



RESOLUTION R-2024-03

A RESOLUTION OF CENSURE OF MAYOR PRO TEM MIKE STONE

WHEREAS, during the February 1, 2024, Oak Ridge Town Council Meeting, Mayor Pro Tem Mike Stone uttered disparaging and profane comments about Mr. George McClellan, an Oak Ridge resident and long-serving former member of this Council, which were broadcast live and remain available on the Town's YouTube channel; and

WHEREAS, the public comments made by Mr. Stone violate the Code of Ethics approved by the Town Council on September 2, 2010, which requires Council members to "demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all of their *public activities* [emphasis added] in order to inspire trust in town government;" and to be "honest, patient, dignified, and courteous to those with whom they deal in their official capacity;" and

WHEREAS, members of the Town Council asked Mr. Stone to make a swift and direct written apology to Mr. McClellan, together with a public apology to the Town Council and Town residents in order to avoid this censure action; and

WHEREAS, a statement by Mr. Stone in a comment posted on a Northwest Observer Facebook post has been deemed insufficient because it did not include a direct apology to Mr. McClellan, taking full responsibility for the comments made, and an apology to this Council and Town residents, and since over the last nine weeks no sufficient statement has been made by Mr. Stone.

NOW, THEREFORE, BE IT RESOLVED that it is the intent of this Council to provide this Resolution of Censure, in accordance with the Code of Ethics, to Mayor Pro Tem Stone for his disparaging and profane comments about Mr. McClellan, and for his lack of a direct personal apology to Mr. McClellan, together with a fully public apology to this Town Council, and the residents of Oak Ridge.

Adopted this the 4th day of April, 2024.

Jim Kinneman
Mayor

Attest:

Sandra B. Smith, CMC, NCCMC
Asst. Town Manager/Town Clerk

Town of Oak Ridge, North Carolina



Continuity of Government Plan

November 2016

(Updated April 4, 2024)

Developed by:
Guilford County Emergency Management
1002 Meadowood St.
Greensboro, NC 27409
(336) 641-2278

Mayor, Town of Oak Ridge

Date

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1. Foreword/Background

Recent events, and the completion of a county Hazard Identification and Risk Assessment, have highlighted the variety of incidents that could interrupt operations among the governing body of the Town of Oak Ridge. Within the Town of Oak Ridge, the governing body is referred to as the Oak Ridge Town Council. To ensure the capability of the governing body to continue functioning during these periods of interruption, it is important that the jurisdiction create and maintain a Continuity of Government (COG) plan.

The COG identifies how the jurisdiction's legal responsibilities will be preserved, maintained, and/or reconstituted. The document also includes information on the orders of succession of leadership, delegations of emergency authority, and command and control. While this plan provides guidance on how to accomplish these goals, it is, by nature, only a guide which can be superseded by any decisions made by the governing body that may differ from what is outlined in this plan.

Basic information for the jurisdiction's governing body is included below. This includes the name of the jurisdiction and its governing body and the address of the meeting location of the governing body.

Jurisdiction Information
Name of Jurisdiction: Town of Oak Ridge
Name of Governing Body: Town Council
Meeting Location Name: Town Hall
Address: 8315 Linville Road, Oak Ridge, NC 27310

2. Introduction

a. Purpose

The purpose of the Continuity of Government plan is to ensure that the capability exists for the constitutional and legal responsibilities of the governing body of the Town of Oak Ridge to be continued regardless of any anomalies that may arise from a variety of different hazards. The functions and responsibilities that are outlined in this document must be maintained at a high level of readiness and be able to be activated or continued with or without warning no later than 12 hours after activation and operationally sustainable for up to 30 days following an emergency. By maintaining and updating this plan biennially, the Town of Oak Ridge can ensure that the impact on the governing body from a disrupting event or emergency will be minimized as much as possible.

b. Scope

This plan was created with the intent that it apply to the governing body of the Town of Oak Ridge. This governing body fulfills the mandates that have been established based on the state constitution, federal and state statute, and the Town of Oak Ridge Charter and local ordinances. This plan does not apply to any of the boards or committees that have been established, provided they do not have mandated governing authority.

This plan was created to allow for the continuation of the governance of the Town of Oak Ridge in spite of any interruptions that may occur. This plan is separate from any continuity of operations plan that may be managed by the jurisdiction; however, if such plans exist, the COG is able to work in conjunction with them to ensure both government operations and the governing body function appropriately even when presented with abnormal circumstances that could potentially lead to an interruption.

c. Situations and Assumptions

The Town of Oak Ridge is vulnerable to a variety of different hazards that could impact the normal operating conditions of the governing body. A variety of these different hazards are identified in the Guilford County Hazard Identification and Risk Assessment. There are two different situations that could result from any of the hazards that could interrupt normal operations and trigger an activation of this continuity of government plan. The first includes a loss of critical infrastructure and/or the primary meeting location while the second is a loss of existing members of the Town of Oak Ridge Town Council.

This plan was created with several different assumptions under which the plan would be expected to function. These assumptions include:

- i. Situations may occur that interrupt the normal operating environment.

- ii. In spite of these situations, the governing body is expected to continue functions.
- iii. One or more members of the Town Council are able to function and support the government responsibilities of the organization.
- iv. One or more of the meeting locations are available for use by the governing body.
- v. Communication methods exist to both facilitate the coordination of a meeting of the governing body and to disseminate decisions made by the governing body to those bound by or charged with carrying out those decisions.
- vi. Laws and authorities exist that allow the governing body to meet and make binding decisions for the jurisdiction.
- vii. If vacancies exist on the Town Council, methods through which to fill those vacancies are in place and utilized if needed.
- viii. This plan has been approved by the governing body's chairperson and is able to be used during an emergency situation.

d. Planning Scenarios

There are a variety of different scenarios that could lead to the COG being implemented. These have been separated out into three types of scenarios, which are listed below. These scenarios are the ones upon which the COG is based and serve as a guide for the potential scenarios that could require the COG being activated and implemented.

Level 1: Town Owned Legislative Building Affected. This would involve Oak Ridge Town Hall in Oak Ridge being affected and rendered unusable for the purposes of the governing body. This would most likely be due to a localized incident such as a loss of power, a fire, or a burst water pipe.

Level 2: Town Owned Legislative Building and Surrounding Areas Affected. This would involve the Oak Ridge Town Hall and the surrounding buildings and areas being affected and potentially closed due to widespread damage from an incident. This would likely be due to an incident that is larger in scale than the ones described for Level 1.

