

**AGENDA**  
**REGULAR SCHEDULED MEETING OF THE BOARD OF COMMISSIONERS**  
**OF EDGECOMBE COUNTY**  
**DECEMBER 4, 2023 AT 7:00 P.M.**  
**JONATHAN FELTON COMMISSIONERS ROOM**  
**COUNTY ADMINISTRATIVE BUILDING**  
**TARBORO, NORTH CAROLINA**

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1. **ORGANIZATIONAL MEETING CALLED TO ORDER BY COUNTY ATTORNEY.**
2. **MINUTES OF PREVIOUS MEETINGS PRESENTED FOR APPROVAL.**  
**November 6, 2023; November 15, 2023**
3. **ELECTION OF OFFICERS – 2024.**  
**Board of Commissioners Chairman.**  
**Board of Commissioners Vice-Chairman.**
4. **REGULAR MEETING CALLED TO ORDER.**
5. **SAFETY INSTRUCTIONS.**
6. **PRAYER.**
7. **SCHEDULED APPOINTMENTS.**
  - A. **Dalton Barrett, Community Paramedic Supervisor, to present on Community Paramedic Program. (Attachment #1)**
8. **PUBLIC PETITIONS.**
  - **Public present should state name and address for public record. (limit 3 minutes)**
  - **Mr. Evans to read public petitions submitted via email or postal mail.**
9. **OTHER BUSINESS:**
  - A. **Consideration of approval of budget amendments. (Attachment #2)**  
  
**(Recommended action: Approve budget amendments as presented.)**
  - B. **Consideration of approval of accepting ownership of the Edgecombe County Industrial Incubator facility. (Attachment #3)**  
  
**(Recommended action: Approve as presented.)**

**C. Consideration of approval of Edgecombe County Board of Commissioners 2024 Regular Meeting Schedule. (Attachment #4)**

**(Recommended action: Approve as presented.)**

**D. Consideration of approval of the reappointment of Tarasa Lewis as the Tax Administrator. (Attachment #5)**

**(Recommended action: Approve reappointment as presented.)**

**E. Consideration of approval of modification of Urgent Repair Program Funding Agreement. (Attachment #6)**

**(Recommended action: Approve as presented.)**

**F. Consideration of approval of Edgecombe County Public School request for School Building Lottery Funds. (Attachment #7)**

**(Recommended action: Approve as presented.)**

**G. Consideration of approval of Memorandum of Agreement with Cooperative Extension. (Attachment #8)**

**(Recommended action: Approve as presented.)**

**H. Consideration of approval of the use of State grant funds for staff retention in the Health Department. (Attachment #9)**

**(Recommended action: Approve as presented.)**

**10. AFTERLISTS AND RELEASES FOR REVIEW AND APPROVAL.**

**11. REVIEW AND/OR APPROVAL OF CONTRACTS.**

**12. DEPARTMENTAL REPORTS FOR REVIEW.**

**A. Water and Sewer update.**

**B. Monthly Financial Summary.**

**13. MANAGER'S REPORT.**

**A. Update on Getting Off the Lists initiative.**

**B. Major events and updates.**

**C. Workforce Development indicators.**

**D. TDA Financial Report.**

- E. Farm City Breakfast: January 4, 2024 at 7:30 a.m. at the East Carolina Education and Agriculture Center.**
  - F. Notice of Grant Award from Eastpointe.**
  - G. Update on Countyline Merger.**
- 14. COMMISSIONERS' REPORT.**
- 15. ATTORNEY'S REPORT.**
- 16. CLOSED SESSION.**
  - A. Economic Development. [N.C.G.S. 143-318.11 (a)(4)]**
  - B. Attorney- Client Privilege [N.C.G.S. 143-318.11 (a)(3)]**
- 17. Consideration of approval of Agreement with NC Department of Information Technology and Brightspeed.**
- 18. ADJOURN MEETING UNTIL TUESDAY, JANUARY 2, 2024 AT 6:00 P.M.**

**MINUTES**  
**REGULAR SCHEDULED MEETING OF THE BOARD OF COMMISSIONERS**  
**OF EDGECOMBE COUNTY**  
**NOVEMBER 6, 2023 AT 7:00 P.M.**  
**IN THE JONATHAN FELTON COMMISSIONERS ROOM**  
**COUNTY ADMINISTRATIVE BUILDING**  
**TARBORO, NORTH CAROLINA**

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1. **MEETING CALLED TO ORDER BY CHAIRMAN LEONARD WIGGINS AT 7:00 P.M.**

**MEMBERS PRESENT:** Mr. Leonard Wiggins, Chairman, Rev. E. Wayne Hines, Vice-Chairman, Mr. Donald Boswell, Mr. Ralph Webb, Mrs. Viola Harris, Mr. George Thorne and Mrs. Evelyn Powell.

**MEMBERS ABSENT:** None.

**OTHERS PRESENT:** Mr. Eric Evans, County Manager, Mrs. Natalie Bess, Deputy County Manager, Mr. Michael Peters, County Attorney, Mr. Michael Matthews, Assistant County Manager, Mrs. Linda Barfield, CFO and Ms. Frangie Mungo, Clerk to the Board.

2. **SAFETY INSTRUCTIONS.**

Safety instructions provided by Mrs. Bess.

3. **PRAYER.**

Prayer provided by Rev. Hines.

4. **MINUTES OF PREVIOUS MEETING PRESENTED FOR APPROVAL.**

Rev. Hines moved to approve the minutes of the October 2, 2023 meeting as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

5. **PUBLIC HEARINGS:**

1. **Mr. Wiggins called a public to order relative to the Community Block Grant – Neighborhood Revitalization application.**

Mr. Peter read the public notice as published.

Mr. Evans asked Mr. A.J. Mandigo, with McDavid and Associates, who is working with Mrs. Katina Braswell, Planning Director, on preparing the application to come forward and give an overview of the application that will be submitted. Mr. Evans stated that there will be actions needed. One to approve the Citizens Participation Plan, which talks about the ways citizens will be informed about the program, which includes the public hearing we are having tonight. Second, pending any public comments and Board questions, the Board is asked to adopt the resolution that will authorize the submittal of the application.

Mr. A.J. Mandigo stated that Edgecombe County will be applying for a \$950,000 grant aimed to assist help for nine homeowners that the Housing Committee has collected together and ranked the eligible applicants. The beneficiaries selected were from a total of 136 applicants. The top six were ranked based upon a reconstruction level of assistance that would be needed to the homes. The plan is projected to have four homes reconstructed and two more to have

standby units in case of any issues with the top four.

Mrs. Harris asked if the 136 applications were from the past or just collected.

