

**NORTHAMPTON COUNTY
REGULAR SESSION
August 18, 2014**

Be It Remembered that the Board of Commissioners of Northampton County met on August 18, 2014 with the following present: Robert Carter, Fannie Greene, Virginia Spruill, Joseph Barrett, and Chester Deloatch

Others Present: Kimberly Turner, Scott McKellar, and Michelle Nelson

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner noted that Tab 4 should be omitted from the agenda. They will present at a later date. Chairman Carter asked if the Board had any changes or additions. The Board had no changes.

Regular Session:

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments.

Chairman Carter delivered the Invocation and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for August 4, 2014:

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the Regular Session Minutes for August 4, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for August 4, 2014:

A motion was made by Virginia Spruill and seconded by Fannie Greene to approve the Closed Session Minutes for August 4, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for August 18, 2014:

A motion was made by Fannie Greene and seconded by Joseph Barrett to approve the agenda with the removal of Tab 4 for August 18, 2014. **Question Called: All present voting yes. Motion carried.**

Update Regarding the Merging of Districts 6A & 6B:

Judge W. Rob Lewis, III, District Court Judge of District 6B, appeared before the Board to inform them of changes in our current Court System. In 1990, the general legislature divided District 6B—Halifax, Northampton, Bertie and Hertford County into two districts: 6A and 6B. Last legislature in the appropriations committee, a bill was placed in to remerge the District Court and the Prosecutorial District, but kept the Superior Court District separate. Also for the first time in North Carolina history, judges were removed from one district and placed in

another. The legislature does have the authority to create and divide districts but they do not have the authority to remove judges that have been elected by the people. There are six judges in the two districts: three in Halifax and three in Bertie, Hertford and Northampton County. The three judges in Halifax as well as Judge Moody ran in the 2012 cycle (they were elected from 2012-2016). Judge Jones and Judge Lewis were elected in the 2010 cycle, so their tenure is up in 2014. When they removed the judges, they could not remove sitting judges. They took the judgeships that were up in 2014, and that took two judges that come out of the current 6B. The judgeships that Judge Lewis and Judge Jones held were not on the ballot last time, and as of 2014 (Dec. 31st) will no longer be viable. That leaves us with a merger. Judges Branch and Lewis have been working with a committee to develop consistent ways in which the courts will still function with the merger. There was a workload study done that was used to justify somewhat of the removal of the judges. He introduced Judge Brenda Branch who is the Chief District Court Judge of 6A.

Chairman Carter said he understands that Judge Lewis' four year election cycle will end on Dec. 31, 2014. He said he is sure that Judge Lewis would have possibly run for re-election in 2014 if this incident had not come about. Judge Lewis stated that this was correct. Mr. Carter said it seems that they have almost cut his career as a judge short. He wanted to know if they had the power to do that.

Judge Lewis said they don't have the power to stop him from being a judge. In 2016 if they so choose, he and Judge Jones can run for the positions that are available at that time. Legalistically, they have the authority to set judges, but they couldn't do it in term. When there was not someone sitting, they moved the judgeship. This has never happened before. They have never moved judgeships from one area to another. This was done on a personal request because of Representative Justin Burr. Judge Lewis mentioned that they are working hard to make sure the courts are covered. The judges that remain will have a lot of travel time, and that will make it difficult.

Commissioner Barrett asked if this will increase the workload for those four judges. Judge Lewis mentioned that some of the courts will be dropped or merged or changed. He said the judges will be stretched as far as their chamber time, and getting orders out.

Judge Branch came before the Board. She said she found that some people in the counties were concerned and misinformed about what was happening. She said the judges didn't have any part in this; they did go to Raleigh to lobby against it. They spent a day there and wrote letters to try and stop this from happening. She said they will go to different counties that are affected to explain what has happened, so that the Boards can inform their citizens. They will also talk about what they will do going forward. She mentioned that Judge Lewis has worked very hard with her to develop a plan. She noted that they don't know what will happen. One thing they know is that they will have to have a schedule come January 1st. They found that because of citizens' concerns they would have to have other agencies involved. They involved the clerks, the Sheriffs, and the DSS staff to create a committee. They asked the committee for their suggestions, or concerns as far as the schedule. Now they are on the circuit to talk to the counties. Afterwards they will try to sketch out something, then meet with the D.A. They will have to cut some courts and merge some courts. They will have to try to have judges in place to cover Bertie and Hertford counties, because as of Dec. 31st all of the judges will be from Northampton or Halifax County. There is a concern because that is a lot of mileage, as well as the concern of inclement weather. She said they anticipate "judge coverage days" where they

will have judges assigned to stay there. She invited the Board to contact either Judge Lewis or herself if they have questions, concerns or complaints from citizens. They will move forward in working on a schedule, considering the caseload for each district.

Chairman Carter thanked Judges Branch and Lewis for coming and giving the Board this update. He knows that this is a legislation brought down by the General Assembly and he hates that this has occurred, but feels that we should make the best of it.