Level 3: Entire County Affected. This would be a scenario where the entire county was effectively closed due to the result of a wide-spread incident, such as a natural disaster, technological failure, or terrorist threat.

The scenarios discussed above could occur due to a variety of different types of emergency or threats. These emergencies or threats could occur either with or without

warning, during or outside of normal operating hours. As discussed above, there can be threats and emergencies that are either widespread or localized in nature.

e. Goals and Objectives

The goal of this continuity of government plan is to provide essential guidance for the governing body of Town of Oak Ridge to carry out the required duties in order to preserve governance of the jurisdiction.

The objectives of this plan include:

- i. Identify legal authorities that allow the governing body to function during disasters. Additionally, identify any authorities that allow for the governing body to deviate from normal operations.
- ii. Identify the lines of succession for the governing body.
- iii. Identify the responsibilities for the governing body.
- iv. Identify the emergency powers of the governing body.
- v. Identify the primary and alternate meeting locations.
- vi. Identify the support needs of the governing body to carry out its duties.

3. Laws, Authorities, and References

The Town of Oak Ridge has a variety of different laws, authorities, and references that help to guide how the town government functions during a disaster or emergency that interrupts its normal operating procedures. These different authorities are listed in the table below.

Laws, Authorities, and References
National Security Presidential Directive-51/Homeland Security Presidential Directive-20
N.C. General Statute 143-318.12(b)(3)
N.C. General Statute 160A, Article 5
N.C. General Statute 160A, Article 8
N.C. General Statute 160A, Article 9
N.C. General Statute 160A, Article 11
N.C. General Statute 160A, Article 12
N.C. General Statute 160A, Article 16
N.C. General Statute 160A, Article 18
N.C. General Statute 160A, Article 19
N.C. General Statute 160A, Article 20
Town of Oak Ridge Charter
Town of Oak Ridge Code of Ordinances

National Security Presidential Directive-51/Homeland Security Presidential Directive-20 promotes the concept of a comprehensive national program that involves all levels of government. With regards to continuity planning, these directives provide guidance for continuity planning for states, territories, tribal and local governments, and private sector organizations.

The North Carolina General Statutes (N.C.G.S.) listed involve various aspects of the governance of a municipal jurisdiction like the Town of Oak Ridge. These statutes include:

- N.C.G.S. § 143-318.12(b)(3) – Public notice of official meetings
- N.C.G.S. § 160A, Article 5 – Form of Government
- N.C.G.S. § 160A, Article 8 – Delegation and Exercise of the General Police Power
- N.C.G.S. § 160A, Article 9 – Taxation
- N.C.G.S. § 160A, Article 11 – Eminent Domain
- N.C.G.S. § 160A, Article 12 – Sale and Disposition of Property
- N.C.G.S. § 160A, Article 16 – Public Enterprise
- N.C.G.S. § 160A, Article 18 – Parks and Recreation
- N.C.G.S. § 160A, Article 19 – Planning and Regulation of Development
- N.C.G.S. § 160A, Article 20 – Interlocal Cooperation

The Town of Oak Ridge Charter and Code of Ordinances are both municipal specific documents that outline different roles and responsibilities of the Town Council of Oak Ridge.

4. Leadership and Succession

a. Orders of Succession

The orders of succession for any given agency or governing body outline the hierarchy of individuals who have the authority to make decisions and act as necessary in the absence of higher officials. For the Oak Ridge Town Council, the successors identified below are granted the power to act as the Chairman of the Town Council in the event of the Mayor’s absence. These successors are determined based on the Town of Oak Ridge Charter and Code of Ordinances, which are highlighted below. The identified orders of succession for the town government in Oak Ridge are outlined below.

Successors
Mayor
Mayor Pro Tempore
Council elected chairman

The Town of Oak Ridge Charter, Chapter 3 outlines the structure of the governing body, the number of members on the governing body, the manner of election of governing body members, and the term of office of governing body members. The Town of Oak Ridge Town Council consists of five members. The elections for each of the Town Council members are held in odd-numbered years. Two members are elected in one election and the other three members are elected in the next odd-numbered year. Each council member serves a term of four years. At the first organizational meeting following each election, the Town Council members elect one of their own to serve as the Mayor of Oak Ridge.

Chapters 4 and 5 of the Town of Oak Ridge Charter covers the election procedures for the Town Council and covers the overall administration of the town. Chapter 4 states that the Town Council members are elected by the nonpartisan plurality method as allowed for by North Carolina General Statute 163-292 and that the elections will be governed by general law except when otherwise approved by the Town of Oak Ridge Charter. Chapter 5 states that the Town of Oak Ridge will operate under the Council-Manager form of government as provided by North Carolina General Statute 160A-147 through 152, which covers the administration of Council-Manager cities.

b. Reconstitution of the Board

The Town Council is responsible for filling any vacancies that occur among its members, according to the provisions for filling vacancies outlined in North Carolina General

Statute 160A-63. If a Town Council member moves outside of the town limits or fails to attend three regularly scheduled, consecutive council meetings, the seat will then be declared vacant unless the council member can provide a written excuse for the absence. Pursuant to the General Statute, the vacant seat will be filled by an appointment selected by the remaining members of the town council. If the term of the vacant office expires immediately following the next regular town election or if the next regularly scheduled town election will be held within 90 days following the vacancy, the person appointed to fill the vacancy shall serve the remainder of the unexpired term. If, however, the next regularly scheduled election is to be held over 90 days past the vacancy occurring, then the selected successor shall fill that vacancy until the election when a successor is elected. The elected successor would then serve the remainder of the term.

If the number of vacancies present on the town council is such that a quorum of the council cannot be obtained, the Mayor shall appoint enough members to make up a quorum and the council will then proceed to fill the remaining spots. If the number of vacancies present results in the inability to form a quorum and the office of mayor is vacant, the Governor may fill the vacancies upon the request of any remaining member of the council or upon the petition of any five registered voters in the town.

5. Concept of Operations

a. Functions of the Governing Body

i. Town Government Organization

The organization of town government within Oak Ridge is dictated by N.C.G.S. § 160A, Article 5 and the Town of Oak Ridge Charter, Chapter 3. The North Carolina General Statute outlines the form of government for cities and towns within North Carolina. The information in this statute includes outlining the qualifications for elected office within a municipality, how vacancies within elected offices will be handled, the duties of the mayor, mayor pro tempore, and the municipal council, voting, and the allowance for the establishment of a code of ordinances.

