

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, May 2, 2022 at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackelford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burress, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, and asked Commissioner Shackelford to give the invocation and lead the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath noted that the Closed Session is for Personnel and asked if there were any other changes needed to the agenda. Seeing as there were none, he asked for a motion to approve the agenda.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve the agenda with the addition of the Closed Session.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Seeing as there were none, he asked for a motion to approve the Consent Agenda.

On motion by Commissioner Blizzard and second by Commissioner Jones the Board voted unanimously to approve the Consent Agenda.

- April 18, 2022 Regular Meeting Minutes
- Releases/Refunds
- Budget Amendment; Register of Deeds

Refunds: NCVTS Tax & Tag

Estate of Marjorie Sugg Jones	\$2.89	Rebecca Edwards Dail	\$18.51	Rebecca Edwards Dail	\$10.72
Lester Devonne Holmes	\$2.64	Crystal Yvette Streeter	\$28.23	Shaquanna Jennette Best	\$14.26

Lindsay Gupton Gay	\$65.97				
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D. Public Comments

None

E. Presentation

1. David Jones; Landfill and Convenience Sites Update.

Mr. Jones gave an update on the Landfill and Convenience Sites (see attached). The landfill is getting close to capacity and he went over options that the county will have. He brought this to the Boards attention now because this needs to be planned for as far as cost and personnel. He also went over the running of the convenience sites and the process of getting the containers emptied. Commissioner Shackleford asked what is done with the ground up material at our landfill, Mr. Jones said they mix it with the dirt to cover landfill material currently as it is not usable for anything else. Commissioner Burress asked what type of regulations we would be dealing with if we decide to build a new landfill? Mr. Jones said it would take 3 -5 years to get the state to permit a new landfill and he said chances of that happening at all are slim. If it does get permitted then we would need to follow all state and federal guidelines at that time.

Commissioner Burress said option 3 involves having a private company build a transfer facility and pay the county a host fee. His question was to what extent are these companies looking for new locations to build such a facility and how much revenue do you anticipate the county being able to charge? Mr. Jones said surrounding counties have these types of facilities and they charge other counties to use them and the cost to use these facilities varies depending on the types of items being disposed of. Commissioner Burress asked how long one acre would last if we chose to expand the current landfill. Mr. Jones said he feels one acre would last us 5 years maybe a little more. Commissioner Burress asked Mr. Jones what he would suggest the Board do today. Mr. Jones stated he recommends to start looking at the options available and start setting aside money for this. Chairman Heath asked about the \$91,000 that is set aside yearly, Mr. DeHaven stated this is for the closure of the current landfill when needed.

F. County Manager Report

1. Mr. DeHaven presented a Proclamation declaring May as Older Americans Month.

On motion by Commissioner Jones and second by Commissioner Blizzard, the Board voted unanimously to approve the Proclamation.

Health Services building. The reason for abandonment is that the piping is underground and under the building footer to 11 existing magic Aire handlers in 8 mechanical rooms are corroded and weathered. We experienced the first of what we can assume will be many leaks for aged infrastructure. The solution to place gas furnace and AC in the mechanical rooms will save money from repair of the current leak, and all future leaks. The health services building can maintain the current Boiler/Chiller system piped water HVAC as their piping is above the ceiling and not exposed to the same adverse conditions as shallow pipe is exposed to. This is an increase of \$100,220 from the previously approved HVAC improvement plan of \$310,370 totaling \$410,590. This can be funded using repurposed funds from other granting agencies.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve the proposal from Piedmont Service Group.

G. County Attorney Report

Ms. Stanley stated that the ambulance investigation was complete and that no violation of NC Statutes or Greene County purchasing policy were found.

H. Commissioner's Report and Recommendations

Commissioner Burress congratulated Greene County farmers Chase and Allan Harris for winning the state award in the 2021 National Corn Yield Contest hosted by the National Corn Growers Association. He also congratulated former County Commissioner Antonio Blow, the current Director of Student Services for Greene County Schools for being this year's recipient of the "Outstanding Field Instructor Award" given annually by the ECU School of Social Work. He asked all to keep the family of former Greene County Deputy Jesse King in our prayers. Deputy King served at the Sheriff's Office until December last year and had to leave for medical reasons and has passed away recently. He thanked all student interns who were assigned to the County this past semester and wished them much success after graduation. He noted that the Bullhead Fire Department has a BBQ Chicken Fundraiser from 11 to 1 on Saturday, May 14th. American Legion is having a BBQ Chicken Fundraiser the same day. He noted there are many jobs open at the County and also local businesses.