Vice-Chairwoman Greene wanted to add that she has had the privilege of working with Judge Lewis for many years and found him to be a kind judge and very caring for the people. She feels it is Northampton County's loss and said that she is so sorry that this has happened. She also knows Judge Branch and feels she will do a good job, but the County will certainly miss Judge Lewis.

Judge Lewis thanked Mrs. Greene, and thanked everyone for well wishes. He said the people in the counties are good people, and it will be an adjustment, but they will try to make things work.

Judge Lewis also wanted to add that as Judge Branch gets the schedule together, in the beginning it might be a trial and error issue. There may be some complaints, but he is encouraging the Board to contact Judge Branch, and give her a chance to tweak it, since this is a new situation.

Vice-Chairwoman Greene asked if we are pretty much up to date, or do we have a backlog starting out.

Judge Lewis replied that Northampton County civilly is in excellent shape. They have gone back and cleaned up a lot of old cases. He thinks the County will be alright in terms of backlogging cases.

Budget Amendments and Mediacom Internet Access Contract for EOC:

Mrs. Dot Vick, Finance Officer, appeared before the Board to present Budget Amendments 1, 2, and 3.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to adopt Amendments number 1, 2 and 3. **Question Called: All present voting yes. Motion carried.**

Mrs. Vick also appeared before the Board to enter into a 36 month contract with Mediacom for Internet Access Service for the County. We currently have internet service with CenturyLink, but with Mediacom, we would increase the speed for our needs for the different locations in the County.

Chairman Carter asked why this is a 36 month contract verses a 12 month contract. Bill Blanchard, MIS/Computer Systems Administrator, answered this question. He mentioned that the 36 month contract is what Mediacom offered, and he did get it vented through the County Attorney. He said they didn't discuss a shorter contract, and that the CenturyLink contract is a five year contract.

Chairman Carter asked if Ms. Turner wanted to make a comment on this. She said no, unless anyone has a question. She mentioned that a 36 month contract is pretty normal. Anything over a five year contract, we should not enter into.

Commissioner Spruill asked if we ever compared Mediacom services with any other companies. Mr. Blanchard responded that we are limited to what vendors are available in Northampton County.

Commissioner Barrett asked if we were going to keep CenturyLink as well as Mediacom. Mr. Blanchard confirmed and mentioned that this is in addition to what we already have.

A motion was made by Fannie Greene and seconded by Joseph Barrett that the County engage Mediacom to provide additional internet service to the 123 Landfill Road location as agreed within the vented contract. **Question Called: All present voting yes. Motion carried.**

Vice-Chairwoman Greene asked Mr. Blanchard if he could give the Board an update on broadband. Mr. Blanchard stated that he is familiar with Donna Sullivan who was representing the state on the rural broadband initiative, but she has moved to a different area. He has not met the new person that has taken her place. At this time, he's seen a couple of things from his Association concerning that, but nothing pertaining to Northampton County. He said he will be happy to look into it. Mrs. Greene said she had attended a conference where broadband was the topic and she thinks it would be helpful to our citizens if we get connected.

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

#1

BOARD APPROVED

BUDGET AMENDMENT

07/31/14

2

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11- General Fund		
				<u>Cooperate Extension</u>		
				<u>Revenue:</u>		
113990	499000			Fund Balance appropriated	11,409	00
				<u>Disbursements:</u>		
114955	529008	523	00	Supplies for Oil Recycling Program		
	529009	485	00	EFNED Grant Supplies		
	529502	2,103	00	4-H Monsanto Grantand JCPC)		
	529505	1,501	00	4-h Grant (Upper Coastal Plains)		
	531106	2,546	00	Travel-Contributions		
	531108	198	00	Travel - Oil Recycling		
	529000	2,980	00	Norishing NC Grant(Garden Supplies)		
				<u>Animal AG Day Program</u>		
114955	529000	531	00	Other Supplies		
	531100	102	00	Travel		
	543200	309	00	Equipment		
	545100	131	00	Liability Insurance		
					11,409	00
		11,536	00		11,536	00

PREPARED BY Mary BradleyPOSTED BY Mary BradleyAPPROVED BY Kimberly L. DuDATE 08/05/1408/05/14

BOARD APPROVED _____



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

Dorothy E. Vick
Finance Director

Bill Blanchard
MIS

DECISION PAPER

TO: Northampton County Board of Commissioners
FM: Dot Vick, Finance Officer *D. V.*
RE: 36 Month Mediacom Internet Access Service for the County.
DT: August 4, 2014

PURPOSE: To seek approval from the board to enter into a 36 month contract with Mediacom for Internet Access Service for the County.

FACTS: The County Internet:

- The county has a 10 MB Internet Access Service through CenturyLink in conjunction with the metro-link connection between the 911 center and Court House Square.
- The Health Department has a 10 MB Internet Access Service through CenturyLink via NCTN.
- NCFast and other state services are moving toward cloud services requiring more Internet usage.
- The contract has been properly vented by the County Manager's office and County Attorney

DISCUSSION: As more and more applications require internet services, the county needs to increase its internet capacity. With the addition of Mediacom service, the County will increase band-width from 10 MB down and 10 MB up to 115 MB down and 20 MB up. This will help partially offset the speed issues of some of these cloud based applications. MIS already has in-place equipment to handle load-balancing across multiple internet service providers increasing internet service and providing fail-over in the event one provider has any service issue. The additional projected cost was budgeted for 2015.

