

**ZEBULON
BOARD OF COMMISSIONERS
WORK SESSION
AGENDA
August 21, 2019
7:00pm**

I. APPROVAL OF AGENDA

II. OLD BUSINESS

A. Administration

1. Planning Board Appointment
 - a. Applicants to speak
 - i. Jessica Luther
 - ii. Edward Sanders
 - b. Appointment

III. NEW BUSINESS

A. Administration

1. Downtown Overlay District Utilities
2. PEG Media Contract

IV. CLOSED SESSION

As permitted by NC GS § 143-318.11(a)(5)
For the purpose of property acquisition



STAFF REPORT
BOARD APPOINTMENTS
August 21 2019

Topic: Board Appointments

Speaker: Lisa M. Markland, Town Clerk
From: Lisa M. Markland, Town Clerk
Prepared by: Lisa M. Markland, Town Clerk
Approved by:  Joseph M. Moore, II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider persons interested in serving on the Planning Board.

Background:

At their August 5, 2019 regular meeting, the Board asked that the two interested applicants come and speak on why they wanted to serve on the Planning Board, as well as their qualifications.

Discussion:

The discussion before the Board is whether to appoint those interested to the vacant Planning Board position.

Planning Board

Currently, there is one in-town vacancy on the Planning Board.

In-town

- Jessica Luther has submitted an application of interest for this position.
- Edward Sanders has submitted an application of interest for this position.

Policy Analysis:

The Code of Ordinances states that there will be seven members on the Planning Board. The available seat is for a three year term that would expire on June 30, 2022.

Staff Recommendation:

If the Board chooses to make appointments staff requests that the person be appointed to a three year term that would end on June 30, 2022.

Attachments:

1. Applications

TOWN OF ZEBULON
Application for Board Appointments

Please indicate which board you are interested in serving on. If you are interested in more than one board please list them by preference by using numbers (1,2,3).

 2 Board of Adjustment 1 Planning Board 3 Parks & Recreation Advisory

Name Jessica Luther

Address 104 E Franklin St, Zebulon, NC 27597

Phone (Home) _____ (Work) _____ (Cell) 910-255-4131

Employer VHB Occupation Transportation Designer/Planner

Do you live in the Zebulon Corporate Limits Yes ETJ _____ Years in Zebulon 1

E-mail jessica.luther224@gmail.com

Do you currently, or have you previously, served on any Town of Zebulon, or other municipal board, commission or committee? Yes _____ No x If you answered yes, please list them below.

Board/Commission/Committee	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you taken the opportunity to attend any previous board meetings prior to the notice of this vacancy? Yes ___ No x

Describe extent and meetings attended _____

Why do you want to serve on this board or commission? I want to give back to my community and use my education and professional background to be a part of the conversation of Zebulon's future.

Why would you be an asset to this board or commission? I have a Civil Engineering degree and work in the transportation industry, previously as a roadway designer and currently as a transportation planner.

What are your qualifications? Bachelor's of Civil Engineering

What areas of concern would you like to see the Board or Commission address? _____

 Avoid other Wake County suburb's mistakes who didn't look far enough into the future for astounding growth.

I certify that the above information is correct. I understand that this is an application to be considered for appointment to a Town of Zebulon board, commission or committee and that final appointment is made by the Zebulon Board of Commissioners. I also understand that any service, if appointed, would be without compensation. This application will remain on file for a period of 12-months from the date of application.

Date 6/25/19 Signature Jessica Luther

Please fill out the form completely and return it to Lisa Markland at Town Hall. If you have any question call 919-823-1800.

TOWN OF ZEBULON
Application for Board Appointments

Please indicate which board you are interested in serving on. If you are interested in more than one board please list them by preference by using numbers (1,2,3).

3 Board of Adjustment 1 Planning Board 2 Parks & Recreation Advisory

Name Edward Carter Sanders

Address 203 Dulcimer Ln, Zebulon, NC 27597

Phone (Home) 919-805-6070 (Work) 919-831-3613 (Cell) 919-805-6070

Employer NC Court of Appeals Occupation Senior Deputy Clerk

Do you live in the Zebulon Corporate Limits ETJ _____ Years in Zebulon _____

E-mail ecs@coa.nccourts.org

Do you currently, or have you previously, served on any Town of Zebulon, or other municipal board, commission or committee? Yes _____ No If you answered yes, please list them below.

Board/Commission/Committee	From	To

Have you taken the opportunity to attend any previous board meetings prior to the notice of this vacancy? Yes ___ No

Describe extent and meetings attended _____

Why do you want to serve on this board or commission? I believe I would be an asset to the people of Zebulon

Why would you be an asset to this board or commission? I have been involved in many Community Service organizations

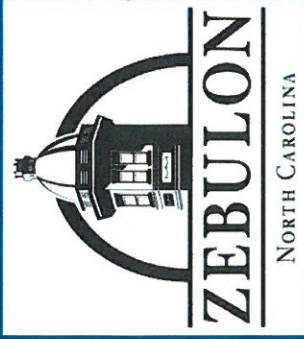
What are your qualifications? I am involved with service organization with the Indian ^{also I am a Commissioner} Housing authority

What areas of concern would you like to see the Board or Commission address? N/A

I certify that the above information is correct. I understand that this is an application to be considered for appointment to a Town of Zebulon board, commission or committee and that final appointment is made by the Zebulon Board of Commissioners. I also understand that any service, if appointed, would be without compensation. This application will remain on file for a period of 12-months from the date of application.

