

STATE OF NORTH CAROLINA

MINUTES

COUNTY OF MADISON

The Madison County Board of Commissioners met in regular session on Monday, February 13, 2012 at 7:00 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

In attendance were Chairperson Debbie Ponder, Vice-Chairman Billy Roberts, Commissioner Bill Briggs, Commissioner Hall Moore, Commissioner Sue Vilcinskas, County Manager Steve Garrison, and Attorney Larry Leake.

I.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the agenda as presented.

II.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the minutes of the January 09, 2012 meeting with the following corrections:

- 11 – Commissioner Briggs voted in the negative.
- 14 – Commissioner Briggs voted in the negative.

III.

The audit report for the 2010-2011 fiscal year was presented by Darlyne Rhinehart and Tonya Marshall.

IV.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to employ Amanda Fisher in the CPS unit.

V.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Vilcinskas, seconded by Commissioner Roberts, the Board voted unanimously to transfer Ellen Banks to a SWS II position.

VI.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to transfer Anna Beck to a SW I A&T (In Home Services) position.

VII.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to transfer Heather Sawyer to an IMC II Food Stamp position.

VIII.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to transfer Lindsay Goforth to an IMC II Adult Medicaid position.

IX.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to transfer Vanessa Fisher to an IMC II Food Stamp position.

X.

Upon recommendation of Jan Shepard, Interim Health Director, and upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to employ Stephanie Carter for the Social Work position at the Health Department.

XI.

Upon request of Jan Shepard, and upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to grant permission to Mrs. Shepard to advertise for a dental assistant position.

XII.

The Board received the 2011 Community Health Assessment.

XIII.

The Board heard from Garry Moore who advised that the Town of Marshall had begun the necessary steps to obtain extraterritorial zoning jurisdiction.

XIV.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to contract with French Broad Electric for internet service for the Library. The charges total \$729.88 per month. The contract is effective from July 1, 2012 through June 30, 2013.

XV.

Upon recommendation of Sallie Klipp, Library Director, and upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to move Anita Parker from a temporary substitute to a permanent part-time children's program coordinator, without benefits.

The Board heard from Mrs. Klipp in regards to the library's ongoing outreach efforts.

XVI.

Nancy Hodges of RiverLink addressed the Board with regard to constructing a river access point, on County property, on the Blannahasset Island.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to grant permission to RiverLink for access to look at a possible site and to bring the findings back to the Board.

XVII.

Chuck Blethen made a presentation to the Board describing the economic potential that grapes have for our County.

XVIII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to appoint Vonciel Penland, Mary Kate Griffin, Henrietta Anderson and Wylene Skipper to the Nursing/Adult Care Home Advisory Board.

XIX.

County Attorney Larry Leake advised the Board that the North Carolina General Assembly had passed a law requiring that all individuals sentenced to a prison term of six months or less be imprisoned in County jails, as opposed to being imprisoned in the State Prison System. He further advised that it was not mandatory that Madison house such prisoners, but if it did not do so, that Madison would be required to bare the expense of transporting such prisoners to a County jail accepting same at the County's cost, or in the alternative, the County could agree to house such prisoners and receive a fee from the State of \$40.00.

He further advised the Board that the Sheriff had advised that he favored the housing of such prisoners in the County jail, and receiving the \$40.00 daily fee, as opposed to the cost of transporting same.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to authorize the Chairman to sign the appropriate contract with the State.

XX.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the attached Budget Amendment #07.

XXI.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the attached property tax releases/vehicle tax releases/tax refunds.

XXII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to adjourn.

This the 13th day of February, 2012.

MADISON COUNTY

By: _____
Debbie Ponder, Chairperson

ATTEST:

Larry Leake, Clerk

FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION
BROADBAND INTERNET ACCESS SERVICE AGREEMENT

Service Level Description And Signature Page

This French Broad Electric Membership Corporation Internet Broadband Internet Access Service Agreement (the "Agreement") sets forth the terms and conditions under which French Broad Electric Membership Corporation ("French Broad EMC") will provide Broadband Internet Access Service to you, and shall be deemed to include this Service Level Description and Signature Page and the attached Broadband Internet Access Service Agreement (and all attachments thereto). This Agreement is entered into by you ("Customer" or "You") for You and your employees and agents and by French Broad EMC for itself and its subsidiaries and affiliates that provide the Broadband Internet Access Service (the "French Broad EMC Broadband Service").

1. **THE AGREEMENT.** The attached Agreement explains important details concerning the French Broad EMC Broadband Service provided by French Broad EMC and it explains your obligations in order to obtain and keep French Broad EMC Broadband Service. The following topics, among others, are explained in the attached Agreement related to your use of French Broad EMC Broadband Service:

- FRENCH BROAD EMC may amend this Agreement at any time by providing revisions to you in your monthly billing statement or by posting revisions to this Agreement on the French Broad EMC site.
- FRENCH BROAD EMC may offer multiple products or packages now or in the future that consist of varying features and restrictions, including but not limited to, different speeds, traffic consumption allowances, or email accounts, among other product attributes. You agree that your usage will remain within the parameters established by FRENCH BROAD EMC for your particular package, and that you will pay any surcharges that are established and communicated to you as being applicable for exceeding the limits of your particular package. Product and package features and restrictions are subject to change at any time, with or without notice, at FRENCH BROAD EMC's sole discretion.
- You are responsible for the security of your own computer system and for preventing use of your FRENCH BROAD EMC Broadband Service by others.
- FRENCH BROAD EMC is not responsible for any Adware, Spyware, viruses, content or other damaging attributes You encounter when You access the Internet using FRENCH BROAD EMC Broadband Service
- You may have to pay a re-connect fees if your FRENCH BROAD EMC Broadband Service is disconnected for non-payment or violation of this Agreement
- All hardware supplied by FRENCH BROAD EMC under this Agreement is the property of FRENCH BROAD EMC unless otherwise indicated below.
- You agree to indemnify and hold harmless FRENCH BROAD EMC against any cost, claim, liability or expense arising from or related to your use of FRENCH BROAD EMC Broadband Service.

2. **SERVICE LEVEL DESCRIPTION.** In addition to the FRENCH BROAD EMC Broadband Service, you desire (and FRENCH BROAD EMC agrees to provide) the following additional services and/or equipment:

By signing below, I authorize the installation and acknowledge that I have read, fully understand, and agree to the terms and conditions set out in the attached Agreement and any attachments thereto.

Kelby Cody
 FRENCH BROAD EMC Employee/Agent Signature

Kelby Cody
 Name and Title (Please Print)

1-13-12
 Date Signed

 Customer Signature

 Name and Title (Please Print)

 Date Signed

**FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION
BROADBAND INTERNET ACCESS SERVICE AGREEMENT**

This FRENCH BROAD EMC Broadband Internet Access Service Agreement (the "Agreement") is entered into by you ("Customer" or "You") for You and your employees and agents and by FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION ("FRENCH BROAD EMC") for itself, its subsidiaries and affiliates that provide the various broadband internet access services that are available now or may be available in the future (the "FRENCH BROAD EMC Broadband Service"). FRENCH BROAD EMC and You are the parties to this Agreement.

1. Acceptance of this Agreement. By signing this Agreement or by utilizing FRENCH BROAD EMC Broadband Service, You acknowledge you have read and understand this Agreement and You accept this Agreement (together with all of the policies attached hereto) and agree to abide by its terms and conditions as they may be amended from time to time. Please take the time to read this Agreement carefully. The terms and conditions of this Agreement may be amended from time to time by FRENCH BROAD EMC by providing notice of changes in the FRENCH BROAD EMC monthly billing statements. Use of the FRENCH BROAD EMC Broadband Service by You after a change to these terms and conditions has been so notified by FRENCH BROAD EMC, shall constitute acceptance by You of such changed terms. If You do not wish to accept such changes, your only remedy is to terminate the FRENCH BROAD EMC Broadband Service that FRENCH BROAD EMC is providing to You under this Agreement within thirty (30) calendar days of the date the change was notified by FRENCH BROAD EMC.

