



**TOWN OF SOUTHERN SHORES**  
**TOWN COUNCIL REGULAR MEETING**

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

**PITTS CENTER**

**Tuesday, May 05, 2026 at 10:00 AM**

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## **AGENDA**

### **Call Meeting to Order**

Pledge of Allegiance

Moment of Silence

### **Amendments to / Approval of Agenda**

#### **Consent Agenda**

1. Budget Amendments #19- #21
2. Surplus Resolution 2026
3. 2026 Beach Monitoring Survey Proposal

#### **Presentations**

4. Employee Recognition: Ceremonial Swearing in of Officer Traves & O'Bar. Introduction of Public Works Maintenance Technician Michael Bowling & Georgia Anlauf

#### **Staff Reports**

Deputy Town Manager / Planning Director

Police Chief

Fire Chief

Town Manager

Town Attorney

#### **General Public Comment (Limit: 3 minutes per speaker.)**

#### **Old Business**

#### **New Business**

5. Town Manager's Recommended Budget FY26-27 (distributed at meeting)
  - a) Town Manager's Recommended Budget Presented
  - b) Set Public hearing for Budget
  
6. Public Hearing-consider ZTA-2026-01, a Zoning Text Amendment application submitted by Dan Osman to amend Town Code Section 36-202(d)(4) and 36-202(d)(5) to establish a 10 ft. side yard (setback) requirement and a 20 ft. rear yard (setback) requirement for pool equipment, pool sheds, accessory structures up to 150 square feet, and mechanical equipment (HVAC) in the RS-1 zoning district.
  
7. TCA-Chapter 32, Utilities

**Council Business**

**Adjourn**

**Town of Southern Shores  
Budget Amendment Number # 19**

<b>Admin Increases</b>			<b>Streets Decreases</b>		
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
<b><u>Revenues</u></b>			<b><u>Revenues</u></b>		
10-42-59998	Transfer OUT to otheFund -CRF	\$415,000	10-57-51002 10-57-51001	Street/Stormwater Project Multisue Path from 5th Ave. to Hillcrest	\$294,692 \$120,308
<b>TOTAL</b>		\$415,000	<b>TOTAL</b>		\$ 415,000

To move reamining street and multisue path money to CRF to be used for streets.

Recommended By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By: Town Council

\_\_\_\_\_  
Elizabeth Morey, Mayor

\_\_\_\_\_  
Date

**Town of Southern Shores  
Budget Amendment Number # 20**

<b>General Fund Increases</b>			<b>General Fund Decreases</b>		
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
10-40-39998	<b>Revenues</b> Transfer FROM Capital Reserve Fund	\$60,000	10-40-39909	<b>Revenues</b> Unassigned Fund Balance	\$60,000
50-40-39909	<b>Capital Reserve Fund</b> <b>Revenues</b> Unassigned Fund Balance for Beach Nourishment	\$60,000			
50-08-59999	<b>Expenditures</b> Transfer TO General Fund	\$60,000			
	<b>TOTAL</b>			<b>TOTAL</b>	

To transfer \$40,000 for monitoring and \$20,000 to cover DC 1.5% collection for MSD's. Both previously budgeted to be paid from

Recommended By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By: Town Council

\_\_\_\_\_  
Elizabeth Morey, Mayor

\_\_\_\_\_  
Date

**Town of Southern Shores  
Budget Amendment Number # 21**

**General Fund  
Increases**

**Decreases**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
10-40-39998	<b>Revenues</b> Transfer FROM Capital Reserve Fund <b>for Canals</b>	\$7,200			
10-57-48013	<b>Expenditures</b> Canal Maintenance	\$7,200			
50-40-39909	<b>Capital Reserve Fund</b> <b>Revenues</b> Unassigned Fund Balance For Canals	\$7,200			
50-11-59999	<b>Expenditures</b> Transfer TO General Fund	\$7,200			
	<b>TOTAL</b>			<b>TOTAL</b>	

Channel Marker Improvements

Recommended By:

\_\_\_\_\_  
Cliff Ogburn, Town Manager

Approved By: Town Council

\_\_\_\_\_  
Elizabeth Morey, Mayor

\_\_\_\_\_  
Date



# Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

[www.southernshores-nc.gov](http://www.southernshores-nc.gov)

Item 2.

## A RESOLUTION DECLARING CERTAIN PROPERTY OF THE TOWN TO BE SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY

#2026-05.01

**WHEREAS**, the Town Council of the Town of Southern Shores, North Carolina, has determined that the Town owns certain personal property that is no longer needed or usable by the Town; and

**WHEREAS**, the property is described below:

### Surplus Property Information

Make	Model	Year	Department	V.I.N. / Description	Surplus
CHEVY	EQUINOX	2016	ADMIN	2GNALBEK3G6124757	SOLD GOV-DEALS
CHEVY	TAHOE	2018	POLICE	1GNLCDEC7JR313727	LOSS/ACCIDENT

**NOW, THEREFORE, BE IT RESOLVED** by the Southern Shores Town Council that the Town Manager or his designee are hereby authorized to dispose of the aforementioned property by any means allowable to include offering for sale at public auction, internet on-line offering, private negotiation and sale, upset bid process, or destruction.

**AND BE IT FURTHER RESOLVED** that property described in this resolution is surplus as of May 5, 2026.

ATTEST:

\_\_\_\_\_  
Elizabeth Morey, Mayor

\_\_\_\_\_  
Sheila Kane, Town Clerk



## AGENDA ITEM SUMMARY

### Item #3 consent

**MEETING DATE:** May 5, 2026

**ITEM TITLE:** Consideration of 2026 Annual Beach Monitoring Services Proposal

**ITEM SUMMARY:** Attached is a cover letter and the proposal for the 2026 beach monitoring services. The proposal is annually presented as a vital part of the Town's beach management plan.

Coastal Protection Engineering has provided this survey and data report since 2017, when the Town completed its first nourishment project at the southernmost end of town. This work is performed annually to monitor the health of the beach as well as project performance by quantifying changes in sand volume from accretion and erosion. The results help develop plans of action in an environmentally sustainable and affordable manner. This also allows the Town to be eligible for FEMA reimbursement for sand loss to declared storms by maintaining an engineered beach.

Included as part of this year's proposal is an additional item associated with data acquisition (Task 1) that provides the 4-Towns associated with the project an opportunity to obtain high resolution orthomosaic imagery and have LiDAR data collected for the entire upper part of the beach that could be used for further design of the proposed 2027 beach nourishment project. There is some additional cost associated with that item. You will also note that while there has been a slight increase in the cost for Task 1, the cost of Task 2 is the same as last year. 2025 cost was \$33,471.25. The cost of this year's proposal is \$38,940.

**Staff Recommendation:** Approval as presented.

**Requested Action:** A motion to authorize the Town Manager to sign the attached proposal for 2026 Annual Monitoring Services with Coastal Protection Engineering

**Attachments:**

CPE Cover letter

Proposal: 2026 Annual Beach Monitoring Services, Town of Southern Shores, North Carolina



COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC  
4038 MASONBORO LOOP ROAD  
WILMINGTON, NC 28409  
910-399-1905

April 27, 2026

Cliff Ogburn  
Town Manager  
Town of Southern Shores  
5375 N. Virginia Dare Trail  
Southern Shores, NC 27949

**Re: Proposal: 2026 Annual Beach Monitoring Services, Town of Southern Shores, North Carolina**

Dear Mr. Ogburn:

Coastal Protection Engineering of North Carolina, Inc. (CPE) is pleased to provide this proposal for professional services to the Town of Southern Shores (TOWN). The proposed services are associated with the 2026 Annual Beach Monitoring. Under this proposal, CPE will conduct 2026 beach monitoring data acquisition, determine volumetric and shoreline changes, evaluate project performance, and update the Town's Beach Maintenance Plan. Given the 2026 data will be used to develop construction plans and specifications, CPE has included in this proposal the acquisition of aerial LiDAR data and orthophotography. This additional scope item was developed in conjunction with McKim & Creed. This data acquisition involves a manned helicopter-based LiDAR mission covering the full 16.5-mile Dare County project shoreline and is designed as part of a coordinated, single aerial acquisition effort that also includes the adjacent 22.5-mile Currituck County shoreline, totaling approximately 39 linear miles. Through this joint effort between the 4 Towns and Currituck County, high resolution aerial imagery and supplemental LiDAR data can be collected on the upper portions of the beach to aid in design of the 2027 project. The proposal also includes optional services associated with post-processing of LiDAR data (Task 3), which will be acquired as part of Task 1.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The work included under Tasks 1 – 2 will be performed for a lump sum fee of \$38,940.00. If the TOWN authorizes Task 3, the work will be completed for the unit cost of \$900 per linear mile of oceanfront depending on the extent of data needed. Exhibit B includes a breakdown of costs by Task.

The following items have been identified by CPE as deliverables to the TOWN for the completion of the Scope of Professional Services.

- Monthly Progress Reports;
- Annual Beach Monitoring Report;
- Beach Profile Data Appendix;
- High-Resolution Orthomosaic Imagery in GeoTIFF and ECW formats; and
- Digital Terrain Model/Classified LiDAR Point Cloud (Optional)



All draft deliverables, other than the monthly progress reports, will be provided within 120 days following completion of survey operations.

CPE's performance of the proposed Services is conditioned upon negotiation of mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our standard Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services. If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. CPE will then sign the Services Agreement and return a fully executed copy to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Willson".

Ken Willson

Senior Program Manager

Coastal Protection Engineering of North Carolina, Inc

Office: 910-399-1905

Mobile: 910-443-4471

[kwillson@coastalprotectioneng.com](mailto:kwillson@coastalprotectioneng.com)

**COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.  
SERVICES AGREEMENT  
FIXED PRICE BASIS**

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES:** **COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC. (“CPE”)** agrees to perform for the undersigned CLIENT, engineering and consulting (“Services”) described in the attached Proposal and/or as follows:

**PROPOSAL: TOWN OF SOUTHERN SHORES, NORTH CAROLINA: 2026 ANNUAL BEACH MONITORING SERVICES**

2. **FEES, INVOICES AND PAYMENTS:** The Services associated with Tasks 1 – 2 will be performed for the lump sum fee of **\$38,940.00 (Thirty-eight thousand, nine hundred forty dollars and zero cents)**. If authorized, the Services associated with Task 3 will be completed for the unit cost of \$900.00 per linear mile, **not to exceed \$2,700.00 (Two thousand, seven hundred dollars and zero cents)**.

Invoices will be submitted by CPE no more frequently than every month, with payment due upon CLIENT’S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against CPE or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

3. **CLIENTS COOPERATION:** To assist CPE in performing the Services, CLIENT shall (i) provide CPE with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CPE when requested, (iii) permit CPE reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in CPE’s activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CPE, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE will exercise reasonable efforts to avoid the disclosure of such information to others. Likewise, to the extent that CPE discloses to CLIENT, business or technical information that CPE clearly marks in writing as confidential or proprietary, CLIENT will exercise reasonable efforts to avoid the disclosure of such information to others.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of

law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

**5. DELAYS AND CHANGES IN CONDITIONS:**

If CPE is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by CPE; or (vi) any other cause beyond the reasonable control of CPE, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CPE shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CPE's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

**6. INSURANCE:** CPE is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

**7. INDEMNITIES:** CPE shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CPE, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting

in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless CPE (including its borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees.

**8. LIMITATIONS OF LIABILITY:**

- a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO REPERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,
- b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

9. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay CPE for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE all reasonable costs and expenses incurred by CPE in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

11. **ASSIGNMENT:** Neither CPE nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CPE may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

12. **MISCELLANEOUS:**

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by CPE to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CPE, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other

document issued by the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by CPE or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and CPE agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on \_\_\_\_\_, 2026

**COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.**

**TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

By (Sign): \_\_\_\_\_

By (Sign): \_\_\_\_\_

Print Name:     Kenneth Willson    

Print Name: \_\_\_\_\_

Title:     Officer    

Title: \_\_\_\_\_

Address:     4038 Masonboro Loop Road,    

Address: \_\_\_\_\_

    Wilmington, North Carolina, 28409    

\_\_\_\_\_

Phone:     (910) 399-1905    

Phone: \_\_\_\_\_

Fax:     N/A    

Fax: \_\_\_\_\_

E-mail:     kwillson@coastalprotectioneng.com    

E-mail: \_\_\_\_\_

- Attachments:     Exhibit A – Scope of Professional Services
- Exhibit B – Breakdown of Cost

**EXHIBIT A**  
**SCOPE OF PROFESSIONAL SERVICES**  
**TOWN OF SOUTHERN SHORES, NORTH CAROLINA**  
**2026 ANNUAL BEACH MONITORING SERVICES**

Coastal Protection Engineering of North Carolina, Inc. (hereinafter “CPE”) proposes to provide professional services to the Town of Southern Shores (hereinafter the “TOWN”), associated with annual monitoring of the TOWN’s Beach Renourishment Project constructed in 2022/2023. CPE will sub-contract portions of the data acquisition included in Task 1 and 3, as described herein.

This proposal includes 2026 beach monitoring data acquisition and analysis and updating the TOWN’s Beach Maintenance Plan. Additionally, the scope of services also includes optional services (Task 3) associated with LiDAR data processing. Each Task is described in detail in the following sections.

