



**TOWN OF ROBBINS**  
**BOARD OF COMMISSIONERS REGULAR MEETING**  
**THURSDAY, DECEMBER 08, 2022 – 6:00 PM**  
**Robbins Fire Department**

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**AGENDA**

- I. CALL TO ORDER**
- II. INVOCATION** – Mayor
- III. PLEDGE OF ALLEGIANCE** – Mayor
- IV. PUBLIC COMMENT PERIOD NC G.S. 160A-81, 160A-81.1**
- V. CONFLICT OF INTEREST** – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*
- VI. APPROVAL OF CONSENT AGENDA**  
*All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.*
  - A. Approval 2023 Holiday and Board Meeting Calendar
  - B. November Minutes and Public Hearing Minutes
- VII. OLD BUSINESS**
- VIII. NEW BUSINESS**
  - A. Adoption of Agreement of Collections Services
- IX. APPOINTMENTS**
  - A. Resolution to Appoint Planning Board Members
- X. MANAGER'S REPORT**
  - A. NOVEMBER 2022 Report
- XI. COMMISSIONER'S COMMENTS**
- XII. CLOSED SESSION** (*if needed*)



**Resolution Adopting the Town of Robbins Holiday Calendar 2023**

**Whereas** the Town of Robbins Board of Commissioners has adopted a personnel policy that details required town holidays,

**THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROBBINS, NORTH CAROLINA, THAT:**

The attached holiday leave schedule be adopted.

Adopted on \_\_\_\_\_, 2022

\_\_\_\_\_  
Cameron Dockery, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Coltrane, Town Clerk



## 2023 Holiday Calendar

The Town will follow the holiday schedule as published by the State of North Carolina for State Employees.

In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved paid leave.

Employees wishing to schedule time off for religious observances, other than those observed by the Town, may request vacation leave from their respective department head. The department head will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observances may be denied only when granting leave would create an undue hardship for the Town.

The Town Manager is authorized to grant the following holidays, with pay, to all full-time employees:

- **New Year’s Day** January 2, 2023
- **Martin Luther King Jr.’s Birthday** – Monday, January 16<sup>th</sup>
- **Good Friday** – Friday, April 7th
- **Memorial Day** – Monday, May 29<sup>th</sup>
- **Independence Day** – Tuesday, July 4<sup>th</sup>
- **Labor Day** – Monday, September 4<sup>th</sup>
- **Veteran’s Day** – Friday, November 10th
- **Thanksgiving** – Thursday & Friday, November 23 & 24
- **Christmas** – Monday, Tuesday December 25 & 26

Christmas- 2 or 3 workdays (see following Christmas Schedule)

When Christmas falls on:	Town of Robbins Observes:
Sunday	Monday & Tuesday
Monday	Monday & Tuesday
Tuesday	Monday, Tuesday, & Wednesday
Wednesday	Tuesday, Wednesday, & Thursday
Thursday	Wednesday, Thursday, & Friday
Friday	Thursday & Friday
Saturday	Thursday & Friday

When a holiday other than Christmas Day falls on a Saturday, Friday shall be observed; if it falls on a Sunday, Monday shall be observed as the holiday.



**A RESOLUTION ADOPTING THE 2023 TOWN COUNCIL MEETING SCHEDULE**

**WHEREAS,** The Town of Robbins Commissioners is authorized, pursuant to N.C. Gen. Stat. Sec. 160A-71, to fix the time and place for its regular meetings;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF ROBBINS, NORTH CAROLINA, THAT:**

The following schedule of the meetings of the Robbins Board of Commissioners for 2023 be, and the same is, hereby established as follows:

Robbins Board of Commissioners Meeting  
6:00 p.m. 2<sup>nd</sup> Thursday of each month  
Robbins Town Hall, Robbins, NC or Robbins Fire Department

Specifically, these dates include:

- |            |              |
|------------|--------------|
| January 12 | July 13      |
| February 9 | August 10    |
| March 9    | September 14 |
| April 13   | October 12   |
| May 11     | November 9   |
| June 8     | December 14  |

BE IT FURTHER RESOLVED THAT:

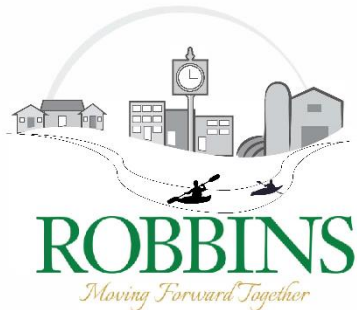
This Schedule may be amended or modified by resolution.

Adopted on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cameron Dockery, Mayor  
Town of Robbins

ATTEST:

\_\_\_\_\_  
Jessica Coltrane, Town Clerk



**TOWN OF ROBBINS**  
**November Board of Commissioners Regular Meeting**  
**Thursday, November 17, 2022 – 6:00 PM**  
**Robbins Fire Department**

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**I. CALL TO ORDER**

**II. INVOCATION – Mayor**

**III. PLEDGE OF ALLEGIANCE – Mayor**

**IV. PUBLIC COMMENT PERIOD NC G.S. 160A-81, 160A-81.1**

Eric Williams speaking on behalf of the Old School, still cleaning up the debris and stuff and did have a question, I know there was a lawsuit and judgment that was placed on us is coming up close to a year next month. Curious, everyone is aware of who is doing the work for us, do I need to get an extension or are we set enough on the town trying to figure out which way to go. Mack: I will talk to ours, b/c everything is processed and make sure we do our own extension, I'll make sure there isn't any hard date. I'll do it thru ours. Eric: Appreciate it, that's all I had.