Date 7/24/19 Signature Edward C. Sanders

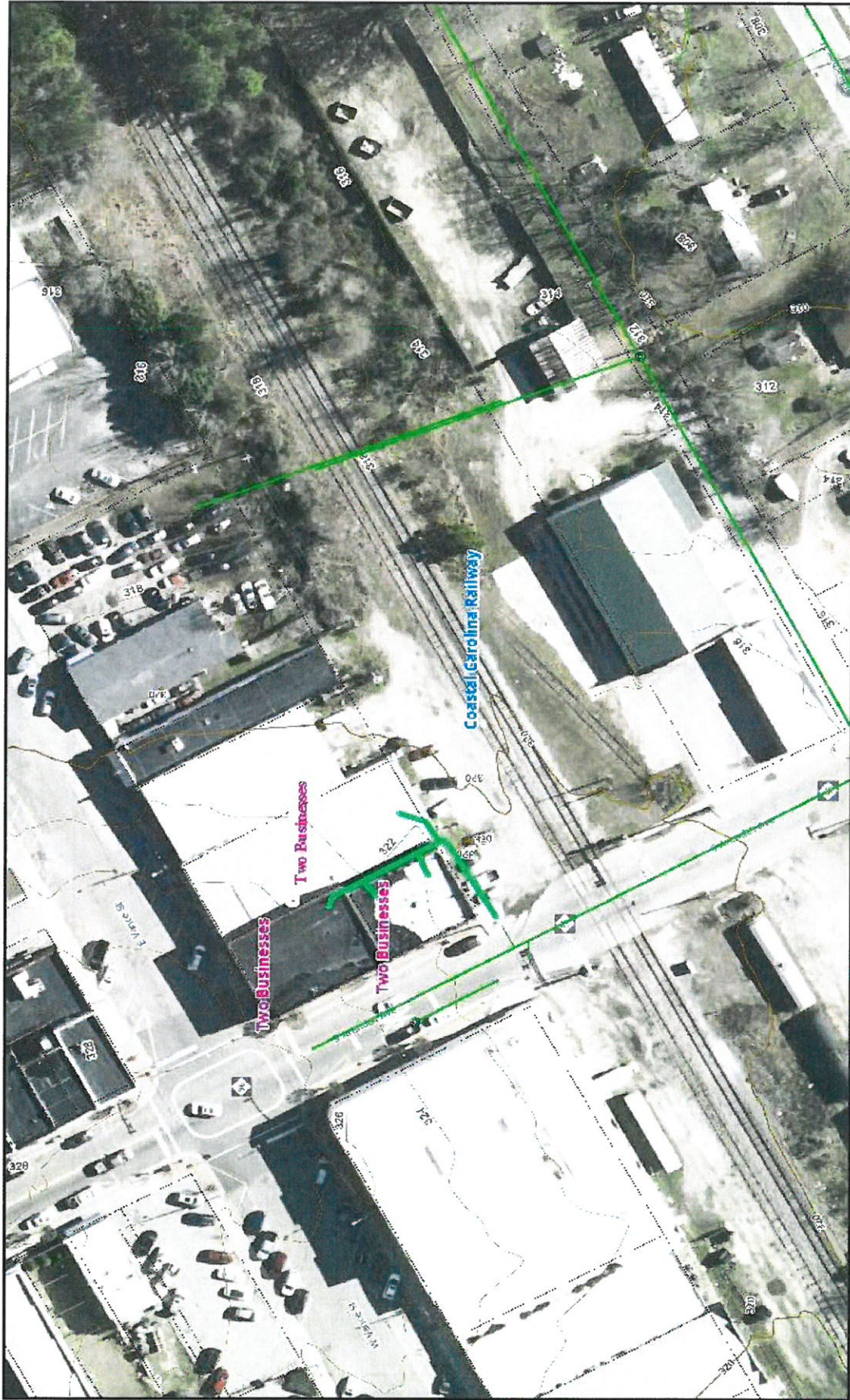
Please fill out the form completely and return it to Lisa Markland at Town Hall. If you have any question call 919-823-1800.



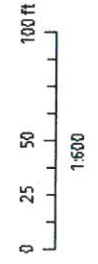
August Worksession
August 21, 2019

Downtown Overlay District Utilities
PEG Media Contract



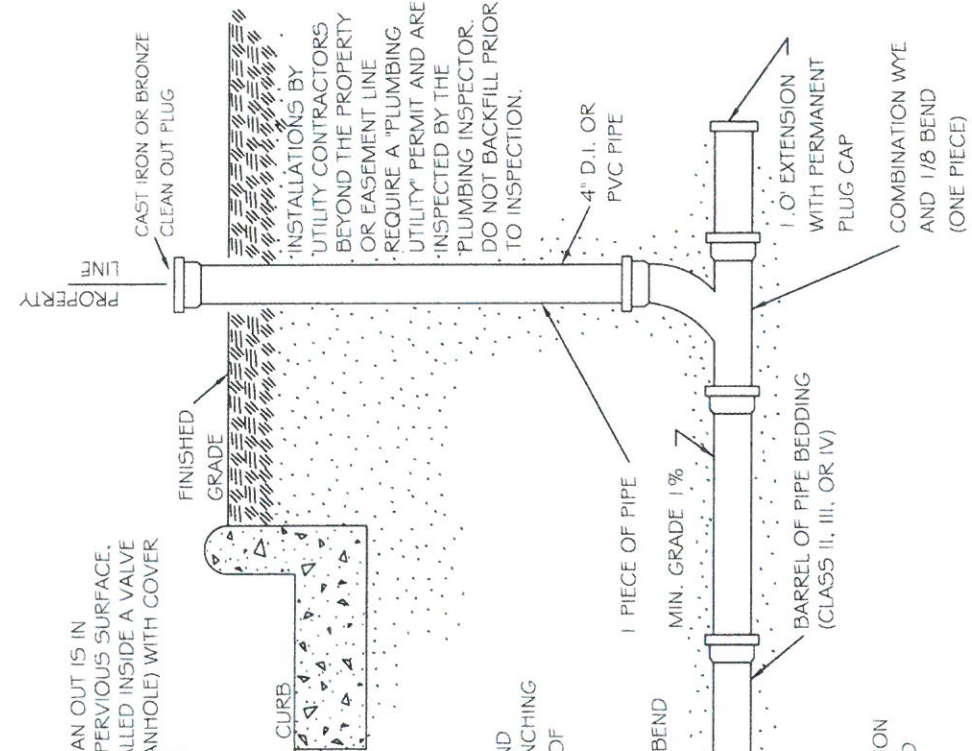
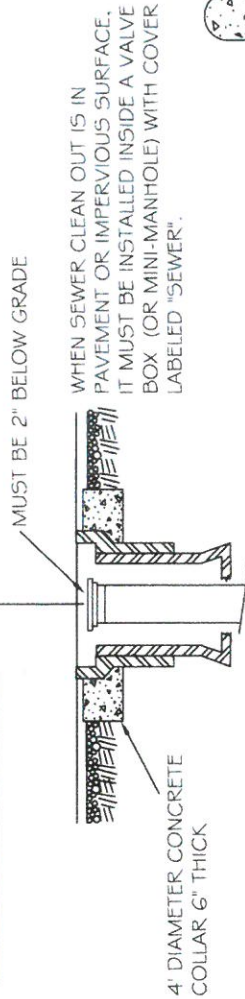


Vance and Arendell Ave Sewer Services



Disclaimer:
 Maps make every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data the user, its use, or its interpretation.

PAVEMENT OPTION



*SERVICE LATERAL MATERIAL AS REQUIRED

INSTALLATIONS BY UTILITY CONTRACTORS BEYOND THE PROPERTY OR EASEMENT LINE REQUIRE A "PLUMBING" PERMIT AND ARE INSPECTED BY THE "PLUMBING INSPECTOR. DO NOT BACKFILL PRIOR TO INSPECTION."

NOTE:
THE FULL LENGTH OF THE SERVICE DITCH SHALL BE COMPACTED IN 6" LIFTS WITH MECHANICAL TAMP. ALL TAPS WILL BE MADE USING MECHANICAL TAPPING MACHINE. FOR PVC INSTALLATIONS, SADDLE AND BEND MUST BE BEDDED IN #67 STONE. BEDDING AND HAUNCHING OF PIPE BARREL MUST COMPLY WITH REQUIREMENTS OF DETAILS S-4 OR S-5 ACCORDING TO PIPE MATERIAL.