Mr. Mandigo stated yes. Edgecombe County has homeowners that call in and the County has kept a good record over the last two years and those are normally aimed at the urgent repair program that the County has done in the past. They did a brief evaluation of the houses there, but also able to see houses that have substantial needs of repair, highlighted those houses to be able for further review. From there they did a secondary inspection internally in the house, which allowed them to be able to present their findings to the Housing Selection Committee.

Mr. Evans stated that Mr. Braswell and her staff get calls all the time from people interested in programs like this. Unfortunately, we never get enough funds to address all the needs that we see. He stated that at a previous meeting the Board saw the criteria like giving priority to elderly applicants, very low-income households and based on the needs of the home inspections.

Mrs. Harris asked if the County tried to make sure that we do not put all of the money in one area. That we spread it out throughout the County.

Mr. Evans stated that yes. One of the criteria for the Selection Committee was based on geographic distribution.

Mr. Mandigo stated that the cities listed include Battleboro, Tarboro, Macclesfield and Rocky Mount.

Mr. Boswell stated that six people were chosen for the \$950,000 for \$160,000 apiece.

Mr. Evans stated that there are four homes we expect to be able to reconstruct. The other two are alternates in case for whatever reason one of those four fall out of the process. He stated that most of these homes are beyond repair and some of the costs included administrative cost.

Mr. Wiggins called for public comments.

Roosevelt Higgs, Speed, NC, stated that there is a situation in Speed that he will talk to the Manager about. He hoped that, if there was anyway, some of that money could be used to address the family that were living in a house and through mishap they moved out of the house and they are currently living in Conetoe in a substandard house. He stated that the situation should have been detected. They got a house build out of group out of Chapel Hill after the flood of 1999 and through mishaps with some taxes the house got from under them and they are supposed to start paying rent and the people who build the house came back and got that cleared up, because they did not think it was fair for someone to be paying rent for a house that they build and gave to them. He stated that the family is mentally challenged and there should be some way something can be done.

There being no further public comments, the public hearing was adjourned.

Mr. Thorne moved to approve the Citizens Participation Plan as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

Mrs. Boswell moved to approve the resolution authorization the submission of the application as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

**2. Mr. Wiggins called a quasi-judicial public hearing to order to receive citizen comments relative to a Special Use Permit request from Barnhill Contracting Company for property located off Ellis Lane.**

Mr. Peters read the public notice.

Swearing in of the participants was done by Mr. Peters.

Mr. Jonathan Proctor (sworn), Barnhill Hill Contracting Company Representative:  
*On behalf of Barnhill I appreciate you taking the time to listen to our case for the Special Use Permit. This is a piece of property that we've been on just north of for the last 15, 16 years. We are currently mining out towards NC 33 and getting to a place where we're going to need to expand our operation. This pit, just a little background. This pit supplies, pretty much exclusively, our asphalt plant in Rocky Mount. So, this sand goes directly into the production of our asphalt. All the asphalt that is made in Rocky Mount. So, we are looking to expand it just to get some more, get the next in line material to make some more asphalt. You know obviously there's a particular type of material we've got to use. It's not in every location. We've got to hunt and peck where we can find it. So, with this obviously with us being right there where we are made sense to us to expand just south of the piece of property that we're actually looking at tonight. We already own and have an existing conditional use permit on it as well that we got back in 2007,8 range. So, this would just allow us to continuously mine in the same areas that we've already been. We have already submitted our application for the mining permit with the State that will regulate all of the erosion control, dust control, buffers, in addition to the 100-foot property line buffer that we'll have to abide by with the County ordinance. All of the wetland environmental concerns would be addressed in that permit that we received from the State. So, it's in review, actually already gotten comments back, and I hope to have the permit by, before the end of the month. I'll be glad to answer any questions if you have any questions.*

Mr. Wiggins asked for comments from the Board.

Mrs. Harris stated that she was reading the Technical Review Committee comments and asked if we have looked into what our Environmental Health Supervisor's concerns were about relative to the septic or well system.

Mr. Proctor: *So, in the actual area of the pit there obviously are none. It's an existing just agricultural field. With the application that we have for permitting, we have to identify any wells within 1500 feet. If we find any we have to survey them and then there's a monitor and then there's actual, we have a dewatering permit that we have to submit data to and all so we can monitor, make sure there's no draw down or anything like that. This particular site, any water that we do pump, we pump internally back into the same pit that we've already excavated, so there's not a lot of pumping and then discharge off site anything that is kept on site.*

Mr. Wiggins asked if there were any other questions or comments for Mr. Proctor. Mr. Wiggins asked if there was anybody else to speak or make comments. There being none, the public hearing was adjourned.

Mr. Wiggins stated that before the Board is the application and it is consideration for approval to the Board.

Mr. Boswell moved to approve the Special Use Permit. Mr. Thorne seconded the motion, which carried by unanimous vote.

Mr. Wiggins stated that along with that is an order.

Mrs. Harris moved to approve the order as presented. Mr. Webb seconded the motion, which carried by unanimous vote.

6. **SCHEDULED APPOINTMENT(S):**

A. **Sherry Johnson, Veterans Services Director, presented the Resolution for Operation Green Light to recognize our veterans.**

Ms. Johnson read the resolution honoring the Veterans. Within the resolution it states that "with designation as a Green Light for Veterans, Edgecombe County Board of Commissioners hereby declares the month of November a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service." It further states, "that in observance of Operation Green Light, Edgecombe County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence."

Mr. Webb moved to approve the resolution as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

B. **Betty Battle, Edgecombe County Social Services Director, gave an update on Medicaid Expansion.**

Mrs. Battle stated that Medicaid Expansion will become effective December 1, 2023 in North Carolina. She stated that for Edgecombe County, the State is projecting that we are going to have about 3,177 citizens that will be eligible for Medicaid Expansion and 2,200 more who will be eligible for Family Planning Waiver eligible. Those are people that do not receive Medicaid. She stated that it will be about 5,400 people we can expect to be eligible for Medicaid Expansion. Mrs. Battle presented on the following:

- Health care that people will be able to get through Medicaid.
- The income limits for ages 19 through 64.
- Non-citizens eligibility.
- Medicaid cost is \$.00; The highest Medicaid cost is \$4 and only required on some services.
- Information that is needed to apply.

- How to apply.
- How long it takes to find out if a person is covered.

Ms. Tina Radford, DSS Family and Children Medicaid Supervisor, explained the Family Planning Waiver and what happens when you apply for Medicaid Expansion.

Ms. Auston with Braswell Memorial Library stated that the State has libraries to assist DSS in the application process.