2. The FRENCH BROAD EMC Broadband Service, Installation and Access.

(a) **FRENCH BROAD EMC Broadband Service.** Subject to and in accordance with the terms and conditions of this Agreement, FRENCH BROAD EMC will provide to You at your residence or place of business (the "Site"): (i) a single connection to the FRENCH BROAD EMC fiber-optic network, in the form of an access cable with 10/100 Mbps ("Fast Ethernet") termination, (ii) a single assigned, fixed, public IP address for your use as long as your subscription to FRENCH BROAD EMC continues, (iii) a fiber optic to Ethernet converter, if requested by You, and (iv) other such optional services, equipment and features as described in the foregoing Service

Level Description and Signature Page (the "Signature Page"). FRENCH BROAD EMC may offer multiple FRENCH BROAD EMC Broadband Service products or packages now or in the future that consist of varying features and restrictions, including but not limited to, different speeds, traffic consumption allowances, amongst other product attributes. Product and package features and restrictions are subject to change at any time, with or without notice, at FRENCH BROAD EMC's sole discretion.

(b) **Installation and Access.** FRENCH BROAD EMC or its agent or contractor will schedule one or more installation visits with You. You must be present at your service location during an installation to be performed by FRENCH BROAD EMC, its agent or contractor. FRENCH BROAD EMC assumes no liability for files, data or other information that may be lost on your computer system during the installation process, and You agree to hold FRENCH BROAD EMC harmless for all such lost files, data and other information. Therefore, You should back up your files before installation. After installation and during the term of this Agreement, You shall provide FRENCH BROAD EMC with reasonable access to your Site to inspect, repair and maintain FRENCH BROAD EMC's subscriber premises equipment owned by FRENCH BROAD EMC (the "Equipment"). Upon termination or expiration of this Agreement or disconnection of the FRENCH BROAD EMC Broadband Service, You shall be obligated to return any Equipment to FRENCH BROAD EMC or to provide FRENCH BROAD EMC with access to the Site to recover such Equipment, if it was provided to You by FRENCH BROAD EMC. You agree FRENCH BROAD EMC may visit the Site upon termination or expiration of this Agreement or disconnection of the FRENCH BROAD EMC Broadband Service to recover its Equipment. FRENCH BROAD EMC does not restore or reconfigure your computer after deinstallation, and You agree FRENCH BROAD EMC is not responsible for doing so.

(c) **Traffic Consumption Allowances.** FRENCH BROAD EMC has the right to monitor, measure and report bandwidth consumption by You. FRENCH BROAD EMC reserves the right to establish, modify and/or enforce consumption allowances at any time now or in the future, with or without notice, and apply a surcharge for excess usage.

3. FRENCH BROAD EMC Support and Maintenance of the FRENCH BROAD EMC

Broadband Service. FRENCH BROAD EMC will provide customer support for use of the FRENCH BROAD EMC Broadband Service solely on the Equipment described on the Signature Page. FRENCH BROAD EMC does not guarantee that the support will be available or that FRENCH BROAD EMC will make the FRENCH BROAD EMC Broadband Service work on your system or resolve all problems in connection therewith. Support will be available on a commercially reasonable basis via telephone or at the FRENCH BROAD EMC Site. Telephone numbers for such customer support are posted on the FRENCH BROAD EMC Site and are included in the section 10 of this Agreement. If your use of the FRENCH BROAD EMC Broadband Service, or any other Equipment supplied by FRENCH BROAD EMC requires that FRENCH BROAD EMC visit the Site for assistance, repair, installation or connection, FRENCH BROAD EMC shall be entitled to charge its then prevailing rates and costs for such visit, and You agree to pay FRENCH BROAD EMC for such charges. FRENCH BROAD EMC does not undertake to correct or repair, and shall have no responsibility for, software, hardware or equipment that it does not supply, and makes no guarantee that it will be able to fix your software, hardware or equipment even if supplied by FRENCH BROAD EMC. The FRENCH BROAD EMC Broadband Service is designed to be faster than telephone dial-up Internet access service, however, the speed of the FRENCH BROAD EMC connection between your location and any other site off of the FRENCH BROAD EMC network will vary depending upon your computer and associated equipment, Internet traffic and associated equipment, and other factors.

4. Your Obligations.

(a) Payment.

(i) **Installation Fee and Monthly Charges for FRENCH BROAD EMC Broadband Service.** You are obligated to pay the installation fee and monthly charges for the FRENCH BROAD EMC Broadband Service as such charges may be determined from time to time by FRENCH BROAD EMC in its discretion upon reasonable notice to You. If You do not want to keep the FRENCH BROAD EMC Broadband Service because the charges change, You may terminate your FRENCH BROAD EMC Broadband Service at any time as set forth in Section 10 below. You are required to pay and You agree to pay all monthly charges one month in advance.

(ii) **Cancellation of FRENCH BROAD EMC Broadband Service.** If You cancel the FRENCH BROAD EMC Broadband Service for any reason, FRENCH BROAD EMC will not be required to refund to You any portion of the monthly charge paid (or to be paid) by You for the month in which cancellation occurs.

(iii) **Failure to pay.** If You fail to pay the monthly charges after notification of delinquency within thirty (30) calendar days of the due date, FRENCH BROAD EMC may impose a late fee, or disconnect the FRENCH BROAD EMC Broadband Service, or both, in its discretion. FRENCH BROAD EMC may also charge a service fee for all returned checks and bank card or charge card charge backs, and You agree to pay FRENCH BROAD EMC for such service fees. FRENCH BROAD EMC reserves the right to transfer any past due amount to your French Broad EMC electric account. This past due amount will be applied to the 31-60 days-delinquent status, thus making your French Broad EMC electric account subject to disconnection upon nonpayment.

(iv) **Re-connect and re-installation fee.** If You disconnect the FRENCH BROAD EMC Broadband Service, request that the FRENCH BROAD EMC Broadband Service be disconnected, or if your FRENCH BROAD EMC Broadband Service is disconnected due to nonpayment or other breach of this Agreement, and if FRENCH BROAD EMC agrees to reconnect the FRENCH BROAD EMC Broadband Service, You will be charged fees for reconnecting and reinstalling the FRENCH BROAD EMC Broadband Service as well as a deposit, and You agree to pay FRENCH BROAD EMC for such fees. In the event of a violation of this agreement by You, a non-refundable investigation fee shall also be charged to your account and you agree to and shall pay any such investigation fees.

(v) **Charges for other services or goods.** From time to time, You may decide to select additional services or purchase goods offered by FRENCH BROAD EMC or by third parties. Such services and goods are not covered by the monthly fee and You will be charged separately for them, and You agree to pay for such services and goods.

(vi) **Deposit.** You may be required to pay a deposit as listed on the Internet Pricing Sheet within this agreement. This deposit is due prior to the connection of service and is refundable after one year of consecutive on time payments. On time payments are all amounts due are paid prior to the due date listed on the bill.

(b) **Your Online Conduct and Use of the FRENCH BROAD EMC Broadband Service.** As a condition of this Agreement, You agree to use the FRENCH BROAD EMC Broadband Service in accordance with the terms and conditions of this Agreement and the FRENCH BROAD EMC Acceptable Use Policy (the "Use Policy") which is Attachment A to this Agreement. You understand that FRENCH BROAD EMC has the right to enforce these terms and conditions and the Use Policy in its sole discretion. In the event of a violation by You, FRENCH BROAD EMC may, singly or in any combination, issue a warning, suspend or terminate your FRENCH BROAD EMC Broadband Service, remove posted content, cancel newsgroup posts, and filter Internet transmissions, and FRENCH BROAD EMC has no obligation to notify You prior to taking any such actions. FRENCH BROAD EMC reserves the right, but has no obligation, to monitor compliance with and investigate violations of this Agreement and the Use Policy, including but not limited to monitoring bandwidth, gathering information from You and other users, and examining material on FRENCH BROAD EMC's servers and network. You agree FRENCH BROAD EMC shall not be liable to You for any of its actions taken to enforce this Agreement including FRENCH BROAD EMC's Use Policy.

