GUILFORD COUNTY DISTRICT 1 SHERIFF'S OFFICE CRIME STATISTICS FOR JUNE 2025

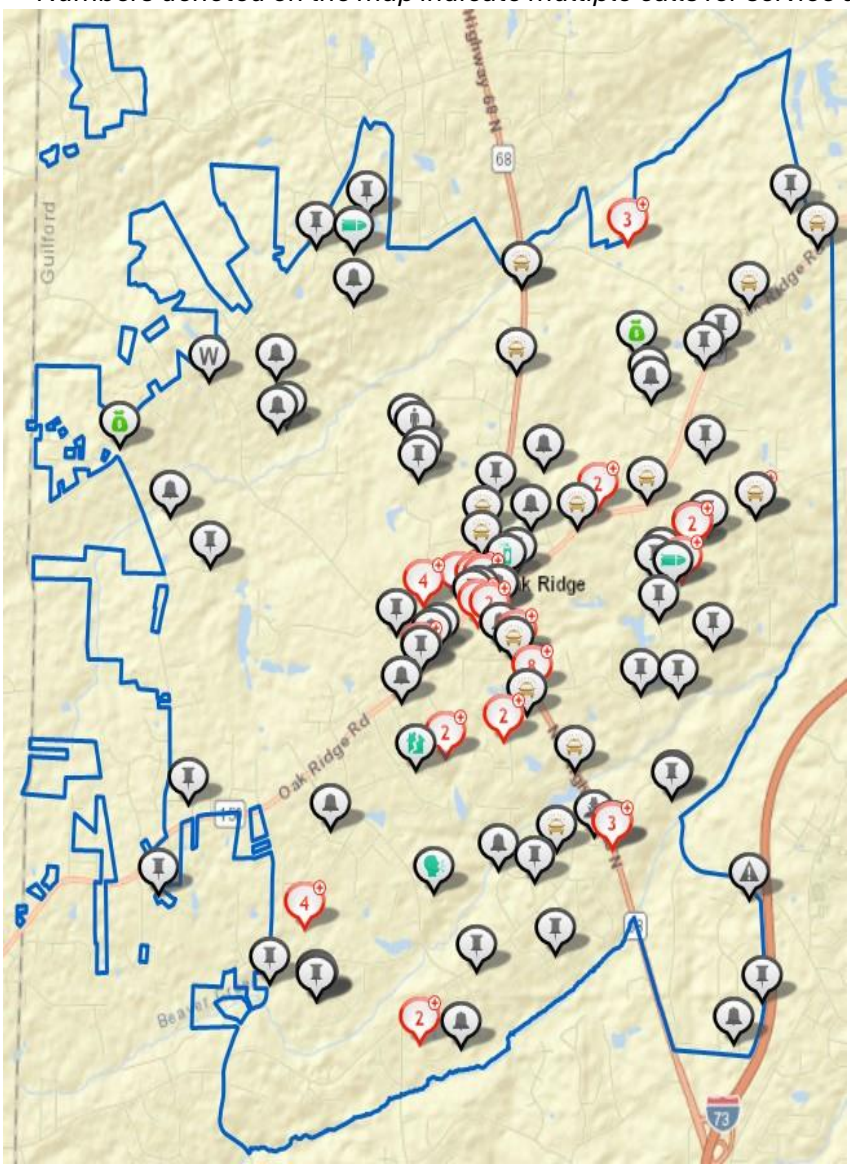
For the month of June, the sheriff's office responded to 140 calls for service in Oak Ridge, which resulted in 10 case reports.

Of Note:

- On 6/24, town staff reported a vandalism at town park on Lisa Drive from where a vehicle caused $200 in damages to grass near the football fields. Utilizing park surveillance cameras, the offender vehicle was seen driving erratically causing the damage around 3 a.m. that morning and a tag was obtained. Detectives followed up on that information and obtained a confession from a 17-year-old subject who had been loitering at the park with other teens. No charges were filed after the subject's mother paid for the damages per an agreement with council.
- On 6/24, deputies responded to a larceny from a home under construction in the 7600-block of Manderley Dr. in which multiple items are stolen. The case remains under investigation. This was one of several construction site thefts taken in the District for the month. We are reminding builders to please secure their equipment, keep detailed serial numbers of items left on site and consider installing security cameras when feasible.

Calls by type:

- *This is type of call upon initial dispatch, call nature often was changed after further investigation upon deputy arrival.*
- *Numbers denoted on the map indicate multiple calls for service at the same location.*



DISTURBANCE	3
ALARM	32
ASSAULT	1
DOMESTIC	1
WEAPONS OFFENSE	2
WARRANT	1
HAZARD	1
FRAUD	1
MISSING PERSON	2
OTHER	65
SUSPICIOUS	4
VANDALISM	3
THEFT	5
TRAFFIC	19

TOWN OF OAK RIDGE
PLANNING AND ZONING BOARD

RZ-25-01 Town Council Public Hearing Date: July 10th, 2025

GENERAL INFORMATION

Applicant/Owner: J and B Flynt Family Trust,

Representative: William (Bill) Greco, Land Solutions

Request: Rezoning request from AG (Agricultural) To RS-40 (Residential).

Location: The property is located on the West side of Williard Rd. approximately 353' North of the intersection of Williard Rd and Stafford Mill Rd. addressed as 5207 Williard Rd. being in Oak Ridge Township.

Tax Map ID#: 237771

Public Notification: The Town of Oak Ridge notified all property owners within 500' of the subject property and posted the property as well.

Existing Use: The property was used for agriculture (Forestry)

Tract Size: 6.35 Acres

Topography: Variable, Gently Rolling

Vegetation: Forested

	Adjacent Zoning	Adjacent Land Uses
N	AG	Agricultural
S	AG	Single-Family Residential
E	AG	Agricultural
W	AG	Agricultural

ZONING DISTRICT STANDARDS

District Summary:

Zoning District	Requested	Existing
Designation: Max. Density:	**RS-40** 1 DU/Per Acre	**AG** 1 DU/Per Acre No Major Subdivision

Proposed Conditional Use: None

SPECIAL INFORMATION

Overlay Districts: None

Environmental: Watershed: Greensboro General Watershed

Floodplains: This site does include floodplains.

Streams: Beaver Creek runs along northern boundary of property.

Utilities:

Public Water: None available

Public Sanitary Sewer: Non-available

Landscape Requirements:

Landscaping requirements per **Article IX Division 4** "Landscaping and Tree Protection Requirements" apply to this site.

Off-Street Parking Regulations: None

Tree Conservation Areas:

Will be determined during Subdivision approval process.

Transportation:

Street Classification:	Williard Rd – Collector
	New Street into development will be classified as a Local Collector.
Site Access:	All accesses must be designed and constructed to NCDOT Standards and to the standards set forth in Article VIII, Division 9, Section 30-860 (Streets) of the Town of Oak Ridge Code of Ordinance.
Traffic Counts:	2290 Annual Average Daily Traffic (AADT) Volume along Oak Ridge Rd (Taken in 2025 at the intersection of Williard Rd and Stafford Mill Rd.
Sidewalks:	None required
Traffic Impact Study:	Requirements for a Traffic Impact Analysis/Study is not required by the Town of Oak Ridge Code of Ordinance. However, NCDOT may require a study be completed during the subdivision review process.

Other: N/A

IMPACT ANALYSIS & STAFF DISCUSSION

Future Land Use Compatibility – 2016 Future Land Use Plan

OBJECTIVE 1.2: Recommend RS-40 zoning for development on tracts outside the town core with marginal environmental, agricultural, historic, or community open space value.

Comprehensive Pedestrian Transportation Plan

Figure 3.1 - Town of Oak Ridge Existing and Proposed Facilities map from the Pedestrian Plan does show a pedestrian paved shoulder along Williard Rd..

STAFF RECOMMENDATIONS:

The proposed request is consistent with the recommendations of the Oak Ridge Future Land Use Plan. Staff Recommend approval of the rezoning application.

Staff Report prepared by the Town of Oak Ridge Planning Department

PLANNING AND ZONING BOARD WRITTEN RECOMMENDATION ADDRESSING COMPREHENSIVE LAND USE PLAN CONSISTENCY AND OTHER APPROPRIATE MATTERS:

Motion to recommend Approval to Town Council the application for rezoning. The proposal is Consistent with the adopted land use plan, it is also Reasonable and in the public interest:

___Patty Paslaru

Seconded by: _Angie Byrd_____

Vote 6 to 0 in favor of the motion.

VOTE:	Flynt	_Aye____
	Streck	_Aye____
	Paslaru	_Aye____
	Byrd	_Aye____
	Simpson	_Aye____
	Fiorentino	_Aye_____

TOWN COUNCIL RECOMMENDATIONS:

Motion to Approve/Deny by:

Seconded by:

Vote ____ to _____ in favor of the motion.

ROLL CALL VOTE:

	Stone	___
	Greeson	___
	Kinneman	___
	Harton	___
	Schneider	___

MOTION

TO APPROVE

ZONING AMENDMENT

PROPOSED ZONING AMENDMENT: AG to RS-40

I make a motion that the proposed zoning amendment be approved based on the following:

1. *The proposed zoning amendment is consistent with the adopted comprehensive plan of the Town of Oak Ridge*. The Planning Board has provided the Council with its written statement that the proposed zoning amendment is consistent with the comprehensive plan, and the Council concurs and adopts the Planning Board's finding of consistency by reference. In addition, the Council further finds that the proposed zoning amendment is consistent with the comprehensive plan because:_____.

AND

2. *The proposed zoning amendment is reasonable*. The Council considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. The *proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is in the public interest because:_____.

[Call for second etc .]

MOTION

TO REJECT

ZONING AMENDMENT

PROPOSED ZONING AMENDMENT: AG to RS-40

I make a motion that the proposed zoning amendment be rejected based on the following:

1. *The proposed zoning amendment is not consistent with the adopted comprehensive plan of the Town of Oak Ridge*. The Planning Board has provided the Council with its written statement that the proposed zoning amendment is not consistent with the comprehensive plan, and the Council concurs and adopts the Planning Board's finding of inconsistency by reference. In addition, the Council further finds that the proposed zoning amendment is inconsistent with the comprehensive plan because:_____.

AND/OR

2. *The proposed zoning amendment is not reasonable*. The Council considers the proposed zoning amendment to be unreasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be unreasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is unreasonable because:_____.

AND/OR

3. The *proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be against the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be against the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is against the public interest because:_____.

[Call for second etc .]

MOTION

TO APPROVE

ZONING AMENDMENT

PROPOSED ZONING AMENDMENT: AG to RS-40

I make a motion that the proposed zoning amendment be approved based on the following:

1. *Even though the proposed zoning amendment is inconsistent with the adopted comprehensive plan of the Town of Oak Ridge, a change in conditions in meeting the development needs of the community has occurred since plan adoption*. These changes include:
_____.

Furthermore, the Planning Board has provided the Council with its written statement that the proposed zoning amendment is inconsistent with the comprehensive plan, but that a change in conditions in meeting the development needs of the community has occurred since plan adoption, and the Council concurs and adopts the Planning Board's finding of inconsistency and changing conditions by reference. In addition, the Council further finds that the proposed zoning amendment meets the development needs of the community because:
_____

AND

2. *The proposed zoning amendment is reasonable*. The Council considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is reasonable because:
_____.