**C. Antwan Brown, Emergency Services Director, and Jonathan Langley, Chief of South Edgecombe Volunteer Fire Department, gave an overview of fire response responsibilities of volunteer fire departments.**

Mr. Evans stated that Mr. Webb brought up a concern at the last meeting about an issue of response out in the district, and this was a good opportunity for Mr. Brown to talk about the relationship between the County and our volunteer fire departments. He stated that Mr. Langley is going to talk about his department.

Mr. Brown presented on:

- Roles and responsibilities of the County's Fire Protection departments.
- Fire Protection contract (local)
  - EMS monitor departments responses to calls
  - Monitor training hours
  - Ability to respond within 9 minutes
  - Monitor their rosters
- Interlocal agreement between local departments.
- Seeing a decline in the volunteer service membership locally and nationally.

Mr. Langley presented on the following:

- Why I am here?
  - Respond to the concern of the County Commissioners in reference to the response from South Edgecombe Rural Fire Volunteer Fire Department.
  - Educate and provide information about the Volunteer Fire Department and their current status.
- Provided information on the incident (grass fire/gas leak on NC 124 West on August 18, 2023); Who responded and why.
- National statistics.
- Edgecombe County fire statistics.
- Recruitment and retention challenges.
- What can you do?

**D. Sherrod Knox, with When People Work, presented on their work with justice impacted citizens.**

Mr. Knox stated that When People Work is a comprehensive re-entry program that is an all-inclusive program, where you sign up for one program. He stated that they work with the Edgecombe County Sheriff Office. Mr. Knox stated that they are able to bring this service to the area through a unique public private partnership called A Pay for Success contract. As



they need to have government partners in order to obtain data collection and if their program does not work they do not continue to exist. The success of the program is evaluated after five years and if the program has saved the County some money they ask for a portion of that back to keep the program running. Mr. Knox stated that the State of North Carolina states that it cost about \$50-54,000 per person per year to keep a person imprisoned in North Carolina and their program is significantly less than that. Mr. Knox presented a video with testimonials from the Edgecombe County Sheriff's Office. He stated that he would like to meet with the Board to look at A Pay for Success contract.

Mr. Wiggins asked Mr. Knox to follow up with Mr. Evans.

7. **PUBLIC PETITIONS.**

James Wrenn, Vice-President Phoenix Historical Society, 704 NC Hwy 97 East, Leggett, thanked the Board for continuous support. They had two successful events in the spring. The premiere of the film "We Can Do Better", which highlighted the campaign to keep IBP out of Edgecombe County, and they also unveiled a North Carolina Civil Rights Trail marker to the East Tarboro Citizens League on Panola Street. Mr. Wrenn stated that on November 11<sup>th</sup> at 11:00 at Red Hill Missionary Baptist Church they will be unveiling a new North Carolina Highway Historical Marker that recognizes some history that they have recovered and researched and brought up that has not been recognized. Meetings of freed people in 1866 in the area of Northern Edgecombe County where hundreds of freed Black people were gathered and had meetings trying to set the Equal Rights League and fighting for higher wages, voting rights and self-defense. This was during the time period where people were free from slavery, but not yet had the right to vote and the powers that be were trying to turn the clock back. Farm workers in this County stood up and made a difference.

Rev. Roosevelt Higgs, P O Box 264, Speed, stated that the Board did an excellent job dealing with the Countyline merger issue. Rev. Higgs stated that the resolution on the agenda to recognize Native American Heritage Month. He stated that once Edgecombe County was a historically home to the Tuscarora Indians and it is important that no one is left out of Edgecombe history. Also, on the agenda is a resolution in the honor of Mr. Walter Plemmer, Jr. He provided history on Mr. Plemmer and stated that on December 23<sup>rd</sup> at 3:00 p.m. at Cherry Hill Church there will be a Christmas concert in honor of Mr. Plemmer. Mr. Higgs provided history on General Hugh Shelton, Joint Chief of Staff and the Welcome to Edgecombe County – Home of Hugh Shelton signs throughout the County. He asked the Board to consider having signs to say Welcome to Edgecombe County – Home of the Oldest Black Town Chartered by Blacks in America to represent Princeville.

8. **OTHER BUSINESS:**

A. **Approval of budget amendments.**

Mrs. Harris moved to approve budget amendments 1-4b as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

B. **Adopting a joint resolution to approve the Countyline Merger Transition Plan.**

Mr. Evans presented for Board review the County Line Merger Transition Plan, which is due for submission to the NC State Board of Education by November 15, 2023. The plan has two

parts detailing the respective sides of the merger for each school system. A few modifications have been made since the joint meeting on October 16<sup>th</sup>, which Mr. Evans reviewed. He stated that all four Boards are asked to consider the resolution to approve the plan and authorize its submission before the deadline on November 15<sup>th</sup>. Mr. Evans recommended that the Board approve the plan as presented subject to some minor technical corrections that he pointed out.

Mrs. Harris expressed concern regarding appropriations.

Mr. Thorne stated that the Edgecombe County side of the transition is very vague, which includes a lot of “we will determine”. He stated that the Board is approving a document that has not been determined.

After discussion, Mr. Wiggins moved to approve the resolution approving the Countyline Merger Transition Plan as presented. Mr. Boswell seconded the motion, which carried by a vote of 5 for (Wiggins, Hines, Webb, Powell and Boswell) and 2 opposed (Thorne and Harris).

**C. Approval of Resolution to Recognize Native American Heritage Month.**

Mr. Evans (being Native American) was proud to read the resolution acknowledging the rich and diverse cultural heritage that has shaped our County. Within the resolution it states that “November has been designated as Native American Heritage Month to recognize and celebrate the rich cultural traditions, contributions, and history of Native American Peoples’ and “that the Edgecombe County Board of Commissioners officially recognizes the month of November as “Native American Heritage Month” in Edgecombe County, North Carolina.” Mr. Boswell moved to approve the resolution as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

**D. Approval of Edgecombe Community College easement agreement.**

Mr. Evans stated that the City of Rocky Mount is requesting a utility easement on property used by Edgecombe Community College at their Rocky Mount Campus. The proposed easement is on a section of the campus that the County owns and leases for the Biotech Training Center.

Mr. Boswell moved to approve the easement agreement as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

**E. Approval of COVID vaccine fee schedule.**

Mr. Evans stated that the latest COVID-19 vaccine is becoming available to the Health Department. Being that the cost of the vaccine has changed, a new fee needs to be set.