(c) **Responsibility for security of your credit card and other information You provide on the Internet.** From time to time You may decide to visit various third-party Web sites or to order products or services from third parties when You access the Internet. We recommend that You use only secured Internet sites when making your credit card and any other information about yourself available to others on the Internet. You agree You are solely responsible for the security of your credit card and similar information from unwanted charges or use.

(d) **Current address and information.** You are required and You agree to keep FRENCH BROAD EMC notified in a timely manner of any changes in the information You provide to FRENCH BROAD EMC, including when You initially register to use the FRENCH BROAD EMC Broadband Service.

(e) **Theft of Service.** You may not use any service offered by FRENCH BROAD EMC for which You do not have an active account or for which you have not paid the appropriate fee. If such activity is discovered, FRENCH BROAD EMC may pursue all of its remedies, including, without limitation, by charging for such additional use.

(f) **Local networking.** FRENCH BROAD EMC will provide the connection of the FRENCH BROAD EMC Broadband Service through a single port fiber media converter or other approved subscriber premises equipment. FRENCH BROAD EMC does not support the setup, configurations and equipment maintenance of devices, including multifunction devices that may contain a switch, router, firewall, etc., that allow for the connection of multiple computers at the Site.

(g) **Multiple IP Addresses.** The FRENCH BROAD EMC Broadband Service provides for the use of a single (1) public IP address that is dynamically assigned. Additional dynamically-assigned, public IP addresses can be leased by You for an additional monthly charge. You may use either dynamically-assigned IP addresses or statically-assigned IP addresses, but you may not combine both types of IP addresses in your account. Your use of additional IP addresses for FRENCH BROAD EMC Broadband Service must comply with the terms of this Agreement.

5. Your Warranties, Representations and Indemnifications.

(a) **Warranties and Representations.** You warrant and represent that: You are at least eighteen (18) years of age; You will use the FRENCH BROAD EMC Broadband Service only in accordance with this Agreement; You will make all payments required herein; and You are a resident of the United States.

(b) **Indemnification.** You agree to indemnify and hold harmless FRENCH BROAD EMC (its affiliates, subsidiaries, officers, directors, employees, contractors, agents and representatives) (together "FRENCH BROAD EMC Indemnified Entities") against any cost, claim, liability or expense any of the FRENCH BROAD EMC Indemnified Entities incur as a result of or arising out of or related to: (i) your breach of this Agreement or of your warranties and representations made herein; (ii) your willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of your password, name or user name; and (iv) your violation of any third party's rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, FRENCH BROAD EMC or the affected FRENCH BROAD EMC Indemnified Parties shall notify You and You shall cooperate in their defense at your sole cost and defense. As part of your indemnification obligations, You agree to reimburse FRENCH BROAD EMC for any costs it incurs, including complaint fees charged by AOL, UUNet and similar network providers and investigation expenses, due to complaints filed regarding your activity (or activity for which You are

responsible) in using the FRENCH BROAD EMC Broadband Service.

6. Equipment Ownership.

(a) Any subscriber premises Equipment supplied by FRENCH BROAD EMC under this Agreement is the property of FRENCH BROAD EMC and must be returned to FRENCH BROAD EMC in good and working condition upon the termination or expiration of this Agreement or the disconnection of your FRENCH BROAD EMC Broadband Service. You must use reasonable care to avoid damaging it, and agree not to alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with it. If the Equipment is not returned to FRENCH BROAD EMC in good and working condition within fifteen (15) calendar days after termination or expiration of this Agreement or the disconnection of your FRENCH BROAD EMC Broadband Service, then FRENCH BROAD EMC shall have the right to charge You up to \$500 for the Equipment and You agree to pay such charge, and You hereby authorize FRENCH BROAD EMC to charge such amount to your account.

(b) If you have purchased your own subscriber premises Equipment for use with the FRENCH BROAD EMC Broadband Service, then the provisions of the preceding paragraph do not apply to You.

7. Disclaimers and Limitation of FRENCH BROAD EMC's Liability.

(a) You expressly understand and agree that the FRENCH BROAD EMC Broadband Service, data and any other services, software or Equipment provided by FRENCH BROAD EMC are not guaranteed to be error free, uninterrupted, secure or always available or available with sufficient capacity. You expressly understand and agree that the use of the FRENCH BROAD EMC Broadband Service, the internet, and any Equipment provided by FRENCH BROAD EMC is at your sole risk. You expressly understand and agree that any and all FRENCH BROAD EMC services and products are provided "as is, as available, and with all faults" without warranties of any kind, either expressed or implied, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose, other than warranties which cannot legally be excluded. FRENCH BROAD EMC makes no warranty that the FRENCH BROAD EMC Broadband Service will work on your particular computer or computer system. You expressly

understand and agree that FRENCH BROAD EMC shall have no responsibility for damage or destruction to your computer system, data, information or equipment. You expressly understand and agree that FRENCH BROAD EMC has no responsibility whatsoever for any third party content, data, information, programs or other material that you may use with or access using the FRENCH BROAD EMC Broadband Service. You expressly understand and agree that it is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the FRENCH BROAD EMC Broadband Service or on the internet. You expressly understand and agree that in no event shall FRENCH BROAD EMC be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages (including lost profits or savings) arising out of or related to this agreement or the installation, use, maintenance, failure, removal or operation of the FRENCH BROAD EMC Broadband Service or Equipment provided by FRENCH BROAD EMC, whether based on contract, tort, strict liability or otherwise, even if FRENCH BROAD EMC has been advised of the possibility of such damages.

(b) Subject to the foregoing, you expressly understand and agree that FRENCH BROAD EMC's maximum liability to you under this Agreement or arising out of or related to the FRENCH BROAD EMC Broadband Service will be the lower of the aggregate amount you have actually paid to FRENCH BROAD EMC, but in no event shall exceed \$500.00. You expressly acknowledge and agree that FRENCH BROAD EMC has set its pricing for the FRENCH BROAD EMC Broadband Service and entered into this Agreement in reliance upon the limitations of liability set forth herein, and that the same form an essential basis of the bargain between the parties.

8. FRENCH BROAD EMC is not responsible for Third Party Content, Sites, Services, Products or Unauthorized Access to Your Communications.

(a) Unauthorized Access. FRENCH BROAD EMC's network is a shared one used by various users to access a variety of services. Neither the network nor the Internet itself provides security against unauthorized access. Others may access or monitor your activity and conduct while You are using the FRENCH BROAD EMC Broadband Service. FRENCH BROAD EMC is not responsible for any unauthorized access to the data, files, transmissions,

communications sent to or from You or for unauthorized access to your computer. FRENCH BROAD EMC does not provide any type of security system, either hardware or software, to You for the purpose of preventing unauthorized access or infection by a computer virus. You expressly understand and agree that You are solely responsible for the security of any computer or other device with which You connect to the FRENCH BROAD EMC Broadband Service, and any data, programs or information stored on that device. If You choose to run applications from your computer system that permit others to gain access to it, You must take appropriate security measures. You are responsible for taking appropriate measures to ensure the security of your personal computer system(s) to prevent unauthorized access from other Internet users and from infection of any computer virus. This includes keeping anti-virus software up-to-date on a regular basis. You understand that You are responsible for any actions or activity that is traced back to your FRENCH BROAD EMC Broadband Service regardless of what security measures are in place. Your failure to do so may cause FRENCH BROAD EMC to terminate your FRENCH BROAD EMC Broadband Service.

(b) Adware, Spyware, viruses and similar problems. You expressly understand and agree that FRENCH BROAD EMC is not responsible for any bugs, viruses, Trojan horses or other damaging attributes that may be found in any software installed on your computer, that You download from the Internet, or that gains access to your computer through the FRENCH BROAD EMC Broadband Service.