AND

3. The *proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is in the public interest because: _____.

AND

4. By approving this motion, the Council also hereby amends the Town of Oak Ridge comprehensive plan to reflect the approved zoning amendment.

[Call for second etc .]

TOWN OF OAK RIDGE
PLANNING AND ZONING BOARD

RZ-25-02 Town Council Public Hearing Date: July 10, 2025

GENERAL INFORMATION

Applicant/Owner: 1850 HWY 68 LLC

Representative: William (Bill) Greco, Land Solutions

Request: Rezoning request from AG (Agricultural) To RS-40 (Residential).

Location: The property is located on the east side of NC Highway 68N. approximately ½ Mile south of the intersection of E Harrel Rd and NC Highway 68N. addressed as 1850 NC Highway 68N. being in Oak Ridge Township.

Tax Map ID#: 163231

Public Notification: The Town of Oak Ridge notified all property owners within 500' of the subject property and posted the property as well.

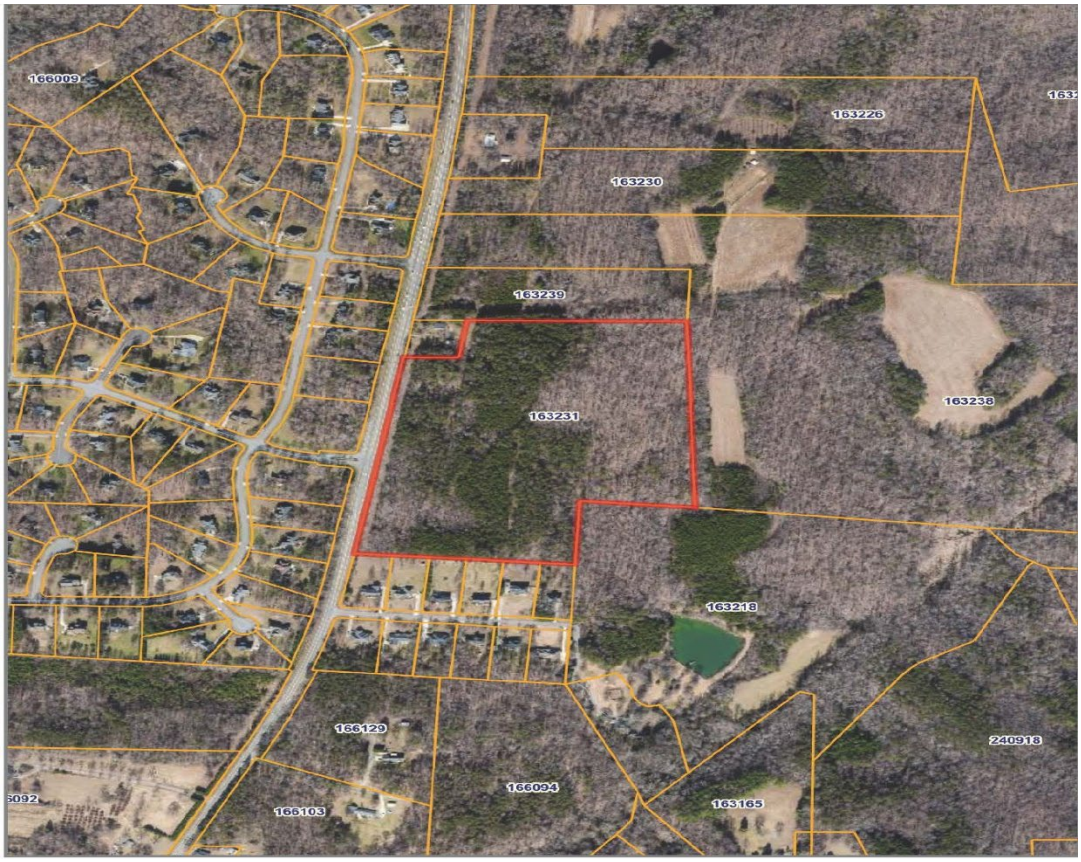
Existing Use: The property was used for agriculture (Forestry)

Tract Size: 29.6 Acres

Topography: Variable, Gently Rolling

Vegetation: Forested

	Adjacent Zoning	Adjacent Land Uses
N	AG	Agricultural
S	RS-40	Single-Family Residential
E	AG	Agricultural
W	RS-40	Single-Family Residential



ZONING DISTRICT STANDARDS

District Summary:

Zoning District	Requested	Existing
Designation: Max. Density:	**RS-40** 1 DU/Per Acre	**AG** 1 DU/Per Acre No Major Subdivision

Proposed Conditional Use: None

SPECIAL INFORMATION

Overlay Districts: None

Environmental: Watershed: Jordan Lake Watershed

Floodplains: This site does not include floodplains.

Streams: Parts of two perennial streams

Utilities:

Public Water: None available

Public Sanitary Sewer: Non-available

Landscape Requirements:

Landscaping requirements per **Article IX Division 4** "Landscaping and Tree Protection Requirements" apply to this site.

Off-Street Parking Regulations: None

Tree Conservation Areas:

Will be determined during Subdivision approval process.

Transportation:

Street Classification:	NC Highway 68 – Major Thoroughfare
	New Street into development will be classified as a Local Collector.
Site Access:	All accesses must be designed and constructed to NCDOT Standards and to the standards set forth in Article VIII, Division 9, Section 30-860 (Streets) of the Town of Oak Ridge Code of Ordinance.
Traffic Counts:	11,323 Annual Average Daily Traffic (AADT) Volume along NC Highway 68 N (Taken in 2024 near the intersection of Case Ridge Dr. and NC Highway 68 N.
Sidewalks:	None required
Traffic Impact Study:	Requirements for a Traffic Impact Analysis/Study is not required by the Town of Oak Ridge Code of Ordinance. However, NCDOT may require a study be completed during the subdivision review process.

Other: N/A

IMPACT ANALYSIS & STAFF DISCUSSION

Future Land Use Compatibility – 2016 Future Land Use Plan

OBJECTIVE 1.2: Recommend RS-40 zoning for development on tracts outside the town core with marginal environmental, agricultural, historic, or community open space value.

Comprehensive Pedestrian Transportation Plan

Figure 3.1 - Town of Oak Ridge Existing and Proposed Facilities map from the Pedestrian Plan does show a proposed sidewalk extending north to Case Ridge Dr. from the intersection of Hwy 68 and Oak Ridge Rd.

STAFF RECOMMENDATIONS:

The proposed request is consistent with the recommendations of the Oak Ridge Future Land Use Plan. Staff Recommend approval of the rezoning application.

Staff Report prepared by the Town of Oak Ridge Planning Department

PLANNING AND ZONING BOARD WRITTEN RECOMMENDATION ADDRESSING COMPREHENSIVE LAND USE PLAN CONSISTENCY AND OTHER APPROPRIATE MATTERS:

Motion to recommend Approval to Town Council the application for rezoning. The proposal is Consistent with the adopted land use plan, it is also Reasonable and in the public interest:

Patrick Fiorentino

Seconded by: Ron Simpson

Vote 6 to 0 in favor of the motion.

VOTE:	Flynt	Aye
	Streck	Aye
	Paslaru	Aye
	Byrd	Aye
	Simpson	Aye
	Fiorentino	Aye

TOWN COUNCIL RECOMMENDATIONS:

Motion to Approve/Deny by:

Seconded by:

Vote ____ to _____ in favor of the motion.

ROLL CALL VOTE:

	Stone	___
	Greeson	___
	Kinneman	___
	Harton	___
	Schneider	___

MOTION

TO APPROVE

ZONING AMENDMENT

PROPOSED ZONING AMENDMENT: AG to RS-40

I make a motion that the proposed zoning amendment be

approved based on the following:

1. *The proposed zoning amendment is consistent with the adopted comprehensive plan of the Town of Oak Ridge*. The Planning Board has provided the Council with its written statement that the proposed zoning amendment is consistent with the comprehensive plan, and the Council concurs and adopts the Planning Board's finding of consistency by reference. In addition, the Council further finds that the proposed zoning amendment is consistent with the comprehensive plan because:_____.

AND

2. *The proposed zoning amendment is reasonable*. The Council considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. The *proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is in the public interest because:_____.

[Call for second etc .]

MOTION

TO REJECT

ZONING AMENDMENT

PROPOSED ZONING AMENDMENT: AG to RS-40

I make a motion that the proposed zoning amendment be

rejected based on the following:

1. *The proposed zoning amendment is not consistent with the adopted comprehensive plan of the Town of Oak Ridge*. The Planning Board has provided the Council with its written statement that the proposed zoning amendment is not consistent with the comprehensive plan, and the Council concurs and adopts the Planning Board's finding of inconsistency by reference. In addition, the Council further finds that the proposed zoning amendment is inconsistent with the comprehensive plan because:_____.

AND/OR

2. *The proposed zoning amendment is not reasonable*. The Council considers the proposed zoning amendment to be unreasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be unreasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is unreasonable because:_____.

AND/OR

3. The *proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be against the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be against the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is against the public interest because:_____.

[Call for second etc .]

MOTION

TO APPROVE

ZONING AMENDMENT

PROPOSED ZONING AMENDMENT: AG to RS-40

I make a motion that the proposed zoning amendment be approved based on the following:

1. *Even though the proposed zoning amendment is inconsistent with the adopted comprehensive plan of the Town of Oak Ridge, a change in conditions in meeting the development needs of the community has occurred since plan adoption*. These changes include:
_____.

Furthermore, the Planning Board has provided the Council with its written statement that the proposed zoning amendment is inconsistent with the comprehensive plan, but that a change in conditions in meeting the development needs of the community has occurred since plan adoption, and the Council concurs and adopts the Planning Board's finding of inconsistency and changing conditions by reference. In addition, the Council further finds that the proposed zoning amendment meets the development needs of the community because:
_____

AND

2. *The proposed zoning amendment is reasonable*. The Council considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is reasonable because:
_____.

AND

3. The *proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is in the public interest because: _____.

AND

4. By approving this motion, the Council also hereby amends the Town of Oak Ridge comprehensive plan to reflect the approved zoning amendment.

[Call for second etc .]

NORTH CAROLINA
GUILFORD COUNTY

FACILITY LEASE AGREEMENT

THIS FACILTY LEASE AGREEMENT made and entered into this _____ day of _____, 2025, by and between **TOWN OF OAK RIDGE**, a Municipal Corporation of Guilford County, North Carolina (hereinafter referred to as "Lessor"), and **OAK RIDGE YOUTH ASSOCIATION, INC.,** a North Carolina non-profit corporation (hereinafter referred to collectively as "Lessee");

W I T N E S S E T H:

In consideration of the mutual covenants and agreements hereinafter recited, Lessor does hereby lease and demise unto Lessee and Lessee does hereby lease and take as tenant from Lessor, subject to the reservations and conditions stated hereinafter, those certain premises (hereinafter referred to as the "Premises") described as an approximately 2,000 square foot space or area of the Town of Oak Ridge Town Park Maintenance Building, shown as “Section B” on the floor plan attached to this lease labeled “Exhibit A” and incorporated herein by reference.

Lessor shall have no obligation to make any improvements in the Premises whatsoever, except as provided hereinafter, and Lessee agrees to accept the same in its present condition, "as is."

