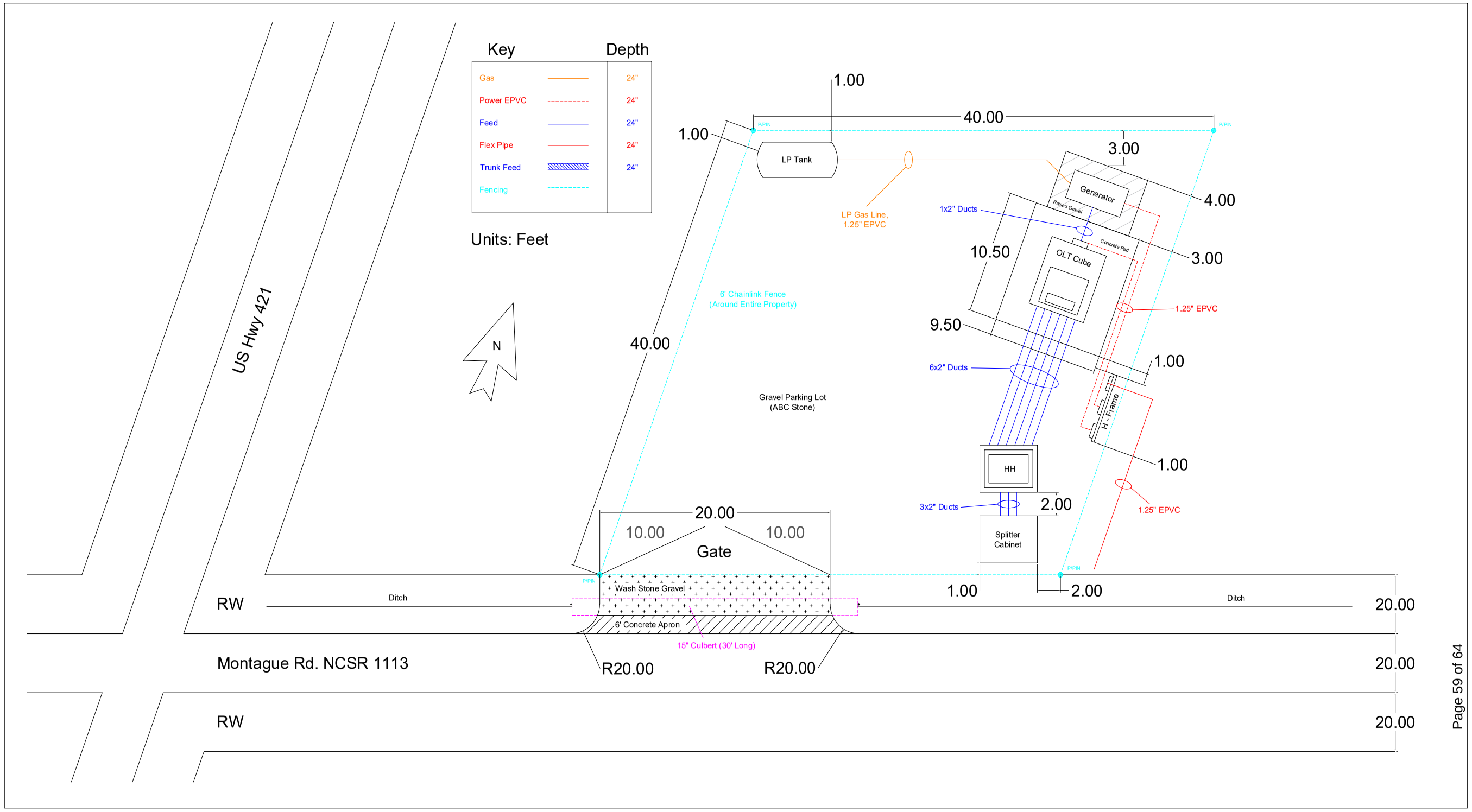
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2285-63-1790-0000	**Total property acreage:** .04	
Zoning Classification:		**Acreage to be disturbed:** .04	
Project Address :	750 Montague Rd (SR1113)	**NAICS Code:**	
Description of Project Location:	370'ft NE from Hwy 421 Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	05/13/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Grady OLT


Key
Depth
Gas
24"
Power EPVC
24"
Feed
24"
Flex Pipe
24"
Trunk Feed
24"
Fencing
Units: Feet
N
US Hwy 421
1.00
40.00
1.00
P/PIN
P/PIN
LP Tank
3.00
Generator
Raised Gravel
4.00
LP Gas Line,
1.25" EPVC
1x2" Ducts
Concrete Pad
10.50
OLT Cube
3.00
6' Chainlink Fence
(Around Entire Property)
1.25" EPVC
9.50
40.00
1.00
6x2" Ducts
Gravel Parking Lot
(ABC Stone)
H - Frame
HH
1.00
3x2" Ducts
2.00
1.25" EPVC
20.00
10.00
10.00
Gate
Splitter
Cabinet
P/PIN
P/PIN
Wash Stone Gravel
1.00
2.00
RW
Ditch
Ditch
20.00
6' Concrete Apron
15" Culbert (30' Long)
Montague Rd. NCSR 1113
R20.00
R20.00
20.00
RW
20.00

NO APPROVAL REQUIRED
GHS
INITIALS
Pender County Planning Dept.

STATE OF NORTH CAROLINA (Exempt) PENDER COUNTY

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy/AE 7/30/21
Review Officer Date

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Doc No: 20087888
Recorded: 07/30/2021 03:00:07 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 64 - 64 (1)

Register of Deeds

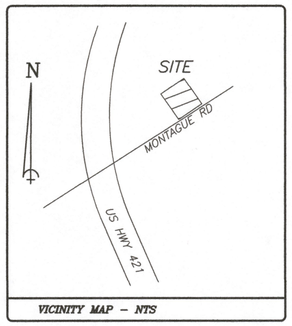
By

M.)

__, Slide No._____.

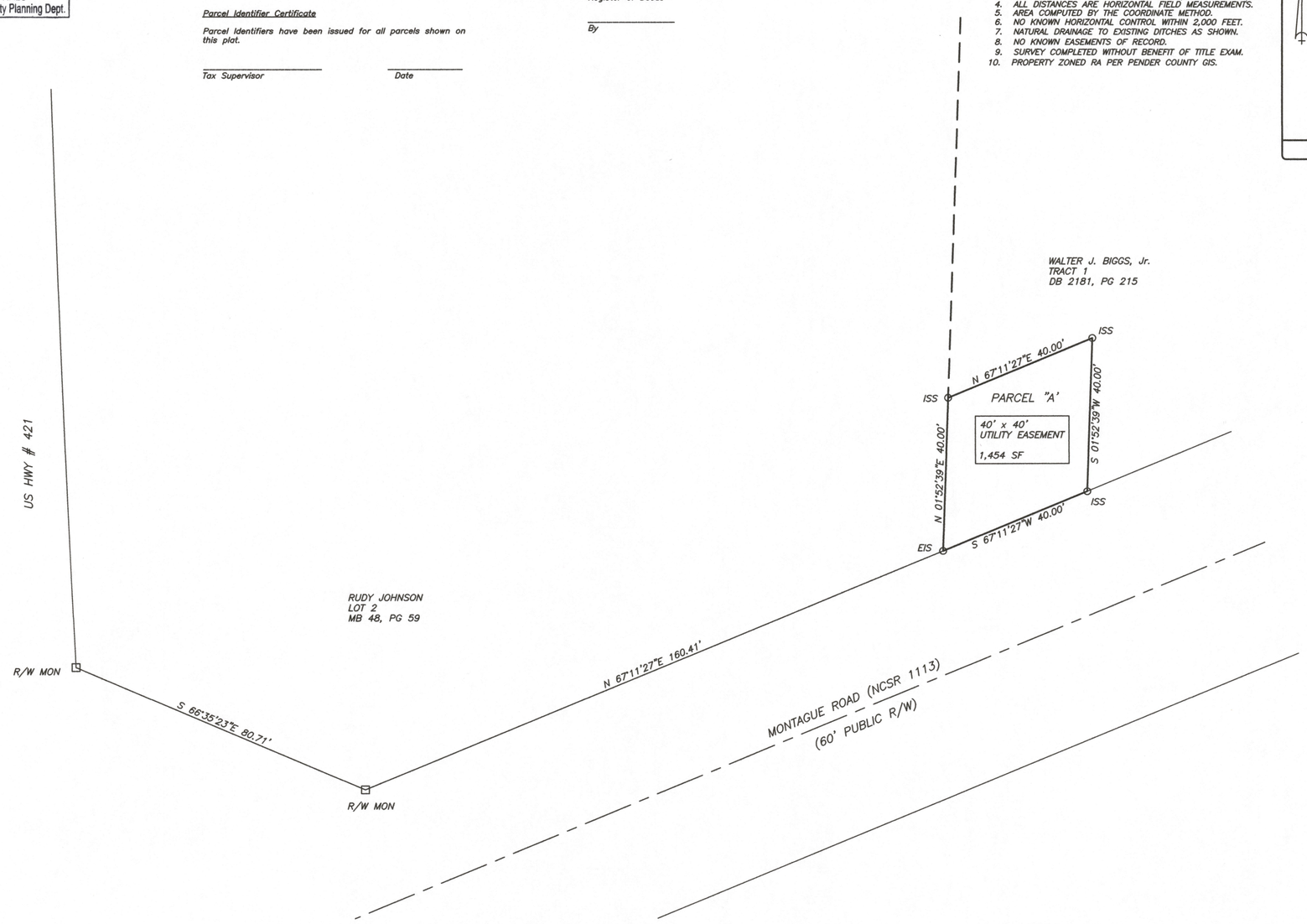
SURVEY REFERENCE:
A PART OF TRACT 1, DEED BOOK 2181 AT PAGE 215,
A PART OF PIN: 2285-64-3160-0000
PENDER COUNTY REGISTRY

NOTES:
1. NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANEL: 370344 2285 J, DATED 02/16/2007, ZONE X.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (MB 48, PG 59).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000 FEET.
7. NATURAL DRAINAGE TO EXISTING DITCHES AS SHOWN.
8. NO KNOWN EASEMENTS OF RECORD.
9. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
10. PROPERTY ZONED RA PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:
- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY



CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

the 30th day of July, AD, 2021.

Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson 7/30/2021
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

GRADY SITE ON MONTAGUE ROAD, CURRIE NC

GRADY TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' JUNE 2021

20 0 20 40 60
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-MONTAGUE

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

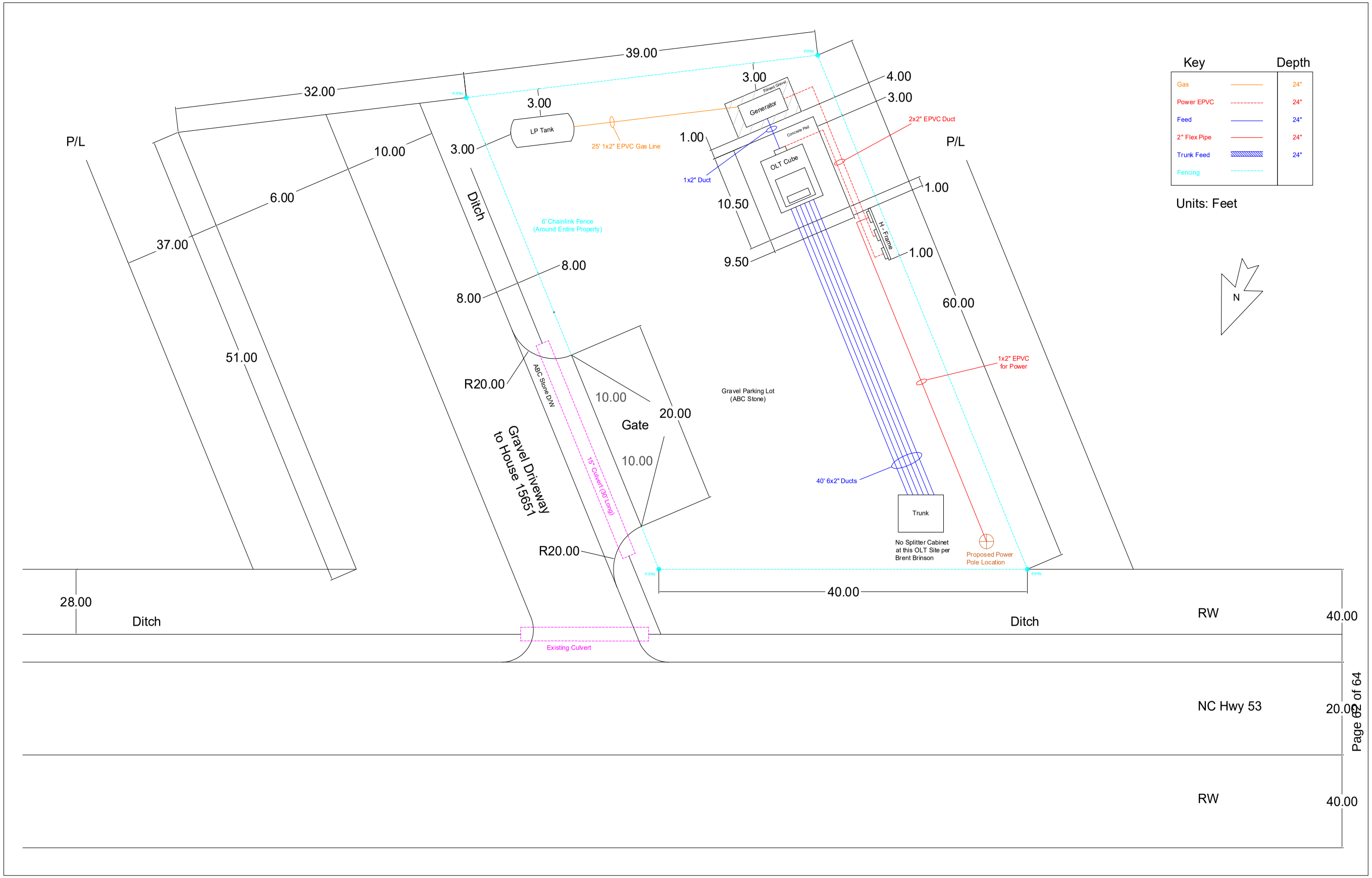
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3383-78-7623-0000	**Total property acreage:** .05	
Zoning Classification:		**Acreage to be disturbed:** .05	
Project Address :	15651 NC Hwy 53	**NAICS Code:**	
Description of Project Location:	370'ft E from Intersection of Hwy 50 Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

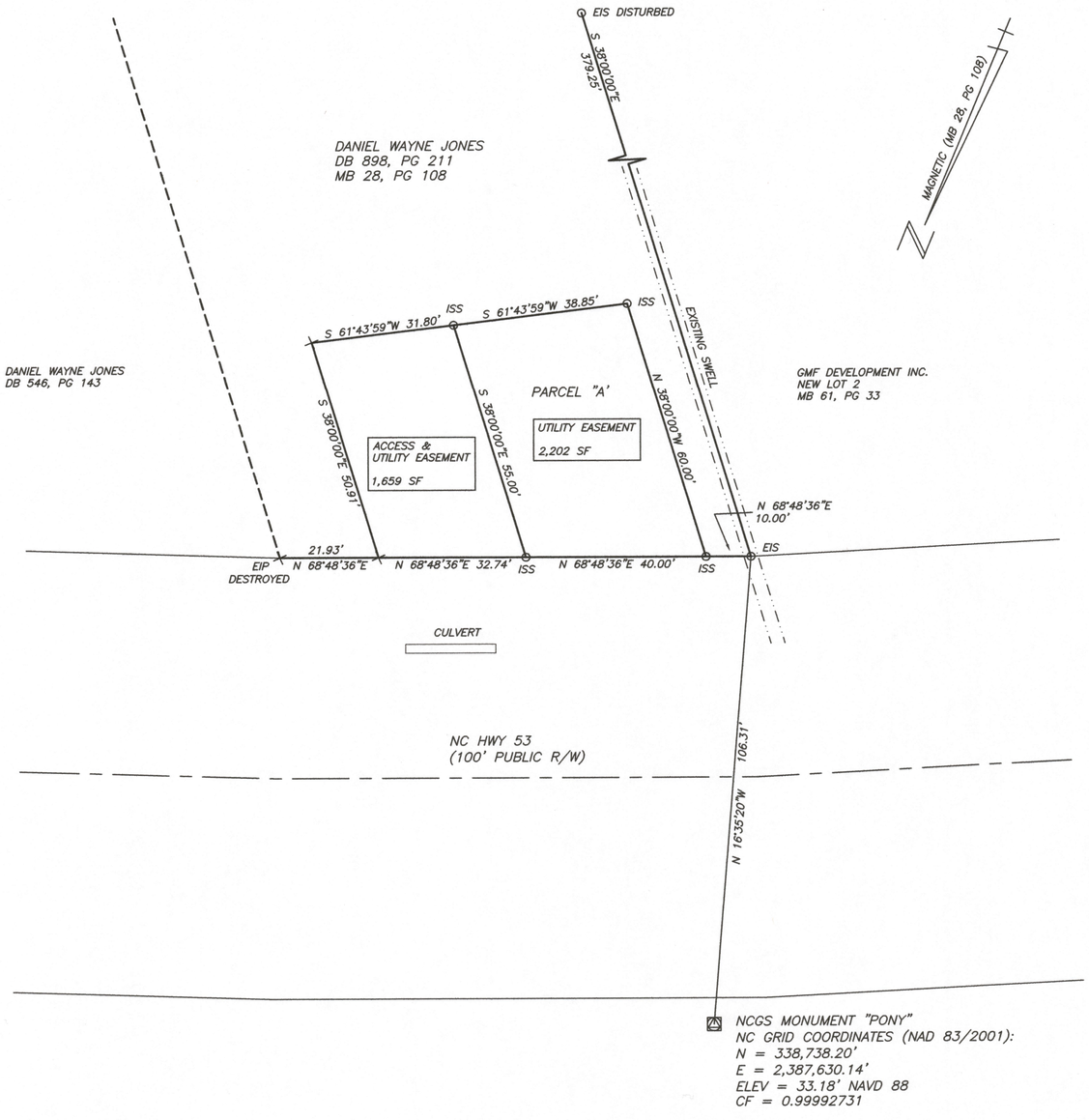
SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	05/13/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

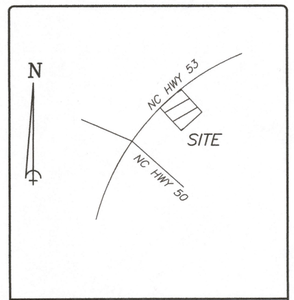
Maple Hill OLT





SURVEY REFERENCE:
A PART OF DEED BOOK 898 AT PAGE 211,
A PART OF PIN: 3383-78-9454-0000
PENDER COUNTY REGISTRY

NOTES:
1. THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA. PENDER COUNTY FEMA FIRM PANEL: 370344 3382 J, DATED 02/16/2007, ZONE A.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS RELATED TO MAGNETIC (MB 28, PG 108).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. NATURAL DRAINAGE TO EXISTING DITCHES AS SHOWN.
7. NO KNOWN EASEMENTS OF RECORD.
8. SURVEY COMPLETED WITHOUT BENEFIT OF TITLE EXAM.
9. PROPERTY ZONED RP PER PENDER COUNTY GIS.