**TASK 1 – 2026 BEACH PROFILE DATA ACQUISITION**

The standard method used to monitor beach nourishment projects is to collect topographic and bathymetric data along a series of beach profiles on an annual or bi-annual basis. Comparison of this data can be used to track volumetric changes of sand along the beach and changes in the shoreline position. Furthermore, in order to be eligible for disaster assistance through the Federal Emergency Management Agency (FEMA), local sponsors of beach nourishment projects are encouraged to monitor the beach annually to document conditions of the project prior to the impact of a storm.

2026 beach profile data acquisition will be conducted prior to June 15, 2026. Topographic data will be collected along each beach profile to include the dune, berm, and foreshore section of the beach, while bathymetric data will be collected along the offshore portion of the profile. Beach profile data acquisition will be conducted along twenty-two (22) profiles (See Table 1), spaced approximately 1,000 feet apart. The northernmost profile is located at station -197+12 (located at the northern Town boundary) and the southernmost profile is located at station -10+00 (near Sea Bass Circle) within the Town of Southern Shores. While data for the beach profile located at the border of Southern Shores & Kitty Hawk (baseline station 0+00) will be used in the analysis of the Southern Shores beach, the cost of data acquisition for this profile is included in a separate agreement with the Town of Kitty Hawk. CPE will sub-contract portions of this work to McKim & Creed.

Costs for mobilization of equipment and personnel to and from the project area will be cost shared with the Towns of Duck, Kill Devil Hills, and Kitty Hawk as data acquisition for all four towns is planned to be conducted concurrently. Additional mobilization costs may be applied if monitoring data acquisition is conducted independently of the Towns of Duck, Kill Devil Hills, and Kitty Hawk.

Beach profiles will extend landward from their respective baseline station until a structure is encountered or a range of 25 feet beyond the dune is reached, whichever is seaward. Elevation

**EXHIBIT A**  
**SCOPE OF PROFESSIONAL SERVICES**  
**TOWN OF SOUTHERN SHORES, NORTH CAROLINA**  
**2026 ANNUAL BEACH MONITORING SERVICES**

measurements will also be taken seaward along the profile to a range of 3,000 feet beyond the shoreline or to the -30 NAVD88 contour, whichever is more landward.

**Table 1. Monitoring Survey Baseline and Azimuth**

Town	Station	Easting	Northing	Azimuth
Southern Shores	-197+12	2962839.6	889616.1	70
	-187+14	2963230.4	888697.7	70
	-177+13	2963619	887775.8	70
	-170+56	2963880.5	887172.9	66.6
	-163+99	2964142	886569.9	66.6
	-157+41	2964403.5	885966.9	66.6
	-153+05	2964579	885562.3	66
	-150+00	2964665	885364	65.3
	-140+00	2965116	884444	65.3
	-130+00	2965239	883452	65.3
	-120+00	2965920	882604	65.3
	-110+00	2966366	881697	62.6
	-100+00	2966790	880778	62.6
	-90+00	2967110	879895	62.6
	-80+00	2967533	878988	62.6
	-70+00	2967951	878106	62.6
	-60+00	2968381	877175	62.6
	-50+00	2968838	876228	62.6
	-40+00	2969249	875440	62.6
	-30+00	2969731.6	874496.1	62.6
-20+00	2970189.7	873607.2	62.6	
-10+00	2970653	872721	62.6	
----- 0+00	2971224.2	871890.8	62.6	

Land-based or “upland” data collection will include all grade breaks and changes in topography to provide a representative description of the conditions at the time of the work. The maximum spacing between data points along individual profiles will be 25 feet. The upland work will extend into wading/swimming depths sufficiently to provide a minimum 50-foot overlap with the offshore data. This overlap between the topographic and bathymetric data acquisition provides quality control and quality assurance.

The hydrographic work or “offshore” portions of the beach profiles will be conducted with industry standard depth sounding equipment and real-time kinematic (RTK) global navigation satellite system (GNSS). Tide corrections will be obtained redundantly with RTK GNSS and a

**EXHIBIT A**  
**SCOPE OF PROFESSIONAL SERVICES**  
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local tide gauge verified to meet the requirements for the specific work. Offshore data points shall also be collected with a maximum spacing of 25 feet.

Horizontal and vertical positioning checks will be conducted at the beginning and end of each day of data acquisition to confirm that control is undisturbed and meets the accuracy standards of this project with a horizontal limit of 0.66 feet and a vertical limit of 0.16 ft. for all electronic equipment. Vertical positioning checks for depth measuring equipment will be conducted at 5 ft. increments between -5 ft. and at least -25 ft. NAVD88. Sound velocity casts will be conducted at the project site at the start and end of each day of data acquisition to calibrate the sounding equipment.

Also included in the scope for Task 1 is the acquisition of aerial LiDAR data and orthophotography. Given the 2026 data will be used to develop construction plans and specifications, CPE has developed this additional scope item in conjunction with McKim & Creed. This data acquisition involves a manned helicopter-based LiDAR mission covering the full 16.5-mile Dare County project shoreline and is designed as part of a coordinated, single aerial acquisition effort that also includes the adjacent 22.5-mile Currituck County shoreline, totaling approximately 39 linear miles. Task 1 includes the acquisition of the LiDAR data and orthomosaic imagery along the Town of Southern Shores.

As an appendix to the 2026 Monitoring Report described under Task 2, CPE will provide the TOWN with a survey report. This appendix will include methodology, field notes for the data acquisition, control information, profile plots, cross sections, and digital XYZ data. The deliverables for Task 1 will also include the seamless, geo-referenced orthomosaic imagery of the Town of Southern Shores oceanfront in high-resolution GeoTIFF and compressed ECW. This imagery will have a ground pixel resolution of approximately 1-3 inches, providing sharp detail of beach and dune features for visual analysis and presentation.

Note: The post processing of the LiDAR data is not included in the cost for Task 1, only the acquisition of the data. If the processed LiDAR data is required for design of certain features of the projects, the post processing will fall under Task 3 on a per/mile price basis.

**TASK 2 – 2026 BEACH MONITORING REPORT**

CPE will conduct both shoreline and volume change analysis to evaluate project performance. Analysis will focus on the total shoreline and volume change that has occurred since project construction represented by data collected post project in 2022.

Given the contiguous nature of the beach nourishment project constructed from the north end of Southern Shores to approximately Prospect Avenue in Kill Devil Hills, CPE will prepare a comprehensive shoreline and volume change monitoring report that includes the Towns of Southern Shores, Kitty Hawk, and Kill Devil Hills. The report will include details on data

**EXHIBIT A**  
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**2026 ANNUAL BEACH MONITORING SERVICES**

collection and methods used as well as results of the various analyses. The results will be reported in terms of the project area in total and broken up into Town-specific sections. The report will also include a discussion section and recommendations based on the findings of the analyses. Deliverables will include two (2) hardcopies of the report with CD or USB drive which will include digital versions of the report, appendices, and data. In addition to the report, one (1) in-person meeting is included to present the findings of the monitoring report to the TOWN.

Costs associated with the 2025 monitoring report will be costs shared with the Towns of Kill Devil Hills and Kitty Hawk. This not only provides each Town with a broader view of how their Town's project fits into the overall project length, but it also provides cost efficiencies by reducing redundancy. Additional costs may be applied if the Town prefers to have a separate report prepared that only includes their Town's portion of the project.

CPE will also update the TOWN's Beach Maintenance Plan as needed. The update will include project and planning features to document compliance with FEMA guidance for disaster assistance. The Beach Maintenance Plan will be developed in a way consistent with the Public Assistance Program and Policy Guide –FP-104-009-2 (June 2020). Specifically, the costs and volume of fill placement will be updated along with re-nourishment requirements. CPE will coordinate with TOWN staff to identify current and future funding sources and document these in the maintenance plan. The future cost will be estimated on a 5-year horizon and will be categorized as Planning & Design, Construction, or Monitoring efforts. This task assumes there are no 'new' project initiatives for the TOWN project and assumes the existing maintenance plan is only being updated.

**TASK 3 – LIDAR DATA PROCESSING (OPTIONAL)**

As described under Task 1, the 2026 data acquisition includes the acquisition of aerial LiDAR data and orthophotography. While Task 1 includes the acquisition of this data and the production and delivery of the high resolution orthomosaic imagery, Task 1 does not include the post processing or delivery of LiDAR derived point cloud data. The raw data will be maintained by McKim & Creed and if needed, can be post processed and provided for use to CPE for the fee of \$900 per mile of oceanfront. This data, which provides high resolution between each of the approximately 1,000-foot spaced beach profiles could aid in the design of the proposed 2027 beach nourishment project and/or refined estimate of volumetric requirements. CPE will seek written approval from the TOWN before authorizing McKim & Creed to process the data.

**EXHIBIT B:  
BREAKDOWN OF COSTS  
TOWN OF SOUTHERN SHORES, NORTH CAROLINA  
2026 ANNUAL BEACH MONITORING SERVICES**

Table 1. Breakdown of the total cost of the 2026 Beach Monitoring Services associated with the Town of Southern Shores (Tasks 1 and 2).

TASK	DESCRIPTION	COST
1	2026 Annual Beach Profile Data Acquisition	\$23,185.00
2	2026 Annual Beach Profile Data Analysis and Report	\$15,755.00
<b>TOTAL:</b>		<b>\$38,940.00</b>

Table 2. Cost of the optional LiDAR Data Processing.

TASK	DESCRIPTION	Unit Cost (Per Mile)	Quantity	Total
4	LiDAR Data Processing (OPTIONAL)	\$900.00	3 miles	\$2,700.00

Note: Cost listed in Table 3 estimates up to 3 miles of oceanfront LiDAR data may be processed and provided as a deliverable. CPE will obtain written approval to proceed with this work prior to initiating. Likewise, written approval will be obtained if the need for the data exceeds 3 miles of coverage.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** May 5, 2026

**ITEM TITLE:** Public Hearing-ZTA-2026-01

**ITEM SUMMARY:**

The Applicant is proposing to amend Town Code Sections 36-202(d)(4) and 36-202(d)(5) to establish a 10 ft. minimum side yard (setback) requirement and a 20 ft. minimum rear yard (setback) requirement for pool equipment, pool sheds, accessory structures up to 150 square feet, and mechanical equipment (HVAC) in the RS-1 zoning district. Town Code Sections 36-202(d)(4) and 36-202(d)(5) currently establish a 15 ft. minimum side yard (setback) requirement and a 25 ft. minimum rear yard (setback) requirement. Town Code Section 36-57 defines “yard” as a required open space, other than a court, unoccupied and unobstructed by any structure or portion of a structure, from 30 inches above the ground level of the graded lot upward, provided, however, that eaves, fences, walls, poles, posts, ocean dune platforms, walks, accessible ramps, steps and other customary yard accessories, ornaments, and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility or any other requirements of the Zoning Ordinance.

The proposed amendments would allow pool equipment, pool sheds, accessory structures up to 150 square feet, and mechanical equipment (HVAC) to be at least 10 ft from side property lines and 20 ft. from rear property lines instead of at least 15 ft. from side property lines and 25 ft. from rear property lines in the RS-1 zoning district. The current rear yard (setback) requirement has been in place since 1981, and the current side yard (setback) requirement was increased from 10 ft. to 15 ft. for all structures (with some exceptions) in May, 2000. The Applicant submitted the application after learning that a recently constructed pool cabana does not meet the current 25 ft. rear yard (setback) requirement.

**STAFF RECOMMENDATION:**

Town Staff has determined that the proposed amendments are consistent with the Town’s currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application with the following amended language:

(d) *Dimensional requirements.*

- (1) Minimum lot size: 20,000 square feet.
- (2) Minimum lot width for lots created after June 6, 2023: 100 feet (measured from the front lot line at right angles to the rear lot line).
- (3) Minimum front yard (setback): 25 feet.

- (4) Minimum side yard (setback).
  - a. Minimum side yard setback shall be 15 feet;
  - b. An additional five-foot side yard adjacent to the street is required for a corner lot;
  - c. Minimum side yard setback shall be 15 feet for swimming pools.
  - d. Notwithstanding the above, for pool equipment, accessory structures up to 144 sq. ft., and mechanical equipment (HVAC), the minimum side yard setback shall be 10 feet.
- (5) Minimum rear yard (setback): 25 feet.
  - a. Notwithstanding the above, for pool equipment, accessory structures up to 144 sq. ft., and mechanical equipment (HVAC), the minimum rear yard setback shall be 20 feet.

The Town Planning Board unanimously (5-0) recommended approval of the application at the April 20, 2026 Planning Board meeting with the following amended language:

(d) *Dimensional requirements.*

- (1) Minimum lot size: 20,000 square feet.
- (2) Minimum lot width for lots created after June 6, 2023: 100 feet (measured from the front lot line at right angles to the rear lot line).
- (3) Minimum front yard (setback): 25 feet.
- (4) Minimum side yard (setback).
  - a. Minimum side yard setback shall be 15 feet;
  - b. An additional five-foot side yard adjacent to the street is required for a corner lot;
  - c. Minimum side yard setback shall be 15 feet for swimming pools.
  - d. Notwithstanding the above, for platforms for pool mechanical equipment and mechanical equipment (HVAC), the minimum side yard setback shall be 10 feet.
- (5) Minimum rear yard (setback): 25 feet.
  - a. Notwithstanding the above, for platforms for pool mechanical equipment and mechanical equipment (HVAC), the minimum rear yard setback shall be 20 feet.