TO HAVE AND TO HOLD the said Premises unto the Lessee upon and subject to the following terms, conditions, and reservations:

1. *TERM*: The term of this Lease shall be for three (3) years, beginning on and retroactive to the 1st day of July, 2024, and ending at 12:00 midnight on the 30th day of June, 2027. The lease is subject to renegotiation of a replacement or successor lease, as herein provided, but such is not automatic or an option to renew or extend under N. C. Gen. Stat. § 160A-272.

2. *USE OF PREMISES*: The Premises shall be used and occupied by Lessee, subject to the reservations and

provisions set forth in herein, as follows:

Lessee shall use the premises only for the storage of materials and equipment reasonably necessary for youth recreational programs. Such use will not include the storage of any flammable or hazardous substances as same are defined during the term of this lease under any applicable local, state, or federal ordinance, law, code, or regulation. Lessee shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

3. *RENT*: Lessee shall pay to Lessor as rent during and for the term of this Lease the sum of ONE AND 00/100 ($ 1.00) Dollar, payable on or before the 1st day of July, 2024, and on or before the first day of July each year thereafter during the remaining term of this Lease.

4. *DELIVERY OF POSSESSION*: Upon execution of this Lease, Lessor shall deliver possession of the Premises to Lessee. Lessor and Lessee shall each retain keys to the Premises.

5. *DEFAULT/ REMEDIES/ HOLDING OVER*: The occurrence of one or more of the following events (herein referred to as "Events of Default") shall constitute a default by Lessee:

A. Abandoning or vacating the Premises prior to the expiration of the term of this Lease or prior to a valid termination thereof in accordance with the provisions of this Lease;

B. Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessee.

In the event of default by Lessee, and without waiving any other rights or remedies Lessor may have at law or in equity hereunder, Lessor shall have the right to terminate this Lease without notice to vacate (any right to which is hereby waived by Lessee) and Lessee's rights to possession of the Premises at any time, and re-enter and take possession of the Premises.

Upon the expiration of the term or other termination of this Lease, Lessee shall quit and surrender to Lessor the Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Lessee shall remove from the Premises all of its property. If Lessee shall hold over after the expiration of the term or other termination of this Lease, such

holding over shall not be deemed to be a renegotiation, renewal or extension of this Lease but shall be deemed to create a tenancy-at-will and by such holding over Lessee shall be deemed to have agreed to be bound by all of the terms, conditions and reservations of this Lease except those as to the term thereof.

6. *ASSIGNMENT AND SUBLETTING*: Lessee shall not assign this Lease or sublet the Premises or any part thereof.

7. *UTILITIES AND OTHER SERVICES*: Lessor shall apply for all utilities for the Premises in Lessor's name, including but not limited to water, sewer, natural gas, electricity, fuel oil, telephone or facsimile services, cable television, Internet or interactive connections, waste-collection services, and alarm-systems or other security services, and timely pay same during the term of this Lease. Provided, that Lessee shall not undertake any activity requiring a foreseeable and unreasonable amount of utility service to the Premises in any given month during which this lease is in effect; in the event of any such proscribed usage, Lessee shall reimburse Lessor therefor. For purposes of this Lease and this provision, "unreasonable" shall mean any utility service billing attributable to Lessee's use of the Premises exceeding ten (10%) percent of the average monthly billing for such utility service for the immediately preceding twelve-month period.

8. *PROPERTY MAINTENANCE/ REPAIRS*:

A. Grounds and Building Exterior: Lessor shall be fully responsible for maintenance of the outdoor grounds of the Premises and the exterior of the building.

B. Building Interiors: Lessee shall be fully responsible for care and maintenance of the interior of the Premises.

C. Repairs: Lessee shall be fully responsible for making all repairs of damage to the Premises occurring during the term of this Lease. All repairs hereunder shall be reported to Lessor and shall be completed promptly and within a reasonable time after identifying the need therefor.

9. *ALTERATIONS BY LESSEE.* Lessee shall make no alterations, modifications, additions, or improvements to the Premises without the prior written consent of Lessor. All alterations, modifications, additions, or improvements made by, for or at the direction of Lessee shall, when made, become the property of the Lessor and shall remain upon and be surrendered with the Premises as a part of this lease.

10. *PROPERTY OF LESSEE*: All property placed on the Premises by, at the direction of or with the consent of the Lessee, its employees, agents, licensees, or invitees, shall be at the risk of the Lessee or owner thereof and Lessor shall not be liable for any loss or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's proven acts of negligence.

11. *LESSOR'S RIGHT OF ENTRY*: Lessor shall have the right to enter and grant licenses to enter the Premises at any time and for such lengths of time as Lessor shall deem reasonable (a) to inspect the Premises, (b) to exhibit the Premises, (c) to make alterations or repairs to the Premises and to store necessary materials, tools and equipment for such alterations or repairs, (d) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises and the general welfare and comfort of Lessee or the general public, (e) for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this Lease Agreement, or (f) to abate any condition which constitutes a violation of any covenant or condition of this Lease or of general law. No such entry by Lessor shall in any manner affect Lessee's obligations and covenants under this Lease and no such entry shall of itself without affirmative proof of negligence on the part of Lessor render Lessor liable for any loss of or damage to the property of Lessee or its clientele.

12. *INSURANCE AND INSURANCE RATES*: Throughout the term of this Lease, Lessee shall carry renter=s insurance insuring Lessee=s interest, if any, in improvements to or in the Premises and Lessee=s interest in its furniture, equipment, supplies, and other property, including but not limited to all sports equipment and supplies. Throughout the term of this Lease, Lessee shall carry liability insurance insuring against all liability of Lessee and Lessee=s agents or authorized representatives arising out of and in connection with Lessee's use or occupancy of the Premises, with minimum liability coverage of One Million and No/100 ($1,000,000.00) Dollars for injury to one person, One Million and No/100 ($1,000,000.00) Dollars for injury to more than one person in one accident and Two Hundred Thousand and No/100 ($200,000.00) Dollars property-damage coverage. Lessor Town of Oak Ridge shall be added as a named insured to Lessee's general liability insurance policy. Lessee shall furnish Lessor with a certificate or copy of such certificate evidencing the aforementioned insurance coverage.

Lessee shall not do or cause to be done or permit on the Premises anything deemed extra-hazardous on account of fire and Lessee shall not use the Premises in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises or any part thereof or property thereon. If, because of anything done, caused to be done, permitted or omitted by Lessee or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises or

any part thereof or property thereon shall be raised, Lessee shall pay for such insurance and if Lessor shall demand that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within five (5) days after receipt of such demand.

13. *FIRE OR OTHER CASUALTY*: In the event that during the term of this Lease, the Premises shall be damaged by fire or other casualty which renders the Premises untenantable, Lessor within ten (10) days of such fire or casualty or of receipt of written notice from Lessee of such damage (whichever shall occur last) shall have the right to either (i) serve written notice upon Lessee of Lessor's intent to repair said damage or (ii) if said damage renders so much of the Premises untenantable that repair would not be feasible, or if said damage shall have been occasioned by the act or omission of Lessee, its servants, agents or employees, serve written notice upon Lessee that this Lease is to be terminated, provided, however, that Lessor shall not so terminate this Lease unless such repairs cannot be made within a period of thirty (30) days or unless at the time such notice is given there remains less than thirty (30) days during the unexpired current term of this Lease.

The other provisions of this Paragraph 18 notwithstanding, Lessor shall have no obligation to replace or repair any property on the Premises belonging to Lessee or to anyone claiming through or under Lessee nor shall Lessor have any obligation hereunder to replace or repair (a) any property on the Premises which Lessor shall have the right to require Lessee to remove from the Premises or (b) any alteration, modification, addition or improvement made to the Premises by, for or at the direction of Lessee.

14. *QUIET ENJOYMENT*: Lessor agrees that Lessee on paying the rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the demised Premises for the term aforesaid.

15. *NOTICES*: Any notice or demand which by any provision of this Lease Agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed:

A. To the Lessor, as follows: Town Manager, P. O. Box 374, Oak Ridge, NC 27310.

B. To the Lessee, as follows: Oak Ridge Youth Association, Inc., Attn: President,

_____

16. *INTEGRATION AND BINDING EFFECT/SITUS/REFERENCES*: The entire agreement, intent and understanding between Lessor and Lessee is contained in the provisions of this Lease and any stipulations, representations, promises, or agreements, written or oral, or any course of dealing between the parties, made prior to or contemporaneously with this Lease, shall have no legal or equitable effect or consequence unless reduced to writing herein. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina and the ordinances and regulations of the Town of Oak Ridge. References herein to the singular shall be construed as references to the plural, and references to the masculine gender shall be construed as references to the feminine gender or neuter, as required by context.

17. *RENEGOTIATION:* Lessor agrees to renegotiate with Lessee a replacement or successor lease upon mutually agreeable terms, all terms in this lease being subject to renegotiation and revision, provided that Lessor shall be under no obligation to so renegotiate terms of a replacement or successor lease unless (a) Lessee is in full compliance with all terms and provisions of this lease,(b) Lessee provides notice of its intent and desire for such renegotiation no earlier than eighteen (18) nor later than twelve (12) months before the expiration of the Lease term set forth in the foregoing Section 1, and (c), as a condition precedent to such negotiation lessee agrees to a minimum term of five (5) years at a rent amount of $1,000.00 per month in the replacement or successor lease. Renegotiation as contemplated under this section is not automatic or an option to renew or extend under N. C. Gen. Stat. § 160A-272.

18. *AUTHORITY.* Lessor hereby declares this Lease to be made pursuant to its legal authority to sell or lease real property under the laws of the State of North Carolina applicable to municipal corporations. This lease is made, effective as of the date and for the term shown above, by and with the authority of the Oak Ridge Town Council, by ordinance, resolution, or motion duly adopted at its meeting on _____, 2025, retroactive to July 1, 2024, wherein the Mayor was authorized and directed to execute this Lease on behalf of the Town of Oak Ridge. This lease is made, effective as of the date and for the term shown above, by and with the authority of the Oak Ridge Youth Association board of directors, by resolution or motion duly adopted at its meeting on _____, 2025, wherein the President was authorized and directed to execute this Lease on behalf of the Oak Ridge Youth Association.

IN WITNESS WHEREOF, the Lessee by and with the authority of the board of directors of the Oak Ridge Youth Association, Inc. and as the act of the corporation, has caused this Lease to be executed and its corporate seal affixed hereto, and the Mayor of the Town of Oak Ridge on behalf of Lessor has executed this Lease Agreement by authority and at the direction of the Oak Ridge Town Council, and the Clerk of the Town of Oak Ridge has attested the Mayor's signature and caused the municipal seal of the Town of Oak Ridge to be affixed hereto, the day and year first above written.