VICINITY MAP – NTS

LEGEND:

- EIP (EXISTING IRON PIPE)
- EIS (EXISTING IRON STAKE)
- ECM (EXISTING CONTROL MONUMENT)
- PROPERTY LINE
- NON-SURVEYED LINE
- DITCH OR BRANCH
- ROAD RIGHT OF WAY

STATE OF NORTH CAROLINA PENDER COUNTY (Exempt)
I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Conformed Copy AE 7/30/21
Review Officer Date

Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Tax Supervisor Date

STATE OF NORTH CAROLINA PENDER COUNTY

Doc No: 20087886
Recorded: 07/30/2021 03:00:05 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 62 - 62 (1)

, Slide No._____.

Register of Deeds

By

NO APPROVAL REQUIRED
GHS
INITIALS
Pender County Planning Dept.

CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Daniel H. Thompson, Professional Land Surveyor L-2174,, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal,

the 30th day of July, AD, 2021.

Daniel H. Thompson
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

I, Daniel H. Thompson, Professional Land Surveyor L-2174, certify that this plat is of a proposed easement for a public utility as defined in GS 62.3.

Daniel H. Thompson 7/30/2021
Daniel H. Thompson
Professional Land Surveyor
NC License No. L-2174

EASEMENT SURVEY
FOR

ATLANTIC TELEPHONE MEMBERSHIP CORPORATION

MAPLE HILL SITE ON NC HWY 53

HOLLY TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' JULY 2021
REV: JULY 15, 2021 MODFIY SIZE OF PARCEL "A" PER ATMC

20 0 20 40 60
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ATMC-MAPLEHILL

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	BRENT BRINSON	**Owner's Name:**	FOCUS Broadband/ATMC
Applicant's Address:	640 WHITEVILLE RD NW	**Owner's Address:**	PO BOX 3198
City, State, & Zip	SHALLOTTE, NC 28459	**City, State, & Zip**	SHALLOTTE, NC 28459
Phone Number:	(910)755-1701	**Phone Number:**	(910)754-4311
Email Address:	bbrinson@focusbroadband.com	**Email Address:**	
Legal relationship of applicant to land owner:	DIRECTOR OF ENGINEERING		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2255-05-6296-0000	**Total property acreage:** .04	
Zoning Classification:		**Acreage to be disturbed:** .04	
Project Address :	13000 MORGAN RD	**NAICS Code:**	
Description of Project Location:	1.3 miles NW from Hwy 210 Cleared Lot		
Describe activities to be undertaken on project site:	Proper drainage and fencing, graveled lot with Fiber Optic cabinet to feed area, with a 10'x9' concrete pad for unit to sit on.		

SECTION 3: SIGNATURES			
Applicant's Signature	Brent Brinson	**Date:**	05/13/2022
Owner's Signature	Brent Brinson	**Date:**	05/13/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	June 20, 2022
SUBJECT:	SUP 2022-32

SUMMARY:
ETS Construction, LLC, applicant, on behalf of Rebecca McGowan and Melissa Corbett, owners, i s requesting approval of a Special Use Permit for the construction and operation of a telecommunications tower and facility that consists of a 300' self-supporting lattice tower, 50-kilowatt generator and 500-gallon liquid petroleum tank. The subject property is located on the south side of New Road immediately west of Interstate 40 in the Burgaw Township, approximately one-tenth of a mile east of the corporate limits of the Village of St. Helena. The proposed project site may be further identified by Pender County PIN 3247-08-8992-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

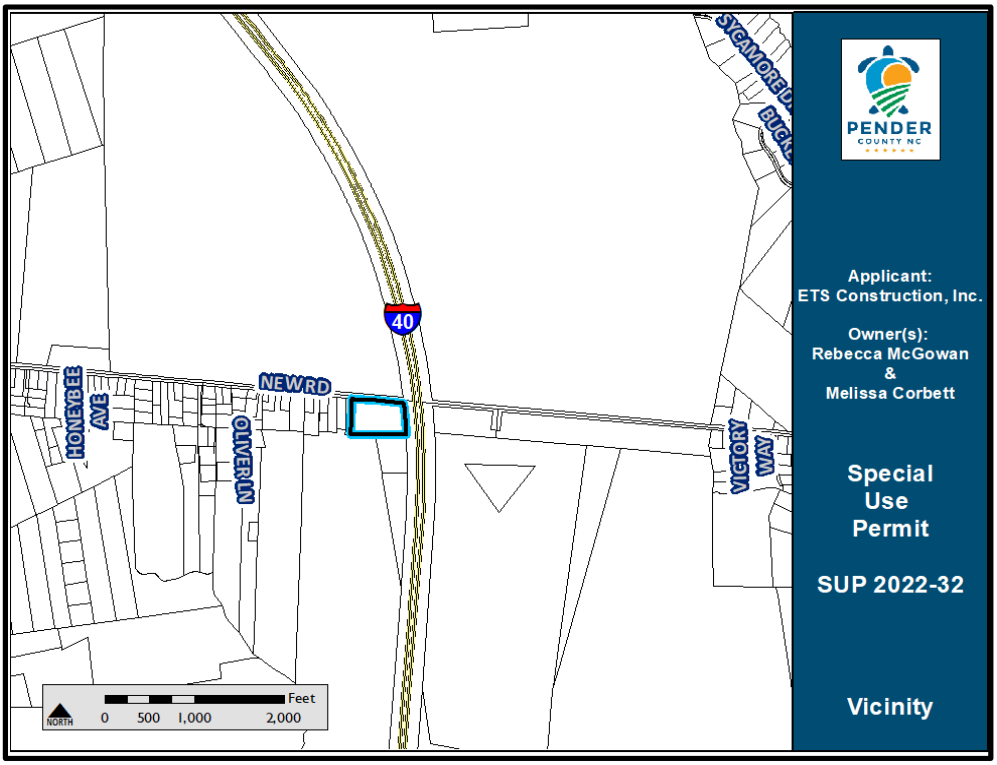
ATTACHMENTS:
1. Staff Report
2. Site Plan
3. Application
4. Narrative
5. General SUP Provisions
6. Telecommunications Facility Provisions

STAFF REPORT FOR SUP 2022-32
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-32
Hearing Dates	June 20, 2022 Board of Commissioners
Applicant	ETS Construction, Inc
Property Owner(s)	Rebecca C. McGowan & Melissa A. Corbett
Parcel Identification Number	Portion of 3247-08-8992-0000
Acreage	5.2
Township	Burgaw
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL
ETS Construction, LLC, applicant, on behalf of Rebecca McGowan and Melissa Corbett, owners, is requesting approval of a Special Use Permit for the construction of a telecommunications tower and facility that consists of a 300' self-supporting lattice tower, 50-kilowatt generator and 500-gallon liquid petroleum tank.
LOCATION
The subject property is located on the south side of New Road immediately west of Interstate 40 in the Burgaw township, approximately one tenth of a mile east of the corporate limits of the Village of St. Helena. The proposed project site may further be identified by Pender County PIN 3247-08-8992-0000.

Below: Vicinity Map



SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit to construct a telecommunication facility including a 300' tower, 15' lightning rod with associated equipment on an approximate 5-acre piece of land. The proposed development is located on the southwest corner of New Road and Interstate 40 about one tenth of a mile east of Burgaw.

Below: Aerial Map

The applicant has also submitted a Major Site Development Application, which is currently in the process of being reviewed by Pender County's Technical Review Committee (TRC).

Prior to issuance of final zoning approval, the site development plan must be approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Hours of Operation
According to the applicant, the passive facility is unstaffed and would have no hours of operation.

Access
The site is proposed to be accessed from NC HWY 53 East, an NCDOT State-maintained highway, as classified by the NCDOT Functional Classification Map.

Traffic
The Pender County UDO requires a Traffic Impact Analysis when a development generates more than 100 trips in the morning or evening peak hours and over 1,000 trips per day. As proposed, this development would not require a TIA as it is an unstaffed site with no daily traffic. Traffic standards will be further evaluated during the major site review process to ensure compliance with the UDO.

Parking
As the site will be unstaffed, no parking minimum will be required.

Landscaping and Buffers
All landscape and buffers are to be approved in accordance with Article 8, Landscaping and Buffering and Section 5.3.12.F.2.G., Miscellaneous Uses, Telecommunication Facilities, of the Pender County Unified Development Ordinance.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along road frontage
Type C	Along the perimeter of leased lot or parcel

Signage
Any signage required by federal, state, and local agencies will be reviewed for compliance during the site development plan review process.