Commissioner Blizzard asked about new phones in DSS and Health Departments. Mr. DeHaven stated that DSS just went online this past week and Health Department is being worked on and should be up by end of June. Commissioner Blizzard asked about Budget Workshops, Mr. DeHaven asked the Board to look at their calendars and he is planning to set workshop dates at our next meeting. Commissioner Blizzard asked about any updates for the HMPG Projects, Mr. DeHaven stated they had to rebid the projects and will speak to Mr. Barnette about this. Commissioner Shackelford asked about other damages done to these homes since this all started. Mr. DeHaven said he will bring this up to the engineers for a possible additional feasibility study being done. Chairman Heath said this needs to be taken care of and soon as this has been going on for a long time. Chairman Heath noted that "Proud to be an American Day" will be June 4th

2. Mr. DeHaven next presented a request to pull down Lottery Funds. Dr. Patrick Miller has informed Mr. DeHaven that the Greene County Board of Education has approved the drawdown of the annual Lottery Funds allotment for Intermediate School Debt Service contribution. The amount available for drawdown is \$227,464.28.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve the drawdown of Lottery Funds.

3. Mr. DeHaven next presented a Resolution amending the SCIF Grant Project Budget Ordinance. SCIF 625 has been amended to meet the rules and requirements of OSBM. In talking with them, the initial intent of the SCIF project included contributing \$100,000 each to Greene County Improvement Association, Greene County Interfaith and Greene County Museum for infrastructure work and improvements. OSBM had a problem with contributing funds to entities not considered Greene County Government and asked that we amend our plan. The 123 Transmission Main repair has replaced those contributions to allow us to fall in line with OSBM's rules and requirements.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve this resolution amending the SCIF Grant Project Budget Ordinance.

4. Mr. DeHaven next presented a Budget Amendment for the General Government due to the change to the SCIF Grant Project Budget Ordinance. The BA is needed to contribute \$100,000 each to the Greene County Improvement Association, Greene County Interfaith and the Greene County Museum for infrastructure work and improvements. This was the initial intent of the SCIF 625 project that OSBM took issue with.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve this Budget Amendment.

5. Mr. DeHaven next presented a Memorandum of Understanding for Nfinitylink Communications as they apply for the latest round of GREAT Grant from the state. The MOU identifies their responsibilities and our responsibilities "IF" the grant is awarded. If no grant is awarded, the MOU is void.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve the MOU.

6. Mr. DeHaven next presented a proposal from Piedmont Service Group to replace our piped water air handlers with gas furnace and AC units in the Administration building. This proposal abandons the piped water HVAC system for the administration building, but maintains it for the

starting at 10 a.m. in Walstonburg. Chairman Heath asked if no other announcements can he have a motion to go into closed session.

I. Closed Session – Personnel

Motion/Second into Closed Session: Commissioners Jones and Shackelford

Motion/Second Out of Closed Session: Commissioners Jones and Blizzard

Upon coming out of Closed Session Commissioner Jones made a motion to increase the county attorney pay to \$95,500 effective immediately due to increased responsibilities, Commissioner Blizzard seconded the motion. Chairman Heath called for the vote and the Board approved the motion unanimously.

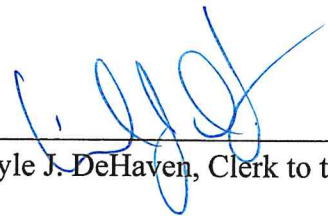
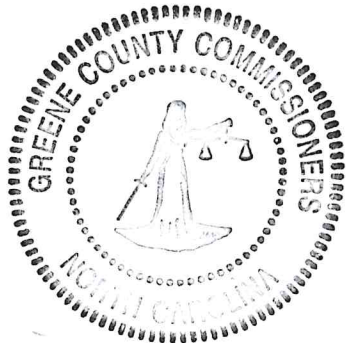
K. ADJOURN

On motion by Commissioner Blizzard and second by Commissioner Jones to adjourn the meeting, the Board voted unanimously to adjourn.



