AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM — GREENE COUNTY OPERATIONS CENTER
MONDAY, DECEMBER 19, 2022

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. December 5, 2022 Regular Meeting Minutes
2. Releases/Refunds
3. Monthly Collection Report
4. Consideration of Late Applications for Elderly/Disabled & Present Use Value

D. PUBLIC HEARING

1. Transportation 5311 State Funding

E. PUBLIC COMMENTS

F. COUNTY MANAGERS REPORT

1. Appointment; Board of Health Commissioner
2. Budget Amendment; Public Buildings
3. HVAC Service Agreement; Operations Center
4. HVAC Service Agreement; Auxiliary Buildings
5. Approval; Community Service Block Grant Application
6. Proposed 2023 EMS Fee Schedule
7. Request for Mini - Retreat

G. COUNTY ATTORNEY COMMENTS

H. COMMISSIONER'S REPORT AND RECOMMENDATION

I. ADJOURN

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: December 19, 2022

The Consent Agenda for the December 19, 2022 Regular meeting consists of the following items:

1.) December 5, 2022, Regular Meeting Minutes
2.) Releases/Refunds
3.) Monthly Collection Report
4.) Consideration of Late Applications for Elderly Disabled & Present Use Value

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, December 5, 2022, at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Ray Johnson 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 gave the invocation and led the Pledge to the Flag.

B. Oath of Office

Commissioners Bennie Heath, Jerry Jones and Ray Johnson were administered the oath of office by Clerk of Court Holly Little.

C. Election of Chairman

County Manager Kyle DeHaven asked for nomination for the Chairman position.

Commissioner Jones nominated Bennie Heath. No other nominations were made. Commissioner Johnson seconded the motion. County Manager DeHaven declared Commissioner Heath Chairman by acclamation.

D. Election of Vice Chairman

Chairman Heath called for nominations for the Vice Chairman position.

Commissioner Johnson nominated James Shackleford. No other nominations were made. Commissioner Jones seconded the motion. Chairman Heath declared Commissioner Shackleford Vice Chairman by acclamation.

Chairman Heath stated we will now go into a 5-minute intermission to allow for pictures to be taken.

Chairman Heath called the meeting back to order.

E. Approval of Agenda

Chairman Heath asked for any changes to the Agenda.

On motion by Commissioner Jones and seconded by Commissioner James Shackleford the Board voted unanimously (5-0) to approve the agenda.

F. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Commissioner Jones noted a few corrections to the November 7th minutes.

On motion by Commissioner Jones with the noted corrections and second by Commissioner Johnson the Board voted unanimously (5-0) to approve the Consent Agenda.

-November 7, 2022 Regular Meeting Minutes
-Releases/Refunds
-Monthly Collection Report
-Consideration of Late Applications for Property Tax Relief & Present Use Value
-Renewal, Sheriffs Bond
-Refund of Excise Tax

Refunds: NCVTS Tax & Tag

Heath Luke Hoskins	$17.27	Charles Douglas Harrison	$15.86	Mary Gay Jones	$52.35
Noah Alfred Beaman Jr.	$45.19	Brittany Ham Acree	$13.42	Brittany Ham Acree	$37.64
Lilian Monica Speight	$101.33	Michael Lynn Gay	$86.66		

Releases: Ad Valorem Tax

Robert E. Suggs	$45.00	Infinity Network Services	$362.58		

Refunds: Ad Valorem Tax

Barbara Smith	$45.00				

G. Public Comments
None

H. Presentation

1. Chairman Heath acknowledged and thanked Susan Blizzard for her service to Greene County

2. Rich Moore, McDavid Associates; Waterline Extension Request
Mr. Moore presented several waterline extension requests received in the county.
Peak Branch Road – The County operates a 4" diameter waterline that extends along Mitchell Road and then along Peak Branch to the east. Immediately west of Mitchell Road are a group of seven residences that are currently on private wells. A property owner is also marketing the sale of lots on the northern side of the road (across from the current homes). The cost to run the extension would be approximately $150,000.
Carson Edwards Road – The County operates a 4" diameter waterline that extends along Carson Edwards Road from NC 903 to the creek located east of Simply Natural Creamery. Simply Natural Creamery would like to build residential homes across from the facility. To extend water, it is recommended that the water line be looped to Ormondsville Road.
The County currently has no policy for county financed waterline extensions. In the past, the County has been fortunate to have obtained financial assistance through State/Federal agencies for water system improvements. The water system has many other small sections of roads that would benefit from extensions; however, cost is a challenge. Any investment of County funds will likely result in additional requests from residents for additional extensions.

Mr. Moore asked for guidance to best address public requests for waterline extensions. He asked the Board to prioritize these requests – develop a policy to prioritize and allocate funds for these requests and see if other agencies have funds that can be applied for.

Commissioner Burress asked how has the county handled similar requests in the past? What kind of criteria is used and would the planning board be a part of these decisions. Mr. Moore said you would have to look at your investment and the rate of return. If this is for one customer your rate of return would not benefit the cost invested to extend the waterline. He also said that the

planning board would be involved. There is a lot that needs to be looked at when making these kinds of decisions.

3. Rich Moore, McDavid Associates; Fire Hydrant Installation Requests.
Mr. Moore presented information of where local fire departments request to have fire hydrants installed. Mr. Moore stated the County has typically allocated funds each year to install 1 – 2 fire hydrants to support rural fire departments. The rural fire departments were asked about beneficial locations for additional fire hydrants. Some locations do meet the guidelines to install a hydrant. The lists are attached. There are close to 90 fire hydrants that have been requested. Estimated cost per hydrant installation is approximately $5 to $8,000. The desire is to make sure that fire departments needs are met to best meet insurance ratings and protect Greene County citizens. Financial assistance programs do not exist to support fire hydrant installation such that any cost to install must be from a local source. Guidance is requested to best address requests for fire hydrants. The goal is to install hydrants in the most needed locations countywide. Commissioner Jones asked if there was any set rule for the distance between hydrants, Mr. Moore said no there is not. It comes down to the waterline size being able to handle the water flow needed for the hydrants. Commissioner Burress asked how do you prioritize where new hydrants go in. David Jones stated many years ago the Board approved installing one to two hydrants a year and it is then first come first served by requests from fire departments. Commissioner Burress stated looking at these lists of needed or wanted hydrants how would you prioritize these. Mr. Moore stated it will be based on the need for each area and do they meet the guidelines as far as waterline size. Commissioner Burress asked about the hydrant at the Pope Farm Rd location that just had waterline work done, why is the hydrant out of service. Mr. Moore stated they had some leaks and they have been working to repair these issues. David Jones stated he had an update on that, the leaks have been fixed, pressure testing is being done and they are working on the cleanup of that location and then the hydrant will be put back in service.