Utilities
The applicant has indicated that Duke or Four County will provide electrical service to the site. No other utilities are required as the site will be a passive unstaffed use.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1]. The project site has been positioned so it is outside of the AE zone to the south.
Wetlands	Portions of the subject property contain characteristics of wetlands[2, 3]. The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

PUBLIC NOTICE

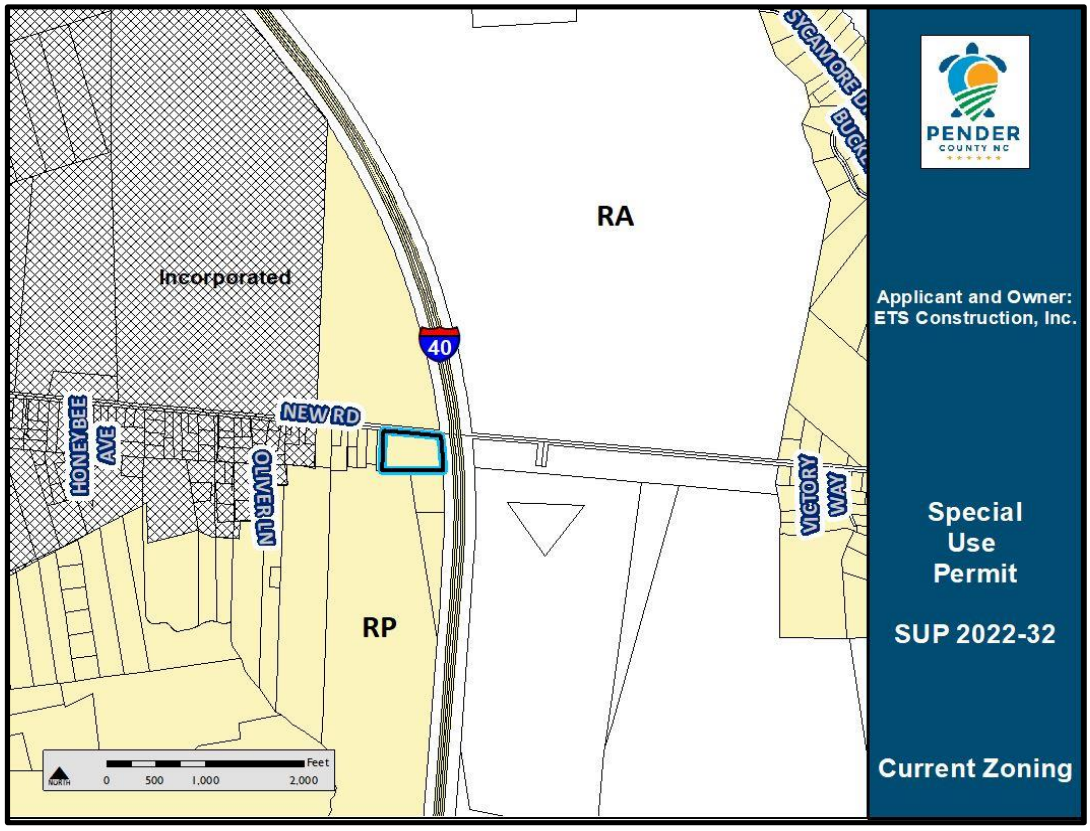
Public Notice for the Special Use Permit request has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of this request, and a public notice sign has been placed on the subject site.

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. These sections are provided as Attachment 1.

Below: Zoning Map of the Area



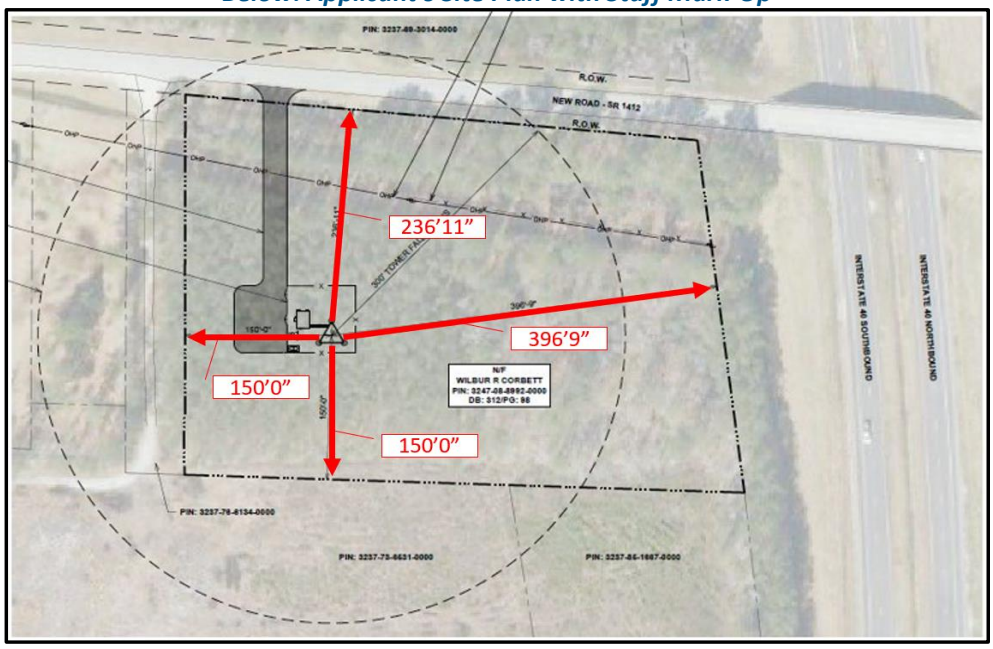
Unified Development Ordinance Compliance

The subject property is zoned RP, Residential Performance zoning district. The Residential Performance District is intended to allow a variety of residential uses and densities and also limited commercial activities as well as agritourism. Existing or new agricultural and farm uses shall be allowed on undeveloped land prior to development.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 44-45 RETAIL TRADE											
Telecommunication Facilities		SD	**SD**			SD	SD	SD	SD	SD	

According to Section 5.3.12 of the Pender County Unified Development Ordinance (UDO), the Board of Commissioners, through the Special Use Permit public hearing, may reduce the minimum distance required above on finding that a lesser distance will not be injurious to properties or improvements in the affected area, but in no case may the minimum distance be reduced to less than that equal to 50% of the tower's height, or 50 feet, nor less than the minimum required setback depth applicable in the zoning district in which the tower is located. As proposed, the applicant is seeking a reduction of the required 300'setback from the north, south, and west property lines. The applicant's submitted site plan with staff mark-up is included below with the proposed setbacks and the additional standards for freestanding telecommunication towers from section 5.3.12 are provided in the board's packet as Attachment 2.

Below: Applicant's Site Plan with Staff Mark-Up



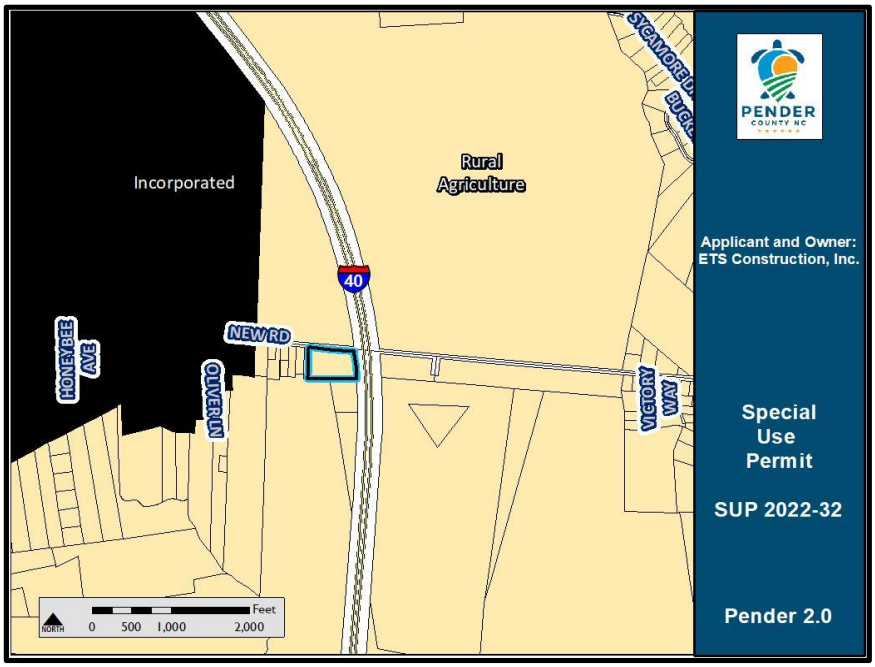
CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Undeveloped	RP, Residential Performance
East	Single Family Residential, Undeveloped	RP, Residential Performance
South	Undeveloped	RP, Residential Performance
West	Undeveloped	RA, Rural Agricultural

Pender County 2.0: Comprehensive Land Use Plan Compliance

The subject property is classified as Rural Agriculture in the Pender County 2.0: Comprehensive Land Use Plan. The Rural Agriculture future land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agriculture uses are highly encouraged, as consideration should be given to the preservation of prime farmland soils for continued prosperity of farming and forestry operations. In addition to agriculture, very low-density single family residential development (conventional-built and manufactured) are appropriate in these areas.

Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it has the potential to provide a resource to nearby residents. The project could increase cell phone coverage in more rural and sparsely populated areas of the county and increase public safety by providing greater access to emergency services.