Bennie Heath, Chairman

Attest:



Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

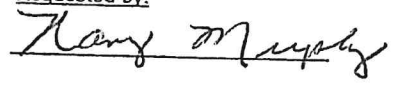
April 26, 2022

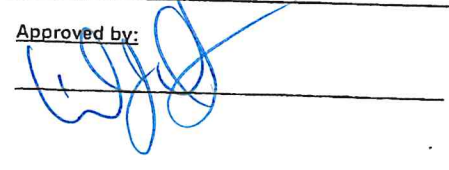
LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Conveyance/Excise Tax	11-101 431507	10,000	Conveyance/Excise Tax	11-419 5327-00	10,000
Total		\$ 10,000	Total		\$ 10,000

Explanation:

Real estate sales has had a high increase in this budget year.
Budgeted amount is not sufficient for balance of 2021-2022 budget year.
Funds will be collected by Register of Deeds office.

Requested by:


Approved by:


2022 Greene County Solid Waste Program Update

Greene County currently operates a construction and demolition landfill. We are currently at an elevation of 140ft above sea level, and we are permitted to go up to 180ft above sea level. We currently only have 5 acres of permitted space and *the space is filling up fast. We don't have many options for future disposal of solid waste in Greene County.*

One option is to build a new landfill, the cost to line one acre of landfill space is about \$500,000, and *one acre will not last long.* Other options are to build a transfer station and potentially collect garbage from the towns in the county and other resources, which would create a revenue stream. Transfer stations cost about \$4,000,000 to build and that does not include equipment, personnel and hauling cost. In either of these cases, you would have to purchase additional land. Another option is to contract with a private company to come and build a facility of some kind in the county and pay the county a host fee. The reason why I am bringing this to your attention at this time is to let you know that solid waste in Greene County is not and will not go anywhere in the future. So with that being said, I feel as if the County must start now to seriously plan out what to do next. I truly do not think this program will hold out for many more years as it currently is. This will take many years of planning and figuring out how you are going to pay for it. Please understand that this does not include the convenient sites or closure of the current landfill.

I recommend when you decide on a plan you should seriously consider a solid waste director position as well, because the way things are currently structured one person will not be able to keep track of everything (water, sewer, grounds care and solid waste). Unfortunately this is not going to be cheap but something has to be done.

Thank you for your time and if any questions arise please do not hesitate to contact me.

Greene county convenience site update 2022

GREENE OPERATES SIX SOLIDWASTE DROP OFF SITES OR CONVENIENCE SITES WE CURRENTLY HAVE SIX INDEPENDENT CONTRACTORS ATTENDING THESE SITES, THEIR RESPONSIBILITIES ARE OUTLINED IN THE CONTRACT. GREENE COUNTY SITES ARE FOR KITCHEN GARBAGE AND RECYCLABLES ONLY, ALL OTHER MATERIAL HAS TO BE TAKEN TO THE GREENE COUNTY LANDFILL, WHERE IT IS EITHER LANDFILLED OR TRANSFERRED OUT BY 40YD CONTAINER. THE COUNTY CONTRACTS WITH GFL FORMALLY WI, TO HAUL WASTE FROM SITES TO SAMPSON COUNTY FOR DISPOSAL IN THEIR LINED LANDFILL. THE PER HAUL COST IS CURRENTLY \$176.97 PER HAUL, AND \$51.15 PER TON FOR DISPOSAL OF MSW AND \$50.00 PER TON FOR RECYCLING, OCC IS MARKET DEPENDENT. AS CONTAINERS FILL UP THE SITE ATTENDANTS CALL THE LANDFILL AND THEN WE SEND A MESSAGE TO GFL AND THEY PUT IT ON THE SCHEDULE TO BE EMPTIED. THEY GET TO IT AS FAST AS THEY CAN, AND THEY DO GET BEHIND. OR IF ONE FILLS UP ON THE WEEKEND IT DOESN'T GET CALLED IN UNTIL MONDAY. THE GARBAGE CONTAINERS ARE EMPTIED ON A SET SCHEDULE. THE COUNTY CHOSE TO GET OUT OF THE TRUCKING END OF IT IS BECAUSE WE NEEDED A NEW TRUCK AT THE TIME AND THE DRIVER WAS RETIRING AND, FELT CONTRACTING WAS A BETTER OPTION. CURRENT TRUCK PRICES ARE \$160000 TO \$200000 AND IF YOU GET A DRIVER IT WILL COST ABOUT \$35000 TO \$40000 PER YEAR SALARY. SOME OF THE EQUIPMENT AND BUILDINGS ARE GOING TO NEED ADDRESSING AS WE MOVE FORWARD. FY20/21 RECYCLING TONS 234 TOTAL. 725 GAL MOTOR OIL, 3139 TONS OF MSW, ALL OF THIS WAS TRANSPORTED TO OTHER FACILITIES. WE EXPECTED 2111 TONS OF C/D AT THE LANDFILL.