Mrs. Harris moved to approve the COVID Vaccine administration fee schedule as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

**F. Approval of the sale of Edgecombe County’s interest in the building located at 500 Nash Medical Arts Mall, Rocky Mount to Nash County.**

Mr. Evans stated that we have been in discussion with Nash County for some time

regarding a sale of Edgecombe County's 45% interest in the former Edgecombe-Nash Mental Health building property located at 500 Nash Medical Arts Mall in Rocky Mount to Nash County. Nash County owns the remaining 55% in the property. We have come to a negotiated agreement for the sale of the County's interest in the property where Nash County is will to pay \$2,200,000 for Edgecombe County's 45% interest in the property. The current tax value of the property is \$4,832,070, thus 45% of the current tax value is \$2,174,432. He stated he, along with County Attorney Michael Peters feel that \$2,200,000 is a reasonable and appropriate sales price considering the tax value of the property, or not having a need to own the property, and that the nature of the County's interest limits it value. For historical context, in 1991, Edgecombe County financed \$945,000 for its portion of the construction of the building on this property. Mr. Evans recommended that the Board approve the sale of our interest in the building located at 500 Nash Medical Arts Mall, Rocky Mount and authorize Chairman Wiggins to execute the deed and related documents.

Mr. Boswell moved to approve the sale of the building and to authorize the Chairman to execute the deed and related documents. Mr. Thorne seconded the motion, which carried by unanimous vote.

**G. Approval of request from the Town of Princeville to support the naming of the Tar River Bridge after the late Mr. Walter Plemmer.**

Mr. Evans stated that he received a request from Dr. Glenda Knight on behalf of the Princeville Board of Commissioners requesting Board support for the naming of the Tar River Bridge between Princeville and Tarboro in honor of the late Mr. Walter Plemmer. This request ultimately must be approved by the NC Transportation Board, but they ask for the support of the local governing board. Mr. Evans stated that if the Board would like to support the request he will then work with Dr. Knight to submit the application that must be reviewed by NCDOT staff. If it meets their requirements, he will prepare a resolution for the Board to consider, which will accompany the application before the Transportation Board. He stated that if the Board choses to support the request, he will notify the Town of Tarboro so their Board will be aware this request is being submitted.

Mrs. Harris moved to moved to support the request as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

**H. Approval of cell tower lease agreement.**

Mr. Evans stated that the Board was made aware at the last meeting, CitySwitch, LLC is proposing to lease property from the County in order to construct and maintain a communications tower. The tower will be located next to the Kingsboro water tower. The proposed lease is for \$850 per month for an initial term of ten years with the option to renew for three additional five-year periods. The proposed tower does not meet the set-back requirements of our Unified Development Ordinance. CitySwitch, LLC has applied to appear before our Board of Adjustment to get a variance. Mr. Evans recommended that the Board approve the lease agreement. The construction of the tower will be subject to the approval of the variance from the Board of Adjustment.

**Mr. Evans stated that a representative is present from Edgcombe Martin Electric Membership Cooperation, adjoining property owner and may want to speak.**

**Mr. Winston Howell, CEO of Edgcombe Martin-EMC, stated that he wanted the opportunity to speak in opposition of the tower that CitySwitch has proposed. There was a proposal last year for them to locate the tower just south of the tracks next to the Kanban facility and that was denied by the Planning and Adjustments Board because the off sets were not in place to meet the requirements at the time. The new proposed site puts it between the County's water tower and their electric substation, which is a critical piece of infrastructure that they use to serve around thousands of their members in Edgcombe County. Mr. Howell stated that the location that is proposed for the new tower will put it within 100 feet of major distribution lines coming out of their station and they serve several key accounts out of that station as well as others that are looking to locate. He stated that further importance is all the attention that they continue to get from request from around the County, projects looking at the mega site. There could be future expansion needs for that station. They have grave concerns that are safety and liability and they want to make sure that they protect the interest of their members and that station, which is \$12 million investment.**

**Mr. Boswell stated that he received a call about this and he is a little concerned. He asked about the urgency of this. He has concerns about anybody coming there and where the location is in relationship to everything else. Mr. Boswell stated that he did not want to do anything that is going to hinder or hurt anybody in the future until we get some factual information on what has to be done or what should be done.**

**Mr. Peters stated that they apparently do have a tight window. They advised us that CitySwitch gets a request from a provider and that provider advises them that they want the tower in a particular radius. Their original application last year was south of**

**railroad. It was within the CSX right-of-way, directly south of this proposed location. When they did not get that variance, they came back to the County interested in this location and proposed a location on the northeast side of that intersection further down. That location would be within the right-of-way and not near any buildings, but it would be a potential hazard to future economic development. Mr. Peters stated that we proposed further east, about a mile from the intersection and they told us that location was too far away from their target area. After conversations with EMC, we proposed some of the land directly behind the former QVC property and was told the same thing. He stated that apparently the target area that they are looking at is very narrow.**

**Mr. Thorne stated that we have a water tower beside it, which should be a concern about a tower falling on our water tower. EMC has expressed that the station supplies 1,000 people. We have concern about it falling on their station and taking power out for 1,000 people, plus the expansion need with having to go over 400 megawatts for some of these projects that we are looking at. He stated that Kanban has also expressed concern about the tower being beside them.**

**Mr. Webb asked Mr. Tolson and Mr. Pike, Carolinas Gateway Partnership, if we wanted a tower in a place that we are trying to develop.**

**Mr. Tolson stated that he did not know about the tower until today, but all the arguments against the tower he completely support. We are going to have to expand the electrical capacity at Kingsboro and if it impinges on the current site that Mr. Howell previously described, he strongly oppose this tower. A 300-foot tower out there may not be acceptable to the client base either.**

**Mr. Evans stated that this discussion is important, because the Board has very difficult decisions to make and needs to be as well informed as they can. He stated that his recommendation was not easy. Part of the reason for the recommendation, as Mr. Peters mentioned, is that the company is either interested in what is being proposed tonight or just east of Kingsboro Road along with right-of-way of the railroad, south of the Long track. Mr. Evans stated that their concern was to try to steer it away from that, because they were considering something in the right-of-way, not land that the County owns. They would need no lease agreement from the County. They would still have to go back to the Board of Adjustment for the variance, but there is a possibility that the Board of Adjustment may approve that. He stated that we do not want a tower north of the railroad track and east of Kingsboro Road, because project could come in needing a rail spur off of CSX Railroad and that tower is in the way. Mr. Evans stated that the County owns land that EMC could potentially expand in that direction.**

**Mr. Wiggins moved to approve the lease agreement as presented. Motion failed due to no second.**

**Mr. Thorne moved to not approve the lease agreement. Mr. Boswell seconded, which carried by a vote of 6 for (Hines, Webb, Harris, Thorne, Powell and Boswell) to 1 opposed (Wiggins).**