Below: Future Land Use Map of the Area



In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

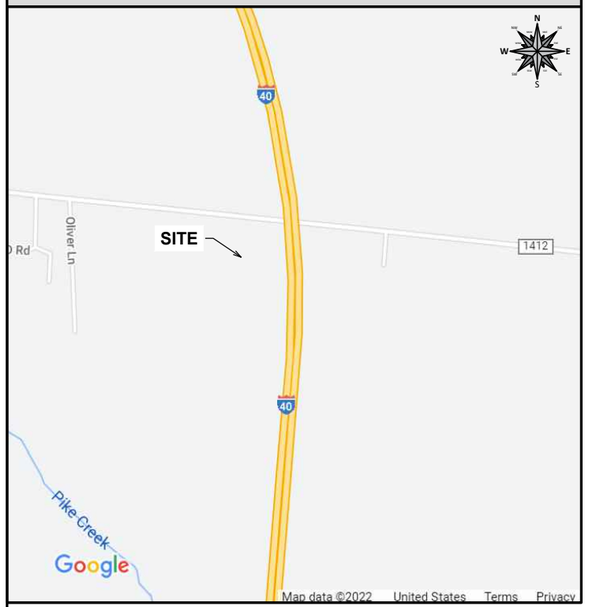
The proposed commercial use is consistent with the above policies because it can provide electrical services to residents and visitors, with very minimal impacts on traffic. The proposal was not found to conflict with any goal, objective, or policy within the Pender 2.0 Comprehensive Land Use Plan.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

SITE MAP



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SCOPE OF WORK

INSTALLATION OF A PROPOSED ACCESS ROAD TO A PROPOSED 70'x70' CHAIN-LINK FENCED COMPOUND WITH A 300' SELF-SUPPORT TOWER, 13'-1x17'-1" PREFABRICATED EQUIPMENT SHELTER, GENERATOR AND PROPANE TANK.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

- 2018 N.C. BUILDING CODE (2015 IBC W/ AMENDMENTS)
- 2018 N.C. EXISTING BUILDING CODE (2015 IEBC W/ AMENDMENTS)
- 2018 N.C. FIRE CODE (2015 IFC W/ AMENDMENTS)
- 2018 N.C. FUEL GAS CODE (2015 IFGC W/ AMENDMENTS)
- 2018 N.C. MECHANICAL CODE (2015 IMC W/ AMENDMENTS)
- 2018 N.C. PLUMBING CODE (2015 IPC W/ AMENDMENTS)
- 2020 N.C. ELECTRICAL CODE (2020 NEC)

811 Know what's below. Call before you dig.

SITE NAME:
BURGAW MW

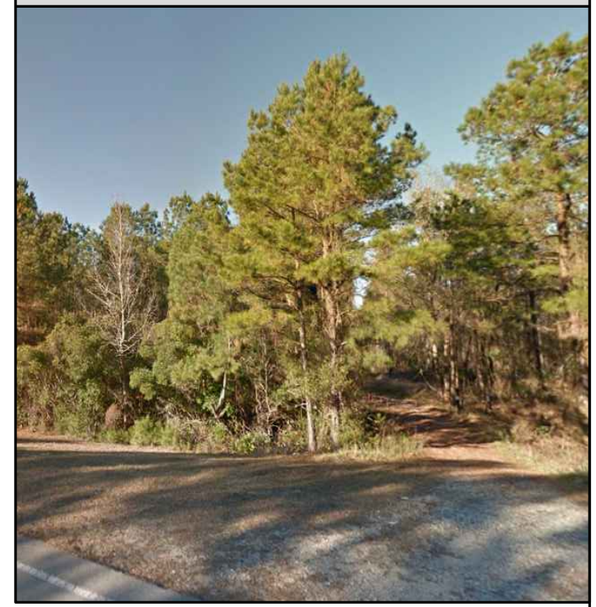
SITE ADDRESS:
NEW ROAD
BURGAW, NC 28425

LATITUDE & LONGITUDE:
N 34° 30' 11.68" , W 77° 52' 43.28"

INDEX OF SHEETS

SHEET #'S	SHEET TITLES
T-1	TITLE PAGE
C-1.0	OVERALL SITE PLAN
C-1.1	DETAILED SITE PLAN
C-1.2	DIMENSIONED SITE PLAN
C-2	TOWER ELEVATION

SITE PHOTO



SITE SUMMARY

SITE TYPE:	NEW CONSTRUCTION
STRUCTURE TYPE:	SELF-SUPPORT
STRUCTURE OWNER:	DUKE ENERGY
STRUCTURE HEIGHT (AGL):	300' ±
OCCUPANCY TYPE:	UTILITY & MISCELLANEOUS (U)
STRUCTURE LATITUDE:	N 34° 30' 11.68" (35.503244°)
STRUCTURE LONGITUDE:	W 77° 52' 43.28" (-77.878690°)
JURISDICTION:	PENDER COUNTY
COUNTY:	PENDER
PARCEL ID:	3247-08-8992-0000
GROUND ELEV. (NAVD 88):	38.26'

PREPARED BY:

ENGINEERED TOWER SOLUTIONS
3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY®

SITE NAME:
BURGAW MW

SITE ADDRESS:
NEW ROAD
BURGAW, NC 28425
LATITUDE/LONGITUDE:
35.503244°, -77.878690°

SEAL: FIRM #: C-1016

PRELIMINARY NOT FOR CONSTRUCTION

REV	DATE	DETAILS
A	04/19/2022	PRELIMINARY
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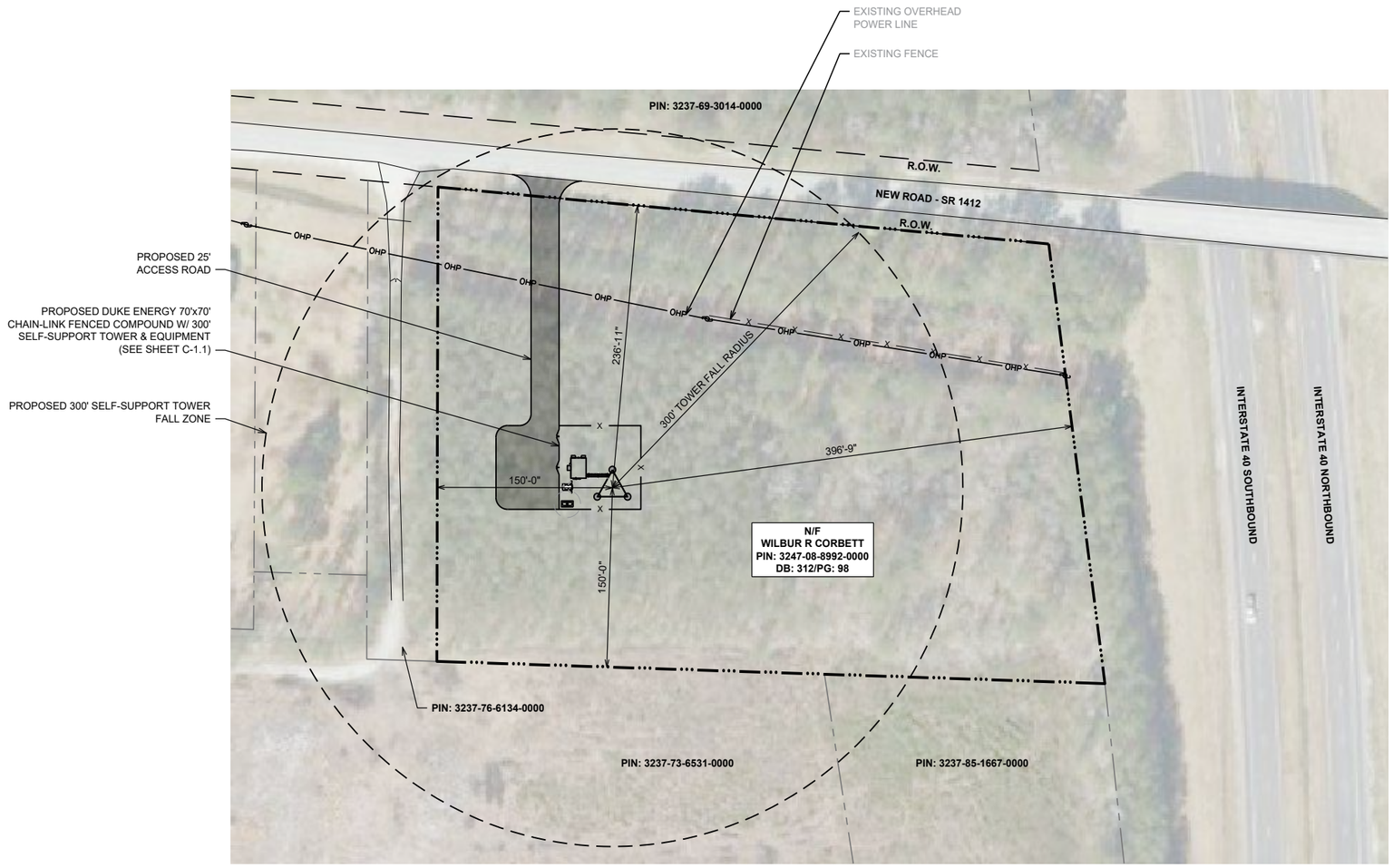
SHEET TITLE:
TITLE PAGE

SHEET # **T-1** | CURRENT REV #: **A** | ETS #: 21100795



TOWER SETBACKS	
PROPERTY BOUNDARY LINE	DISTANCE
NORTH	236'-11" ±
EAST	396'-9" ±
SOUTH	150'-0" ±
WEST	150'-0" ±

NOTES

1. SITE PLAN BASED ON PROVIDED DRAWINGS BY: SAM LLC, DATED: 03/03/2022
2. ALL INFORMATION SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY THAT ALL EXISTING INFORMATION IS AS INDICATED ON THE SITE PLAN, AND NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES. ALL PERTINENT ITEMS AND DIMENSIONS ARE RECOMMENDED TO BE VERIFIED IN THE FIELD. ENGINEERED TOWER SOLUTIONS, PLLC IS NOT LIABLE AND DOES NOT ASSUME RESPONSIBILITY FOR THIS CONTENT.