David Jones

From: Wayne Sullivan <wsullivan@mesco.com>
Sent: Wednesday, April 20, 2022 12:57 PM
To: David Jones
Cc: Lisa Crawford
Subject: CDLF Annual Facility Report and Survey Results

David,

The survey for the CDLF Annual Report is as follows:

Date of Survey is: 3/11/2022

Volume used is 174,007 cubic yards

Tonnage in landfill from 6/18/2021 to 3/11/2022 (814.56 tons) added to the tonnage from last year's report.

The volume remaining in the CDLF after this survey is 297,289 cubic yards measured to the top of the intermediate cover (1 ft.) not the top of the cap. In the past 5 fiscal years the County has used the following volume:

- FY 21-22 4,692 CY
- FY 20-21 2,116 CY
- FY 19-20 3,070 CY
- FY 18-19 3,906 CY
- FY 17-18 3,744 CY

Based on the worst case scenario which would be the volume used the first 9 months of this fiscal year, the life expectancy for the remaining volume would be approximately 48 years. A more realistic estimate would be based on the average volume used for the past 5 fiscal years which would be 3,506 CY; therefore, the estimated life expectancy of the CDLF would be 85 years.

It is very safe to assume that the time remaining in the CDLF is between 48 years and 85 years. This is based on the slopes being constructed as permitted which are reflected on the stakeout map we gave you and the stakes set on the landfill.

You asked us to look at a comparison of grinding wood waste and a LCID Landfill which we did. Another option the County has is to dispose the material that you are presently grinding in the CDLF. Yard trash is not permitted in the CDLF and if it's not disposed in a LCID Landfill then it's supposed to be composted and not be ground with other wood waste.

If you need anything else, just let me know.

Thanks and have a nice day.

--

D. Wayne Sullivan

Project Manager

Municipal Engineering Inc

Email: wsullivan@mesco.com

Phone: (919) 772-5393

Fax: (919) 772-1176

Commissioners
Bennie Heath - Chairman
James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burruss



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

Older Americans Month 2022
A PROCLAMATION

Whereas, Greene County, NC includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

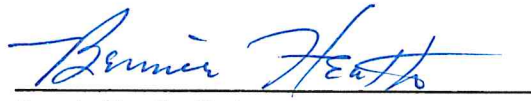
Whereas, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

Whereas, Greene County, NC recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

Whereas, Greene County, NC can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

Now, therefore, the Greene County Board of Commissioners do hereby proclaim May 2022 to be Older Americans Month. We urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.


Bennie Heath, Chairman

ATTEST:


Kyle J. DeHaven, Clerk to the Board

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www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Greene

Contact Person: Kyle Dehaven

LEA: Greene County Schools (LEA400)

Title: County Manager

Address: 301 Kingold Blvd., Snow Hill, NC 285

Phone: 2527473446

Project Title: Greene County Intermediate School-Debt Service

Location: 614 Middle School Road, Snow Hill, NC 28580

Type of Facility: Public School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land _____ \$ _____

Planning and Design Services _____

New Construction _____

Additions / Renovations _____

Repair _____

Debt Payment / Bond Payment _____ 227,464.28

TOTAL _____ \$ 227,464.28

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 227,464.28 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

Bennie Heath
(Signature — Chair, County Commissioners)

5/2/22
(Date)

Patricia Lee Adam
(Signature — Chair, Board of Education)

4/25/22
(Date)

Commissioners
Bennie Heath - Chairman
James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burruss