**REQUESTED ACTION:**

Motion to adopt ZTA-2026-01 with Town Staff's recommended language.

## STAFF REPORT

**To:** Southern Shores Town Council  
**Date:** May 5, 2026  
**Case:** ZTA-2026-01  
**Prepared By:** Wes Haskett, Deputy Town Manager/Planning Director

### GENERAL INFORMATION

**Applicant:** Daniel S. Osman  
 39 Eleventh Ave.  
 Southern Shores, NC

**Requested Action:** Amendment of Town Zoning Ordinance by amending Town Code Sections 36-202(d)(4) and 36-202(d)(5) to establish a minimum 10 ft. side yard (setback) requirement and a minimum 20 ft. rear yard (setback) requirement for pool equipment, pool sheds, accessory structures up to 150 square feet, and mechanical equipment (HVAC) in the RS-1 zoning district.

### ANALYSIS

The Applicant is proposing to amend Town Code Sections 36-202(d)(4) and 36-202(d)(5) to establish a 10 ft. minimum side yard (setback) requirement and a 20 ft. minimum rear yard (setback) requirement for pool equipment, pool sheds, accessory structures up to 150 square feet, and mechanical equipment (HVAC) in the RS-1 zoning district. Town Code Sections 36-202(d)(4) and 36-202(d)(5) currently establish a 15 ft. minimum side yard (setback) requirement and a 25 ft. minimum rear yard (setback) requirement. Town Code Section 36-57 defines “yard” as a required open space, other than a court, unoccupied and unobstructed by any structure or portion of a structure, from 30 inches above the ground level of the graded lot upward, provided, however, that eaves, fences, walls, poles, posts, ocean dune platforms, walks, accessible ramps, steps and other customary yard accessories, ornaments, and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility or any other requirements of the Zoning Ordinance.

If adopted as written, the proposed amendments would allow pool equipment, pool sheds, accessory structures up to 150 square feet, and mechanical equipment (HVAC) to be at least 10 ft. from side property lines and 20 ft. from rear property lines instead of at least 15 ft. from side property lines and 25 ft. from rear property lines in the RS-1 zoning district. The current rear yard (setback) requirement has been in place since 1981, and the current side yard (setback) requirement was increased from 10 ft. to 15 ft. for all structures (with some exceptions) in May, 2000. The Applicant submitted the application after learning that a recently constructed pool cabana does not meet the current 25 ft. rear yard (setback) requirement.

The Town’s current Comprehensive Land Use Plan contains the following Policy that is applicable to the proposed ZTA:

- LUC 7: Continue to enforce community design standards such as regulating building height, lot coverage, building size, and capacity, and other standards that preserve local character.

### **RECOMMENDATION**

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application with the following amended language:

(d) *Dimensional requirements.*

- (1) Minimum lot size: 20,000 square feet.
- (2) Minimum lot width for lots created after June 6, 2023: 100 feet (measured from the front lot line at right angles to the rear lot line).
- (3) Minimum front yard (setback): 25 feet.
- (4) Minimum side yard (setback).
  - a. Minimum side yard setback shall be 15 feet;
  - b. An additional five-foot side yard adjacent to the street is required for a corner lot;
  - c. Minimum side yard setback shall be 15 feet for swimming pools.
  - d. Notwithstanding the above, for pool equipment, accessory structures up to 144 sq. ft., and mechanical equipment (HVAC), the minimum side yard setback shall be 10 feet.
- (5) Minimum rear yard (setback): 25 feet.
  - a. Notwithstanding the above, for pool equipment, accessory structures up to 144 sq. ft., and mechanical equipment (HVAC), the minimum rear yard setback shall be 20 feet.

The Town Planning Board unanimously (5-0) recommended approval of the application at the April 20, 2026 Planning Board meeting with the following amended language:

(d) *Dimensional requirements.*

- (1) Minimum lot size: 20,000 square feet.
- (2) Minimum lot width for lots created after June 6, 2023: 100 feet (measured from the front lot line at right angles to the rear lot line).
- (3) Minimum front yard (setback): 25 feet.
- (4) Minimum side yard (setback).
  - a. Minimum side yard setback shall be 15 feet;
  - b. An additional five-foot side yard adjacent to the street is required for a corner lot;
  - c. Minimum side yard setback shall be 15 feet for swimming pools.

- d. Notwithstanding the above, for platforms for pool mechanical equipment and mechanical equipment (HVAC), the minimum side yard setback shall be 10 feet.
- (5) Minimum rear yard (setback): 25 feet.
  - a. Notwithstanding the above, for platforms for pool mechanical equipment and mechanical equipment (HVAC), the minimum rear yard setback shall be 20 feet.



# Town of Southern Shores

Item 6.

5375 N. Virginia Dare Trail, Southern Shores, NC 27949  
Phone 252-261-2394 / Fax 252-255-0876  
info@southernshores-nc.gov  
www.southernshores-nc.gov

## PLANNING BOARD GENERAL APPLICATION FORM TOWN OF SOUTHERN SHORES, NC 27949

Date: 3 / 19 / 2026

Filing Fee: \$200

Receipt No. 1264 Application No. ZTA-2026-01

**NOTE:** The Planning Board will follow the specific provisions of the Zoning Ordinance Chapter 36. Article X Administration and Enforcement, Section 36-299.

Please check the applicable Chapter/Article:

- Chapter 30. Subdivisions-Town Code
- Chapter 36. Article VII. Schedule of District Regulations. Section 36-207 C-General Commercial District
- Chapter 36. Article IX. Planned Unit Development (PUD)
- Chapter 36. Article X. Administration and Enforcement, Section 36-299 (b) Application for Building Permits and Site Plan Review other than one and two family dwelling units
- Chapter 36. Article X. Section 36-300-Application for Permit for Conditional Use
- Chapter 36. Article X. Section 36-303 Fees
- Chapter 36. Article X. Section 36-304-Vested Rights
- Chapter 36. Article XIV. Changes and Amendments

**Certification and Standing:** As applicant of standing for project to be reviewed I certify that the information on this application is complete and accurate.

### Applicant

Name Daniel S. Osman

Address: 39 11th Avenue  
Southern Shores, NC 27949

Phone 252-202-4599 Email osmandanny@gmail.com

### Applicant's Representative (if any)

Name N/A

Agent, Contractor, Other (Circle one)

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Property Involved:**  Southern Shores  Martin's Point (Commercial only)

Address: \_\_\_\_\_ Zoning district \_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ Lot size (sq.ft.) \_\_\_\_\_

**Request:**  Site Plan Review  Final Site Plan Review  Conditional Use  Permitted Use  
 PUD (Planned Unit Development)  Subdivision Ordinance  Vested Right  Variance

**Change To:**  Zoning Map  Zoning Ordinance

Signature

3-20-26  
Date

\* Attach supporting documentation including proposed language in ZTA ordinance format



**Town of Southern Shores**

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

info@southernshores-nc.gov

www.southernshores-nc.gov

ZTA-2026-01

3-19-2026

Ordinance 2026-XX-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES  
OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA

**ARTICLE I. Purpose(s) and Authority.**

**WHEREAS**, pursuant to N.C.G.S. § 160D-701, the Town of Southern Shores (the “Town”) may enact and amend ordinances regulating the zoning and development of land within its jurisdiction and specifically the location and use of buildings, structures, and land. Pursuant to this authority and the additional authority granted by N.C.G.S. § 160D-702, the Town has adopted a comprehensive zoning ordinance (the “Town’s Zoning Ordinance”) and has codified the same as Chapter 36 of the Town’s Code of Ordinances (the “Town Code”); and

**WHEREAS**, in accordance with the findings above, the amendment of the Town’s Zoning Ordinance as stated below will serve a public purpose and advance the public health, safety and general welfare.

**WHEREAS**, the proposed amendment will allow property owners to use more of their outdoor living space to promote health and wellness.

**WHEREAS**, the amendment of the Tow’s Zoning Ordinance as stated below is based on reasonable consideration, among other things, as to the character of the district, suitability for uses in the area, conserving value of buildings and encouraging the most appropriate use of land throughout the Town.

**WHEREAS**, the Town’s currently adopted Land Use Plan contains Policies and Action Items that are applicable to the amendments, including but not limited to the following:

**Policy:** Land Use Compatibility (LUC 7) Continue to enforce community design standards such as regulating building height, lot coverage, building size, and capacity, and other standards that preserve local character.

**ARTICLE II. Construction.**

For purposes of this ordinance amendment, underlined words (underline) shall be considered as additions to existing Town Code language and strikethrough words

1 (~~strikethrough~~) shall be considered deletions to existing language. Any portions of the  
2 adopted Town Code which are not repeated herein but are instead replaced by an ellipses  
3 (“...”) shall remain as they currently exist within the Town Code.  
4

5 **ARTICLE III. Amendment of Zoning Ordinance.**  
6

7 **NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of  
8 Southern Shores, North Carolina, that the Town Code shall be amended as follows:  
9

10 **PART I.** That **Sec. 36-202(d). Dimensional requirements.** Be amended as follows:  
11

12 **Sec. 36-202(d). Dimensional requirements.**  
13

14 ...  
15

16 (d) *Dimensional requirements.*

- 17 (1) Minimum lot size: 20,000 square feet.
- 18 (2) Minimum lot width for lots created after June 6, 2023: 100 feet (measured from  
19 the front lot line at right angles to the rear lot line).
- 20 (3) Minimum front yard (setback): 25 feet.
- 21 (4) Minimum side yard (setback).
  - 22 a. Minimum side yard setback shall be 15 feet;
  - 23 b. An additional five-foot side yard adjacent to the street is required for a  
24 corner lot;
  - 25 c. Minimum side yard setback shall be 15 feet for swimming pools.
  - 26 d. Notwithstanding the above, for pool equipment, pool sheds, accessory  
27 structures up to 150 sf, and mechanical equipment (HVAC), the minimum  
28 side yard setback shall be 10 feet.
- 29 (5) Minimum rear yard (setback): 25 feet.
  - 30 a. Notwithstanding the above, for pool equipment, pool sheds, accessory  
31 structures up to 150 sf, and mechanical equipment (HVAC), the minimum  
32 rear yard setback shall be 20 feet.

33  
34 ...  
35

36 **ARTICLE IV. Statement of Consistency with Comprehensive Plan and**  
37 **Reasonableness.**  
38

1 The Town’s adoption of this ordinance amendment is consistent with the Town’s adopted  
2 comprehensive zoning ordinance, land use plan and any other officially adopted plan that  
3 is applicable. For all of the above-stated reasons and any additional reasons supporting the  
4 Town’s adoption of this ordinance amendment, the Town considers the adoption of this  
5 ordinance amendment to be reasonable and in the public interest.

6  
7 **ARTICLE V. Severability.**

8  
9 All Town ordinances or parts of ordinances in conflict with this ordinance amendment are  
10 hereby repealed. Should a court of competent jurisdiction declare this ordinance  
11 amendment or any part thereof to be invalid, such decision shall not affect the remaining  
12 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the  
13 Town of Southern Shores, North Carolina which shall remain in full force and effect.

14  
15 **ARTICLE VI. Effective Date.**

16  
17 This ordinance amendment shall be in full force and effect from and after the \_\_\_ day of  
18 \_\_\_\_\_, 2026.

19  
20  
21 \_\_\_\_\_  
Elizabeth Morey, Mayor

22 ATTEST:

23  
24 \_\_\_\_\_  
25 Town Clerk

26  
27  
28 APPROVED AS TO FORM:

29  
30 \_\_\_\_\_  
31 Town Attorney

32  
33 Date adopted:

34  
35 \_\_\_\_\_  
36 Motion to adopt by Councilmember:

37  
38 \_\_\_\_\_  
39 Motion seconded by Councilmember:

40  
Vote: \_\_\_AYES\_\_\_NAYS



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** May 5, 2026

**ITEM TITLE:** TCA-Chapter 32, Utilities

**ITEM SUMMARY:**

At the May 6, 2025 Town Council meeting, Council directed Town Staff to draft Town Code amendments to modernize the Town Code. As a result, Town Staff has drafted TCA-2026-01 which includes amendments to multiple Sections in Chapter 32, Utilities that address wastewater systems in the Town. The proposed amendments are as follows:

Part I, Chapter 32, Utilities:

- Section 32-1, Definitions:
  - Removes and amends the definitions of multiple terms.
  - Adds new definition for Traditional Wastewater System.
- Section 32-2, Public protection:
  - Carries forward as is.
- Section 32-3, Wastewater management:
  - Revises the Section title to “Wastewater management; compliance with state and county regulations”.
  - Adds references to Article 11 of Chapter 130A of the North Carolina General Statutes, as well as state and county regulations.
  - Establishes that any wastewater or sewer system, whether publicly or privately owned or operated, operating within the town shall comply with all requirements in the construction, maintenance, permitting, and use as required by the state and local health department in accordance with applicable statutory or regulatory provisions.
  - Establishes that the supervision and enforcement of rules and regulations by state and/or county governments may be continuously monitored by the town.
- Section 32-4, Planning board review
  - Deletes Section.
- Section 32-5, Community, noncommunity and private wastewater systems:
  - Deletes Section.
- Section 32-6, Application for permits:
  - Deletes Section.
- Section 32-7, Location of wastewater systems:
  - Revises to Section 32-4.
  - Establishes that private and traditional wastewater systems shall be permitted in an

area zoned RS-1.