**I. Approval of an amendment to the Cooperative Agreement with NC Department of Public Safety.**

**Mr. Evans presented for Board review First Amendment to the Cooperative Agreement between the North Carolina Department of Public Safety, Office of Recovery and Resiliency and Edgecombe County for the North Carolina CDBG Buyout Program. This document is an amendment to the cooperative agreement previously signed between NCORR and Edgecombe County. This brings the properties in Princeville's ETJ to the agreement with the County. Mr. Evans recommended that the Board approve the amendment and resolution as presented.**

**Mr. Boswell moved to approve the First Amendment to the Cooperative Agreement between the NC Public Safety Office of Recovery and Resiliency and Edgecombe County for the NC CDBG Buyout Program as presented. Mr. Thorne seconded the motion, which carried by unanimous vote.**

**Mr. Boswell moved to approve the Resolution to Accept Strategic Buyout Program Properties as presented. Mr. Webb seconded the motion, which carried by unanimous vote.**

**J. Approval of corrections to the Compensation Plan.**

Mr. Evans stated that as we have continued to review our new Compensation Plan, we have identified additional corrections and additions to be made. He presented to the Board a summary of those changes, which present no additional appropriation needed to the budget.

Mr. Boswell moved approve the updated Compensation Plan Ordinance as presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

**K. Approval of change in policy for public records requests.**

Mr. Evans stated that in April of 2019 the Board approved our Public Records Policy. This policy addresses records retention, records disposition and responding to public records requests. Since implementing the policy, staff have noted changes and updates needed as it relates to the section on public records requests. Currently, the policy requires that requests be submitted on the form provided in the policy. Though that form is helpful, sometimes a request is received by email or other written form that provides the necessary information. However, because of the policy, we must ask the requester to transfer that request on our form. Therefore, one change (pages 9 and 10) removes the requirement that the request be on our form. On page 11, additional information is provided to specify the fee we charge for processing extraordinarily large requests. On page 14, a formatting issue is corrected.

Mr. Boswell moved to approve the revised Public Records Policy as presented. Mr. Throne seconded the motion, which carried by unanimous vote.

**L. Approval of Adoption of Schedules, Standard and Rules to be used in the 2024 appraisal of real property in Edgecombe County.**

Mr. Boswell moved to adopt the 2024 Market Value Schedule as previously presented. Rev. Hines seconded the motion, which carried by unanimous vote.

Mr. Thorne moved to adopt the 2024 Present Use Value Schedule as previously presented. Mrs. Powell seconded the motion, which carried by unanimous vote.

**M. Approval of request for the sale of service weapons to retiring Sergeant David Parker and Captain Charles West.**

Mr. Evans stated that NC Statute 20-187.2 allows the Board of commissioners to award a retiring officer his/her service weapon. It specifically stated that the Board may do so at a price determined by the governing body. Sheriff Atkinson has requested that consideration be given for retiring Capt. Charles West and Sgt. David Parker. To show the County's appreciation for exemplary service, and to provide a memento to that service, Mr. Evans recommended that the Board approve the transfer of their service weapon at a price of \$1 upon their retirement.

Rev. Hines moved to approve the request as presented. Mr. Thorne seconded the motion, which carried by unanimous vote.

**N. Approval of the 2024 Holiday Schedule.**

Mrs. Powell moved to approve the 2024 Holiday Schedule as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

**O. Approval of acceptance of the AgVenture grant from NC State University.**

Mr. Evans stated that we received notice from North Carolina State University that through their AgVentures Program, Edgecombe County was awarded a grant in the amount of \$4,967,00 for the purchase of an enclosed trailer. Mr. Evans recommended that the Board approve the grant project ordinance as presented.

Mr. Webb moved to approve the grant project ordinance as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

**9. APPOINTMENTS:**

**A. Jury Commission.**

Rev. Hines moved to reappoint Reuben Thompson IV. Mrs. Harris seconded the motion, which carried by unanimous vote.

**B. Parks and Recreation Advisory Board.**

Mr. Webb moved to reappointment Sheila Cook, Bernice Anderson, Regina Moseley, Sue Howard, Lorraine Dickens and Curtis Knight. Mrs. Powell seconded the motion, which carried by unanimous vote.

**10. AFTERLISTS AND RELEASES FOR REVIEW AND APPROVAL.**

Mr. Thorne moved to approve the afterlists and releases as presented. Rev. Hines seconded the motion, which carried by unanimous vote.

**11. CONTRACTS FOR REVIEW AND/OR APPROVAL.**

Mr. Evans asked the Board to take separate action on the contracts.

Envirocon Change Order. This company security key fobs for accessing our building. This change order allows us to add access and security controls at the Emergency Operations Center. No additional budget appropriation is needed.

Mr. Boswell moved to approve the change order as presented. Mr. Webb seconded the motion, which carried by unanimous vote.

Prime Corrections contract is a not to exceed \$200,000 and note that this is paid through savings found in medical billing for jail health services. Cost containment services for medical services at the Detention Center.

Mr. Boswell moved to approve the contract as presented and as a sole source vendor. Mrs. Harris seconded the motion, which carried by unanimous vote.

Avineon contract to provide GIS addressing software. This is a request for a sole source contract.

Mr. Harris moved to approve the contract as presented and as a sole source venter. Mr. Boswell seconded the motion, which carried by unanimous vote.

**12. DEPARTMENTAL REPORTS FOR REVIEW. \*\*\*Received\*\*\***

**A. Water and Sewer update.**

**B. Monthly Financial Summary.**

13. **MANAGER'S REPORT. \*\*\*Received\*\*\***  
A. Major events and updates.  
B. Workforce Development Indicators.  
C. TDA financial report.  
D. Update on tornado storm debris clean-up and recommendation to end the State of Emergency.

Mr. Evans stated that on the day of the tornado Mr. Wiggins declared a State of Emergency. He stated that we never ended that State of Emergency.

Rev. Hines moved to approve ending the tornado storm State of Emergency. Mrs. Harris seconded the motion, which carried by unanimous vote.

Mr. Evans shared a copy of a letter in which we were recently notified that Eastpointe, Trillium and Sandhills Managed Care Organizations are going to merge. The plan is to consolidate those three areas.

14. **COMMISSIONERS' REPORT.**

Mrs. Harris thanked Mr. Wiggins for the resolution on behalf of the loss of her mother-in-law.

Mr. Thorne stated that medical grades came out today for hospitals through out the State and Vidant received an A for patient safety, which is a great success.

Mr. Wiggins congratulated Mr. Thorne on the birth of his first child.

15. **ATTORNEY'S REPORT.**

None.

16. **CLOSED SESSION.**

Rev. Hines moved to go into closed session to discuss:

- A. Economic Development. [N.C.G.S. 143-318.11 (a)(4)]

Mr. Thorne seconded the motion, which carried by unanimous vote.