FOR SADDLE INSTALLATION DETAILS, SEE STANDARD DETAIL S-31 # S-32.

CITY OF RALEIGH				
DEPARTMENT OF PUBLIC UTILITIES				
TYPICAL SANITARY SEWER LATERAL CONNECTION				
DWG. NO.	REVISIONS	DATE	REVISIONS	DATE
S-30	Y.C.A.	6-92	A.B.B.	4-8-04
	RRH	3-30-00	D.H.L.	6-18-08

Questions

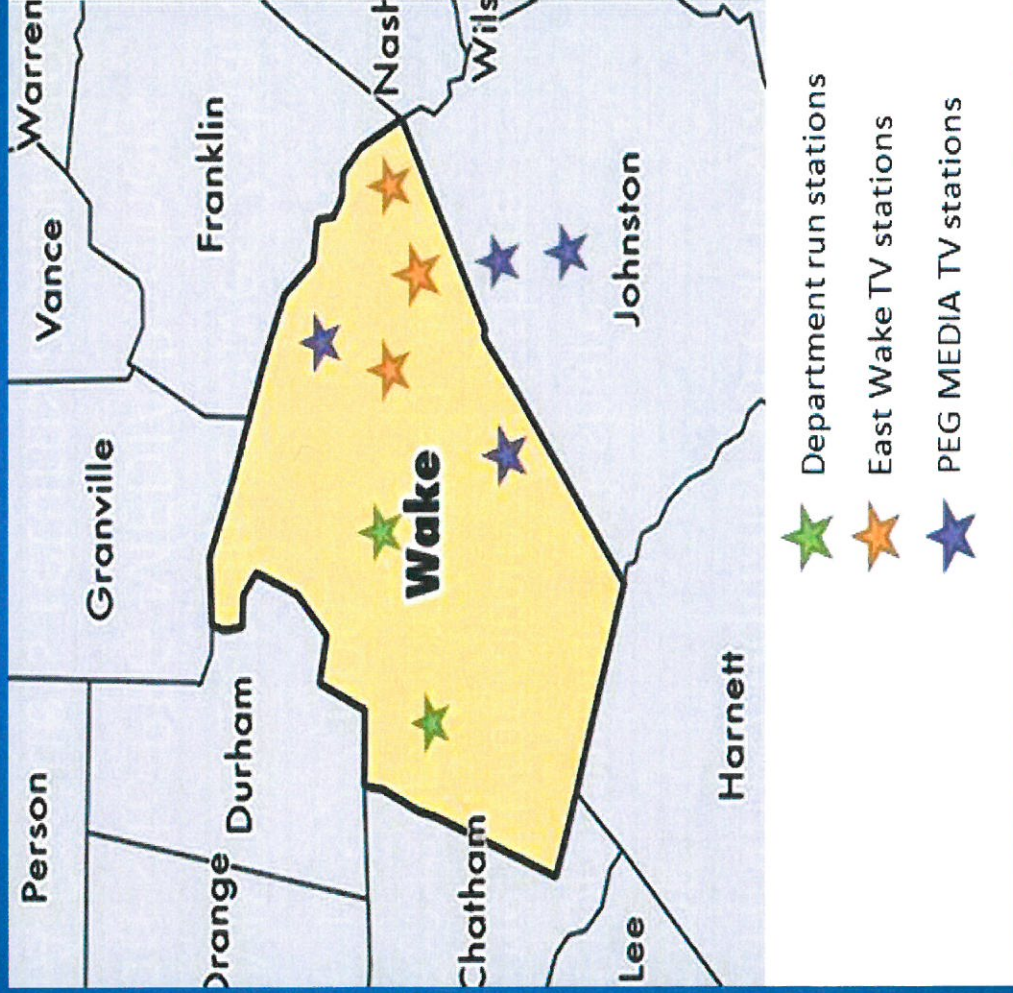
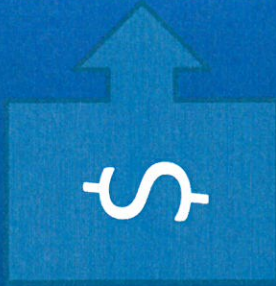
- Do you consider this a problem to be solved privately, publicly, or jointly (public/private)?
- What is the rationale behind this being a privately, publicly, or jointly solved problem?

PEG Media Contract

- History
- Financial Structure
- Current Services/Operations
- Trends and Contract Highlights

PEG History

P.E.G.
Funds



Financial Structure

- \$4,000,000 Funds at State (finite/frozen)
- Shares distributed equally to each station by programming
 - “Public Programming” = 1 share
 - “Government Programming” = 1 share
 - “Education Programming” = 1 share
- Each share is \$27,000
- Each PEG MEDIA station receives 2 shares
- Passes shares to PEG MEDIA Partners
- PEG MEDIA Partners returns a share to Garner and Clayton

Current Services/Operations

- Film/Record 2 meetings per month
- Film/Record special segments
 - Mayor’s Show
 - PSAs
 - “PIO assistance”
 - Full-Time videographer (Garner, Clayton)
 - Rotating PIO (Wendell, Rolesville)

Trends and Contract Highlights

- Trends
 - TV programming is dying (Government TV programming is dead)
 - Programming is on-demand, entertaining, brief, and located on small screens
 - PEG programming is not the ends to the means
 - PEG programming is the means to the end (access funds for small screen programs)
 - Contract Highlights (September – October Board meeting)
 - Questions

INTERLOCAL AGREEMENT

REVISED 6/7/19

THIS INTERLOCAL AGREEMENT (the "Agreement") is ~~hereby made and~~ entered into by, between, and among the TOWN OF ARCHER LODGE, a North Carolina municipal corporation ("Archer Lodge"); the TOWN OF CLAYTON, a North Carolina municipal corporation ("Clayton"); the TOWN OF GARNER, a North Carolina municipal corporation ("Garner"); the TOWN OF KNIGHTDALE, a North Carolina municipal corporation ("Knightdale"); the TOWN OF ROLESVILLE, a North Carolina municipal corporation ("Rolesville"); the TOWN OF WENDELL, a North Carolina municipal corporation ("Wendell") and the TOWN OF ZEBULON, a North Carolina municipal corporation ("Zebulon"). Each of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon shall be referred to herein as a "Partner" and collectively shall be known as the "Partners."