Chapter 3 of the Oak Ridge Town Charter includes information concerning the governing body of the town. It includes information about the structure of the governing body, in this case the Town Council, and the number of members on the Town Council. It also states that the members of the Town Council will be nominated and elected by qualified voters in the town and that each Town Council member will serve a four-year term. This chapter also states that the mayor is selected by the Town Council members from their membership to serve until the next election.

ii. Adoption of Amendments to Annual Budget

The Oak Ridge Town Council is charged with approving and passing a budget for the town each fiscal year. The authority to do this is outlined in N.C.G.S. § 159-8, which states that each local government and public authority must operate under a balanced budget. The statute outlines what the budget must entail and dictates that the budget covers a fiscal year that runs from July 1 until June 30.

An additional statute that applies to this function of the Town Council is N.C.G.S. § 159-15, which deals with amendments to the budget. This statute outlines what and how changes can be made to a budget after July 1 when that budget was already approved for a fiscal year.

iii. State of Emergency Declaration

A state of emergency is able to be declared if the governing body finds that there are reasonable grounds for a declaration. The power to declare a state of emergency is granted to the governing body of a municipality based on N.C.G.S. § 166A-19.22 – Municipal or county declaration of state of emergency. The statute also allows that in a city or town, the power to declare a state of

emergency is able to be delegated by ordinance to the mayor of the jurisdiction, as is the case in the Town of Oak Ridge. That statute states that if an emergency is found to exist, then the governing body of a county can declare a state of emergency. This authority can be delegated to the chair of the board of commissioners, which is the case in Guilford County. The statute outlines how the emergency area that the state of emergency would apply to is determined and also explains that the mayors of additional municipalities within the county can request to be included on the state of emergency declaration. This statute also outlines that the state of emergency, once it is declared, will expire upon termination by the official or governing body who declared it.

An additional statute that deals with this function is N.C.G.S. § 166A-19.31, which gives municipalities and counties the power to enact ordinances to deal with a declared state of emergency. This statute states that the governing body of a county is able to enact ordinances during a state of emergency that allow for prohibitions and restrictions within the declared emergency area if it is determined that such ordinances will help ensure the safety and security of citizens and property. The types of restrictions and prohibitions that can be authorized are also outlined in this statute. These include but are not limited to:

- The restriction of the movements of people in public places, including but not limited to imposing a curfew and issuing both mandatory and voluntary evacuations.
- Prohibiting or restricting the operation of offices, businesses, and any other places that people may travel to or congregate at.
- Restrictions or prohibitions on the possession, transportation, sale/purchase, and consumption of alcohol.
- Restrictions and prohibitions on the possession, transport, sale/purchase, storage, and use of gasoline and dangerous weapons and substances, with the noted exception of lawfully possessed firearms and ammunition.

The statute also goes on to outline when special ordinances will take effect, which is immediately once the state of emergency is declared or at a later time specified when the governing body passes the ordinance. The same applies to any prohibitions or restrictions that are outlined in the ordinances related to the state of emergency. The statute also allows for the prohibitions and restrictions to expire when the official or entity who declared the action decides to terminate the restriction or when the state of emergency terminates, whichever occurs first. Finally, the statute allows for any individuals who violates a provision of the ordinance or declaration as declared by the general statutes will be guilty of a Class 2 misdemeanor.

The Town of Oak Ridge also included a chapter in its Code of Ordinances that further establishes the power of the Mayor to declare a State of Emergency. The chapter aligns with the General Statutes described above.

The individuals listed in the table on the attached Appendix A are the main contacts for the Town Council who would need to be contacted in the event that a State of Emergency needs to be declared.

b. Activation of Emergency Authority

Emergency authority in the Town of Oak Ridge will be activated by the Mayor following the guidelines stated in Oak Ridge Town Ordinance, Chapter 18. This section of the ordinance outlines under what conditions a state of emergency should be determined to exist and then states that based on North Carolina General Statute, the mayor is authorized with the power to declare a state of emergency and to impose any restrictions that are deemed necessary for the protection of citizens and property. This chapter also explains that in the event that the Mayor is absent or unable to perform his/her functions, the Mayor Pro Tem is able to act in the Mayor's place. In the event both the Mayor and Mayor Pro Tem are absent or unable to perform those functions, the Town Council will designate a person to act in their stead.

c. Public Meeting Notification

According to general statute, the public will be notified in the event of a change to the normal meeting schedule of the governing body and also in the event of an emergency meeting. N.C.G.S. § 143-318.12 establishes that the governing body is able to set a schedule for regular meetings and if the governing body changes the schedule of a regular meeting, it must go through certain steps to ensure the public is properly notified. For the purposes of the Oak Ridge Town Council, the regular meeting schedule must be kept on file with the town clerk. Similarly, if the regular meetings schedule of the Oak Ridge Town Council is changed, a revised schedule should be filed with the town clerk at least seven days before the first meeting to be held based on the revisions.

The second part of N.C.G.S. § 143-318.12 covers how notifications need to take place when a meeting is held that is not otherwise shown on the regular meetings schedule. This part of the statute also applies to emergency meetings, which are defined as a meeting that is called due to unexpected circumstances that require the governing body to address them immediately. One piece that is noted in this statute is that if a regular, special, or emergency meeting goes into recess, provided it is announced in the open session of the meeting when and where it will be continued, no further public

notification needs to take place. If, however, an emergency meeting is called, notice must be given to each media source that has requested, in writing, to receive notification of such an event. The notice is able to be given by email, phone, or any method that is usually used to notify the public, if not either of those. Notice of an emergency meeting shall be given to the public and any media sources immediately after the members of the governing body have been notified of one being called. This statute also notes that in an emergency meeting only business that is connected to the emergency may be considered and discussed. It is also noted that if the governing body has a website then the established schedule of any meetings should be posted on the website as well.

d. Implementation and Reconstitution

The continuity of government would be required to be implemented due to a variety of different situations, both localized and widespread, as described in the planning scenarios earlier in this document. These situations include known threats and emergencies that occur with warning and unanticipated threats and emergencies that occur with no warning. In the event of the need for the continuity of government plan to be activated, the severity and duration of the event would determine how long the plan would need to remain activated.