(c) Third party services, products and content. You expressly understand and agree that while FRENCH BROAD EMC supplies access to the Internet, it is not responsible for the services or products offered by others on the Internet, nor is FRENCH BROAD EMC the publisher of any information on the Internet that is provided by others, including, without limitation, other users on bulletin boards, in chat rooms and similar venues. FRENCH BROAD EMC makes no commitment to review, monitor or filter and does not endorse or otherwise vouch for any service, product, information, programs, data, or content sent, accessed, offered or advertised over the Internet or otherwise made available to You by any individual, information provider, or on-line service or content provider (other than FRENCH BROAD EMC).

9. Contact Information.

(a) Billing Information, Questions or Concerns. If You have questions or concerns or simply would like

more information about the costs You might incur in using the FRENCH BROAD EMC Broadband Service or with your particular account, please contact us at 828-649-2051.

(b) Concerns about possible infringement or inappropriate conduct or content on the FRENCH BROAD EMC network. If You believe that certain software, information or other content on the FRENCH BROAD EMC network violates your rights or the rights of others, or if You believe that another user is violating the terms of this Agreement including the Use Policy, please feel free to contact us at 828-649-2051. We do not commit to following up or resolving your concerns, but may do so in our discretion.

(d) Customer Support and Service. For customer service and support, please contact 828-649-2051.

(e) Pricing Information. Current rates for FRENCH BROAD EMC Broadband Service may be obtained by calling 828-649-2051. FRENCH BROAD EMC reserves the right to change or add fees, surcharges or monthly charges at any time upon thirty (30) days prior notice as provided in Paragraph 4(a)(i) above.

10. Term and Termination.

(a) Termination by FRENCH BROAD EMC. FRENCH BROAD EMC reserves all its the rights under federal and state laws in its discretion to suspend or terminate this Agreement and to disconnect the FRENCH BROAD EMC Broadband Service, in whole or in part, at any time, upon 45 days of prior notice to You. FRENCH BROAD EMC may also pursue any other legal remedies it deems appropriate.

(b) Termination by You. You may terminate your FRENCH BROAD EMC Broadband Service at any time by calling 828-649-2051. Cancellation will take effect as of the date on which FRENCH BROAD EMC schedules and completes the disconnection of your FRENCH BROAD EMC Broadband Service. In the event you terminate this Agreement, in whole or in part, prior to the end of the term, except as otherwise expressly permitted under this Agreement, you agree to pay French Broad EMC, as liquidated damages and not as a penalty, an early termination charge with respect to the cancelled or terminated Service as follows: (a) all non-recurring charges specified in this Agreement (including previously waived and amortized charges); plus (b) all disconnection, early cancellation or termination charges incurred by French Broad EMC on your behalf; plus (c) one hundred percent (100%) of the total monthly recurring charges specified in this Agreement multiplied by the number

of months remaining in the first year of the term, plus seventy-five percent (75%) of the total monthly recurring charges specified in this Agreement multiplied by the number of months remaining in the second year of the term, plus fifty percent (50%) of the total monthly recurring charges specified in this Agreement multiplied by the number of months remaining in the term after the first twenty-four (24) months of the term. Notwithstanding the foregoing and anything else to the contrary contained in this Agreement, where French Broad EMC must build fiber or facilities (e.g., obtain space and/or deploy equipment) to provide service to customer, customer's Agreement for service in connection with the build shall not be subject to cancellation once submitted to and accepted by French Broad EMC, you shall have no right to terminate the service for convenience prior to expiration of this Agreement's term, and you shall be liable for 100% of the monthly recurring charges applicable to such Agreement for its entire term. Your sole remedy against FRENCH BROAD EMC in the event of dispute arising out of or related to this Agreement or Equipment supplied by FRENCH BROAD EMC, or the FRENCH BROAD EMC Broadband Service or your use thereof, is to terminate this Agreement.

(c) **Your files.** In the event of termination or expiration of this Agreement or disconnection of your FRENCH BROAD EMC Broadband Service, FRENCH BROAD EMC may delete or store, in its discretion, any files, programs, data, logs or messages associated with your account.

(d) **Return of Equipment.** Within fifteen (15) calendar days after termination or expiration of this Agreement or disconnection of your FRENCH BROAD EMC Broadband Service, You shall be obligated to return any Equipment supplied and owned by FRENCH BROAD EMC to FRENCH BROAD EMC in good and working condition to avoid additional charges.

11. **Disputes.** If You have a complaint regarding any aspect of your FRENCH BROAD EMC Broadband Service, we encourage You to first contact our Customer Service Department at 828-649-2051. Billing complaints not made within sixty (60) calendar days of the billing in question may not be honored.

12. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the United States of America and the State of North Carolina. You hereby consent to the exclusive jurisdiction of and venue in the state courts located in the Madison County, North Carolina. No legal action or claim of any kind or

nature arising out of this Agreement or out of any use of the FRENCH BROAD EMC Broadband Services by You can be brought by a party more than one year after the date on which the cause of action first arises.

13. Miscellaneous.

(a) **Entire Agreement.** This Agreement is your entire agreement with FRENCH BROAD EMC and is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the FRENCH BROAD EMC Indemnified Parties. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.

This Agreement sets forth the entire understanding and agreement of the parties concerning the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements related thereto.

(b) **Assignment.** This Agreement and your rights and obligations under this Agreement may not be assigned by You in whole or in part without FRENCH BROAD EMC's prior written consent.

(c) **Transfer of FRENCH BROAD EMC Broadband Service.** The FRENCH BROAD EMC Broadband Service is provided to the Site initially selected by You. You may not transfer the FRENCH BROAD EMC Broadband Service to another location without FRENCH BROAD EMC's prior written consent (even if You move).

(d) **Use Policy and Privacy Policy.** FRENCH BROAD EMC's Use Policy and FRENCH BROAD EMC's Privacy Policy are integral parts of this Agreement.

(e) **FRENCH BROAD EMC's Remedies.** Wherever a remedy is expressly provided to FRENCH BROAD EMC hereunder, such remedy is intended to add rather than to restrict all of FRENCH BROAD EMC's remedies in law and equity.

(f) **Waiver.** If FRENCH BROAD EMC fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by You. Any waiver must be in writing and signed by FRENCH BROAD EMC.

14. (a) Credits for Service Interruption. In the event of a qualifying service interruption(s) as defined in this agreement, you shall be entitled to a credit on your next monthly invoice for the total service interruption time during the prior month as follows:

Total Service Interruption	Credit Amount
After 4 hours	(Duration of service interruption in hours / 730 hours) x monthly recurring charge (MRC) for that service component

Credits shall be calculated on a per service component basis. Only impacted directly impacted service components shall qualify for service credits.

(b) Credits. Except as otherwise set forth below in this Section 14b, in the event of an interruption in service, you shall be entitled to claim a credit against the following month's invoice in an amount as set forth in 14a. A "service interruption" begins when service is interrupted and ends when service is restored, but shall not be deemed to include interruptions caused, or contributed to, directly or indirectly, by any act or omission of you and/or your end users, affiliates, agents or representatives, or other third parties; the failure of interconnecting service or equipment not part of French Broad EMC's equipment or service or otherwise within its control; any planned or emergency maintenance; or due to a Force Majeure event, as defined herein, or other circumstances beyond French Broad EMC's reasonable control. Notwithstanding the foregoing, a service interruption will not qualify for credits or any other remedy where the facility or circuit is inoperative, but is not released for testing or repair by you, or where you do not give French Broad EMC access to the space. The credits set forth in this section 14b and in 14a shall be your sole and exclusive remedy for any loss or damage sustained as a result of any interruption, service-related condition, installation delay or failure of the service or any French Broad EMC equipment or service used in providing the service, regardless of the cause, and for however long it shall last, and in no event shall any acts or omissions by French Broad EMC resulting in credits hereunder constitute a default, as defined herein, under this Agreement.