Lynn Williams Update on Tommy the last we talked he is waiting on another guy to come crush. Would there be a problem if the pile of the crushed product sat there until he had it hauled off and try to speak on behalf of Tommy.

**V. CONFLICT OF INTEREST – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?***

**VI. APPROVAL OF CONSENT AGENDA**  
*All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.*

Motion made by Mayor Pro Tem Bradshaw

- A. October Minutes from Regular Board Meeting
- B. Minutes from Emergency Board Meeting October 28, 2022

**VII. RECOGNITIONS**

**VIII. PUBLIC HEARINGS**

A. Public Hearing/LGC Approval of Financing- Request to finance Road Paving Project 2022 not to exceed \$350,000 (*Clint Mack, Town Manager* )

6:05 For state statute 160A-20 notification of the public of any financing. Project is 99% done and dedicated to streets. Emergency meeting was valid, already sought contingency approval from the State Treasurer pending this public hearing to allow for public comment and transparency. This will be the public hearing if there are any comments. The lender is Fidelity Bank and it is a 10 year loan and payment is forecasted be to pay this off in a couple years.

Citizen: Neal Johnson spoke out that he had NO COMMENT about that but when you come into Robbins from the crossroads, you hit one bump after another, and I know its a State Road but couldnt they do a better job. I noticed one pothole in front of a citizen's home that should be fixed b/c the citizen does so much for everyone. That's all I want to say.

Dockery: No other comments

Motion made by Commissioner Stewart.

Voting Yea: Mayor Pro Tem Bradshaw, Commissioner Phillips, Commissioner Britt, Commissioner Stewart, Commissioner English

**IX. OLD BUSINESS**

A. Update on Municipal Parks

Security in Parks promised to give an update from last meeting. Signs are up. There is a form, the deposit is a must to solve the problem.

Stewart: has the damage been repaired

Mack: Not the spackle

Bradshaw: Spindles been repaired

Mack: yes it has and security cameras are up

(TC arrives)

B. Municipal Trash Ordinance (tabled from October 13th meeting)

Commissioner Phillips has brought up questions he has on the ordinances provided. (Citizen interrupts that they cannot hear) Mack: those are just examples provided and we have gotten complaints and their trash cans get knocked over and they lay in the road for hours and then we do code enforcement we have had to tell people to clean their trashcans b/c you walk up to the home and it smells so bad. Its a pretty common ordinance but the basic outline would be the day of trash pickup take it out to the road and back to your yard or behind it where its contained. Don't want to be too specific

Phillips: It may be a certain problem in an area or two but I don't think we need a town ordinance to enforce it and my neighbors they leave it by the curb b/c its such a hassle to get it. I think we are spaced out enough that its not as big a problem. I could see where its an apt building and there are 4-5 trash cans out front in the road where that's a

problem. But I'm just not seeing it to the extent where we need to tell people when and where to put their trash can. That's just me, maybe the businesses.

Mack: The conversation still goes on with Republic with commercial it just hasn't been a high priority. This is what I was asked to put on there, same request as always, don't make legislation that we are not gonna be able to enforce

Phillips: Let me ask you this, the board or town complained about the apt buildings, is that something we can regulate without it being targeted to just apts.

Mack: No I think our UDOs need to say multi family housing trash cans need to be behind the building.

Dockery: I live in Forest Heights, and I have had citizens that complain that the trash cans stay on the street 7 days a week. Trash can falls over, trash blows into someone else's yard. The trash cans smell terrible when you are walking on the road for exercise. One of the citizens that lives near an appt asked me to see what the board could do.

Mack: I can see what we can do, now that I know, I may be able to just talk to the property owner if there is a problem. If we cant then we can update the UDO.

Bradshaw: I do want you to look at the commercial side.

TC: obstructing the street with litter or creating a public nuisance with trash cans in the street may be a better way than an ordinance enforceable by law.

Mack: Its simple, I can just take the trash can b/c its a service the Town provides and they sign to take care of the trash cans.

Brandon : Not opposed to this if its a problem specifically.

Bradshaw: Put something on the water bill please make sure pull in trash cans.

Dockery: Table to next month.

**X. NEW BUSINESS**

**A. Discussion of Bids from Demolition of Fire and Rescue Building**

Talking about the police building, none are time sensitive. Biggest part is in the demo there will need to be asbestos abatement. Looking at high risk chemical price, we are gonna get one more quote and see if we can get it cheaper. The asbestos is expensive. Asking board what to do...Brownsfield will not qualify this property. B/c we are the property owners we are at fault. We can start a project fund or we can wait til later in the year once projects are closed out and see where we are. Just trying to give you options. If you have any other options, let me know. Give us a little time and see what we get. We have not received any formal offers.

Phillips: If it is tore down, what do we do with it?

Bradshaw: Maybe Public Works Town Hall plans is what we should go back to. Just be a green lot.

Stewart: Is school still interested in?

**B. Resolution for Christmas Parade Road Closure**

Favorite time of year, we will have Selfies with Santa and Parade with Tree Lighting.  
We are working on the caboose.

Dockery: Who picks the parade route?

Brown: That time of day we run into lack of man power.