LESSEE:

OAK RIDGE YOUTH ASSOCIATION, INC.,

[corporate seal]

By: _____

President

ATTEST:

_____

Secretary/ Treasurer

LESSOR:

TOWN OF OAK RIDGE, a Municipal Corporation

[municipal seal]

By: _____

Mayor

ATTEST:

_____

Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

_____

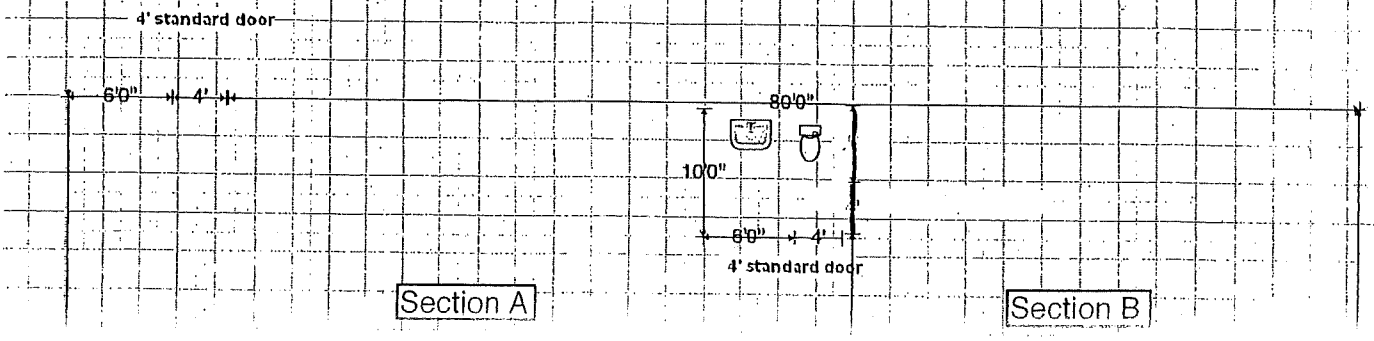
Town Attorney

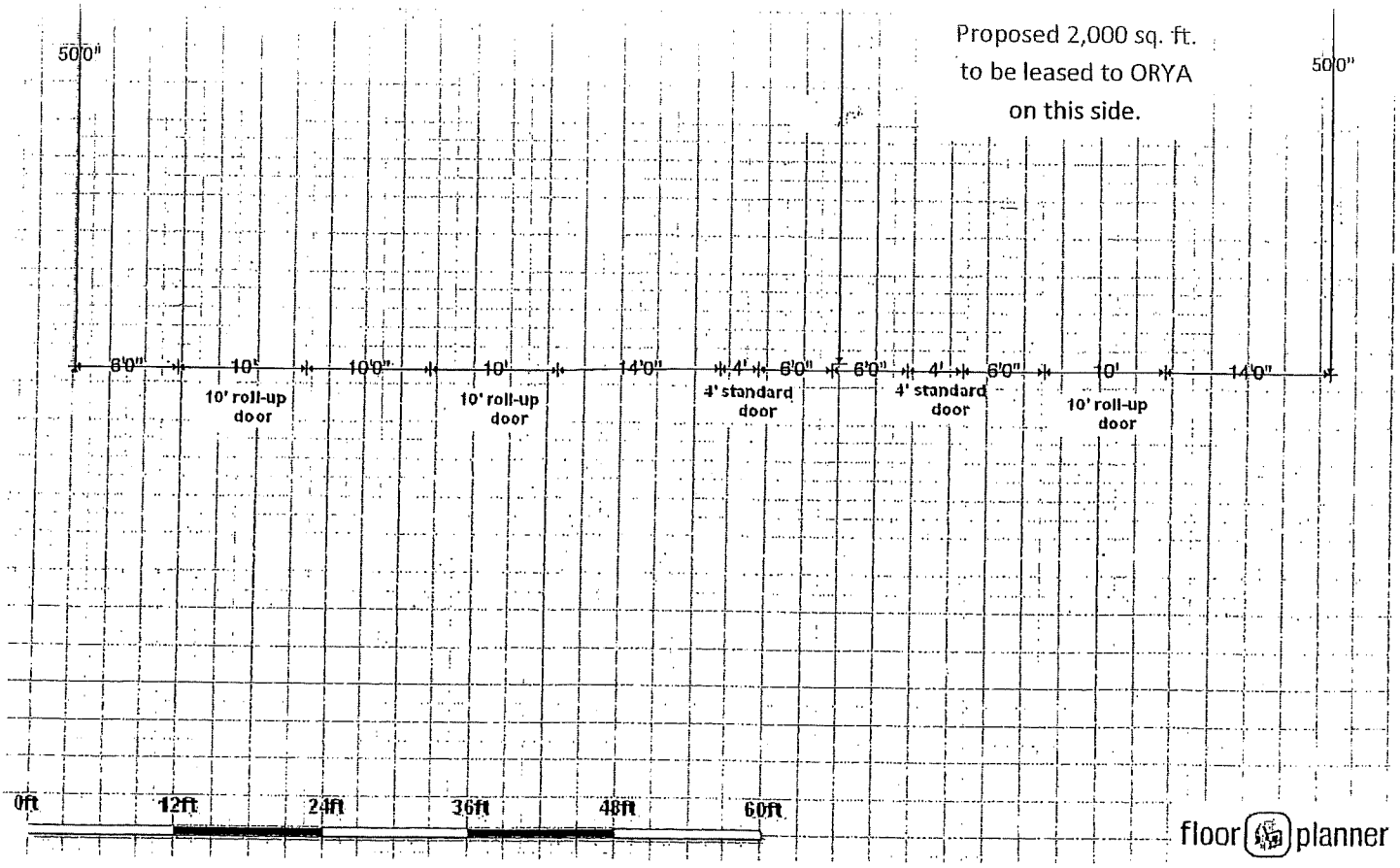
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

_____

Town Finance Officer

TOWN OF OAK RIDGE
MAINTENANCE BUILDING
LEASE OF SPACE TO
OAK RIDGE YOUTH ASSOCIATION
EXHIBIT A





RESOLUTION R-2025-05

A RESOLUTION OF THE OAK RIDGE TOWN COUNCIL CONCERNING LEASE OF REAL PROPERTY

WHEREAS:

The Town of Oak Ridge is the owner of the maintenance building located on the Oak Ridge Town Park property and has since 2011 leased a portion thereof to the Oak Ridge Youth Association (the ORYA), namely, an approximately 2,000 square foot space or area shown as "Section B" on the floor plan attached hereto labeled "Exhibit A" (the premises);

The original lease ran from 2011 to 2021, and a subsequent successor lease ran from 2012 to 2024, terminating on 30 June 2024;

ORYA has continuously used said premises since 2011 through the present, but due to Town staff and ORYA oversight a new formal lease was not adopted in 2024 as required by state law for such leased property, albeit ORYA has remained in possession of the premises as a tenant-at-will of the Town since 1 July 2024;

The Town Council previously determined and again determines that the Town will not need to use said premises in the foreseeable future, and that the lease of said premises to ORYA should continue;

Said premises should be formally leased to ORYA under the same provisions as previously done, running retroactively from July 1, 2024 for a new term of three (3) years until June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That pursuant to N.C. Gen. Stat. § 160A-272, and following a duly noticed public hearing as required thereby, the Town Council hereby determines that the premises and real property constituting a space or area of the Oak Ridge Town Park Maintenance Building, shown as "Section B" on the floor plan attached hereto labeled "Exhibit A," is not needed by the Town and should be leased to the Oak Ridge Youth Association under the same provisions as set forth in the lease therefor that terminated on 30 June, 2024, and for the same term, namely, for three years running retroactively from July 1, 2024 for a new term of three (3) years until June 30, 2027.

2. That the Mayor is hereby authorized to execute such lease on behalf of the Town of Oak Ridge.

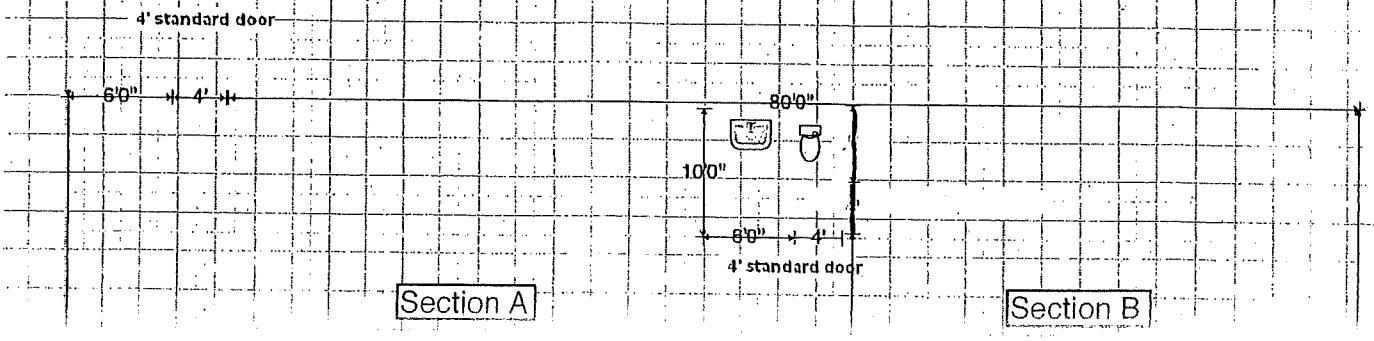
Adopted this _____ day of _____, 2025.

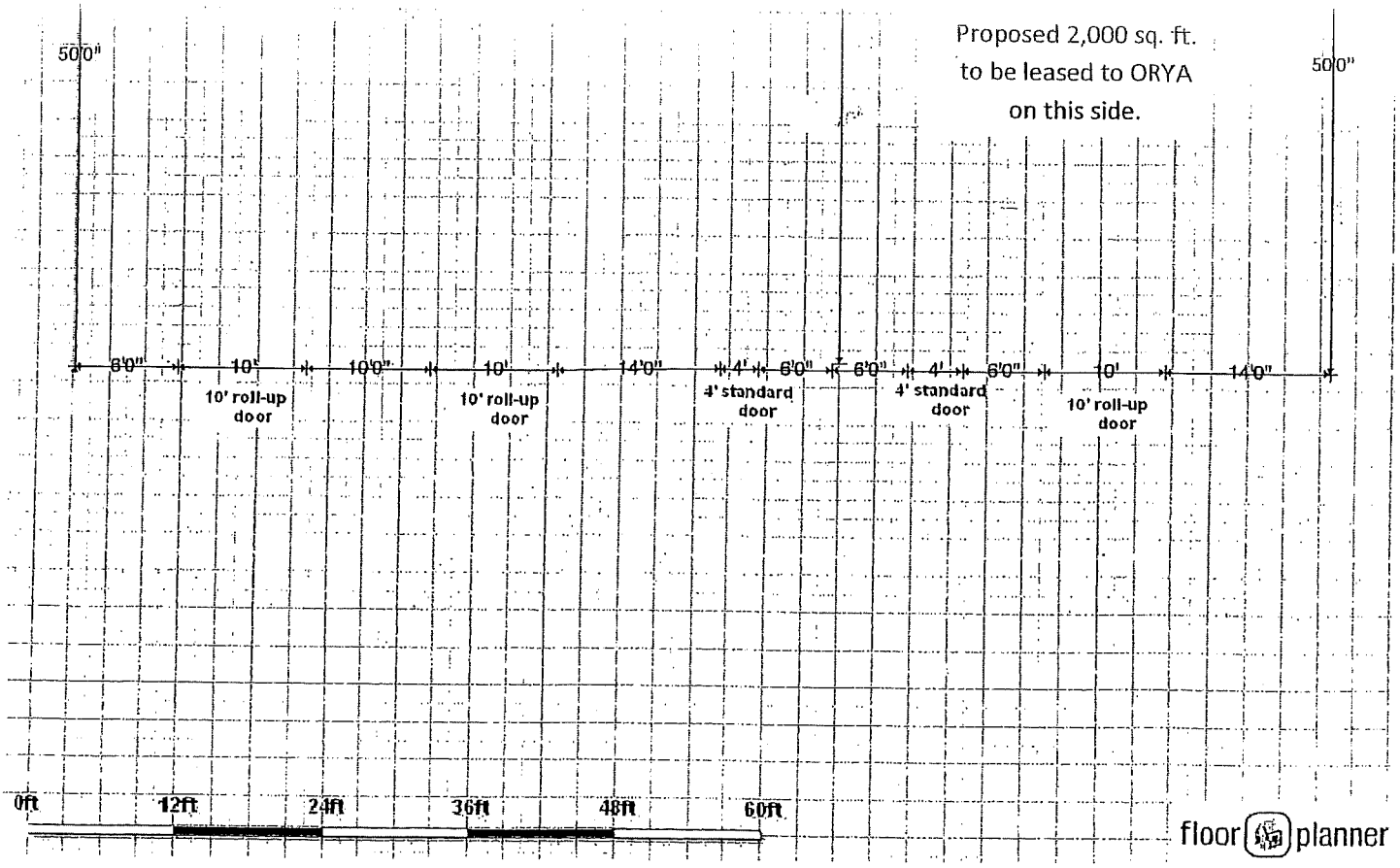
_____
Jim Kinneman
Mayor

ATTEST:

_____
Sandra B. Smith, NCCMC, CMC
Town Clerk

TOWN OF OAK RIDGE
MAINTENANCE BUILDING
LEASE OF SPACE TO
OAK RIDGE YOUTH ASSOCIATION
EXHIBIT A





MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: April 25, 2025 UPDATED July 3, 2025

RE: Town Park Lighting Proposal

Please find attached two proposals for lighting the walkways linking the Town Park parking lot with the Farmhouse Community Center and extending to the lighted crosswalk on Linville Road.

Oak Ridge Electric proposal: specifications attached for 28 bollard lights with associated wiring and trenching. Total cost **$44,045.33**.

Duke Energy proposal: 14 LED traditional acorn pedestrian-scale streetlights: total cost **$417/month** for life of the poles, with a minimum of 10 years. Duke Energy would maintain for life of product, with upgrades available (contract attached). Layout of proposed poles is flagged on site.

Beco Electric was contacted to provide a quote. They reviewed the site but chose not to submit. Beco was the original electrical subcontractor on the Town Park Entrance Master Plan contract. The Town chose to remove the lighting component from that contract, resulting in **$45,000** savings.

Oak Ridge Electric was contacted to provide a quote for 14 LED traditional acorn pedestrian-scale streetlights, to compare with the Duke Energy proposal. They responded that they are not equipped with the proper equipment to provide this installation.

Staff comments:

1. Duke Energy monthly costs have increased based on the addition of three poles to adequately cover the pedestrian pathways most likely to be used by Farmhouse patrons.
2. Using the assumptions from Mayor Kinneman's analysis of lighting costs, and Finance Officer Anders refinement of that analysis (updated to reflect new Duke Energy costs), the following figures reflect the Net Present Value of 25-year total costs for the two proposals:
    a. Duke Energy: $96,500
    b. Oak Ridge Electric (replacement of fixtures at 15 years): $101,100

    c. Oak Ridge Electric (replacement of fixtures at 20 years): $100,200
3. Spreadsheet and full analysis available by request.
4. The Duke Energy proposal is also consistent with the recommendations of the Oak Ridge Streetscape Vision Plan (adopted 2019), and could provide the basis for a more robust pedestrian and street lighting program throughout the Town Core.

Requested Action: Approve Duke Energy proposal for lighting Town Park walkways between parking lot and Linville Road crosswalk, including Farmhouse grounds (contract attached).

Outdoor Lighting

DELUXE ACORN LED

DELUXE ACORN LED

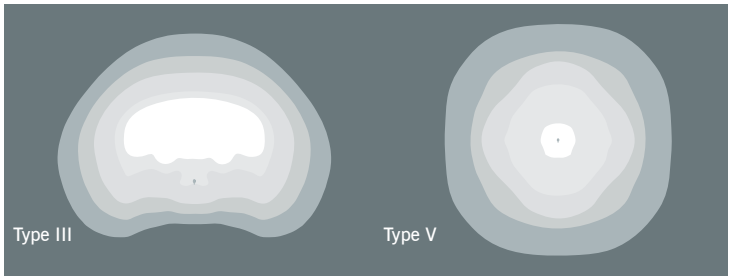
LED (Light-emitting diode)	50 watts
Mounting height	12' – 17'
Color	Black Green
Pole	Style A Style B Style C Style D Style E Style F

IESNA cutoff classification: Semi-cutoff

Color temperature: 3,000K Primary
4,000K Available

FIXTURE	WATTS	LUMENS	PATTERN	BUG RATING
Deluxe Acorn	50	5,640 5,764	III V	B2-U4-G4

LIGHT DISTRIBUTION PATTERNS



light distribution patterns

POLE AVAILABLE	MOUNTING HEIGHT	FOUNDATION
Style A	12', 15', 17'	Direct Bury, Anchor Base
Style B	12', 17'	Anchor Base
Style C	12'	Anchor Base
Style D	12'	Anchor Base
Style E	12'	Anchor Base
Style F	12'	Anchor Base

For additional information, contact us at **ODLCarolinas@duke-energy.com**.

DUKE ENERGY®

*BUILDING A **SMARTER** ENERGY FUTURE®*

EUROfase INC.

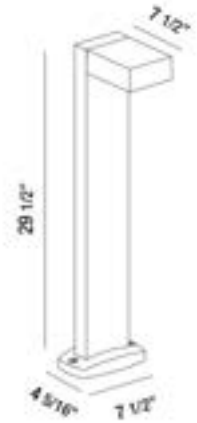
TEL 905.695.2055 **toll free** 1.800.660.5391
FAX 905.695.2056 **toll free** 1.800.660.5390

33 West Beaver Creek Road Richmond Hill, Ontario Canada L4B 1L8

FOSFORA, BOLLARD, 1X7W, LED

OPTIONS AVAILABLE

ITEM NO.	FINISH	SHADE
31909-027	**GRAPHITE GREY**	
31909-037	**BLACK**	FROST PC



PRODUCT DETAILS

No.	:	31909-027
Product Color	:	GRAPHITE GREY
Shade / Accent Colour	:	GREY
Length	:	7.5"
Width	:	4.3125"
Height	:	29.5"
Weight	:	5LBS

LIGHT SOURCE DETAILS

Number of Bulbs	:	1
Light Source	:	LED
Light Source Type	:	INTEGRATED LED
Input Voltage	:	120V
Bulb Voltage	:	120V
Socket Type	:	LED
Wattage	:	1 X 7W
Total Wattage	:	7W
Delivered Lumens	:	446LM
Kelvin	:	3000K
CRI	:	80
Bulb Included	:	YES
Dimmable	:	NO

TECHNICAL DETAILS

Driver	:	ELECTRONIC DRIVER 120V 50/60HZ
IP Rating	:	54
Location	:	WET
Approval	:	
Title 24	:	YES

PROJECT INFORMATION

Job Name: Date: Type:

Comments:

Oak Ridge Electric Company, Inc.
6740 Sandylea Rd
Oak Ridge, NC 27310
angie@oakridgeelectric.com
www.oakridgeelectric.com

Estimate

ADDRESS
Town of Oak Ridge
Attn: Brock
PO Box 374
Oak RIdge, NC 27310

ESTIMATE # 3446
DATE 03/20/2025
EXPIRATION DATE 04/30/2025

SERVICE ADDRESS	COUNTY/TOWNSHIP	PERMIT NUMBER
Redman House Walkway (Rev1)	Town of Oak Ridge	Pending

ACTIVITY	QTY	RATE	AMOUNT
Revision 1 (3/20/2025)			
-			
Trench, wire & install dedicated 120v 20amp circuit to 28 Bollard lights along new walkway controlled with time clock & photocell (Some trenching will be through septic field)		10,910.00	10,910.00T
Materials:			
Eurofase Flofora Bollard LED (See attachment) (Price Increase since 11/8/2024)	28	394.00	11,032.00
2-2 4-6 Wire (Larger gauge wire to account for voltage drop due to distances)	1,800	4.25	7,650.00
PVC 1-1/2inch conduit	1,700	2.20	3,740.00
PVC 1-1/2inch conduit 90's	112	7.00	784.00
PVC 1-1/2inch conduit Coupling's	224	1.75	392.00
PVC 1-1/2inch conduit Connectors with locknuts and bushings	3	4.00	12.00
Single Pole Breaker	3	12.00	36.00
Photocell 120v	1	35.00	35.00
12"x12"x4"PVC WP Box w/3pole contactor	1	178.00	178.00
Tork Timeclock 24hr outdoor	1	125.00	125.00
Insulated 3port splice connectors (2/0-6AWG) for lights	28	12.00	336.00
Cement bags 80lb (May need for shallow depth over septic field)	30	8.50	255.00
		Subtotal:	35,485.00

Wire & install 6 dedicated 120v 20amp circuits to 3 separate quad boxes with GFCI duplex 20amp receptacles (2 circuits per box) as spec'd per plan.		1,395.00	1,395.00T

Thank you for your business!

ACTIVITY	QTY	RATE	AMOUNT
Note: Trench to be used from above pathway light installation.			
Materials			
2gang Bell Boxes w/1inch 5 hole	3	30.00	90.00
2gang In-use covers	3	25.00	75.00
20amp WP GFCI receptacles	6	45.00	270.00
10 THWN wire	3,800	0.40	1,520.00
Breakers single pole	6	15.00	90.00
PVC 1inch conduit	250	1.05	262.50
Insulated 3port splice connectors (14-4AWG) for lights	3	10.00	30.00
		Subtotal:	3,732.50

Install PVC pipe w/pull string in ground per plans for future sign		1,485.00	1,485.00T
Note: Trench to be used from above pathway light installation.			
PVC 1-1/2inch conduit w/pull string	850	2.50	2,125.00
PVC 1-1/2inch conduit 90's	6	7.00	42.00
		Subtotal:	3,652.00
-			
Guilford County Permitting and Inspections		245.00	245.00

SUBTOTAL	43,114.50
TAX	930.83
TOTAL	**$44,045.33**

Accepted By

Accepted Date

Thank you for your business!

Map Scale
1 inch = 83 feet
3/10/2025

Agreement # DECNC57123336-003

NORTH CAROLINA LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF OAK RIDGE
STAYLOR@OAKRIDGENC.COM
..