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

**RESOLUTION
AMENDING GRANT PROJECT BUDGET ORDINANCE
FOR SCIF 392 & SCIF 625**

- WHEREAS,** Greene County has been awarded two State Capital Infrastructure Fund grants. The first being SCIF 392 in the amount of \$400,000.00. The second being SCIF 625 in the amount of \$650,000.00; and
- WHEREAS,** SCIF 392, in the amount of \$400,000.00, is to be used for the construction of a new EMS station in the Eastern part of Greene County to lower EMS response time for citizens seeking Emergency Medical Transport; and
- WHEREAS,** SCIF 625, in the amount of \$650,000.00, is to have several uses, which are \$350,000.00 to be used for the construction of a new EMS station in the Eastern part of Greene County to lower EMS response time for citizens seeking Emergency Medical Transport with any leftover funds, if any, being used to renovate existing EMS facilities how the County deems most appropriate, and also to repair a compromised transmission Main under Contentnea Creek on Hwy123 at a cost just under \$300,000.00; and
- WHEREAS,** The projects of SCIF 625 have changed to meet the rules and requirements of O.S.B.M. by removing (3) \$100,000.00 grants each to Greene County Interfaith, Greene County Museum, and Greene County Community Center and replacing it with the Hwy 123 Transmission Main Repair; and
- WHEREAS,** Greene County intends to honor and maintain the initial scope of the State Legislature and grant (3) \$100,000 grants each to Greene County Interfaith, Greene County Museum, and Greene County Community Center using County funds repurposed from the Hwy 123 Water Line Repair Project; and
- WHEREAS,** The County has complied with and agrees with the Office of State Budget Management for the objective of these funds, the expected results, and the performance measure to maintain compliance with these funds.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:

That the attached Grant Project Budget Ordinance is approved and the Chairman and County Manager are authorized and directed to execute all documents associated with award of construction contracts on behalf of Greene County.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

Adopted this the 2nd day of May, 2022 at Snow Hill, North Carolina.

(SEAL)

ATTEST:

Kyle J. DeHaven
Clerk to the Board

Bennie Heath, Chairman
Greene County Board of Commissioners

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LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
			GC Museum	94937-534001	\$ (100,000)
			GC Interfaith	94937-534002	\$ (100,000)
			GC Improvement Assoc.	94937-534003	\$ (100,000)
			HWY 123 Transmission Main	94937-xxxxxx	\$ 300,000
		\$ -			\$ -

Requested by:

Approved by: Bernie Heath

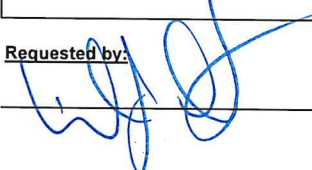
GREENE COUNTY

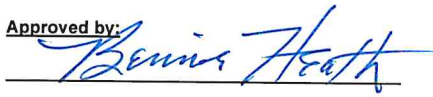
LINE ITEM TRANSFER/BUDGET AMENDMENT
SCIF 392 & 625

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
F.B.A.	11198-439800	300,000	Non-Profit Funding	11412-541500	300,000
		\$ -			\$ -

Contributions to Non-Profits named in SCIF 625 that were Supplanted to meet O.S. & M. Rules and Requirements for SCIF Funds.

Requested by: 

Approved by: 

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on April 25, 2022 (the "Effective Date"), by and between NfinityLink Communications, Inc. dba InfinityLink Communications located at 1106A Kingold Blvd, Snow Hill, North Carolina 28580 (the "First Party"), and County of Greene, NC located at 229 Kingold Blvd, Snow Hill, North Carolina 28580 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The project on which the Parties are intending to collaborate, has the following intended mission in mind:

Advance technology across Greene County by meeting the mission-critical needs of education, research, health care and public services.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Expand Fiber to the Home Broadband Service throughout Greene County by partnering on an application for North Carolina GREAT Grant., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the project contemplated herein for any reason or no reason. A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the project.

NfinityLink Communications, Inc. Db a InfinityLink Communications shall render and provide the following services that include, but are not limited to:

Design, Engineering and Construction of the Fiber to the Home network if awarded under the North Carolina GREAT Grant. Also, InfinityLink will contribute up to a matching \$352,941.18 for the project.

County Of Greene, NC shall render and provide the following services that include, but are not limited to:

Contribution of up to \$352,941.18 in ARPA funds to match InfinityLink's contribution and receive the maximum reduction of matching percentage allowed under the GREAT program.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 5 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will prepare and execute nondisclosure agreements related to the project as necessary and required to protect InfinityLink's proprietary information and trade secrets.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in

accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

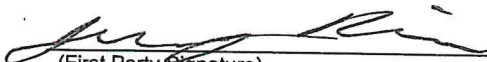
10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties agree that exclusive venue for any dispute arising out of this Memorandum of Understanding shall be in the General Court of Justice in Greene County, North Carolina.

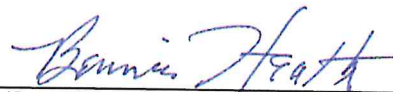
11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by NfinityLink Communications, Inc. dba InfinityLink Communications and County of Greene, NC and shall be effective as of the date first written above.