Mr. Boswell moved to go out of closed session and resume the regular meeting. Mrs. Powell seconded the motion, which carried by unanimous vote.

17. **REV. HINES MOVED TO ADJOURN THE MEETING. MRS. POWELL SECONDED THE MOTION, WHICH CARRIED BY UNANIMOUS VOTE.**



**MINUTES  
SPECIAL MEETING  
OF THE BOARD OF COMMISSIONERS  
OF EDGEcombe COUNTY  
NOVEMBER 15, 2023 AT 2:00 P.M.  
JONATHAN FELTON COMMISSIONERS ROOM  
201 SAINT ANDREW STREET  
TARBORO, NORTH CAROLINA**

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**1. SPECIAL MEETING CALLED TO ORDER BY CHAIRMAN LEONARD WIGGINS AT 2:00 P.M.**

**MEMBERS PRESENT:** Mr. Leonard Wiggins, Chairman, Rev. E. Wayne Hines, Vice-Chairman, Mr. George Thorne, Mr. Ralph Webb and Mr. Donald Boswell.

**MEMBERS ABSENT:** Mrs. Evelyn Powell and Mrs. Viola Harris.

**OTHERS PRESENT:** Mr. Eric Evans, County Manager, Mr. Michael Peters, County Attorney, Ms. Frangie Mungo, Clerk to the Board, Rev. Raymond Privott, ECPS Board, and Mr. John Walker, Press.

**2. APPROVAL OF APPLICATION FROM EDGEcombe COUNTY PUBLIC SCHOOLS FOR THE PUBLIC SCHOOL BUILDING CAPITAL FUND.**

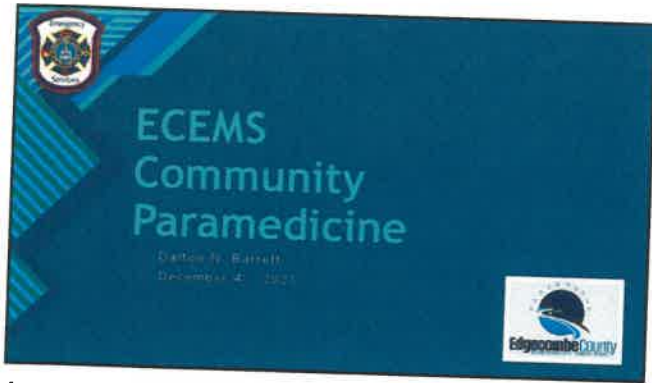
Mr. Evans stated that Edgecombe County Schools plans to install security door access controls for all schools, totaling 108 doors, using funds from the NC Lottery School Building Capital Fund. To use these funds for this project, the Board of Commissioners must jointly request the release of these funds along with ECPS. Mr. Evans presented the application for Public School Capital Fund, which has already been approved by the School Board and recommended that the Board approve the application and the accompanying budget amendment to appropriate these funds.

Mr. Thornes moved to approve the application and budget amendment as presented. Mr. Boswell seconded the motion, which carried by unanimous vote.

**3. ADJOURN MEETING.**

Rev. Hines moved to adjourn the meeting. Mr. Boswell seconded the motion, which carried by unanimous vote.

# ATTACHMENT #1



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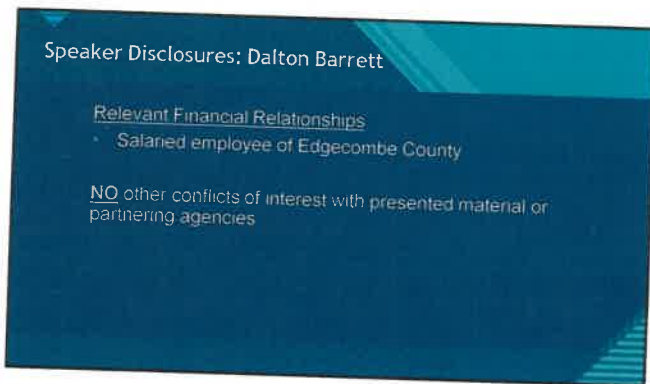
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### Local CP Programs

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### Substance-Use Focus

May 22, 2023

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### Opioid Settlement FY23-24

38 local government's reported spending plans

Local Government	Spending Plan	Contact
Chatham County	\$1,000,000	John Smith
DeKalb County	\$2,500,000	Jane Doe
... (other counties) ...	...	...

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### Naloxone Distribution

- 32 vials of OUD
- Released from incarceration late Sept 2023
- Overdosed Oct 1
- Overdosed again Oct 8

Coming Soon!

The slide features a bar chart with two bars. The first bar is significantly taller than the second. To the right of the chart is a photograph of a naloxone distribution kit, which includes several vials and a box. The text 'Coming Soon!' is placed to the right of the chart.

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### Where is the Need?

The slide contains five circular icons arranged horizontally. From left to right: a bar chart, a clock, a skull, a stethoscope, and a pill bottle. Below each icon is a small text box with illegible text.

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### Overdose Death Rates / 100k (2021)

The slide displays a bar chart with five bars of varying heights and colors (purple, orange, red, blue, and teal). The y-axis represents the death rate per 100,000 people.

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### Traditional Response to the Opioid Crisis

- High-Dose Narcan
- Stigmatized Care
- "Hand's Off" Observation
  - We don't discharge anyone till active withdrawal. - Anonymous Physician

The worst walls are never the ones you find in your way, the worst walls are the ones you put there.

- Unknown

10

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### Edgecombe's CP Response to the Crisis

Service	Description
Mobile Naloxone Distribution	Edgecombe CPs provide mobile naloxone distribution to the community.
Naloxone Distribution Program	Naloxone distribution program - "Hand's Off" Observation
Mobile Naloxone Distribution	Mobile naloxone distribution to the community through CPs.
CPs in Crisis Response	CPs provide crisis response to the community through CPs.
CPs in Crisis Response	CPs provide crisis response to the community through CPs.
CPs in Crisis Response	CPs provide crisis response to the community through CPs.
CPs in Crisis Response	CPs provide crisis response to the community through CPs.
CPs in Crisis Response	CPs provide crisis response to the community through CPs.