Project Information:
8300 LINVILLE RD
OAK RIDGE North Carolina 27310-9408

Account Number:
9100 3276 1056

Installation Number:
7001665697

Work Order Number:
57123336

Duke Energy Representative Contact Info:
Aaron Adkins

This Lighting Service Agreement is hereby entered into this 2nd day of July, 2025, between Duke Energy (hereinafter called the "Company") and TOWN OF OAK RIDGE (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule OL and Service Regulations, or its successor, as the same is on file with the North Carolina Public Service Commission (NORTH CAROLINA UTILITIES COMMISSION) and as may be amended and subsequently filed with the NORTH CAROLINA UTILITIES COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the NORTH CAROLINA UTILITIES COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name_____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative _____ Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DUKE ENERGY®

Agreement # DECNC57123336-003

Summary of Estimated Charges

Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	$417.34	$0.00	$0.00	$50,080.80	$417.34

Monthly Base Charges

Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	14	Light Fixture Traditional LED 50W Black Type III 3000K	$0.00	$0.00	$0.00	$25.10	$351.40
		Subtotal Based On Quantity:	$0	$0	$0		
		Estimated Monthly Charge					$351.40

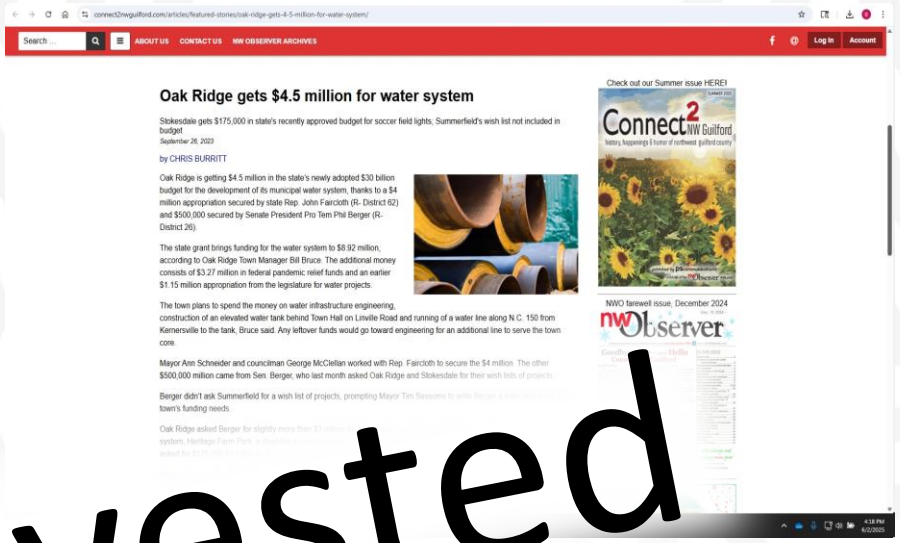
Additional Monthly Charges

Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	14	Decorative Adder : Light Fixture Traditional LED 50W Black Type III 3000K Private DECNC57123336-003	$2.45	$34.30
I	14	Decorative Adder : Light Pole Style A Direct Buried Aluminum 15ft long Black 3in dia tenon Private DECNC57123336-003	$2.26	$31.64
		Estimated Change to Additional Monthly Charge Total *excludes any applicable taxes, franchise fees or customer charge*		$65.94

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

Water Advisory Committee

Water System Intro



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Oak Ridge gets $4.5 million for water system

Stokesdale gets $175,000 in state's recently approved budget for soccer field lights; Summerfield's wish list not included in budget

September 26, 2023

by CHRIS BURRITT

Oak Ridge is getting $4.5 million in the state's newly adopted $30 billion budget for the development of its municipal water system, thanks to a $4 million appropriation secured by state Rep. John Faircloth (R- District 62) and $500,000 secured by Senate President Pro Tem Phil Berger (R- District 26).

The state grant brings funding for the water system to $8.92 million, according to Oak Ridge Town Manager Bill Bruce. The additional money consists of $3.27 million in federal pandemic relief funds and an earlier $1.15 million appropriation from the legislature for water projects.

The town plans to spend the money on water infrastructure engineering, construction of an elevated water tank behind Town Hall on Linville Road and running of a water line along N.C. 150 from Kernersville to the tank, Bruce said. Any leftover funds would go toward engineering for an additional line to serve the town core.

Mayor Ann Schneider and councilman George McClellan worked with Rep. Faircloth to secure the $4 million. The other $500,000 million came from Sen. Berger, who last month asked Oak Ridge and Stokesdale for their wish lists of projects.

Berger didn't ask Summerfield for a wish list of projects, prompting Mayor Tim Sessoms to write Berger a letter about the town's funding needs.

Oak Ridge asked Berger for slightly more than $3 million for its water system. Heritage Farm Park in Stokesdale asked for $175,000 for soccer field lights.

Check out our Summer issue HERE!

Connect NW Guilford

NWO farewell issue, December 2024

nwObserver

GOALS FOR THE WORKSHOP

Future Water System Projections

Customer Acquisition is KEY to our Success

Town Council MAINTAINS control

Action Items from the W.A.C. to Council

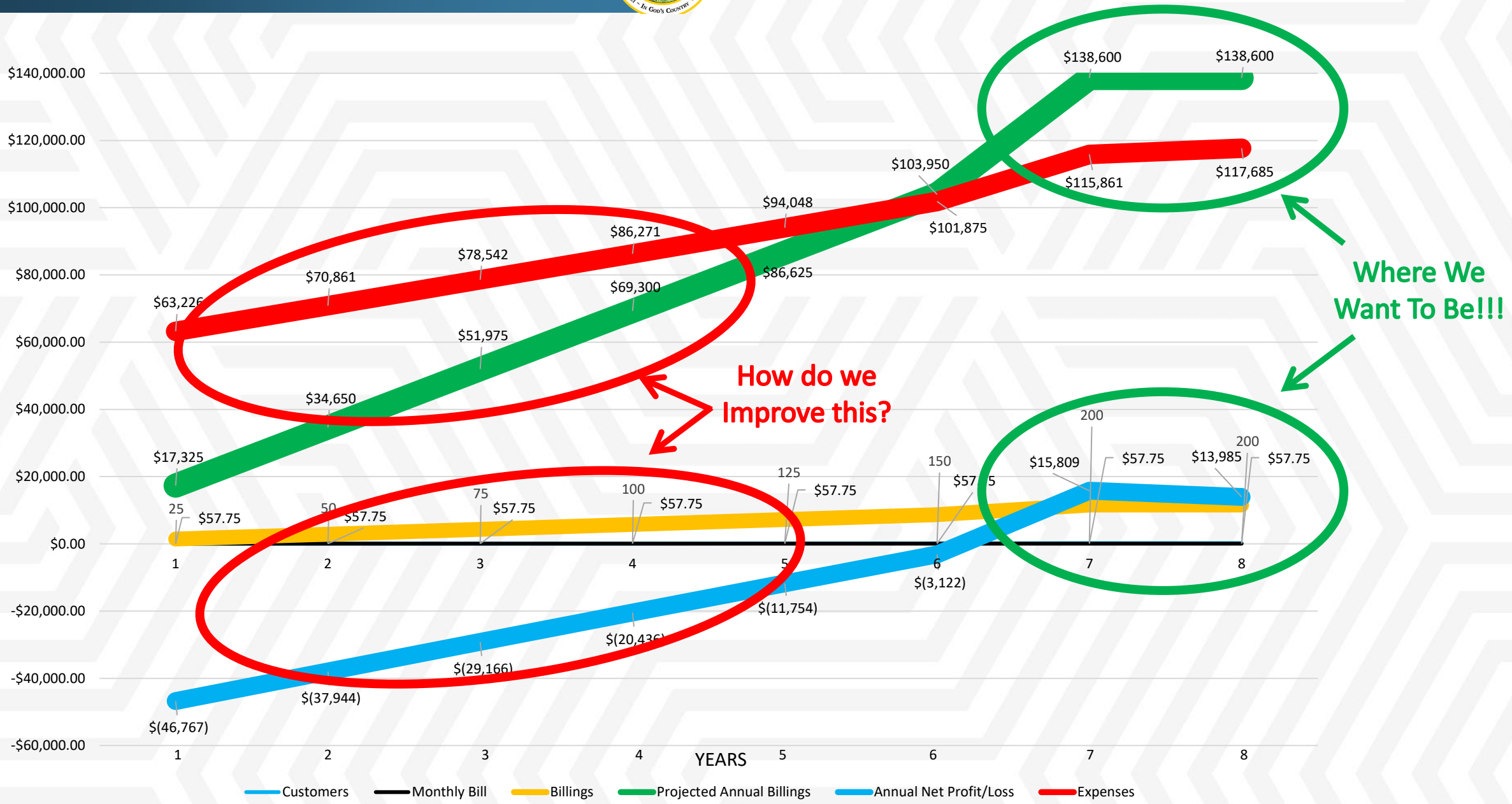
Water System Projections

Public Water System

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Customers	25	50	75	100	125	150	200	200
Average water usage (GPM) -	4500	4500	4500	4500	4500	4500	4500	4500
Avg monthly bill for water ($7.50 per 1,000 gallons) + $24.00/ month base charge	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75
Monthly billings - estimated	$ 1,444	$ 2,888	$ 4,331	$ 5,775	$ 7,219	$ 8,663	$ 11,550	$ 11,550
Annual billings - projected current	**$ 17,325**	**$ 34,650**	**$ 51,975**	**$ 69,300**	**$ 86,625**	**$ 103,950**	**$ 138,600**	**$ 138,600**
Management fee to town (3% increase annual)	$ 36,000	$ 37,080	$ 38,192	$ 39,338	$ 40,518	$ 41,734	$ 42,986	$ 44,275
Annual customer service fee to town (# of current customers x $4.25)	$ 1,275	$ 2,550	$ 3,825	$ 5,100	$ 6,375	$ 7,650	$ 10,200	$ 10,200
Other expenses - current - *see breakdown below*								
Other expenses - future years - *see breakdown below* (future years at 3%)	$ 14,911	$ 15,358	$ 15,819	$ 16,294	$ 16,782	$ 17,286	$ 17,805	$ 18,339
Purchase of water from W/S/F	$ 11,040	$ 15,873	$ 20,706	$ 25,539	$ 30,372	$ 35,205	$ 44,871	$ 44,871
Total town expenses - current	$ 63,226	$ 70,861	$ 78,542	$ 86,271	$ 94,048	$ 101,875	$ 115,861	$ 117,685
Annual profit/loss - current	$ (45,901)	$ (36,211)	$ (26,567)	$ (16,971)	$ (7,423)	$ 2,075	$ 22,739	$ 20,915
Save or allocate for future repairs - 5% of annual revenue .	$ 866	$ 1,733	$ 2,599	$ 3,465	$ 4,331	$ 5,198	$ 6,930	$ 6,930
Annual net profit/loss - current	**$ (46,767)**	**$ (37,944)**	**$ (29,166)**	**$ (20,436)**	**$ (11,754)**	**$ (3,122)**	**$ 15,809**	**$ 13,985**

