

The Northampton County Board of Commissioners will meet in Regular Session on Monday August 1, 2016 at 10:00 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for August 1, 2016..... 4
2		Approval of Closed Session for August 1, 2016
3		Approval of Agenda for September 7, 2016..... 66
4	10:05	Dr. Jimmy Tate, President, Roanoke-Chowan Community College
5	10:10	Mr. Steve Ward, Ward Cemetery Services
		Removal of Graves Peele-Bridgers Cemetery 70
6	10:25	Ms. Leslie Edwards, Fiance Director
		1) Budget Amendments 97
		2) Audit Contract 103
7	10:35	Mrs. Cathy Allen, Tax Administrator
		Motor Vehicle Refunds..... 127
8	10:40	Mrs. Joslyn Debraux-Reagor, Aging Director
		1) Request for Public Hearing for ROAP 130
		2) Approval of CPTA MOU 130
		3) Appointments to HCCBG Board..... 133
9	10:50	Mr. William Flynn, Zoning Director
		1) Request for Public Hearing for Rezoning
		2) Request for Public Hearing for Amendment to Zone Ordinance
		3) Planning Board Appointments..... 135
10	11:00	Mr. Jason Morris, Public Works Director
		1) Introduction of New Employee
		2) Scrap Tire Disposal Contract..... 137
		3) Water Bulk Rate Increase for Warren County..... 151
11	11:15	Mr. Surapon Sujjavanich, Architects, PA
		Old DSS Building Renovations Project..... 158
12	11:30	Ms. Kimberly Turner, County Manager
		Management Matters
13	11:35	Citizens/Board Comments

14	12:05	Closed Session G.S. 143-381.11 (a)(6)-Personnel
	12:15	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 1

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Regular Meeting Minutes for August 1, 2016

Komita Hendricks

1 Approval of Regular Meeting Minutes for August 1, 2016

**NORTHAMPTON COUNTY
REGULAR SESSION
August 1, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on August 1, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar and Komita Hendricks

Absent: Virginia Spruill

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner had no changes.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. Chairwoman Greene gave the Invocation, and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for July 18, 2016:

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the Regular Session Minutes for July 18, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for August 1, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda for August 1, 2016 as is. **Question Called:** *All present voting yes.* **Motion carried.**

Chairwoman Greene recessed the regular session to go into a Public Hearing.

Chairwoman Greene closed the Public Hearing to reconvene into regular session.

REA Tower Lease:

Mr. Ronnie Storey, Emergency Management Director appeared before the Board to obtain approval to enter into a rental contract with REA to rent antenna and equipment space for the Radio Improvement Plan repeater site in the Southeast corner of the County. Mr. Storey stated that the lease is \$25.00 a month which is standard fee.

County Manager Kimberly Turner questioned where was the fee schedule located and asked if it could be printed and attached to the contract.

County Attorney Scott McKellar stated that the only concern he has was the contract didn't include the fee; however it referenced another document for the fee schedule. County Attorney Scott McKellar recommended attaching the fee schedule as Appendix 2 with the contract.

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the Tower Lease Agreement which identifies the lease with regards to Appendix 2 attached to the contract.

Question Called: *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: Northampton County Board of Commissioners
From: Ronald P Storey Jr, Emergency Management Director
Re: Tower Lease Contract
Date: July 7, 2016

Purpose: To respectfully request permission to enter into a rental contract with Roanoke Electric Membership Corporation to rent antenna and equipment space for the Radio Improvement Plan repeater site in the Southeast corner of the County.

Facts:

1. The monthly rental fee is \$25.00 per month which includes space for antennas on the 120' tower and the use of a weatherproof, climate controlled building with back-up power to house the radio equipment.
2. This Lease is eligible for yearly renewal.
3. This contract has been reviewed by the County Attorney, Mr. McKellar, and some of his recommended changes were made. He advised he would address any concerns during the presentation.
4. The tower is located at the old REA site, 409 N Main Street, Rich Square, NC 27869.
5. Rental fees will be paid from the Communications Radio Budget.

Recommendation: I recommend we enter into this contract in order to improve the public safety radio communication in the County.

Respectfully Submitted,


Ronald P Storey, Jr
Emergency Management Director

Coordination:

County Manager

Concur: Kimberly L. [Signature] 7/7/16

Concur with Comment: _____

Disagree: _____

Finance Director

Concur: Neddie A. Edwards 7/7/16

Concur with Comment: _____

Disagree: _____

Action by the Decision Maker

Approve: _____

Disapprove: _____

Other: _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Roanoke Electric Membership Corp	
VENDOR #	NC	Address	P O Box 1326, Ahoskie, NC 27910
		Contact	Travis Pickrell
		5 pages	Originals _____ 0 _____ Copies
CONTRACT #	REA Tower Space	Amount \$	\$25+Tax Per Month
New Contract	Yes		
Renewal		Date originally approved by the Board of Commissioners _____	
Cost or Material Changes _____			
Original Contract sent to Contract Administrator		Date: 4/27/2016	
Originating Department/Individual: EM Ronald Storey		Item or Service: Rent Tower Space on RS Tower	
Department Involved: EM & Communications		Type of Contract: Lease Agreement	
Line Item Budgeted: 114326-535200		Period of Coverage: 1 Year with yearly renewals	
GRANTS			
Board approval for Application		Approved _____	Set _____ Verified _____
Board approval for Acceptance		Approved _____	Set _____ Verified _____
COUNTY ATTORNEY		Date Received: 4/28/2016	Date Approved: 5/24/2016
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 5/24, By Atty.		[Signature]	
FINANCE [Signature]		Date Received: 07/11/16	Date Audited: 07/15/16
Non encumbered contract Yes _____ No _____			
ASSISTANT COUNTY MANAGER		Date Received _____	Date Approved: _____
COUNTY MANAGER		Date Received: 7/15/16	Date Approved: 7/15/16
BOARD OF COMMISSIONERS		CLERK TO THE BOARD 7/15/16	
Date approved by Board		Date Received _____	Date Attested: _____
CONTRACT ADMINISTRATOR			
Attorney _____	Finance _____	Asst Cty Mgr _____	Cty Mgr _____ Clerk: _____
Outside Agency Signatures:		Date Sent: _____	Date received: _____
Copies Delivered to Appropriate Departments:		ORIGINATING _____	FINANCE _____
Original to Outside Agency: (Departments to deliver)		Date: _____	
File County Original / Add to Database:		Date: _____	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action:		Date: _____	
		Initial: _____	

Roanoke Electric Cooperative
TOWER LEASE AGREEMENT (the "Agreement")
for
<<Tower location or designation>> (the "Site")

Lessor leases to Lessee, a portion of the Site to do the following: [Check and initial appropriate boxes]

- ☐ Land consisting of approximately _____ square feet upon which Lessee will install their equipment sheltering structure
- ☐ Building interior space consisting of approximately _____ square feet
- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for placement of base station equipment
- ☐ Tower antenna Space at _____ feet.
- ☐ Space required for cable runs to connect facility equipment and _____ antennas

at the Site, together with a non-exclusive easement for reasonable access thereto and to the appropriate source of electric facilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service system facility, including, without limitation, antenna equipment, cable wiring, and related fixtures. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants or facilities.

1. **Term.** The term of this Agreement (the "Initial Term") is one calendar (1) year, commencing on date both Lessee and Lessor have executed this Agreement. This Agreement will automatically renew for additional one (1) calendar year periods and shall continue until either party elects to terminate this Agreement in writing at least thirty (30) days prior to its expiration.
2. **Rent.** Rent (as hereinafter defined) will commence upon (check only one)
 - ☐ the execution of this Agreement,
 - ☐ the construction start date,
 - ☐ completion of the installation of Lessee's Antenna Facilities, or
 - ☐ _____, 20__

(the "Rent Commencement Date"). Thereafter, the monthly Rent will be paid in equal monthly installments in advance. "Rent" shall be defined as

an amount equivalent to the then current Basic Facilities Charge, as that amount is set forth in Appendix 2 to Lessor's Rate Schedules.

Rent payments must be sent to the address beneath Lessor's signature or, if preferred by Lessor, paid via electronic transfer to the Lessor's bank account as directed by the Lessor. In the event of an excessive number of late Rent payments, in the sole discretion of Lessor, Lessee can be required to pay the balance of the term in full when the next Rent payment is due and to prepay Rent for each successive renewal term.

3. **Title and Quiet Possession.** Lessor represents and agrees (a) that it is the Lessor of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access the Site at all reasonable times, as determined by Lessor, and to the quiet possession of its leasehold throughout the initial term and each renewal term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Lessor will upon sale or transfer of the underlying property, provide an assignment letter to Lessee that instructs Lessee to make future rent payments to the transferee.
4. **Assignment/Subletting.** Lessee shall not have the right to sublease and/or assign its rights under this Agreement without notice to and consent of Lessor.
5. **Notices** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by recognized overnight carrier to the addresses specified below. Notices, requests, demands and other communications may also be given by facsimile transmission, provided that notice is concurrently given by one of the above methods. Communication by electronic or computerized mail shall not be accepted as effective notice under this Agreement. Notices to a party must be sent to the address shown underneath the party's signature or as later designated in writing.
6. **Improvements.** Lessee may, with advance approval by Lessor and at its sole expense, make such improvements on the Site, as it deems necessary from time to time, for the operation of the facility. Upon termination or expiration of this Agreement for any reason, Lessee shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
7. **Removal of Equipment or Improvements.**
 - 7.1. IN THE EVENT LESSEE FAILS TO REMOVE ALL OF ITS EQUIPMENT AND IMPROVEMENTS WITHIN FIFTEEN (15) DAYS OF THE EXPIRATION OF THIS AGREEMENT, LESSOR SHALL HAVE THE AUTHORITY TO REMOVE SUCH EQUIPMENT AND IMPROVEMENTS AND INVOICE LESSEE FOR THE SAME.
 - 7.2. LESSEE AGREES LESSOR SHALL INCUR NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO LESSEE'S BUSINESS, EQUIPMENT, OR IMPROVEMENTS RESULTING FROM LESSOR'S REMOVAL OF LESSEE'S EQUIPMENT OR IMPROVEMENTS AS PERMITTED BY THIS PROVISION 7.
8. **Compliance with Laws.** Lessor represents that Lessor's property (including the Site), and all Lessor-constructed improvements located thereon, are in substantial compliance with building, life/safety, disability, and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws, including any requirements imposed by Lessor, relating to its use of the Site.
9. **Standard of Work.** All work shall conform the methods and procedures described in the Motorola document *Standards and Guidelines for Communications Sites* (Motorola Part Number 68-81089E50). Electrical work shall meet requirements of the most current edition of NFPA 70, the National Electrical Code. Any emergency back-up generator shall meet requirements of the most current editions of NFPA 37, Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines and NFPA 110, Standard for Emergency and Standby Power Systems.

10. **Proof of engineering competency.** The Lessor shall be sole arbiter of situations arising from disputes as to the competency of engineering of proposed additions such as antennas, batteries, cabling, electrical equipment, generators, penetrations, racks, support structures, and transfer switches. This list is not intended to be all-inclusive.
11. **Interference.** Lessee will resolve technical interference problems with other equipment located at the Site on the commencement date or any equipment that becomes attached to the Site at any future date when Lessee desires to add additional equipment to the Site.
12. **Emergent termination of interference.** As this Site may support multiple public safety communications systems, the Lessor reserves the right to remove power (both normal and emergency) from any Lessee installed equipment in order to prevent interference to a public safety communications system. Lessee shall clearly mark disconnecting means for both normal and emergency power in order to minimize damage to Lessee equipment.
13. **Utilities.** Lessor represents that utilities adequate for Lessee's use of the Site are available. Lessor will pay for all utilities used by it at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
14. **Termination.** Lessor may terminate this Agreement at any time by 60 day notice to Lessee without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority, quasi governmental authority, or any third party to operate the installed equipment, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessee, for any other reason including technical, regulatory and business reasons, in its sole discretion, determines to terminate this Agreement. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper Lessorship or authority, or such termination is a result of Lessor's default.
15. **Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.
16. **Indemnity.** Lessee will indemnify Lessor against and holds Lessor harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of this lease, use and/or occupancy of the Site by Lessee. This indemnity does not apply to any claims arising from the reckless indifference to the consequences of Lessor's actions or intentional misconduct of the Lessor. The indemnity obligations under this Paragraph will survive termination of this Agreement.

17. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site.
18. **Taxes.** Lessor will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to Lessor any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within 60 days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real estate taxes and payment of the real estate taxes by Lessor. Lessor will pay when due all other real estate taxes and assessments attributable to the property of Lessor of which the Site is a part and will provide Lessee with proof of such payments.
19. **Insurance.** Lessee will procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within 30 days of written request. Lessee warrants that cancellation will not occur without at least 15 days prior written notice to Lessor.
20. **Maintenance.** Lessee will be responsible for repairing and maintaining any improvements or equipment installed by Lessee at the Site in a proper operating and reasonably safe condition.
21. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement, including any successor by merger or sale of assets; (b) this Agreement is governed by the laws of the state of North Carolina and any lawsuit shall be brought in a court in North Carolina; (c) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; (d) any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
22. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.
23. **Authority.** Each party hereby represents and warrants to the other that the undersigned person is duly authorized to execute this Lease Agreement by and on behalf of such party.

[Signature Page Follows]

LESSOR:

Roanoke Electric Membership Corporation
PO Box 1326
Ahoskie, NC 27910

518 NC Hwy 561 West
Aulander, NC 27805

By: _____

Name: _____

Title: _____

LESSEE:

Name: _____

Address: _____

By: _____

Name: _____

Title: _____

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Leslie Edwards
Finance Officer

Financial Assistance Contracts for Volunteer Departments:

Mr. Ronnie Storey, Emergency Management Director, appeared before the Board to obtain approval for the contracts/applications for the Volunteer Departments for designated funds for Fiscal Year 2016-2017. The total for all Volunteer Departments is \$28,500.00 (\$14,500 for fire departments and \$14,000 for EMS squads).

A motion was made by Robert Carter and seconded by Joseph Barrett to approve these contracts/applications for the Fire Departments and EMS squads for the designated funds for Fiscal Year 2016-2017. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: Northampton County Board of Commissioners
From: Ronald P Storey Jr, Emergency Management Director
Re: Fire Department and EMS Squad Financial Assistance Contracts/Applications
Date: July 7, 2016

Purpose: The purpose of this decision paper is to obtain approval from the Northampton County Board of Commissioners for the contracts/applications for the Fire Departments and EMS Squads for designated funds for FY16-17.

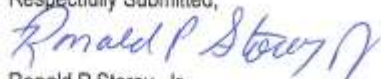
Facts:

1. A Resolution adopted by the Board of Commissioners on March 17, 1980 sets out the process for the approval of the Fire Departments' contracts and the EMS Squads' applications for financial assistance pending a review of the performance record of each Fire Department/EMS Squad. Performance charts of Fire Departments and EMS Squads for July 1, 2015 – June 30, 2016 are included with this package.
2. Northampton County requires all Fire Departments and EMS Squads operating within the County to submit a contract/application annually in order to receive their designated funds.
3. We have 10 Fire Departments that consist of Roanoke Wildwood, Gaston, Garysburg, Jackson, Lasker, Rich Square, Seaboard, Severn, Woodland, Conway and 3 EMS Squads that consist of Conway/Severn, Eastside, and Gaston.
4. Contributions in the amount of \$14,500.00 for the Fire Departments and \$14,000.00 for the EMS Squads (\$28,500.00 total) are included in the FY16-17 budget.
5. Contracts/applications were received by the May 15, 2016 deadline from the following departments requesting their designated funds:

• Roanoke Wildwood VFD	\$850
• Gaston VFD	\$850
• Garysburg VFD	\$850
• Jackson VFD	\$850
• Lasker VFD	\$850
• Rich Square VFD	\$850
• Seaboard VFD	\$850
• Severn VFD	\$3850
• Woodland VFD	\$850
• Conway VFD	\$3850
• Conway Severn EMS	\$4667
• Eastside EMS	\$4667
• Gaston EMS	\$4667
6. The aforementioned funds are not the funds the Fire Departments receive through their Fire Service District Tax. If approved the funds will be processed for payment in October 2016.

Recommendation: I recommend the approval of these Contracts/Applications pending the Boards satisfaction with each Fire Department's/EMS Squad's performance.