These approximate costs are:

- Initial cost for Installation:\$25.00
- Annual fees:0.00
- Monthly fees:305.90

RECOMMENDATION:

Respectively request the Board of Commissioners approve: The County engages Mediacom to provide additional internet service to the 123 Landfill Road (E911/EOC) location as agreed within the vented contract.

Respectively Submitted:

Dot Vick, Finance Officer

COORDINATION:

Kimberly Turner, County Manager

Concur:

Concur with Comment

Non-Concur

Kimberly L. Turner 8/6/14


BUSINESS FACILITIES AGREEMENT FOR CATV, MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE

Mediacom Delaware LLC ("Mediacom") Northampton County, North Carolina ("Customer") Federal Tax ID #: 56-6000325 Billing Address: 132 Landfill Rd. Jackson, NC 27845. Premises: The real estate and improvements commonly known as Northampton County 911 Center located at 132 Landfill Rd. Jackson, NC 27845 (the "Premises").

*** For those customers purchasing Business Phone Services please be aware that Company contracts with its affiliate MCC Telephony of the Mid-Atlantic, LLC, for the provision of those services. Customers not purchasing Business Phone Services may disregard this statement.

Mediacom operates a cable television system serving an area that includes the Premises (the "System"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "Mediacom Services." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "Services") solely for use by Owner, employees and invitees while on the Premises. This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the attached General Terms (the "General Terms"), as revised by the Addendum attached hereto as Exhibit A, (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Service:	Term of Service: 3 year	Quantity	Monthly Rate/Service	Total Monthly Rate	Installation Fee/Set Up
Business Bundles:					
Bundle (10Mb/1MBs Internet + 1-4 lines w/ unl. LD) Number of lines: N/A			\$	\$ 0.00	\$
Mobile Data Hot Spot with 1 Gig Data package No .05/MB overage .40/MB data roaming			\$	\$ 0.00	\$
*Internet Service Upgrade: N/A			\$	\$ 0.00	\$
Internet Access Services:					
High Speed Data Ultra 105/10MB	1		\$ 299.95	\$299.95	\$
Static IP Addresses: 1	1		\$ 5.95	\$ 5.95	\$25.00
Commercial Wi-fi Router/Modem service (not compatible with static ip)			\$	\$ 0.00	\$
Web Hosting Service N/A			\$	\$ 0.00	\$
Telephone Services:					
Primary Phone Lines – includes nationwide long distance			\$	\$ 0.00	\$
Additional Phone Lines:			\$	\$ 0.00	\$
Additional Basic Line (\$0.045/min LD)			\$	\$ 0.00	\$
Additional White Page Listing (additional listings are \$6.99/month)			\$	\$ 0.00	\$
Toll Free Service Interstate Rate \$0.02 Intrastate Rate N/A Billing 18/6			\$	\$ 0.00	\$
Video Services					
Basic Service N/A includes N/A			\$	\$ 0.00	\$
Additional Outlets			\$	\$ 0.00	\$
Additional Equipment N/A			\$	\$ 0.00	\$
DVR Service			\$	\$ 0.00	\$
Digital Music Choice			\$	\$ 0.00	\$
Total Monthly and Installation Fee				\$305.90	\$25.00
Other Services			Amount	Duration	
N/A			\$	NA	N/A
N/A					

Listed fees/charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon the services or other items furnished, which will be added to invoices. Due upon activation of the applicable service. Any Promotional Fee applies for the stated number of months, after which the Regular Fee applies. If no Promotional Fee is indicated, Regular Fee applies throughout Service Term.

START DATE; EVALUATION PERIOD: Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after the Effective Date, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The "Start Date" will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

30 DAY MONEY BACK GUARANTEE: Customers who are not 100% satisfied with any Mediacom Business service may disconnect during the first 30 days and receive a full refund of the monthly service fee and standard installation fee actually paid. Equipment must be returned within 7 days of termination. Non-standard installation charges, such as construction costs, are additional costs and are not part of the 30-day money back guarantee. Guarantee does not apply to Fiber, PRI or Bulk (Fiber / HSD) services.

SERVICE AND AGREEMENT TERMS: Unless earlier terminated pursuant to this Agreement, for billing purposes, begins on the Start Date and ends 36 months following the Start Date. This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "Renewal Term", with all Renewal Terms and the Initial Term collectively being the "Term") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

By its signature below, each party acknowledges that it has read this Agreement (including the General Terms and incorporated terms located at http://www.mediacombusiness.com/files/MediacomBusiness_General_Terms_4.pdf), as revised by the Addendum attached hereto as Exhibit A, and agrees to its terms effective as 7/28/2014 (the "Effective Date").