WITNESSETH

WHEREAS, North Carolina General Statutes § 66-350 et. seq., commonly known as the State Cable Franchise law, requires cable service providers with a State-issued franchise to provide for and transmit public, educational, or governmental access channels ("PEG Channels"); and

~~WHEREAS, East Wake Television, a 501-3(c), doing business as North Carolina non-profit corporation, and PEG Media Partnership (Partners), a North Carolina non-profit corporation is (collectively, "PEG Media") are owned and operated by the towns of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon. Partners currently provides Partners for the purpose of providing~~ community access television programming on four twelve (12) certified PEG Channels; and

WHEREAS, the Partners, through PEG Media, are committed to the delivery of the highest possible level of community access television programming to the citizens of the Partners; and

WHEREAS, the Partners desire to continue their existing relationship for the joint funding and operations of their ~~channels~~ PEG Channels; and;

WHEREAS, ~~the Partners desire to enter into this Agreement pursuant to Section 160A-460 et seq. of the~~ North Carolina General Statutes authorizing interlocal agreements § 160A-460 et. seq., commonly known as the Interlocal Cooperation Act, permits the Partners to enter into an interlocal agreement to execute any power, function, public enterprise, right, privilege or immunity of local government on behalf of one another.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Partners agree as follows:

ARTICLE 1. Definitions

For all purposes of this Agreement, unless the context requires otherwise, the following capitalized and underlined terms shall have the following meanings:

"ACT" shall mean Session Law 2006-151 of the State of North Carolina titled "An Act to Promote Consumer Choice in Video Service Providers and to Establish Uniform Taxes for Video Programming Services" as signed into law by Governor Michael F. Easley on or about July 20,

2006 and as subsequently codified in the North Carolina General Statutes and § 66-350 et.
seq. as subsequently amended.

~~"PEG MEDIA PARTNERS" shall mean the non-profit organizations that operates the PEG Channels funded pursuant to this Agreement along with the appurtenant management and operations of said channels.~~

"EFFECTIVE DATE" shall mean the latest date of execution by ~~anyone~~any one of the Partners as evidenced from the signature pages of this Agreement.

"EXPIRATION DATE" shall mean 11:59 p.m. Eastern Time on that date marking the end of the Term.

"PEG ~~Channels~~CHANNELS" shall mean any public, educational, or governmental access ~~channels~~channel provided to any or all Partners ~~to this Agreement~~ by Spectrum Cable, AT&T, Google, its successors in interest, or other Cable ~~Systems~~system (as defined by the Act) providing Cable ~~Services~~service (as defined by the Act) within the jurisdictions of the Partners.

"PEG FUNDS" means the funds received from distributions made pursuant to N.C.G.S. § 105-164.44(a) and supplemental PEG channel support funds distributed pursuant to N.C.G.S. § 105-164.44(b).

"~~PERMANANTLY~~PERMANENTLY INSTALLED EQUIPMENT" shall mean equipment and cabling fastened to real property where removal would damage the real property.

"STATE" shall mean the State of North Carolina along with any agency of the State of North Carolina charged with administering the provisions of the Act.

"TERM" shall mean collectively the Initial Term plus any Subsequent ~~Terms~~Term created pursuant to this Agreement.

ARTICLE 2. Joint Operations Agreement

2.1. ~~Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon~~Agreement. The Partners hereby agree and covenant that they shall jointly fund and operate ~~East Wake Television (doing business as PEG Media Partnership)~~ pursuant to the terms of this Agreement.

2.2. ~~Initial Term.~~ The initial term of this Agreement shall be for a period of three ~~years~~(3) years ~~from commencing on~~ the Effective Date.

~~2.3. Subsequent Terms. The Partners agree and acknowledge that this Agreement may be~~Unless otherwise terminated ~~by anyone Party to as provided for in Article 7,~~ this Agreement ~~by Notice to the other Partners made no less than ninety (90) days prior to the Expiration Date (the "Termination Right"). Should any Party exercise its Termination Right, this Agreement shall terminate upon the Expiration Date. Should no Party exercise its Termination Right pursuant to this subsection, the Term shall automatically renew for an additional three (3) years measured from the end of the Term~~year term upon the same terms and conditions provided for herein (the "Subsequent ~~Terms~~Term").

~~2.4.2.3. Governance.~~ The Board of Directors ("Board") ~~of PEG Media~~ shall consist of the six ~~(6)~~ Town Managers of Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon, or their designee, and the Mayor of Archer Lodge, or ~~their~~its designee (the "Directors"). The Board shall be responsible for establishing the By ~~Laws~~laws and policies and procedures for ~~Partners~~PEG Media. The Board shall ~~insure~~;

2.3.1. Insure compliance with the provisions of Article 3 of Chapter 159 of the North Carolina General Statutes, commonly known as ~~the~~The Local Government Budget and Fiscal Control Act, as it ~~related~~relates to Public Authorities; and

~~2.4.1~~2.3.2. Conform programming to the requirements set forth by Article 3 ~~herein-~~
~~below~~of this Agreement; and

~~2.4.2.3.3.~~ Adopt a budget and monitor the status of receipts from ~~funds allocated for Partners from the PEG Channel Fund and other distributions made pursuant to the Act ("Act PEG Funds"); and~~

~~2.4.3.2.3.4.~~ Expend ~~receipts of Act PEG~~ Funds in accordance with restrictions imposed by ~~the Act North Carolina Law~~; and

~~2.4.4. Employ appropriate staff, including a Studio Director. Paid employees of Partners, if any, shall be considered employees of Partners and shall not be considered employees of the individual Partners (towns) and shall not be eligible for town benefits, including Local Government Employees Retirement System; and~~

2.4.5

~~2.3.5.~~ Contract with other towns, organizations or companies, for the operation of the PEG Channels; and

~~2.4.6.2.3.6.~~ Employ appropriate staff, including a Studio Director, who shall manage the daily operations of the ~~channels~~ PEG Channels, sign documents on behalf of ~~Partners~~ PEG Media, purchase supplies and equipment provided for in the budget, set the programming schedules, hire staff, utilize professional consultants and serve as chief liaison between PEG Media, the Partners, the appropriate State agencies charged with administering the provisions of the Act and the cable providers.

2.5 Paid employees of PEG Media, if any, shall be considered employees of PEG Media and shall not be considered employees of the individual Partners and shall not be eligible for town benefits, including but not limited to, the Local Government Employees Retirement System.

2.4. Meetings of Partners PEG Media.

~~2.5.12.4.1.~~ Quarterly Meetings. The ~~Partners~~ Directors shall meet at least quarterly to adopt a budget and to discuss and adopt rules or policies governing the management, operations, programming, maintenance, or funding of PEG Media ~~Partners~~.

~~2.5.22.4.2.~~ Other Meetings. For any of the purposes expressed by this Agreement and in recognition of the mutual benefits accruing to the Partners from the active coordination and cooperation of the Partners, in supplement to the ~~Quarterly Meetings~~ quarterly meetings, the ~~Partners~~ Directors agree to meet from time to time (in person or online), as is reasonable and necessary, to coordinate, discuss, decide, adopt, or amend By ~~Laws~~ laws, rules or policies governing the management, operations, programming, or maintenance of PEG Media ~~Partners~~.