- Section 32-8, Connections that cross town jurisdictional limits:
  - Revises to Section 32-5.
- Section 32-9, Design and appearance compatibility:
  - Revises to Section 32-6.
  - Exempts traditional wastewater systems from having to comply with design and appearance requirements.
- New Section 32-7, Transfer of permit:
  - Relocates the requirements in current Section 32-68(b).
  - Adds that a wastewater permit, issued by the state, shall not be reassigned or transferred or sold to a new owner, new user, different premises, or another or changed operation, unless otherwise permitted and approved by the state.
  - Adds that upon transfer of a permit, the permit holder must notify the town of the transfer within thirty (30) days of the date of transfer or approval by the state, whichever date is later.
- New Section 32-8. Wastewater System Status Reports:
  - Establishes that the town reserves the right to request status reports of a wastewater permittee, which may include but shall not be limited to the following information:
    1. Description of rate of flow indicating devices, recorders and totalizers, and any other instruments or devices;
    2. Records of water consumption during reporting period and period of occupancy;
    3. Process and equipment inspection report by maintenance contractor;
    4. Where applicable, a summary of annual effluent testing records and name of laboratory conducting the tests;
    5. Any spills, diversions, repairs, additions, or maintenance problems experienced during the period of the status report;
    6. If applicable, corrective actions taken to remedy deficiencies cited in previous status reports; or
    7. Any other information requested by the town.
  - Establishes that the owner or wastewater system operator must furnish the status report containing the requested information to the town upon the town's request.
  - Establishes that if upon review of the status report furnished by the permittee the town has reason to believe a permittee has violated or is violating a statutory or regulatory provision governing wastewater systems, the town may, in its sole discretion, report said violation to the state or local health department.
- New Section 32-9, Prohibitions of wastewater discharges:
  - Relocates the requirements in current Section 32-109.
- New Section 32-10, Duties of owner upon unlawful discharges:
  - Relocates the requirements in current Section 32-43.
  - Adds a requirement to also notify the state upon discovery of waste discharges in violation of the chapter.
- New Section 32-11, Penalties for violation:

- Relocates the requirements in current Section 32-44.
- Section 32-10, Nuisances; complaints and abatement:
  - Revises to Section 32-12.
  - Adds references to the state or local health department.
  - Adds the option for the town to pursue such other relief as may be available by law when any person, having been ordered to abate a wastewater nuisance fails, neglects or refuses to abate, or correct the conditions constituting the nuisance within a reasonable period of time from receipt of order.
- New Section 32-13, Injunction and abatement:
  - Relocates the requirements from current Section 32-45.
- Section 11, Right to enter premises:
  - Deletes Section.
- Section 32-12, Wastewater system improvements under supervision of town:
  - Deletes Section.
- Section 32-13. Undergrounding requirements:
  - Revises to Section 32-14 under new Article II, Underground Utilities.
- Sections 32-43 to Section 32-110:
  - Deletes Sections.

**STAFF RECOMMENDATION:**

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board unanimously (5-0) recommended approval of the proposed amendments at the April 20, 2026 Planning Board meeting.

**REQUESTED ACTION:**

Motion to adopt TCA-2026-01.

## STAFF REPORT

**To:** Southern Shores Town Council  
**Date:** May 5, 2026  
**Case:** TCA-2026-01  
**Prepared By:** Wes Haskett, Deputy Town Manager/Planning Director

### GENERAL INFORMATION

**Applicant:** Town of Southern Shores  
**Requested Action:** Amendment of Town Code Chapter 32, Utilities.

### ANALYSIS

At the May 6, 2025 Town Council meeting, Council directed Town Staff to draft Town Code amendments to modernize the Town Code. As a result, Town Staff has drafted TCA-2026-01 which includes amendments to multiple Sections in Chapter 32, Utilities that address wastewater systems in the Town. The proposed amendments are as follows:

#### Part I, Chapter 32, Utilities:

- Section 32-1, Definitions:
  - Removes and amends the definitions of multiple terms.
  - Adds new definition for Traditional Wastewater System.
- Section 32-2, Public protection:
  - Carries forward as is.
- Section 32-3, Wastewater management:
  - Revises the Section title to “Wastewater management; compliance with state and county regulations”.
  - Adds references to Article 11 of Chapter 130A of the North Carolina General Statutes, as well as state and county regulations.
  - Establishes that any wastewater or sewer system, whether publicly or privately owned or operated, operating within the town shall comply with all requirements in the construction, maintenance, permitting, and use as required by the state and local health department in accordance with applicable statutory or regulatory provisions.
  - Establishes that the supervision and enforcement of rules and regulations by state and/or county governments may be continuously monitored by the town.
- Section 32-4, Planning board review
  - Deletes Section.
- Section 32-5, Community, noncommunity and private wastewater systems:
  - Deletes Section.
- Section 32-6, Application for permits:
  - Deletes Section.
- Section 32-7, Location of wastewater systems:
  - Revises to Section 32-4.
  - Establishes that private and traditional wastewater systems shall be permitted in an area zoned RS-1.
- Section 32-8, Connections that cross town jurisdictional limits:

- Revises to Section 32-5.
- Section 32-9, Design and appearance compatibility:
  - Revises to Section 32-6.
  - Exempts traditional wastewater systems from having to comply with design and appearance requirements.
- New Section 32-7, Transfer of permit:
  - Relocates the requirements in current Section 32-68(b).
  - Adds that a wastewater permit, issued by the state, shall not be reassigned or transferred or sold to a new owner, new user, different premises, or another or changed operation, unless otherwise permitted and approved by the state.
  - Adds that upon transfer of a permit, the permit holder must notify the town of the transfer within thirty (30) days of the date of transfer or approval by the state, whichever date is later.
- New Section 32-8. Wastewater System Status Reports:
  - Establishes that the town reserves the right to request status reports of a wastewater permittee, which may include but shall not be limited to the following information:
    1. Description of rate of flow indicating devices, recorders and totalizers, and any other instruments or devices;
    2. Records of water consumption during reporting period and period of occupancy;
    3. Process and equipment inspection report by maintenance contractor;
    4. Where applicable, a summary of annual effluent testing records and name of laboratory conducting the tests;
    5. Any spills, diversions, repairs, additions, or maintenance problems experienced during the period of the status report;
    6. If applicable, corrective actions taken to remedy deficiencies cited in previous status reports; or
    7. Any other information requested by the town.
  - Establishes that the owner or wastewater system operator must furnish the status report containing the requested information to the town upon the town's request.
  - Establishes that if upon review of the status report furnished by the permittee the town has reason to believe a permittee has violated or is violating a statutory or regulatory provision governing wastewater systems, the town may, in its sole discretion, report said violation to the state or local health department.
- New Section 32-9, Prohibitions of wastewater discharges:
  - Relocates the requirements in current Section 32-109.
- New Section 32-10, Duties of owner upon unlawful discharges:
  - Relocates the requirements in current Section 32-43.
  - Adds a requirement to also notify the state upon discovery of waste discharges in violation of the chapter.
- New Section 32-11, Penalties for violation:

- Relocates the requirements in current Section 32-44.
- Section 32-10, Nuisances; complaints and abatement:
  - Revises to Section 32-12.
  - Adds references to the state or local health department.
  - Adds the option for the town to pursue such other relief as may be available by law when any person, having been ordered to abate a wastewater nuisance fails, neglects or refuses to abate, or correct the conditions constituting the nuisance within a reasonable period of time from receipt of order.
- New Section 32-13, Injunction and abatement:
  - Relocates the requirements from current Section 32-45.
- Section 11, Right to enter premises:
  - Deletes Section.
- Section 32-12, Wastewater system improvements under supervision of town:
  - Deletes Section.
- Section 32-13. Undergrounding requirements:
  - Revises to Section 32-14 under new Article II, Underground Utilities.
- Sections 32-43 to Section 32-110:
  - Deletes Sections.

The Town's current Comprehensive Land Use Plan contains the following Policies that are applicable to the proposed TCA:

- LUC 6: Continue to encourage commercial development and redevelopment primarily along US 158 and the southern end of Highway 12.
- WQ 4: Allow the use of package systems when traditional systems are environmentally infeasible.
- WQ 4.1: Follow best practices and state requirements for package systems (management, operations, etc.)

### **RECOMMENDATION**

Town Staff has determined that the proposed amendments are consistent with the Town's currently adopted Comprehensive Land Use Plan and Town Staff recommends approval of the application. The Town Planning Board unanimously (5-0) recommended approval of the proposed amendments at the April 20, 2026 Planning Board meeting.



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TCA-2026-01  
4-13-2026  
Ordinance 2026-XX-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES  
OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA

**ARTICLE I. Purpose(s) and Authority.**

**WHEREAS**, pursuant to N.C.G.S. Chap. 160A, the Town has duly codified the Town’s Code of Ordinances (the “Town Code”); and

**WHEREAS**, pursuant to North Carolina General Statutes § 160A-174 the Town may enact and amend ordinances that define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the Town, and may define and abate nuisances; and

**WHEREAS**, the Town’s currently adopted Comprehensive Land Use Plan contains the following Policies that are applicable to the proposed amendments,

LUC 6: Continue to encourage commercial development and redevelopment primarily along US 158 and the southern end of Highway 12.

WQ 4: Allow the use of package systems when traditional systems are environmentally infeasible.

WQ 4.1: Follow best practices and state requirements for package systems (management, operations, etc.)

**WHEREAS**, in accordance with the findings above, the amendment of the Town’s Code of Ordinances as stated below will serve a public purpose and advance the public health, safety and general welfare.

**ARTICLE II. Construction.**

For purposes of this ordinance amendment, underlined words (underline) shall be considered as additions to existing Town Code language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. Any portions of the adopted Town Code which are not repeated herein but are instead replaced by an ellipses (“...”) shall remain as they currently exist within the Town Code.

**ARTICLE III. Amendment of Town Code of Ordinances.**

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**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Southern Shores, North Carolina, that the Town Code shall be amended as follows:

**PART I.** That **Chapter 32. Utilities.** Be amended as follows:

**ARTICLE I. IN GENERAL**

**Sec. 32-1. Definitions.**

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

~~*Approving authority* means the town council.~~

~~*Authorization to construct* means state certification that system plans and specifications comply with state standards.~~

~~*Beneficial uses* means uses of the waters of the state, that may be protected against quality degradation, including domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves and other uses, both tangible and intangible, as specified by federal or state law.~~

~~*Biochemical oxygen demand (BOD)* means the empirical test run in accordance with the latest edition of "Standard Methods for Analysis of Water and Wastewater," published by the American Public Health Association and Water Pollution Control Federation, or "Methods for the Analysis of Water and Wastes," published by the EPA, to determine the relative oxygen requirements of wastewater effluent and polluted waters.~~

~~*Building permit* means town authorization to begin construction.~~

~~*Building sewer* means the service extension from a building to a sanitary sewer. Also called house connection or service lateral.~~

~~*Certificate of compliance* means design engineer certification of wastewater system construction compliance with approved plans and specifications approved by the state or local health department.~~

~~*Certificate of occupancy* means town authorization to occupy premises.~~

~~*Chemical oxygen demand (COD)* means the quantity of oxygen used in the chemical oxidation or decomposition of organic substances in a sample.~~

~~*Compatible pollutant* means pollutants such as BOD, TSS, pH, oil and grease, ammonia nitrogen (NH<sub>3</sub>-N), and fecal coliform bacteria, or any additional pollutants, for which a treatment works is designed to treat and/or remove to a substantial degree. Any other pollutant shall be classified as incompatible.~~

~~*Domestic wastes* means the liquid wastes from bathrooms, toilet rooms, home kitchens and home laundries.~~

~~*EPA* means the federal agency named the Environmental Protection Agency.~~

1 ~~Federal act means Public Law 92-500, the Federal Water Pollution Control Act.~~

2 ~~Garbage means solid wastes from the domestic and commercial preparation,~~  
3 ~~cooking and dispensing of food and from the handling, storage and sale of produce.~~

4 ~~Grease and oils means a group of substances with similar physical characteristics,~~  
5 ~~including hydrocarbons, fatty acids, soaps, waxes, oils and any other material, that is~~  
6 ~~extracted with a stated solvent from an acidified sample and that is not volatilized during~~  
7 ~~the test.~~

8 ~~Holding tank waste means any waste from holding tanks, vessels, chemical toilets,~~  
9 ~~campers, trailers, septic tanks and vacuum pump tank trucks.~~

10 ~~Industrial wastes means liquid or water-carried wastes from institutional,~~  
11 ~~commercial and industrial processes and operations.~~

12 ~~National pollution discharge elimination system (NPDES) permit means surface~~  
13 ~~water discharge permit administered by federal and state authority (N.C. Environmental~~  
14 ~~Management Commission).~~