OVERALL SITE PLAN

1" = 100'-0"

PREPARED BY:

ENGINEERED TOWER SOLUTIONS
3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY

SITE NAME:

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BURGAW, NC 28425

LATITUDE/LONGITUDE:
35.503244°, -77.878690°

SEAL: FIRM #: C-1016

PRELIMINARY NOT FOR CONSTRUCTION

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SHEET TITLE:

OVERALL SITE PLAN

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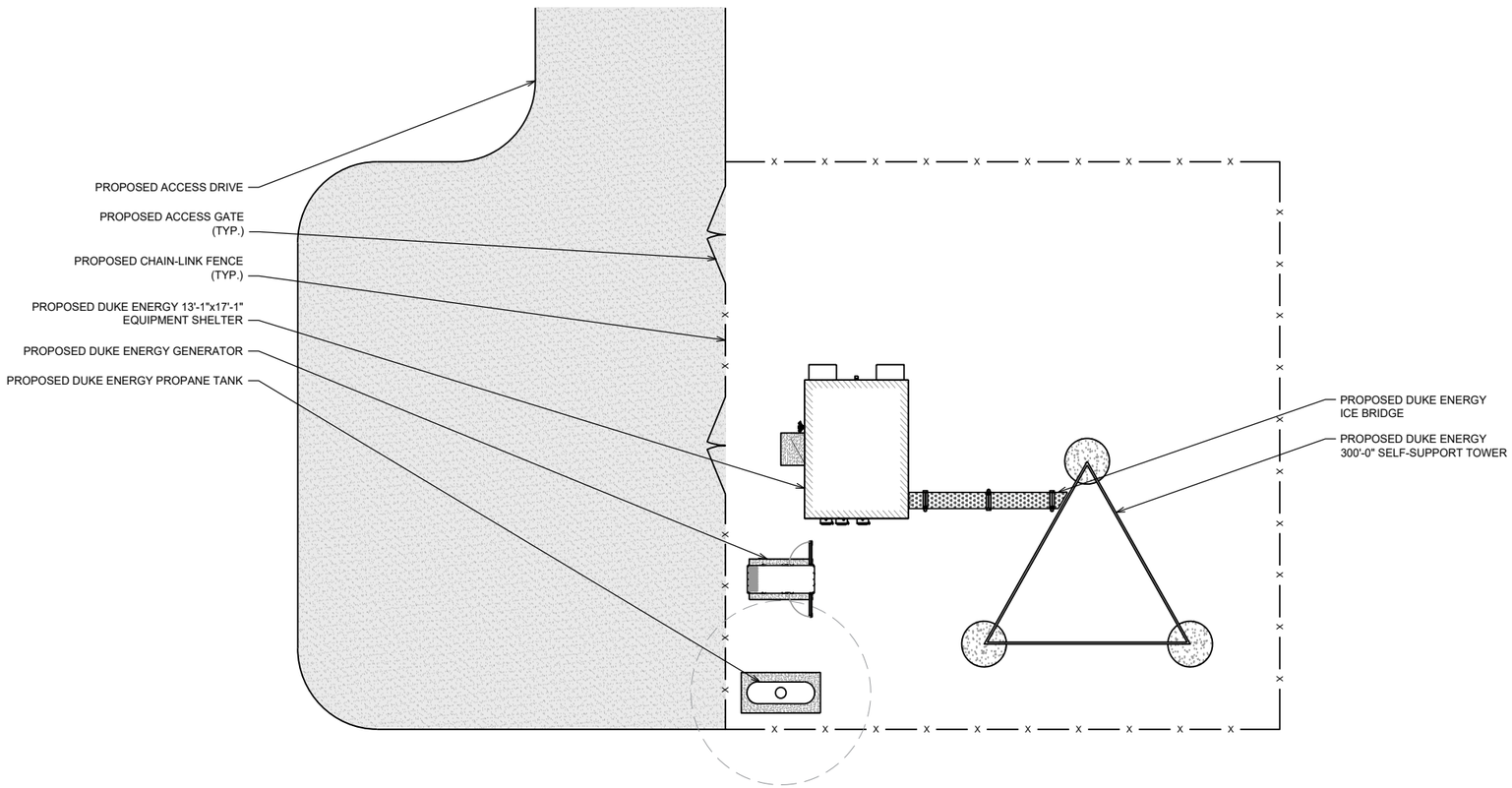

DETAILED SITE PLAN

1/16" = 1'-0"

PREPARED BY:

ENGINEERED TOWER SOLUTIONS

3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY

SITE NAME:

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SEAL: FIRM #: C-1016

PRELIMINARY NOT FOR CONSTRUCTION

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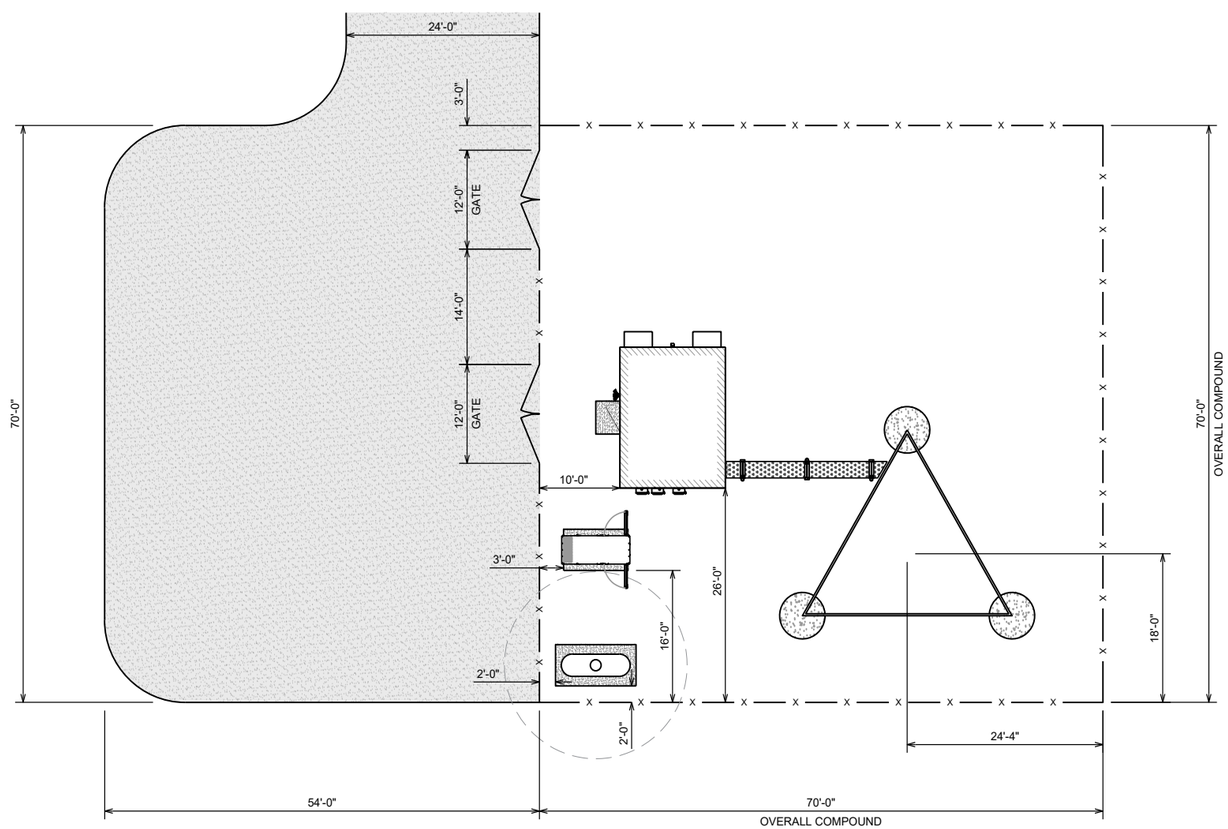
SHEET TITLE:

DETAILED SITE PLAN

SHEET # **C-1.1** | CURRENT REV #: **A** | ETS #: 21100795



DIMENSIONED SITE PLAN

1/16" = 1'-0"

PREPARED BY:

ENGINEERED TOWER SOLUTIONS

3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY®

SITE NAME:

BURGAW MW

SITE ADDRESS:
NEW ROAD
BURGAW, NC 28425

LATITUDE/LONGITUDE:
35.503244°, -77.878690°

SEAL: FIRM #: C-1016

PRELIMINARY
NOT FOR CONSTRUCTION

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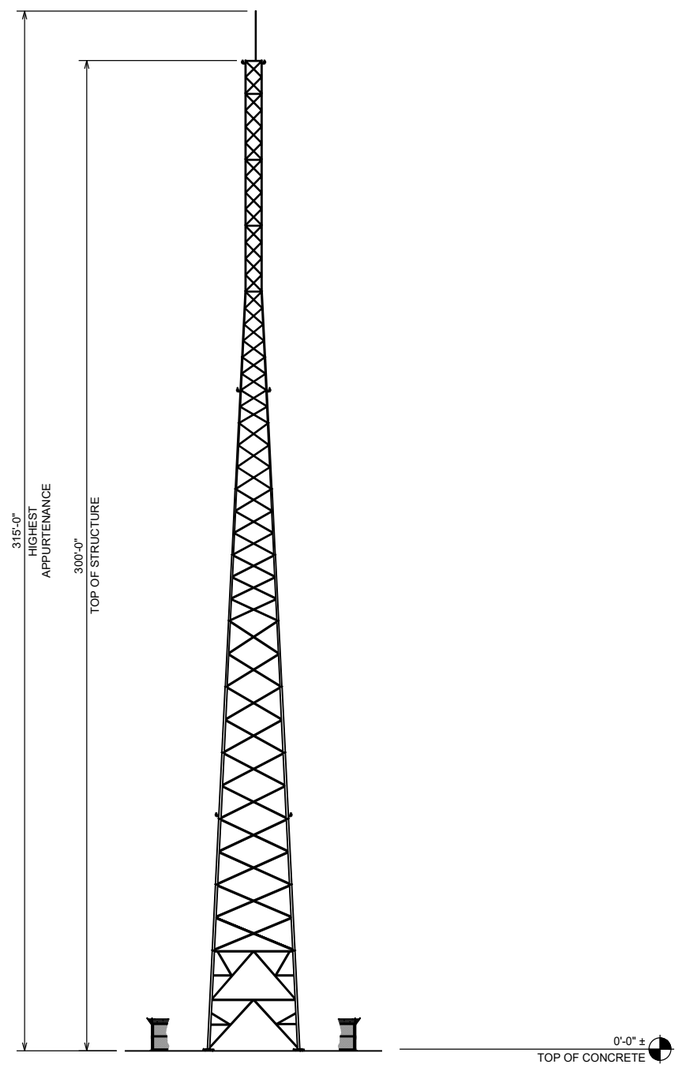
DRAWN BY: MT | CHECKED BY: AD