~~2.5.32.4.3.~~ Voting. The Partners hereby designate ~~their town managers (and Archer Lodge Mayor), or their designee's,~~ the Directors as the proper ~~representative~~ representatives at meetings described by this Section ~~2.5.2.4.~~ The adoption or amendment of the By ~~Laws~~ laws or any budget, rule, or policy of PEG Media ~~Partners~~ shall require a 4/7 vote of the ~~Partners~~ Directors. Online voting is authorized with a fixed time period of at least 48 hours to respond.

~~2.5.4.2.4.4.~~ Ad Hoc Committees. The Board may appoint temporary Ad Hoc Committees, made up of at least three ~~Board Members~~ (3) Directors, to study issues and make recommendations to the full Board.

ARTICLE 3. Programming

3.1. All programming provided on PEG ~~Media Partners~~ PEG Channels shall be non-commercial in nature as required by the FCC and N.C.G.S. § 66-357(f).

3.2. Video programming shall be provided on the PEG Channels to meet requirements of North Carolina ~~state~~ State statutes.

3.3. It is anticipated by the Partners that the Partners may wish to acquire additional PEG Channels during the Term or broadcast ~~on~~ additional Cable ~~Services~~services. The Partners intend that any future-acquired PEG Channels be governed pursuant to this Agreement.

ARTICLE 4. PEG Media ~~Partners~~Funding

4.1. Source of Funds. For the purpose of ensuring that adequate financial resources are available to accomplish the goals of the Partners, hereto, each of the Partners hereby commits individually and severally to making all best efforts reasonably necessary to financially support ~~Partners~~PEG Media. Without limiting the foregoing, the Partners explicitly commit as follows:

~~4.24.1.1.~~ Certified PEG Channels. Each of the Partners individually shall certify to the State on or before the due date established by the North Carolina Department Revenue each year of the Term the number of qualifying PEG Channels operated by the Partners, currently two each.

~~4.34.1.2.~~ Grants. At the request of the Studio Director, the Partners shall apply, either individually or collectively, as determined by the Studio Director, for any grant monies available to PEG Channels, ~~including but not limited to the PEG Channel Fund established by the Act (ref. N.C. Gen. Stat. § 66-359).~~

~~4.4. It is the expectation of the Partners that funds received in accordance with the provisions of the Act shall be sufficient to fund the operations and capital needs of Partners.~~

~~4.5~~

~~4.1.3.~~ PEG Channel Supplemental Support. Funds distributed quarterly to the Partners from the North Carolina Department of Revenue for ~~PEG Channel~~ Supplemental PEG Channel Support pursuant to N.C.G.S. §§ 105-164.44I and 105-164.44J shall be transferred immediately to and expended only for the operation and support of the PEG Media Partners ~~channels~~Channels.

~~4.6~~ 4.2. Loss of fundingFunding. If N.C.G.S. § 105-164.44I is repealed or changed such that PEG Media ~~Partners~~ loses all or a significant portion of its ~~state~~State funding (fifty-one percent or more), each Partner shall have the right to immediately withdraw from this Agreement.

~~4.7~~ ~~These~~ Partners withdrawing based on ~~Loss~~loss of Fundingfunding shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media ~~Partners~~.

ARTICLE 5. Title to Property

5.1. Title to any ~~permanently installed equipment~~Permanently Installed Equipment or fixtures acquired during the Term shall be with the fee owner of the real property to which the installed equipment or fixtures are affixed.

5.2. Title to any real property constructed on previously owned property shall remain ~~in~~with the ~~Party~~Partner holding title to such property.

ARTICLE 6. Assets

6.1. Sale of Assets. The Studio Director may sell surplus assets of ~~Partners~~PEG Media as necessary in the reasonable discretion of the Studio Director. Funds received from the sale of surplus ~~equipment~~assets shall be used for the operation of ~~Partners~~PEG Media.

6.2. Termination Right. Should any ~~Party~~Partner exercise its Termination Right (as defined in Article 7 herein), and the remaining Partners agree to continue the operation of PEG Media ~~Partners by adopting through~~ a new ~~Agreement~~agreement, all real property, personal property, equipment, and inventories shall remain with PEG Media ~~Partners. The Terminating Party; the terminating Partner~~ shall lose their right to any furniture, equipment or other assets, including proceeds in ~~case~~the event of a future dissolution.

6.3. Dissolution. The distribution of ~~the corporation~~PEG Media's assets upon dissolution shall be made ~~as follows:~~

~~The Board, on a positive vote of four members at a regularly called meeting, shall set a date for dissolution.~~

~~Employees of PEG Media Partners shall be notified of the dissolution date and the last date of their employment.~~

~~All personal property, equipment and inventories located in the various town halls and used by the towns to record board meetings or to generate content shall remain there and become property of that town.~~

~~The exclusive use of the Studio building shall revert to the Town of Knightdale.~~

~~Certain equipment located in the Studio and used to broadcast a cable TV signal or generate content may be given to one or more of the partner towns for their use with approval of the Board. An estimate of the value shall be made for such equipment and the value deducted from the proceed split.~~

~~All other personal property, equipment and inventories of PEG Media Partners shall be sold online, at auction or any method approved by the Board and consistent with state law. After all payroll, leave, taxes, bills, accounts payable and obligations are paid in full the proceeds shall be split equally among the partnership interest, as it exist on the last day of operation, of PEG Media Partners. These proceeds may only be used by the towns as allowed by state law.~~

~~The partnership interests are currently the towns of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon.~~

~~All other assets shall be distributed according to the following IRS provisions:~~

~~IRS Provisions. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board and as amended from time to time (the "Dissolution Policy"), which Dissolution Policy is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding~~

anything herein to the contrary, in the event a Partner withdraws from this Agreement pursuant to Section 7.2 herein, such Partner shall be deemed to be a member of PEG Media on the last day of operation, solely for the purpose of distributing dissolution proceeds in accordance with the Dissolution Policy.

ARTICLE 7. Termination or Withdrawal

7.1. Termination

~~7.1. This Agreement shall not otherwise be terminated prior to the end of its Term except as follows:~~

7.1.1. Unanimous Vote. This Agreement may be terminated at any time upon the unanimous vote of all the Directors at a duly called meeting. In which event, PEG Media shall be dissolved and the assets shall be distributed in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board.