Motion made by Commissioner Stewart.

Voting Yea: Mayor Dockery, Mayor Pro Tem Bradshaw, Commissioner Phillips,  
Commissioner Britt, Commissioner English

C. Resolution to Dispose of Town Property

Actually don't need this b/c its all listed under \$500

Inventory for Record -most is donated

D. Budget Amendment 4-6 and Sewer AIA Budget

All the numbers for spending plan passed last meeting. Also included an extra payment on Spies line and officially own 11 miles of pipe to Biscoe. The AIA payment is actually less, and a large chunk of capital outlay for their fire truck and for the new boat and custom trailer.

Motion made by Mayor Pro Tem Bradshaw.

Voting Yea: Mayor Dockery, Mayor Pro Tem Bradshaw, Commissioner Phillips,  
Commissioner Britt, Commissioner Stewart, Commissioner English

**XI. MANAGER'S REPORT**

A. November 2022 Report

Manager Mack over the report attached.

Gang problem is gonna be Robbins adn Southern Pines, there will be a gang meeting at Hope Center. Haddock: we have no gangs in Robbins in schools, we have a handful in adults. But NOT in schools. Commissioner English will attend with Ben this meeting. The guy heading it up is from California and he can go back.

Neal: wants to make a comment- he was at post office...is there anything we can do for noise pollution. Haddock: I have made stops for the cars with illegal tint, loud music. They are kids, I like to look at this as a learning curve.

**XII. COMMISSIONER'S COMMENTS**

Phillips: Good turnout in Robbins for election day. Wish more people would come out to our meetings so they know whats going on

Britt n/a

Stewart: closed session? I would like a update on some stuff

English: I had a couple people tell me that Cheif Haddock you are doing a good job within the town.



Bradshaw: Thankful that Rosas is ok, what we strived for when you came was a community police force and I feel like we are there now. Stephanie we are gonna miss you. Don't go to far.

Dockery: Reiterate what Bradshaw said we will miss you Stephanie. Thank you for all you have done.

Motion made by Mayor Pro Tem Bradshaw.

Voting Yea: Mayor Pro Tem Bradshaw, Commissioner Phillips, Commissioner Britt, Commissioner Stewart, Commissioner English

**XIII. CLOSED SESSION** *(if needed)*

Motion to go into Closed Session 7:06

Approve 5-0

Atty Client Privilege

Motion to go out 7:25pm and into Open Session

Adjourn

7:25pm

Motion made by Mayor Pro Tem Bradshaw.

Voting Yea: Mayor Pro Tem Bradshaw, Commissioner Phillips, Commissioner Britt, Commissioner Stewart, Commissioner English

**XIV. COMMISSIONER'S UPCOMING MEETING/EVENTS**

December 1st 6:00 Christmas Parade and Tree Lighting to Follow

December 8th Board Meeting

ATTEST:

\_\_\_\_\_  
CAMERON DOCKERY, MAYOR

\_\_\_\_\_  
JESSICA COLTRANE, TOWN CLERK

## Memorandum of Understanding and Agreement NC Local Government Debt Setoff Clearinghouse Program

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Town of Robbins (“CLAIMANT AGENCY”) and the North Carolina League of Municipalities and the North Carolina Association of County Commissioners acting as the North Carolina Local Government Debt Setoff Clearinghouse (“CLEARINGHOUSE”)

### RECITALS

WHEREAS, the Setoff Debt Collection Act, (“ACT”), Article 1 of Chapter 105A-2(A) of the North Carolina General Statutes, authorized the North Carolina Department of Revenue (“DEPARTMENT”), and claimant agencies to cooperate in identifying debtors who owe money to the State or to a qualifying local agency and who qualify for State income tax refunds; and established procedures for setting off against any refund the sum of any debt owed to the State or local government; and

WHEREAS, pursuant to NCGS 105A-3, CLEARINGHOUSE has registered with DEPARTMENT to submit delinquent debts on behalf of a local agency and has thereby become authorized to submit delinquent debts on behalf of a local agency under the ACT; and

WHEREAS, CLAIMANT AGENCY is a local agency authorized to submit a debt owed to it pursuant to the ACT; and

WHEREAS, CLAIMANT AGENCY desires to enter into this agreement with CLEARINGHOUSE in order to participate under the Setoff Debt Collection Act to increase the collection rate of delinquent debts owed to CLAIMANT AGENCY; and

WHEREAS, CLEARINGHOUSE has agreed to submit delinquent debts on behalf of CLAIMANT AGENCY.

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, CLAIMANT AGENCY and CLEARINGHOUSE mutually agree as follows:

#### **I. TERM/TERMINATION**

This memorandum of understanding and agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon 90 days written notice to the other party. Upon termination of this agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. CLEARINGHOUSE will erase all claimant data files from its debt setoff system upon termination.

**II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY**

A. CLAIMANT AGENCY hereby designates, appoints, and authorizes CLEARINGHOUSE to process delinquent debts to be submitted to Department. For purposes of the Debt Setoff Clearinghouse Program, “DELINQUENT DEBT” is defined to mean:

- (i) a single account or monetary obligation which is at least \$50 owed by a debtor to a claimant agency; or,
- (ii) a group of accounts or single monetary obligations, each of which is less than \$50, that have been combined to total at least \$50, owed by the same debtor to a claimant agency; or,
- (iii) a combination of two or more accounts or monetary obligations, one of which is at least \$50 and the remainder of which when added together equal less than \$50, owed by the same debtor to a claimant agency.