15 ~~Nondischarge permit means permit for nondischarge treatment/disposal facilities,~~  
16 ~~pretreatment facilities, sewer collection systems (public and private); administered by~~  
17 ~~state authority (N.C. Environmental Management Commission).~~

18 ~~Operations permit means state, county and town authorization to operate the~~  
19 ~~wastewater system.~~

20 ~~Owner means the individual, legal entity or corporation to whom the town issues all~~  
21 ~~who has obtained necessary permits and certificates to operate the wastewater system~~  
22 ~~within the town.~~

23 ~~Permits means federal, state, county and local written authorizations for wastewater~~  
24 ~~system construction and operation.~~

25 ~~Pollution means an alteration of the quality of the waters of the state by waste to a~~  
26 ~~degree which unreasonably affects such waters for beneficial use, or affects the facilities~~  
27 ~~which serve such beneficial uses. Pollution may include contamination the introduction~~  
28 ~~of harmful contaminants related to wastewater systems into the natural environment~~  
29 ~~causing adverse effects on humans, wildlife, and ecosystems.~~

30 ~~Premises means a parcel of real estate or portion thereof, including any~~  
31 ~~improvements thereon, which is determined by the town to be a single user for purposes~~  
32 ~~of receiving, using and paying for service.~~

33 ~~Sanitary sewer means an underground, closed conduit (pipe) that transports liquid~~  
34 ~~and waterborne wastes from residences, commercial buildings, and institutions, to a point~~  
35 ~~of treatment and disposal.~~

36 ~~Septic system improvement permit means state and county certification of system~~  
37 ~~plans and specifications and authorization to construct system (N.C. Department of~~  
38 ~~Human Resources).~~

39 ~~Storm drain or storm sewer means a sewer which carries stormwater or surface~~  
40 ~~water.~~

1 ~~Temporary use permit means limited use permit issued by the town with state and/or~~  
2 ~~county concurrence.~~

3 ~~Total suspended solids (TSS) means the measure of the solids that either float on the~~  
4 ~~surface or are held in suspension in wastes, and which are removable from the liquid by~~  
5 ~~laboratory filtering.~~

6 ~~Town means the Town of Southern Shores or any authorized official acting on~~  
7 ~~behalf of the town.~~

8 ~~Treatment works or plants means any devices and systems used in the collection,~~  
9 ~~storage, treatment, recycling and reclamation of community or noncommunity private~~  
10 ~~wastewater or industrial wastes of a liquid nature, wastewater collection systems,~~  
11 ~~pumping, power and other equipment and appurtenances, extensions, improvements,~~  
12 ~~remodeling, additions and alterations thereof; and any works, including site acquisition of~~  
13 ~~the land, that will be an integral part of the treatment process or is used for ultimate~~  
14 ~~disposal of residues resulting from such treatment; or any other method or system for~~  
15 ~~preventing, abating, reducing, storing, treating, separating or disposing of community~~  
16 ~~wastes, or industrial and sanitary sewer systems.~~

17 ~~Waste means sewage and all other waste substances, liquid, solid, gaseous, or~~  
18 ~~radioactive, associated with human habitation, or of human or animal origin, or from any~~  
19 ~~producing, manufacturing, or processing operation of whatever nature, including such~~  
20 ~~waste placed within containers for whatever nature prior to, and for purposes of, disposal.~~

21 ~~Wastewater means wastes and water, whether treated or untreated, discharged to a~~  
22 ~~treatment works or plant.~~

23 ~~Wastewater constituents and characteristics means the individual chemical,~~  
24 ~~physical, bacteriological and radiological parameters, including volume and flowrate, and~~  
25 ~~such other parameters that serve to define, classify or measure the contents, quality and~~  
26 ~~strength of wastewater.~~

27 ~~Wastewater systems, community, means any treatment works which serves at least~~  
28 ~~15 service connections (dwelling units) used by yearround residents system that serves~~  
29 ~~more than one use either on the same lot as the uses or on a separate lot.~~

30 ~~Wastewater systems, noncommunity, means any treatment works which serves~~  
31 ~~hotels, motels, restaurants, schools, factories, and other public accommodations.~~

32 ~~Wastewater systems, private, means any treatment works which is neither a~~  
33 ~~community nor noncommunity system. Included are single family and multifamily~~  
34 ~~dwelling units, some private business offices or any system restricted to public use~~  
35 ~~system that serves a single use.~~

36 ~~Wastewater system, traditional, means any private subsurface system approved by~~  
37 ~~the local health department that serves a single-family dwelling, accessory structure with~~  
38 ~~living space or duplex.~~

39 (b) Other terms used in this chapter, but not defined in subsection (a) of this section,  
40 shall have the meanings set forth in 40 CFR 34.905 or in the latest edition of  
41 "Standard Methods for the Examination of Water and Wastewater," published by the  
42 American Public Health Association (APHA), the American Waterworks

1 Association (AWWA), and the Water Pollution Control Federation (WPCF). Unless  
2 otherwise expressly stated in this chapter, waste constituents and characteristics shall  
3 be measured by methods set forth in the latest edition of "Standard Methods for the  
4 Examination of Water and Wastewater," and/or "Methods for Chemical Analysis of  
5 Waters and Wastes," published by the Environmental Protection Agency (EPA).

6 (Code 1988, § 9-1; Ord. No. 85-0049, § 1-0001, 12-3-1985)

7 **Sec. 32-2. Public protection.**

8 The matters described in this chapter shall be subject to such enforcement, controls,  
9 or requirements, as necessary, to ensure the protection of the public health and safety as  
10 related to the management of wastewater treatment and disposal practices within the  
11 jurisdiction of the town.

12 (Code 1988, § 9-2; Ord. No. 85-0049, 12-3-1985)

13 **Sec. 32-3. Wastewater management; compliance with state and county regulations.**

14 ~~The provisions of this chapter are intended to establish the basis for regulatory~~  
15 ~~permit issuance to all wastewater systems, public and/or private, within the town's~~  
16 ~~jurisdiction. This chapter recognizes that Article 11 of Chapter 130A of the North~~  
17 ~~Carolina General Statutes, as well as state and county regulations, shall apply, to the~~  
18 ~~establishment, regulation, permitting, and enforcement of wastewater systems. except~~  
19 ~~where town requirements are more restrictive. Any wastewater or sewer system, whether~~  
20 ~~publicly or privately owned or operated, operating within the town shall comply with all~~  
21 ~~requirements in the construction, maintenance, permitting, and use as required by the~~  
22 ~~state and local health department in accordance with applicable statutory or regulatory~~  
23 ~~provisions.~~ The supervision and enforcement of rules and regulations by state and/or  
24 county governments ~~may shall~~ be continuously monitored by the town, as provided  
25 herein.

26 (Code 1988, § 9-3; Ord. No. 85-0049, § 1-0002, 12-3-1985)

27 **Sec. 32-4. Planning board review.**

28 ~~The planning board shall be responsible for screening all projects requiring~~  
29 ~~wastewater management systems and the determination of compliance with the doctrines~~  
30 ~~of this chapter, prior to recommending the project to the town council for final approval.~~  
31 ~~By this chapter, the planning board may retain, as necessary, the services of consultants~~  
32 ~~who are expert in the planning and design of wastewater systems, to advise the board on~~  
33 ~~technical matters, as may apply to a specific project review.~~

34 (Code 1988, § 9-4; Ord. No. 85-0049, § 1-0003, 12-3-1985)

35 **Sec. 32-5. Community, noncommunity and private wastewater systems.**

36 (a) ~~The type, capacities, location, and layout of community, noncommunity or a private~~  
37 ~~wastewater management system shall comply with all requirements of the county~~  
38 ~~health department, state division of environmental management, state department of~~

1 human resources or other such agency, board or authority having regulatory control  
2 over wastewater management development and practice.

3 ~~(b) Any wastewater system within the town shall have one owner, whether individual,  
4 corporate or other legal entity. The town will issue all permits to this one owner and  
5 the owner will be responsible for the sanitary and safe operation of the wastewater  
6 system. The owner will be fully responsible for the control of all wastes dumped into  
7 the system. In case of unsatisfactory operation, the town will institute formal actions  
8 with the owner, and the owner will be responsible for any inconveniences caused to  
9 the users of the wastewater system, should termination of system operation be  
10 required in order to restore efficient, safe and sanitary operations.~~

11 ~~(c) Before commencement of construction of a wastewater management system, the  
12 owner shall obtain a written permit from the appropriate regulatory authority and  
13 furnish a copy thereof to the town. The copy of the permit shall be accompanied by  
14 such supplementary data as deemed necessary by the town to maintain an accurate  
15 file of such wastewater disposal systems.~~

16 ~~(d) No statement contained in this section shall be construed to interfere with any  
17 additional requirements that may be imposed by other county, state or federal  
18 agencies.~~

19 ~~(Code 1988, § 9-5; Ord. No. 85-0049, § 1-0004, 12-3-1985)~~

20 **Sec. 32-6. Application for permits.**

21 ~~(a) A preapplication hearing before the planning board shall precede any formal  
22 application submittal.~~

23 ~~(b) An application for a wastewater system construction permit shall be filed with the  
24 town prior to commencement of project review by the planning board and staff.~~

25 ~~(c) Every application for a wastewater system construction permit shall be made on a  
26 form prescribed by the town and signed by the applicant. It shall be accompanied by  
27 the proper fee to cover the cost of processing, review, permit issuance and related  
28 services as may be set out from time to time in a regularly adopted schedule of fees.~~

29 ~~(d) The town, where applicable, may issue temporary use permits in lieu of an  
30 operations permit or certificate of occupancy if, in the town's judgment, unusual  
31 circumstances prevent full permit compliance within a reasonable time period. The  
32 temporary use permit would be issued for a limited period of time and stipulate the  
33 conditions for issuance and restriction and compliance efforts needed. Failure to  
34 comply with state, county and/or town permit conditions within the specified period  
35 may result in a stop work order, condemnation and/or fine. Temporary use permits  
36 shall only be issued with county health department concurrence.~~

37 ~~(Code 1988, § 9-6; Ord. No. 85-0049, § 1-0005, 12-3-1985)~~

38 **Sec. 32-47. Location of wastewater systems.**

39 ~~(a) The town shall not permit a private on-site wastewater system to serve any dwelling  
40 units which are located in environmentally sensitive areas (i.e., floodplain, wetlands,~~

1 ~~and areas of environmental concern) until the development has been conditionally~~  
 2 ~~approved by the state division of coastal area management and/or the U.S. Army~~  
 3 ~~Corps of Engineers and county board of health.~~

4 (ba) No wastewater system will be permitted on lands not owned or leased by the owner  
 5 for the purposes intended.

6 (eb) Only private and traditional wastewater systems shall be permitted in an area zoned  
 7 RS-1.

8 (dc) No service pipe or wastewater transport pipe shall be allowed to run across any  
 9 property without proper easement rights or encroachment agreements for the  
 10 pipeline corridor.

11 (Code 1988, § 9-7; Ord. No. 85-0049, § 1-0006, 12-3-1985)

12 **Sec. 32-58. Connections that cross town jurisdictional limits.**

13 No connection of any sewer line or wastewater system outside of the town shall be  
 14 made to any part of a sewer system within the town, except for lots in existence as of  
 15 January 1, 1997, with a total drainfield and repair area of 14,400 square feet or less,  
 16 developed with subsurface drainfields and repair areas only, with no aboveground  
 17 appurtenances.

18 (Code 1988, § 9-8; Ord. No. 85-0049, § 1-0007, 12-3-1985; Mo. of 7-7-1987; Ord. of 3-  
 19 4-1997; Ord. of 9-1-1998, pt. I)

20 **Sec. 32-69. Design and appearance compatibility.**

21 (a) The town shall require that any proposed wastewater plant or system, with the  
 22 exception of traditional wastewater systems, be compatible with its natural  
 23 surroundings through plant design and/or screening vegetation.

24 (b) All aboveground structures associated with wastewater treatment plant or system  
 25 design, other than municipal or communitywide waste treatment facilities traditional  
 26 wastewater systems, shall be subject to the following provisions:

27 (1) Excepting the drain fields, treatment works serving nonresidential users shall  
 28 not be located less than 100 feet from an RS-1 zoning district as measured from  
 29 the building to the nearest property line.

30 (2) The design and construction of the treatment works shall comply with such  
 31 additional requirements as may be made by the town, and shall be specifically  
 32 required to comply with the following technical and aesthetic standards:

33 a. The exterior of the treatment works shall be architecturally compatible in  
 34 features and materials with the other buildings in the project and shall have  
 35 suitable vegetative landscaping and screening to be compatible with local  
 36 aesthetic and environmental conditions.

37 b. The treatment works shall incorporate all technological improvements  
 38 which are feasible and practicable as of the time of construction.

39 (Code 1988, § 9-9; Ord. No. 85-0049, § 1-0008, 12-3-1985)

1 **Sec. 32-7. Transfer of Permit.**

2 A wastewater permit, issued by the state, shall not be reassigned or transferred or  
 3 sold to a new owner, new user, different premises, or another or changed operation,  
 4 unless otherwise permitted and approved by the state. Upon transfer of a permit, the  
 5 permitholder must notify the town of the transfer within thirty (30) days of the date of  
 6 transfer or approval by the state, whichever date is later.