For the duration of the incident, the Mayor and members of the Town Council will coordinate to establish emergency powers in the Town of Oak Ridge. The Town Clerk will be responsible for ensuring that a damage assessment of the primary meeting location is conducted and will then determine if one of the alternate locations will need to be utilized. The Town Clerk will be responsible for designating staff to assist with the relocation to an alternate facility and for providing direction to the staff regarding what information should be provided to external entities and the public. The Town Council will use Oak Ridge Code of Ordinances and North Carolina General Statutes to ensure the proper procedures are followed when conducting a meeting in extenuating circumstances, as outlined earlier in this plan.

Reconstitution for the Town Council will occur when the Council has determined that emergency situation and interruptions that originally occurred have ceased and that the primary meeting location is safe to re-enter. The decision regarding the safety of the meeting location would be made in conjunction with building inspectors. Notification to the public of the return to normal operating procedures for the governing body will be made according to Oak Ridge Code of Ordinances and North Carolina General Statutes. The Town Clerk will be responsible for guiding all previously designated town staff through the reconstitution process and for ensuring that the primary meeting site is restored or replaced if necessary. If any appointments due to vacancies on the Town

Council need to be made, the rules and procedures outlined earlier in this plan will be utilized.

6. Operational Logistics

a. Key Responsibilities of the Town

i. Leadership and authority – This involves the preservation of leadership and authority within the town and prevents the unlawful assumption of leadership and authority by an ineligible party.

1. Responsibility of Mayor, Town Council

ii. Preservation of records – This includes the guidance and procedures for the safe keeping and preservation of records and documents that are considered vital to the town. This could include documents that are required to be maintained by law, are essential for the continuation of town services, or are of a historical nature.

1. Responsibility of Town Clerk

iii. Legal obligations – This seeks to ensure that all of the town’s criminal and legal obligations are met in an appropriate fashion.

1. Responsibility of Town Attorney

b. Alternate Locations

Alternate Facilities are locations where the governing body of Oak Ridge could function in the event that the main operating location identified earlier in the plan is rendered unusable due to an interruption in the normal operating environment. For this plan’s purposes, an alternate location would be utilized primarily in the event of a loss of utilities or if the Oak Ridge Town Hall building was damaged to the extent that it was not usable. The alternate facilities that the governing body of the Town of Oak Ridge could use are identified in the chart below. (Also see Appendix A for local contacts)

Alternate Facility	Facility Name	Phone Number	Facility Point of Contact
Primary Alternate Facility	Oak Ridge Elementary School	336-643-8410	Principal (See Appendix A)
Secondary Alternate Facility	Oak Ridge Military Academy	336-643-4131	President (See Appendix A)
Tertiary Alternate Facility	Oak Ridge United Methodist Church	336-643-4690	Pastor (See Appendix A)

i. Support Needs

When the use of an alternate facility is necessitated, there are additional support needs that require accommodation in order for the governing body to function. These support needs are in addition to basic facility needs such as electricity, water, and heating/cooling systems. These needs include a variety of different equipment and items, in addition to several reference materials. These items are included in the table below. In the event that these items were unavailable for transport to an alternate location, the request would be made for the ability to use similar items at alternate location and in the event that none was available, notes/minutes would be taken by hand.

Support Needs – Equipment and Items
Laptop Computer(s)
Video and audio recording equipment
LCD Projector
Internet Capabilities
Support Needs – Reference Materials
Oak Ridge Code of Ordinances
Oak Ridge policies and procedures
Key Personnel Contact Information

7. Plan Maintenance

With the assistance of Guilford County Emergency Management staff, this plan will be reviewed and updated on a biennial basis. Following a town election that results in changes to any of the legislative or leadership information within this document, an updated plan will be submitted to Guilford County Emergency Management within 60 days of swearing in of newly elected officials.

Appendix A

Updated April 4, 2024

Local Contact Information for Oak Ridge Town Council and staff

Name	Work Contact Information	Home Contact Information
Name: Jim Kinneman Position: Mayor	n/a	Address: 8502 Hollow River Court Oak Ridge, NC 27310 Phone: 336-207-7166 Email: james.kinneman@gmail.com
Name: Mike Stone Position: Mayor Pro Tempore	n/a	Address: 8112 Hunting Cog Road Oak Ridge, NC 27310 Phone: 336-402-0144 Email: mikestone@triad.rr.com
Name: Sandra Smith Position: Asst. Town Mgr./Town Clerk	Address: 8315 Linville Road Oak Ridge, NC 27310 Phone: 336-644-7009 Email: ssmith@oakridgenc.com	Address: 8451 Linville Road Oak Ridge, NC 27310 Cell: 336-706-7022 Email: ssmith@oakridgenc.com
Name: Bill Bruce Position: Town Manager	Address: 8315 Linville Road Oak Ridge, NC 27310 Phone: 336-644-7009 Email: bbruce@oakridgenc.com	Address: 2700 W. Market Street Greensboro, NC 27403 Cell: 336-549-6514 Email: bbruce@oakridgenc.com

Local Contact Information for Alternate Locations

Alternate Facility	Facility Name	Phone Number	Facility Point of Contact
Primary Alternate Facility	Oak Ridge Elementary School	336-643-8410	Penny Loschin, principal
Secondary Alternate Facility	Oak Ridge Military Academy	336-643-4131	Steve Wilson, president
Tertiary Alternate Facility	Oak Ridge United Methodist Church	336-643-4690	Mike Carr, pastor

NORTH CAROLINA
GUILFORD COUNTY

AGREEMENT FOR THE PURCHASE AND SALE OF ASSETS

This Agreement of Purchase and Sale is made between Village Woods Property Owners Association, Inc., a North Carolina corporation, duly authorized to do business in the State of North Carolina and having its principal office located at 1842 Banking Street, Greensboro., NC 27408 ("VWPOA"), and the Town of Oak Ridge, a North Carolina municipal Corporation ("Town"), whose address is 8315 Linville Road, Oak Ridge, NC 27310.

The Town and VWPOA hereby agree as follows:

1. *DEFINITIONS.* The following words and phrases are defined as set forth below when used in this Contract, unless a contrary meaning is clearly required by the context in which the word or phrase are used:

(a) "Effective date of this Contract": _____ 2024. This Contract is referred to herein as both "Contract" and "Agreement."