Respectfully Submitted,



Ronald P Storey, Jr
Emergency Management Director

Coordination:

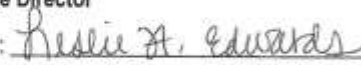
County Manager

Concur:  7/7/16

Concur with Comment: _____

Disagree: _____

Finance Director

Concur: 

Concur with Comment: _____

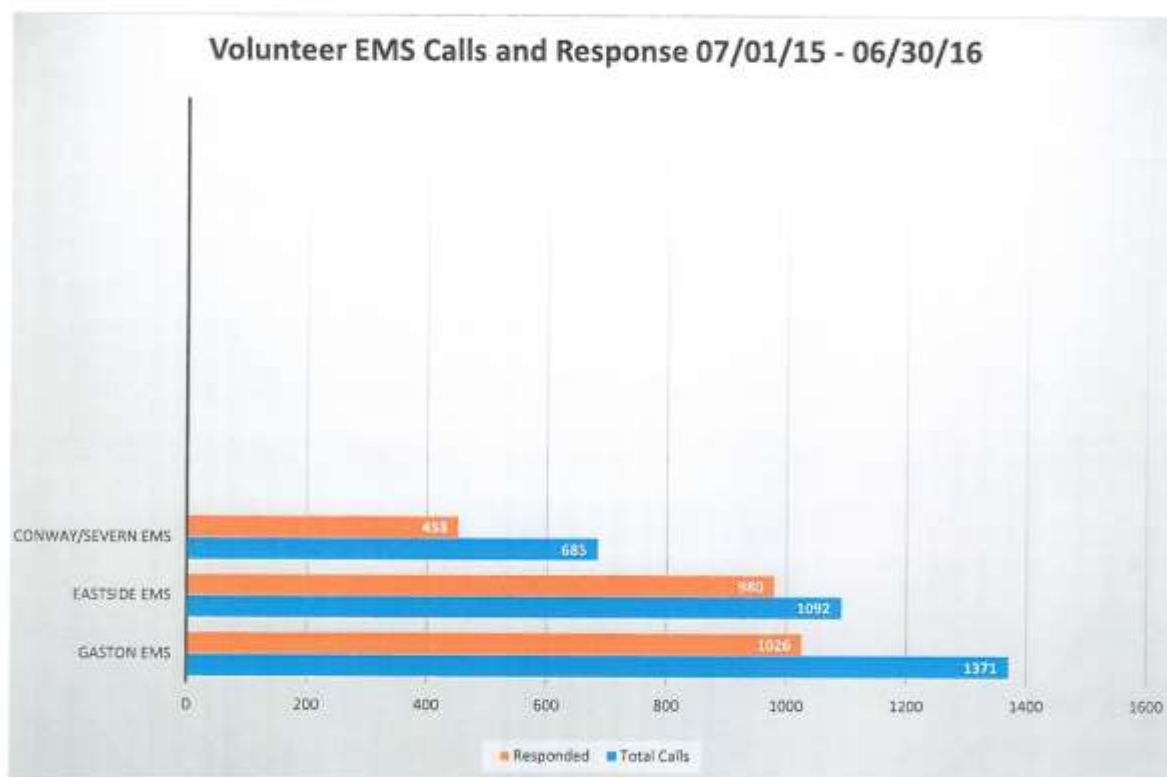
Disagree: _____

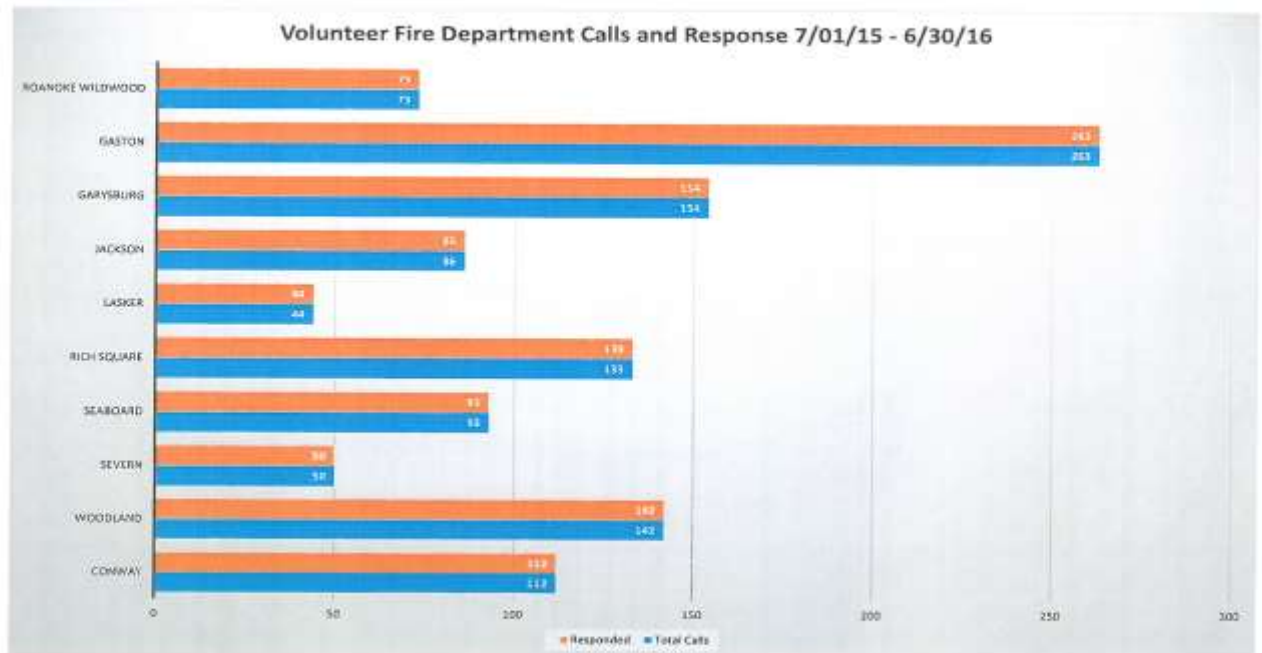
Action by the Decision Maker

Approve: _____

Disapprove: _____

Other: _____





**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

Application is hereby made by the Conway/Severn Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Conway/Severn Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Conway/Severn Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers,

ATTEST:

Kelly Sykes
Secretary

Boyd Fog
Commander

Date: 4/20/16

-For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Conway/Severn Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2016.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # 1249
Code # 114371 -- 560100
Amount \$ _____
Approval _____

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

Application is hereby made by the Eastside Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Eastside Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Eastside Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:

Philip Dutta
Secretary

[Signature]
Commander

Date: 4-18-16

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Eastside Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2016.

ATTEST:

Clerk to the Board

Chairperson

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

P
Finance Officer

Vendor # 17444
Code # 114371 - 561100
Amount \$ _____
Approval _____

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

Application is hereby made by the Gaston Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Gaston Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Gaston Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:

Tina Bailey
Secretary

Rebecca C. Johnson
Commander

Date: 4/24/16

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Gaston Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2016.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # 2542
Code # 114371 - 560500
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Roanoke Wildwood Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of 2 FIRE TRUCKS and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Roanoke Wildwood Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Jason Nelson
Secretary

Robert K. Hildreth
President, Roanoke Wildwood Fire Dept.

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

Finance Officer

Vendor # 1246
Code # 114340 - 569310
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Gaston Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Pumper and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Gaston Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the 19 day of APRIL, 2016.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Kristen Clark
Secretary

Phil [Signature]
President, Gaston Fire Dept.

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

Finance Officer

Vendor # 1241
Code # 114340 - 569305
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Garvsburg Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Pumper + Tanker and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Garvsburg Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 30th day of April, 2016.

ATTEST:

Lela Ardy
Secretary

Hamilton & Dancie
President, Garvsburg Fire Dept.

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

Finance Officer

Vendor # 1245
Code # 114340-569309
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Jackson Fire Department, hereinafter called the Department.

Witneseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Mobile Equipment and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Jackson Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Murray Gordon
Secretary

[Signature]
President, Jackson Fire Dept.

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

Finance Officer

Vendor # 1243
Code # 114340-569307
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Lasker Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of 2 fire engines + 1 equipment truck and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Lasker Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Carolyn Outland
Secretary

Michael S.
President, Lasker Fire Dept.

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

Finance Officer

Vendor # 1244
Code # 114340-569308
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Rich Square Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of one fire engine and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Rich Square Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

William T. Rhee
Secretary

Louise Lassiter
President, Rich Square Fire Dept.

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

Finance Officer

Vendor # 1237
Code # 114340-569301
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Seaboard Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of all available equipment and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Seaboard Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

[Signature]
Secretary

[Signature]
President, Seaboard Fire Dept.

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

Finance Officer

Vendor # 1238
Code # 114340-569302
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Severn Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of a pumper & tanker or combo and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$3,850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Severn Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 22^d day of May, 20 16.

ATTEST:

Allen Taylor
Secretary

Bernis Ray Woodard
President, Severn Fire Dept.

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

Finance Officer

Vendor # 1242
Code # 114340-569306
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Woodland Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Tanker/Pumper and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Woodland Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the 5 day of May, 2016.

ATTEST:

[Signature]
Clerk to the Board

[Signature]
Chairperson, Board of Commissioners

This the 9 day of May, 2016.

ATTEST:

[Signature]
Secretary

[Signature]
President Woodland Fire Dept.

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

Finance Officer

Vendor # 1240
Code # 114340-569304
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Conway Fire Department, hereinafter called the Department.

Witneseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Pumper/TANKER and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$3,850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Conway Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Ronnie M. Mott
Secretary

Dennis L. Gann
President, Conway Fire Dept.

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

Finance Officer

Vendor # 1239
Code # 114340-569303
Amount \$ _____
Approval _____

Public Hearing- Fineline Industries Short-Term Lease

Chairwoman Greene recessed the regular session and convened a Public Hearing.

Mr. Gary Brown, EDC Director, conducted a public hearing for the purpose of receiving and hearing public comments in reference to the Fineline Industries Short-Term Lease.

Chairwoman Greene called for Board comments.

Mr. Joseph Barrett inquired about Paragraph 7 and Paragraph 13 of the agreement. County Attorney Scott McKellar clarified that Paragraph 7 Richard Lee will be responsible for the insurance and Paragraph 13 the indemnification is in favor of the County.

Chairwoman Greene called for public comments.

None were heard.

Chairwoman Greene closed the Public Hearing to enter into regular session.

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the recommendation coming from Mr. Brown in reference to Fineline Industries *(recommendation was to secure a decision of the Northampton County Board of Commissioners related to a proposed a short-term (five month) Lease between the Lee Family Trust and Northampton County for the property known locally as the Talon or Fineline building, located at 400 Cherry Street, Woodland, NC).* **Question Called:** *All present voting yes.* **Motion carried.**

It was noted that Michelle Nelson's name needed to be removed from the agreement as Clerk of the Board.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: Northampton County Board of Commissioners
 From: Gary Brown, Northampton County Economic Development Commission
 Date: July 26, 2016
 Subject: Short-Term Lease, Finline Building, Woodland, NC

PURPOSE:

To secure a decision of the Northampton County Board of Commissioners related to a proposed a short-term (five month) Lease between the Lee Family Trust and Northampton County for the property known locally as the Talon or Finline Building, located at 400 Cherry Street, Woodland, NC.

FACTS:

1. Pursuant to North Carolina General Statute 158-7.1 and 160A-279, the Northampton County Board of Commissioners have scheduled and advertised a public hearing to be held this Monday, August 1, 2016 at 10:05 a.m. and are now conducting that public hearing to receive and consider public comments regarding a proposed lease by the County of property known locally as the Talon or Finline Building located at 400 Cherry Street, Woodland, NC 27897.
2. The Northampton County Economic Development Commission proposes to lease the property from the current owner, the Lee Family Trust, for the sum of ten dollars (\$10.00) for a term not to exceed five (5) months. The proposed lease document (attached) was prepared by Mr. Scott McKellar, Northampton County Attorney.
3. During the term of the lease, Northampton County proposes to remove debris from the premises, make other modifications, and ultimately make determinations as to the potential for industrial reuse of the property
4. Debris removal and clean-up of the grounds will involve the utilization of trustee labor from the Northampton County Jail under the supervision of Sheriff Jack Smith and his designees, and the use of hired mowing services. Waste Industries has agreed to provide debris disposal services at no cost to the County.
5. The NCEDC will also evaluate potential interim repairs as may be necessary to secure the facility and will report findings to the Northampton County Manager,

Decision Paper: Short-Term Lease, Fineline Building, Woodland, NC
 July 26, 2016
 Page 2

CONCLUSION:

Should the County determine that sufficient industrial reuse potential exists, the Lee Family Trust may donate and the County may receive the property as a gift for the purpose of promoting industrial/commercial reuse of the property by tenants committing to make improvements to the property and create sustainable employment opportunities for area residents.

RECOMMENDATIONS:

Upon the satisfactory conclusion of the Public Hearing, staff recommends the Northampton County Board of Commissioners:

1. Approve the proposed lease agreement with the Lee Family Trust; and,
2. Authorize the Chair, the County Manager, the Finance Director, the County Attorney and other members of staff as appropriate to execute documents and procedures as may be necessary to implement the project.

ROUTED FOR CONCURRENCE/COMMENT TO:

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly Turner Non-Concur: _____
 Comment: I concur only with the approval
to Finance Officer.

Mr. Scott McKellar, Northampton County Attorney

Concur: Scott McKellar 7/27/2016 Non-Concur: _____
 Comment: NONE.

NORTH CAROLINA

LEASE AGREEMENT

NORTHAMPTON COUNTY

THIS LEASE AGREEMENT ("Lease"), made and entered into this 1st day of August, 2016, by and between **RICHARD D. LEE** and wife, **PAMELA H. LEE, Co-Trustees of the Lee Family Trust dated December 1, 2000** (the "Landlord") and **NORTHAMPTON COUNTY**, a body politic and corporate of the State of North Carolina (the "Tenant").

RECITALS

A. Landlord owns fee simple title to a certain parcel of real property located at 400 Cherry Street, Woodland, Northampton County, North Carolina 27897, bearing Northampton County Tax Parcel No. 06-01498, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), including all buildings, driveways and parking lots located thereon (the "Improvements", and collectively with the Property, the "Premises").

B. Landlord and Tenant desire that Tenant lease the Premises from the Landlord pursuant to the terms and conditions hereinafter set forth, and pursuant to and in furtherance of the foregoing, the parties desire to enter into this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby demises and lets to Tenant and Tenant hereby takes from Landlord the Premises for the term and upon the covenants, terms and conditions herein contained, and in connection therewith the parties agree as follows:

1. **TERM:** The term of this Lease shall be for a period not to exceed five (5) months commencing on August 1, 2016 and expiring at midnight on December 31, 2016. Notwithstanding anything contained in this Lease to the contrary, Tenant may terminate this Lease for any reason whatsoever upon thirty (30) days prior written notice to Landlord of its intention to terminate.

2. **RENT:** Tenant shall pay to Landlord, without any prior demand, and without any deductions or setoffs, during the Term of this Lease, a one-time payment of \$10.00 due within

thirty (30) days of the commencement date of the Term of this Lease.

3. **LANDLORD PERFORMANCE:** Upon the commencement of the Term of this Lease, Landlord shall deliver to Tenant exclusive possession of the Premises free of the tenancies of others.

4. **TENANT ASSUMES NO FURTHER OBLIGATION OR RESPONSIBILITY:** Except for the payment of rent required herein and those obligations which may be expressly set forth under the terms and provisions of this Lease, Tenant shall assume no further obligation or responsibility with respect to the Premises or to Landlord. Neither Tenant nor its officers, employees, agents or authorized representatives, shall assume any obligation or responsibility relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Premises, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed.

5. **STUDIES AND IMPROVEMENTS:** During the Term of this Lease, Tenant shall have the sole and exclusive right and discretion to make any studies, alterations, additions, or improvements to the Premises, without obtaining the consent of Landlord, for the purposes of future commercial reuse of the Property.

6. **TAXES AND ASSESSMENTS:** Landlord shall list and promptly pay when the same shall become due all ad valorem taxes, levies and assessments upon the Premises and any of its personal property located thereon.

7. **INSURANCE:** During the Term of this Lease, Tenant shall not be responsible for obtaining or maintaining any insurance for personal injury and/or property damage. Landlord may, at its sole discretion and expense, obtain and keep in full force and effect, personal injury and property damage insurance. Any such insurance secured by the Landlord shall name Tenant as an additional insured upon its written request and as its interest may appear from time to time, insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with Landlord's activities upon, in or about the Premises in such amounts as Landlord deems advisable.

8. **DEFAULT OF TENANT; REMEDIES:** If the Tenant fails to pay the required rental payment or neglect to do or perform any of its obligations and duties under this Lease, and such default continues for a period of fifteen (15) days after written notice from Landlord, the

Landlord, at its option, may declare this Lease to be terminated and may thereupon take immediate possession of the Premises without prejudice to any other right or remedy which it may have because of such default.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not, without the prior written consent of Landlord, sublet, assign or transfer this Lease or any portion of the Premises to any person, natural or corporate, whomsoever. The consent of Landlord to such assignment, subletting or transfer shall not be unreasonable withheld, conditioned or delayed.

10. **WAIVER:** Any waiver at any time of any breach of any condition of this Lease shall extend only to the particular breach so waived and shall not impair or affect the existence of such condition or the right of either party thereafter to avail itself of any remedies for any breach thereof subsequent to any such waiver. Failure or neglect of either party to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

11. **RIGHTS OF PARTIES:** Each and every provision of this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns as applicable. All provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and corporations, associations, partnerships, individual males or females, shall be deemed fully included, and the neuter pronouns shall be construed to mean masculine or feminine, singular or plural, where such construction is necessary to make any provisions of this Lease applicable to any person, persons, firms, corporation, association, thing or act at any time.