7 **Sec. 32-8. Wastewater System Status Reports.**

- 8 (a) Generally. The town reserves the right to request status reports of a wastewater  
 9 permittee, which may include but shall not be limited to the following  
 10 information:
- 11 a. Description of rate of flow indicating devices, recorders and totalizers,  
 12 and any other instruments or devices;
  - 13 b. Records of water consumption during reporting period and period of  
 14 occupancy;
  - 15 c. Process and equipment inspection report by maintenance contractor;
  - 16 d. Where applicable, a summary of annual effluent testing records and name  
 17 of laboratory conducting the tests;
  - 18 e. Any spills, diversions, repairs, additions, or maintenance problems  
 19 experienced during the period of the status report;
  - 20 f. If applicable, corrective actions taken to remedy deficiencies cited in  
 21 previous status reports; or
  - 22 g. Any other information requested by the town.
- 23 (b) Responsibility Wastewater System Status Reports. The owner or wastewater  
 24 system operator must furnish the status report containing the requested  
 25 information to the town upon the town's request.

26 Referral to state or local health department. If upon review of the status report  
 27 furnished by the permittee the town has reason to believe a permittee has violated or is  
 28 violating a statutory or regulatory provision governing wastewater systems, the town  
 29 may, in its sole discretion, report said violation to the state or local health department.

30 **Sec. 32-9. Prohibitions of wastewater discharges.**

- 31 (a) No person shall discharge wastes to a community or private sanitary sewer which  
 32 cause, threaten to cause, or are capable of causing, either alone or by interaction with  
 33 other substances:
- 34 (1) A fire or explosion.
  - 35 (2) Obstruction of flow or injury to the treatment works.
  - 36 (3) Danger to life or safety of personnel.
  - 37 (4) A strong offensive odor that inhibits the effective maintenance or operation of  
 38 the treatment works.

1       (5) Air pollution by the release of toxic or malodorous gases or noxious gas-  
2       producing substances.

3       (6) Interference with the treatment process.

4       (7) Conditions which violate any statute or any lawful rule, regulation, or  
5       ordinance of any state or federal agency.

6       (b) No person shall discharge septic tank effluent or cesspool overflow in any manner  
7       not approved by the local health department.

8       (Code 1988, § 9-81; Ord. No. 85-0049, § 2-0011, 12-3-1985)

9       **Sec. 32-10. Duties of owner upon unlawful discharges.**

10       Any person who discharges wastes in violation of this chapter shall, upon discovery  
11       thereof, immediately notify the town clerk, local health department, and state so that  
12       necessary countermeasures may be taken to minimize the damage to the community. In  
13       addition, such owner shall, within 15 days of such occurrence, deliver to the town clerk a  
14       written detailed report describing the cause of such discharge and the measures taken to  
15       prevent a reoccurrence in the future.

16       **Sec. 32-11. Penalties for violation.**

17       (a) Any person (including any responsible officer or employee of a corporate violator)  
18       who willfully or negligently violates any provisions of this chapter, or falsifies any  
19       information or data in any application, report or other document given to the town  
20       under this chapter, shall be guilty of a misdemeanor punishable by fine,  
21       imprisonment, or both, as provided in G.S. 14-4(a).

22       (b) Any person (including any corporation) who violates any provision of this chapter,  
23       shall be subject to the imposition, by the council, of a civil penalty not to exceed  
24       \$5,000.00 for each violation and, in addition, shall reimburse the town, upon  
25       demand, for any expenses, loss or damage actually sustained by the town, and for  
26       the amount of any fine or penalty imposed upon the town by any state or federal  
27       regulatory agency as a result of such violation. A civil penalty shall be assessed only  
28       after the town shall have given the alleged violator notice of contemplated council  
29       action and a hearing if requested. If the offender fails to pay the civil penalty so  
30       assessed within 15 days after written notice of final assessment thereof, then the  
31       penalty may be recovered by the town in a civil action in the nature of debt.

32       (c) A continuing violation shall be regarded as a separate violation for each day that the  
33       violation occurs beyond the notice and abatement period established by the state,  
34       county and/or town.

35       (Code 1988, § 9-32; Ord. No. 85-0049, § 4-0002, 12-3-1985)

36       **Sec. 32-120. Nuisances; complaints and abatement.**

37       (a) A wastewater nuisance shall be any odor or noise offensive to individuals, or  
38       conditions detrimental to the public health, which violates the rules and regulations  
39       of the state, ~~county~~ local health department, and/or the town.

1 (b) The town, upon evidence of the existence of any wastewater nuisance, shall notify  
2 the ~~county~~ state or local health department and request institute such actions as may  
3 ~~be necessary to~~ the immediately abatement of such conditions.

4 (c) Upon further evaluation of the remedial efforts required to correct the nuisance, the  
5 town shall notify, in writing, the owner, occupant or person in possession of the  
6 premises in question of the conditions constituting such public nuisance, and shall  
7 order the prompt abatement thereof within a specified period, not to exceed 30 days.

8 (d) If any person, having been ordered to abate a wastewater nuisance fails, neglects or  
9 refuses to abate, or correct the conditions constituting the nuisance within a  
10 reasonable period of time from receipt of order, the town may pursue such other  
11 relief as may be available by law and may also shall cause such conditions to be  
12 corrected, the costs of which shall be assessed to the property owner.

13 (Code 1988, § 9-10; Ord. No. 85-0049, § 1-0009, 12-3-1985)

14 **Sec. 32-13. Injunction and abatement.**

15 Violation of this chapter is hereby declared to be a public nuisance and this article  
16 may be enforced by injunction and order of abatement in an action instituted in the  
17 general court of justice, as provided in G.S. 160A-175.

18 (Code 1988, § 9-33; Ord. No. 85-0049, § 4-0003, 12-3-1985)

19 **~~Sec. 32-11. Right to enter premises.~~**

20 ~~Whenever it becomes necessary to enter any premises, stores or dwellings for the~~  
21 ~~purpose of inspecting sewer pipes, fixtures, or treatment systems, a town representative~~  
22 ~~may do so within normal business hours. Should the town representative be refused~~  
23 ~~admittance, the supply of water shall be cut off until the examination is made and the~~  
24 ~~required information is obtained, or until repairs and alterations are made.~~

25 (Code 1988, § 9-11; Ord. No. 85-0049, § 1-0010, 12-3-1985; Mo. of 7-7-1987)

26 **~~Sec. 32-12. Wastewater system improvements under supervision of town.~~**

27 ~~The construction or modification of wastewater systems shall be coordinated with~~  
28 ~~the town building inspector and subject to periodic inspection as work progresses. If the~~  
29 ~~town determines that construction is not in compliance with established standards, further~~  
30 ~~work shall stop until corrective measures have been completed.~~

31 (Code 1988, § 9-12; Ord. No. 85-0049, § 1-0011, 12-3-1985)

32 **ARTICLE II: UNDERGROUND UTILITIES**

33 **Sec. 32-143. Undergrounding requirements.**

34 All utility facilities and structures, including not but limited to poles, wiring,  
35 conduit, cables, small wireless facilities cabinets, boxes, panels, and related  
36 appurtenances shall be installed underground. This section shall apply to all forms of  
37 utility providers including, but not limited to providers of electricity, gas, cable,

1 communications, telecommunications, broadband internet, and wireless utilities. All  
2 existing utility facilities and structures located above the ground as of April 5, 2022, may  
3 continue to be used, replaced and maintained, but shall not be expanded in size unless  
4 such expansion is required to be allowed by law. Utility providers may seek a waiver of  
5 this provision by following the variance procedure established in section 36-367.

6 (Ord. No. 2022-04-02, art. III, pt. II, 4-5-2022)

7 ~~Secs. 32-14—32-42. Reserved.~~

8 ***ARTICLE II. ENFORCEMENT***

9 ~~Sec. 32-43. Duties of owner upon unlawful discharges.~~

10 ~~Any person who discharges wastes in violation of this chapter shall, upon discovery~~  
11 ~~thereof, immediately notify the town clerk and county health department so that~~  
12 ~~necessary countermeasures may be taken to minimize the damage to the community. In~~  
13 ~~addition, such owner shall, within 15 days of such occurrence, deliver to the town clerk a~~  
14 ~~written detailed report describing the cause of such discharge and the measures taken to~~  
15 ~~prevent a reoccurrence in the future.~~

16 ~~(Code 1988, § 9-31; Ord. No. 85-0049, § 4-0001, 12-3-1985)~~

17 ~~Sec. 32-44. Penalties for violation.~~

18 ~~(a) Any person (including any responsible officer or employee of a corporate violator)~~  
19 ~~who willfully or negligently violates any provisions of this chapter, or falsifies any~~  
20 ~~information or data in any application, report or other document given to the town~~  
21 ~~under this chapter, shall be guilty of a misdemeanor punishable by fine,~~  
22 ~~imprisonment, or both, as provided in G.S. 14-4(a).~~

23 ~~(b) Any person (including any corporation) who violates any provision of this chapter,~~  
24 ~~shall be subject to the imposition, by the council, of a civil penalty not to exceed~~  
25 ~~\$5,000.00 for each violation and, in addition, shall reimburse the town, upon~~  
26 ~~demand, for any expenses, loss or damage actually sustained by the town, and for~~  
27 ~~the amount of any fine or penalty imposed upon the town by any state or federal~~  
28 ~~regulatory agency as a result of such violation. A civil penalty shall be assessed only~~  
29 ~~after the town shall have given the alleged violator notice of contemplated council~~  
30 ~~action and a hearing if requested. If the offender fails to pay the civil penalty so~~  
31 ~~assessed within 15 days after written notice of final assessment thereof, then the~~  
32 ~~penalty may be recovered by the town in a civil action in the nature of debt.~~

33 ~~(e) A continuing violation shall be regarded as a separate violation for each day that the~~  
34 ~~violation occurs beyond the notice and abatement period established by the state,~~  
35 ~~county and/or town.~~

36 ~~(Code 1988, § 9-32; Ord. No. 85-0049, § 4-0002, 12-3-1985)~~

1 **Sec. 32-45. Injunction and abatement.**

2 Violation of this chapter is hereby declared to be a public nuisance and this article  
3 may be enforced by injunction and order of abatement in an action instituted in the  
4 general court of justice, as provided in G.S. 160A-175.

5 (~~Code 1988, § 9-33; Ord. No. 85-0049, § 4-0003, 12-3-1985~~)

6 **Sec. 32-46. Termination of service; revocation of permits; issuance of cease and**  
7 **desist orders.**

8 If any person violates any provisions of this chapter, the town may:

9 (1) ~~Petition the county to terminate water service to the property in or upon which~~  
10 ~~such violation occurred.~~

11 (2) ~~Petition the county health department to suspend for a specified period of time~~  
12 ~~or permanently revoke any permit granted to such owner under any provisions~~  
13 ~~of this chapter.~~

14 (3) ~~Issue a cease and desist order directing such owner to:~~

15 a. ~~Comply with this chapter forthwith;~~

16 b. ~~Comply with this chapter in accordance with a time schedule set forth by~~  
17 ~~the town;~~

18 c. ~~Take appropriate remedial or preventive action; or~~

19 d. ~~A combination of subsection (3)b or (3)c of this section.~~

20 (~~Code 1988, § 9-34; Ord. No. 85-0049, § 4-0004, 12-3-1985~~)

21 **Sec. 32-47. Notice and hearing.**

22 Water service shall be terminated, cease and desist orders shall be issued and  
23 permits shall be denied, suspended or revoked by the town only after the town shall have  
24 given notice to the owner of contemplated action and a hearing if requested. All actions  
25 by the town shall be subject to due process.

26 (~~Code 1988, § 9-35; Ord. No. 85-0049, § 4-0005, 12-3-1985~~)

27 **Secs. 32-48 — 32-67. Reserved.**

28 ***ARTICLE III. PERMITS; REPORTS; ADMINISTRATION***

29 **Sec. 32-68. Permit conditions.**

30 (a) ~~Duration of permits.~~ Wastewater operation permits shall be issued for a specified  
31 time period, not to exceed three years. A permit may be issued for a period less than  
32 a year or may be stated to expire on a specific date. The owner shall apply 30 days  
33 prior to expiration in order to extend a permit (single family housing is exempt). The  
34 terms and conditions of the permit may be subject to modification and change by the  
35 town during the life of the permit. The owner shall be informed of any proposed

1 changes in his permit at least 30 days prior to the effective date of the change. Any  
2 changes or new conditions in the permit shall include a reasonable time schedule for  
3 compliance.