(c) Force Majeure. French Broad EMC shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and/or without its fault or negligence, including, without limitation, acts of God, acts of civil or military authority, government laws, rules or regulations,

labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, cable or fiber cuts, strikes of party or its affiliates, power blackouts, volcanic actions, other major environmental disturbances, unusually severe weather conditions, such as thunderstorms, snow storms, ice storms, tornadoes, hurricanes, earthquakes, etc. (collectively, "Force Majeure").

Attachment A
FRENCH BROAD EMC Acceptable Use Policy

In utilizing the FRENCH BROAD EMC Broadband Service, you ("You") hereby agree to comply with the terms and conditions of the FRENCH BROAD EMC Broadband Internet Access Service Agreement (the "Agreement") and this FRENCH BROAD EMC Acceptable Use Policy (the "Use Policy") as they may be modified from time to time by FRENCH BROAD EMC. In the event of any inconsistency or conflict between this Use Policy and the Agreement, the provisions of this Use Policy shall govern.

1. Generally Prohibited Conduct.

(a) You agree not to use the FRENCH BROAD EMC Broadband Service or any Equipment provided by FRENCH BROAD EMC:

(i) for any activity that violates any international, federal, state, agency, or local law or regulation or any person's rights, including, without limitation, by posting or transmitting child pornography or obscene material, engaging in fraudulent activity, exporting software or technical information in violation of U.S. export control laws, or by accessing, using, copying, modifying, transmitting, or downloading material in violation of the U.S. Copyright laws;

(ii) to post or transmit any information or material that: infringes any person's copyright, trademark, trade secret, patent or other proprietary rights; is defamatory, libelous, offensive, threatening, abusive, pornographic, sexually explicit, profane, or otherwise is unacceptable or inappropriate in FRENCH BROAD EMC's sole discretion; constitutes or encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise would violate the law; or contains a virus or other harmful component; or is false regarding You;

(iii) to achieve or attempt to achieve any unauthorized access to any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material, or to breach or attempt to breach the security of another user, or to distribute or use tools designed to compromise the security of any system or network. This includes port scanning, port probes, and direct connection attempts to a service or system not owned or controlled by You;

(iv) to improperly interfere with, inhibit, degrade or restrict the use and enjoyment of the FRENCH BROAD EMC Broadband Service by others or FRENCH BROAD EMC's ability to deliver the FRENCH BROAD EMC Broadband Service to users and to monitor the FRENCH BROAD EMC Broadband Service, backbone, network nodes and

2. Other Service Providers' Acceptable Use Policies.

FRENCH BROAD EMC obtains services from and relies upon many other entities to provide the FRENCH BROAD EMC Broadband Internet Access Service to You. FRENCH BROAD EMC must strictly comply with the rules of all other entities that You may access through the use of the FRENCH BROAD EMC Broadband Internet Access Service. In such instances where those entities' policies are more restrictive than the Agreement or FRENCH BROAD EMC's Use Policy, FRENCH BROAD EMC will communicate those restrictions to You and revise the Agreement or Use Policy or both, accordingly. Therefore, You agree to and shall abide by the acceptable use policies of such other entities.

3. Policy Changes. This Use Policy may be changed from time to time by FRENCH BROAD EMC in its sole discretion without prior notification to you by posting such change at <http://www.frenchbroademc.com> (the "FRENCH BROAD EMC Site") and providing notice of changes to the FRENCH BROAD EMC site in your monthly billing statements. Use by you of the FRENCH BROAD EMC Broadband Service after a change to this use policy has been so posted and noticed by FRENCH BROAD EMC shall constitute acceptance by you thereof. If you do not wish to accept such changes, your only remedy is to terminate the FRENCH BROAD EMC Broadband

other aspects of network servicing, including, without limitation, by:

(A) sending excessive data transfers that exceed any consumption limits that are now in place or may be established in the future for the package to which You subscribe;

(B) interrupting or interfering with the equipment, access, servers or FRENCH BROAD EMC Broadband Service used by other users;

(C) disrupting FRENCH BROAD EMC's backbone network nodes or network services;

(D) obtaining material that is prohibited by law to be sent or displayed or to obtain, send or display for or to a minor material that is prohibited by law to be obtained, sent or displayed to a minor;

(E) sending unsolicited messages to other individuals or messages to individuals who have expressly requested that You do not send messages to them;

(F) failing to comply with any bandwidth, data storage, IP address or other use limitations imposed on your use of the FRENCH BROAD EMC Broadband Service;

(G) transmitting or disseminating Adware, Spyware, any virus or feature harmful to the operation of any system, equipment, service or software; or

(H) modifying or altering in any manner any modem, or modem configuration, so as to allow its use beyond the parameters outlined by the specific level of service contracted for. This section shall apply to customer provided equipment as well as equipment leased from FRENCH BROAD EMC.

FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION**INTERNET ACCESS PRICING**

This Service Acceptance Notice has been prepared pursuant to the broadband services sales agreement (the "Agreement") between French Broad Electric Membership Corporation (the "Carrier") and Madison County Library System, (the "Customer"). Carrier has completed the installation and testing of the following facilities in accordance with the Agreement:

<u>Summary of Service:</u>	
<u>Customer Information</u>	<u>Carrier Information</u>
<u>Madison County Library System</u>	<u>French Broad EMC</u>
<u>1335 North Main St.</u>	<u>3043 Hwy 213</u>
<u>Marshall, NC 28753</u>	<u>Marshall, NC 28753</u>
<u>Service: Cat 5</u>	
<u>Capacity: 4 Mbps</u>	
<u>Number of IP Addresses: 5</u>	
<u>Location: Marshall Library</u>	
<u>Date Agreement Begins: 6/30/2012</u>	
<u>Service Terms: 12 months or 1 year</u>	
<u>Agreement Expiration Date: 6/30/2013</u>	
<u>Monthly Internet Rate</u>	<u>\$ 500.00</u>
<u>Monthly Fiber Lease</u>	<u>\$ 229.88</u>
<u>Total Monthly Billing</u>	<u>\$ 729.88</u>

By their respective signatures below, Carrier certifies, and Customer agrees, that the above-described facilities have been tested and that the results of such tests conform to applicable System Acceptance Criteria.

Acceptance shall be deemed to have occurred if Customer does not respond in writing within 10 days of receipt of receipt of this Service Acceptance Notice stating with specificity the reason(s) that the circuit does not meet applicable System Acceptance Criteria.

Please contact our IT Department at (828) 649-2051 during the business hours of 8:00am to 4:30pm, Easter Time, Monday through Friday, when you are ready to place live traffic over the circuit if live traffic is not already running. Note that prior to acceptance and the placement of live traffic over the circuit, facilities may be turned down in support of Carrier infrastructure or network management needs. Thank you for your cooperation.

Customer Printed Name _____

Customer Signature _____

Signature Date _____

Service Acceptance Date _____

Kelby Cody
Carrier Printed Name

Kelby Cody
Carrier Signature

1-13-12
Signature Date

STATE OF NORTH CAROLINA
COUNTY OF MADISON

AGREEMENT FOR PARTICIPATION IN THE
STATEWIDE MISDEMEANANT CONFINEMENT PROGRAM

THIS AGREEMENT shall be effective the 1st day of January, 2012, by and between the North Carolina Department of Public Safety and Madison County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and Sheriff J.E. (Buddy) Harwood, the Sheriff of Madison County.