12. **NOTICES:** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight commercial courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notices, requests or other communications shall be considered given or delivered, as the case may be (a) on the date of hand delivery, (b) on the second (2nd) day following the date of deposit in the United States mail, or (c) on the next business day after the date of deposit with an overnight commercial courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior

written notice thereof to the other parties, a party hereto may from time to time and at any time change its mailing address hereunder:

If To Landlord: Richard D. Lee
P.O. Box 1435
Kings Beach, CA 96143-1435

If To Tenant: Gary Brown
Northampton County Economic Development Commission
P.O. Box 685
Jackson, NC 27845

13. **INDEMNIFICATION:** Landlord shall, to the fullest extent permitted by law, RELEASE, INDEMNIFY, DEFEND AND SAVE HARMLESS Tenant, and its agents, officers and employees from and against any and all liability, losses, damages, costs, claims, penalties, fines, damages, expenses, judgments and awards, including, without limitation, reasonable attorneys' fees actually incurred, arising out of any of the following:

(i) The use, improvement or alteration of the Premises and any accessory buildings located on the Property by Landlord.

(ii) Any injury to person or persons, including death resulting at any time therefrom, occurring through Landlord's use of the Premises and any accessory buildings located on the Property.

(iii) Any breach or default on the part of Landlord to perform or comply with any covenant or agreement required to be performed or complied with by Landlord hereunder, or any representation or warranty made by Landlord under this Lease that is or becomes false or inaccurate in any respect.

Notwithstanding the foregoing, Landlord shall have no responsibility for acts or omissions of Tenant or Tenant's agents, employees and invitees.

14. **NO JOINT VENTURE:** The relationship of the parties is that of Landlord and Tenant only and nothing in this Lease shall be construed as creating a partnership, joint venture, principal, agent or any other relationship.

15. **TIME:** Time is of the essence in this Lease and all provisions herein relating thereto shall be strictly construed.

16. **APPLICABLE LAW:** This Lease shall be construed, performed and enforced in accordance with the laws of North Carolina.

17. **SEVERABILITY:** In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Lease and the performance hereof are not adversely affected by the elimination of such provision(s).

18. **COUNTERPARTS:** This Lease may be executed in one or more counterparts, including facsimile counterparts, and all such executed counterparts shall contain one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

19. **HEADINGS:** The paragraph headings used herein are for convenience of reference only and shall not be considered to limit or construe the context or substantive terms of this Lease.

20. **CONSTRUCTION:** Landlord and Tenant acknowledge and agree that each party has read this Lease. The parties hereto further acknowledge and agree that each party has had the opportunity to consult with and obtain legal advice and counseling from an attorney in relation to each and every provision of this Lease, and each party acknowledges and agrees for itself it has either availed itself of that opportunity or has knowingly and willfully declined such representation. Therefore, the language used in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party.

21. **POWER AND AUTHORITY:** Each of the parties to this Lease represent and warrant that it has full power and authority to enter into, execute, deliver and perform this Lease, and that all approvals, consents and/or resolutions required for the execution of this Lease have been obtained.

22. **RIGHT OF ENTRY AND INSPECTION:** The Tenant at any time during the Term shall permit inspection of the Premises, during reasonable hours, by the Landlord or the Landlord's agent.

23. **CONDEMNATION:** If the whole or any part of the Premises, or means of access thereto, shall be condemned or sold under threat of condemnation, and such condemnation shall render the Premises unsuitable for the Tenant's intended use, as determined in Tenant's sole discretion, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord, said notice to be given within fifteen (15) days of such casualty or taking.

24. **FUTURE CONVEYANCE:** Upon the Tenant's satisfactory performance under this Lease, and the Tenant's sole determination that the Premises has future industrial redevelopment potential, the Landlord hereby expresses the intent to convey the Premises by fee simple title to the Tenant for no monetary consideration to the Tenant, subject to the Landlord's reservation of a forty (40) foot road right-of-way extending from the end of Cherry Street across the subject parcel to other adjoining parcels owned by the Landlord. The parties hereby express the intent to effect such conveyance not later than December 31, 2016.

25. **ENTIRE AGREEMENT:** The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. This Lease embodies all of the understandings and agreements of the parties and the terms hereof shall not be changed or varied except by written instrument signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have each executed or caused this Lease Agreement to be executed by their duly authorized representatives in the manner prescribed by law as of the day and year first above written.

[Signatures and Notary Acknowledgments on Following Pages]

LANDLORD:

 Richard D. Lee, Co-Trustee of the Lee
 Family Trust dated December 1, 2000

 Pamela H. Lee, Co-Trustee of the Lee
 Family Trust dated December 1, 2000

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that **Richard D. Lee and Pamela H. Lee** (the "Signatories"), **Co-Trustees** (title) of the **Lee Family Trust dated December 1, 2000**, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument.

I certify that the Signatories personally appeared before me the day, and (check one of the following):

- _____ (I have personal knowledge of the identity of the Signatories); or
 _____ (I have seen satisfactory evidence of the Signatories' identities, by current or state or federal identifications with the Signatories' photographs in the form of: (check one of the following)
 _____ a drivers license or _____ in the form of _____); or
 _____ (a credible witness has sworn to the identity of the Signatories).

The Signatories acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and notarial stamp or seal this _____ day of _____, 2016.

 Notary Public (signature)

 Notary Public (print/type)

My Commission Expires: _____
 [NOTARY PUBLIC SEAL/STAMP]

TENANT:

ATTEST:

NORTHAMPTON COUNTY:

Michelle Nelson
Clerk to the Board of Commissioners

Fannie P. Greene
Chair, Board of Commissioners

STATE OF NORTH CAROLINA

NORTHAMPTON COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Michelle Nelson came before me this day and being by me sworn, says she knows the corporate seal of Northampton County and is acquainted with Fannie P. Greene, who is the Chair of the Northampton County Board of Commissioners, and that she, Michelle Nelson, is the Clerk to the Northampton County Board of Commissioners, and that she saw the Chair sign the foregoing Lease Agreement and affix the corporate seal of Northampton County to it with the specific intent that it is executed as an instrument under seal, and that she, Michelle Nelson, signed her name in attestation of the execution of the instrument in the presence of the Chair, and that the foregoing Lease Agreement is the act of Northampton County.

Witness my hand and notarial stamp or seal this ____ day of _____, 2016.

Notary Public (signature)

Notary Public (print/type)

My Commission Expires: _____
[NOTARY PUBLIC SEAL/STAMP]

EXHIBIT A

That certain tract or parcel of land containing 14.248 acres, more or less, as shown on plat of survey entitled "Plat Showing Properties Proposed for Conveyance to Fineline Industries, Inc., Cherry Street, Woodland, N.C., Talon Building Site", by Burr & Associates, P.A., and recorded in Map Book 33, Page 24, Northampton County Registry. Designated as Northampton County Tax Parcel Number 06-01498. Being the same property conveyed to Fineline Industries, Inc. (predecessor in interest to Fineline Industries, LLC) by deed recorded in Book 924, Page 802, Northampton County Registry.

Chairwoman Greene recessed Regular Session and convened a Board of Equalization and Review.

Chairwoman Greene closed the Board of Equalization & Review and reconvened Regular Session.

Motor Vehicle Refunds:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$988.32 on 24 appeals.

A motion was made by Robert Carter and seconded by Chester Deloatch that the motor vehicle refunds be approved as submitted. **Question Called: All present voting yes. Motion carried.**

Robert Carter noted at the last meeting minutes where Mrs. Cathy Allen indicated it was a Board decision whether to bring any refund less than \$100 to Board.

The Board discussed giving the Finance Officer and County Manager the authority to refund motor vehicles less than \$100.

Mrs. Allen reminded the Board that the refund is public records and they still have to come before the Board for approval.

Robert Carter recommended, for transparency sake, that all refunds be brought before the Board.

A motion was made by Robert Carter and seconded by Joseph Barrett to have Tax Department continue to submit all refunds to this Board for transparency. **Question Called: All present voting yes. Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals
Motor Vehicle Refunds

DT: July 26, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$988.32** on twenty-four (24) appeals.

FACTS: Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

DISCUSSION: G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

CONCLUSION: The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____
DISAPPROVED _____
OTHER _____

SIGNATURE & DATE: _____

Board of Equalization and Review:

Chairwoman Greene recessed Regular Session and convened a Board of Equalization and Review.

Appeals of Value:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding: Appraised value of Parcel Number 06-0191, owned by Linbergh Mitchell, from \$9,996 to \$1,000 due to land not perking.

Mr. Joseph Barrett questioned the significant drop of value. Mr. Avery Davis stated its raw land that cannot be used for building-maybe a garden.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve of the reduced appraised value of Parcel Number 06-01918 from \$9,996 to \$1,000. **Question Called:** **All present voting yes. Motion carried.**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding appraised value of Parcel Number 05-00026, owned by FF Pleasant Hill LLC, from \$456,513 to \$180,679 for the year 2016 due to condition of the property.

Mr. Avery Davis stated the owner asked Dominion Power to remove all lines from the building.

A motion was made by Chester Deloatch and seconded by Robert Carter to accept the recommendation from Mr. Davis to approve of the reduced appraised value of Parcel Number 5-00026 from \$456,513 to \$180,679. **Question Called:** **All present voting yes. Motion carried.**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding appraised value of Parcel Number, owned by Kidd, Billie, & Queen E., 04-03020 from \$9,996 to \$1,000 due to land not perking.

A motion was made by Robert Carter and seconded by Joseph Barrett that this Board approve the recommendation coming from the Tax Department to adjust the value from \$9,996 to \$1,000 for the year 2016. **Question Called:** **All present voting yes. Motion carried.**

Appeal of Deferred Valuation:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain a decision as to if the parcel of land transferred per deed book 1014 page 204 meets the requirements for Present Use Assessment.

Mrs. Allen stated Mr. Lewis Vincent could not attend today's meeting but sent a packet of information to be viewed by the Board.

Mr. Avery Davis stated that Parcel 01-01978 of land transferred per deed book 1014 page 204 does not meets the requirements for Present Use Assessment.

A motion was made by Robert Carter and seconded by Joseph Barrett that this Board upholds the appeal provided to us by the Tax Department that Mr. Vincent's appeal be denied due to the parcel not meeting size requirements per GS 105-277.3. **Question Called:** *All present voting yes.* **Motion carried.**

Chairwoman Greene adjourned the Board of Equalization & Review and reconvened Regular Session.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

PROPOSAL PAPER

TO: NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW

FM: Cathy Allen, Tax Administrator

RE: Appeals of real property

DT: June 27, 2016

PURPOSE: To obtain the Board's action concerning the assessed value of the attached parcels.

FACTS: Attached are appeals that the appellants have requested the Tax Assessor to make on their behalf.

DISCUSSION: The Assessor received an informal valuation request from these taxpayers prior to the May 16, 2016 deadline. However, the appraiser(s) did not visit these properties until after the deadline; therefore, now requiring a decision from this board.

CONCLUSION: Please act on each individual appeal.

Parcel 06-01918, owned by Lindbergh Mitchell located on the north side of NC 308 HWY.

After an onsite review of this parcel on May 24, 2016, the appraiser saw a need to adjust the assessed value of this parcel to be assessed in line with other similar parcels.

The reason for the adjustment is due to the fact this parcel will not perk

Mr. Mitchell agreed to the new value (See Attached Letter)

The Tax Office recommends that the Board of Equalization and Review approve the change of the assessed value of parcel 06-01918 from \$9,996 to \$1,000 for the year of 2016.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

Avery Davis

From: chris.deberry@nhcnc.net
Sent: Tuesday, May 17, 2016 9:02 AM
To: avery.davis@nhcnc.net
Cc: john.white@nhcnc.net
Subject: follow up on a couple of parcels you discussed last week
Attachments: mitchell, lindbergh.rtf

1) ~~Parcel #0601629~~ was visited and found to have a septic system. The septic tank location was readily apparent. However I did not take the time to probe out the drain lines. In fact, Mr. Joe Davis was at the property the day I stopped. It was explained to Mr. Davis that future habitation on the site would likely require upgrading the septic system. ~~No record of the initial septic system has been found in our files (likely installed in the 40's or 50's)~~

2) Parcel #0601918 (Lindburgh Mitchell) was initially turned down for a septic permit due to the presence of a high water table (Oct 7, 2015). Later Mr. Mitchell hired a private soil scientist who designed a system for Mr. Mitchell. A permit was issued to Mr. Mitchell based on the soil scientist's report, however, Mr. Mitchell found the septic system was too expensive for the property. Review of the soil scientist's report has since brought into question whether a permit should have been issued. Therefore, Mr. Mitchell's septic permit based on the soil scientist's report has been suspended.

Thanks

Chris DeBerry



NORTHAMPTON COUNTY

Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

June 1, 2016

MITCHELL, LINDBERGH
412 MITCHELL LANE
PO BOX 129
RICH SQUARE, NC 27869

Dear Property Owner,

I am writing in reference to your parcel number 06-01918 of which MITCHELL, LINDBERGH owns 100%. This parcel is known as the WATSON DREW tract and has a physical address of 1169 NC 308 HWY. Your account number is 100953.

Upon your request, I have reviewed the above parcel. The Tax Office recommendation to the Board of Equalization and Review will be to change the value of parcel number 06-01918 from \$9,996 to \$1,000 for 2016. This value represents 100% of the value assessed to this parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

If you would like for the Tax Office to appeal on your behalf to the Board of Equalization and Review with the above recommendation please sign and return this letter in the enclosed envelope within 15 days (June 16, 2016) of this letter.

Lindbergh Mitchell

Date 6/6/16

If you do not return this letter an appointment will be made and you will be notified of the date and time for your appearance before the Board of Equalization & Review.

Sincerely,

AVERY L. DAVIS
Chief Appraiser

Parcel 05-00026, owned by FF Pleasant Hill LLC, located at 4427 US 301 HWY, Pleasant Hill, NC.

After an onsite review of this parcel on May 16, 2016, Mr. Davis consulted with the Northampton County Building Inspectors; the appraiser saw a need to adjust the assessed value of this parcel to be assessed in line with other similar parcels.

The reason for the adjustment is due to the outside condition of the building observed by Mr. Davis, and inside condition of the building observed by the Building Inspectors.

FF Pleasant Hill LLC agreed to the value (See Attached Letter)

The Tax Office recommends that the Board of Equalization and Review approve a change in the assessed value from \$456,513 to \$180,679 on parcel 05-00026 for the year of 2016.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____



NORTHAMPTON COUNTY

Tax Department

Post Office Box 637, 104 Thomas Bragg Drive
Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

June 1, 2016

RECEIVED

FF PLEASANT HILL LLC & OTHERS
C/O WILL CLARK, ALTUS GROUP
310 25TH AVE N. SUITE 305
NASHVILLE, TN 37203

JUN 09 2016

Altus Group Nashville

Dear Property Owner,

I am writing in reference to your parcel number 05-00026 of which FF PLEASANT HILL LLC & OTHERS owns 100%. This parcel is known as the LUCAS TRACT 1 tract and has a physical address of 4427 US 301 HWY. Your account number is 127655.

Upon your request, I have reviewed the above parcel. The Tax Office recommendation to the Board of Equalization and Review will be to change the value of parcel number 05-00026 from \$456,513 to \$180,679 for 2016. This value represents 100% of the value assessed to this parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

If you would like for the Tax Office to appeal on your behalf to the Board of Equalization and Review with the above recommendation please sign and return this letter in the enclosed envelope within 15 days (June 16, 2016) of this letter.

W-CLB

Date 6/09/16

If you do not return this letter an appointment will be made and you will be notified of the date and time for your appearance before the Board of Equalization & Review.

Sincerely,

AVERY L. DAVIS
Chief Appraiser

PROPOSAL PAPER

TO: NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW

FM: Cathy Allen, Tax Administrator

RE: Billie & Queen E, Kidd Appeal of parcel 04-03020

DT: June 27, 2016

PURPOSE: For the Board of Equalization and Review to either confirm or reduce the appraised value of parcel 04-03020.

FACTS: Mr. Kidd has appealed the assessed value of \$9,996 on parcel 04-03020, known as GARRIS HEIRS TRACT D, which is located on the east side of US 301 Hwy, per a letter dated April 26, 2016. (See attached letter)

Mr. Kidd presented evidence to the Tax Assessor but he did not give the Tax Office his opinion of value for parcel 04-03020.

Mr. Kidd's evidence was failed perk test (see attached)

Mr. Avery Davis, Northampton County Chief Appraiser, made a personal visit to this property on May 16, 2016. Mr. Davis informed Mr. Kidd that he found reasons to adjust the value of parcel 04-03020 from \$9,996 to \$1,000 per letter dated June 1, 2016.