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### Community Paramedic Stats (12/1/2023)




CPs in Crisis Response




CPs in Crisis Response



CPs in Crisis Response



CPs in Crisis Response



CPs in Crisis Response

12

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### Success Story #1 (36yo F, Opioid Overdose)

- May 20 - Initial Overdose - Transported to ED by EMTs
- June 27 - Second O.D. - CP Unit Responded and assessed - Refused transport for pain relief services
- Reach Out CP Unit and referred to FHCAC - Initial visit - 10/11/23 MAT started
- Visit #1 and 2 - denied CP Unit from MAT - 11/15/23 visit - FHCAC and 10/11/23 MAT visit
- Re-enrolled in MAT after follow-up
- Attended weekly Recovery meeting
- Attended Trauma Training Oct 18



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### Success Story #2

79 yo M  
Ref: Primary Care by EMS

- Formerly a diabetic and from EMS work for 30 years (retired 11/12)
- SIU on assessment received - 2/1/24 at home with multiple injuries
- Referred to Freedom Hill - unable to get lab work at the time
- 10/18/24 MAT
- ED & MAT CP Unit and blood alcohol with PCO2s administered
- By week 4 - 10/24/24
- Regular treatment
- Discharge to home 11/7/24



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### Partnership Opportunities





**Referrals!** **Handouts!**

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**ATTACHMENT #2**

**Budget Amendments to be Approved  
By the Board of Commissioners**





# EDGECOMBE COUNTY BUDGET CONTROL REQUEST

1

Budget Revision Number \_\_\_\_\_  
Journal Number \_\_\_\_\_  
Date \_\_\_\_\_

FROM: Eric Evans RE: Planning DEPARTMENT

PURPOSE: We were approved for \$67,000 from NC Housing Finance Agency for the 2023 round of the Urgent Repair Program. We have since been offered additional funding. This budget amendment accompanies a funding agreement modification to add \$65,000 to the project.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
<b>REVENUES</b>				
<u>41-0025-4367-54</u>	<u>Urgent Repair HFA 2023</u>	<u>67,000</u>	<u>65,000</u>	<u>132,000</u>
<b>Total Revenues</b>			<b>65000</b>	
<b>EXPENDITURES</b>				
<u>41-4914-5240-16</u>	<u>Urgent Repair HFA 2023</u>	<u>67,000</u>	<u>65,000</u>	<u>132,000</u>
		<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Expenditures</b>			<b>65000</b>	
<b>TOTAL</b>			<b>0</b>	

DEPARTMENT HEAD *[Signature]* DATE 12/1/23  
**CORRECT ← MUST BE "CORRECT"**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER *Linda J. Barfield* 12/1/23

APPROVED  
 NOT APPROVED  
*[Signature]*  
COUNTY MANAGER

RECOMMENDED  
 NOT RECOMMENDED  
12/1/23  
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:  
APPROVED AND ENTERED ON MINUTES DATED: \_\_\_\_\_  
NOT APPROVED-DATE: \_\_\_\_\_

CLERK TO THE BOARD



# EDGECOMBE COUNTY BUDGET CONTROL REQUEST

2

Budget Revision Number \_\_\_\_\_  
Journal Number \_\_\_\_\_  
Date \_\_\_\_\_

FROM: Eric Evans RE: Maintenance DEPARTMENT \_\_\_\_\_

PURPOSE: To appropriate additional funds to Maintenance for utilities, lawncare, and miscellaneous maintenance for the Edgemcombe County Industrial Incubator. This building was purchased with state funds and approved for acceptance by the Board of Commissioners.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
<b>REVENUES</b>				
	<u>Fund Balance</u>		25,000	0
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	<b>Total Revenues</b>		<b>25000</b>	
<b>EXPENDITURES</b>				
	<u>Maintenance - Incubator</u>	0	10,000	10,000
<u>10-4260-5240-17</u>	<u>Utilities - Incubator</u>	0	15000	15,000
<u>10-4260-5333-25</u>	_____	_____	0	0
	_____	_____	_____	_____
	_____	_____	_____	_____
	<b>Total Expenditures</b>		<b>25000</b>	
<b>TOTAL</b>			0	

**CORRECT ← MUST BE "CORRECT"**

DEPARTMENT HEAD *Eric Evans*

DATE 12/1/23

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER *Linda J. Bayless* 12/1/23

APPROVED  
 NOT APPROVED

RECOMMENDED  
 NOT RECOMMENDED  
DATE 12/1/23

*Eric Evans*  
COUNTY MANAGER

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: \_\_\_\_\_

NOT APPROVED-DATE: \_\_\_\_\_

CLERK TO THE BOARD

**For Information  
Budget Amendments Approved  
By the County Manager**

**For Information  
Budget Amendments Reviewed  
By the Finance Director**



# EDGECOMBE COUNTY BUDGET CONTROL REQUEST

Budget Revision Number \_\_\_\_\_  
Journal Number \_\_\_\_\_  
Date 11/29/2023

FROM: Jayson Webb IT

RE: ITBA 2024 #2

DEPARTMENT: IT

PURPOSE: Replacement Firewall for Sheriff Office

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
Decrease 10-4210-532100	Telephone	450,000	6,000	444,000
<b>Total Revenues</b>				
Increase 10-4210-550003	Hardware/Software	130,000	6000	136,000
		0		
		0		
<b>Total Expenditures</b>		0		
			6000	
<b>TOTAL</b>			6000	
			0	

**CORRECT** ← **MUST BE "CORRECT"**

DEPARTMENT HEAD Jayson W. Webb

DATE 11/29/23

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER [Signature] 11-30-23

APPROVED  
 NOT APPROVED

RECOMMENDED  
 NOT RECOMMENDED

[Signature]  
COUNTY MANAGER

12/1/23  
DATE

ACTION TAKEN BY BOARD OF COMMISSIONERS:

APPROVED AND ENTERED ON MINUTES DATED: \_\_\_\_\_

NOT APPROVED-DATE: \_\_\_\_\_

CLERK TO THE BOARD \_\_\_\_\_



EDGECOMBE COUNTY  
BUDGET CONTROL REQUEST

4

Budget Revision Number \_\_\_\_\_  
Journal Number \_\_\_\_\_  
Date \_\_\_\_\_

FROM: TARASA LEWIS RE: TAX ADMINISTRATION DEPARTMENT

PURPOSE: REALLOCATION OF FUNDS WITHIN THE DEPARTMENT TO PAY FOR HOSTING THE COASTAL PLAINS TAX ASSOCIATION AS WELL AS ADDITIONAL FUNDS NEEDED TO PAY TEMP STAFF DUE TO STAFFING ISSUES.