4. Dr. David Streeter; Charters of Freedom
Dr. David Streeter, of Foundation Forward, Inc. presented to the Commissioners the Charters of Freedom. The Charters of Freedom are replica displays of the Declaration of Independence, United States Constitution, and the Bill of Rights.

5. Trey Cash; My Future NC
Mr. Cash presented a Resolution of Support of myFutureNC towards the achievement of educational attainment for our County in the next 7 – 10 years. Mr. Cash noted that as our economy grows the vast majority of new jobs require education beyond a high school diploma, but only 33.5% of Greene County citizens ages 25-44 have high-quality credentials or post-secondary degrees. In order to increase this percentage and crate a highly trained workforce, we are working with myFutureNC and partners. Our partners in workforce development: Greene

County Schools, Lenoir Community College, and the Eastern Carolina Workforce Development Board, have passed similar resolutions in support of myFutureNC attainment goal.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Resolution.

I. County Manager Report

1. Mr. DeHaven presented a request from the Greene County Board of Public Health to reappointment two members to their board. The Board of Public Health advertised these positions, and received two applications from the current members for reappointment.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the reappointment of Dr. Whitley Bartholomew and Blair Conway to the Greene County Board of Public Health.

2. Mr. DeHaven next presented a request to be appointed as Interim Finance Officer due to the recent turnover in the finance department. This role will be mainly to sign checks and documentation. The overall role of the finance officer will be outsourced as we conduct the hiring process. Commissioner Burress asked was there not anyone else in the finance department qualified to be the interim finance officer and why do you feel you are the most qualified. Mr. DeHaven stated he spoke to the LGC (Sharon Edmundson) and they told him to handle those duties until a finance officer is hired.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted 4 yay and 1 nay (Commissioner Burress) to appoint Mr. DeHaven as Interim Finance Officer.

3. Mr. DeHaven next presented the 2023 Holiday Schedule. In 2016, the then Board of Commissioners voted to follow the state holiday schedule, and have every year since then. The reasoning being mainly efficiencies between the various organizations of the County and the State. He noted that the personal observance day for Juneteenth is not on this list, but is observed by the Board of Commissioners that allows a floating personal observance day, which acts much like a holiday.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the 2023 Holiday Schedule.

4. Mr. DeHaven next presented a Resolution for the 2023 Regular Meeting Schedule for the Board of Commissioners. This follows the same pattern of meetings as the current year. Commissioner Burress feels the day meetings are a waste as a majority of the public cannot attend day meetings. He said the agenda needs to better planned.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Resolution for the 2023 Regular Meeting Schedule.

5. Mr. DeHaven next presented a request for a public hearing for the Transportation 5311 State Funding. The request is for the public hearing to be held on December 19th, 2022 at 7 p.m. during the regular meeting of the Greene County Board of Commissioners.

Chairman Heath stated that the Public Hearing for the Transportation 5311 State Funding will be held on December 19th, 2022 at 7 p.m. during the regular meeting of the Greene County Board of Commissioners.

J. County Attorney Report

No comments.

K. Commissioner's Report and Recommendations

Chairman Heath acknowledged that the bikes for the DSS Toys for Tots drive are here and ready for pickup by DSS. He reminded all of the Senior Center Tree Lighting at the Senior Center on December 6th at 6 p.m. He also asked that the County Manager look into repairing the sign again at the Speights Bridge Moye Park public access landing and to have the street sign at Applegate and 58 put back up. He thanked the Board for electing him as the Chairman again and looks forward to working with them all. Chairman Heath presented an award Greene County received along with Summit Engineering for the reuse/renovation of the Armory here in Greene County for the use as the Greene County Operations Center. He congratulated Commissioner Burress on being appointed by NC Speaker Tim Moore to serve on the Vocational Rehabilitation Council as a representative of a disability advocacy group and also being asked by the Treasury to be a guest panelist in New Bern on a Public Forum for a discussion on medical debt. Chairman Heath then read a letter a Greene County citizen sent about the help he has received from the Greene County Transportation Department. He is disabled and has many doctor appointments and had no way to get there. He called GC Transportation and they have been getting him to appointments and he and his wife are very grateful for the work and kindness of the Transportation staff.

Commissioner Jones reminded all of the LCC Holiday Breakfast December 12th, 8 – 10 a.m.

Commissioner Shackleford thanked the Board for entrusting him to the Vice-Chair position and he looks forward to working with them all and he welcomed Ray Johnson to the Board as well.

Commissioner Burress noted that the previous repairs needed at the Recreation playground have been resolved and he spoke to Mike Anderson and the supplies needed were donated by an anonymous individual. He thanked the anonymous person for the donation. He also noted that Mike Anderson told him of several issues he needs to present to the Board, therefore Commissioner Burress asked that he be on the next agenda to discuss his needs. He also encouraged all department heads and supervisors to come before the board with any issues they may have and to not hesitate to reach out to them. He asked if anyone has checked into the program Mrs. Thomas referred to in a previous meeting that can save the county money and keep feral cats from being euthanized. Commissioner Burress asked the County Manager what his

plan of action was for hiring a Finance Officer? Mr. DeHaven stated the job has been advertised and they have already received a few applications and expect to receive more. Commissioner Burress also asked about the hiring of an account manager, Mr. DeHaven stated they interviewed applicants and offered the job but did not secure the applicant they chose. They are still advertising this position as well. Commissioner Burress asked when the Board will start receiving the monthly finance report they had been receiving. Mr. DeHaven stated when they get the staff positions filled they will start back doing this. Commissioner Burress asked if the audit that was due November 30th has been completed. Mr. DeHaven stated the county has completed their work on time and the financial statements are being written and they expect the final audit to be presented sometime in January.
Commissioner Burress reminded all about the tree lighting at the Senior Center on Tuesday, December 6th at 6 p.m. He also announced the Board has been invited by Mrs. Stevens from the Rosenwald Center to attend a grant presentation on Thursday, December 8th at 10 a.m. at Best Chapel School. They will be receiving a check for $25,000 from the Duke Energy Foundation.