WITNESSETH:

WHEREAS, the Statewide Misdemeanant Confinement Program (hereinafter referred to as "Program") was created, pursuant to G.S. § 148-32.1(b2), to provide housing in local confinement facilities of misdemeanants serving sentences that impose periods of confinement of more than 90 days and up to 180 days, except for those sentenced for an impaired driving offense; and

WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and up to 180 days, except for those serving a sentence for an impaired driving offense, shall be committed for the term designated by the court to confinement pursuant to the Program as a matter of law pursuant to G.S. § 15A-1352(e); and

WHEREAS, pursuant to G.S. 148-32.1 (b1) and (b2) and Section 7.(f) of Session Law 2011-192, the Department of Public Safety has contracted with the North Carolina Sheriffs' Association, Inc. to implement the Program and to establish the terms and conditions for the operation thereof consistent with The Justice Reinvestment Act of 2011 as enacted in Session Law 2011-192, along with any subsequent amendments thereto; and

WHEREAS, counties, through their respective Sheriffs, can voluntarily agree to house misdemeanants pursuant to the Program by entering into this written agreement with the Department of Public Safety pursuant to G.S. § 148-32.1(b2); and

WHEREAS, the Statewide Misdemeanant Confinement Fund (hereinafter referred to as "Fund"), created pursuant to G.S. § 148-10.4, shall provide reimbursement to counties for expenses incurred for housing misdemeanants under the Program, including the care, supervision, transportation and other related expenses of those misdemeanants;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. PARTICIPATION.

- a. The County and the Sheriff voluntarily agree to participate in the Program and for the Sheriff to provide housing of misdemeanants sentenced pursuant to the Program, including the care, supervision, and transportation of those misdemeanants.
- b. The Sheriff will notify the Program in writing of the number of misdemeanants that the County and the Sheriff agree to accept. This number may be amended from time to time upon written notification from the Sheriff to the Program, provided however that a reduction in the number of misdemeanants to be housed by the Sheriff shall only apply to new admissions and shall not require the Program to remove misdemeanants previously assigned to the Sheriff for housing pursuant to the Program.
- c. Participation of the County and the Sheriff in the Program shall be upon the terms and conditions established by the Program and as amended from time to time, provided however that any changes in the terms and conditions of the Program shall not apply to misdemeanants assigned to the Sheriff before the effective date of the change, unless the change is agreed to by the Sheriff. Additionally, the Sheriff has the right to decline to accept assignment of any additional misdemeanants subsequent to the effective date of any change to the terms and conditions of the Program.

2. TERMINATION.

This Agreement shall remain in effect until terminated by the County, by the Sheriff or by the Department of Public Safety.

- a. This Agreement may be terminated by the County or by the Sheriff at any time, such termination to be effective no sooner than the date upon which the Program and the Department of Public Safety both receive the notice of termination in writing from the County or from the Sheriff via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery. The termination of this Agreement by the County or by the Sheriff shall terminate the County's agreement and terminate the Sheriff's agreement to accept any additional misdemeanants after the effective date of the termination, but shall not relieve the County or the Sheriff of the responsibility for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this agreement.
- b. This Agreement may be terminated by the Department of Public Safety at any time, such termination to be effective no sooner than the date upon which the County, the Sheriff and the Program all receive the notice of termination in writing from the Department of Public Safety via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery to both the County, to the Sheriff and to the Program. The termination of this

Agreement by the Department of Public Safety shall not relieve the Department of Public Safety or the Program of the reimbursement responsibilities or other responsibilities for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this Agreement.

3. REIMBURSEMENT BY DEPARTMENT OF PUBLIC SAFETY.

The Department of Public Safety agrees to promptly transfer funds from the Fund to the Program, as requested by the Program, for reimbursement to the County for the authorized costs under the Program of housing misdemeanants by the Sheriff, including the care, supervision, and transportation of those misdemeanants, pursuant to G.S. § 148-10.4(d)(1).

4. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of North Carolina.

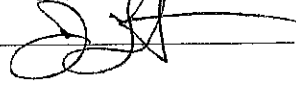
5. ENTIRE AGREEMENT.

The parties agree that this document constitutes the entire agreement between the parties and may only be modified by a written mutual agreement signed by the County, the Sheriff and the Department of Public Safety.

This Agreement is executed in triplicate originals, with one original being retained by each party.

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
SECRETARY REUBEN F. YOUNG**

**BY: Jennie Lancaster
Chief Deputy Secretary, Division of Adult Correction**

Signature:  Date: 1-3-2012

FOR THE COUNTY

FOR THE SHERIFF

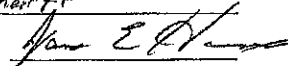
BY:
Printed Name: _____

BY:
Printed Name: Sheriff James E Harwood

Title: _____

Title: Sheriff

Signature: _____

Signature: 

Date: _____

Date: 01-11-12

Agreement by the Department of Public Safety shall not relieve the Department of Public Safety or the Program of the reimbursement responsibilities or other responsibilities for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this Agreement.

3. REIMBURSEMENT BY DEPARTMENT OF PUBLIC SAFETY.

The Department of Public Safety agrees to promptly transfer funds from the Fund to the Program, as requested by the Program, for reimbursement to the County for the authorized costs under the Program of housing misdemeanants by the Sheriff, including the care, supervision, and transportation of those misdemeanants, pursuant to G.S. § 148-10.4(d)(1).

4. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of North Carolina.

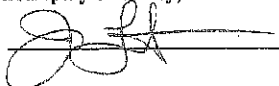
5. ENTIRE AGREEMENT.

The parties agree that this document constitutes the entire agreement between the parties and may only be modified by a written mutual agreement signed by the County, the Sheriff and the Department of Public Safety.

This Agreement is executed in triplicate originals, with one original being retained by each party.

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
SECRETARY REUBEN F. YOUNG**

**BY: Jennie Lancaster
Chief Deputy Secretary, Division of Adult Correction**

Signature:  Date: 1-3-2012

FOR THE COUNTY

FOR THE SHERIFF

BY:
Printed Name: Debra Ponds

BY:
Printed Name: Sheriff James Harwood

Title: Chairman

Title: Sheriff

Signature: 

Signature: 

Date: 2-13-12

Date: 1-11-2012

**Madison County
Board of Commissioners**

Budget Amendment #07

13-Feb-12

Description	Line Item	Increase	Decrease
DOT Enhancement Grant			
Mars Hill College	R-10.3835.4850	\$ 46,713.00	
Professional Services	E-10.4930.1990	\$ 47,341.00	
Contingency	E-10.7000.0000		\$ 628.00
Landfill			
Temporary Salaries	E-80.4720.1260	\$ 4,598.00	
Salaries	E-80.4721.1210	\$ 1,795.00	
Salaries	E-80.4720.1210		\$ 15,573.00
FICA	E-80.4720.1810		\$ 1,357.00
Retirement	E-80.4720.1820		\$ 2,920.00
Hospitalization	E-80.4720.1830		\$ 6,582.00
Fuel (Gasoline)	E-80.4720.2510	\$ 21,834.00	
Fuel (Gasoline)	E-80.4721.2510	\$ 2,523.00	
FICA	E-80.4721.1810		\$ 22.00
Retirement	E-80.4721.1820		\$ 123.00
Hospitalization	E-80.4721.1830		\$ 4,173.00
Social Services			
Haywood Electric	E-10.5481.6790	\$ 6.11	
Progress Energy	E-10.5481.6780	\$ 360.00	
Crisis	E-10.5481.6770	\$ 51,145.00	
LIEAP	E-10.5481.6795	\$ 12,487.00	
Salaries	E-10.5310.1210	\$ 5,895.00	
Administration	R-10.3531.3300	\$ 69,893.11	
Haywood Electric	E-10.5481.6790	\$ 6.15	
DOT Grant	E-10.5360.1990	\$ 1,964.66	
Administration	R-10.3531.3300	\$ 6.15	
DOT Grant	R-10.3531.3415	\$ 1,964.66	
Office Supplies	E-10.5310.2510	\$ 1,000.00	
Telephone Service	E-10.5310.3210	\$ 1,000.00	
Motor Fuels	E-10.5310.2310	\$ 2,000.00	
Vehicle Repairs & Maintenance	E-10.5310.3530	\$ 1,000.00	
Travel	E-10.5310.3110		\$ 5,000.00