Mediacom Delaware LLC

CUSTOMER: Northampton County, North Carolina

By: _____

By: _____

Printed Name: Don Hagwell

Printed Name: Robert V. Carter

Title: Regional Vice President

Title: _____



Name(s) of Authorized Account Representatives for Customer: Tom Bass

Version June 30 2014 MP

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) *Dorothy E. Visk*
Finance Officer

EXHIBIT A

**ADDENDUM TO BUSINESS FACILITIES AGREEMENT FOR CATV,
MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE
BY AND BETWEEN MEDIACOM DELAWARE, LLC AND
NORTHAMPTON COUNTY, NORTH CAROLINA**

Mediacom Delaware, LLC and Northampton County, North Carolina hereby acknowledge and agree that the General Terms incorporated in the forgoing Business Facilities Agreement for CATV, Mediacom Online Services and Mediacom Business Phone shall be, and hereby are, modified as follows:

Paragraph 3. Fees and Charges

The following sentence shall be stricken and deleted in its entirety: "If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System's full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date."

Paragraph 10. Termination

The last sentence of this paragraph shall be deleted.

Paragraph 11. Effects of Termination

Part (vi) of this paragraph stating "termination of this Agreement prior to completion of contract length shall warrant 100% of the MRC (monthly recurring cost) through the end date of the contract" shall be stricken and deleted in its entirety.

Paragraph 15. Limit on Direct Damages

This paragraph shall be stricken and deleted in its entirety.

Paragraph 16. Essential Element of the Bargain

This paragraph shall be stricken and deleted in its entirety.

Paragraph 17. Indemnification

This paragraph shall be revised to begin as follows: "To the extent permitted by law, ...".

Paragraph 19. Arbitration

This Section 19 shall be stricken in its entirety and replaced with the following: "This Section Intentionally Left Blank."

Mediacom Basic Video Service Contract for DSS:

Mrs. Sondra Vann appeared before the Board to seek approval to enter into a 36 month contract with Mediacom for Basic Video Service for the Department of Social Services.

Chairman Carter asked if this service was just for the DSS building. Mrs. Vann confirmed that it is. She said if they were to use the internet that requires the bandwidth it would become very slow, and with them having the Mediacom contract for their TVs it would relieve some of the bandwidth for the rest of the County. Mrs. Vann mentioned that this has been properly budgeted.

Commissioner Barrett asked if the new building had the CenturyLink connection as well. Bill Blanchard addressed this question and replied that all the buildings in the County are connected to the internet via the 911 center, so yes they are using the County internet. DSS is one of the higher end users of the internet bandwidth because of the new NC Fast. That is part of the reason he decided to go with Mediacom on that end of things.

A motion was made by Joseph Barrett and seconded by Fannie Greene that the Board of Commissioners approve the Department of Social Services contract with Mediacom to provide basic video service to the 9588 NC Hwy 305 location. **Question Called:** *All present voting yes.*
Motion carried.

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



STRIVING TO HELP IMPROVE
THE WELL-BEING OF OUR CITIZENS

NORTHAMPTON COUNTY DEPARTMENT OF SOCIAL SERVICES

P.O. BOX 157
JACKSON, NORTH CAROLINA 27845
(252) 534-5811
(252) 534-0061 Facsimile



SHELIA MANLEY EVANS
DIRECTOR

DECISION PAPER

TO: Northampton County Board of Commissioners
FM: *Shelia*
Shelia Evans, Director
RE: 36 Month Mediacom Basic Video Service for the Department of Social Services.
DT: August 4, 2014

PURPOSE: To seek approval from the board to enter into a 36 month contract with Mediacom for Basic Video Service for the Department of Social Services.

FACTS: The Department of Social Services:

- As part of the building project, DSS has seven (7) smart TV/Displays throughout the building for training, presentations and client information.
- At this time, the only outside video service available in the building is via the internet requiring additional bandwidth usage in an already taxing environment.
- The contract has been properly vetted by the County Manager's office and County Attorney

DISCUSSION: It is important for DSS to have basic video service for public safety information. The additional projected cost was budgeted for 2015. These approximate costs are:

- Initial cost for Installation:.....\$0.00
- Annual fees:0.00
- Monthly fees:41.00

RECOMMENDATION:

Respectfully request the Board of Commissioners approve: The Department of Social Services engages Mediacom to provide basic video service to the 9588 NC Hwy 305 location as agreed within the vetted contract.

Respectfully Submitted:

Shelia Evans
Shelia Evans, Director

COORDINATION:

Kimberly Turner, County Manager

Concur:

Concur with Comment

Non-Concur

Kimberly L. Turner 8/6/14

DOROTHY VICK, FINANCE OFFICER

CONCUR:

CONCUR WITH COMMENT

NON-CONCUR

Dor Vick 8-6-14


BUSINESS FACILITIES AGREEMENT FOR CATV, MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE

Mediacom Delaware LLC ("Mediacom") Northampton County, North Carolina ("Customer") Federal Tax ID #: 56-6000325 Billing Address: 9588 NC Hwy 305, Jackson, NC Premises: The real estate and improvements commonly known as Northampton County Department of Social Services located at 9588 NC Hwy 305, Jackson, NC (the "Premises").