Each account or monetary obligation may have accrued through contract, subrogation, tort, operation of law, or any other legal theory regardless of whether there is an outstanding judgment for the sum. However, Housing Authorities’ debts must have been reduced to final judgment by the courts in order to be subject to setoff. To become a delinquent debt a period of 60 days must have elapsed between the time CLAIMANT AGENCY declares all of the applicable accounts or monetary obligations delinquent and the date the delinquent debt is submitted to CLEARINGHOUSE for collection.

B. CLAIMANT AGENCY shall comply with the provisions of the ACT prior to the submission of a debt to CLEARINGHOUSE for setoff and shall provide CLEARINGHOUSE the date of compliance with its debt submission file.

C. CLAIMANT AGENCY shall, upon execution of this agreement file a “participation form” with CLEARINGHOUSE designating a debt setoff coordinator and a debt setoff contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. CLEARINGHOUSE shall administratively provide participation forms, as needed, for use by CLAIMANT AGENCY. The debt setoff coordinator shall be the designated local government employee authorized to receive notices and communication from CLEARINGHOUSE to insure that the requirements of this agreement and the requirements of the Act are met. The debt setoff coordinator shall supply CLEARINGHOUSE with any and all information that in the opinion of CLEARINGHOUSE is necessary for the proper implementation of this agreement. The debt setoff contact will receive all referrals from debtors.

D. CLAIMANT AGENCY shall use a file specified by CLEARINGHOUSE to prepare “debt files” and adjustments to debt files that CLAIMANT AGENCY certifies to CLEARINGHOUSE are owed to CLAIMANT AGENCY and that CLAIMANT AGENCY desires to have CLEARINGHOUSE submit to DEPARTMENT for setoff as shown on a document to be administratively supplied by CLEARINGHOUSE entitled “File Layouts for Submission of Debts from CLAIMANT AGENCY to CLEARINGHOUSE.” If, in the opinion of CLEARINGHOUSE, changes to the file format are necessary to carry out this program, CLEARINGHOUSE shall timely

notify the CLAIMANT AGENCY. The CLAIMANT AGENCY covenants and agrees that it shall immediately implement any changes required by CLEARINGHOUSE. Data file structure will mirror requirements of DEPARTMENT but may include other fields such as date of debt cancellation. CLEARINGHOUSE will organize capability of date and time stamping debt for priority setting.

- E. CLAIMANT AGENCY shall transmit a debt file to CLEARINGHOUSE in a method and format acceptable to CLEARINGHOUSE. CLAIMANT AGENCY may choose one of three methods for data transmission: (1) customized software application provided by CLEARINGHOUSE; (2) file transfer protocol; and (3) hardcopy documents (hardcopy will require payment of costs of data entry services).
- F. CLAIMANT AGENCY shall comply with the notice and hearing procedures set forth in G.S. 105A-5 prior to the submission of a debt file to CLEARINGHOUSE. Debt files must be received on or before Friday at 5:00 p.m. in order to be included in the following week's submissions by CLEARINGHOUSE to DEPARTMENT.
- G. CLAIMANT AGENCY shall, after a debt file has been submitted to CLEARINGHOUSE, advise CLEARINGHOUSE of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file by close of business on the day the repayment or protest and instructions to delete or reduce a delinquent debt is received.

**III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE**

- A. CLEARINGHOUSE shall, upon receipt of CLAIMANT AGENCY'S debt file, compile the information and submit the data to the DEPARTMENT on Monday of each week.
- B. CLEARINGHOUSE shall remit to the CLAIMANT AGENCY funds received from DEPARTMENT within a reasonable time from the date of receipt from DEPARTMENT. Thereafter, CLEARINGHOUSE shall provide the CLAIMANT AGENCY an accounting of funds collected which will include the name of the debtor, the debtor's social security number, and the amount of the debt setoff as shown on the "File Layout for Submission of Debts from CLAIMANT AGENCY to CLEARINGHOUSE."
- C. CLEARINGHOUSE will provide CLAIMANT AGENCY an entity version of the application software system, which will allow CLAIMANT AGENCY to do its own in-house data entry for transfer to CLEARINGHOUSE. CLEARINGHOUSE will provide free upgrades of the application software periodically, as needed. The entity version of the application system will provide both a comprehensive online help system and a written Installation/Set-up user's guide. A Pentium class computer with Windows 95 or above is required by CLAIMANT AGENCY using the application software system.
- D. CLEARINGHOUSE will provide a licensed copy of PKWARE'S PKZIP to CLAIMANT AGENCY. This software provides for compression and encryption for the security of the data to be sent to CLEARINGHOUSE. CLEARINGHOUSE will

also compress and encrypt the data using PKZIP before returning the data to CLAIMANT AGENCY.

- E. CLEARINGHOUSE will provide a toll free telephone number for use by CLAIMANT AGENCY to receive technical support and provide information on the use of software applications and the processing of debts for submission to DEPARTMENT. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. EST, Monday through Friday, excluding holidays. Voice mail and e-mail access shall also be provided as a part of the support/information response system.
- F. CLEARINGHOUSE will provide, at no cost to CLAIMANT AGENCY, technical support to CLAIMANT AGENCY, including site visits when advisable or appropriate. CLEARINGHOUSE will provide a first-level of support by telephone to attempt to diagnose the problems. However, if first-level support is unsuccessful, an on-site visit will be made within four (4) business days.
- G. CLEARINGHOUSE will provide, at no cost to CLAIMANT AGENCY, a training seminar of one to two days each year for CLAIMANT AGENCY'S staff on the use of the debt setoff application system.