L. CLOSED SESSION – Attorney Client Privilege

Motion/Second In: Commissioner Jones/Commissioner Shackleford
Motion/Second Out: Commissioner Jones/Commissioner Johnson

M. ADJOURN

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

_____
Bennie Heath, Chairman

Attest:

_____
Kyle J. DeHaven, Clerk to the Board

Releases: Ad Valorem Tax									
DATE:	12/19/2022								
Taxpayer	Year	Account #	Property #	Assessed value	Assessed value to be released	Release amount (fire district) (T03) (G01)(T02)	Release amount (sw)	Total released	Reason
Gray, Christi	2022	25955	2658303				$ 45.00	$ 45.00	Private Hauler(cs)(tfs)
Gray, Christi	2022	25955	2659531				$ 45.00	$ 45.00	Private Hauler(cs)(tfs)
Gray, Shirley	2022	2622	300418				$ 45.00	$ 45.00	Private Hauler(cs)(tfs)
Beaman, Rom William III	2022	48498	804781				$ 1,080.00	$ 1,080.00	Private Hauler(gfl)(tfs)
Hill Brothers Inc	2022	62020	400310				$ 45.00	$ 45.00	Private Hauler(gfl)(whw)
Harold T Hill	2022	63939	400291				$ 45.00	$ 45.00	Private Hauler(gfi)(whw)
Harold T Hill	2022	63939	403421				$ 45.00	$ 45.00	Private Hauler(gfi)(whw)
Howard B Hill	2022	3321	405517				$ 45.00	$ 45.00	Private Hauler(gfi)(whw)
Melvin C Hill	2022	3340	405516				$ 45.00	$ 45.00	Private Hauler(gfi)(whw)

Refunds	NCVTS		"TAX & TAG"										
DATE:	12/19/2022												
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason
Thigpen, Doyle McRae, 206 Hunters Trace, Snow Hill, NC 28580	2022	11/8/2022	AHH6304	$3,460.00		F07		$27.20	$2.84			$30.04	Vehicle sold 12/6/22; tag surr. 12/7/22. Refund 12 mths. SCW
Gray, Lindsey Nicole, 1286 Hwy 258 S, Snow Hill, NC 28580	2021	1/27/2022	DKT1187	$8,480.00		F07		$11.11	$1.16			$12.27	Vehicle sold & tag surr. 11/4/2022. Refund 2 mths. SCW

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580

Phone 252-747-3615

Date: December 5, 2022

To: Greene County Board of Commissioners

From: Stephanie Wiggins - Tax Administrator

Subject: GS 105-350 (7) **Monthly** **All levy**

Report of amount collected on each year's taxes and amount remaining uncollected - Collections posted as November 30, 2022

Year		Current Month Adj. Payments+interest		FY 2022-2023 Collections YTD Adj. Payments+interest	Amount Remaining Uncollected	% Collected
2012		$ 15.94		$ 449.04	$ 11,655.16	99.87%
2013		$ 50.00		$ 235.34	$ 19,941.86	99.78%
2014		$ 15.05		$ 15.05	$ 6,677.98	99.92%
2015		$ -		$ 570.22	$ 6,948.86	99.92%
2016		$ -		$ 1,192.04	$ 9,964.11	99.89%
2017		$ 45.00		$ 659.91	$ 12,322.70	99.86%
2018		$ 315.77		$ 2,412.25	$ 16,256.45	99.82%
2019		$ 634.37		$ 3,450.31	$ 25,886.51	99.72%
2020		$ 343.88		$ 6,732.31	$ 29,604.22	99.69%
2021		$ 2,833.13		$ 41,303.81	$ 60,356.73	99.43%
2022		$ 2,129,537.47		$ 4,566,709.50	$ 6,278,097.61	42.10%
Total		$ 2,133,790.61		$ 4,623,729.78	$ 6,477,712.19	

MTD Levy added for 2022				
$ 16,698.60				
Beginning Receivable		ytd add'l levy	payments (principal only)	ytd interest(+)
		$ 10,863,555.74	$ 4,584,601.41	$ 1,448.82
YTD:	releases	adjustments	refunds	write offs
	$ 22,247.41	$ 2,049.96	$ (21,537.27)	$ 2,196.54

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580

Phone 252-747-3615
Fax 252-747-5067

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: December 19, 2022

Re: Tax Office Issues

Consideration of Late Applications for Elderly or Disabled Exclusion and Present Use Value

The assessor has no authority to approve a late application for the Elderly or Disabled Exclusion or Present Use Value Deferment. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late applications. The applicant and parcel meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Elderly/Disabled Exclusion:
Christine Cushing – Parcel 0807990

Present Use Value:
Jeffrey R. Wade and Rand W. Wade, Jr. – Parcel 0500789 (agriculture)
Josie Darden Baker and Nancy Isler Darden-Saad – Parcel 0600160 (forestry)

TO: Greene County Board of Commissioners

FROM: Christine Cushing

DATE: December 5, 2022

RE: Request for acceptance of late application for property tax relief for the 2022 tax year on tax property 0807990

Please accept my late application for property tax relief. My reason for filing untimely is; I was not aware that I would be eligible for the Elderly Exclusion, until I talked with the tax office today.

Thank you,

Christine E. Cushing
Christine Cushing

RECEIVED
DEC 6 2022

TO: Greene County Board of Commissioners

FROM: Jeffrey R. Wade & Rand W. Wade, Jr.

DATE: 12/06/2022

RE: Request for acceptance of late present use value application on parcel 0500789

Please accept my request for acceptance of my late application for present use value on the above referenced parcel(s):
We did not realize until today that we were not receiving the present use deferment on this farm.

Jeffrey R. Wade — Date: 12/6/2022

Rand W. Wade, Jr. — Date: 12/6/2022

Stephanie Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

RECEIVED
NOV 0 2 2022
GREENE COUNTY
TAX DEPARTMENT

TO: Greene County Board of Commissioners

FROM: Josie Darden Baker
Nancy Isler Darden-Saad

DATE: 27 Oct 2022, 2022

RE: Request for acceptance of late present use value application on Parcel 0600160

Please accept my request for acceptance of my late application for present use value on the above referenced parcels. My reason for filing untimely is Not aware of change until letter received (post marked 11 Oct 2022) of Notification. Thank you for notification.

Josie Darden Baker
Josie Darden Baker

10-27-22
Date

Nancy Isler Darden-Saad
Nancy Isler Darden-Saad

27 Oct 2022
Date

* Pending receipt of forestry management plan.
SLWiggins
12/12/22

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Public Hearing; 2024 5311 State Transportation Capital Funding Grant Application

Date: December 19, 2022

A Public Hearing, to receive Public Comment, regarding the proposed 2024 5311 State Transportation Funding Grant Application has been scheduled.

Ms. Misty Chase will give an overview of the proposed grant application and answer any questions at this time.

Afterwards;

The Chairman will open the floor for Public Comment

Once all Public Comment has been received,

The Chairman will close the floor for Public Comment

Action Recommended:

Motion to approve the 2024 4311 Transportation Funding Grant Application

Board Action is Needed

GREENE COUNTY
Transportation

12/19/2022

Public Hearing for 2024 Capital Application

This public hearing is for the 2024 Capital Grant Application for a Van replacement. Each year on June 30th we evaluate the mileage on our vans and if they meet the criteria for replacement we submit for funding from NCDOT to replace. In the past we have held one public hearing for both 5311 Admin and Capital- this year the Capital application was not ready at the time we held our regular hearing. We will be replacing one Van – 2016 E-350 Raised Roof with Lift. This van meets the State criteria for 80% Federal 10% State and 10% Local funding. The cost of the van will be $96000.00- with a local share of $9600.00. The local share amount will be generated by revenue based trips that the Transportation department will provide.