SHEET TITLE:

DIMENSIONED SITE PLAN

SHEET # **C-1.2** | CURRENT REV #: **A** | ETS #: 21100795



TOWER ELEVATION

1" = 40'

PREPARED BY:

ENGINEERED TOWER SOLUTIONS

3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY®

SITE NAME:

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LATITUDE/LONGITUDE:
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SEAL: FIRM #: C-1016

PRELIMINARY
NOT FOR CONSTRUCTION

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DRAWN BY: MT | CHECKED BY: AD

SHEET TITLE:

TOWER ELEVATION

SHEET # **C-2** | CURRENT REV #: **A** | ETS #: 21100795

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

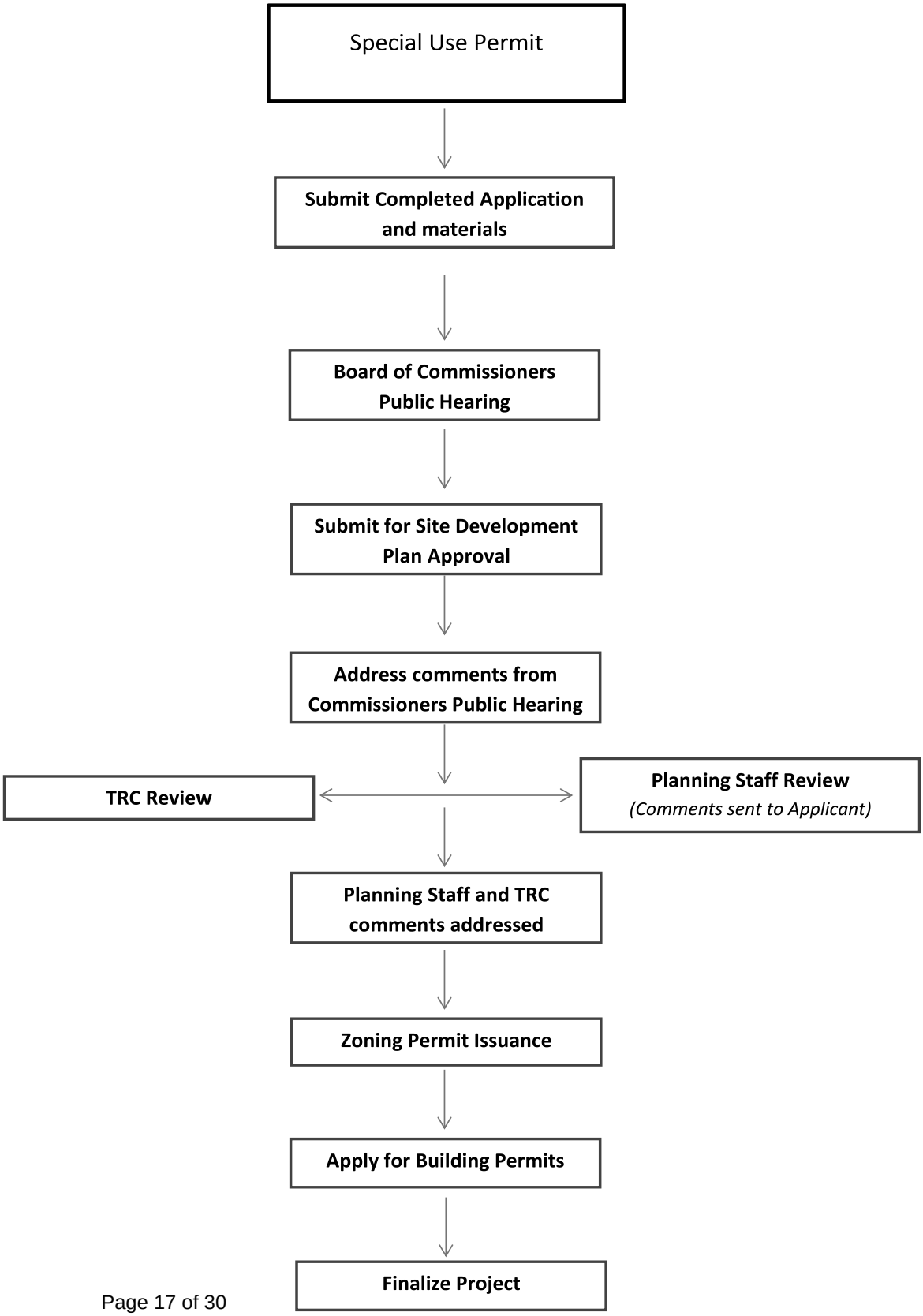
1. _____ **Pre-submittal Meeting**
   Date of Meeting N/A
2. _____ **Signed Application**
3. _____ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. _____ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. _____ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. _____ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. _____ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. _____ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date May 3, 2022

Printed Name ETS Construction, LLC / James E. Dickerson

Staff Initials: _____
Date: _____


Special Use Permit
Submit Completed Application and materials
Board of Commissioners Public Hearing
Submit for Site Development Plan Approval
Address comments from Commissioners Public Hearing
TRC Review
Planning Staff Review
(Comments sent to Applicant)
Planning Staff and TRC comments addressed
Zoning Permit Issuance
Apply for Building Permits
Finalize Project

		Agenda Deadline	Meeting Date
BOCC	January	12.6.19	1.21.20
	February	1.3.20	2.18.20
	March	2.7.20	3.16.20
	April	3.6.20	4.20.20
	May	4.3.20	5.18.20
	June	5.1.20	6.15.20
	July	6.5.20	7.6.20
	August	6.26.20	8.17.20
	September	8.7.20	9.21.20
	October	8.28.20	10.19.20
	November	10.2.20	11.16.20
	December	11.6.20	12.7.20

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

City, State, & Zip	Raleigh, NC 27615	**City, State, & Zip**	Charlotte, North Carolina 28202
Phone Number:	(919) 782-2710	**Phone Number:**	
Email Address:	eric.dickerson@ets-pllc.com casey.wood@ets-pllc.com	**Email Address:**	Wilbur R. Corbett - Trust Rebecca C. McGowan - Co-Trustee Melissa A. Corbett - Co-Trustee
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3247-08-8992-0000	**Total property acreage:**	512 acres
Zoning Classification:	RA	**Acreage to be disturbed:**	5.2 acres
Water Provider:	Town of Burgaw	**Wastewater Provider:**	Town of Burgaw
Project Address:	New Road, Burgaw, NC 28425	**NAICS Code:**	237130
Description of Project Location:	B/S 1412 4 MI S BURGAW & I 40		
Describe activities to be undertaken on project site:	Provide a new 300' SST, and 50kW generator with 500-gallon LP tank at the existing location. The existing tower will be removed after all services have been moved to the new tower.		

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	
Applicant's Printed Name:	ETS Construction, Inc. / James E. Dickerson	**Date:**	May 3, 2022
Owner's Signature	Rebecca C. McGowan Melissa A. Corbett, Co-Trustees	**Date:**	May 17, 2022
Owner's Printed Name:	Rebecca C. McGowan & Melissa A. Corbett - Co-Trustrees	**Date:**	May 17, 2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only	
☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**	**Total Fee Calculation: $**
	Application#:
	Date of Hearing:

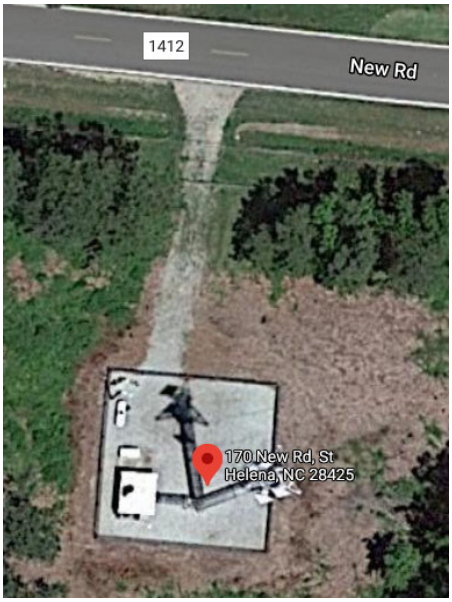
Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ **$_____**	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:		Date:
Application completeness approved by:		Date:

RFP ONLY

Site Name: Burgaw MW (NCBGW011)
Site Address: 170 New Road; Burgaw, NC 28425 (Pender County)
Approximate Coordinates: 34° 30' 20.9772" N, 77° 54' 1.5444" W



Contractor Scope of Work

Duke Energy is looking to replace the guy tower at the Burgaw MW site. The compound will need to be expanded to accomidate the new tower. Provide a new 300' SST, and 50kW generator with 500-gallon LP tank at the existing location. Provide new antennas and feedlines with a dehydrator as listed. Elliptical waveguide for microwave shall be routed to the microwave rack(s) and connectors installed. Final termination to the rack is in the Duke Energy scope of work. As part of this scope the existing lines and antennas on the leased tower will be removed after all services are operational at the new site. The existing tower will be removed after all services have been moved to the new tower. Environmental testing of the shelter, if required, will be by others.