Water System Projections

Public Water System



Water System Projections

Community Well System

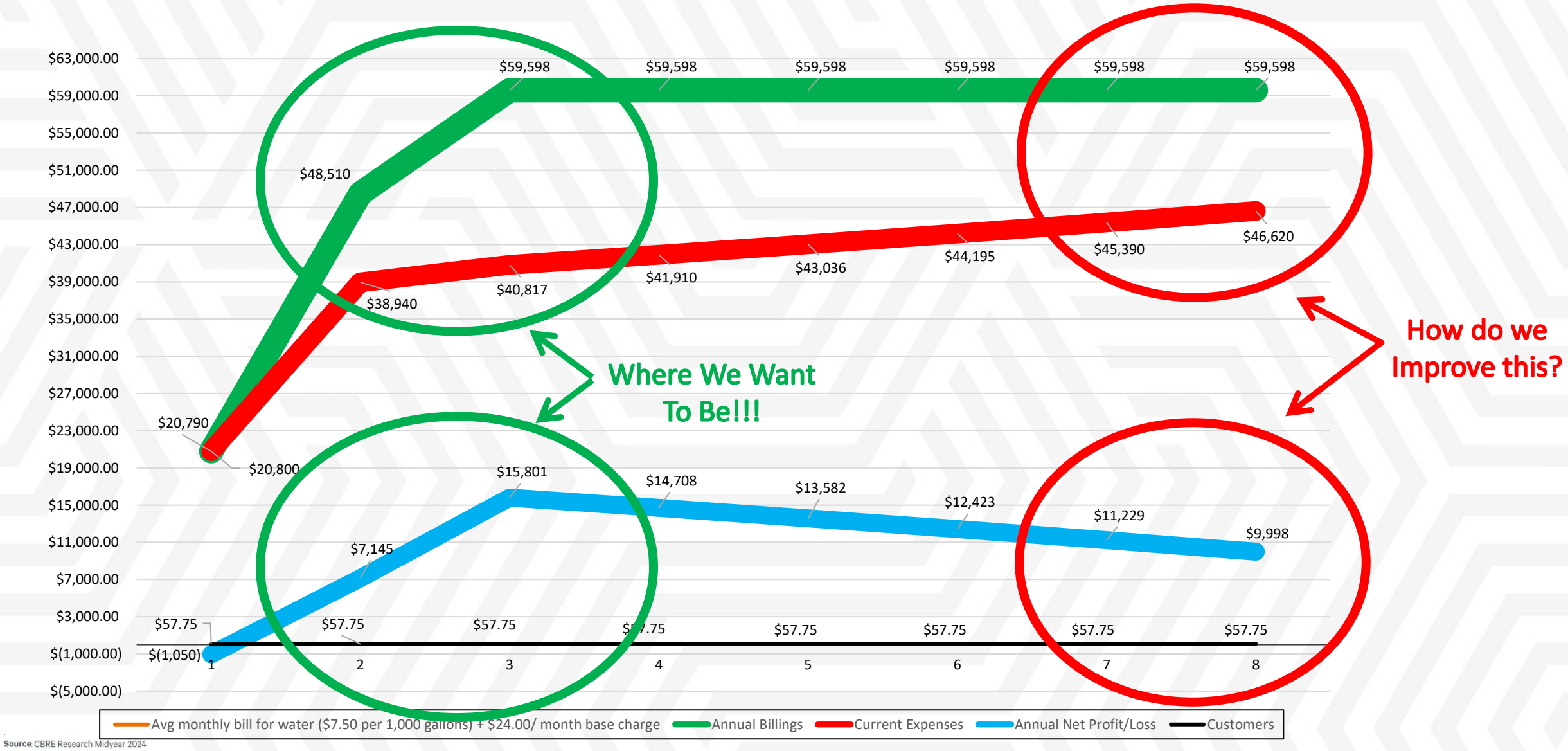
	Year 1	Year 2*	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Customers	30	70	86	86	86	86	86	86
Average water usage (GPM) -	4500	4500	4500	4500	4500	4500	4500	4500
Avg monthly bill for water ($7.50 per 1,000 gallons) + $24.00/ month base charge	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75
Monthly billings - estimated	$ 1,733	$ 4,043	$ 4,967	$ 4,967	$ 4,967	$ 4,967	$ 4,967	$ 4,967
Annual billings - projected current	**$ 20,790**	**$ 48,510**	**$ 59,598**	**$ 59,598**	**$ 59,598**	**$ 59,598**	**$ 59,598**	**$ 59,598**
Management fee to town (3% increase annual)	$ 15,000	$ 27,810	$ 28,644	$ 29,504	$ 30,389	$ 31,300	$ 32,239	$ 33,207
Annual customer service fee to town (# of current customers x $4.25)	$ 1,530	$ 3,570	$ 4,386	$ 4,386	$ 4,386	$ 4,386	$ 4,386	$ 4,386
Other expenses - current - *see breakdown below*								
Other expenses - future years - *see breakdown below* (future years at 3%)	$ 4,270	$ 7,560	$ 7,787	$ 8,020	$ 8,261	$ 8,509	$ 8,764	$ 9,027
Purchase of water from W/S/F	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total town expenses - current	$ 20,800	$ 38,940	$ 40,817	$ 41,910	$ 43,036	$ 44,195	$ 45,390	$ 46,620
Annual profit/loss - current	$ (10)	$ 9,570	$ 18,781	$ 17,688	$ 16,562	$ 15,403	$ 14,208	$ 12,978
Save or allocate for future repairs - 5% of annual revenue .	$ 1,040	$ 2,426	$ 2,980	$ 2,980	$ 2,980	$ 2,980	$ 2,980	$ 2,980
Annual net profit/loss - current	**$ (1,050)**	**$ 7,145**	**$ 15,801**	**$ 14,708**	**$ 13,582**	**$ 12,423**	**$ 11,229**	**$ 9,998**

*Assumes addition of Village Woods system

Source: CBRE Research 1Hy2ar 2024

Water System Projections

Community Well System



Source: CBRE Research Midyear 2024

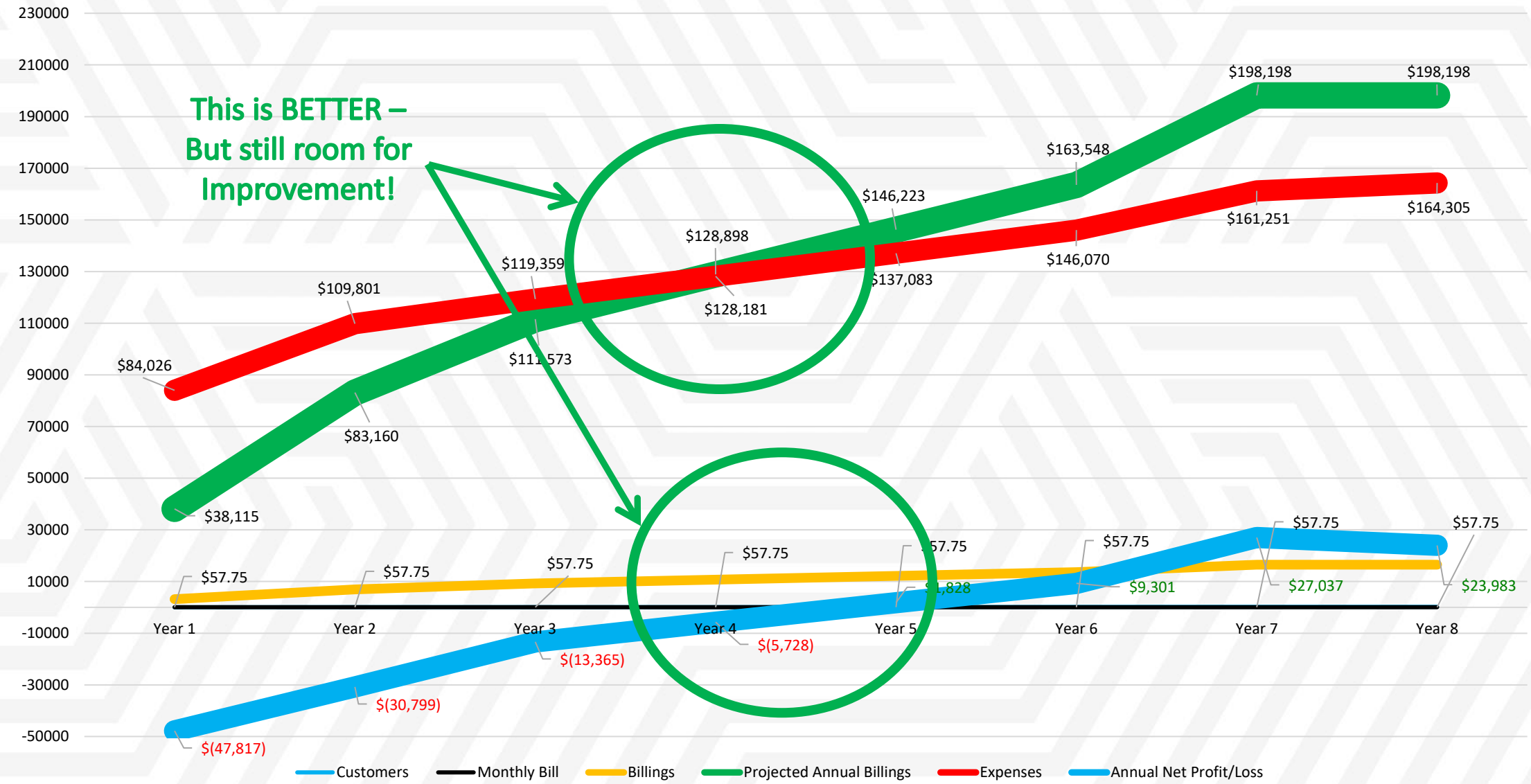
Water System Projections

Combined System Wide

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Customers	55	120	161	186	211	236	286	286
Average water usage (GPM) -	4500	4500	4500	4500	4500	4500	4500	4500
Avg monthly bill for water ($7.50 per 1,000 gallons) + $24.00/ month base charge	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75	$ 57.75
Monthly billings - estimated	$ 3,176	$ 6,930	$ 9,298	$ 10,742	$ 12,185	$ 13,629	$ 16,517	$ 16,517
Annual billings - projected current	**$ 38,115**	**$ 83,160**	**$ 111,573**	**$ 128,898**	**$ 146,223**	**$ 163,548**	**$ 198,198**	**$ 198,198**
Management fee to town (3% increase annual)	$ 51,000	$ 64,890	$ 66,837	$ 68,842	$ 70,907	$ 73,034	$ 75,225	$ 77,482
Annual customer service fee to town (# of current customers x $4.25)	$ 2,805	$ 6,120	$ 8,211	$ 9,486	$ 10,761	$ 12,036	$ 14,586	$ 14,586
Other expenses - current - *see breakdown below*								
Other expenses - future years - *see breakdown below* (future years at 3%)	$ 19,181	$ 22,918	$ 23,606	$ 24,314	$ 25,043	$ 25,795	$ 26,569	$ 27,366
Purchase of water from W/S/F	$ 11,040	$ 15,873	$ 20,706	$ 25,539	$ 30,372	$ 35,205	$ 44,871	$ 44,871
Total town expenses - current	$ 84,026	$ 109,801	$ 119,359	$ 128,181	$ 137,083	$ 146,070	$ 161,251	$ 164,305
Annual profit/loss - current	$ (45,911)	$ (26,641)	$ (7,786)	$ 717	$ 9,140	$ 17,478	$ 36,947	$ 33,893
Save or allocate for future repairs - 5% of annual revenue .	$ 1,906	$ 4,158	$ 5,579	$ 6,445	$ 7,311	$ 8,177	$ 9,910	$ 9,910
Annual net profit/loss - current	**$ (47,817)**	**$ (30,799)**	**$ (13,365)**	**$ (5,728)**	**$ 1,828**	**$ 9,301**	**$ 27,037**	**$ 23,983**