I will be available for any questions!

Thank you!

Misty Chase, Director

312 SE 2nd Street . Snow Hill, NC 28580 . Phone 252-747-8474 . 252-653-7120 . Fax 252-747-3634

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Appointment; Greene County Board of Public Health

Date: December 19, 2022

A Commissioner appointment to the Greene County Board of Public Health is needed as former Commissioner Blizzard served on that Board leaving it without a Commissioner representative.

Action Recommended:

Motion to appoint a Commissioner to the Greene County Board of Public Health

Board Action is Needed

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: BA; Public Buildings

Date: December 19, 2022

A budget amendment is needed for the replacement of the boiler in the health services building that was approved in the prior fiscal year.

Action Recommended:

Motion to approve the BA as presented

Board Action is Needed

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

Date: 12-19-22

Department:
Admin

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**
Fund Balance	11-198-4398-00	81,137.00	Contracted Services	11-461-5275-00	81,137.00
Total		81,137.00	**Total**		81,137.00

Explanation:
Boiler for County Complex which was approved in prior meeting.

Requested by: _____

Approved by: _____

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: HVAC Service Agreement; Operations Center

Date: December 19, 2022

A Planned Maintenance Service Agreement is attached for the Operations Center. The Operations Center has a one-year warranty that will be expiring in the very near future from the builder. The proposed Service Maintenance agreement is much like Service Maintenance agreements at other facilities in the County and will cover a variety of different piece components. The cost of the Agreement will be half the quote presented as it is for January 1-June 30.

Action Recommended:

Motion to approve the HVAC Service Agreement for the Operations Center as proposed.

Board Action is Needed

Piedmont Service Group
Building Efficiency and Sustainability

A Service Logic Company

4640 North Creek Dr
Greenville, NC 27834
piedmontservicegroup.com

Service Agreement

Planned Maintenance

November 28, 2022

GREENE COUNTY

Greene County Government
229 Kingold Blvd
Snow Hill, North Carolina 28580

Piedmont Service Group
Building Efficiency and Sustainability
A Service Logic Company

Company:	Client:
PSG 1031 Nowell Road Raleigh, NC 27607	Greene County Government 229 Kingold Blvd Snow Hill, North Carolina 28580
Contact: Matt Hardee Email: matt.hardee@piedmontsg.com (Herein after referred to as 'Company')	Contact: Kyle DeHaven Email: kyle.dehaven@greenecountync.gov (Herein after referred to as 'Client')

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:	Location of Service:
PSG Greenville 4640 North Creek Dr Greenville, NC 27834	Greene County Operations Center 312 SE 2nd St. Snow Hill, North Carolina 28580

Scope of Services

Planned Maintenance

PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections
PSG shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests
PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.
The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by Fly Exclusive and PSG.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance
PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

4. Predictive Maintenance
PSG shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

5. Air Filter Services
PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	HP-1	Daikin	DZ14SA0481KE	2105105984
Split System - Air Handling Unit	1	FC-1	Daikin	ARUF61D14AC	2105305795
Split System - Condensing Unit	1	HP-2	Daikin	DZ14SA0301KE	2105284506
Split System - Air Handling Unit	1	FC-2	Daikin	ARUF31B14AC	2105357976
Split System - Condensing Unit	1	HP-3	Daikin	DZ14SA0421KF	2105269324
Split System - Air Handling Unit	1	FC-3	Daikin	ARUF61D14AC	2105279925
Split System - Condensing Unit	1	HP-4	Daikin	DZ14SA0241KE	2105279925
Split System - Air Handling Unit	1	FC-4	Daikin	ARUF25B14AC	2105358033
Split System - Condensing Unit	1	HP-5	Daikin	DZ14SA0241KE	2105279531
Split System - Air Handling Unit	1	FC-5	Daikin	ARUF25B14AC	2105358037
VRF Condensing Unit - 12.5-20 Tons	1	VRF-1A	Daikin	RXYQ168XATJA	2103372780
VRF Cassettes	6	VRF1 01-06	Daikin	N/A	N/A
VRF Condensing Unit - 12.5-20 Tons	1	VRF-1B	Daikin	RXYQ168XATJA	2103372781
VRF - Air Handling Unit	1	VRF1-11	Daikin	FXTQ36TAVJUAAB	2103168757
VRF - Air Handling Unit	1	VRF1-12	Daikin	FXTQ36TAVJUAAB	2103168754
VRF - Air Handling Unit	1	VRF1-13	Daikin	FXTQ36TAVJUAAB	2103168753
VRF - Air Handling Unit	1	VRF1-14	Daikin	FXTQ36TAVJUAAB	2103168755
VRF Condensing Unit - 6-12 Tons	1	VRF 2	Daikin	RXYQ72XATJA	2102747337
VRF Cassettes	6	VRF2 01-06	Daikin	N/A	N/A
PTAC Unit	1	PTAC 1	Amana	PTH093G25AXXXGA	N/A
PTAC Unit	1	PTAC 2	Amana	PTH093G25AXXXGA	N/A
PTAC Unit	1	PTAC 3	Amana	PTH093G25AXXXGA	N/A
PTAC Unit	1	PTAC 4	Amana	PTH093G25AXXXGA	N/A
PTAC Unit	1	PTAC 5	Amana	PTH093G25AXXXGA	N/A
PTAC Unit	1	PTAC 6	Amana	PTH093G25AXXXGA	N/A
Mini Split	1	SSO-01	Daikin	RXG09HVJU	C001500
Mini Split Fan Coil Unit	1	SS1-01	Daikin	FTXG09HVJU	C001489
Packaged Air Conditioning Unit - 1-6 Tons	1	PHP 1	Daikin	DP14HM6041AB	2103472340
Exhaust Fan	1	F1	TCF	DCRD-080BE	22150-1-00001
Exhaust Fan	1	F2	TCF	DCRD-080BE	22150-2-00001
Exhaust Fan	1	F3	TCF	DCRD-080BE	22150-3-00001
Energy Recovery Ventilator	1	ERV 1	Greenheck	ERV-10-20H-VG	17977012
Energy Recovery Ventilator	1	ERV 2	Greenheck	ERV-10-20H-VG	17977024

Service Frequency
Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Split System - 1-6 Tons	1	3
VRF Condensing Unit - 12.5-20 Tons	2	2
Air Handling Unit	1	3
Exhaust Fan - .25-3 HP	2	0
Packaged Roof-Top Air Conditioning Unit - 1-6 Tons	1	3
Energy Recovery Ventilators	1	3
PTAC Units	1	3
VRF Cassettes	1	3