Existing Major Equipment

For reference the following equipment is located in the existing shelter:

Rack 1 – Alcatel Radio MDR8706 to Sutton & to Wallace
Rack 2 – Transport 600E CKT4329
Rack 3 – Radio equipment for Wilmington North
Rack 4 - Unknown

Tower Loading from Inspection report

6' Dish 125' AGL, 350° Azimuth (Leg A) to Wallace
6' Dish 126' AGL, 200° Azimuth (LegC) to Sutton
6' Dish 154' AGL, 200° Azimuth (LegC) to Sutton
6' Dish 154.5' AGL. 350° Azimuth (LegA) to Wallace

RFP ONLY

Project milestones

Duke will purchase the site and provide approved local Zoning / Building Permit, with support from the contractor as needed. The project milestones:

- In service date: **9/31/2022**
- Award of site: Day 1
- Geotech field investigation: Following NEPA or NEPA desktop clearance (NEPA work by others)
- Tower Loading: Due by day 30
- Tower final design: Due by day 60
- Construction drawings: IFR due day 90; IFC due day 120
- Mobilization: following Building Permit Approval
- Site substantial completion: mobilization plus 120 days, defined by the last of following
  - Third party inspection
  - Installation of the power meter
- Service transfer: Support of cutover as needed
- Removal scope: Following all services being active on the new tower.

Proposed Compound

Assume the following for compound design, the intent is to have a fully functional tower site:

- Match existing fence
- Match existing stone
- Extend grounding as required

Proposed Equipment

Tower:

- 300' self-supporting lattice tower with solid legs.
  - Three waveguide ladders
  - Safety climbs and climbing pegs on all legs
  - Internal climbing ladder with safety climb
- Air terminal to a maximum height of 315' AGL.
- Towers designed to TIA 222-H Risk Category III standards.
- Geotech studies for foundation designs is part of this scope, if done by others a deductive change order will be issued.
- Installation of Tower foundations:
  - 5' diameter drilled shafts
  - 60ft deep with 6" reveal above compound stone
  - Six anchors per each tower foundation.
  - Typical 4000 PSI concrete, placed with a positive displacement pump in the drilled shaft.
  - Drilling slurry is required for all shafts, include offsite disposal.
  - Rebar cage as required by the tower manufactures.
  - Spoils are to remain on site, removal from site will be a change order.

- Tower loading including lighting, antennas and equipment as follows:
  - Flash Technologies 48 Volt tower lighting system
  - P25 System
    - P25 RX; DS8A10P36U-D; 280’ AGL; (1) ½” Coax Jumper to TTA
    - P25 TTA; DS7TMD17C; 280’ AGL; (1) 1-5/8” EC7-50A & (1) ½” EC4-50A
    - P25 TX; DS8A10P36U-D; 250’ AGL; (1) 1-5/8” EC7-50A
  - Paging Antenna; Commscope dB264; 250’ AGL, (1) 7/8” EC5-50A
  - Cambium at 245’:
  - QTY=4; Cambium PMP450M Access Points
    - QTY-4; Runs of Superior Essex BBDGe copper-clad steel armored Cat 5e cable
    - QTY=2; Commscope P-200 mounts – Two AP’s per mount
  - PADX6-W57A to sutton, 125’ AGL, 350°, (2) EU63
  - PADX6-W57A to sutton, 225’ AGL, 350°, (2) EU63
  - PADX6-W57A to Wallace; 225’ AGL, 200°, (2) EU63
  - PADX6-W57A to Wallace; 125’ AGL, 170°, (2) EU63
  - (Future) QTY=3; PADX6-W57A at 230’, (2) EU63
  - (Future) LTE array at 215’
  - (Future) LTE array at 200’
  - (Future) LTE array at 185’
  - (Future) QTY=1; PADX6-W57A at 125’, (2) EU63

Proposed Shelter and Generator

- Generator:
  - 50kW Generator; Kohler Model 50REZG with 4Q7 Alternator or Cummins Model C50 N6
  - 500 Gallon LP Tank

Duke Energy Scope of Work

- Review and refine microwave and radio antenna and lines design and specification, and communicate any changes to the contractor, through the Duke Energy Program Manager
- Engineering job packages and installation of:
  - New DC Plant and Batteries
  - New Net Guardian 240T
  - Generator Alarming
  - Land Mobile Radio
  - Microwave
  - Cambium
  - Paging
- Materials and labor for all telecom equipment inside the building.
- Work with contractor to cutover new RF systems to the new tower.

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

Section 5.3.12.P-Q of the Pender County Unified Development Ordinance

P. Telecommunication Facilities

1) Co-located - Telecommunication antenna units that are attached to structures constructed for purposes other than supporting telecommunication equipment may be no taller than 30 feet or 30% of the structure's height. Co-located towers must comply with all relevant standards of this Article.

2) Freestanding - Freestanding telecommunication towers must comply with the following standards:

a) The minimum distance between the tower and an adjoining parcel of land that is residentially developed or is vacant and zoned Rural Agricultural, Residential Performance, Manufactured Home, General Business or Office & Institutional, or from an adjoining local road separating the tower site from such a parcel, must be equal to the tower's height, but not less than 50 feet, nor less than the minimum setback depth applicable in the zoning district. This provision does not apply in relationship to any nonconforming residential use or the residence of a caretaker or watchman accessory to a permitted non-residential use.

b) The Board of Commissioners, through the Special Use Permit public hearing, may reduce the minimum distance required above on finding that a lesser distance will not be injurious to properties or improvements in the affected area, but in no case may the minimum distance be reduced to less than that equal to 50% of the tower's height, or 50 feet, nor less than the minimum required setback depth applicable in the zoning district in which the tower is located.

c) The minimum distance between the tower and any other adjoining parcel of land or road must be equal to the minimum setback depth applicable in the zoning district, plus any additional distance necessary to ensure that the tower, as designed, will fall within the tower site.

d) The distances referred to above must be measured from the outside dimensions of the tower, not from the guy anchors.

e) If the tower is more than 100 feet high, but less than 180 feet high, it must be engineered and constructed to accommodate at least one additional telecommunication user. If the tower is at least 180 feet high, it must be engineered and constructed to accommodate at least 2 additional telecommunication users. Provision of co-location sites on other towers is encouraged wherever feasible.

f) The base of the tower and each guy anchor must be surrounded by a fence or wall at least 8 feet high, unless the tower and all guy anchors are mounted entirely on a structure over 8 feet high. Except for its entrances, the fence or wall must be screened with plant material so that no more than two-thirds of its surface is visible, within 3 years after its installation, from a public street or from any adjoining parcel of land that is residentially developed or is vacant and zoned Rural Agricultural, Residential Performance, Manufactured Home, General Business or Office & Institutional.

g) A buffer yard must be provided around the perimeter of the lease lot as in accordance with the requirements of Article 8, Landscaping & Buffering. A 40-foot-type C buffer yard is required along the inside perimeter of a leased lot or parcel for the utilization of telecommunication towers.

h) Radio, television, or other electromagnetic transmission or reception on other properties may not be disturbed or diminished.

i) The tower must meet the standards of the Federal Aviation Administration (FAA) for avoiding obstruction of navigable airspace and approaches to public airports (see Federal Aviation Regulations Part 77, as amended), and for marking and lighting structures to promote aviation safety (see FAA Advisory Circular 70/7460, as amended). Specifically, tower lighting must meet applicable FAA standards for either red obstruction lighting systems or dual lighting systems (red lighting for nighttime and medium-intensity flashing white lighting for daytime). If a tower is proposed to be located within 1,000 feet of a private use airport, the application must so indicate.

j) Output from the tower's antennas must meet the minimum standards of the Federal Communications Commission (FCC) relating to the environmental effects of radio frequency emissions.

3) Standards for Specific Zoning Districts

a) Residential Districts - Telecommunication towers in residential districts must comply with the following standards:

i) If the tower is more than 75 feet high, it must be located at least 1,500 feet from any other telecommunications tower greater than 75 feet high; provided, however, that this separation requirement does not apply from a tower if the applicant submits sufficient evidence to demonstrate that a reasonable effort to co-locate on that tower has been made, or that co-location on the tower will not technically satisfy the applicant's specific needs.

ii) Buildings associated with the tower may not be used as an employment center for any worker (This provision does not prohibit the periodic maintenance or monitoring of equipment and instruments).

b) Non-residential Districts - If the tower is more than 100 feet high, it must be located at least 1,000 feet from any other telecommunications tower greater than 100 feet high; provided, however, that this separation requirement does not apply from a tower if the applicant submits sufficient evidence to demonstrate that a reasonable effort to co-locate on that tower was made, or that co-location on the tower will not technically satisfy the applicant's specific needs.

Q. Telecommunication Facilities – Public Safety

1) Public Safety Telecommunication Facilities must meet the development standards for Telecommunication Facilities as outlined in Section 5.3.12.P. Through the Special Use Permit process, the Board of Commissioners shall have the authority to waive setback requirements

provided that a survey prepared by a licensed professional showing that the designated fall zone associated with the tower is sufficient to accommodate the designed fall radius of the proposed tower.