DISCUSSION: Pursuant to North Carolina General Statute Section 105-287, in a year in which a general reappraisal of real property in the county is not made (the effective date for the last general reappraisal for Northampton county is January 1, 2015), the Tax Assessor cannot decrease or increase the appraised value of real property except to:

- a) Correct a clerical error,
- b) Correct an appraisal error resulting from a misapplication of the schedules, standards and rules used in the last appraisal,
- c) Recognize a decrease or increase resulting from conservation or preservation agreement,
- d) Recognize a decrease or increase resulting from a physical change to the land or improvements,
- e) Recognize a decrease or increase resulting from a legally permitted use, or

- f) Recognize a decrease or increase from a factor other than normal, physical depreciation of betterments, repainting buildings, soil conservation, landscape gardening, forest fire protection and impounding water for non-commercial purpose to preserve natural habitat.

Parcel 04-03020 does not perk; therefore an adjustment was needed to reflect this fact.

CONCLUSION: The Tax Office saw reasons to adjust the value of parcel 04-03020.

RECOMMENDATION: I, therefore recommend that the Board adjust the value of parcel 04-03020 from \$9,996 to \$1,000 for the year of 2016, due to the parcel's inability to perk.

Cc: dp04-03020

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



May 14, 2015

Re: Application for improvement permit for parcel #0403020 property site Northampton County.

Dear Ms. Kidd:

The Northampton County Health Department, Environmental Health Division on May 13, 2015 evaluated the above-referenced property at the site designated on your improvement permit application. According to your application the site is to serve a three bedroom residence with a design wastewater flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 including related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule. 1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED**. A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☒ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☒ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☐ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☒ Other (Rule .1937(d)) The applicant shall make the site accessible for an exvaluation.

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE**.

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N.C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

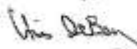
You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, N.C. 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 431-3000 or from the OAH web site at <http://www.oah.state.nc.us/hearings/>. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N.C. General Statute 130A-335 (g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER**. The date of this letter is May 14, 2015. Meeting the 30 day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N.C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, N.C. 27699-1601. Do NOT send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will NOT satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,



Chris DeBerry, Environmental Health Specialist,
Northampton Co. Health Dept.

POSITION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy Allen, Tax Administrator

RE: Appeal of deferred taxes by Mr. Lewis Vincent appealed on behalf of Thomas Vincent and Others on part of parcel 01-01978 per deed book 1014 page 204

DT: June 27, 2016

PURPOSE: To obtain the Board's decision as to if the parcel of land transferred per deed book 1014 page 204 meets the requirements for Present Use Assessment.

FACTS: Thomas Vincent and Others transferred ownership of 10.05 acres of parcel 01-01978 to Mr. David E. Robinson per deed book 1014 page 204. This parcels land consent of 1 acres home site, 8.82 acres of cleared land and .20 acres of woodland. This new parcel does not meet the agriculture minimum size requirements. Thomas Vincent and Others along with Mr. Robinson were informed by a letter dated June 6, 2016 that this new parcel does not met the size requirements and that the roll back amount of \$830.25 (which was good thru the month June 2016)

Mr. Vincent made a written appeal to the Board on June 10, 2016.

105-277.3. Agricultural, horticultural, and forestland – Classifications (1) states "Agricultural land. - Individually owned agricultural land consisting of one or more tracts, **one of which satisfies** the requirements of this subdivision. For agricultural land used as a farm for aquatic species, as defined in G.S. 106-758, the tract must meet the income requirement for agricultural land and must consist of at least five acres in actual production or produce at least 20,000 pounds of aquatic species for commercial sale annually, regardless of acreage. For all other agricultural land, **the tract must meet the income requirement for agricultural land and must consist of at least 10 acres that are in actual production.** Land in actual production includes land under improvements used in the commercial production or growing of crops, plants, or animals."

A separate application is needed for each form of ownership and each tract.

DISCUSSION: Thomas Vincent and Others transferred the ownership of 10.05 acres of parcel 01-01978 to Mr. Robinson.

Mr. Robinson's parcel does not meet the size requirements for Present Use Assessment.

CONCLUSION: Ownership of 10.05 acres of the parcel 01-01978 has changed; therefore this parcel does not qualify for Present Use Assessment.

The deferred taxes became due and payable when the land failed to meet any condition or requirement for classification. The tax for the fiscal year that opens in the calendar year in which deferred taxes become due is computed as if the land had not been classified for that year, and taxes for the preceding three fiscal years that have been deferred are immediately payable, together with interest as provided in G.S. 105-360 for unpaid taxes.

RECOMMENDATION: Board of Commissioners denies Thomas Vincent and Others' appeal due to the parcel not meeting size requirement per GS 105-277.3.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

Jun 10 16:05:44p

Lewis Vincent

434-577-2760

p.1

Thomas Lewis Vincent**P.O. Box 56****Gaston, N.C. 27832**tlwsvncnt@netscape.com

434-577-2760

252-308-7129

June 10, 2016

Avery L Davis
Chief Appraiser

In response to your letter dated June 9th, we did not and are not asking for special use for Davids 10 acres, we know that is not possible, to begin with he only wanted 1 acre, but because of Northhamptons crazy rules had to have 10 acres.

We did not sell it so why should we have to pay roll back taxes. As crazy as I am I understand if we sell it we have to pay the taxes. He is family, we gave him the old home place to fix up and restore, and yes, I am sure you will increase the taxes on that also.

If you cannot resolve this in your office then we will have to get an appointment and go before the commissioners.



Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to seek approval to cancel the scheduled Northampton County Board of Commissioner's Meeting on August 15, 2016 at 6:00 p.m.

The Board noted that the cancellation should be advertised in the newspapers for the public to be aware and regular attendees notified.

A motion was made by Chester Deloatch and seconded by Robert Carter to approve that the cancellation be accepted. **Question Called: All present voting yes. Motion carried.**

Ms. Kimberly Turner, County Manager, appeared before the Board to seek approval to cancel the scheduled Commissioner/Mayors Meeting on August 29, 2016 at 7:00 p.m. due to the fact that we do not have a permanent clerk in place.

There was a Board consensus to cancel the Commissioner/Mayors meeting.

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard.

Chairwoman Greene called for Board Comments.

None were heard.

A motion was made by Robert Carter and seconded by Joseph Barrett to recess regular session to enter into a closed session for the purpose of G.S. 143-318.11(a)(4) for an EDC Report and G.S. 143-318.11(a)(3) for the County Attorney's Report. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene called for a 5 minute break.

Closed Session G.S. 143-318.11(a)(4); and G.S. 143-318.11(a)(3):

A motion was made by Chester Deloatch and seconded by Robert Carter to adjourn closed session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Chester Deloatch and seconded by Robert Carter to reconvene regular session. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene mentioned the 5K Run on September 24, 2016 that's being held in Garysburg, NC.

Chairwoman Greene also mentioned the invite by REA for Annual Day on August 27, 2016 being held in Ahoskie NC.

A motion was made by Chester Deloatch and seconded by Robert Carter to adjourn. **Question Called: All present voting yes. Motion carried.**

Komita Hendricks, Recording Secretary
"r.m. 08-01-16"

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 2

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Closed Session Minutes for August 1, 2016 (omitted)

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 3

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Agenda for September 7, 2016

Komita Hendricks

3 Approval of Agenda for September 7, 2016

The Northampton County Board of Commissioners will meet in Regular Session on Wednesday, September 7, 2016 at 10:00 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for August 1, 2016
2		Approval of Closed Session Minutes for August 1, 2016
3		Approval of Agenda for September 7, 2016
4	10:05	Dr. Jimmy Tate, President, Roanoke-Chowan Community College
5	10:10	Mr. Steve Ward, Ward Cemetery Services Removal of Graves Peele-Bridgers Cemetery
6	10:25	Ms. Leslie Edwards, Finance Director 1) Budget Amendments 2) Audit Contract
7	10:35	Mrs. Cathy Allen, Tax Administrator Motor Vehicle Refunds
8	10:40	Mrs. Joslyn Debraux- Reagor, Aging Director 1) Request Public Hearing for ROAP 2) Approval of CPTA MOU 3) Appointments to HCCBG Board
9	10:50	Mr. William Flynn, Zoning Director 1) Request for Public Hearing for Rezoning 2) Request for Public Hearing for Amendment to Zoning Ordinance 3) Planning Board Appointments
10	11:00	Mr. Jason Morris, Public Works Director 1) Introduction of New Employee 2) Scrap Tire Disposal Contract 3) Water Bulk Rate Increase for Warren County
11	11:15	Mr. Surapon Sujjavanich, Architects, PA Old DSS Building Renovations Project
12	11:30	Ms. Kimberly Turner, County Manager

Management Matters

- | | | |
|----|-------|---|
| 13 | 11:35 | Citizens/Board Comments |
| 14 | 12:05 | Closed Session
G.S. 143-318.11(a)(6)-Personnel |
| | 12:15 | Adjourn |

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 4

Agenda Time: 10:05

Presenter and/or Subject Matter:

Dr. Jimmy Tate, President
Roanoke-Chowan Community College

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 5

Agenda Time: 10:10

Presenter and/or Subject Matter:

Mr. Steve Ward, Ward Cemetery Services

Removal of Graves-Peele Bridgers Cemetery

Komita Hendricks

5 Removal of Graves

The Relocation of
The Peele-Bridgers Cemetery
For Robert and Pam Collier

Location:
Collier Road Approximately 800 feet
South of Bridger Road near
Lasker, NC

Contractor:
Steve Ward
Ward Cemetery Services
PO Box 703
Battleboro, NC

AFFIDAVIT OF PUBLICATION

*This is not an invoice***Roanoke-Chowan News-Herald**Post Office Box 1325
Ahoskie, North Carolina 27910

IN ACCOUNT WITH

Steve Ward
Ward Cemetery Services
PO Box 703
Battleboro, NC 27809

Date	Description	Words	Rate
8/11/2016	Legal Notice - Tax Parcel Number 07-00262	79	Flat Rate
Attorneys placing legal advertising are held responsible for payment. All statements payable 10 days after billing. Additional copies of this notice will be furnished except upon payment of fee of \$20.00.			

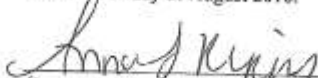
NORTH CAROLINA
NORTHAMPTON COUNTY

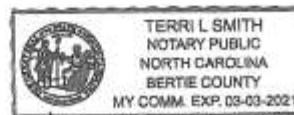
AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared the undersigned representative who being duly sworn, deposes and says that he (she) is an employee or other officer authorized to make this affidavit of Roanoke-Chowan Publications, LLC, engaged in the publication of a newspaper known as the Roanoke-Chowan News Herald, issued and entered as second class mailing in the Town Ahoskie, N.C., in said county and state; that he (she) is authorized to make this affidavit and sworn statement; and the notice or other legal advertisement, a true copy of which is attached hereto, was published in the Roanoke-Chowan News-Herald on the following date

July 21 & 28, 2016 and August 4 & 11, 2016

And that the said newspaper in which such notice, paper, document or legal advertisement was published was at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This the 11th day of August 2016.

 (Signature of representative making affidavit)
Sworn to and subscribed before to me this 11th day of August 2016.

 (Notary Public)


County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the Notice that is at least ten (10) days, but no more than ninety (90) days, after the sale date contained in the Notice of Sale, provided that the mortgagor has not cured the default at the time the tenant provides the Notice of Termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of such termination.

Legal Notice

In the matter of the intention for the removal and reinterment of approximately eight to ten graves, of which four have markers located on Collier Road approximately 800 feet South of Bridger Road. The Cemetery is located on Farm land with the Northampton County tax Parcel number 07-00262.

Anyone having information about these graves or the next to kin please contact Steve Ward at (252) 903-5621

Steve Ward
Ward Cemetery Services
P.O. Box 703
Battleboro, NC 27809

ADMINISTRATOR'S/ EXECUTOR'S NOTICE

IN THE
GENERAL
COURT OF
JUSTICE
SUPERIOR COURT
DIVISION

STATE OF
NORTH
CAROLINA
NORTHAMPTON
COUNTY

Having qualified as Administrator of the Estate of Samuel James Kee Sr., late of Northampton County, North Carolina, hereby notified all persons having

above-named Administrator.

This is the 11th day of August, 2016.

Bradley A. Elliott,
Administrator
928 Roanoke Avenue
P. O. Drawer M
Roanoke Rapids, NC 27870

ALS M3062223

IN THE GENERAL
COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 08 CVS 254

NORTH CAROLINA

SOF NC 27963

DATE OF SALE: August 19, 2018

TIME OF SALE: 10:30 A.M.

LOCATION OF SALE: BERTIE
County Courthouse

RECORD OWNER(S): Walter Freeman and Gloria D. Freeman

TERMS OF THE SALE:

(1) This sale will be made subject to: (a) all prior liens, encumbrances, easements, right-of-ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes

Line Ads & Display Ads Av

SERVICE DIRECTORY 2016

Roanoke-Chowan
News-Herald

TO SIGN UP FOR YOUR SPOT IN THE NEW SERVICE
Call Anne Phipps: 252-332-7302 or
email: anna.phipps@news.com

Carpentry

Wiggins Carpentry
Roofing Painting
Remodeling Decks, etc
252-395-1304

Grading & H

Bulldozer/E

Lot/Land
Clearing & Grading

Electrical Se

Advertise
Your Business
Here!

Air Condition & Heating

Brickwork & Masonry

Cleaning Services

Peele - Bridgers Cemetery

Lasker, Northampton County, NC

Relationship with Franklin Bridgers:

Albert Wingate Barnes 3017 W CLINTON ST TAMPA, FL. 33614-3438 Phone # 813-935-2430	Great-grandson
Thomas Sheldon Barnes 20 Kendrick Ave Verona, Va 24482-9757 Phone # 540-248-3115	Great-grandson
Wayne Futrell 9651 US Highway 258 Murfreesboro, NC 27855-9465 Phone # 252-398-4703	Great-grandson
John Sullivan Futrell, Jr. P.O. Box 29 Woodland, NC 27897-0029 Phone # 252-587-0321	Great-grandson
Wilson Wheeler Gibbs 154 Rd Ponderosa Lowland, North Carolina 28552 Phone # 252-794-1363	Great-grandson
William Randolph Futrell 110 W Calhoun St Jackson, NC 27845 Phone # 252-534-6571	Great-grandson
Perry Lee Collier 402 Spruce St Woodland, NC 27897 Phone # 252- 587-6151	Grandson
David Keith Britton Lasker Golf Course Woodland, NC 27897 Phone # 252-539-2372	Great-grandson
Dorothy Johnson Harcom 146 Songbird Trl Yorktown, VA 23692-6172 Phone # 757-890-9161	Great-granddaughter

Cynthia Ann Askew
102 South St
Lasker, NC 27845-9752
Phone # 252-539-2581

Great-granddaughter

Wilson Wheeler Gibbs
154 Ponderosa Rd
Lowland, NC 28552-9649
Phone # 252-745-5429

Great-grandson

Dorothy Hoggard Turner
2608 W 18th Ave
Emporia, KS 66801-6108

Great-granddaughter

Clemmon Windfield Bridgers, Jr
210 Brinkleyville Rd
Ahoskie, NC 27910-8216
Phone # 252-332-5872

Great-grandson

Betty Howell Strickland
287 Graham Pond Rd
Angier, NC 27501-8764
Phone # 919-894-8773

Great-Granddaughter

John Michael Howell
1953 Quail Ridge Rd
Greenville, NC 27858-5599
Phone # 252-756-0519

Great-grandson

Mary Strickland Duke
6763 NC Highway 305
Jackson, NC 27845-9623

Granddaughter

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Albert W. Barnes 6/16/16
 Signature Date

Please update if needed:

Albert Wingate Barnes _____
 3017 W. Clinton St. _____
 Tampa, FL 33614-3438 _____
 (813) 935-2430 _____

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
() No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Wayne Futrell 6/25/16
Signature Date

Please update if needed:

~~Wayne Futrell~~
~~9651 US Highway 258~~
~~Murfreesboro, NC 27855-9465~~
~~(252) 398-4703~~

Wayne Futrell
845 ~~Highway~~ Indian Branch Rd
Murfreesboro, NC 27855-9398
252 398-4331 Home
252 398 7981 cell

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.