Air Filter Inventory

QTY.	CHANGES	FILTER TYPE	RELATED EQUIPMENT
2	4	Frame, Pleated 20x24x1	Split System - 1-6 Tons
3	4	Frame, Pleated 16x20x1	Split System - 1-6 Tons
4	4	Frame, Pleated 16x20x1	Air Handling Unit - 0.5 - 3 HP
2	4	Frame, Pleated 14x25x1	Packaged Roof-Top Air Conditioning Unit - 1-6 Tons
2	4	Frame, Pleated 16x25x2	Energy Recovery Ventilator
12	4	Washable	VRF Cassettes
1	4	Washable	Mini Split Fan Coil Unit
6	4	Washable	PTAC Units

Maintenance Service Checklist
Typical Tasks include

Split System

Operational Maintenance

1. Check air filters, change as required.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Lubricate fan bearings.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Check thermal expansion valve sensing bulb for proper security and insulation.
8. Check electrical connections for any signs of wear or overheating.
9. Verify proper system pressures and temperatures.
10. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean condenser coil with condenser coil cleaner as required.
5. Inspect evaporator coil and clean as required.
6. Inspect fan and motor operation.
7. Check compressor operation and amperage draw.
8. Tighten all electrical connections.
9. Check thermal expansion valve for proper superheat and subcooling.
10. Observe overall condition and report any deficiencies that are discovered.

VRF Condenser

Operational Maintenance

1. Inspect condenser coils for obstruction and dirt.
2. Check operation controls and safety controls.
3. Visual inspection for signs of oil and refrigerant leak.
4. Visually inspect condenser fan for proper modulation.
5. Check thermal expansion valve sensing bulb for proper security and insulation.
6. Check electrical connections for any signs of wear or overheating.
7. Verify proper system pressures and temperatures.
8. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check compressor oil level and system for modulation.
4. Put system in test mode and record input and output readings.
5. Inspect fan and motor operation.
6. Check compressor operation and amperage draw.
7. Tighten all electrical connections.
8. Check thermal expansion valve for proper superheat and subcooling.
9. Observe overall condition and report any deficiencies that are discovered.

Air Handling Unit

Operational Maintenance

1. Lubricate fan bearings.
2. Check air filters, replace as required.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Confirm proper condensate flow.
5. Check belts and adjust/replace as required.
6. Check operation controls and safety controls.
7. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean evaporator coils as required.
5. Inspect fan and motor operation.
6. Tighten electrical connections.
7. Inspect starter contactors and connections.
8. If the unit has a VFD we will inspect all connections.
9. Observe overall condition and report any deficiencies that are discovered.

Exhaust Fan

Comprehensive Maintenance

1. Check fans for unusual noise and vibration.
2. Examine belts for wear and alignment, change as required.
3. Check condition of blower wheels.
4. Inspect and lubricate bearings as needed.
5. Check condition of electrical hardware and connections.
6. Check motors starter and wiring for discoloration or indications of heat.
7. Observe overall condition and report any deficiencies that are discovered.

Rooftop Unit

Operational Maintenance

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Check motors for excessive heat or vibration or any signs of oil.
5. Check air filters, replace as required.
6. Confirm proper condensate flow.
7. Check belts and adjust as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check and tighten all electrical connections.
4. Clean condensate pan.
5. Inspect fan and motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Tighten set screws on fan assembly locking collars.
8. Inspect evaporator coils for debris, clean as required.
9. Verify proper system pressure, temperatures and refrigerant charge.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

ERV

Operational Maintenance

1. Lubricate recovery wheel bearings.
2. Check air filters, replace as required.
3. Check motors for excessive heat or vibration or any signs of oil.
4. Check belts and adjust as required.
5. Check and confirm proper air flow.
6. Check operation controls and safety controls.
7. Observe overall condition of ERV and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections.
2. Check and tighten all electrical connections.
3. Change belt as required.
4. Check idler pulley for proper tension.
5. Inspect motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Clean energy recovery wheel and confirm proper operation.
8. Observe overall condition of ERV and report any deficiencies that are discovered.

Authorization

The initial term of this Agreement will commence on 1/1/2023 and shall continue through 12/31/2025. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **$8,139.00** the first year. This Agreement is payable **$2,034.75 Quarterly** from 1/1/2023 to 12/31/2023.
The Agreement price is $8,468.00 the second year. This Agreement is payable $2,117.00 Quarterly from 1/1/2024 to 12/31/2024.
The Agreement price is $8,800.00 the third year. This Agreement is payable $2,200.00 Quarterly from 1/1/2025 to 12/31/2025.
This agreement price does not include applicable state and local sales and use tax.

Offered By:
PSG Greenville

Matt Hardee
Maintenance Sales Rep

Approved for Company by:

Date

Approved For:
Greene County Government

Print Name

Signature

Title

Date

Please sign and email to Matt Hardee at matt.hardee@piedmontsg.com.

THANK YOU FOR YOUR BUSINESS!

Terms and Conditions

1. **Scope of Work.**
(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Full Service (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."
(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.
(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.
(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.
(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.
2. **Access**
(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.
(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.
3. **Charges; Additional Services; Changes.**
(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.
(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.
(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) day period, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**
(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.
(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

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: _____ **Date:** _____

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: HVAC Service Agreement; Auxiliary Buildings

Date: December 19, 2022

A Planned Maintenance Service Agreement is attached for the County Auxiliary buildings. These buildings include the Sr. Center, Landfill, Elections, Probation, Extension, Farmers Market, Ball Field Concession Stand, EMS stations 1 & 2. The age and condition of the equipment at these facilities varies and a maintenance plan is highly recommended. The proposed Service Maintenance agreement is much like Service Maintenance agreements at other facilities in the County and will cover a variety of different piece components. The cost of the Agreement will be half the quote presented as it is for January 1-June 30.

Action Recommended:

Motion to approve the HVAC Service agreement for the Auxiliary Buildings

Board Action is Needed

Piedmont Service Group
Building Efficiency and Sustainability

A Service Logic Company

4640 North Creek Dr
Greenville, NC 27834
piedmontservicegroup.com

Service Agreement

Planned Maintenance

November 28, 2022

GREENE COUNTY

Greene County Government
229 Kingold Blvd
Snow Hill, North Carolina 28580

Piedmont Service Group
Building Efficiency and Sustainability
A Service Logic Company

Company:	Client:
PSG 1031 Nowell Road Raleigh, NC 27607	Greene County Government 229 Kingold Blvd Snow Hill, North Carolina 28580
Contact: Matt Hardee Email: matt.hardee@piedmontsg.com (Herein after referred to as 'Company')	Contact: Kyle DeHaven Email: kyle.dehaven@greenecountync.gov (Herein after referred to as 'Client')