**IV. UNDERSTANDING OF PARTIES**

- A. To recover the costs incurred by DEPARTMENT in collecting debts, it imposes a collection assistance fee on each debt collected through setoff. DEPARTMENT must collect this fee as part of the debt and retain it. To recover the costs incurred by claimant agencies in submitting debts for collection, a local collection assistance fee of \$15 dollars is imposed on each delinquent debt submitted to DEPARTMENT and collected through set off. DEPARTMENT must collect this fee as part of the debt and remit it to CLEARINGHOUSE. If CLAIMANT AGENCY is due a refund of more than \$50 dollars, DEPARTMENT sets the tax refund off in the amount of the delinquent debt plus its collection assistance fees and the local collection assistance fee. If DEPARTMENT is able to collect only part of a debt through setoff, its collection assistance fee has priority over the local collection assistance fee and over the remainder of the delinquent debt. The local collection assistance fee has priority over the remainder of the delinquent debt.
- B. DEPARTMENT has priority over all other claimant agencies whenever it is a competing agency for a refund. State agencies have priority over local agencies. When multiple claims among local agencies are submitted for setoff to CLEARINGHOUSE, the claims have priority based on the date and time each local agency requested CLEARINGHOUSE to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. CLEARINGHOUSE shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any "new" delinquent debt for same CLAIMANT AGENCY will have a new submission date and time, including new debts for a previously submitted debtor. A delinquent debt submitted to CLEARINGHOUSE that has been reduced, by setoff or otherwise, to an

amount of less than \$50 may lose its existing priority. If such delinquent debt is thereafter combined with a future delinquent debt submission for the same debtor and thereby becomes eligible for setoff, it shall be treated as a part of the “new” debt and shall be assigned priority based on the future submission. If such delinquent debt, through the addition of interest or penalties, is thereafter increased to an amount of at least \$50 and thereby becomes eligible for set off, such debt shall retain its original priority.

- C. CLEARINGHOUSE shall not accept a debt file that is not prepared as specified by CLEARINGHOUSE or where a period of 60 days has not elapsed between the time the CLAIMANT AGENCY declares the debt delinquent and the date the delinquent debt is submitted to CLEARINGHOUSE for collection. CLEARINGHOUSE agrees to submit delinquent debts to Department; provided, however the CLAIMANT AGENCY is solely responsible for complying with the ACT, specifically including the notice and hearing provisions and other requirements of the act.
- D. The CLAIMANT AGENCY acknowledges that CLAIMANT AGENCY is responsible for the notice and hearing requirements of the ACT. CLAIMANT AGENCY affirms to CLEARINGHOUSE that it will comply with the ACT, specifically including the notice and hearing provisions required by the ACT prior to the submission of a delinquent debt to CLEARINGHOUSE for setoff.
- E. Successful interception funds will be disbursed through Capital Management of the Carolinas (Capital Management), the agency that oversees administration of the North Carolina Capital Management Trust. CLAIMANT AGENCY shall have an account with Capital Management prior to the submission of a delinquent debt to CLEARINGHOUSE and shall retain said account for as long as this agreement shall be in full force and effect.

**V. COMPENSATION**

- A. CLEARINGHOUSE shall receive as compensation for its services the \$15 local collection assistance fee that is imposed by DEPARTMENT on each delinquent debt that is submitted by CLEARINGHOUSE and collected through a successful interception. “SUCCESSFUL INTERCEPTION” is defined to mean the DEPARTMENT matched all or a portion of a debt submitted by CLEARINGHOUSE against a State tax refund for interception and payment towards a delinquent debt owed to CLAIMANT AGENCY.
- B. CLAIMANT AGENCY, by the execution of this agreement, authorizes CLEARINGHOUSE to retain the \$15 local collection assistance fee imposed on each delinquent debt for each successful interception. CLAIMANT AGENCY further authorizes CLEARINGHOUSE to retain the local collection assistance fee collected by it in the event CLAIMANT AGENCY is required, by statute or otherwise, to return to a debtor funds that have been set off by DEPARTMENT.
- C. CLAIMANT AGENCY may not combine individual delinquent debts of at least \$50 each by delinquent debtor name and social security number for submission to CLEARINGHOUSE. Multiple debts of less than \$50 owned by the same debtor to a

claimant agency, and one debt of less than \$50 and a debt of at least \$50 may be combined to meet the \$50 threshold and thereby constitute a delinquent debt which may be submitted to CLEARINGHOUSE.

- D. Existing submitted delinquent debts may be adjusted upwards for interest, fees etc., and will retain their original priority order, but not a later new delinquent debt, even if from the same debtor. New debts will be date stamped by CLEARINGHOUSE with the later submission date.
- E. In the event of partial payment of a delinquent debt, the CLAIMANT AGENCY may continue to submit the balance of the debt, if \$50 or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than \$50, it may be combined with a future delinquent debt submission for the same debtor, and will be treated as a part of the “new” delinquent debt for purposes of priority and imposition of the local collection assistance fee.