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Service:	Term of Service: 3 year	Quantity	Monthly Rate/Service	Total Monthly Rate	Installation Fee/Set Up
Business Bundles:					
Bundle (10Mb/1MBs Internet + 1-4 lines w/ unl. LD) Number of lines: N/A			\$	\$ 0.00	\$
Mobile Data Hot Spot with 1 Gig Data package No .05/MB overage .40/MB data roaming			\$	\$ 0.00	\$
*Internet Service Upgrade: N/A			\$	\$ 0.00	\$
Internet Access Services:					
High Speed Data N/A			\$	\$	\$
Static IP Addresses: N/A			\$	\$	\$
Commercial Wi-fi Router/Modem service (not compatible with static ip)			\$	\$ 0.00	\$
Web Hosting Service N/A			\$	\$ 0.00	\$
Telephone Services:					
Primary Phone Lines – includes nationwide long distance			\$	\$ 0.00	\$
Additional Phone Lines:			\$	\$ 0.00	\$
Additional Basic Line (\$0.045/min LD)			\$	\$ 0.00	\$
Additional White Page Listing (additional listings are \$6.99/month)			\$	\$ 0.00	\$
Toll Free Service Interstate Rate \$0.02 Intrastate Rate N/A Billing 18/6			\$	\$ 0.00	\$
Video Services					
Basic Service Limited Basic includes N/A	1		\$ 41.00	\$ 41.00	\$
Additional Outlets			\$	\$ 0.00	\$
Additional Equipment N/A			\$	\$ 0.00	\$
DVR Service			\$	\$ 0.00	\$
Digital Music Choice			\$	\$ 0.00	\$
Total Monthly and Installation Fee				\$41.00	\$
Other Services					
			Amount	Duration	
N/A			\$	NA	N/A
N/A					

Listed fees/charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon the services or other items furnished, which will be added to invoices. Due upon activation of the applicable service. Any Promotional Fee applies for the stated number of months, after which the Regular Fee applies. If no Promotional Fee is indicated, Regular Fee applies throughout Service Term.

START DATE; EVALUATION PERIOD: Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after the Effective Date, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The "Start Date" will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

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By its signature below, each party acknowledges that it has read this Agreement (including the General Terms and incorporated terms located at http://www.mediacombusiness.com/files/MediacomBusiness_General_Terms_4.pdf), as revised by the Addendum attached hereto as Exhibit A, and agrees to its terms effective as 7/28/2014 (the "Effective Date").

Mediacom Delaware LLC

CUSTOMER: Northampton County, North Carolina

By: _____

By: _____

Printed Name: Don Hagwell

Printed Name: Robert V. Carter

Title: Regional Vice President

Title: _____



Name(s) of Authorized Account Representatives for Customer: Tom Bass

Version June 30 2014 MP

This Instrument has been pre-audited in the manner as

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

EXHIBIT A

**ADDENDUM TO BUSINESS FACILITIES AGREEMENT FOR CATV,
MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE
BY AND BETWEEN MEDIACOM DELAWARE, LLC AND
NORTHAMPTON COUNTY, NORTH CAROLINA**

Mediacom Delaware, LLC and Northampton County, North Carolina hereby acknowledge and agree that the General Terms incorporated in the forgoing Business Facilities Agreement for CATV, Mediacom Online Services and Mediacom Business Phone shall be, and hereby are, modified as follows:

Paragraph 3. Fees and Charges

The following sentence shall be stricken and deleted in its entirety: "If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System's full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date."

Paragraph 10. Termination

The last sentence of this paragraph shall be deleted.

Paragraph 11. Effects of Termination

Part (vi) of this paragraph stating "termination of this Agreement prior to completion of contract length shall warrant 100% of the MRC (monthly recurring cost) through the end date of the contract" shall be stricken and deleted in its entirety.

Paragraph 15. Limit on Direct Damages

This paragraph shall be stricken and deleted in its entirety.

Paragraph 16. Essential Element of the Bargain

This paragraph shall be stricken and deleted in its entirety.

Paragraph 17. Indemnification

This paragraph shall be revised to begin as follows: "To the extent permitted by law, ...".

Paragraph 19. Arbitration

This Section 19 shall be stricken in the entirety and replaced with the following: "This Section Intentionally Left Blank."

Resolution- Landfill Gas Monitoring Wells Project:

Jason Morris, Public Works Director, appeared before the Board to obtain approval for adoption and execution of the resolution for the exemption of the Northampton County Landfill Gas Monitoring Wells Project from G.S. 143-64.31.

This resolution is needed so that Public Works can move forward in accepting quotes from engineering firms in reference to landfill gas monitoring. Public Works will be installing some gas monitoring wells for the landfill that has been closed since 1995 that NCDENR wants them to monitor.

Commissioner Barrett asked if this was primarily methane. Mr. Morris replied that it includes any gases.

Commissioner Spruill asked if this was something new that we had not done in the past. Mr. Morris said no, this is not new, but new to us. He referred the Board to the copy of the landfill closure letter in the packet for their review dated 1995.

Commissioner Spruill asked what the total cost will be. Mr. Morris noted that he had received a rough estimate from an engineering firm, and he has budgeted \$9,750. Once the study is done, and NCDENR approves of where the monitoring wells will be and what will be done, he will know the exact cost.