7.1.2. 90 Days' Notice. This Agreement may be terminated by any Partner through written notice to the other Partners made no less than ninety (90) days prior to the proposed termination date (the "Termination Right"). Should any Partner exercise its Termination Right and the remaining Partners agree to continue the operation of PEG Media through a new agreement, then the terminating Partner shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

7.2. Withdrawal.

7.2.1. Loss of Funding. In accordance with Section 4.2, each Partner shall have the right to immediately withdraw from this Agreement if PEG Media loses all or substantially all its State funding. Partners withdrawing from this Agreement based on loss of funding shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

7.2.2. Super Majority Vote. This Agreement may be modified by allowing a Partner to voluntarily withdraw from ~~the~~this Agreement on an affirmative vote of at least five (5) ~~members of~~Directors. ~~In the Board. This Agreement shall not otherwise be terminated prior to the end of its Term except by agreement of all Partners or as otherwise provided for in Sections 2.3 and 4.6~~event a Partner withdraws in accordance with this Section, such Partner shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 8. Miscellaneous Provisions

8.1. Notices. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") must be in writing, and must be either (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, (ii) hand delivered personally or by nationally recognized courier service, fees prepaid or (iii) transmitted by telecopy, addressed as follows:

~~8.1.1.~~ If to Knightdale:
Town of Knightdale
c/o Town Manager

~~8.1.3.~~ If to Clayton:
Town of Clayton
c/o Town Manager

950 Steeple Square Court
Knightdale, NC 27545

Clayton Town Hall
P.O. Box 879
Clayton, NC 27528

~~8.1.2.~~

If to Wendell:
Town of Wendell
c/o Town Manager
15 E Fourth St
Wendell, NC 27591

~~8.1.3.~~ If to Garner:
Town of Garner
c/o Town Manager
Garner Town Hall
900 Seventh Ave,
Garner, NC 27529

~~8.1.3.~~ If to Zebulon:
Town of Zebulon
c/o Town Manager
Zebulon Town Hall
1003 N. Arendell Avenue
Zebulon, NC 27597

~~8.1.3.~~ If to Archer Lodge:
Town of Archer Lodge
c/o Mayor
Archer Lodge Town Hall
P.O. Box 1500
Clayton, NC 27528

~~8.1.3.~~ If to Rolesville:
Town of Rolesville
c/o Town Manager
Rolesville Town Hall
PO Box 250
Rolesville, NC 27571

~~8.1.4.~~ Each party may designate by notice a new address to which any ~~Notice~~[notice](#) thereafter may be given, served, or sent. Each ~~Notice~~[notice](#) that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt, courier delivery receipt or telecopy answer-back confirmation being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

8.2. Amendments. No modification or amendment of this Agreement, [including the Dissolution Policy attached hereto as Exhibit A](#), will be valid or binding upon any ~~Party~~[Partner\(s\)](#) unless in writing and signed by the ~~Party~~[Partner\(s\)](#) against whom such modification or amendment is asserted.

8.3. Entire Agreement. This Agreement constitutes the entire agreement between the Partners with respect to an interlocal agreement for the joint funding and operations of PEG Media ~~Partnership~~. All previous undertakings or agreements between the Partners with respect to these matters are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any ~~Party~~[Partner](#) hereto.

8.4. Transferability. No additional Partners shall be allowed to participate during the ~~Initial Term of this Agreement~~. This Agreement shall not be transferred or assigned, either voluntarily or involuntarily. Any purported transfer or assignment of a ~~Party~~[Partner's](#) rights under this Agreement shall be null and void, and shall not transfer any rights, interest or title to the purported transferee.

8.5. Interpretation. If there arises any issue regarding the intent of the Partners to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any PartyPartner, and this Agreement shall not be strictly construed against any partyPartner. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this agreement. Any reference in this Agreement to any statute, code, rule or law (collectively or individually, a "Law") shall include any amendments to the Law referred to, any comparable successor Law that replaces the Law referred to, as well as any amendments to any such successor Law.

8.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction.

8.7. Faxed Signatures. Any Partyparty to this Agreement transmitting its signature on this Agreement by telecopy shall be deemed to have accepted and adopted such telescoped signature as that Partyparty's original signature, and to have accepted that the same is sufficient to bind that party to this Agreement as if that Partyparty's original handwritten signature were attached hereto, it being the intention of the Partners that a telescoped signature on this Agreement is binding from the time a copy of this Agreement with a party's signature is telescoped to another party hereto, and that any person may rely on the authority thereof for implementing the provisions of this Agreement.

8.8. Severability. The Partners intend that this Agreement be enforced to the fullest extent permissible under the Law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase or word of this Agreement, or the application thereof to any person or circumstance, or the enforceability thereof in any jurisdiction, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, or the enforceability thereof in other jurisdictions, shall not be affected thereby.

8.9. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Partners to one of such counterpart signature pages. All of such signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

8.10. ~~Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Act.~~

~~8.11. Other Documents~~. The Partners agree to execute such other documents as may be necessary for the implementation and consummation of this Agreement and the covenants contained herein.

~~8.12~~8.11. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strike, lockouts, labor troubles, power failure, riots, insurrection, war, fire, earthquake, flood, explosion, governmental sanctioned

embargo, acts of God, inclement weather or other reason beyond such party's control of like or unlike nature or cause, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.138.12. Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Partners hereto, and their respective successors and permitted assigns.

8.148.13. Injunctive Relief. The Partners acknowledge that any breach or violation of this Agreement will cause irreparable harm to the non-breaching Partners for which there is no adequate remedy at Law. Accordingly, in addition to any other remedies available at law or equity, any Party hereto that is aggrieved by a breach or threatened breach of any of the provisions of this Agreement shall be entitled to seek from any court of competent jurisdiction an order for specific performance and/or for temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security.

[\[the remainder of this page is intentionally left blank\]](#)

IN WITNESS WHEREOF, the Partners have caused this Agreement to be ratified by resolution of their governing boards or councils as evidenced by the minutes of their governing boards or councils, and executed by their duly authorized officers as of the date noted below each officer's signature.

[the remainder of this page is intentionally left blank]

THE TOWN OF ZEBULON,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF CLAYTON,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF KNIGHTDALE,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF GARNER,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF WENDELL,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF ARCHER LODGE,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF ROLESVILLE,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

EXHIBIT A

DISSOLUTION POLICY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by, between, and among the TOWN OF ARCHER LODGE, a North Carolina municipal corporation ("Archer Lodge"); the TOWN OF CLAYTON, a North Carolina municipal corporation ("Clayton"); the TOWN OF GARNER, a North Carolina municipal corporation ("Garner"); the TOWN OF KNIGHTDALE, a North Carolina municipal corporation ("Knightdale"); the TOWN OF ROLESVILLE, a North Carolina municipal corporation ("Rolesville"); the TOWN OF WENDELL, a North Carolina municipal corporation ("Wendell") and the TOWN OF ZEBULON, a North Carolina municipal corporation ("Zebulon"). Each of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon shall be referred to herein as a "Partner" and collectively shall be known as the "Partners."