(b) "Acquired Assets": The property, including all fixtures, equipment and improvements thereto, constituting the following water system owned by VWPOA:

(1) _____ Water System (PWSID # _____);

Said system will be transferred to the Town pursuant to this Contract, as identified on Exhibit A, attached hereto and incorporated herein by reference, including the real property owned by VWPOA and located in the Subdivision more particularly described in the Map Book(s) in the Guilford County Registry listed in Exhibit B.

(c) Notwithstanding the foregoing, the Acquired Assets shall not include any of the following:

- (1) Customer water service lines that run from the meter boxes serving customers to the residences.
- (2) Piping and fixtures internal to the residences.
- (3) Cash on hand of VWPOA and accounts receivable for customer billings for any water and utility services provided by VWPOA prior to the Closing Date.
- (4) Deposits maintained by VWPOA with any governmental authority, deposits by VWPOA customers and any prepaid expenses related to the operation of the Acquired Assets.
- (5) Escrows or other provisions made by VWPOA for payment of any taxes.
- (6) Any and all real property as more fully set forth on Exhibit B.

(7) Rolling stock, tools and mobile equipment (excepts fixtures)

(c) "Closing Date": The date on which title to the Acquired Assets is transferred from VWPOA to the Town, which shall be as soon as reasonably possible after the later to occur of:

(1) Receipt by VWPOA of all regulatory approvals from applicable governmental authorities (other than the Town), in form and substance that are satisfactory to both parties, for the transfer of the Acquired Assets to the Town; approval by the VWPOA Board of Directors; and approval of this Agreement by the Oak Ridge Town Council.

(2) The Closing Date shall not occur any later than 30 days from the later of the date on which the termination rights in Paragraph 5 expire or are waived.

2. *CLOSING: GENERAL OBLIGATIONS.*

(a) On the Closing Date, VWPOA will transfer and convey to the Town the Acquired Assets owned and operated by VWPOA.

(b) It is agreed that Town will be entitled to all accounts receivable for customer billings for water service provided by the Town on and after the Closing Date, and VWPOA will be entitled to all such billings for services provided prior to the Closing Date. After the Closing Date, any payments received by the Town or VWPOA with respect to the water service provided by the Acquired Assets shall belong to the Town or VWPOA as indicated on such payment or the documentation relating thereto and each party agrees to cooperate with the other party to ensure that payments are forwarded to the proper party. If either party receives a payment which under the terms of this Agreement properly belongs to the other party, the party in receipt of such payment shall turn the payment over to the proper party upon receipt thereof without any right of setoff.

(c) From and after the Closing Date, the Town shall be solely responsible for the operation and maintenance of the Acquired Assets, including without limitation the costs associated with such operation and maintenance, except as otherwise expressly set forth herein.

3. *PURCHASE PRICE.* The Purchase Price for these systems is one Dollar (\$1.00). The Purchase Price shall be paid by the Town in full at the Closing.

4. *CLOSING TIME AND DELIVERABLES.*

(a) Closing hereunder shall take place as noted in Section 1(c) above or as may be adjusted for a later date as determined by mutual agreement of the Parties. The Closing shall occur at the offices of the Town and commence at 10:00 a.m. Eastern Standard Time. The date of the Closing is referred to herein as the "Closing Date". The effective time of the Closing shall be 12:01 a.m. on the day following the Closing Date.

(b) At Closing and subject to the terms and conditions herein contained, VWPOA shall deliver to the

Town all title and rights to the Acquired Assets, including without limitation the following:

- (1) A Bill of Sale and Assignment, Special Warranty Deed, and other instruments and documents of conveyance and transfer executed by VWPOA, all in form mutually satisfactory to the Town and VWPOA, as shall be necessary and effective to transfer and assign to, and vest in, the Town good and marketable title to the Acquired Assets;
 - (2) Assignment of easements, in a form mutually satisfactory to the Town and VWPOA, providing:
 - (i) access to all portions of the Acquired Assets; and (ii) access for use, maintenance and operation of the Acquired Assets;
 - (3) Copies, or the originals, where appropriate, of all plans, agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments and other documents in VWPOA's possession that are part of or related to the Acquired Assets;
 - (4) A complete and accurate list of the names, addresses, and billing addresses of all customers and lot owners as of the Closing Date, and any other information that may be reasonably pertinent to the purchase;
 - (5) Keys to all facilities identified as part of the Acquired Assets; and simultaneously with such delivery, all such steps shall be taken as may reasonably be required to put the Town in actual, physical possession and operating control of the Acquired Assets;
 - (6) An assignment of all permits for the water systems being transferred hereunder.
- (c) At Closing, and subject to the terms and conditions herein contained, the Town shall pay to VWPOA the Purchase Price.
- (d) VWPOA will take all steps reasonably necessary to transfer utility services, including, but not limited to, telephone and electric, as of the Closing Date. The Town will take all steps reasonably necessary to permit such transfer. In the event service cannot be transferred in the name of Town as of the Closing Date, the bills shall be pro-rated as of the Closing Date. VWPOA and Town agree to make such payments to each other as may be necessary to adjust for any VWPOA billing to VWPOA for utility services after closing and/or VWPOA service change that is not effective as of Closing Date.

5. *PRE-CLOSING ACCESS; PERMITS; CONDITION OF PROPERTY; THIRD PARTIES.*

- (a) It is a condition precedent to the closing and enforceability of this contract that the Town as a matter of due diligence and public trust shall have reasonable access prior to Closing to inspect all the physical components of the real property and personal property comprising the system(s) herein described and all the documents maintained by VWPOA pertaining to the acquisition, maintenance, public regulation, and business operations thereof, including without limitation all documentation described or referenced in Section 6(b) below. The Town in its sole discretion and as a matter of public trust shall have the absolute right to terminate this agreement based upon (a) VWPOA's failure to provide such reasonable access in any degree, (b) identification of any physical or legal aspect of such existing system(s) which renders incorporation of same into the Oak Ridge Water

System impracticable, or (c) the Town's convenience and without cause. Exercise of such right of termination shall consist of giving VWPOA written notice of such decision to terminate prior to the closing date. In the event the Town exercises such right of termination, each party shall bear their own costs incurred in this matter prior to such termination.