**VI. INDEMNIFICATION/REIMBURSEMENT**

CLAIMANT AGENCY fully understands and warrants to CLEARINGHOUSE that by submission of any delinquent debt submitted to CLEARINGHOUSE for setoff CLAIMANT AGENCY has complied with all of the provisions of the ACT and this agreement. The CLAIMANT AGENCY shall hold CLEARINGHOUSE free and harmless and shall indemnify CLEARINGHOUSE against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of CLAIMANT AGENCY to so perform. CLAIMANT AGENCY shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors.

**VII. NOTICE**

Any notice required to be given under this Agreement shall be sent by certified or registered mail postage prepaid to:

\_\_\_\_\_ (debt setoff coordinator)  
 \_\_\_\_\_ (local agency)  
 \_\_\_\_\_ (local agency address);

and to: NCLM, 434 Fayetteville Street, Suite 1900, Raleigh, NC 27601 and NCACC, 215 North Dawson Street, Raleigh, NC 27603, in the case of CLEARINGHOUSE.

**VIII. ASSIGNMENT**

This Agreement is not assignable by either party.

**IX. CONFIDENTIAL INFORMATION**

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information (“Confidential Information”). Confidential Information includes, but is not limited to, information relating to the

parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information: (i) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party, and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by non-disclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which CLEARINGHOUSE may gain access to during the course of the performance of this Agreement shall be the property of CLAIMANT AGENCY, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. CLEARINGHOUSE shall maintain confidentiality of such information not only during the course of the performance of this Agreement, but following its termination.

**X. MISCELLANEOUS**

A. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

B. The laws of the State of North Carolina shall govern the terms and conditions of this Agreement. Should any dispute arise between the parties concerning any matter under this Agreement, such disputes shall be submitted to binding arbitration before the American Arbitration Association, in accordance with applicable rules.

C. CLAIMANT AGENCY shall enter into no other contract for similar services with any other entity so long as this Agreement remains in effect.

D. The CLAIMANT AGENCY shall be identified and contacted as follows:

- Type of Agency (Check appropriate type)
  - A County, to the extent it is not considered a State agency
  - A municipality
  - A Water & Sewer Authority (created under Article 1 of Chapter 162A) (Attorney for CLAIMANT AGENCY MUST complete and include Attachment I – Local Agency Certification)
  - A regional joint agency created by interlocal agreement (created under Article 20 of Chapter 160A) between two or more counties, cities, or both. (Attorney for CLAIMANT AGENCY MUST complete and include Attachment I – Local Agency Certification)



- A public health authority created under Article 2, Part B of Chapter 130A of the General Statues.
- A metropolitan sewerage district created under Article 5 of Chapter 162A of the General Statues.
- A sanitary district created under Article 2, Part 2 of Chapter 130A of the General Statues.
- A housing authority created under Chapter 157 of the General Statues, provided that the debt owed to a housing authority has been reduced to a final judgment in favor of the housing authority.
- A regional solid waste management authority created under Article 22 of Chapter 153A of the General Statues.

Name of Agency: \_\_\_\_\_  
 Director/Chief Exec. Officer, \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written, all by authority of their respective governing bodies.

Town of Robbins  
 (Local Agency)

**NORTH CAROLINA LOCAL GOVERNMENT  
 DEBT SETOFF CLEARINGHOUSE**

By: \_\_\_\_\_  
 (Authorized Official)

By: \_\_\_\_\_  
 Rose Vaughn Williams, Executive  
 Director NC League of  
 Municipalities

ATTEST: \_\_\_\_\_  
 (Clerk)

By: \_\_\_\_\_  
 Kevin Leonard, Executive Director  
 NC Association of County Commissioners

(Local Government Seal)

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

\_\_\_\_\_  
(Signature of Finance Officer)



**NC Local Government Debt Setoff Program**

**Whereas**, NCGS Chapter 105A, Setoff Debt Collection Act, authorizes the North Carolina Department of Revenue to cooperate in identifying debtors who owe money to qualifying local agencies and who are due refunds from the Department of Revenue; and

**Whereas**, the law authorizes the setting off of certain debts owed to qualifying local agencies against tax refunds; and

**Whereas**, the North Carolina Association of County Commissioners and the North Carolina League of Municipalities have jointly established a clearinghouse to submit debts on behalf of the Town of Robbins as defined in G.S 105A -2 (6), effective January 1, 2006 and thereafter as provided by law;

**Now Therefore, be it Resolved** that the local agency will participate in the debt setoff program and hereby designates Town Manager as the person to hold hearings and conduct necessary proceedings. The Town Manager is hereby authorized to execute such documents and agreements as necessary to participate in the debt setoff program.

Adopted by the Town of Robbins Board of Commissioners Governing Body on the 8th day of December, 2022.

\_\_\_\_\_  
Cameron Dockery, Mayor

\_\_\_\_\_  
Jessica Coltrane, Town Clerk



**A Resolution Removing and Appointing Members from  
The Robbins Planning Board**

**WHEREAS**, the Commissioners of the Town of Robbins recognize the importance of clarity and guidance in the establishment and operation of Town standing committees and commissions; and

**WHEREAS**, the Commissioners of the Town of Robbins have established a Planning Board, pursuant to Section 30.46 of the Robbins Town Ordinances, to be known as the Town of Robbins Planning Board; and

**WHEREAS**, The Commissioners of the Town of Robbins wish to adjust the current appointment schedule and set new appointments to the Planning Board; and

**WHEREAS**, the Commissioners of the Town of Robbins have appointed new members to the Planning Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROBBINS, NORTH CAROLINA, THAT:**

**SECTION 1.** The Board of Commissioners of the Town of Robbins hereby removes. According to 152.025 (F) (2) the following members from the Planning Board:

1. Expired Terms

**Section 2.** The Commissioners of the Town of Robbins hereby appoint the following members to serve the following rotations on the Town of Robbins Planning Board according to 152.025 (A) (2).