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:	Location of Service:
PSG Greenville 4640 North Creek Dr Greenville, NC 27834	• Greene County Senior Center 104 Greenridge Rd. Snow Hill, North Carolina 28580 • Greene County Landfill 105 Landfill Rd. Walstonburg, NC 27888 • Greene County Transportation 104 Hines St., Snow Hill, NC 28580 • Greene County Probation Dept. 108 SE 1st St. Snow Hill, NC 28580 • Greene County Co-op Extension 466 US 13 S Snow Hill, NC 28580 • Greene County Farmers Market 480 Hwy 13 S Snow Hill, NC 28580 • Greene Count Sports Complex (Concession Stand) 342 Hwy 13 S Snow Hill, NC 28580 • Greene County EMS 1 201 MLK Jr Pkwy Snow Hill NC 28580 • Greene County EMS 2 6680 NC-91 Walstonburg, NC 27888

Scope of Services

Planned Maintenance

PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections
PSG shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests
PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.
The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by Fly Exclusive and PSG.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance
PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

4. Predictive Maintenance
PSG shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

5. Air Filter Services
PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Equipment Inventory

Senior Center

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Packaged Air Conditioning Unit	1	Unit 1	Trane	4YCC4060A1090AA	162613819L
Packaged Air Conditioning Unit	1	Unit 2	Trane	4YCC4036A1090AA	16031JAE9H
Packaged Air Conditioning Unit	1	Unit 3	Trane	4YCC4060A1090AA	162711126L
Packaged Air Conditioning Unit	1	Unit 4	Trane	4YCC4060A1090AA	16293MNM9H

Landfill

EQUIPMENT	QTY.	EQUIP. ID/LOCATION	MAKE	MODEL	SERIAL #
Packaged Air Conditioning Unit	1	Unit 1	Tempstar	PHJ34000KTP0A2	C143609026

Transportation

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Trane	4TTB3048D1000AA	112616M55F
Split System - Air Handling Unit	1	AH 1	Trane	4TXCD050BC3HCAA	11281PG55G

Probation Office

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Goodman	GSH130421AC	705391587
Split System - Air Handling Unit	1	AH 1	Goodman	ARUF364216AB	705303062

Cooperative Extension

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Int. Comfort	N4H460GKP100	X203763404
Split System - Air Handling Unit	1	AH 1	Int. Comfort	N/A	N/A

Farmers Market

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Goodman	N4H460GKP100	1107025801
Split System - Air Handling Unit	1	AH 1	Goodman	1107025801	1203271288
Split System - Condensing Unit	1	Unit 2	Goodman	1203271288	2207119257
Split System - Air Handling Unit	1	AH 2	Goodman	2207119257	2111311827

Concession Stand

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Carrier	Sun-Faded	Sun-Faded
Split System - Air Handling Unit	1	AH 1	Carrier	FSM2XA809A1	A873081927

EMS 1

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Goodman	N4H460GKP100	1107025801
Split System - Air Handling Unit	1	AH 1	Goodman	N/A	N/A
Split System - Condensing Unit	1	Unit 2	Goodman	1107025801	1203271288
Split System - Air Handling Unit	1	AH 2	Goodman	N/A	N/A
Split System - Condensing Unit	1	Unit 3	Goodman	1203271288	2207119257
Split System - Air Handling Unit	1	AH 3	Goodman	N/A	N/A
PTAC Unit	1	PTAC	Amana	2207119257	2111311827

EMS 2

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - Condensing Unit	1	Unit 1	Trane	4TWR4030G1000AA	18305YD9BF
Split System - Air Handling Unit	1	AH 1	Trane	N/A	N/A

Service Frequency
Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Packaged Conditioning Unit - Senior Center	2	2
Packaged Air Conditioning Unit - Landfill	2	2
Split System - Transportation	2	2
Split System - Probation Office	2	2
Split System - Cooperative Extension	2	2
Split System - Farmer's Market	2	2
Split System - Concession Stand	2	2
Split System - EMS 1	2	2
PTAC - EMS 1	1	3
Split System - EMS 2	2	2

Air Filter Inventory

QTY.	CHANGES	LOCATION	FILTER TYPE	RELATED EQUIPMENT
2	4	Senior Center	Frame, Pleated 20x24x1	Packaged Air Conditioning Unit - 1-6 Tons
8	4	Senior Center	Frame, Pleated 20x20x1	Packaged Air Conditioning Unit - 1-6 Tons
2	4	Landfill	Frame, Pleated 12x20x1	Packaged Air Conditioning Unit - 1-6 Tons
2	4	Transportation	Frame, Pleated 20x20x1	Split System - 1-6 Tons
1	4	Probation Office	Frame, Pleated 20x20x1	Split System - 1-6 Tons
2	4	Co-Op Extension	Frame, Pleated 20x24x1	Split System - 1-6 Tons
3	4	Farmers Market	Frame, Pleated 20x20x1	Split System - 1-6 Tons
1	4	Concession Stand	Frame, Pleated 20x30x1	Split System - 1-6 Tons
6	4	EMS 1	Frame, Pleated 20x20x1	Split System - 1-6 Tons
2	4	EMS 2	Frame, Pleated 20x20x1	Split System - 1-6 Tons

Maintenance Service Checklist
Typical Tasks include

Package Unit

Operational Maintenance

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Check motors for excessive heat or vibration or any signs of oil.
5. Check air filters, replace as required.
6. Confirm proper condensate flow.
7. Check belts and adjust as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check and tighten all electrical connections.
4. Clean condensate pan.
5. Inspect fan and motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Tighten set screws on fan assembly locking collars.
8. Inspect evaporator coils for debris, clean as required.
9. Verify proper system pressure, temperatures and refrigerant charge.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Split System

Operational Maintenance

1. Check air filters, change as required.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Lubricate fan bearings.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Check thermal expansion valve sensing bulb for proper security and insulation.
8. Check electrical connections for any signs of wear or overheating.
9. Verify proper system pressures and temperatures.
10. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean condenser coil with condenser coil cleaner as required.
5. Inspect evaporator coil and clean as required.
6. Inspect fan and motor operation.
7. Check compressor operation and amperage draw.
8. Tighten all electrical connections.
9. Check thermal expansion valve for proper superheat and subcooling.
10. Observe overall condition and report any deficiencies that are discovered.

Authorization

The initial term of this Agreement will commence on 1/1/2023 and shall continue through 12/31/2025. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **$9,873.00** the first year. This Agreement is payable **$2,468.25 Quarterly** from 1/1/2023 to 12/31/2023.
The Agreement price is $10,265.00 the second year. This Agreement is payable $2,566.25 Quarterly from 1/1/2024 to 12/31/2024.
The Agreement price is $10,675.00 the third year. This Agreement is payable $2,668.75 Quarterly from 1/1/2025 to 12/31/2025.
This agreement price does not include applicable state and local sales and use tax.

Offered By:
PSG Greenville

Matt Hardee
Maintenance Sales Rep

Approved for Company by:

Date

Approved For:
Greene County Government

Print Name

Signature

Title

Date

Please sign and email to Matt Hardee at matt.hardee@piedmontsg.com.