WITNESSETH

WHEREAS, North Carolina General Statutes § 66-350 *et. seq.*, commonly known as the State Cable Franchise law, requires cable service providers with a State-issued franchise to provide for and transmit public, educational, or governmental access channels ("PEG Channels"); and

WHEREAS, East Wake Television, a North Carolina non-profit corporation, and PEG Media Partners, a North Carolina non-profit corporation (collectively, "PEG Media") are owned and operated by the Partners for the purpose of providing community access television programming on twelve (12) certified PEG Channels; and

WHEREAS, the Partners, through PEG Media, are committed to the delivery of the highest possible level of community access television programming to the citizens of the Partners; and

WHEREAS, the Partners desire to continue their existing relationship for the joint funding and operations of their PEG Channels; and

WHEREAS, North Carolina General Statutes § 160A-460 *et. seq.*, commonly known as the Interlocal Cooperation Act, permits the Partners to enter into an interlocal agreement to execute any power, function, public enterprise, right, privilege or immunity of local government on behalf of one another.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Partners agree as follows:

ARTICLE 1. Definitions

For all purposes of this Agreement, unless the context requires otherwise, the following capitalized and underlined terms shall have the following meanings:

"ACT" shall mean Session Law 2006-151 of the State of North Carolina titled "An Act to Promote Consumer Choice in Video Service Providers and to Establish Uniform Taxes for Video Programming Services" as signed into law by Governor Michael F. Easley on or about July 20, 2006 and as subsequently codified at North Carolina General Statutes § 66-350 *et. seq.*, as amended.

"EFFECTIVE DATE" shall mean the latest date of execution by any one of the Partners as evidenced from the signature pages of this Agreement.

"EXPIRATION DATE" shall mean 11:59 p.m. Eastern Time on that date marking the end of the Term.

"PEG CHANNELS" shall mean any public, educational, or governmental access channel provided to any or all Partners by Spectrum Cable, AT&T, Google, its successors in interest, or other Cable system (as defined by the Act) providing Cable service (as defined by the Act) within the jurisdictions of the Partners.

"PEG FUNDS" means the funds received from distributions made pursuant to N.C.G.S. § 105-164.44I(a) and supplemental PEG channel support funds distributed pursuant to N.C.G.S. § 105-164.44I(b).

"PERMANENTLY INSTALLED EQUIPMENT" shall mean equipment and cabling fastened to real property where removal would damage the real property.

"STATE" shall mean the State of North Carolina along with any agency of the State of North Carolina charged with administering the provisions of the Act.

"TERM" shall mean collectively the Initial Term plus any Subsequent Term created pursuant to this Agreement.

ARTICLE 2. Joint Operations Agreement

2.1. Agreement. The Partners hereby agree and covenant that they shall jointly fund and operate PEG Media pursuant to the terms of this Agreement.

2.2. Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date. Unless otherwise terminated as provided for in Article 7, this Agreement shall automatically renew for an additional three (3) year term upon the same terms and conditions provided for herein (the "Subsequent Term").

2.3. Governance. The Board of Directors ("Board") of PEG Media shall consist of the six (6) Town Managers of Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon, or their designee, and the Mayor of Archer Lodge, or its designee (the "Directors"). The Board shall be responsible for establishing the Bylaws and policies and procedures for PEG Media. The Board shall:

2.3.1. Insure compliance with the provisions of Article 3 of Chapter 159 of the North Carolina General Statutes, commonly known as The Local Government Budget and Fiscal Control Act, as it relates to Public Authorities; and

2.3.2. Conform programming to the requirements set forth by Article 3 of this Agreement; and

2.3.3. Adopt a budget and monitor the status of receipts from PEG Funds.

2.3.4. Expend PEG Funds in accordance with restrictions imposed by North Carolina Law;
and

2.3.5. Contract with other towns, organizations or companies, for the operation of the PEG Channels; and

2.3.6. Employ appropriate staff, including a Studio Director, who shall manage the daily operations of the PEG Channels, sign documents on behalf of PEG Media, purchase supplies and equipment provided for in the budget, set the programming schedules, hire staff, utilize professional consultants and serve as chief liaison between PEG Media, the Partners, the appropriate State agencies charged with administering the provisions of the Act and the cable providers. Paid employees of PEG Media, if any, shall be considered employees of PEG Media and shall not be considered employees of the individual Partners and shall not be eligible for town benefits, including but not limited to, the Local Government Employees Retirement System.

2.4. Meetings of PEG Media.

2.4.1. Quarterly Meetings. The Directors shall meet at least quarterly to adopt a budget and to discuss and adopt rules or policies governing the management, operations, programming, maintenance, or funding of PEG Media.

2.4.2. Other Meetings. For any of the purposes expressed by this Agreement and in recognition of the mutual benefits accruing to the Partners from the active coordination and cooperation of the Partners, in supplement to the quarterly meetings, the Directors agree to meet from time to time (in person or online), as is reasonable and necessary, to coordinate, discuss, decide, adopt, or amend Bylaws, rules or policies governing the management, operations, programming, or maintenance of PEG Media.

2.4.3. Voting. The Partners hereby designate the Directors as the proper representatives at meetings described by this Section 2.4. The adoption or amendment of the Bylaws or any budget, rule, or policy of PEG Media shall require a 4/7 vote of the Directors. Online voting is authorized with a fixed time period of at least 48 hours to respond.

2.4.4. Ad Hoc Committees. The Board may appoint temporary Ad Hoc Committees, made up of at least three (3) Directors, to study issues and make recommendations to the full Board.

ARTICLE 3. Programming

3.1. All programming provided on PEG Channels shall be non-commercial in nature as required by the FCC and N.C.G.S. § 66-357(f).

3.2. Video programming shall be provided on the PEG Channels to meet requirements of North Carolina State statutes.

3.3. It is anticipated by the Partners that the Partners may wish to acquire additional PEG Channels during the Term or broadcast additional Cable services. The Partners intend that any future-acquired PEG Channels be governed pursuant to this Agreement.

ARTICLE 4. PEG Media Funding

4.1. Source of Funds. For the purpose of ensuring that adequate financial resources are available to accomplish the goals of the Partners, hereto, each of the Partners hereby commits individually and severally to making all best efforts reasonably necessary to financially support PEG Media. Without limiting the foregoing, the Partners explicitly commit as follows:

4.1.1. Certified PEG Channels. Each of the Partners individually shall certify to the State on or before the due date established by the North Carolina Department Revenue each year of the Term the number of qualifying PEG Channels operated by the Partners, currently two each.

4.1.2. Grants. At the request of the Studio Director, the Partners shall apply, either individually or collectively, as determined by the Studio Director, for any grant monies available to PEG Channels.

4.1.3. PEG Channel Supplemental Support. Funds distributed quarterly to the Partners from the North Carolina Department of Revenue for Supplemental PEG Channel Support pursuant to N.C.G.S. §§ 105-164.44I and 105-164.44J shall be transferred immediately to and expended only for the operation and support of the PEG Channels.

4.2. Loss of Funding. If N.C.G.S. § 105-164.44I is repealed or changed such that PEG Media loses all or a significant portion of its State funding (fifty-one percent or more), each Partner shall have the right to immediately withdraw from this Agreement. Partners withdrawing based on loss of funding shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 5. Title to Property

5.1. Title to any Permanently Installed Equipment or fixtures acquired during the Term shall be with the fee owner of the real property to which the installed equipment or fixtures are affixed.

5.2. Title to any real property constructed on previously owned property shall remain with the Partner holding title to such property.