Sheriff's Department

Salaries	E-10.4310.1210	\$	4,950.00	
FICA	E-10.4310.1810	\$	373.00	
Professional Services	E-10.4310.1890	\$	6,812.00	
Housing of Prisoners	E-10.4310.1995	\$	9,000.00	
Retirement	E-10.4310.1820			\$ 50,000.00
Retirement 5%	E-10.4310.1821			\$ 6,225.00
Worker's Compensation	E-10.4310.1860			\$ 2,410.00
Commissary Supplies	E-10.4310.2230			\$ 10,000.00
Vehicle Fuel	E-10.4310.2510	\$	5,000.00	
Fuel Oil	E-10.4310.3320	\$	5,000.00	
Officer's Equipment	E-10.4310.5100	\$	1,500.00	
Copy Machine Expense	E-10.4310.2620			\$ 1,000.00
Electricity	E-10.4310.3310			\$ 63,000.00
Housing Federal Inmates	R-10.3431.2100			\$ 65,000.00

Library

Temporary Salaries	E-10.6110.1260	\$	6,690.00	
Library Operations	E-10.6110.6600	\$	16,249.00	
Salaries	E-10.6110.1210			\$ 16,733.00
FICA	E-10.6110.1810			\$ 876.00
Retirement	E-10.6110.1820			\$ 804.00
Health Insurance	E-10.6110.1830			\$ 6,526.00

Health Department

CC4C	R-10.3513.3522	\$	12,000.00	
Special Program Materials	E-10.5110.231	\$	600.00	
Printing	E-10.5110.2630	\$	200.00	
Miscellaneous Supplies	E-10.5110.2990	\$	2,070.00	
Travel	E-10.5110.3110	\$	2,000.00	
Travel Subsidy	E-10.5110.3120	\$	550.00	
Training & Employee Education	E-10.5110.3950	\$	1,000.00	
Dues & Subscriptions	E-10.5110.4910	\$	1,000.00	
Vehicle Repairs & Maintenance	E-10.5110.3530	\$	1,000.00	
Advertising	E-10.5110.3910	\$	1,000.00	
Professional Services: Medical	E-10.5110.1930	\$	1,000.00	
Motor Fuels & Lubricants	E-10.5110.2510	\$	580.00	
Community Care WNC	R-10.3513.7001	\$	23,200.00	
Professional Services	E-10.5110.2610	\$	22,000.00	
Grants	E-10.5110.7000	\$	1,200.00	
Grant - General	R-10.3513.7000	\$	10.00	
Professional Services	E-10.5110.7000	\$	10.00	

Landfill

NCDENR Grant	R-80.3472.8130	\$	16,000.00	
Grant Match	E-80.4721.5980	\$	16,000.00	

January 2012 Property Releasees for February 2012 Meeting

NAME	County	Fire	Disposal fee	Late list fee's	Int	TOTALS	REASON
Bailey's Tire & Auto	\$63.00			\$6.30		\$69.30	business closed in 2010
Baker, Terrance	\$14.00			\$1.40		\$15.40	no swmh on property
Brooks, L.O			\$190.00			\$190.00	home is inhabitable no power permanent release per solid waste
Buckner, Alma			\$380.00			\$380.00	fee on swmh billed to acct 11112 & removed old dwelling
Buckner, Mary			\$190.00			\$190.00	swmh has no water released per solid waste
Buckner, Rossie			\$190.00			\$190.00	1 home is inhabitable no water or power per solid waste
Cantrell, Tracey	\$9.28			\$0.93		\$10.21	2006 bill rth was torn down & taken to dump in 2007
Cantrell, Tracey	\$9.28			\$0.93		\$10.21	2007 bill rth was torn down & taken to dump in 2007
Cantrell, Tracey	\$9.28			\$0.93		\$10.21	2008 bill rth was torn down & taken to dump in 2007
Cantrell, Tracey	\$9.28			\$0.93		\$10.21	2009 bill rth was torn down & taken to dump in 2007
Cantrell, Tracey	\$10.19			\$1.02		\$11.21	2010 bill rth was torn down & taken to dump in 2007
Cantrell, Tracey	\$10.19	\$0.36		\$1.06		\$11.61	2011 bill rth was torn down & taken to dump in 2007
Carter, Doris	\$617.68	\$55.15	\$161.00			\$833.83	granted elderly exemption
Davis, David			\$190.00			\$190.00	home is inhabitable no water per solid waste
Davis, David			\$207.00			\$207.00	released disposal per solid waste no water
Davis, Richard			\$190.00			\$190.00	home is incomplete released per solid waste
Dawkins, Paula	\$113.68	\$20.30				\$133.98	released bill & discovered correct amount per merge
Doss, Robert			\$190.00			\$190.00	there is only 1 house on property
Eller, Carl			\$207.00			\$207.00	they only have 1 business with power per solid waste
English, Gwendolyn			\$190.00			\$190.00	home is inhabitable no water or power per solid waste
Franklin, Bernard			\$190.00			\$190.00	ffs disposal is charged on acy 19886
Griffin, Conley			\$190.00			\$190.00	swmh has been torn down
Howell, Charles			\$190.00			\$190.00	no water or power released per solid waste
Jenkins, Lisa			\$190.00			\$190.00	no water or power released per solid waste
Lance, Frank	\$260.96	\$27.96	\$161.00			\$449.92	granted elderly exemption
Lewis, Jennifer			\$190.00			\$190.00	disposal fee charged to pin # 9716-32-2573
Lind, Patricia			\$380.00			\$380.00	removed disposal for old dwelling no water or power per solid waste
Lisenbae, Lisa			\$190.00			\$190.00	home is inhabitable no water per solid waste
Maikin, Edward	\$12.75		\$190.00	\$1.28		\$14.03	one hse has been partially tore down per solid waste
Marburger, Jerline			\$161.00			\$161.00	John Centry qualified for elderly exemption disposal fee
Mashburns of Madison			\$190.00			\$190.00	no power or water released per solid waste
Metcalf, Clifton			\$190.00			\$190.00	home has no water released per solid waste
Metcalf, John			\$207.00	\$5.93		\$212.93	2011 bill mobile home moved out of county in 11/2008
North Country Propert	\$54.35	\$4.85	\$207.00	\$5.93		\$272.13	

January 2012 Property Releases for February 2012 Meeting

North Country Propert	\$57.23		\$207.00	\$5.72	\$269.95	2009 bill mobile home moved out of county in 11/2008
North Country Propert	\$58.44		\$207.00	\$5.84	\$271.28	2010 bill mobile home moved out of county in 11/2008
Norton, Lemuel			\$190.00		\$190.00	disposal is charged to acct 19066
Price, Daniel			\$380.00		\$380.00	2 mth 1 bore down other is not liveable no water per solid waste
Proffitt, Coby Helrs			\$190.00		\$190.00	home is inhabitable no water per solid waste
Ramsey, Allen	\$148.68	\$13.27	\$161.00		\$322.95	this should have been coded for elderly exemption
Ramsey, Maxine	\$226.80	\$20.25			\$247.05	house burnt down in 2010 removed per documentation
Ray, Betty	\$164.08	\$14.65			\$178.73	qualified for elderly exemption last year but was not put into syst
Revis, Larry	\$133.28	\$11.90			\$145.18	this parcel was merged with ma 5231 acct 28506 for 2011
Rica, Billy			\$190.00		\$190.00	home is inhabitable no water per solid waste
Roberts, Erlinda	\$89.48	\$15.98	\$161.00		\$266.46	granted elderly exemption
Sawyer, George			\$380.00		\$380.00	1 fee charged to Michael Sawyer & was charged for 1 to many
Schmiedewind, Carol	\$109.20	\$19.50			\$128.70	released bill & discovered to acct 26061
Shelton, Elmer			\$190.00		\$190.00	this is a work shop
Shetley, Elmer			\$190.00		\$190.00	home is inhabitable no water or power per solid waste
Shetley, Dennis			\$190.00		\$190.00	this is a apartment with no water or sewer per solid waste
Silver, Conley			\$190.00		\$190.00	no power released per solid waste
Wells, Eric			\$190.00		\$190.00	was charged for 10 fees but there is only 9 houses on property
Wright, Daisy			\$190.00		\$190.00	home is inhabitable no water, power or sewer per solid waste
TOTALS	\$2,181.11	\$204.17	\$8,110.00	\$32.27	\$0.00	\$10,527.55