THANK YOU FOR YOUR BUSINESS!

Special Provisions

Pricing per Location

Building	Full Service
Greene County Senior Center	$2,599.00
Greene County Landfill	$688.00
Greene County Transportation Building	$662.00
Greene County Probation Office	$639.00
Greene County Cooperative Extension Building	$671.00
Elaney Wood Heritage Farmers Market	$1,155.00
Greene County Ballfield Concession Stand	$639.00
Greene County EMS 1	$2,149.00
Greene County EMS 2	$671.00
Total	$9,873.00/year

Any services requested outside the scope of the agreement will be quoted for customer approval and billed separately from this agreement. Customer service rates are $110/hr for regular time and $135/hr for overtime, $50 flat fee trip charge. *Rates are subject to change at the discretion of the Piedmont Service Group.*

Terms and Conditions

1. **Scope of Work.**
(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Full Service (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."
(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.
(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.
(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.
(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.
2. **Access**
(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.
(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.
3. **Charges; Additional Services; Changes.**
(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.
(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.
(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) day period, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

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: _____ **Date:** _____

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Approval; Community Service Block Grant Application

Date: December 19, 2022

The Community Service Block Grant Application is the annual funding for Greene Lamp. Their mission is to assist and empower low income families to overcomes barriers and gain employment or better employment to become self-sufficient. They will provide case management to 100 participants by June 2024, with these funds. The application is attached and the Manager will be available for any questions you may have at this time.

Action Recommended:

Motion to approve the CSBG Application

Board Action is Needed

Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____
[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **January 13, 2023.**

Clerk to the Board should initial all items below.

____ The agency submitted a complete grant application for Commissioner review.

____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

____ Commissioners' comments provided those to the agency. (If applicable)

_____ _____
Clerk to the Board Date

_____ _____
Notary Date

Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

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[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **January 13, 2023.**

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____ Commissioners' comments provided those to the agency. (If applicable)

_____ _____
Clerk to the Board Date

_____ _____
Notary Date

North Carolina Department of Health and Human Services

Division of Social Services

OFFICE of ECONOMIC OPPORTUNITY

Community Services Block Grant Program

Fiscal Year 2023-24 Application for Funding
Project Period July 1, 2023– June 30, 2024
Application Due Date: January 13, 2023

Agency Information			
Agency:	Greene Lamp		
Agency:			
Federal I.D.	56-0657923		
DUNS Number:	040035438		
Administrative Office Address:	309 Summit Ave, Kinston, NC 28501		
Mailing Address (include the 4-digit zip code extension):	309 Summit Ave. Kinston, NC 28501-3957		
Telephone Number:	252-523-7770		
Fax Number:	252-523-7868		
Proposed Funding:	**CSBG: $751,352**	**Additional Resources: $**	**Agency Total Budget: $751,352**
Application Period:	**Beginning:** July 1, 2023	**Ending:** June 30, 2024	
Board Chairperson:	Linda Rouse Sutton		
Board Chairperson's Address: (where communications should be sent)	1028 Woodington Road, Kinston, NC 26804		
Board Chairperson's Term of Office (enter beginning and end dates):	2018-2022		
Executive Director:	Angela Bates		
Executive Director Email Address:	abates@greenelamp.org		
Agency Fiscal Officer:	Angela Bates		
Fiscal Officer Email Address:	abates@greenelamp.org		
CSBG Program Director:	Mary Lovick		
CSBG Program Director Email Address:	mlovick@greenelamp.org		
Counties Served with CSBG funds:	Beaufort, Greene, Lenoir, Pitt Counties		
Agency Operational Fiscal Year:	July1, 2023-June 30, 2024		

2420 Mail Service Center / Raleigh, North Carolina 27699-2420

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212

Section I: Project Identification				
1. Project Name:	Self-sufficiency			
2. Mission Statement:	To assist and empower low-income families to overcome barriers and gain employment or better employment to become self-sufficient.			
4. Objective Statement:	To provide comprehensive case management to 100 low-income participants families to become more self-sufficient by June 30, 2024			
5. Project Period:	July 1, 2023 to June 30, 2024			
6. CSBG Funds Requested for this Project:	July 1, 2023	To	June 30, 2024	
7. Total Number Expected to Be Served:	100			
a. Expected Number of New Clients	80			
b. Expected Number of Carryover Clients	20			

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One-Year Work Program
OEO Form 212 (continued)

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
1. Employment: ○ Participants families lack skills, training, and education to obtain employment	Assist 80 participants families with comprehensive case management needed to obtain employment by: ○ Set short and long term goals ○ Assist with resume, employment application ○ Assist with mock interviews ○ Budgeting ○ Provide clothing for work ○ Transportation to and from work ○ Car repairs ○ Car insurance ○ Referral to NC Career Center for testing and employment search	10 Participant families will obtain fulltime employment	1.1 2.1 6.2	Case Managers Program Specialist
2. Obtain better employment ○ Participant families who are employed will obtain better employment	Assist 4 participant families who are employed to obtain better employment: ○ Assistance with resume, employment application ○ Assist with mock interviews ○ Clothing for work ○ Transportation to and from work ○ Car repairs ○ Car insurance ○ Referral to NC Career Center for testing and employment search	4 Participant families who are employed will obtain better employment	1.1 2.1 6.2	Case Managers Program Specialist

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3. Employment support ○ Participant families will be provided with employment support	Assist 10 participant families will received employment support ○ Assistance with resume, employment application ○ Assist with mock interviews ○ Clothing for work ○ Transportation to and from work ○ Car repairs ○ Car insurance ○ Car payment ○ Transit ○ Bus ticket ○ Gas cards ○ Short term childcare ○ Referral to NC Career Center for testing and employment search	10 Participant families will receive employments support	1.1 2.1 6.2	Case Managers Program Specialist
4. Jobs with medical benefits ○ Participant families will obtain jobs with medical benefits	Assist 4 participant families securing jobs with medical benefits ○ Seek out jobs with medical benefits such as health, vision, and dental	4 Participant families will obtain jobs with medical benefits	1.2	Case Managers Program Specialist
5. Education ○ Participant families lack necessary skills, education, and training	Assist 8 participant families with setting educational goals ○ Complete college application for in person or online ○ Choosing career track ○ Apply for school tuition or loan	8 Participant families will complete education training program	1.2 2.1	Case Managers Program Specialist
6. Education support ○ Participant families will be provided educational support	Assist 8 participant families will be provided education support: ○ Tuition ○ Books and supplies ○ Testing fees ○ Uniforms ○ Transportation	8 Participant families will be provided educational support	1.2 2.1	Case Managers Program Specialist
7. Housing ○ Participant families will secure standard housing	Assist 4 participants with securing standard housing by providing: ○ Rent and rental deposit ○ Utility and utility deposits ○ Apply for Section housing and Public Housing ○ Apply for the LIHEAP (Low income home energy assistance program)	4 Participant families will obtain standard housing	2.1	Case Managers Program Specialist