Water System Projections

Combined System Wide



Water System Observations

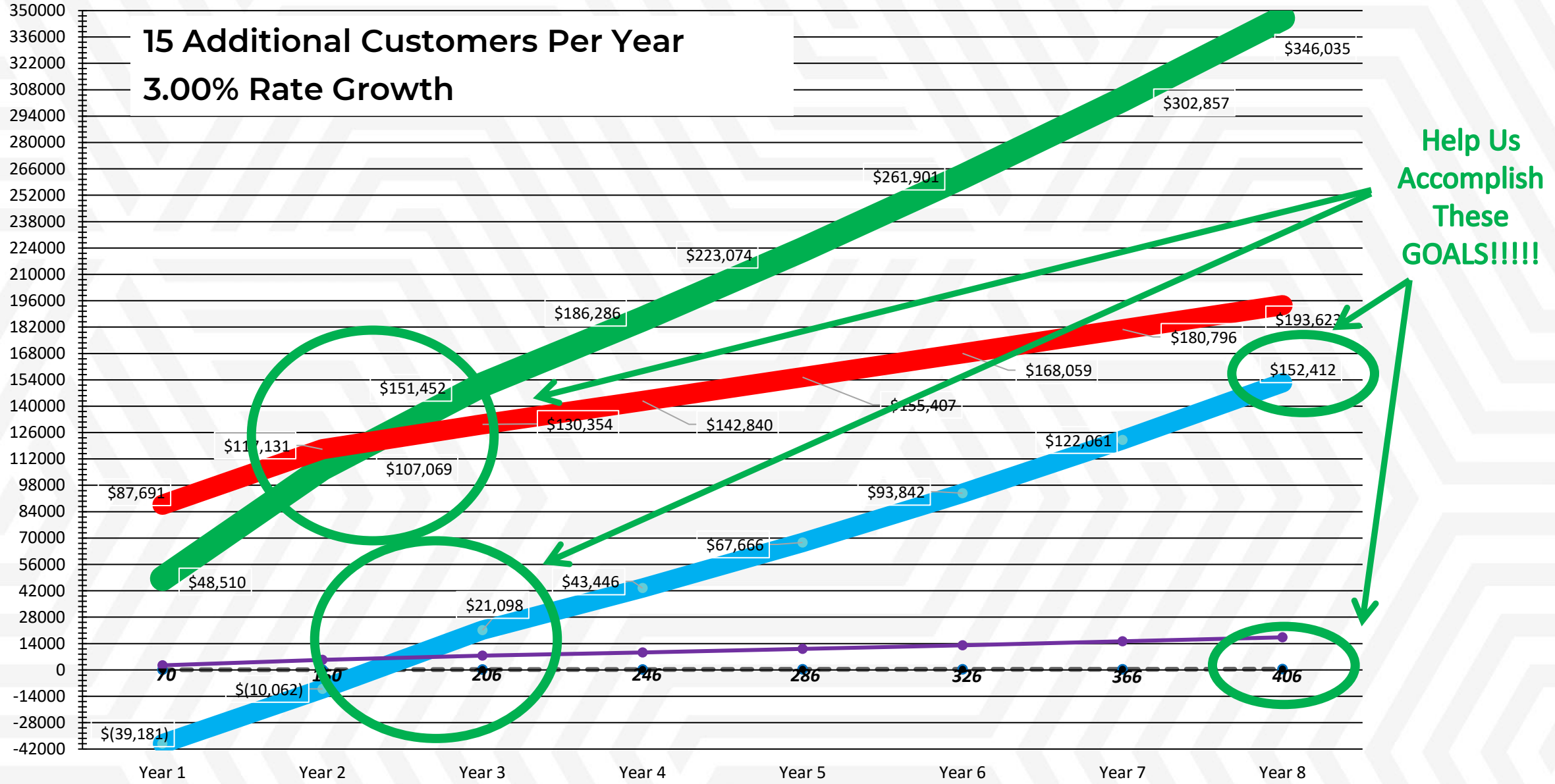
Accelerated Customer Acquisition helps increase income. Quicker Customers are Better for the System.

Once a Customer always a Customer. Customer loss is rare. Each new Customer presents an opportunity to earn a return in year 6, year 4 or sooner!

A flat water rate is inconsistent with normal expense growth and overall customer expectations

Water System Projections

Future Implementations



Water System Projections

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Customers	70	150	206	246	286	326	366	406
Average water usage (GPM) -	4500	4500	4500	4500	4500	4500	4500	4500
Avg monthly bill for water ($7.50 per 1,000 gallons) + $24.00/ month base charge	$ 57.75	$ 59.48	$ 61.27	$ 63.10	$ 65.00	$ 66.95	$ 68.96	$ 71.03
Monthly billings - estimated	$ 4,043	$ 8,922	$ 12,621	$ 15,524	$ 18,589	$ 21,825	$ 25,238	$ 28,836
Annual billings - projected current	**$ 48,510**	**$ 107,069**	**$ 151,452**	**$ 186,286**	**$ 223,074**	**$ 261,901**	**$ 302,857**	**$ 346,035**
Management fee to town (3% increase annual)	$ 51,000	$ 64,890	$ 66,837	$ 68,842	$ 70,907	$ 73,034	$ 75,225	$ 77,482
Annual customer service fee to town (# of current customers x $4.25)	$ 3,570	$ 7,650	$ 10,506	$ 12,546	$ 14,586	$ 16,626	$ 18,666	$ 20,706
Other expenses - current - *see breakdown below*								
Other expenses - future years - *see breakdown below* (future years at 3%)	$ 19,181	$ 22,918	$ 23,606	$ 24,314	$ 25,043	$ 25,795	$ 26,569	$ 27,366
Purchase of water from W/S/F	$ 13,940	$ 21,672	$ 29,405	$ 37,138	$ 44,871	$ 52,604	$ 60,336	$ 68,069
Total town expenses - current	$ 87,691	$ 117,131	$ 130,354	$ 142,840	$ 155,407	$ 168,059	$ 180,796	$ 193,623
Annual profit/loss - current	$ (39,181)	$ (10,062)	$ 21,098	$ 43,446	$ 67,666	$ 93,842	$ 122,061	$ 152,412
Save or allocate for future repairs - 5% of annual revenue .	$ 2,426	$ 5,353	$ 7,573	$ 9,314	$ 11,154	$ 13,095	$ 15,143	$ 17,302
Annual net profit/loss - current	**$ (41,606)**	**$ (15,416)**	**$ 13,526**	**$ 34,132**	**$ 56,513**	**$ 80,747**	**$ 106,918**	**$ 135,110**

RECOMMENDED ACTION ITEMS

Help us ACQUIRE CUSTOMERS A.S.A.P.!

- Accept as many as Possible!!!
- Provide Fee Discount for initial hook up
- Accept existing systems

Exercise Your Control to BENEFIT the System

- Change Sub. Ordinance – Min. Lots to 15
- Create “Proximity Hook Up” Requirement (STK Ex.)
- Institute annual rate increase/adjustment

THANK YOU

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: June 6, 2025

RE: Village Woods Water System Conveyance

Please find in your packets an Agreement for the Purchase and Sale of Assets for the purpose of conveying the Village Woods water system to the Town. The Water Advisory Committee has reviewed this document and recommends Council approve the agreement. A few important points to consider:

1. Under the terms of the agreement, The Town would acquire all assets including the community well, distribution system, and all fixtures, equipment, and improvements constituting the water system, but not including customer water service lines from the meter boxes to the residences, for the purchase price of $1.00.
2. The agreement is modeled after the agreement used to acquire the Honeycutt Reserve system, and has been reviewed and approved as to legal form by the Town Attorney.
3. Town water rates of $24.00/month + $7.50/1000 gallons will be charged to residents. Based on typical usage, total revenue is projected at $12,960 annually.
4. As our contracted water system operator, Envirolink would provide operations, management, and maintenance services for the system, as well as billing and customer service. An estimated annual breakdown of costs is as follows:
    a. O&M $12,000
    b. Chemicals $800
    c. Customer service $1,000 (for a total of 20 customers)
    d. Labs/Other $2,300
    $16,100
5. Costs for labs are variable and were highest in the initial year after reaching the public system threshold of 15 units (reached early 2024). Projected lab costs TOTAL for 2025-2033 are $14,000. The line item above for Labs/Other includes both annualized lab costs and other miscellaneous costs.
6. When the Town established an ordinance requiring all new residential subdivisions of 30 units or more to construct a community well system for conveyance to the Town, the 30 unit threshold was established as the “break-even” point for

establishing a fair water rate. Individual systems smaller than 30 units would not have a positive cash flow, but systems larger than 30 would provide additional cash flow to make up the difference.

7. When combined with the Honeycutt Reserve system at buildout, the Town should realize an annual net revenue over expenses of approximately $15,000. As the system grows, these funds are invested back into the Enterprise Fund. Please note this figure is an estimate only, and is highly variable depending on water usage and rates as established by Council.
8. All of the equipment, including the well house, has been inspected by Envirolink and deemed to be in good condition, with all lines adequately sized.
9. The Agreement allows for an additional period of due diligence, for the purposes detailed within, and maintains the Town's right to terminate the agreement prior to closing, without cause and without penalty.

Acquiring the Village Woods system continues the Town's commitment to growing its municipal water customer base. A return on this investment will be realized over decades as more and more residents are connected to a safe and reliable source of drinking water. Connection to the system currently under development to bring water from Forsyth County would ultimately be paid for by Enterprise Fund reserves generated through user fees, but the feasibility of these connections are best assessed in the future when more details are known.

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) Village Woods Development (PWSID # NC 3041075);

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 (except fixtures)

(d) "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(d) 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) Electric service to the water system, which serves VWPOA's irrigation and septic system in addition to the well house, will remain VWPOA's responsibility, and all bills related to electric service will be paid by VWPO.

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 (0 & 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 ASSOCIATION

By:_____
Vice/President

ATTEST:

_____
Corporate Secretary

TOWN OF OAK RIDGE

By:_____
Mayor

ATTEST:

_____
Town Clerk

[Town seal]

[corporate seal]

MEMORANDUM

TO: Town Council

FROM: Sandra Smith

DATE: July 3, 2025

RE: Voluntary annexation requests

Council,

Staff has recently received four voluntary annexation requests for property owners along our southern border. It has been a couple of years since the Town actively solicited voluntary annexation petitions, and we have traditionally sought to deal with several requests at one time. In 2019, we voluntarily annexed eight properties (approximately 16 acres), and in 2022 we annexed an additional 21 properties (approximately 57 acres). Both these efforts were the result of targeted mailings. In 2024, we received one voluntary annexation petition for a property (approximately 19 acres) in our ETJ that was being rezoned for a subdivision.

According to Policy 2.4.1 in the most recent Strategic Plan adopted by Council in 2023, one of the initiatives is to:

> Continue to refine the Town's strategic voluntary annexation policy.

Should the Council wish to contact additional property owners regarding voluntary annexation, we could choose one of three possible options:

- Use word of mouth to contact property owners (no cost)
- Do a targeted mailing to property owners along our southern border (approximately 250 letters to be sent out = $195.00 postage plus paper, envelopes and staff time)
- Do a blanket mailing to all property owners in our ETJ as well as along our southern border (approximately 600 letters to be sent out = $468.00 postage plus paper, envelopes and staff time). Staff believes we would likely get the greatest response using this method, but the time spent by staff and the Town Attorney could increase greatly.

Requested action: Instruct staff to send a blanket mailing to all potential property owners and work with the Town Attorney to create an ordinance accepting eligible voluntary annexation requests effective June 30, 2026 to align with the fiscal year.