January 2012 Vehicle Releases for February 2012 Meeting

NAME	County	City	Fire	Interest	TOTALS	REASON
Adams, Nicky	\$3.66	\$3.07			\$6.73	adjusted value per Tec Data for high mileage
Allen, Kathy	\$4.20		\$0.75		\$4.95	2011 bill taxpayer turned tag in with time remaining per collections
Arrington, Melvin	\$1.25		\$0.10		\$1.35	2011 bill taxpayer turned tag in with time remaining per collections
Baker, Ronnie	\$21.06		\$3.00		\$24.06	2011 bill taxpayer turned tag in with time remaining per collections
Ball, Jessica	\$85.23		\$10.65		\$95.88	2011 bill taxpayer turned tag in with time remaining per collections
Bell, Randy		\$27.44			\$27.44	not in city limits
Blackwell, Frankie			\$2.45		\$2.45	not in a fire district
Brown, James	\$4.65				\$4.65	released bill to Buncombe County
Buckner, Barbara	\$5.69		\$0.51		\$6.20	adjusted value to \$5395 for high mileage
Burke, Julie	\$29.96		\$2.66		\$32.62	2011 bill taxpayer turned tag in with time remaining per collections
Capps, Clay		\$6.30			\$6.30	not in city limits
Clark, John	\$2.77		\$0.25		\$3.02	2011 bill taxpayer turned tag in with time remaining per collections
Crawford, Tina	\$28.08		\$2.52		\$30.60	2011 bill taxpayer turned tag in with time remaining per collections
Cutshall, Avin	\$33.85		\$1.21		\$35.06	this is a 3 month tag billed under acct 2011-06-00116
Cutshall, Macon	\$56.49		\$5.04		\$61.53	2011 bill taxpayer turned tag in with time remaining per collections
Davis, Lisa		\$41.17			\$41.17	not in city limits
Davis, Tracy	\$0.36	\$0.32			\$0.68	2011 bill taxpayer turned tag in with time remaining per collections
Davis, WL	\$8.74		\$0.78		\$9.52	2011 bill taxpayer turned tag in with time remaining per collections
Delisi, Kathleen	\$43.02				\$43.02	2011 bill taxpayer turned tag in with time remaining per collections
Douss, Debra	\$90.61		\$9.09		\$99.70	released bill to Buncombe County
Engle, Barbara	\$23.24		\$3.74		\$26.98	released bill to Yancey County
Eppler, William	\$59.36		\$10.57		\$69.93	2011 bill taxpayer turned tag in with time remaining per collections
Flores, Fernin	\$0.62				\$0.62	2010 bill taxpayer turned tag in with time remaining per collections
Fore, Kenneth	\$9.36		\$1.36		\$10.72	2011 bill taxpayer turned tag in with time remaining per collections
Fowler, Bobby	\$19.74		\$3.50		\$23.24	2011 bill taxpayer turned tag in with time remaining per collections
Fredrickson, Lisa	\$10.88				\$10.88	2011 bill taxpayer turned tag in with time remaining per collections
Frisbee, Danny	\$70.22		\$10.03		\$80.25	released bill to Buncombe County
Frisbee, John	\$19.77		\$2.82		\$22.59	released bill to Buncombe County
Hansen, Karen	\$35.68		\$1.20		\$36.88	2011 bill taxpayer turned tag in with time remaining per collections
Harriger, Judith	\$5.71		\$1.02		\$6.73	2011 bill taxpayer turned tag in with time remaining per collections
Harwood, Amber	\$4.50		\$0.36		\$4.86	2011 bill taxpayer turned tag in with time remaining per collections
Hershey, Della	\$18.40				\$18.40	2011 bill taxpayer turned tag in with time remaining per collections
Hernandez, Tina		\$107.44			\$107.44	not in city limits
Higgins, Doris	\$14.04				\$14.04	2011 bill taxpayer turned tag in with time remaining per collections
Howard, Michael	\$35.09		\$5.64		\$40.73	adjusted value to purchase price less 7% dep for additional years
Huffman, Jimmy	\$5.13		\$0.45		\$5.58	2011 bill taxpayer turned tag in with time remaining per collections

January 2012 Vehicle Releases for February 2012 Meeting

Roberts, Elbert	\$21.03	\$3.00	\$24.03	2011 bill taxpayer turned tag in with time remaining per collections
Roberts, Kelly	\$5.00		\$5.00	2011 bill taxpayer turned tag in with time remaining per collections
Rogers, Orton	\$52.02		\$52.02	released bill to Buncombe County
Sawyer, Michael	\$77.28	\$13.76	\$91.04	2011 bill taxpayer turned tag in with time remaining per collections
Schaefer, Alexis	\$12.65	\$1.37	\$14.02	2011 bill taxpayer turned tag in with time remaining per collections
Sean, Janice	\$42.00	\$1.50	\$43.50	2012 bill taxpayer turned tag in with time remaining per collections
Shelton, Charles	\$36.40	\$1.30	\$37.70	this vehicle was taxed under tag # WV7436
Southerland, Janice	\$73.59	\$61.71	\$135.30	2012 bill taxpayer turned tag in with time remaining per collections
Taffer, L. Wood	\$5.71	\$0.92	\$6.63	this vehicle was totaled and has a total loss title per registration card
Thomas, Audrey	\$32.22	\$2.88	\$35.10	2011 bill taxpayer turned tag in with time remaining per collections
Trendzape	\$34.79	\$0.06	\$34.79	adjusted value due to high mileage
Vizarraga, Savannah	\$1.66	\$0.06	\$1.72	2011 bill taxpayer turned tag in with time remaining per collections
Wallin, Ronnie	\$15.86	\$1.41	\$17.27	adjusted value to purchase price
Wilkie, Pamela	\$25.70		\$25.70	released bill to Buncombe County
Willis, Vinnet		\$4.79	\$4.79	not in city limits
Willis, William	\$11.60	\$1.84	\$13.44	2011 bill taxpayer turned tag in with time remaining per collections
Worley, Randy	\$3.84	\$0.16	\$4.00	2011 bill taxpayer turned tag in with time remaining per collections
TOTALS	\$1,950.76	\$540.88	\$1,675.54	
	\$0.00	\$0.00	\$2,659.18	

January 2012 Refunds February 2012 Meeting

NAME	County	City	Fire	Disposal	Late list	Int	TOTALS	REASON
	fee		fee	fee's				
Ammons, Paula	\$562.22		\$52.74				\$614.96	this is for a deferred bill that was created and shouldn't have been
Ammons, Ruth	\$202.16		\$18.05	\$161.00			\$381.21	granted elderly exemption for 2011
Ball, Marvin				\$190.00			\$190.00	charged for 8 fees but should have been charged for 7
First Citizens Bank	\$22.97						\$22.97	laptop & cabinetry was sold to lessee 1/22/2011
Graham, R. Sanford				\$190.00			\$190.00	per solid waister no water or power
Gregg, Joyce	\$147.84		\$13.20	\$161.00			\$322.04	qualified for elderly exemption
Merrill, Phillip				\$190.00			\$190.00	this fee was charged to acct 24967 for 2012
Moran, Raymond				\$17.00			\$17.00	was charged for business fee should have been residential
Ray, Ronnie				\$190.00			\$190.00	per solid waste no water to house
Scott, George				\$190.00			\$190.00	home not inhabitable per solid waste
TOTALS	\$935.19	\$0.00	\$53.99	\$1,289.00	\$0.00	\$0.00	\$2,308.18	