1. Amy Owens for a term of 1 year
2. Penny Priest for a term of 1 year
3. Brandon Phillips for a term of 2 years
4. Ryan Lance Mauldin for a term of 2 years
5. Thomas Shoop for a term of 3 years

**Section 3.** The Commissioners of the Town of Robbins hereby requests the Moore County Board of Commissioners to appoint Thomas Shoop to the Robbins Planning Board for Seat 5, a term of 3 years, as a representative of the Extra Territorial Jurisdiction.

Adopted on December 8, 2022

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Mayor, Cameron Dockery

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Jessica Coltrane, Town Clerk



To: Robbins Board of Commissioners

From: Clint Mack, Town Manager

Subject: Manager Report

Date: 08 December 2022

## PROJECTS/EFFORTS

### 1. FEMA Hurricane Florence Recovery Projects (3)

a. Monthly progress meetings complete.

(1) *Main Pump Station*- Final closeout and last 25% reimbursement requested.

(2) *Wastewater Treatment Plant*- Final closeout and last 25% reimbursement requested.

(3) *Low Water Crossing*- Some final RFIs last week from EPA and now moving forward to clearing final 25% reimbursement.

## DEPARTMENT REPORTS

### 1. ADMINISTRATIVE

a. *Project Forest* loan closing on 1 DEC22, check issued.

b. Sewer AIA, smoke testing 90% complete. Deficiencies, catalogued on sewer overlays on *InfraForce*. Moving forward with limited access points and rain water I&I analysis. (18 hrs.)

c. Submitted application for several potential Brownfield eligible projects in Robbins area.

d. GoldenLeaf SITE Program visit and identified multiple sites of interest.

e. Finance officer interviews.

f. Town Hall lobby rehab.

g. Coordinating with Ashley Baker of Moore County Visitors Bureau for *Year of the Trail* initiative.

h. 2021-22 Finance final closeout.

i. Drafting Wooten Co. Water System Upgrade contracts.

j. USDGA Event, 12 hour relay, and 5k run 2 DEC.



k. Zoning, permitting, and planning.

2. FIRE

- a. See report
- b. Parade support

3. POLICE

- a. See report
- b. Parade & weekend event support

4. PUBLIC WORKS

- a. 22 work orders resolved.
- b. Reservoir maintenance for USDGA event.
- c. Major leak on Broad St./HWY 705 to be fixed 6 DEC.
- d. Electricity to new building installed.
- e. New dump truck received and paid off.
- f. 15 light pole work orders completed, 2 poles to be replaced. All other bulbs replaced but won't receive LED upgrade until fixture/housing goes completely bad.

**FOLLOW UP:**

CLINT E. MACK  
Town Manager  
Robbins, NC.

# November 2022

## Monthly Report – Robbins Area Library – Sue Aklus

**Programs:**

*Children:* Story Time with Miss Sue, Lego Day, Board Game Day, Craft Day

*Young Adult:* Role Playing Games with Sean

*Adults:* Crochet & Knitting Group, Book Clubs, NC Works

	2022	ATTENDANCE
Days Open	17	
REFERENCE QUESTIONS	70	
Volunteer Hours	8	
Computer Use	31	
Front Door Walk-ins & Pickups	874	
<b>ADULT PROGRAMS IN THE LIBRARY:</b>	7	35
Misty Clark Book Club-Debbie Macomber #12 Cedar Cove Series	1	5
NC Career Works	1	2
Crochet & Knitting Group	5	28
<b>JUVENILE PROGRAM In The Library:</b>	22	246
Thursday Story Time With Miss Sue	3	37
Wednesday Craft Day	5	8
Hope Academy Storytime with Miss Sue	10	161
Lego Friday	2	11
Saturday Board Games	2	4
<b>JUVENILE PROGRAM Outside the Library</b>	2	25
Grandma & Grandpas Day Care	1	7



Magic Years	1	18
<b>YA PROGRAMS:</b>	2	1
Role Playing Games with Sean	2	1
<b>CONFERENCE ROOM</b>	3	12
Committee Meeting	1	6
Tutor	1	2
Interview	1	4

### Upcoming Programs for December 2022:

- Pre-School Story Time Every Thursday at 10AM.
- Hope Academy Story Time-Wednesday Mornings
- Crafts - Wednesdays from 2-6PM
- Lego Day –Fridays from 2-6PM
- Board Game Day –Saturdays 10-1:30PM
- Crock Pot Recipe Exchange Tuesday, December 6 @ 5:30PM
- Misty Clark Book Club Cedar Cove Series “Christmas in Cedar Cove” by Debbie Macomber will meet in the Library Dec. 30 @ 4:30PM
- Kids Book Club WinterFrost will meet Friday, Dec. 16 @ 4:30PM
- Crochet/Knitting Group meets every Tuesday from 2-4PM
- NCWorks Career will be available Tuesdays from 10AM-12NOON
- Role Playing Games with Sean Reilly Saturdays 10AM-1:30PM
- Find Mini Santa in the Kids Section and win a prize
- Robbins Library Committee will meet Thursday, December 8 @ 11:30am. (Stuffing bags for Santa)
- Christmas with Santa Dec. 13, 5-6PM
- Robbins Library will be closed Friday December 23-27 for Christmas & December 31 for New Year’s Eve.