Chairman Carter asked if this was the first time since 1995 that we've had any contact from DENR. Mr. Morris replied no, we have an inspector from the Solid Waste division of NCDENR that usually comes by once a year to do an inspection of the closed landfill to make sure everything is operating as it should. Before this budget year came up, she called Mr. Morris and told him to put this in his budget. She mentioned that they were coming back on these old closure letters to make sure that the County is up to par. They are trying to get the County in compliance with the closure letter.

The \$9,750 that Mr. Morris has budgeted will also include a landfill gas monitoring plan that will be submitted to NCDENR, and four well installations (there may be a possibility that we only need three). It will also cover a well installation report that is done after the wells are in place. The money is budgeted in this year's budget.

Commissioner Barrett asked if we have more than one site closure. Mr. Morris replied that we have a very old landfill site that was closed years ago. Mr. Barrett asked if it was going to be monitored. Mr. Morris replied yes. He is planning to monitor any gases that may be flowing towards any residences, any currently used wells or any business buildings that may be in that area. Commissioner Barrett asked when Mr. Morris uses the term gas monitoring wells, does that mean it will be drilled into the surface and somewhat permanent. Mr. Morris confirmed. He said the plan is to purchase the equipment and monitor it themselves.

Vice-Chairwoman Greene said it seems that we don't have much say in this, it looks like this is a requirement from DENR. She asked if that was correct. Mr. Morris said that it is, and the inspector was here around the first week of July. She did her report, but she said she would write

in there that the County is moving forward with this. If they see that we are not, they could issue a violation, and there could be fines, etc.

A motion was made by Virginia Spruill and seconded by Chester Deloatch that the Board of Commissioners approve and execute the resolution for exempting the Northampton County Landfill Gas Monitoring Wells Project from G.S. 143-64.31. **Question Called: All present voting yes. Motion carried.**

Commissioner Barrett mentioned to Mr. Morris that when he read the resolution, his definition of exempting is different. The way it reads, he thought we would've been exempt. Mr. Morris stated that engineering firms won't put in a quote unless we have this document. The document was pulled off of UNC School of Government's website that would exempt small projects under \$50,000, and it allows these engineering firms to put in a bid to do such work. Commissioner Barrett said it was confusing to him.

Mr. Morris said that this is just a resolution so that we could get the bids, they will be getting bids from engineering firms to come in to do the work. So he will be back with that before anyone starts any work.

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

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: August 18, 2014

Reference: Resolution for exempting Northampton County landfill Gas Monitoring Wells Project from GS 143-64.31.

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for adoption and execution of the resolution for the exemption of the Northampton County Landfill Gas Monitoring Wells Project from G.S. 143-64.31.

Facts:

1. By notification from the inspector from NCDENR, Landfill Gas Monitoring should be initiated as soon as possible to be in compliance with Landfill Closure letter dated September 12, 1995.
2. The current 2014/2015 fiscal year budget has appropriated \$9,750 for the purpose of compliance with the Landfill Closure Letter.
3. This resolution will allow County Personnel to obtain necessary quotes from Architectural/Engineering firms to do the Landfill Gas Monitoring Project.

Discussion: This project is a requirement of NCDENR.

Recommendation: Public Works Department recommends the Board of Commissioners approve and execute the resolution for exempting the Northampton County Landfill Gas Monitoring Wells Project from G.S. 143-64.31.

Respectfully submitted,



Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Def Veto 8-6-14

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly L. Lee 8/6/14

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

RESOLUTION EXEMPTING
Northampton County Landfill Gas Monitoring Wells Project
FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS, Northampton County proposes to enter into one or more contracts for design services for work on Northampton County Landfill Gas Monitoring Wells Project; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.32 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE Board of Commissioners OF Northampton County RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

Approved this ____ day of August, 2014

Northampton County, North Carolina

By: _____
Robert V. Carter, Chairman
Northampton County Board of Commissioners

ATTEST:

Michelle Nelson, Northampton County Clerk
Acknowledged and agreed, this ____ day of August, 2014

**Updated September 5, 2013 to reflect changes to G.S. 143-64.32 enacted
during the 2013 legislative session (S.L. 2013-401).

State of North Carolina
Department of Environment,
Health and Natural Resources
Division of Solid Waste Management

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary
William L. Meyer, Director



September 12, 1995

Mr. Wayne Jenkins, Director
Northampton County Public Works
County of Northampton
P.O. Box 808
Jackson, North Carolina 27845

SUBJECT: Closure of the Northampton County Landfill MSW Units
FACILITY PERMIT #: 66-01

Dear Mr. Jenkins:

The Solid Waste Section (the Section) has received and reviewed documentation submitted by Rivers and Associates, Inc. your consultant, on your behalf regarding the subject facility. Based on this documentation, dated September 1994 and letter dated 11 November 1994, the Section has determined that the MSW unit at the subject facility has been closed in accordance with the applicable requirements. This determination may be rescinded should any of the documentation prove to be inaccurate.

The MSW unit at the subject facility is considered closed subject to the following post closure conditions. The owner and/or operator of the facility, Northampton County, is responsible for compliance with these conditions. Condition #8 addresses continued water quality monitoring for the existing ground water monitoring system.