 Signature

6/20/16
 Date

Please update if needed:

John Sullivan Futrell, Jr. _____

PO Box 29 _____

Woodland, NC 27897-0029 _____

(252) 587-0321

(252) 587-5871

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897


Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

(☒) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

() No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Signature  Date 6/16/16

Please update if needed:

William Randolph Futrell
~~110 W. Calhoun St.~~
 Jackson, NC 27845
 (252) 534-6571

Po Box 768

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Perry Collier, Jr. Power of Attorney
Perry Collier, Sr. *6/14/2016*
 Signature Date

Please update if needed:

Perry Lee Collier

402 Spruce Street

Woodland, NC 27897

(252) 587-6151

P.O. Box 237

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

David Keith Britton 6/15/16
 Signature Date

Please update if needed:

David Keith Britton _____
 998 Lasker Golf Course _____
 Woodland, NC 27897 _____
 (252) 539-2372 _____

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery *with the*
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery. *under-*

Dorothy J. Harcum
Signature

6/17/2016
Date

*standing that
I will be satisfied in
sufficient time to be
there for disinterment
and reinterment of
the graves.*

Please update if needed:

Dorothy Johnson Harcum ^u HARCUM
 146 Songbird Trail _____
 Yorktown, VA 23692-6172 _____
 (757) 890-9161 _____

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- (☒) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
 () No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Cynthia Ann Askew 6/15/16
 Signature Date

Please update if needed:

Cynthia Ann Askew
 102 South Street
 Lasker, NC 27845-9752
~~(252) 539-2381~~

538-2014 (H)
536-8397 (C)

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
- ☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Signature Dorothy Haggard Jones Date 6/16/16

Please update if needed:

Dorothy Hoggard Turner
2608 W. 18th Avenue
Emporia, KS 66801-6108
Phone # 620-343-2011

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

 6/15/2016
 Signature Date

Please update if needed:

Clemmon Windfield Bridgers, Jr.

210 Brinkley Road

Ahoskie, NC 27910-8216

(252) 332-5872

210 Brinkleyville Rd

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- ☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

 6/15/16
 Signature Date

Please update if needed:

Betty Howell Strickland
 287 Graham Pond Road
 Angier, NC 27501-8764
 (919) 894-8773

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

(☒) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

(☐) No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

John Michael Howell 6/30/16
 Signature Date

Please update if needed:

John Michael Howell

1663 Chatham Way

Greenville, NC 27834

(252) 341-6648

Robert & Pamela Collier
2705 NC Highway 35
Woodland, NC 27897

Mr. & Mrs. Collier,

I am in receipt of your letter explaining your reasons for needing to relocate the Peele-Bridgers Cemetery on the Collier Farm at 762 Collier Road in Woodland. The request was for me to sign and date giving my consent for the Peele-Bridgers Cemetery to be relocated to the far right corner at the back of the lot. This request is being made of me, because records show that I have a loved one buried in this cemetery.

Please find my response below:

- (☒) Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.
(☐) No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.

Mark by Mary Duck 7-12-16
Signature Date
Witnessed by Sandra L. Duck daughter

Please update if needed:

Mary Strickland Duck
6763 NC Highway 305
Jackson, NC 27845-9623
Phone #

Mary Strickland Duck

Robert & Pamela Collier
 2705 NC Highway 35
 Woodland, NC 27897

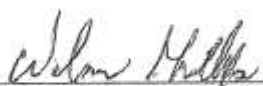
Mr. & Mrs. Collier,

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Please find my response below:

☒ Yes, I have read, understand and give my consent to relocate Peele-Bridgers Cemetery.

☐ No, I have read, understand, but do not give my consent to relocate Peele-Bridgers Cemetery.


 Signature

7, 7, 16
 Date

Please update if needed:

Wilson Wheeler Gibbs

154 Ponderosa Rd.

Lowland, NC 28552

(252) 474-6810

BK:01017 PG:0378

FILED Aug 22, 2016 04:23:52 pm FILED
 BOOK 01017 NORTHAMPTON
 PAGE 0378 THRU 0381 COUNTY NC
 INSTRUMENT # 01637 ROBIN WILLIAMS
 RECORDING \$26.00 REGISTER
 EXCISE TAX \$48.00 OF DEEDS
 LAH

This certifies that there are no delinquent ad valorem real estate taxes, which the Northampton County Tax Collector is charged with collecting, that are a lien on: Parcel ID #s 07-00262 (Northampton County Office of Land Records) This is not a certification of the Northampton County Office of Land Records that the Parcel ID # matches the deed description.

8/22/16
 Date

Brenda Ridley / Tax Assistant
 Tax Collector/Chief Tax Collector/Tax Assistant

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$48.00

Mail/Box to: Robert L. Collier, 2705 NC Hwy 35, Woodland, NC 27897

This instrument was prepared by: Charles M. Slade, Jr., Attorney at Law – NO OPINION ON TITLE IS RENDERED BY CHARLES M. SLADE, JR. WITHOUT A SEPARATE WRITTEN OPINION ON TITLE FROM CHARLES M. SLADE, JR.

Brief description for the Index: 28.248 acres, Roanoke Township

THIS DEED made this 18th day of August, 20 16, by and between

GRANTOR

GRANTEE

Perry Lee Collier, Jr., Administrator of the Estate of
 Jimmy Greene Collier

Betty H. Strickland, Executor of the Estate of
 Doris Sitterson

Betty H. Strickland, unmarried

Perry Lee Collier, Sr., unmarried

Robert L. Collier and wife,
 Pamela R. Collier
 2705 NC Hwy 35
 Woodland, NC 27897

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include Singular, plural, masculine, feminine or neuter as required by context.

④ R.F. 26.00
 R.S. 48.00

BK:01017 PG:0379

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple that certain tract or parcel of land situated in the Roanoke Township, Northampton County, North Carolina and more particularly described as follows:

That certain lot or parcel of land located in the southwest corner of the intersection of NCSR 1515 (Collier Road) and NCSR 1511 (Bridgers Road) in Roanoke Township, Northampton County, North Carolina containing 28.248 acres, more or less, shown and depicted as "28.248 Ac. TOTAL" according to that certain plat entitled BOUNDARY SURVEY OF PROPERTY TO BE CONVEYED TO ROBERT COLLIER AND WIFE PAMELA COLLIER dated July 11, 2016 drawn under the supervision of Jimmy E. Liverman, Jr., P.L.S., which plat is recorded in the Office of the Register of Deeds of Northampton County in Map Book 44, Page 192.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

Perry Lee Collier, Jr. joins in this conveyance as Administrator of the Estate of Jimmy Greene Collier pursuant to GS 28A-17-12(a)(2). The first publication of Notice to Creditors occurred on August 11, 2015.

Betty H. Strickland joins in this conveyance as Executor of the Estate of Doris Sitterson pursuant to GS 28A-17-12(a)(2). The first publication of Notice to Creditors occurred on August 4, 2016 in Johnston County, North Carolina in The Selma News.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all improvements thereon, and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. Street and utility easements of record or which would be revealed by an inspection of the property.
2. 2016 Ad Valorem Taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

BK:01017 PG:0380

Perry Lee Collier, Jr. ADM. (SEAL)
 Perry Lee Collier, Jr., Administrator of the Estate of Jimmy Greene Collier

Betty H. Strickland - Frazier (SEAL)
 Betty H. Strickland, Individually and as Executor of the Estate of
 Doris Sitterson

Perry Lee Collier Sr. (SEAL)
 Perry Lee Collier, Sr.

By: Perry Lee Collier, Jr. POA (SEAL)
 Perry Lee Collier, Jr., Attorney-in-Fact for Perry Lee Collier, Sr.

STATE OF NORTH CAROLINA

COUNTY OF Northampton

I, Kimberly Bryant, Notary Public for the aforesaid County and State, do hereby
 certify that PERRY LEE COLLIER, JR., Attorney-in-Fact, executed the foregoing and annexed instrument for and in behalf of the
 said PERRY L. COLLIER, SR., and that his authority to execute and acknowledge said instrument is contained in an
 instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds in the County of Northampton,
 State of North Carolina, on the 21st day of April, 2015, in Book 01000, Page 892 and that this instrument was executed
 under and by virtue of the authority given by said instrument granting him power of attorney. I do further certify that the said
 PERRY L. COLLIER, JR. acknowledged the due execution of the foregoing and annexed instrument for the purposes
 therein expressed for and in behalf of the said PERRY LEE COLLIER, SR.,

WITNESS my hand and official seal, this the 18 day of August, 2015.

Kimberly Bryant
 Notary Public
 Print Name: Kimberly Bryant
 My Commission Expires: April 6, 2020

BK:01017 PG:0381

STATE OF NORTH CAROLINA

COUNTY OF Northampton

I, Kimberly Bryant, Notary Public for the aforesaid County and State, do hereby certify that HERRY LEE COLLIER, JR., ADMINISTRATOR OF THE ESTATE OF JIMMY GREENE COLLIER, personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and notarial seal, this the 18 day of August, 2016.



Kimberly Bryant
 Notary Public
 Print/Type Name: Kimberly Bryant
 My Comm. Expires: April 6, 2020

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Betty Howell Strickland, Notary Public for the aforesaid County and State, do hereby certify that BETTY H. STRICKLAND, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF DORIS SITTERSON, personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and notarial seal, this the 19 day of August, 2016.



Christopher J. Lewis
 Notary Public
 Print/Type Name: Christopher J. Lewis
 My Comm. Expires: 11-6-19

Part 4. Removal of Graves.

§ 65-106. Removal of graves; who may disinter, move, and reinter; notice; certificate filed; reinterment expenses; due care required.

(a) The State of North Carolina and any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, any church, electric power or lighting company, or any person, firm, or corporation may effect the disinterment, removal, and reinterment of graves as follows:

- (1) By the State of North Carolina or any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, when it shall determine and certify to the board of county commissioners in the county from which the bodies are to be disinterred that such removal is reasonably necessary to perform its governmental functions and the duties delegated to it by law.
- (2) By any church authority in order to erect a new church, parish house, parsonage, or any other facility owned and operated exclusively by such church; in order to expand or enlarge an existing church facility; or better to care for and maintain graves not located in a regular cemetery for which such church has assumed responsibility of care and custody.
- (3) By an electric power or lighting company when it owns land on which graves are located, and the land is to be used as a reservoir.
- (4) By any person, firm, or corporation who owns land on which an abandoned cemetery is located after first securing the consent of the governing body of the municipality or county in which the abandoned cemetery is located.

(b) The party effecting the disinterment, removal, and reinterment of a grave containing a decedent's remains under the provisions of this Part shall, before disinterment, give 30 days' written notice of such intention to the next of kin of the decedent, if known or subject to being ascertained by reasonable search and inquiry, and shall cause notice of such disinterment, removal, and reinterment to be published at least once per week for four successive weeks in a newspaper of general circulation in the county where such grave is located, and the first publication shall be not less than 30 days before disinterment. Any remains disinterred and removed hereunder shall be reinterred in a suitable cemetery.

(c) The party removing or causing the removal of all such graves shall, within 30 days after completion of the removal and reinterment, file with the register of deeds of the county from which the graves were removed and with the register of deeds of the county in which reinterment is made, a written certificate of the removal facts. Such certificate shall contain the full name, if known or reasonably ascertainable, of each decedent whose grave is moved, a precise description of the site from which such grave was removed, a precise description of the site and specific location where the decedent's remains have been reinterred, the full and correct name of the party effecting the removal, and a brief description of the statutory basis or bases upon which such removal or reinterment was effected. If the full name of any decedent cannot reasonably be ascertained, the removing party shall set forth all additional reasonably ascertainable facts about the decedent including birth date, death date, and family name.

The fee for recording instruments in general, as provided in G.S. 161-10(a)(1), for registering a certificate of removal facts shall be paid to the register of deeds of each county in which such certificate is filed for registration.

(d) All expenses of disinterment, removal, and acquisition of the new burial site and reinterment shall be borne by the party effecting such disinterment, removal, and reinterment,

including the actual reasonable expense of one of the next of kin incurred in attending the same, not to exceed the sum of two hundred dollars (\$200.00).

(e) The Office of Vital Records of North Carolina shall promulgate regulations affecting the registration and indexing of the written certificate of the removal facts, including the form of that certificate.

(f) The party effecting the disinterment, removal, and reinterment of a decedent's remains under the provisions of this Part shall ensure that the site in which reinterment is accomplished shall be of such suitable dimensions to accommodate the remains of that decedent only and that such site shall be reasonably accessible to all relatives of that decedent, provided that the remains may be reinterred in a common grave where written consent is obtained from the next of kin. If under the authority of this Part, disinterment, removal, and reinterment are effected by the State of North Carolina or any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, any electric power or lighting company, then such disinterment, removal, and reinterment shall be performed by a funeral director duly licensed as a "funeral director" or a "funeral service licensee" under the provisions of Article 13A of Chapter 90 of the General Statutes.

(g) All disinterment, removal, and reinterment under the provisions of this Part shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county where the disinterment, removal, and reinterment take place. If reinterment is effected in a county different from the county of disinterment with the consent of the next of kin of the deceased whose remains are disinterred, then the disinterment and removal shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county of the disinterment, and the reinterment shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county of reinterment.

Due care shall be taken to do said work in a proper and decent manner, and, if necessary, to furnish suitable coffins or boxes for reintering such remains. Due care shall also be taken to remove, protect, and replace all tombstones or other markers, so as to leave such tombstones or other markers in as good condition as that prior to disinterment. Provided that in cases where the remains are to be moved to a perpetual care cemetery or other cemetery where upright tombstones are not permitted, a suitable replacement marker shall be provided.

(h) Nothing contained in this Part shall be construed to grant or confer the power or authority of eminent domain, or to impair the right of the next of kin of a decedent to remove or cause the removal, at his or their expense, of the remains or grave of such decedent. (1919, c. 245; C.S., ss. 5030, 5030(a); Ex. Sess. 1920, c. 46; 1927, c. 23, s. 1; c. 175, s. 1; 1937, c. 3; 1947, cc. 168, 576; 1961, c. 457; 1963, c. 915, s. 1; 1965, c. 71; 1971, c. 797, s. 1; 1977, c. 311, s. 1; 2001-390, s. 3; 2007-118, s. 1.)

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 6

Agenda Time: 10:25

Presenter and/or Subject Matter:

Ms. Leslie Edwards, Finance Director

1) Budget Amendments

2) Audit Contract

Komita Hendricks

1) Budget Amendments

BUDGET AMENDMENT

DATE 06/28/16

JE-NO 54

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				<u>Cultural Arts</u>		
				Revenue:		
803531	423105			Cultural Art -Vendor Fees	225	00
				Expenditures:		
805346	568505	225	00	Other Supplies		
				Budget Amended		
				to include Earned Revenue		
		225	00		225	00

PREPARED BY Mary Bradley

POSTED BY Mary Bradley

APPROVED BY Kimberly Lahn

DATE 06/28/16

06/28/16

BOARD APPROVED

2) Audit Contract



NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

Leslie H. Edwards
Finance Director

Bill Blanchard
MIS

TO: Northampton County Board of Commissioners

FROM: Leslie Edwards, Finance Officer

DATE: August 29, 2016

RE: Audit Contract for Northampton County

PURPOSE:

The purpose of this decision paper is to seek the approval of the audit contract for the accounting firm of Thompson, Price, Adams & Co., P.A. to audit Northampton County's financial statements for fiscal year ending June 30, 2016.

FACTS:

1. G.S. 159-34 of the Local Government budget and Fiscal Control Act requires each local government and public authority to have financial statements audited annually by an independent auditor.
2. In order to have the audit complete by October 31, 2016, Northampton County must enter into a contract with an accounting firm and submit the contract to the LGC for approval as stated in G.S. 159-34.
3. Thompson, Price, Adams & Co., PA are well qualified and have twenty plus years of county government auditing experience.

DISCUSSION:

The local government commission requires the independent auditor to be selected by qualifications and experience before cost. The cost estimate for Thompson, Price, Adams & Co, PA is \$43,750.00. Attached you will find the audit contract and the letter of engagement. I have also attached the prior auditor's engagement letter for reference.

RECOMMENDATION:

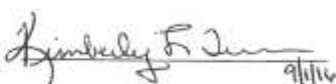
Recommend that the Northampton County Board of Commissioners approve the audit contract for the accounting firm of Thompson, Price, Adams & Co, PA for fiscal year 2015-2016 to audit Northampton County's financial records, prepare the Financial Statements and assist with any accounting requirements.

Respectively submitted.

COORDINATION:

County Manager

Concur:

 9/1/16

Concur with Comment:

Non-Concur

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR #		Thompson, Price, Scott, Adams & Co, P.A.	
		Address	PO Box 398, Whiteville, NC 28472
		Contact	Alan Thompson
		2	Originals 0 Copies
CONTRACT #		Amount \$ 43,750.00	
New Contract		Yes	
Renewal		Date originally approved by the Board of Commissioners	
Cost or Material Changes		Yes	
Original Contract sent to Contract Administrator		Date: 8/26/2016	
Originating Department/Individual: Leslie Edwards		Item or Service: Audit Contract	
Department Involved: Finance		Type of Contract:	
Line Item Budgeted: 114130-519100		Period of Coverage: July 1, 2015 - June 30, 2016	
GRANTS			
Board approval for Application		Approved	Set Verified
Board approval for Acceptance		Approved	Set Verified
COUNTY ATTORNEY	Date Received: 8/30/2016	Date Approved: 8/31/2016	
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 8/31, By Atty.		<i>Scott Price</i>	
FINANCE <i>AHE</i>	Date Received: 8/31/16	Date Audited: 8/31/16	
Non encumbered contract: Yes No			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER		Date Received: 9/1/16	Date Approved: 9/1/16
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr Clerk
Outside Agency Signatures:		Date Sent:	Date received:
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
<p>_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>_____ copies sent to originating departments with note to forward to vendor</p> <p>PROBLEMS:</p> <p>Corrective Action: _____ Date: _____</p> <p>Initial: _____</p>			

LGC-205 (Rev. 2016)

CONTRACT TO AUDIT ACCOUNTS

Of NORTHAMPTON COUNTY
Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 18TH day of AUGUST, 2016,

Auditor: THOMPSON, PRICE, SCOTT, ADAMS & CO. P.A. Auditor Mailing Address: PO BOX 398

WHITEVILLE, NC 28472 Hereinafter referred to as The Auditor

and BOARD OF COMMISSIONERS (Governing Board(s)) of NORTHAMPTON COUNTY
(Primary Government)

and _____: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2015, and ending JUNE 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
 2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or audit documentation are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).
- County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
 4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
 5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Contract to Audit Accounts (cont.)