ARTICLE 6. Assets

6.1. Sale of Assets. The Studio Director may sell surplus assets of PEG Media as necessary in the reasonable discretion of the Studio Director. Funds received from the sale of surplus assets shall be used for the operation of PEG Media.

6.2. Termination Right. Should any Partner exercise its Termination Right (as defined in Article 7 herein), and the remaining Partners agree to continue the operation of PEG Media through a new agreement, all real property, personal property, equipment, and inventories shall remain with PEG Media; the terminating Partner shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

6.3. Dissolution. The distribution of PEG Media's assets upon dissolution shall be made in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board and as amended from time to time (the "Dissolution Policy"), which Dissolution Policy is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding anything herein to the contrary, in the event a Partner withdraws from this Agreement pursuant to Section 7.2 herein, such Partner shall be deemed to be a member of PEG Media on the last day of operation, solely for the purpose of distributing dissolution proceeds in accordance with the Dissolution Policy.

ARTICLE 7. Termination or Withdrawal

7.1. Termination. This Agreement shall not otherwise be terminated prior to the end of its Term except as follows:

7.1.1. Unanimous Vote. This Agreement may be terminated at any time upon the unanimous vote of all the Directors at a duly called meeting. In which event, PEG Media shall be dissolved and the assets shall be distributed in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board.

7.1.2. 90 Days' Notice. This Agreement may be terminated by any Partner through written notice to the other Partners made no less than ninety (90) days prior to the proposed termination date (the "Termination Right"). Should any Partner exercise its Termination Right and the remaining Partners agree to continue the operation of PEG Media through a new agreement, then the terminating Partner shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

7.2. Withdrawal.

7.2.1. Loss of Funding. In accordance with Section 4.2, each Partner shall have the right to immediately withdraw from this Agreement if PEG Media loses all or substantially all its State funding. Partners withdrawing from this Agreement based on loss of funding shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

7.2.2. Super Majority Vote. This Agreement may be modified by allowing a Partner to voluntarily withdraw from this Agreement on an affirmative vote of at least five (5) Directors. In the event a Partner withdraws in accordance with this Section, such Partner shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 8. Miscellaneous Provisions

8.1. Notices. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") must be in writing, and must be

either (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, (ii) hand delivered personally or by nationally recognized courier service, fees prepaid or (iii) transmitted by telecopy, addressed as follows:

If to Knightdale:
Town of Knightdale
c/o Town Manager
950 Steeple Square Court
Knightdale, NC 27545

If to Clayton:
Town of Clayton
c/o Town Manager
Clayton Town Hall
P.O. Box 879
Clayton, NC 27528

If to Wendell:
Town of Wendell
c/o Town Manager
15 E Fourth St
Wendell, NC 27591

If to Garner:
Town of Garner
c/o Town Manager
Garner Town Hall
900 Seventh Ave,
Garner, NC 27529

If to Zebulon:
Town of Zebulon
c/o Town Manager
Zebulon Town Hall
1003 N. Arendell Avenue
Zebulon, NC 27597

If to Archer Lodge:
Town of Archer Lodge
c/o Mayor
Archer Lodge Town Hall
P.O. Box 1500
Clayton, NC 27528

If to Rolesville:
Town of Rolesville
c/o Town Manager
Rolesville Town Hall
PO Box 250
Rolesville, NC 27571

Each party may designate by notice a new address to which any notice thereafter may be given, served, or sent. Each notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt, courier delivery receipt or telecopy answer-back confirmation being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

8.2. Amendments. No modification or amendment of this Agreement, including the Dissolution Policy attached hereto as Exhibit A, will be valid or binding upon any Partner(s) unless in writing and signed by the Partner(s) against whom such modification or amendment is asserted.

8.3. Entire Agreement. This Agreement constitutes the entire agreement between the Partners with respect to an interlocal agreement for the joint funding and operations of PEG Media. All previous undertakings or agreements between the Partners with respect to these matters are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any Partner hereto.

8.4. Transferability. No additional Partners shall be allowed to participate during the Term. This Agreement shall not be transferred or assigned, either voluntarily or involuntarily. Any purported

transfer or assignment of a Partner's rights under this Agreement shall be null and void, and shall not transfer any rights, interest or title to the purported transferee.

8.5. Interpretation. If there arises any issue regarding the intent of the Partners to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any Partner, and this Agreement shall not be strictly construed against any Partner. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice versa, and a word in the masculine gender shall include the feminine and neuter and vice versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this agreement. Any reference in this Agreement to any statute, code, rule or law (collectively or individually, a "Law") shall include any amendments to the Law referred to, any comparable successor Law that replaces the Law referred to, as well as any amendments to any such successor Law.

8.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction.

8.7. Faxed Signatures. Any party to this Agreement transmitting its signature on this Agreement by telecopy shall be deemed to have accepted and adopted such telescoped signature as that party's original signature, and to have accepted that the same is sufficient to bind that party to this Agreement as if that party's original handwritten signature were attached hereto, it being the intention of the Partners that a telescoped signature on this Agreement is binding from the time a copy of this Agreement with a party's signature is telescoped to another party hereto, and that any person may rely on the authority thereof for implementing the provisions of this Agreement.

8.8. Severability. The Partners intend that this Agreement be enforced to the fullest extent permissible under the Law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase or word of this Agreement, or the application thereof to any person or circumstance, or the enforceability thereof in any jurisdiction, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, or the enforceability thereof in other jurisdictions, shall not be affected thereby.

8.9. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Partners to one of such counterpart signature pages. All of such signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

8.10. Other Documents. The Partners agree to execute such other documents as may be necessary for the implementation and consummation of this Agreement and the covenants contained herein.

8.11. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strike, lockouts, labor troubles,

power failure, riots, insurrection, war, fire, earthquake, flood, explosion, governmental sanctioned embargo, acts of God, inclement weather or other reason beyond such party's control of like or unlike nature or cause, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.12. Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Partners hereto, and their respective successors and permitted assigns.

8.13. Injunctive Relief. The Partners acknowledge that any breach or violation of this Agreement will cause irreparable harm to the non-breaching Partners for which there is no adequate remedy at Law. Accordingly, in addition to any other remedies available at law or equity, any Party hereto that is aggrieved by a breach or threatened breach of any of the provisions of this Agreement shall be entitled to seek from any court of competent jurisdiction an order for specific performance and/or for temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Partners have caused this Agreement to be ratified by resolution of their governing boards or councils as evidenced by the minutes of their governing boards or councils and executed by their duly authorized officers as of the date noted below each signature.

THE TOWN OF ZEBULON,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF ROLESVILLE,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF KNIGHTDALE,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF CLAYTON,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF WENDELL,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF GARNER,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

THE TOWN OF ARCHER LODGE,
a North Carolina municipal corporation

By: _____
Name: _____
Date: _____

EXHIBIT A

DISSOLUTION POLICY