**Robbins Fire Rescue  
PO Box 987  
Robbins, NC 27325**

November 2022 Fire Rescue Report

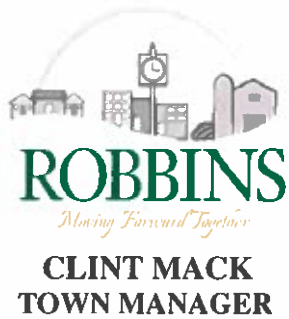
Vehicle Accidents - 12  
Medical Calls - 34  
Structure Fires - 4  
Electrical Haz. - 4  
Storm Damage - 4  
Outside Fire - 3  
Fire Alarm - 3  
  
Total Calls - 64

We had Three house fires on Thanksgiving Day.  
Paid staff is doing their daily duties and training.  
We are getting ready for the Christmas Parade.  
We have been working at the depot getting ready for the parade.

Respectfully submitted

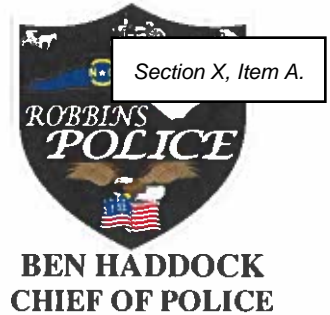
Timmy Brown

Fire Chief



## Robbins Police Department

101 North Middleton Street  
P.O. Box 687  
Robbins, North Carolina 27325  
(910) 948-3549  
FAX: (910) 948-3981



December 8, 2022

### Police Department Summary Report for June:

The month of November, the Robbins Police Department had a total of 448 Events and used a total of 459.9 gallons of fuel. Robbins Police Department seized a total of 83.1 grams of narcotics.

Robbins Officers have completed all mandated annual training for this fiscal year.

There are no updates for any new ordinance violations, Town Manager has access to the violation book for all pending matters.

In closing, thank you for the continued support for the Robbins Police Department and the Town of Robbins.

Chief Benjamin Haddock

Clint Mack

# Activity Log Event Summary (Cumulative Totals)

## Robbins Police Department

### (11/01/2022 - 11/30/2022)

911 Hang Up Call	1	Administrative Duty	17
Alarm Activation	2	Animal Complaint	1
Assist EMS	4	Assist Fire/Rescue	1
Assist Motorist	4	Assist Other Agency	2
Assist other Robbins Police Officer	21	Assist Sheriff Department	4
Attempted Larceny	1	Attempted Service of Warrants	1
Barring Notice	1	Breaking and Entering	1
Business Check	33	Careless & Reckless	3
Cemetery Check	1	Church Check	2
Citizen Assist	2	Community Policing	37
Court	1	Criminal Summons Served	1
Damage to Real Property	2	Domestic	1
Follow up Investigation	11	Foot Patrol	86
GHSP	3	Larceny	2
Missing Person	1	Noise Complaint	1
Park Check	35	Public Assistance	1
Public Service Call	2	Residence Check	14
Saturation Patrol	1	Store Closing	31
Structure Fire	1	Subpoena	3
Suspicious Person	5	Suspicious Vehicle	9
Training	7	Unauthorized Use of Motor Vehicle	1
Unlock car	1	Vehicle Accident Property Damage	3
Vehicle Maintenance	1	Vehicle Stop	66
Warrants Served	18	Welfare Check	1

**Total Number Of Events: 448**

# Incident Drug Totals By Status

## Robbins Police Department

### (11/01/2022 - 11/30/2022)

**Seized**

Type of Drug:	Description:	Type of Measurement:	Quantity:	Est. Value:	Inc. Date:	Incident Number:
E - Marijuana	Burnt Leafy Substance	GM - Gram	1 000		11/03/2022	22110060
E - Marijuana	Green leafy substance	GM - Gram	9 000		11/11/2022	22110150
E - Marijuana	Green Leafy Material	GM - Gram	0 200		11/20/2022	22110262
E - Marijuana	Green Leafy Substance	GM - Gram	51 000		11/21/2022	22110270
E - Marijuana	Green Leafy Substance	GM - Gram	1 000		11/27/2022	22110360
K - Other Hallucinogens	Psychedelic mushrooms	GM - Gram	4 000		11/11/2022	22110150
L - Amphetamines/Methamphetamines	Crystal-like substance	GM - Gram	1 700		11/02/2022	22110035
L - Amphetamines/Methamphetamines	Methamphetamine	GM - Gram	2 000	\$50.00	11/02/2022	22110044
L - Amphetamines/Methamphetamines	Crystal-Like Substance	GL - Gallon	1 000		11/03/2022	22110060
L - Amphetamines/Methamphetamines	White Crystallized Material	GM - Gram	12 000		11/20/2022	22110262
L - Amphetamines/Methamphetamines	White Crystallized Material	GM - Gram	0 200		11/20/2022	22110262
<b>Totals:</b>			<b>83.100</b>	<b>\$50.00</b>		