NORTHAMPTON COUNTY

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]". The PDF invoice marked "approved" with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. **(Note: Fees listed on signature pages.)**
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Contract to Audit Accounts (cont.)

NORTHAMPTON COUNTY

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Contract to Audit Accounts (cont.)

NORTHAMPTON COUNTY

Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #24 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

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

SEE ENGAGEMENT LETTER

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
24. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Governmental Unit Discretely Presented Component Units (DPCU) if applicable	NORTHAMPTON COUNTY - FEES Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A Audit \$43,750 Preparation of the annual financial Statements Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The 75% cap for interim invoice approval for this audit contract is \$ 32,813 ** NA if there is to be no interim billing
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Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below. Audit Firm Signature: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A. Name of Audit Firm By ALAN W. THOMPSON Authorized Audit firm representative name: Type or print Signature of authorized audit firm representative Date 8-19-2016 alanthompson@tpsacpas.com Email Address of Audit Firm Governmental Unit Signatures: NORTHAMPTON COUNTY Name of Primary Government By FANNIE P. GREENE, CHAIR Mayor / Chairperson: Type or print name and title Signature of Mayor/Chairperson of governing board Date By Chair of Audit Committee - Type or print name Signature of Audit Committee Chairperson Date ** If Governmental Unit has no audit committee, mark this section "N/A"	NORTHAMPTON COUNTY PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a) This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body. By LESLIE EDWARDS Primary Governmental Unit Finance Officer: Type or print name Leslie A. Edwards Primary Government Finance Officer Signature Date 8/31/14 (Pre-audit Certificate must be dated.) leslie.edwards@nhcnc.net Email Address of Finance Officer Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)
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Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

August 19, 2016

Northampton County
100 West Jefferson Street
Jackson, NC 27845

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Northampton County for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Northampton County as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Northampton County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Northampton County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Budgetary Comparison Schedules
3. Other Postemployment Benefits Schedules
4. Schedule of the Proportionate Share of the Net Pension Asset and Schedule of Contributions - LGERS

We have also been engaged to report on supplementary information other than RSI that accompanies the Northampton County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining Statements, Individual Fund Statements, and Supporting Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Northampton County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do

not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Northampton County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Northampton County's major programs. The purpose of these procedures will be to express an opinion on Northampton County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Northampton County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services

are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2016.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will

coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit by approximately September 1, 2016 and to issue our reports no later than November 30, 2016. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$43,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Northampton County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Northampton County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

March 25, 2015

Dorothy Vick, Finance Director
Northampton County
100 West Jefferson Street
Jackson, NC 27845

We are pleased to confirm our understanding of the services we are to provide Northampton County, NC for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Northampton County as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement Northampton County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Northampton County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: 1) Management's Discussion and Analysis and 2) the Law Enforcement Officer's Special Separation Allowance schedules (if applicable), and 3) Other Post-Employment Benefit schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Northampton County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: 1) the combining and individual fund financial statements, 2) budget and actual schedules, 3) other schedules, 4) supplemental ad valorem tax schedules, and 4) the Schedule of Expenditures of Federal and State Awards.

730 13th Avenue Drive SE ♦ Hickory, North Carolina 28602 ♦ Phone 828-327-2727 ♦ Fax 828-328-2324
13 South Center Street ♦ Taylorsville, North Carolina 28681 ♦ Phone 828-632-9025 ♦ Fax 828-632-9085
Toll Free Both Locations 1-800-948-0585 ♦ Website: www.martinstarnes.com

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal and State awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with compliance requirements, and for preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the requirements of OMB Circular A-133 and the State Single Audit Implementation Act. As part of the audit, if we assist with the preparation of your financial statements, Schedule of Expenditures of Federal and State Awards, and related notes, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal and State Awards and related notes, and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal and State Awards, and the related notes prior to their issuance and have accepted responsibility for them. If applicable, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of interim fieldwork or prior to year-end.

You are responsible for the preparation of the Schedule of Expenditures of Federal and State Awards in conformity with OMB Circular A-133. You agree to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal and State Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal and State Awards that includes our report thereon or make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal and State Awards no later than the date the Schedule of Expenditures of Federal and State Awards is issued with our report thereon. Your responsibilities include acknowledging to use in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal and State Awards in accordance with OMB Circular A-133 and the State Single Audit Implementation Act; (2) that you believe the Schedule of Expenditures of Federal and State Awards, including its form and content, is fairly presented in accordance with OMB Circular A-133 and the State Single Audit Implementation Act; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal and State Awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. If applicable, your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or State award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Northampton County's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Northampton County's major programs. The purpose of these procedures will be to express an opinion on Northampton County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Northampton County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator. If we are aware that a federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marcie Spivey is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

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

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

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

Changing Laws and Regulations

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

Incorrect Accounting Methods or Errors in Client Records

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

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these

items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

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

The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$250 per hour.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report for the year ended December 31, 2011 accompanies our Contract to Audit Accounts.

We appreciate the opportunity to be of service to Northampton County and believe this letter along with our Local Government Commission contract accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Northampton County.

By:

Dorothy E. Vio

Title:

Finance Officer

Date:

April 20, 2015

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 7

Agenda Time: 10:35

Presenter and/or Subject Matter:

Mrs. Cathy Allen, Tax Administrator

Motor Vehicle Refunds

Komita Hendricks

Motor Vehicle Refunds**DECISION PAPER**

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

Motor Vehicle Refunds

DT: August 30, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$1,092.14** on twenty-eight (28) appeals.

FACTS: Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

DISCUSSION: G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

CONCLUSION: The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____
DISAPPROVED _____
OTHER _____

SIGNATURE & DATE: _____

7-Sep-16						
AD VALOREM TAX APPEALS						
MOTOR VEHICLE REFUND ADJUSTMENTS						
NAME		ACTION		AMOUNT		REASON
Shawn A. Adams		Refund		\$7.25		Vehicle Sold
Richard C. Bayse		Refund		\$7.41		Vehicle Sold
Larry W. Bedgood		Refund		\$171.96		Over Assessment
Amecia S. Boyce		Refund		\$0.24		Situs Error
David P. Brown		Refund		\$10.45		Vehicle Sold
Harvey F. Coggins, Jr		Refund		\$11.26		Situs Error
Phillip Deloatch		Refund		\$1.71		Vehicle Sold
Vernon E. Dickens		Refund		\$12.35		Situs Error
Mary A. Evans		Refund		\$37.27		Vehicle Sold
Brandon S. Green		Refund		\$84.10		Insurance Lapse
David L. Hesaltine		Refund		\$12.52		Vehicle Sold
Willie High		Refund		\$10.29		Vehicle Sold
Laura D. Hood		Refund		\$10.18		Vehicle Sold
Jerry W. Jordan		Refund		\$18.56		Vehicle Sold
James L. Eldridge		Refund		\$127.60		Vehicle Sold
Eleanor P. Motley		Refund		\$32.48		Vehicle Totalled
NC Boat Brokers INC		Refund		\$252.97		Vehicle Sold
Leonard E. Ogden		Refund		\$4.40		Over Assessment
Shelia B. Person		Refund		\$48.27		Tag Surrender
Laura A. Phillips		Refund		\$13.61		Vehicle Sold
Carroll R. Pope		Refund		\$98.46		Situs Error
April F. Pulliam		Refund		\$4.34		Vehicle Sold
Jerry P. Pulliam		Refund		\$11.78		Vehicle Sold
John B. Sapp		Refund		\$6.10		Vehicle Sold
Edward D. Shafer Jr		Refund		\$9.06		Vehicle Sold
Katie P. Sumner		Refund		\$3.89		Vehicle Sold
Robert M. Surry		Refund		\$48.48		Vehicle Sold
Joshua L. Turner		Refund		\$35.21		Vehicle Sold
TOTAL REFUND AMOUNT				\$1,092.14		
Respectfully submitted,						
CATHY B. ALLEN						
TAX ADMINISTRATOR						
CBA/epj						
CC: Board of Commissioners (7)						
County Manager (1)						
Clerk to Board (6)						

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 8

Agenda Time: 10:40

Presenter and/or Subject Matter:

Mrs. Joslyn Debraux-Reagor, Aging Director
1) Request Public Hearing for ROAP
2) Approval of CPTA MOU
3) Appointment to HCCBG Board

Komita Hendricks

2 Approval of CPTA MOU

DECISION PAPER

To: Northampton County Board of Commissioners
From: Office on Aging
Date: September 7, 2016
Reference: Choanoke Public Transportation Authority Memorandum of Understanding
 FY 2016-2017

Purpose: To obtain the Board's approval of the Choanoke Public Transportation Authority Memorandum of Understanding.

Facts: The memorandum of Understanding is a form that the CPTA director put in place with the approval of the NCDOT that gives the director the ability to move money as needed from one county to the other if funds are available for the need of continuing services to the county that need funding help.

Discussion: This Memorandum of Understanding is in place to help with continuing services that will be used if needed to serve the transportation to those who need and use the services for doctors' appointments, Nutrition and General transportation.

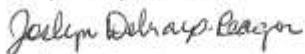
Conclusion:

Approval of this MOU will allow senior adults in Northampton County to continue to receive services if funding is needed after the allocated funds are depleted.

Recommendation:

That the Board of Commissioners approves the Choanoke Public Transportation Memorandum of Understanding.

Respectfully Submitted



Joslyn Debraux-Reagor
 Northampton County Office on Aging

Kimberly Turner, County Manager

Concur: Kimberly Turner

Concur with comments: _____

Non-Concur: _____

Leslie Edwards, County Finance Director

Concur: Leslie Edwards

Concur with comments: _____

Non-Concur: _____

Joslyn Debraux-Reagor, Office on Aging Director

Concur: Joslyn Debraux-Reagor

Concur with comments: _____

Non-Concur: _____

Memorandum of Understanding
Choanoke Public Transportation Authority
Rural General Public Funds

In accordance with the North Carolina Department of Transportation Rural Operating Assistance Program (ROAP) State Management Plan, Choanoke Public Transportation Authority (CPTA) is eligible for an additional flexibility to be able to transfer funds between Counties being a Regional Transit System.

When General Funds are depleted in one of the following counties (Bertie, Halifax, Hertford and Northampton), Choanoke Public Transportation Authority will have the need to transfer funds from one County to another due to the transportation service demands.

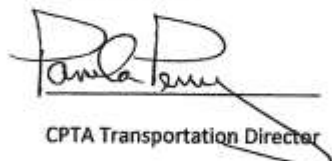
County Manager

Date _____



County Finance

Date 8-15-14



CPTA Transportation Director

Date 8-9-16

3) *Appointments to HCCBG Board*

DECISION PAPER

To: Northampton County Board of Commissioners
From: Office on Aging
Date: September 7, 2016
Re: Appointment to the Home and Community Care Block Grant Advisory Committee.

Purpose: To obtain the Board's approval of recommendations to the Home and Community Block Grant Financial Committee.

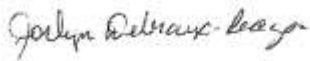
Facts: The Home and Community Care Block Grant Financial Advisory Committee require that there be at least 10 members on the committee who have a concern for the Seniors' of our county.

Discussion: The person I have selected is Patricia Dickens of Conway. Patricia shows interest in what is happening with the seniors in Northampton County and I believe she will be a strong voice in voting and giving financial reasoning to the committee.

Conclusion: Approval of the new Home and Care Community Block Grant Advisory Financial Committee member.

Recommendation: That the Board of Commissioners approve the recommendation for Patricia Dickens to the Home and Care Community Block Grant Financial Advisory Committee.

Respectfully Submitted,



Joslyn Debraux-Reagor

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 9

Agenda Time: 10:50

Presenter and/or Subject Matter:

Mr. William Flynn, Zoning Director
1) Request for Public Hearing for Rezoning
2) Request for Public Hearing for Amendment to Zoning Ordinance
3) Planning Board Appointments

Komita Hendricks

3) Planning Board Appointments

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS
FROM: WILLIAM FLYNN, NORTHAMPTON COUNTY PLANNING AND ZONING DIRECTOR
DATE: SEPTEMBER 7, 2016
SUBJECT: PLANNING BOARD APPOINTMENTS

PURPOSE:

The purpose of this decision paper is to consider three potential appointments to the Northampton County Planning Board. There are three individuals that are up for consideration. They are:

Representing District 2 – Ms. Margaret Burgwyn

Representing District 3 – Mrs. Veronica Lofton

Representing the Northampton County Economic Development Commission - Mr. John Foriest

CONCLUSION:

The Northampton County Planning Board needs replacements for districts two and three along with a representative from the Economic Development Commission. Ms. Burgwyn, Mrs. Lofton and Mr. Foriest have been nominated and agreed to serve on the planning board in their respective districts.

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 10

Agenda Time: 11:00

Presenter and/or Subject Matter:

Mr. Jason Morris, Public Works Director
1) Introduction of New Employee
2) Scrap Tire Disposal Contract
3) Water Bulk Rate Increase for Warren County

Komita Hendricks

2) Scrap Tire Disposal Contract

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: September 7, 2016

Reference: Scrap Tire Recycling and Disposal Contract

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for a contract to recycle and dispose of scrap tires collected with the Northampton County Solid Waste Scrap Tire Program.

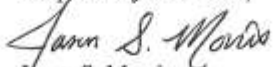
Facts:

1. Northampton County currently has a working contract with Central Carolina Holdings, LLC located in Cameron, NC, to recycle and dispose of scrap tires collected by the County.
2. In accordance with NCGS 143-131, the informal bid process was used and proposals were received by the Public Works Department from qualifying firms for the recycling and disposal of scrap tires collected by Northampton County.
3. The bids received were as follows:
 - a. Central Carolina Holdings, LLC
\$1,075 per Trailer Load
+ Fuel Surcharges
+ Yearly CPI increase not to exceed 1.5% each year per load
 - b. Emanuel Tire, LLC \$1,600 per Trailer Load
 - c. New River Tire Recycling, LLC No Proposal Received
 - d. Northeast Georgia Tire Recycling, Inc. No Proposal Received
4. Upon evaluation of proposed criteria from Central Carolina Holdings, LLC, it was determined that the cost per load would not exceed the bid received from Emanuel Tire, LLC.
5. Northampton County receives Scrap Tire Disbursements from the State of North Carolina to be used for the disposal and recycling of scrap tires. Any overruns in disposal fees are reimbursed by the State of North Carolina through the Cost/Overrun Grant Process for Scrap Tires per NCGS 130A-309.64(b).
6. Term of contract will be for five (5) years and has an option to terminate with or without cause with a 30 day written notice.

Discussion: Fuel surcharges based on the current contract with Central Carolina Holdings, LLC have not exceeded \$150.00 per load within the last two years.


Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the contract for scrap tire recycling and disposal with Central Carolina Holdings, LLC.

Respectfully submitted,


 Jason S. Morris
 Public Works Director

Coordination:

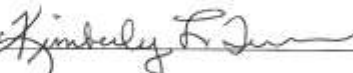
Finance Officer

Concur 

Non-concur _____

Concur with comment _____

County Manager

Concur 

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

NORTHAMPTON COUNTY		CONTRACT/VENDOR	
CONTRACT		Central Carolina Holdings, LLC	
CONTROL SHEET		Address	1616 McKay Town Rd. Cameron, NC 28326
VENDOR # 6567		Contact	Harold Parrish 919-353-5047
		2 Originals	0 Copies
CONTRACT #		Amount \$	Varies per load
New Contract			
Renewal	Yes	Date originally approved by the Board of Commissioners	11/16/09
Cost or Material Changes	Yes		
Original Contract sent to Contract Administrator		Date:	7/12/2016
Originating Department/Individual:	Public Works/Jason Morris	Item or Service:	Scrap Tire Recycling/Disposal
Department Involved:	Public Works / Solid Waste	Type of Contract:	Services
Line Item Budgeted:	66-4720-5397-00	Period of Coverage:	5 years
GRANTS			
Board approval for Application	Approved	Set	Verified
Board approval for Acceptance	Approved	Set	Verified
COUNTY ATTORNEY	Date Received: 7/12/2016	Date Approved: 7/25/2016	
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 7/25, Py ATM.			
FINANCE RHE	Date Received: 8/23/16	Date Audited: 8/25/16	
Non encumbered contract	Yes	No	
ASSISTANT COUNTY MANAGER	Date Received	Date Approved:	
COUNTY MANAGER	Date Received: 8/26/16	Date Approved: 8/26/16	
BOARD OF COMMISSIONERS	CLERK TO THE BOARD		
Date approved by Board	Date Received	Date Attested:	
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent:	Date received:	
Copies Delivered to Appropriate Departments:	ORIGINATING	FINANCE	
Original to Outside Agency:	(Departments to deliver)	Date:	
File County Original / Add to Database:		Date:	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS,LLC.