(b) Each party will support the other party's application to the applicable regulatory agencies having jurisdiction over the Acquired Assets. The Town will undertake the necessary actions and complete the necessary paperwork for the transfer of all permits or other approvals required from the North Carolina Department of Environmental Quality, and Division of Water Resources. VWPOA will undertake the necessary actions and complete the necessary paperwork for approval by the North Carolina Utilities Commission of the transfer and/or assignment of the Water System Assets by VWPOA to the Town. Either VWPOA or Town may terminate this Agreement without liability in the event the North Carolina Utilities Commission ("Commission") issues an Order approving the transfer of the Acquired Assets on terms that either VWPOA or Town determines, in either's sole discretion, are not satisfactory. This right to terminate must be exercised by the President of VWPOA or by the Town of Oak Ridge Mayor, respectively, within 30 days of the date on which the Commission's Order is final, unless the Parties agree to extend such period by mutual written agreement. Either party may, by written acknowledgement, waive such termination rights.

(c) The Acquired Assets will be transferred to the Town in "as is" condition as of the effective date of this Contract, except as otherwise expressly set forth herein. The documents needed to memorialize this passage of title will not be required to contain any warranties of conditions or title, except as expressly set forth in this Contract. Such documents must be by general warranty deed or permanent easement and sufficient to convey to the Town all of VWPOA's right, title and interest in and to the Acquired Assets, including all easements and rights-of-way whether or not recorded. VWPOA shall execute an Affidavit and Lien Waiver, as set forth in Exhibit C, which is incorporated herein by reference. Said general warranty deed and Affidavit and Lien Waiver, together with any other documents determined by the Town and VWPOA to be reasonably necessary to effect the transfer of the Acquired Assets, must be completely and properly executed and tendered to the Town on the Closing Date. A copy of said special warranty deed (as approved by the Parties but not containing a description of the Acquired Assets) is attached as Exhibit D.

(d) VWPOA will cooperate with the Town in establishing title to any portion of the Acquired Assets which may be contested and will take no position inconsistent with the unconditional right of the Town, without the payment of damages and just compensation, to maintain and operate all portions of the Acquired Assets. In the event that any action is filed against the Town and/or VWPOA within two (2) years of the Closing Date which results in a judgment against the Town and/or VWPOA that is limited to and requires the payment of damages or just compensation for the right to operate and/or maintain any portion of the Acquired Assets, and such judgment was not due to actions of the Town after the Closing Date which are substantially inconsistent with the rights and obligations of the Town in the operation and maintenance of a public water system, and if a judgment is entered against the Town, VWPOA will pay the full amount of said judgment up to a maximum of Fifty Thousand Dollars (\$50,000) ("Judgment Ceiling"). If more than one judgment is entered as described above, the cumulative amount of all such judgments which VWPOA is required to pay under this sub-paragraph may not exceed the Judgment Ceiling. VWPOA will have no obligation to defend the Town or pay any portion of the costs of such defense but must assist in such defense as expressly set forth above. The Town acknowledges and agrees that VWPOA shall have no other liability under this Contract for the Town's operation of the Acquired Assets after the Closing Date, except as otherwise expressly set forth herein. Further, VWPOA acknowledges that Town shall have no liability under this Agreement for any liability, cost or expense arising out of VWPOA's operation of the Acquired Assets prior to the Closing Date and VWPOA agrees to indemnify and hold Town harmless from any such

liability, cost or expense.

(e) Prior to the Closing Date, VWPOA will maintain the Acquired Assets in the same condition as existed on the effective date of this Contract, reasonable wear and tear excepted. VWPOA will be solely responsible for all expenses incurred in such maintenance. From and after the Closing Date, the Town will have the immediate and sole duty and responsibility for the operation and maintenance of the Acquired Assets. Thereafter, VWPOA will have no responsibilities for the operation and maintenance of the Acquired Assets and will have no interest in the revenues collected by the Town from and after the Closing Date.

(f) VWPOA represents and warrants to the Town that there is no discriminatory agreement between VWPOA and any customer or user of the Acquired Assets which will or may survive this Contract and be binding upon the Town. For purposes of this Contract, a discriminatory agreement is any agreement, contract or other understanding between VWPOA and any customer or user of the Acquired Assets which provides that: water service be extended and/or provided in a different manner than such service is extended and/or provided to the remaining customers or users of the Acquired Assets as to quality, quantity or any other aspect of extending and/or providing such services; or water services be provided upon the payment of a different schedule of rates, fees, charges or penalties for the provision of water services than is imposed upon the remaining customers or users of the Acquired Assets. In the event that a discriminatory agreement exists which survives this Agreement and is binding upon the Town, for a period of two (2) years following the Closing Date, VWPOA shall indemnify and hold the Town harmless from any and all damages incurred by the Town (including the reasonable costs, expenses and attorney fees) arising in whole or in part from the existence of such discriminatory agreement in an amount not to exceed the Judgment Ceiling.

6. *DEBT; DOCUMENTS; EXISTING CUSTOMERS.*

(a) It is expressly understood and agreed that, with the sole exception of VWPOA's agreements to provide water service to its individual customers through the water system comprising the Acquired Assets in existence on the Closing Date upon the payment of such fees, charges, penalties and fines as may be established in accordance with applicable law, the Town is not assuming any debt, contractual obligation, or liability of any nature or description of VWPOA except the contractual obligations listed in Exhibit E, which shall be assigned by VWPOA and assumed by Town. Except for service agreements, as described in the immediately preceding sentence, VWPOA shall remain fully and solely liable for any and all debts, obligations, or liabilities arising from VWPOA's operation of the Acquired Assets prior to the Closing Date, and VWPOA shall be responsible and hold the Town harmless from payment of any and all obligations including liability for any payment to a developer incurred prior to closing. Except as specified in Exhibit E, VWPOA has no contract to extend any portions of the Acquired Assets as of the effective date of this Contract and will not enter into such a contract without the express, written approval of the Oak Ridge Town Council. Such approval may be made subject to any condition(s) the Town Council may specify in its sole and absolute discretion.

(b) At Closing, VWPOA shall transfer all of the following documents that are in its possession: construction contracts, drawings, maps, and all other related documents evidencing the condition or location of any portion of the Acquired Assets; pending applications for water service; contracts or agreements to provide water service currently in effect; repair and maintenance records and any warranty information on any portion of said water system; revenue reports; plans, specifications, and surveys, on any planned

water facilities, and a copy of any written certification provided by any developer responsible for construction of all or part of the Acquired Assets showing developer's costs for the entire water system at each location. To the extent that such documents are in the possession of VWPOA's consultants, VWPOA shall make reasonable commercial efforts to obtain copies of such documents for Town, provided that the cost of obtaining any such documents from consultants shall be shared evenly between the Parties. Prior to closing, VWPOA shall make all the aforementioned documents within their possession available for inspection by the Town or its representatives, and further agrees to meet with the Town and/or its representatives to review operational procedures and protocols to ensure uninterrupted service to water customers in both subdivisions after ownership is conveyed from VWPOA to Town.