4 ~~(b) Transfer of a permit. Wastewater permits are issued to a specific owner for a  
5 specific operation. A wastewater permit shall not be reassigned or transferred or sold  
6 to a new owner, new user, different premises, or another or changed operation.~~

7 ~~(e) Suspension or revocation of permit. Any owner who violates the conditions of the  
8 wastewater permit, any provisions of this chapter, applicable state and federal  
9 regulations, or any of the following, is subject to having his permit suspended or  
10 revoked:~~

11 ~~(1) Failure of the owner to factually report the wastewater constituents and  
12 characteristics of his discharge.~~

13 ~~(2) Failure of the owner to report significant changes in operations, or wastewater  
14 constituents and characteristics.~~

15 ~~(3) Refusal of reasonable access to the owner's premises for the purpose of  
16 inspection or monitoring.~~

17 ~~(4) Failure to report a chemical spill or accidental discharge.~~

18 ~~(5) Failure to properly handle sludge.~~

19 ~~(6) Failure to make required reports.~~

20 ~~Any action by the town shall be in accordance with the permit holder's right to due  
21 process and article II of this chapter.~~

22 ~~(Code 1988, § 9-51; Ord. No. 85-0049, § 3-0001, 12-3-1985)~~

23 **~~Sec. 32-69. Wastewater system monitoring requirements.~~**

24 ~~(a) Generally. After the effective date of the ordinance from which this chapter is  
25 derived, no wastewater management system shall commence operation until a  
26 proposal to establish and maintain an approved monitoring and reporting system,  
27 fully capable of complying with the provisions of this section, has been submitted  
28 and approved. Failure to submit such a proposal or implement such a system  
29 constitutes cause for permit revocation.~~

30 ~~(b) Quarterly monitoring reports and schedule. Every wastewater permittee, subject to  
31 this section, shall submit a quarterly monitoring or inspection report. Certain  
32 systems, because of size and permitted use, may have to file reports on a more  
33 frequent basis (monthly). Reporting frequency and content shall be as set forth on  
34 the owner's operation permit.~~

35 ~~(e) Quarterly monitoring and inspection report requirements. Monitoring and  
36 inspection reports shall include the following:~~

37 ~~(1) The report shall include, but not be limited to, nature of wastewater, volume  
38 rates of flow, wastewater constituents, sludge handling and disposal and  
39 physical operation parameters.~~

1           ~~(2) The earliest date for filing annual wastewater monitoring and inspection reports~~  
 2           ~~for persons operating community wastewater systems shall be not later than~~  
 3           ~~November 1. For persons operating noncommunity wastewater systems such~~  
 4           ~~date shall be not later than December 1.~~

5           ~~(3) Reports shall be filed by the system maintenance operator no later than 30 days~~  
 6           ~~after the end of the reporting period for which the report is made. Reports filed~~  
 7           ~~pursuant to the requirements of this section shall be on forms furnished or~~  
 8           ~~approved by the town and shall be submitted in duplicate to the town clerk's~~  
 9           ~~office. A copy of all reports submitted to the town shall be retained by the~~  
 10           ~~owner of each wastewater management system for a period of at least three~~  
 11           ~~years from the date of submission.~~

12           ~~(d) *Contents of monitoring and inspection reports.* Monitoring and inspection reports~~  
 13           ~~shall be on town forms and contain, at a minimum:~~

14           ~~(1) Description of rate of flow indicating devices, recorders and totalizers, and any~~  
 15           ~~other instruments or devices which are an integral part of the monitoring.~~

16           ~~(2) Records of water consumption during reporting period and period of~~  
 17           ~~occupancy.~~

18           ~~(3) Process and equipment inspection report by maintenance contractor.~~

19           ~~(4) Where applicable, provide summary of annual effluent testing records and~~  
 20           ~~name of laboratory conducting the tests.~~

21           ~~(5) Cite any spills, diversions, repairs, additions or maintenance problems~~  
 22           ~~experienced during the inspection period.~~

23           ~~(6) Where applicable, cite corrective actions taken on deficiencies cited in previous~~  
 24           ~~reporting periods.~~

25           ~~(7) Affirmation of maintenance contract renewal or identification of new~~  
 26           ~~maintenance contractor.~~

27           ~~(e) *Responsibility for monitoring and inspection reports.* The owner or wastewater~~  
 28           ~~system operator shall automatically provide the required monitoring reports to the~~  
 29           ~~town. In the event that the wastewater system maintenance operator is unable to~~  
 30           ~~provide the required reports in a timely manner, the owner shall hire a registered~~  
 31           ~~sanitarian or professional civil sanitary engineer to prepare the reports.~~

32           ~~(Code 1988, § 9-52; Ord. No. 85-0049, § 3-0022, 12-3-1985)~~

33           ~~**Sec. 32-70. Administration of monitoring and inspection reports.**~~

34           ~~(a) Where an owner has security measures in force which would require proper~~  
 35           ~~identification and clearance before entry into their premises, the owner shall make~~  
 36           ~~necessary arrangements with his security guards so that, upon presentation of~~  
 37           ~~suitable identification, personnel from the town will be permitted to enter without~~  
 38           ~~delay for the purposes of performing their specific responsibilities. A copy of the~~  
 39           ~~town's inspection report shall be made available to the system owner.~~

1 (b) ~~Any person subject to the provisions of this chapter shall comply with the~~  
 2 ~~monitoring and reporting requirements which may be included as a condition of the~~  
 3 ~~permit.~~

4 ~~(Code 1988, § 9-53; Ord. No. 85-0049, § 3-0003, 12-3-1985)~~

5 ~~Secs. 32-71—32-98. Reserved.~~

6 ***ARTICLE IV. WASTEWATER MANAGEMENT PRACTICES***

7 **~~Sec. 32-99. Planning application.~~**

8 ~~(a) *Pre-planning review.* Potential applicants for developments, prior to filing detailed~~  
 9 ~~applications for development, shall present the planning board with a written~~  
 10 ~~statement of intent, accompanied by the engineering planning report, as defined in~~  
 11 ~~section 32-100. Only after pre-planning review approval by the planning board may~~  
 12 ~~the applicant submit a formal planning application.~~

13 ~~(b) *Filing applications.* Applications for development, where wastewater management~~  
 14 ~~systems are required, shall be filed with the town prior to planning board review of~~  
 15 ~~the proposed project.~~

16 ~~(c) *Form generally.* Applicants for single-family and duplex residential housing shall~~  
 17 ~~file the short form application and all others shall file the long form application.~~

18 ~~(d) *Short form.* The short form application shall include:~~

19 ~~(1) Owner's name, address and phone number.~~

20 ~~(2) Description of house.~~

21 ~~(3) Contractor's name, address and phone number.~~

22 ~~(4) Site description: location, lot number, zoning.~~

23 ~~(5) County health department site report.~~

24 ~~(6) Vicinity map.~~

25 ~~(7) Surveyed plat map with wastewater system location.~~

26 ~~(8) Septic system improvement permit from the county health department.~~

27 ~~(e) *Long form.* The long form application shall include:~~

28 ~~(1) Project title.~~

29 ~~(2) Owner's name, address, and phone number.~~

30 ~~(3) Engineer's name, address, and phone number.~~

31 ~~(4) Wastewater facility planning report detailing facility description (e.g., number~~  
 32 ~~of dwelling units and number of bedrooms per unit, restaurant seats and/or~~  
 33 ~~square footage of dining area, number of employees, and other relevant~~  
 34 ~~information for determining design sewage flow); and estimating daily flow~~  
 35 ~~(total and for each subsystem).~~

36 ~~(5) Site evaluation report from the county health department.~~

- 1           ~~(6) Vicinity map.~~
- 2           ~~(7) Surveyed base map of appropriate scale for locating system components and~~  
3           ~~evaluating proposed drain field and repair areas.~~
- 4           ~~(8) All applicable permits.~~
- 5           ~~(f) Review. The planning board shall review all applications for compliance with~~  
6           ~~applicable town requirements prior to recommending the project to the town council~~  
7           ~~for final approval.~~
- 8           ~~(g) Final action on permit applications. The town shall take final action on all~~  
9           ~~applications not later than 60 days following receipt of a complete application and~~  
10           ~~required supporting documents. All permits or renewals of permits and decisions~~  
11           ~~denying permits or renewals shall be in writing. The town council is authorized to:~~
- 12           ~~(1) Issue a permit containing such conditions as are necessary to accomplish the~~  
13           ~~purposes of this chapter.~~
- 14           ~~(2) Issue a permit containing time schedules for achieving compliance with~~  
15           ~~applicable effluent standards and limitations, water quality standards and other~~  
16           ~~legally applicable requirements.~~
- 17           ~~(3) Modify or revoke, with sufficient cause and due process, any permit, upon~~  
18           ~~giving 60 days' notice to the person affected.~~
- 19           ~~(4) Suspend a permit, with sufficient cause and due process.~~
- 20           ~~(5) Deny a permit application where necessary. The planning board shall submit to~~  
21           ~~the town council at its regular meeting a report which contains the action taken~~  
22           ~~with respect to any permit application since the last council meeting.~~
- 23           ~~(h) Notification of applicants. The town shall notify an applicant by mail of the final~~  
24           ~~decision on his permit application.~~
- 25           ~~(i) Administrative hearings. An applicant whose permit is denied, or is granted subject~~  
26           ~~to conditions he deems unacceptable, shall have the right to a hearing before the~~  
27           ~~town council upon giving written notice, identifying the specific issue to be~~  
28           ~~contended, to the town clerk within 30 days following notice of final decision to~~  
29           ~~deny or grant the permit. Unless such notice is given, the decision on the application~~  
30           ~~shall be final and binding.~~
- 31           ~~(j) Modification, revocation, and suspension of permits. Any permit issued pursuant to~~  
32           ~~this chapter is subject to revocation, suspension or modification, in whole or part, for~~  
33           ~~good cause, subject to the provisions of section 32-68(e).~~
- 34           ~~(Code 1988, § 9-71; Ord. No. 85-0049, § 2-0001, 12-3-1985)~~

35           ~~**Sec. 32-100. Wastewater facilities plan.**~~

36           ~~For wastewater management projects, other than single-family residential housing,~~  
37           ~~the owner/developer shall submit a wastewater facility plan for the intended~~  
38           ~~development. The facility plan shall consist of background information, regulatory~~  
39           ~~compliance analysis, design criteria and operational data which directly relates to the~~

1 specific treatment practices to be employed by the project. The facility plan will  
 2 investigate the need for the proposed facility and the methodology for compliance with  
 3 existing state, county and town regulations. The facility plan will also demonstrate that  
 4 the selected treatment is implementable from legal, institutional, financial and  
 5 management standpoints.

6 (~~Code 1988, § 9-72; Ord. No. 85-0049, § 2-0002, 12-3-1985~~)

7 **~~Sec. 32-101. Site evaluation certification.~~**

8 ~~(a) For all wastewater projects requiring subsurface soil absorption systems, the~~  
 9 ~~applicant shall provide the town, as part of the facility plan, with a written site~~  
 10 ~~evaluation, prepared by a registered sanitarian with the county health department.~~

11 ~~(b) The site evaluation report shall address the following minimum criteria related to~~  
 12 ~~both the active and reserve drain field areas:~~

13 ~~(1) Soil texture and structure.~~

14 ~~(2) Depth of seasonally high water table.~~

15 ~~(3) Overall suitability and assigned design loading rate (specify if rate is for~~  
 16 ~~conventional or low pressure pipe system).~~

17 ~~(4) Site limitations for other system components, such as septic tanks, pump~~  
 18 ~~stations, and collection sewers (e.g., proximity to water supplies and surface~~  
 19 ~~waters).~~

20 ~~(5) Any other site/soil factors designated in state and county laws and rules~~  
 21 ~~governing sewage disposal systems.~~

22 ~~(6) Adjoining land uses and zoning.~~

23 (~~Code 1988, § 9-73; Ord. No. 85-0049, § 2-0003, 12-3-1985~~)

24 **~~Sec. 32-102. Plans and specifications.~~**

25 ~~(a) All private wastewater systems shall be designed by a registered sanitarian or civil-~~  
 26 ~~sanitary engineer licensed to practice in the state.~~

27 ~~(b) All community and noncommunity wastewater systems (i.e., restaurants,~~  
 28 ~~commercial, condominium, motels) shall be designed by a professional engineer~~  
 29 ~~licensed to practice in the state.~~

30 ~~(c) The applicant shall submit two sets of state and county approved design plans and~~  
 31 ~~specifications for the proposed wastewater system to the town.~~

32 ~~(d) The applicant shall provide copies of the improvement permit or authorization to~~  
 33 ~~construct, as issued by the state and/or county regulatory agency having jurisdiction~~  
 34 ~~over the wastewater system, to the town prior to issuance of a building permit.~~

35 (~~Code 1988, § 9-74; Ord. No. 85-0049, § 2-0004, 12-3-1985~~)

36 ~~State law reference(s) — Engineering and land surveying, G.S. ch. 89C; sanitarians and~~  
 37 ~~water and wastewater treatment facility operators, G.S. ch. 90A.~~

1 **Sec. 32-103. Compliance with county and state regulations.**

2 (a) ~~All wastewater management systems with subsurface soil absorption systems shall~~  
3 ~~comply with state and county regulations, as set forth in G.S. 130A, art. 11 (G.S.~~  
4 ~~130A-333—130A-345).~~

5 (b) ~~All wastewater management systems with surface discharge shall comply with~~  
6 ~~federal (EPA) and state regulations as set forth in title 15A, chapter 2,~~  
7 ~~Environmental Management Regulations (15A NCAC 02). Jurisdiction is provided~~  
8 ~~by the state department of natural resources and community development, division~~  
9 ~~of environmental management, in keeping with the regulatory authority established~~  
10 ~~in the North Carolina Administrative Code (NCAC).~~