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 7th day of September, 2016, by and between Northampton County, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, N.C. 28326, hereafter referred to as "Contractor".

WITNESETH

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

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

1) Scrap Tire Volume Generated

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

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage one trailer at the County landfill and to transport, process, recycle and/or dispose of all scrap tires loaded in said trailer in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 7 (b).

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC.

4) Time of Performance

Contractor shall remove each loaded and replace with an empty trailer within forty-eight (48) hours notice by the County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$1075 per load.

The contract shall provide for annual adjustment for cost of business inflationary increase not to exceed 1.5% effective 1st day of October of each subsequent year this contract is renewed. The Consumer Price Index for Southeastern United States will be used to determine the inflationary increase.

Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our driver's needs and be fair to our customers. We call the Energy Information Administration Diesel Fuel Hotline 202-556-6966 every week on Monday to establish our fuel surcharge for the week. We establish this surcharge on the following basis.

We use \$ 1.99 as our price point,

Price	Fuel Surcharge
0- \$ 1.99	0
\$ 2.00 - \$ 2.25	.05 per mile
\$ 2.26- \$ 2.50	.10 per mile
\$ 2.51- \$ 2.75	.15 per mile
\$ 2.76- \$ 3.00	.20 per mile
\$ 3.01 - \$ 3.25	.25 per mile
\$ 3.26- \$ 3.50	.30 per mile
\$ 3.51 - \$ 3.75	.35 per mile
\$ 3.76 - \$4.00	.40 per mile
\$ 4.01 - \$ 4.25	.45 per mile
\$ 4.26 - \$ 4.50	.50 per mile
\$ 4.51 - \$ 4.75	.55 per mile

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS, LLC.

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

7) Termination

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

- a) Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.
- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.
- c) The county may terminate this contract with or without cause with 30 days written notice.
- d) Notice: In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume. In the event of excessive fuel prices for over the road diesel, contractor and County will negotiate satisfactory terms for both parties involved.

8) Force Majeure

a) Suspension of Performance: The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.

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

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

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
CENTRAL CAROLINA HOLDINGS, LLC.

9) Representations

9.1) The Contractor represents warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

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

- a) The execution, delivery and performance of this Contract by County have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

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

11) Hold Harmless

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection,

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS,LLC.

removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, The Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, The Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the county harmless therefrom.

12) Disputes

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

13) Miscellaneous

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

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

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

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

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

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part thereof.

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

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail, return receipt requested

STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY
 CENTRAL CAROLINA HOLDINGS,LLC.

to the principal at the address designated below. All notices shall be effective upon receipt..

Contractor

Central Carolina Holdings LLC.
 Attn. Tim McNeill
 1616 McKoy Town Rd.
 Cameron, N.C. 28326
 (919) 499-2301

County

Northampton County
 P.O. Box 808
 Jackson, N.C. 27845

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

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

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

COUNTY OF NORTHAMPTON

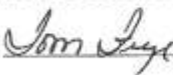
BY: _____

ATTEST

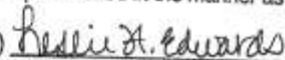
CENTRAL CAROLINA HOLDINGS LLC.

ATTEST



BY:  _____

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) 
 Finance Officer

Jun 27, 2016 3:53PM EMANUEL TIRE COMPANY

No. 8285 P. 2



(410)947-0860
(410)947-0725

Emanuel Tire, LLC

ALL SIZE CASING AND USED TIRES
SCRAP TIRE REMOVAL PROCESSING
1300 MORELAND AVENUE
BALTIMORE, MARYLAND 21218

FAX (410) 847-3708

Northampton County
Public Works
"Recycling Contract Proposal"
June 27, 2016

Emanuel Tire Family of Companies, under the leadership of Norman Emanuel, has been in the scrap tire business for 58 years. We have received national recognition for our efforts to establish standards in the scrap tire industry and for deriving new uses for shredded tires. Emanuel Tire was a founding member for the National Association of Scrap Tire Processors (NASTP) now the Tire and Rubber Division of the Institute of Scrap Recycling Industries (ISRI). Emanuel Tire sits on the board of Directors of ISRI and is intimate with the development of state and national scrap tire programs.

Emanuel Tire is pleased to make the following bid for recycling of scrap tires. Emanuel Tire will supply trailers to the county for loading at \$1600 per trailer for passenger, light truck and tractor trailer and farm tractor tires. Off the Road Tires are charged on a per tire bases. There are no additional associated charges. Trailers will be weighted and tonnages reported to the County.

There are many existing and promising markets for tire derived products. Existing end use markets include: Tire Chips shred to customer specification. These chips are use in civil engineering projects that range from landfill drainage layers and landfill closure caps to light weight aggregate for highway bridge construction. Safe-T-Play and Safe-T-Footing 100% wire free playground and horse arena material. Recycled Reclaim Industry Material (RRIM), tire chips used by industry processors who fine grind our material then mold them for cattle mats, athletic surfacing and flooring tiles. Tire Derived Fuel (TDF) a process of using shredded tires as a fuel source. Many kilns and energy plants throughout the east coast use this product. Septic System Material (SSM) used in the drainage fields of commercial and residential septic systems. Sound Wall Material, rubber chips used in combination with concrete to make highway noise reduction walls. Forever Mulch, a colorized chip used in landscaping and architectural enhancement applications. All of the tires we shred are used in one of the markets mentioned above; Emanuel Tire does not landfill any of our shredded products.

Emanuel Tire typically receives scrap tires from three sources. One - Tires delivered to our plant by individuals or companies. Once the tires are delivered, our plant personnel unload the tires from the customer's vehicle. The customer's do not handle the tires after they arrive at our plant. Two - Trailers spotted at locations where customers have large volume of tires necessary for disposal. When spotting of trailers is not practical we service our customers with pick-up service. This service can range from daily to monthly pick-ups. Three - The clean up of private or government owned stockpiles.

The majority of our tires come from the second source explained above, trailers placed at customer locations. Initially we spot an empty van style trailer at the customer's site. It is the customer's responsibility to load the trailer with tires.

Jun. 27. 2016 3:54PM EMANUEL TIRE COMPANY

No. 8285 P. 3

Upon filling the trailer, the customer notifies us by telephone that his trailer is full. At that time, we schedule an empty trailer to be delivered and the full trailer to be picked up and brought back to our plant.

The trailer, scheduled for unloading, is backed up and positioned next to an unloading platform. The tires are unloaded manually with individual inspection of each tire. The tires are graded and processed immediately upon unloading. They are either diverted for use as re-usable tires or placed on an adjacent conveyor for shredding. The tires that are being shredded continue on the conveyor system until they reach the stage in the shredding process that meets the customer specification for the shredded product.

Emanuel Tire Family of Companies processes over 17 million tires per year. This volume of passenger and truck tires enables us to provide some of the best quality used tires on the market. Every tire processed at our plants is inspected and graded for the proper market. In addition to selling used tires and casings domestically, Emanuel Tire has a strong international market. We have exported used tires to South America, Europe, the Jamaican Islands, and Africa just to name a few geographic regions where we have done business. Emanuel Tire Retail of Maryland, LLC sells tires to the retail market from its facility located in Baltimore, MD.

We specialize in providing the following used tires:

Wholesale

- Passenger
- Light Truck
- Truck



Retail - Emanuel Tire Retail of Maryland, LLC.

Visit our retail used tire warehouse in Baltimore, Maryland.

Emanuel Tire is committed to the environmentally safe use of tire products. We are licensed and recognized by the Maryland Department of the Environment, Pennsylvania Department of Environment and the Virginia Department of Environmental Quality as a Scrap Tire Hauler, Scrap Tire Collection Facility and a Scrap Tire Recycler.

Emanuel Tire employs an OSHA approved Environmental, Health and Safety program at all of our facilities.

Please visit our web site www.emanualtire.com.

We appreciate your interest in our company. If you have any additional questions please contact us.

Thank You,

Norman Emanuel
Owner

Emanuel Tire owns over \$22,000,000 in processing equipment. This equipment allows us to shed tires to customer specifications. Partial list of equipment:

- Extec Shredder - Primary shredder
- ERS Shredder- Primary shredders
- Barkley Shredders- Primary shredders
- CM shredders -Secondary shredders and chippers
- Mitts and Merrill - Secondary shredders
- Ameri-shred - Secondary shredder
- Scan Rasps - Tertiary grinding/processing
- Kahl Granulator - tertiary grinding/processing
- Rim crushers - used to derim wheels from tires
- Portable screen plants
- Magnetic separation
- Caterpillar, Volvo, and Michelin Front End Loaders - Material handling
- Bob-cats - Material handling
- Fork-lifts - Material handling
- Dump Trucks - Material handling are used to move product within our facility.

Emanuel Tire owns over thirty five shredders and is continually acquiring equipment insuring our leadership role in the industry.

Emanuel Tire currently owns over 900 trailers. All of these trailers are located throughout the east coast. Types include box van, open top van, walking floor, conveyor floor, and dump trailers.

Emanuel Tire currently owns or long term lease 10 tractors and 30 straight trucks in the effort to provide quality customer service.

Jun. 27, 2016 3:55PM EMANUEL TIRE COMPANY

No. 8285 P. 6



(410)947-0660
(410)947-0725

Emanuel Tire, LLC

ALL SIZE CASING AND USED TIRES
SCRAP TIRE REMOVAL PROCESSING
1300 MORELAND AVENUE
BALTIMORE, MARYLAND 21216

FAX (410) 947-3708

Emanuel Tire - Tire Management and Abatement Projects:

Round Glade Landfill Closure - provided 20,800 tons of rubber chips for cap closure.
BFI Solley Road Landfill Closure - provided 37,000 tons of rubber chips for cap closure.
BFI-Rhode Island Clean-up Project - recycled 3,000 tons of tires, shred to rubber chips for landfill cell construction drainage material.
Nashua City Landfill Clean-up - disposed of 2,000 tons of tires, shred to rubber chips for alternate site cap closure.
Lynchburg Clean-up - 1,200 tons of tires, shred to rubber chips for standard markets. (i.e. TDF, crumb rubber, tire chips)
Amelia County & Southhill Clean-up - Over 750 tons of tires, shred to rubber chips for civil engineering markets.
Garrett County Landfill - provided 20,000 tons of rubber chips for cell construction.
Atlantic Waste, Waverly, VA - Provided 52,000 tons of rubber chips for landfill cell construction.
Waste Management, Charles City, VA - Provided 32,000 tons of rubber chips for daily cover and landfill trenching material
Cumberland County, PA., Lebanon County, PA, etc. - Tire clean-up days approximately 500 tons.

List of References

Maryland Department of the Environment - Tarik Massod - 410-537-3314
Virginia Department of the Environment - Steve Coe 804-698-4029
Waste Management/Waverly VA - Mike Thomas 804-834-8300
Fairfax County Landfill - Susie Davidson -703-324-5230
Montgomery County, MD - Mr. Edwin Koontz -301-840-8142
CIC Insurance - John Doetzer - 410-356-9500
MA Associates - Mike Sorcher - 913-663-0100
North Hampton Energy - Henry Zielinski - 570-760-6717



(410) 947-0860
(410) 947-0725

Emanuel Tire, LLC

ALL SIZE CASING AND USED TIRES
SCRAP TIRE REMOVAL PROCESSING
1300 MORELAND AVENUE
BALTIMORE, MARYLAND 21216

FAX (410) 947-3708

A. Technical Capability

1. Experience

-Mr. Emanuel began shredding tires in 1978. He is a pioneer in the field of tire shredding. Mr. Emanuel has a U.S. patent for blade configuration in shredders.

-Emanuel Tire processes over 7,000,000 tires per year out of our Baltimore plant.

-Emanuel Tire has a second plant located in Appomattox Virginia.

-Emanuel Tire of Virginia began operating a satellite facility in Waverly, Va. in the winter of 2000.

-Emanuel Tire of Virginia began operating its third processing facility in March 2002. This processing plant will be located in Fairfax, Va.

-Emanuel Tire of Virginia processes over 4,000,000 tires per year out of our Virginia plants.

-Emanuel Tire of Pennsylvania became our fourth facility in the fall of 2000. The plant processes over 7,000,000 tires per year into TDF, RRIM, and civil engineering products.

-Emanuel Tire of Hollins Ferry opened operation in Halethorpe, MD in 2006. The facility provides crumb rubber feedstock, playground and landscaping material to various markets.

-Emanuel Tire has operated off site facilities in New Hampshire, Rhode Island and Virginia. These clean-ups reduced New Hampshire, Rhode Island and other state stockpiles by more than 2,000,000 tires. Some of this material was used by BFI in a New Hampshire landfill cap.

-Emanuel Tire of Virginia provides shredded tire chips to Waste Management for landfill cell drainage layer material and daily cover.

-Emanuel Tire is contracted to provide a combined 55,000 tons of TDF to various energy plants located throughout the east coast.

3) *Water Bulk Rate Increase for Warren County*

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: September 7, 2016

Reference: Water Bulk Rate Increase for Warren County

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for a water rate increase in accordance to water purchase contract with Warren County.

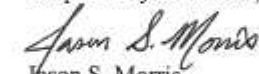
Facts:

1. In accordance with water purchase contract dated June 30, 2003 the bulk rate is to be adjusted July 1 of each year based on rate to Northampton County from Roanoke Rapids Sanitary District.
2. The current rate for Warren County is \$3.18 per 1000 gallons.
3. Northampton County experienced another increase from Roanoke Rapids Sanitary District which became effective July 1, 2016
4. Current rate for Warren County in accordance with aforementioned contract should be set at \$3.24 per 1000 gallons of water purchased.

Discussion: An increase for the 2016/2017 fiscal year from the Roanoke Rapids Sanitary District justifies the proposed increase to Warren County. The bulk rate to be effective for water usage after July 1, 2016 is proposed to be set at \$3.24 per 1000 gallons of water purchased per water purchase contract with Warren County.

Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the bulk rate for Warren County to be set at \$3.24 per 1000 gallons purchased to become effective immediately.

Respectfully submitted,


Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Leslie H. Edwards

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly B. Deane 7/24/16

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

Form RD 442-30
(Rev. 10-96)

Position 5
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 30th day of June, ~~2003~~ between the County of Northampton,
P. O. Box 68, Jackson, NC 27845
(Address)
hereinafter referred to as the "Seller" and the County of Warren,
(Address)
hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of General Statutes of the Code of North Carolina, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by motion No. enacted on the 30th day of June, ~~2003~~ by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairperson, and attested by the Secretary, was duly authorized, and

Whereas, by action of the Warren County Board of Commissioners of the Purchaser, enacted on the 4th day of November, ~~2003~~, the purchase of water from the Seller in accordance with the terms set forth in the said contract was approved, and the execution of this contract by the chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Department of Environment and Natural Resources (DENR)

in such quantity as may be required by the Purchaser not to exceed 3,420,000 gallons per month.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clowrater Office, STOP 2002, 1400 Independence Avenue, S.W., Washington, D.C. 20250-2002. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

RD 442-30 (Rev. 10-96)

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at

50 PSI from an existing 8" inch main supply at a point located

SR 1214 River Road at Warren County Line

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

* See B.2

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on

or about the 15th day of each month An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates:

- a. \$ N/A for the first gallons, which amount shall also be the minimum rate per month.
- b. \$ N/A cents per 1000 gallons for water in excess of gallons but less than gallons.
- c. \$ 2.74 cents per 1000 gallons for water ~~in excess of 1000000 gallons~~ Bulk rate effective 7-1-03.* Bulk rate to be adjusted July 1 of each year based on rate to Northampton County from Roanoke Rapids Sanitary District.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of N/A dollars which shall cover any and all costs of the Seller for installation of the metering equipment and * Purchaser agrees in lieu of connection fee, purchaser will furnish and install metering equipment, including a meter house or pit and required devices of standard type for properly measured quantity of water delivered to purchaser, when purchaser makes connection to seller's system.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 40 * years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That thirty days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction,

irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ 200.00 which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, ~~the supply of water to the Purchaser's consumers shall be reduced or discontinued in the same ratio or proportion as the supply to the Seller's consumers is reduced or diminished.~~ ** See below

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every one year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.