Please note, that this closure shall become effective upon written notification by the owner/operator that the facility shall be maintained in compliance with the post closure conditions specified in this letter. Rule .0510 also states that when a disposal unit is closed, the permit to operate that unit is terminated and any future disposal operations will require approval by the Section.

Fayetteville Regional Office
225 Green Street, Suite 601, Fayetteville, North Carolina 28301 Telephone 910-486-1191 FAX 910-486-1791
An Equal Opportunity Affirmative Action Employer 50% recycled/ 10% post-consumer paper

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County of Northampton
Closure Letter
September 12, 1995

POST CLOSURE CONDITIONS

1. **MANAGEMENT OF LANDFILL GAS:** The owner and/or operator shall take the measures necessary to ensure that the closed site shall continue to meet the design standards for landfill gas found in Rule .0503(2)(a).
2. **MANAGEMENT OF SURFACE WATER:** The owner and/or operator shall take the measures necessary to ensure that the closed site shall meet the requirements of Rule .0503(2)(c). In addition, the landfill unit shall be maintained such that surface water runoff occurs in a controlled manner, and surface water shall not be impounded over waste.
3. **AIR QUALITY:** The owner/operator shall ensure that landfill units do not violate any applicable requirements developed under a State Implementation Plan approved or promulgated by the U.S. EPA Administrator pursuant to Section 110 of the Clean Air Act, as amended.
4. **FINAL COVER SYSTEM:** The integrity and effectiveness of the final cover system and any permanent erosion control devices must be maintained. This could include making repairs to the cover as necessary to correct the effects of settlement, subsidence, erosion, or other events.
5. **PROPOSED USES:** The owner/operator shall submit a proposal for the Section's review and approval addressing post closures uses of the facility. Proposed post closure uses shall not violate any post closure conditions found in this letter. In particular, plans for post closure uses shall avoid possibilities for the entrapment of methane gas. Routine landfill gas monitoring within structures and at the facility boundary may not be sufficient to detect potentially dangerous situations.
6. **ONGOING SOLID WASTE MANAGEMENT ACTIVITIES:** Continuing solid waste management activities (e.g. yardwaste composting, scrap tire collection, solid waste transfer) shall not violate any post closure conditions found in this letter, and must meet any other applicable requirements.
7. **RECORDATION:** The owner/operator shall ensure that the recordation requirements for land disposal sites found in Rule .0204 are met.

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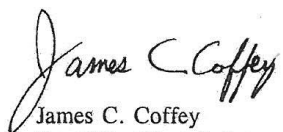
8. **WATER QUALITY MONITORING AND REPORTING REQUIREMENTS:**

- a. Groundwater quality at this facility is subject to the "Classification and Water Quality Standards Applicable to the Groundwaters of North Carolina," 15A NCAC 2L. This includes, but is not limited to, the provisions for detection monitoring, assessment, and corrective action.
- b. The permittee shall sample the detection monitoring wells and surface water sampling location(s) at a minimum on a semi-annual basis or as directed by the Solid Waste Section.
- c. Water quality detection monitoring shall continue for a minimum of five years from the date of the Sections's receipt of the owner/operator's notification that the facility will be maintained in compliance with the post-closure conditions specified in this letter. After five years the Sections will determine if further monitoring is to be required.
- d. Sampling equipment and methods shall conform to specifications in Attachment 1, "North Carolina Water Quality Monitoring Guidance Document for Solid Waste Facilities." The sampling parameters and methods shall be those found in Attachment 2, "Sampling and Analysis Requirements for Construction and Demolition Landfills and Closed Sanitary Landfills", or an alternate list of sampling parameters as approved by the Solid Waste Section.
- e. The permittee shall maintain a record of all monitoring events and analytical data. Reports of the sampling events and analytical data shall be submitted to the Section in a timely manner.
- f. The water quality assessment at this facility shall continue in accordance with the conditions of the assessment plan approved by the Solid Waste Section, as referenced by the letter dated 24 February 1994 "Approval of Contamination Assessment Plan and Authorization to Construct Additional Monitoring Wells at the Northampton County landfill" and any or all requests/requirements in the future.

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September 12, 1995

If there are questions regarding this closure letter please contact me at (910) 486-1191.

Sincerely,

A handwritten signature in cursive script that reads "James C. Coffey". The signature is written in dark ink and is positioned above the printed name and title.

James C. Coffey
Permitting Branch Supervisor
Solid Waste Section

cc: Phil Prete
Terry Dover
Ben Barnes
Central Files

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 \$2,121.51 on thirty-five appeals.

Vice-Chairwoman Greene asked if it will get better. Mrs. Allen said she prays it will, but she can't answer that question. It depends on those that purchase new vehicles and the tax payers themselves. If they give an address such as 9035 Hwy 35, and our information is 9035 35 Hwy, then it will not match the DMV system. They have to have the address exactly as we gave it to them.

Chairman Carter asked if we were losing any funds, or are we just getting what is due. Mrs. Allen confirmed that we are getting what is due plus more, because of the incorrect information, it puts more funds in the Jackson Fire District, and the Jackson tax code as well. We have to assign a default tax code which is Jackson. It looks like it is putting more money into the Jackson Fire District code and the Jackson Town code. The money is going to be refunded from the same tax code where the money was entered into.