(c) The Town Manager, or Town designee, and an appropriate designee for VWPOA shall be authorized to determine mutually satisfactory, administrative details of the transfer of the above-referenced records, including but not limited to establishing the method for determining and rendering final water bills to customers of the Acquired Assets which are payable to VWPOA. Bills for water services provided to customers of the Acquired Assets after the Date of Transfer shall be payable to the Town. The Town shall provide reasonable assistance to VWPOA in VWPOA's efforts to collect any final, unpaid water bill of VWPOA. Such assistance will not include terminating water services to any delinquent customer or user, for failure to pay charges owing to VWPOA. To the extent authorized by applicable law, all documents and records transferred by VWPOA to the Town pursuant to this Paragraph which contain personally identifying information about VWPOA's customers are confidential records that shall be protected from disclosure and are not public records. VWPOA and the Town shall review such records prior to transfer and identify any information in VWPOA's customer records that is not collected by the Town for its water / customers. VWPOA may redact any information which the Town identifies as not collected by the Town for its water customers.

(d) Immediately upon the effective date of this Contract, but only following reasonable written notice to VWPOA, the Town will be allowed access to: inspect and review all portions of the Acquired Assets for purposes of inspecting the condition thereof; and all records of VWPOA including all contracts, drawings, and maps regarding the Acquired Assets, which are reasonably necessary to the Town in determining the condition of the Acquired Assets and VWPOA's obligation under this Contract including, without limitation, all records relating to the operation and maintenance of the Acquired Assets within their possession.

(e) Immediately upon the effective date of this Contract, VWPOA agrees to produce to Town Manager or designee (1) all of the operation and maintenance (O & M) manuals for any equipment at these locations (wells, pumps, chlorinators, etc. within their possession, and (2) any and all information on past testing and sampling, current requirements for same, and information related to the current frequency and approved sampling locations at each location.

7. *NEW SERVICE ACCOUNTS AFTER TRANSFER.* After the Closing Date, all requests for new service installations to the Acquired Assets must be made directly to the Town. Prior to the Closing Date, all requests for new service installations to the Acquired Assets shall continue to be made directly to VWPOA and all decisions with respect to the ability to provide new service installations shall be made by VWPOA in its sole discretion. In accordance with Section 3, the purchase price shall be established prior to execution of the contract and no change in the purchase price as a result of the customary addition or deletion of individual customers during the period between Contract execution and Closing will be allowed. Both the Town and VWPOA also agree not to take any actions that could cause a significant change in the customer number during this period, unless mutually agreed in writing by the parties. VWPOA agrees to provide, or

otherwise cooperate with the Town in providing, information to interested persons and to customers or users of the Acquired Assets concerning acquisition of the Acquired Assets by the Town and applicable procedures for requesting service from the Town.

8. *NO EXISTING LIABILITY FOR REFUNDS OR CREDITS.* VWPOA represents that no customer or user of the water system comprising the Acquired Assets will be entitled to any refund or credit arising from a deposit or advance payment for water service made to VWPOA prior to the Closing Date. To the extent VWPOA discovers before or after the Closing Date that a customer is entitled to a deposit, credit or any other payment, VWPOA is obligated to refund it directly to the customer. Under no circumstance is Town obligated to pay to customer any deposit, credit or other payment owed to customer by VWPOA.

9. *MISCELLANEOUS PROVISIONS.*

(a) This Contract is made in the State of North Carolina and must be construed under the laws of the State of North Carolina and without regard to North Carolina. Any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in Guilford County, North Carolina.

(b) This Contract is the entire agreement among the parties. There are no terms or conditions to this Contract which are not expressly set forth herein. This Contract may not be Amended except by a written document signed by an authorized official of each party.

(c) This Contract is binding upon the assigns and successors-in-interest of the parties and upon all corporations, partnerships, joint ventures or other legal entities which own or otherwise control a party, or are owned by or otherwise controlled by a party.

(d) This Contract shall not be construed to create any rights in any entity that is not a party to this Contract. All portions of this Contract shall be enforceable by each party against the other party. If any provision contained in this Contract which by its nature and effect is required to be observed, kept, or performed after the transfer herein required, it shall survive such transfer and remain binding upon and for the benefit of the parties hereto until fully observed, kept, or performed.

This the ___ day of _____, 20_____.

VILLAGE WOODS PROPERTY OWNERS TOWN OF OAK RIDGE
ASSOCIATION

By: _____
Vice/President

By: _____
Mayor

ATTEST:

ATTEST:

Corporate Secretary

Town Clerk

[corporate seal]

[Town seal]

DRAFT

Memorandum of Understanding and Agreement

THIS Memorandum of Understanding and Agreement (Agreement) is made and entered into as of the ____ day of _____ 202__ by and between Piedmont Land Conservancy, a North Carolina nonprofit corporation (PLC) and the Town of Oak Ridge (Town) in order to document their understanding of how they will work together to enhance the natural resources and scenic values of the Town and fulfill PLC's mission to protect land in the area to achieve maximum conservation value.

1. The Town has established a conservation easement grant program (Conserving Oak Ridge through Easements, or CORE) to provide funding to help preserve open spaces, farmland, historic properties, natural resources, scenic vistas, and recreational areas of the Town of Oak Ridge. CORE grant funds are reimbursement funds that can help cover up to the full cost of administrative expenses associated with establishing a conservation easement, including the PLC stewardship endowment, property surveys, baseline documentation, recording costs, and title insurance.
2. The Town wants to partner with PLC to identify properties that will enhance the Town's ability to permanently protect the conservation values identified above and to work with willing landowners whose property is located within the Oak Ridge town limits.
3. Landowners in the area have contacted both the Town and PLC to explore land protection options and funding sources that may be available to achieve their conservation objectives.
4. The Town and PLC shall meet at least twice a year to discuss conservation priorities and potential funding opportunities. In between these regularly scheduled meetings, if the Town or PLC are contacted by landowners interested in permanently protecting their land, the designated representative of each party will contact the other.
5. Responsibilities of PLC: PLC will provide the expertise needed to help landowners evaluate the protection options available to permanently protect their land. Options include: sale of the entire interest in the property; donation of the entire interest in the property; sale of a permanent conservation easement on the property or donation of a permanent conservation easement on the property or some combination of these options.
6. Responsibilities of the Town: The Town will identify particular properties that have significant conservation value and refer interested landowners to PLC to discuss the conservation options available to them. When the Town has funding available to assist with the transactional costs associated with completing a donated easement, or to be used as part of the funding for the purchase of the land or an easement, it will notify PLC with the details about the property and the funding available.
7. The Town and PLC will work together to determine the best course of action for each particular project. When the Town and PLC agree on a project, each party will take the necessary steps to obtain the requisite approval by their governing body. For PLC, this means that staff will meet with the landowner, evaluate the project using PLC's prioritization