	○ Assist with Home Furnishings			
8. Emergency Assistance: ○ Participant families will be provided emergency assistance	Assist 40 participants families with emergency assistance including seniors 55 years and older: ○ Food, clothing, rent, rent deposit, mortgage payment, ○ Utility bill, gas bill, medication, doctor bill and other health related needs, home furnishing	40 Participant families will be provided with emergency assistance	1.1	Case Managers Program Specialist

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One-Year Work Program
OEO Form 212 (continued)

Section III: Program Administration and Operations					
Administration, Services, Operations: Outcome Expected	Position Title(s)	Implementation Schedule			
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter
1. Recruitment/Outreach ○ Inform the public about the self-sufficiency program by advertising in local newspaper and Facebook page ○ Distribute brochures and flyers around low-income communities ○ Collaborate within the agency and outside for referrals and in home program ○ Participate in community Fairs and community events, job fairs, food drives ○ Access the NCCARE 360 data base to retrieve participants families who have requested assistance ○ Assist participants by referring to the organizations in the network	Case Managers Program Specialist	7/1/23-9/30/23	10/1/23-12/31/23	1/1/24-3/30/24	4/1/24-6/30/24
2. Determine Eligibility ○ Applicant must be 18 years and older ○ Reside in Greene, Lenoir, Beaufort, or Pitt County ○ Use current NC HHS poverty income guidelines as published in the Federal Register to determine eligibility for current for current	Case Managers	7/1/2023-9/30/23	10/1/23-12/31/23	1/1/24-3/30/24	4/1/24-6/30/24
3. Intake/Assessment ○ Enroll 80 participants and provide comprehensive case management services ○ Complete information into the data base	Case Managers Program Assistants Program Specialist	10/1/23-12/31/23 (20)	10/1/23-12/31/23 (20)	1/1/24-3/31/24 (20)	4/1/24-6/30/24 (20)
4. Orientation ○ Participants families will be provided orientation over the phone or virtual.	Case Managers	7/01/2023-9/30/23 (20)	10/1/23-12/31/23 (20)	1/1/24 3/30/24 (20)	4/1/24-6/30/24 (20)

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○ Each participant will receive documents outlining requirements of What's expected during the duration of the program	Program Specialist				
5. Case Management ○ Assist 80 participants in developing realistic goals immediate, short or long term ○ Add goal to the data base , activities and steps to achieving defines goals and time frames for completion	Case Managers Program Specialist	7/1/2023-9/30/23 (20)	10/1/23-12/31/23 (20)	1/1/24-3/30/24 (20)	4/1/24-6/30/24 (20)
6. Follow-up ○ Contact participant family at least monthly or as needed ○ Countdown tracking after employment 30, 60, 90 day and enter into the data system	Case Managers Program Specialist	7/1/2023-9/30/23 (20)	10/1/23-12/31/23 (20)	1/1/24-3/30/24 (20)	4/1/24-6/30/24 (20)
7. Operations and Accountability ○ Monitor, evaluate & assess total project ○ Report on outcome measures ○ Collaborate with community organizations and others to obtain resources for Self-Sufficiency Project ○ Schedule and attend meetings that support low-income families	Case Managers Data Manager Program Specialist Program Director Executive Director Board of Directors	7/1/2023-9/30/23	10/1/23-12/31/23	1/1/24-3/30/24	4/1/24-6/30/24

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Community Services Block Grant Program
Fiscal Year 2022-23 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

9. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2023-24 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	**Expected to Achieve the Outcome in Reporting Period (Target)**
The number of participant families served.	**100**
The number of low-income participant families rising above the poverty level.	**8**
The number of participant families obtaining employment.	**10**
The number of participant families who are employed and obtain better employment.	**4**
The number of jobs with medical benefits obtained.	**4**
The number of participant families completing education/training programs.	**8**
The number of participant families securing standard housing.	**4**
The number of participant families provided emergency assistance.	**40**
The number of participant families provided employment supports.	**10**
The number of participant families provided educational supports.	**8**
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the <u>total</u> *number of persons served* in the table.

Number of Families to be Served Per County											
Agency Name: Greene Lamp											
Project Name: Self-Sufficiency											
County	Beaufort	Greene	Lenoir	Pitt							Total
Total Planned	16	8	18	58							100
Project Name:											
County											Total
Total Planned											

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Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Proposed 2023 EMS FEE Schedule changes

Date: December 19, 2022

Changes to the EMS fee schedule are recommend by Colleton, our EMS billing company. The attached spreadsheet shows the recommended changes. With approval, these changes will take effect January 1, 2023. The Manager will be available for questions at this time.

Action Recommended:

Motion to Approve the recommended rate changes to the EMS Fee Schedule

Board Action is Needed

COMPANY CODE	CHARGE CODE	HCPCS	SERVICE DESCRIPTION	CHARGE ZONE CODE	CURRENT CHARGE	FROM DATE	THROUGH DATE	RECOMMENDED FEE BY COLLETON	PROPOSED FEE
GCEMS	ALSE	A0427	Ambulance service, advanced life support, emergency transport, level 1 (ALS 1 emergency)	NULL	$ 590.17	1/1/1900	12/31/2999	$ 622.37	$ 622.37
GCEMS	BLSE	A0429	Ambulance service, basic life support, emergency transport (BLS, emergency)	NULL	$ 496.99	1/1/1900	12/31/2999	$ 524.10	$ 524.10
GCEMS	ALS2	A0433	Advanced life support, level 2 (ALS 2)	NULL	$ 854.21	1/1/1900	12/31/2999	$ 980.80	$ 980.80
GCFRU	ALSE	A0427	Ambulance service, advanced life support, emergency transport, level 1 (ALS 1 emergency)	NULL	$ 563.00	1/1/1900	12/31/2999	$ 622.37	$ 622.37
GCFRU	BLSE	A0429	Ambulance service, basic life support, emergency transport (BLS, emergency)	NULL	$ 472.64	1/1/1900	12/31/2999	$ 524.10	$ 524.10
GCFRU	ALS2	A0433	Advanced life support, level 2 (ALS 2)	NULL	$ 778.99	1/1/1900	12/31/2999	$ 980.80	$ 980.80

**GCEMS-Greene County EMS
**GCFRU-Fort Run EMS

Board of Commissioners
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Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Request for Mini Retreat

Date: December 19, 2022

County Manager Kyle DeHaven is requesting a Mini-Retreat to be held locally during the week of January 24 -31, 2022. The County Manager is available to discuss.

Action Recommended:

Motion to Approve and set retreat date.

Board Action is Needed