Chairman Carter wanted to clarify, and asked if Jackson Fire District is going to benefit over the other Fire Districts. Mrs. Allen replied that they are going to benefit until the Board approves the refund, then it is going to come back out of that fund. The reason that Jackson Fire District was selected as the default is because Jackson is the County seat.

A motion was made by Chester Deloatch and seconded by Virginia Spruill 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. **Question Called:** **All present voting yes. Motion carried.**

Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to request a date and time to hold a Public Hearing for the anticipation of applying for the CDBG Infrastructure Grant for the Barrow Mills Project. She is requesting September 3, 2014 at 10:05 am.

A motion was made by Virginia Spruill and seconded by Chester Deloatch that the Board accept the date of 9/3/14, 10:05 for the Barrow Mills Project. **Question Called:** **All present voting yes. Motion carried.**

Ms. Turner also appeared before the Board to remind them that she needs their Legislative Goals. She already has Commissioner Barrett's. She also has the tax penalty letter to include. She would like to get the form completed to send to the Association of County Commissioners.

Ms. Turner also asked the Board if they would like to tour the old DSS Building after the next Commissioners' Meeting. She said there have been discussions about moving the administrative offices over to the old DSS building. She walked through the building on August 12th and feels it would be beneficial for the Board to take a walk through themselves before there is another discussion about that.

Chairman Carter mentioned that based on what the County Manager is saying, by taking a look at the building, it could help make a decision of the future use of the building for administrative offices for the County, or whatever the Board deems necessary. He thinks it will be good for them to view the building as to what might be useable and what might not be useable for the County in the future.

There was a Board consensus that they will tour the old DSS building after the September 3rd Commissioners' Meeting.

Ms. Turner also mentioned that a notice to proceed has been issued for the Severn Peanut Natural Gasline Project. It was issued on August 14, 2014 to the project engineers.

Ms. Turner also told the Commissioners that she has been accepted into the Municipal and County Administration course that will take place from September to April, and she will be out of the office in Chapel Hill one week at a time each month for seven months.

Finally, Ms. Turner announced that Vice-Chairwoman Greene had been named as the County Ambassador for Northampton County. There is an article in the County Lines magazine about it.

Vice-Chairwoman Greene also mentioned that she heard that the Meals on Wheels program has gotten started last week at Lake Gaston and went very well.

Citizens/Board Comments:

Chairman Carter called for Citizens Comments.

None were heard.

Chairman Carter called for Board Comments.

Vice-Chairwoman Greene asked about the County Website, and referred to some confusion on the webpage. Some of her information is under Mrs. Spruill's name and Mrs. Spruill's information is under hers. She asked Ms. Turner if she could check on that. Commissioner Barrett asked if it would be helpful to have the physical address for each County department on the website in case someone needs to go to the office and doesn't know where it is.

Vice-Chairwoman Greene also mentioned that she had the opportunity to attend the state conference this week. There were 75 Counties present out of 100 in North Carolina. She brought back information for each of the Commissioners, and she wanted to announce that NACO, the national conference next year will be in Mecklenburg County, and the state conference will be in Greenville, NC. She also wanted to note that she has been voted Chairperson of the North Carolina Association of Black County Commissioners.

Chairman Carter noted that he continues to receive calls about things that are not working well in the County. He lets citizens know that he does not handle day to day operations. That is handled by the County Manager and her staff. He also mentioned that if any Commissioner receives comments or questions from citizens, they should refer them to the County Manager's office. If it is not solved with the County Manager, then it can be referred to the County Commissioner.

A motion was made by Chester Deloatch and seconded by Virginia Spruill to recess regular session for the purpose of entering closed session for G.S. 143-318.11(a)(6). **Question Called:** *All present voting yes.* **Motion carried.**

Chairman Carter called for a 3 minute break.

A motion was made by Virginia Spruill and seconded by Chester Deloatch to enter into closed session. **Question Called:** *All present voting yes.* **Motion carried.**

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

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

A motion was made by Virginia Spruill and seconded by Chester Deloatch to enter into regular session. **Question Called:** *All present voting yes.* **Motion carried.**

A motion was made by Virginia Spruill and seconded by Chester Deloatch to accept the agreement executed and entered into as of 18 August 2014, by and between the County of Northampton, State of North Carolina, a body politic and corporate, hereinafter called "the County," as party of the first part; and Kimberly L. Turner, a citizen and resident of 171 George Dead End Road, Woodland, North Carolina, hereinafter called "Employee," as party of the second part. **Question Called:** *4 yes (Commissioners Spruill, Greene, Deloatch and Carter), 1 no (Commissioner Barrett).* **Motion carried.**

Commissioner Barrett stated that he is not opposed to Ms. Turner. He mentioned as he has said before, that he didn't like the language that was in Mr. Jenkins' contract, and he doesn't like it in Ms. Turner's contract either. He wanted to make note of that.

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

Michelle Nelson, Clerk to the Board
"r.m. 08-18-14"