8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

* IT is agreed upon by the Seller that if and/or when the Purchaser can provide water for its customers at a more economical cost, the Purchaser shall:

1. No longer be bound by this contract with no penalty or cost from the Seller; and/or
2. Retain the right to renegotiate the Water Purchase Contract

It is further agreed that the Purchaser will provide a written notice of cancellation to the Seller to coincide with the annual renewal contract negotiations between the Seller and the Roanoke Rapids Sanitary District.

** The Seller shall have the option to discontinue delivery of the water required by this contract until such time as seller is able to renew delivery called for herein.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in _____ counterparts, each of which shall constitute an original.

Seller:

Virginia D. Spruill

By Virginia D. Spruill, Chairman

Title Northampton County Board of Commissioners

Attest:

Kay B. Hylke
Secretary

Purchaser:

Ulysses S. Ross

By Ulysses S. Ross, Chairman
Title Warren County Board of Commissioners

Attest:

A. Kearney
Secretary

This contract is approved on behalf of Rural Development this 16th day of March, 2004.

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

By

ROGER B. DAVIS

Title Community Programs Director

Susan W. Brown 12/11/03
Susan W. Brown
Finance Officer

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 11

Agenda Time: 11:15

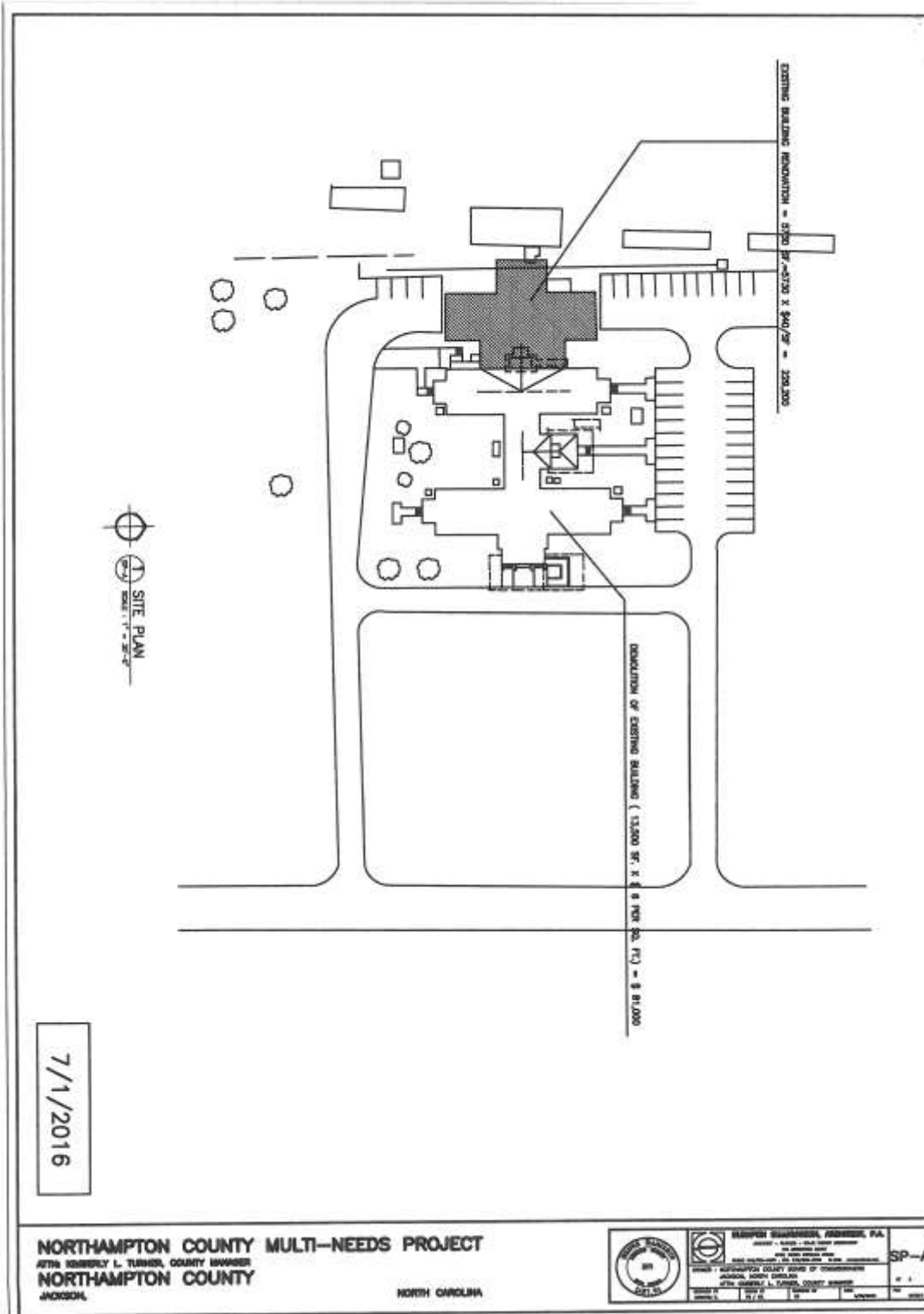
Presenter and/or Subject Matter:

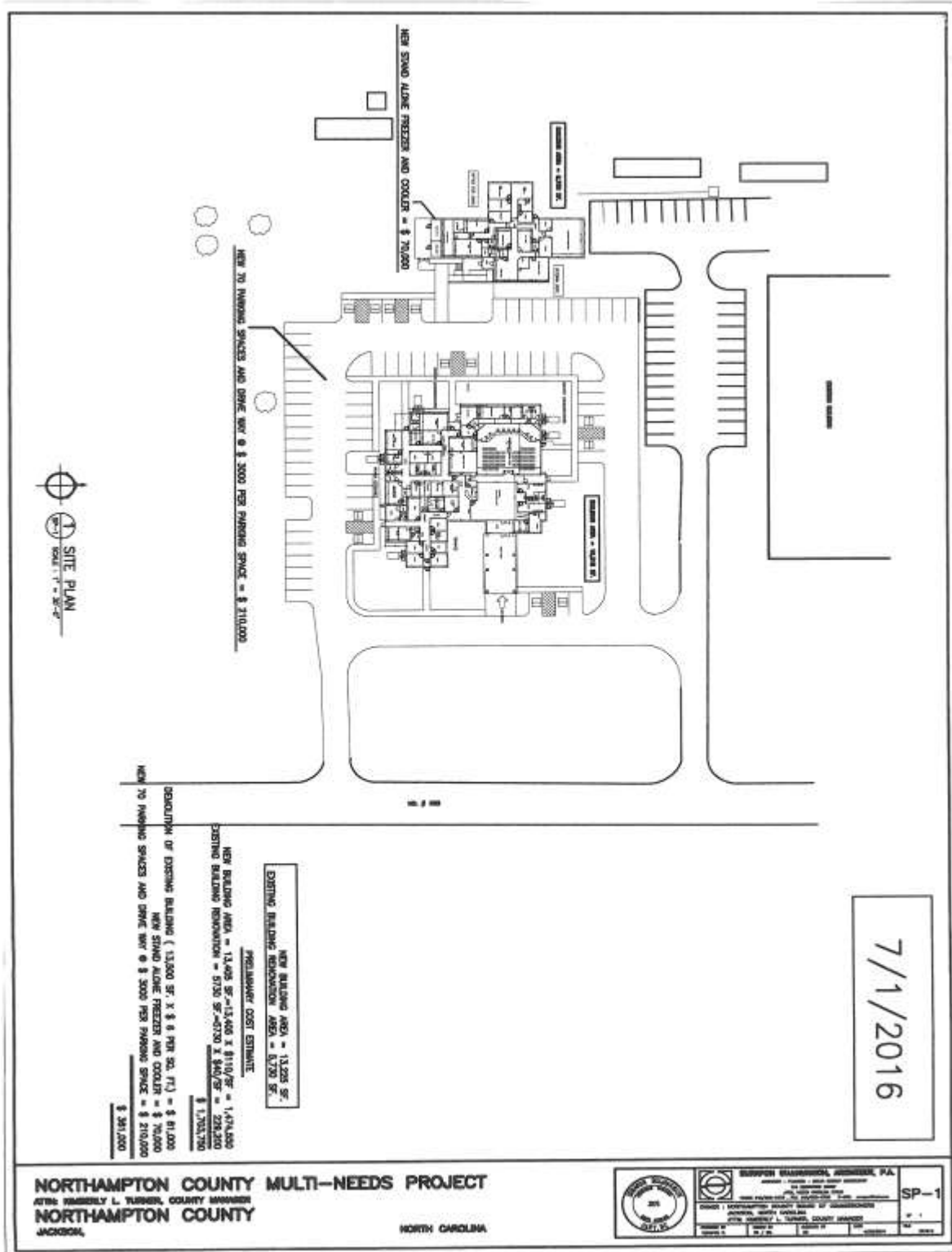
Mr. Surapon Sujjavanich, Architects, PA

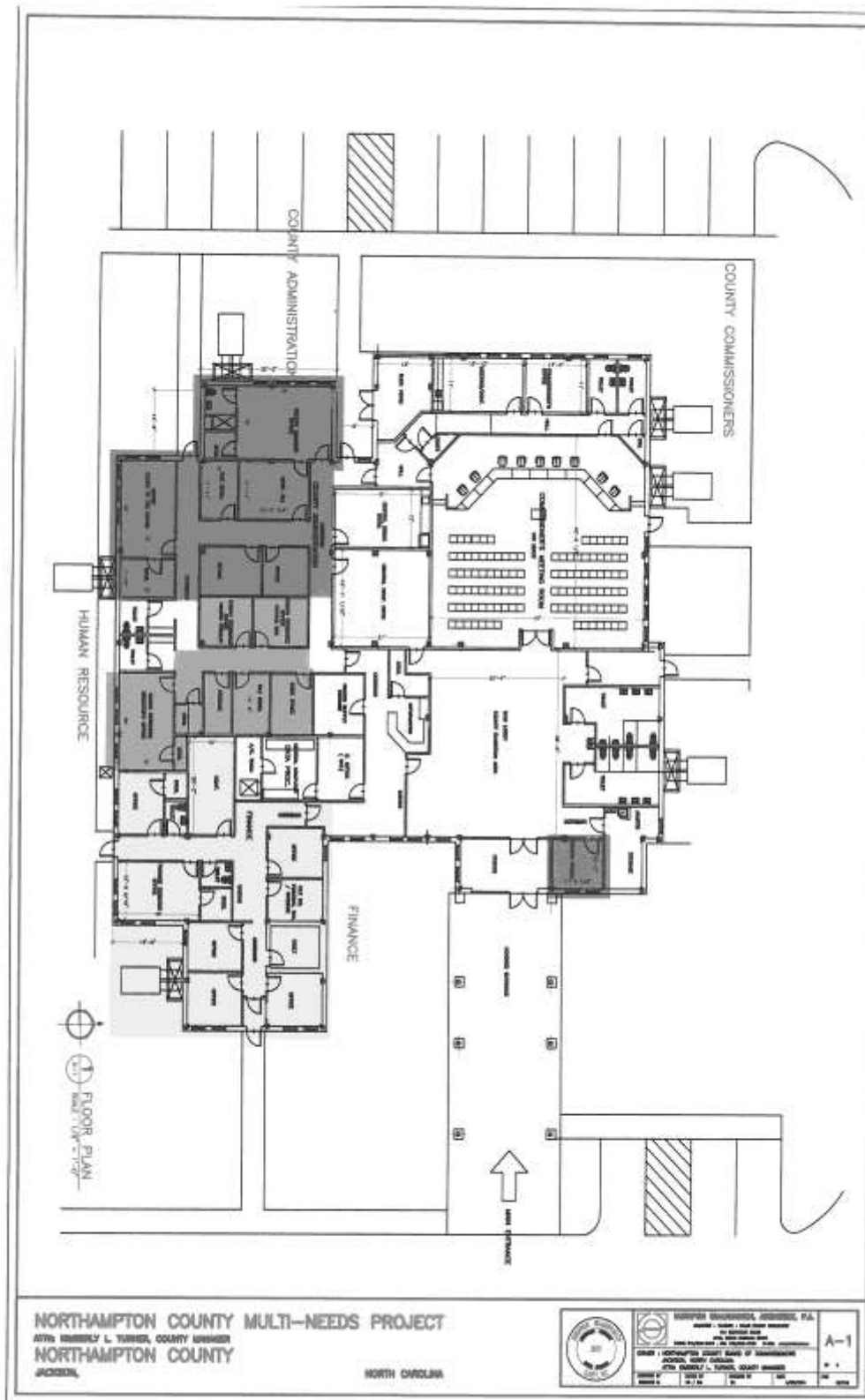
Old DSS Building Renovations Project

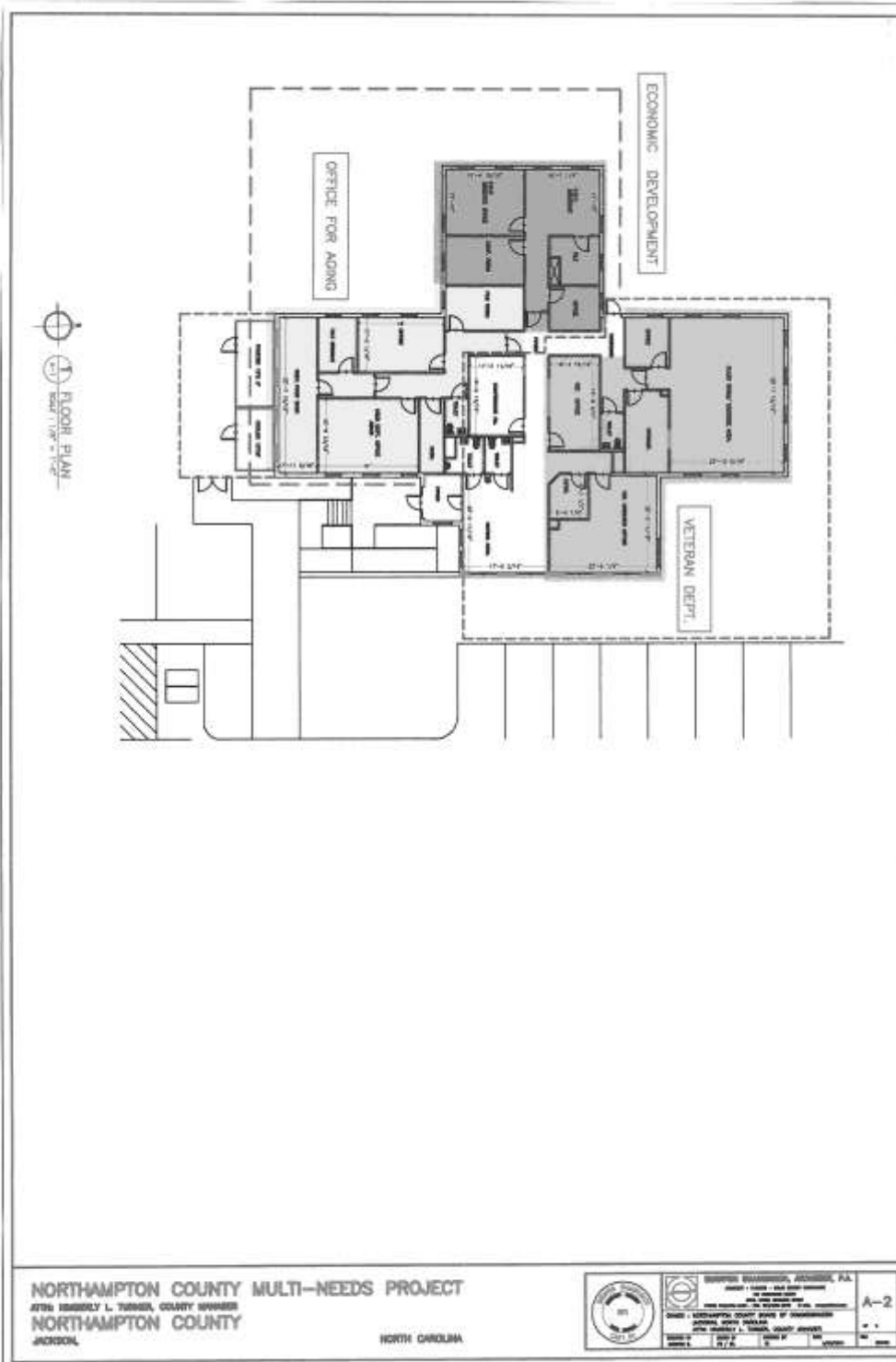
Komita Hendricks

Old DSS Building Renovations Project









NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 12

Agenda Time: 11:30

Presenter and/or Subject Matter:

Ms. Kimberly Turner, County Manager
Management Matters

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 13

Agenda Time: 11:35

Presenter and/or Subject Matter:

Citizens/Board Comments

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 09-07-16

Agenda Tab Number: 14

Agenda Time: 12:05

Presenter and/or Subject Matter:

Closed Session
G.S. 143-318.11(a)(6)-Personnel

Komita Hendricks