11 (c) ~~The town recognizes state and county regulations as minimum criteria for~~  
12 ~~wastewater system compliance, but reserves the right to require stricter regulatory~~  
13 ~~limits with state and county approval, as may be provided under G.S. 130A-39.~~

14 ~~(Code 1988, § 9-75; Ord. No. 85-0049, § 2-0005, 12-3-1985)~~

15 State law reference(s) ~~Sanitary sewage systems, G.S. 130A-333 et seq.~~

16 **Sec. 32-104. Construction supervision and inspection.**

17 (a) ~~Installation of wastewater management systems shall be completed under the~~  
18 ~~direction or supervision of the design sanitarian or engineer, as applicable, and the~~  
19 ~~county health department.~~

20 (b) ~~Prior to occupancy, operation and startup, the sanitarian or engineer shall provide a~~  
21 ~~certification to the town that the wastewater management system has been installed~~  
22 ~~and will operate in accordance with the facility plan and design plans and~~  
23 ~~specifications.~~

24 (c) ~~The town, acting through the building inspector or other authorized representative,~~  
25 ~~shall cause to be made as many inspections as may be necessary to determine that~~  
26 ~~work is being done according to the provisions of any applicable local laws and the~~  
27 ~~terms of the permit document, including the engineering plans and specifications. As~~  
28 ~~a minimum, however, inspections shall be required at each of the following stages of~~  
29 ~~construction of all except private wastewater systems:~~

30 (1) ~~Preconstruction field conference at which time all field stakeout, location of~~  
31 ~~buried utilities, and updated plans and specifications will be verified. Further,~~  
32 ~~the contractor will be required to have, on-site, an emergency phone contact~~  
33 ~~list, to facilitate quick reporting of accidents to the proper authorities.~~

34 (2) ~~A foundation inspection to be made after trenches are excavated, and all~~  
35 ~~necessary reinforcement and forms are in place, and before any concrete or~~  
36 ~~block is placed. For other types of foundations, inspections shall be made as~~  
37 ~~soon as the foundation is installed.~~

38 (3) ~~An equipment inspection shall be made prior to installation to verify supply in~~  
39 ~~accordance with plans and specifications.~~

1           (4) ~~A framing inspection shall be made after all structural framing is in place and~~  
2           ~~the roughing in of plumbing, electrical and heating has been installed, and after~~  
3           ~~the structure is enclosed or covered. Poured concrete structural elements shall~~  
4           ~~be inspected before each pour of any structural member.~~

5           (5) ~~An insulation inspection shall be made after all insulation is installed.~~

6           (6) ~~A final inspection is due when all construction is complete, and the building is~~  
7           ~~ready for occupancy, but before the building is occupied.~~

8           ~~At least 24 hours' advance notice must be given the building inspector for any inspection~~  
9           ~~required by this chapter. In the event any work inspected is unsatisfactory, a reinspection~~  
10          ~~shall be made at the convenience of the building inspector upon notification of the~~  
11          ~~correction of discrepancies. A failure to call or notify the building inspector for~~  
12          ~~inspections, and proceeding without approval at any stage of construction, shall be~~  
13          ~~deemed a violation of this chapter.~~

14          ~~(Code 1988, § 9-76; Ord. No. 85-0049, § 2-0006, 12-3-1985)~~

15          **Sec. 32-105. Certificate of compliance.**

16           ~~No new building, or an addition to a building, shall be occupied, no change in use of~~  
17           ~~a building or part of a building shall be made and no wastewater system shall start~~  
18           ~~operation until the design sanitarian/engineer certifies, in writing, that the wastewater~~  
19           ~~management system has been installed in accordance with the approved plans and~~  
20           ~~specifications, and the installation is approved by the county health department or state~~  
21           ~~division of environmental management, whichever is applicable, and all other conditions~~  
22           ~~of the wastewater improvement permit have been met. Notwithstanding the foregoing, a~~  
23           ~~new building, or an addition to a building, may be occupied if:~~

24           (1) ~~That portion of the wastewater management system installed in accordance~~  
25           ~~with the approved plans and specifications is sufficient to treat and dispose of~~  
26           ~~wastewater from the new building, or an addition to a building, for which a~~  
27           ~~certificate of occupancy is sought; and~~

28           (2) ~~The applicant for a certificate of occupancy for a new building, or an addition~~  
29           ~~to a building, that is served by a wastewater system that is only partially~~  
30           ~~installed posts a cash or cash equivalent performance bond in an amount equal~~  
31           ~~to the cost to complete construction and installation of the wastewater system,~~  
32           ~~in accordance with approved plans, specifications and conditions of the~~  
33           ~~wastewater permit for the wastewater system, plus 25 percent of that amount,~~  
34           ~~which bond shall ensure completion of the wastewater system.~~

35          ~~(Code 1988, § 9-77; Ord. No. 85-0049, § 2-0007, 12-3-1985; Ord. No. 04-04-01, art. III,~~  
36          ~~4-6-2004)~~

37          **Sec. 32-106. Operation certification.**

38           ~~Prior to issuance of an operations permit, the applicant shall comply with the~~  
39           ~~following requirements, to the extent deemed appropriate by the county and town, given~~  
40           ~~the capacity and special use considerations of the applicant's project:~~

- 1       ~~(1) Provide an engineer's certificate of compliance.~~
- 2       ~~(2) Provide the town with two sets of as-built plans and specifications and a~~
- 3       ~~complete listing of the mechanical equipment employed within the project, as~~
- 4       ~~prepared by a registered surveyor or professional engineer.~~
- 5       ~~(3) Provide the town with two copies of the complete operations and maintenance~~
- 6       ~~manual and the assurance of adequate manuals available on the project site. At~~
- 7       ~~a minimum, the operations and maintenance manual should include the~~
- 8       ~~following:~~
- 9       ~~a. Name, address, and phone number of a responsible agent and system~~
- 10       ~~operator and operations state certification number, including 24-hour~~
- 11       ~~emergency numbers;~~
- 12       ~~b. Equipment lists and manufacturer's maintenance guidelines; maintenance~~
- 13       ~~process and performance monitoring schedule;~~
- 14       ~~c. Emergency operations plan;~~
- 15       ~~d. Copy of state operations permit.~~
- 16       ~~(4) Provide the town with an executed operation and maintenance contract for a~~
- 17       ~~minimum of three years. The contract shall stipulate that actual field operation,~~
- 18       ~~monitoring and control shall be provided by a trained operator, certified to the~~
- 19       ~~proper plant grade level by the state division of environmental management. No~~
- 20       ~~wastewater treatment system operations permit shall be issued without the~~
- 21       ~~owner having retained the maintenance services of a state certified operator,~~
- 22       ~~unless such operation is exempt under current state regulations.~~
- 23       ~~(5) Where applicable, provide the town with assurances that an emergency warning~~
- 24       ~~system, with remote telemetry, has been installed and is operable. In specific~~
- 25       ~~cases, the town may require that remote telemetry be tied into the police~~
- 26       ~~department.~~
- 27       ~~(6) Provide the town with an operation and maintenance reporting schedule and~~
- 28       ~~schedule for semiannual inspections of facility operations by the town.~~
- 29       ~~(Code 1988, § 9-78; Ord. No. 85-0049, § 2-0008, 12-3-1985)~~

30       ~~**Sec. 32-107. Wastewater system operation.**~~

31       ~~Upon discovery of any unreported violations of terms, conditions or requirements of~~

32       ~~the wastewater permit, the town may cause written notice to be given to the owner,~~

33       ~~specifying the facts constituting violation and stating the need and urgency to bring the~~

34       ~~treatment works into compliance. The town may simultaneously pursue other available~~

35       ~~remedies and sanctions such as:~~

- 36       ~~(1) Condemnation order to immediately shut down operations.~~
- 37       ~~(2) If the system and works are not brought into compliance within a reasonable~~
- 38       ~~period of time after receipt of notice, as stated above, the town may pursue~~
- 39       ~~condemnation and other legal means by which to correct any pollution~~
- 40       ~~problems resulting from the system and works malfunction.~~

1 (~~Code 1988, § 9-79; Ord. No. 85-0049, § 2-0009, 12-3-1985; Mo. of 7-7-1987~~)

2 **Sec. 32-108. Wastewater system maintenance.**

3 ~~(a) The town recognizes that wastewater treatment works generate solids, and over a~~  
4 ~~period of time, the solids accumulation can adversely affect the operation and~~  
5 ~~efficiency of a wastewater system. Consequently, for all new systems, a minimum~~  
6 ~~solids evaluation schedule is required.~~

7 ~~(b) Wastewater solids handling shall be in accordance with county regulations and only~~  
8 ~~performed by a contractor licensed in the state.~~

9 (~~Code 1988, § 9-80; Ord. No. 85-0049, § 2-0010, 12-3-1985~~)

10 **Sec. 32-109. Prohibitions of wastewater discharges.**

11 ~~(a) No person shall discharge wastes to a community, noncommunity or private sanitary~~  
12 ~~sewer which cause, threaten to cause, or are capable of causing, either alone or by~~  
13 ~~interaction with other substances:~~

14 ~~(1) A fire or explosion.~~

15 ~~(2) Obstruction of flow or injury to the treatment works.~~

16 ~~(3) Danger to life or safety of personnel.~~

17 ~~(4) A strong offensive odor that inhibits the effective maintenance or operation of~~  
18 ~~the treatment works.~~

19 ~~(5) Air pollution by the release of toxic or malodorous gases or noxious gas-~~  
20 ~~producing substances.~~

21 ~~(6) Interference with the treatment process.~~

22 ~~(7) Conditions which violate any statute or any lawful rule, regulation, or~~  
23 ~~ordinance of any state or federal agency.~~

24 ~~(b) No person shall discharge septic tank effluent or cesspool overflow in any manner~~  
25 ~~not approved by the county board of health.~~

26 (~~Code 1988, § 9-81; Ord. No. 85-0049, § 2-0011, 12-3-1985~~)

27 **Sec. 32-110. Prohibition of inflow sources.**

28 ~~(a) Inflow sources shall be prohibited from any service connection to a community~~  
29 ~~wastewater management system. Typical inflow sources are:~~

30 ~~(1) Roof drains;~~

31 ~~(2) Yard drains;~~

32 ~~(3) Swimming pools;~~

33 ~~(4) Normal groundwater;~~

34 ~~(5) Sump pumps;~~

35 ~~(6) Garage drains.~~

1 ~~(b) Unpolluted water, included by way of illustration, but not limited to, cooling water,~~  
2 ~~process water or blow-down water from cooling towers or evaporative coolers, shall~~  
3 ~~not be discharged through direct or indirect connection to a community sewer unless~~  
4 ~~a permit is issued by the town. The town shall approve the discharge of such water~~  
5 ~~only when there is no reasonable alternative method of disposal available.~~

6 ~~(c) No person shall discharge or cause to be discharged any radioactive waste or toxic~~  
7 ~~compounds into a wastewater system.~~

8 ~~(d) No person shall discharge any substance directly into an effluent pumping station or~~  
9 ~~subsurface drain field other than through an approved sewer, unless he has been~~  
10 ~~issued a permit by the town and/or county.~~

11 ~~(e) No person shall employ a holding tank, pump and haul type wastewater management~~  
12 ~~system, except where permitted by the county health department and the town. In no~~  
13 ~~case shall such a system be considered acceptable as a conventional means of~~  
14 ~~treatment.~~

15 ~~(f) No person shall discharge any holding tank waste, including by definition, but not~~  
16 ~~limited to, pumping from septic tanks into a community, noncommunity or private~~  
17 ~~sewer system unless he has been issued a permit by the town. Unless otherwise~~  
18 ~~allowed by the town under the terms and conditions of the permit, a separate permit~~  
19 ~~must be secured for each separate discharge. This permit will state the specific~~  
20 ~~location of discharge, the time of day the discharge is to occur, the volume of the~~  
21 ~~discharge and the wastewater constituents and characteristics.~~

22 ~~(Code 1988, § 9-82; Ord. No. 85-0049, § 2-0012, 12-3-1985)~~

23

24 **ARTICLE IV. Statement of Consistency with Comprehensive Plan and**  
25 **Reasonableness.**

26  
27 The Town’s adoption of this ordinance amendment is consistent with the Town’s adopted  
28 comprehensive land use plan and any other officially adopted plan that is applicable; for  
29 all of the above-stated reasons. The Town considers the adoption of this ordinance  
30 amendment to be reasonable and in the public interest.

31

32 **ARTICLE V. Severability.**

33

34 All Town ordinances or parts of ordinances in conflict with this ordinance amendment are  
35 hereby repealed. Should a court of competent jurisdiction declare this ordinance  
36 amendment or any part thereof to be invalid, such decision shall not affect the remaining  
37 provisions of this ordinance amendment nor the Town Code of the Town of Southern  
38 Shores, North Carolina which shall remain in full force and effect.

39

40 **ARTICLE VI. Effective Date.**

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1 This ordinance amendment shall be in full force and effect from and after the \_\_\_\_ day of  
2 \_\_\_\_\_, 2026.

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\_\_\_\_\_  
Elizabeth Morey, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

Date adopted:

\_\_\_\_\_  
Motion to adopt by Councilmember:

\_\_\_\_\_  
Motion seconded by Councilmember:

Vote: \_\_AYES\_\_ NAYS