matrix, present the project for approval by the Land Protection Committee and if recommended by the Land Protection Committee, present the project for Board approval. For the Town, staff will meet with the landowner, evaluate the project, and present the project for review/approval by the Conservation Easement Committee and if recommended by the Conservation Easement Committee, present the project to the Town Council for a grant award.

8. For each project, PLC will provide a budget for consideration by the Town to identify the transactional costs associated with the project which may include the following:
 - a. Baseline Documentation Report
 - b. Survey
 - c. Environmental Assessment (when indicated)
 - d. Cost of preliminary title investigation and
 - e. Recording fees
9. The Town will notify PLC of what funds are available for each project. If the funds available for the project are not sufficient to cover the transactional costs and the landowner is not able to cover any portion the Town does not pay, PLC is not obligated to complete the project.
10. Notices required by this Agreement shall be provided to the person identified below:

Town:

Bill Bruce
Town Manager
P.O. Box 374
Oak Ridge NC 2731-
336-644-7009
bbruce@oakridgenc.com

PLC:

Kevin M. Redding
Executive Director
Piedmont Land Conservancy
P.O. Box 4025
Greensboro, N.C. 27404-4025
Telephone Number: (336) 691-0088
Facsimile Number: (336) 691-0044

11. Either party may terminate this agreement at any time, provided however that if PLC has incurred costs related to a project that was authorized by the Town, the Town must pay PLC for any amounts owed to a third party who completed work on the project.

O-2024-02

**Town of Oak Ridge
Solid Waste Franchise Ordinance
Second Reading**

BE IT ORDAINED by the Town Council of the Town of Oak Ridge, North Carolina, that the Waste Collection Franchise Agreement between the Town of Oak Ridge and Waste Industries, Inc., originally dated April 2, 2009, renewed on March 31, 2012 and March 31, 2015, March 31, 2018, March 31, 2021, and currently expiring on March 31, 2024, is hereby renewed for a period of three years until March 31, 2027 between the Town of Oak Ridge and GFL Environmental Services, Inc. (formerly Waste Industries, Inc.).

Passed this 4th day of April, 2024.

Jim Kinneman
Mayor

ATTEST:

Sandra B. Smith, CMC, NCAMC
Asst. Town Manager/Town Clerk

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: April 2, 2024

RE: Interlocal Tax Agreement

Since incorporation the Town of Oak Ridge has contracted with the Guilford County Tax Department for collection of municipal taxes. For this service the County charges the Town a fee of 0.62% of all collections (excluding motor vehicle revenue). Based on revenues collected last year this equates to roughly \$7,000/year.

This year the Board of County Commissioners adopted an increased rate of 0.75%. The new rate will increase the Town's tax collection fees by roughly \$1500/year. The amended agreement also extends the agreement's term until June 30, 2029.

Requested Action: Approve the attached amended interlocal agreement with Guilford County for tax collections.



GUILFORD COUNTY CONTRACT NO. 90006141
TOWN OF OAK RIDGE

NORTH CAROLINA
GUILFORD COUNTY

AMENDMENT EXTENDING INTERLOCAL AGREEMENT ON TAX COLLECTION

This amendment, made and effective as of July 1, 2024, is an amendment to the Interlocal Agreement on Tax Collection made May 5, 2016 and effective July 1, 2016 (the “Interlocal Agreement”) between the Town of Oak Ridge, a municipal corporation in the State of North Carolina (“TOWN”), and Guilford County, North Carolina, a body politic and corporate (“COUNTY”), collectively referred to as the “Parties.”

WITNESSETH

THAT WHEREAS, on May 5, 2016, the TOWN and the COUNTY entered into the Interlocal Agreement, effective as of July 1, 2016, under which the COUNTY agreed to provide ad valorem tax listing and collection services to the TOWN for a five (5) year term from July 1, 2016 through June 30, 2021, which the Parties thereafter extended to an eight (8) year term through June 30, 2024;

WHEREAS, the TOWN and COUNTY have determined that it is in the public benefit and interest to extend the term of the Interlocal Agreement for an additional five (5) years on the same terms except as amended herein; and

WHEREAS, the governing bodies of the TOWN and COUNTY have ratified this amendment to the Interlocal Agreement by resolutions recorded in their respective minutes;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained in the Interlocal Agreement, as amended, accruing to the benefit of each of the Parties and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the TOWN and the COUNTY, the Parties agree as follows:

1. The term of the Interlocal Agreement is amended and shall be for thirteen (13) years, from July 1, 2016 to June 30, 2029, unless sooner terminated pursuant to its terms.
2. As of July 1, 2024, the Tax Collection Rate set out in Paragraph 14 of the Interlocal Agreement is amended to read “.75%”, an increase of .13% from the current rate of .62%.
3. All other provisions of the Interlocal Agreement and any subsequent modifications and revisions are ratified and shall continue in full force and effect in accordance with their terms.

GUILFORD COUNTY CONTRACT NO. 90006141
TOWN OF OAK RIDGE

IN WITNESS THEREOF, the Parties have executed this Amendment Extending Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Robin B. Keller, Clerk to Board

By: _____
Jason Jones, Assistant County Manager

(COUNTY SEAL)

By: _____
Ben Chavis, Tax Director

ATTEST:

THE TOWN OF OAK RIDGE

By: _____
Oak Ridge Town Clerk

By: _____
Town Manager

(TOWN SEAL)

APPROVED AS TO FORM:

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

By: _____
Oak Ridge Town Attorney

By: _____
Oak Ridge Finance Officer