(First Party Signature)
NfinityLink Communications, Inc. dba InfinityLink Communications
1106A Kingold Blvd
Snow Hill, North Carolina
28580

4/25/2022
(Date)


(Second Party Signature)
County of Greene, NC
229 Kingold Blvd
Snow Hill, North Carolina
28580

5/2/22
(Date)

Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
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TERMS AND CONDITIONS

- Contractor warrants that the workmanship hereunder shall be free from defects one year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
- Customer will promptly pay invoices within thirty (30) days of receipt or within special terms (if any) on Exhibit A (if any) to these Terms and Conditions. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Project will be progress billed monthly.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement. THE AGREEMENT PRICE APPLIES ONLY TO THE SCOPE OF WORK OUTLINED WITHIN THE PROJECT PROPOSAL DOCUMENT. ANY ADDITIONAL WORK REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES NOT SPECIFICALLY DESCRIBED HEREIN IS EXCLUDED. IN THE EVENT THAT PIEDMONT SERVICE GROUP IS REQUIRED BY ANY GOVERNING AUTHORITY TO PERFORM WORK NOT INCLUDED IN THIS PROPOSAL, CUSTOMER AGREES TO PAY ALL ADDITIONAL COSTS ASSOCIATED WITH THE REQUIRED WORK.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder unless noted otherwise within the agreement.
- In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. This time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
- UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- In the event of a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control, Contractor shall not be liable.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: X

Date:

5/2/22

Important: Agreement Prices good for 30 days only from proposal date unless time is extended in writing.

Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
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Piedmont Service Group proposes to remove the 11 existing chill/hot water air handling units and install new Trane gas furnaces with DX evaporator coils and condensers

Scope of work

- Removal and disposal of the 11 existing Magic Aire handlers to EPA standards
- Removal of associated chill/hot water piping in mechanical rooms
- Isolation of front building from chill and hot water piping by installing by-pass in back building mechanical room.
- Install new Trane gas furnaces and associated evaporator coils in mechanical rooms
- New furnaces and evaporator coils shall mate to existing ducting
- Installation of new electrical circuits/electrical service disconnects for the condensers and gas furnaces
- Installation of new exhaust/flue piping through roof for new gas furnaces
- New gas piping shall be installed from new gas meter to the 8 mechanical rooms
- Gas piping shall be installed on roof top and penetrate roof in each mechanical room
- Eight of the new condensers will be installed on ground level, outside of mechanical rooms
- Three of the new condensers will be installed on the roof top, over the library
- Condensers on the roof top will have an extra layer of roofing membrane underneath condenser pad to protect roof
- New gas furnaces and AC units shall be reconnected to buildings automation system until CMS controls installs new control system
- All roofing penetrations will be installed and sealed by Service Roofing Company
- Project Coordination with PSG, CMS Controls, Service Roofing Company and Greene County Government
- **All labor, materials, permitting fees, crane services and start-up are included in this proposal**

Total Project Investment \$ 197,487

Pre-approved, PO # 00000631-00 \$ 97,267

Balance to approve \$ 100,220

Clarifications- All work is to be performed during normal business hours, (M-F, 7:00-5:00 pm)

Exclusions-

- Installation of new gas meter by others (Piedmont Natural Gas)

Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

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BY AND BETWEEN:

Piedmont Service Group
4640 North Creek Drive
Greenville, NC. 27834
NC Lic # 29539-H1, H2, H3
Electrical #08363-L
Refrigeration Lic # 4483

AND

Greene County Government Complex
229 Kingold Blvd,
Snow Hill, NC
28580

hereinafter (CONTRACTOR)

hereinafter (CUSTOMER)

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Greene County Government Complex

CONTRACTOR WILL PROVIDE THE FOLLOWING TO THE CUSTOMER

Piedmont Service Group proposes to furnish all labor, equipment, cranes service, permits and material to complete the following project as outlined in the scope-of-work on page two of this proposal.

This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties here to on the reverse here of and no person has authority to make any claim representation, promise, or condition on behalf of Contractor which is not expressed herein. Agreement Prices good for 30 days from proposal date unless time is extended in writing by Contractor.

CONTRACTOR


Project Consultant Rusty Beddard
Email- rbeddard@piedmontsg.com
Fax # 252-321-8382

Approved for Contractor

Signature

Title

Date

CUSTOMER


(Print Name)

X

Signature: (Company Authorized Representative)

Title

Date