G/L ACCOUNT#	ACCOUNT NAME	CURRENT BUDGET	INCREASE (DECREASE)	AMENDED BUDGET
<b>REVENUES</b>				
<b>Total Revenues</b>				
<b>EXPENDITURES</b>				
10-4140-5126-00	Salaries Temp & Part Time	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00
10-4140-5121-00	Salaries Regular	\$ 330,000.00	\$ (4,000.00)	\$ 326,000.00
10-4140-5260-00	Office Supplies	\$ 10,095.00	\$ (325.00)	\$ 9,770.00
10-4140-5499-00	Misc Expense	\$ 2,600.00	\$ 325.00	\$ 2,925.00
<b>Total Expenditures</b>				
<b>TOTAL</b>				

CORRECT ← MUST BE "CORRECT"

DEPARTMENT HEAD Tarasa M Lewis DATE 11/20/2023

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER [Signature] 11/22/23

APPROVED       RECOMMENDED  
 NOT APPROVED       NOT RECOMMENDED  
11/27/23  
DATE

[Signature]  
COUNTY MANAGER

ACTION TAKEN BY BOARD OF COMMISSIONERS:  
APPROVED AND ENTERED ON MINUTES DATED: \_\_\_\_\_  
NOT APPROVED-DATE: \_\_\_\_\_

CLERK TO THE BOARD

# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *EE*  
**Date:** 12/1/23  
**Re:** Acceptance and Maintenance of Edgecombe County Industrial Incubator



Rocky Mount-Edgecombe Community Development Corporation (RMECDC) owns a facility at Fountain Business Park called the Edgecombe County Industrial Incubator. It is a 40,000 SF facility that used to have both large, anchor tenants, including a call center for the NC Department of Revenue, as well as small businesses. The facility is now vacant, and RMECDC wants to sell the building and reinvest the proceeds in Crossings at 64, their mixed-use development in Rocky Mount.

The availability of this facility comes at an opportune time for us. It is well-positioned for the County and our partners, including Edgecombe County Public Schools, Edgecombe Community College, Turning Point Workforce Development, and Carolinas Gateway Partnership, to jointly repurpose the facility into a workforce readiness center focused on manufacturing, engineering, and technology. In addition to the work all our partners are currently doing, this additional effort is needed to meet existing and future workforce demands, especially with our prospects at Kingsboro Industrial Park.

We are fortunate that there are state funds that will allow us to acquire the building without any County appropriation. Edgecombe Community College received a state grant appropriation that was to be used to equip the training facility we were going to build at Kingsboro Industrial Park. As you know that facility was put on hold indefinitely once Triangle backed out of their plans for a manufacturing facility. Therefore, ECC stands to lose those funds. However, with the help of Representative Shelly Willingham, those funds have been repurposed and now can be used for the purchase of this facility.

*November 30, 2023*

Considering what a tremendous asset the facility would be for us and our partners, and that no County funds are needed to purchase it, I recommend that we take ownership of the building. If you agree, I also ask that you approve the accompanying budget amendment to appropriate \$25,000 to cover utilities and maintenance for the remainder of the fiscal year.



**ATTACHMENT #4**

**RESOLUTION ADOPTING THE EDGECOMBE COUNTY BOARD OF  
COMMISSIONERS' REGULAR MEETING SCHEDULE FOR 2024**

**WHEREAS N.C.G.S. 153A-40 authorizes the Edgecombe County Board of Commissioners to adopt a resolution fixing the dates, time and place of its regular meetings; and**

**WHEREAS the Edgecombe County Board of Commissioners proposes to adopt the attached Edgecombe County Board of Commissioners' Meeting Schedule for 2024 for its regular Board meetings;**

**NOW, THEREFORE, BE IT RESOLVED, that the Edgecombe County Board of Commissioners hereby adopts the attached regular Meeting Schedule for 2024.**

**Adopted this the 4<sup>th</sup> day of December 2023.**

\_\_\_\_\_  
**Leonard Wiggins, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Frangie Mungo, Clerk to the Board**

## **EDGECOMBE COUNTY BOARD OF COMMISSIONERS 2024 REGULAR MEETING SCHEDULE**

<b>January 2, 2024</b>	<b>Tuesday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>February 5, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>March 4, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>April 1, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>May 6, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>June 3, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>July 1, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>August 5, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>September 9, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>October 7, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>November 4, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>
<b>December 2, 2024</b>	<b>Monday</b>	<b>Jonathan Felton Commissioners Room</b>	<b>6:00 p.m.</b>



### Sec. 2-55. Election of the chair.

The chair and vice-chair of the board shall be elected annually for a term of one year and shall not be removed from the office unless they becomes disqualified to serve as a member of the board.  
(Ord. of 4-10-1999, rule 5)

### Sec. 2-56. Meetings.

(a) *Regular meetings.* The board shall hold a regular meeting on the first Monday of each month, with the following exceptions:

- (1) The September board of commissioners meeting will be on the Monday following Labor Day at 7:00 p.m. due to Labor Day being the first Monday of September.
- (2) If any other regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting.
- (3) Regular meetings shall be held at the county commissioner's room and shall begin at 7:00 p.m.

The board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted, and noticed no less than seven days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board.

(b) *Special meetings.* The chair or a majority of the members of the board may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The persons who call the meeting shall cause the notice to be posted on the principal bulletin board of the county and/c the door of the regular meeting place and delivered to the chair and all other board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, the notice shall be mailed or delivered to individual persons and news media organizations who have requested such notice as provided in subsection (d) of this section. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

(c) *Emergency meetings.* If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the board, the notice requirements of this section do not apply. However, the persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings as provided in subsection (d) of this section, shall be notified of such emergency meetings by the same method used to notify board members. Only business connected with the emergency may be discussed at the meeting.

(d) *Sunshine list.* Any individual person and any newspaper, wire service, radio station, and television station may file with the clerk of the board of commissioners a written request for notice of all special

# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *EE*  
**Date:** 12/1/23  
**Re:** Reappointment of Tax Administrator



North Carolina General Statutes require that the Board of Commissioners appoints both a Tax Collector and a Tax Assessor for a term of at least two years and no more than four years. As you know, we have a Tax Administrator, Mrs. Tarasa Lewis, who serves both roles. Mrs. Lewis does meet the statutory requirements for serving in that role.

Therefore, I recommend that you reappoint Mrs. Tarasa Lewis, in her capacity as the Tax Administrator, to serve as our Tax Collector and Tax Assessor for a four-year term.



**TARASA M LEWIS  
TAX ADMINISTRATOR**

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November 21, 2023

Mr. Eric Evans  
Edgecombe County Manager

Mr. Evans,

November has come and is going by quite fast. My re-appointment as Tax Assessor/Collector (Tax Administrator) is due December 4, 2023. I didn't want it to slip by us with our busy schedules.

I have attached some supporting documents that may be helpful to you with this process. I would like for you along with the Board of Commissioners to consider a reappointment period of four years.

Thank you for your continued support.

Tarasa M Lewis,  
Edgecombe County  
Tax Administrator

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P O Box 10 · 201 Saint Andrew Street  
Tarboro, North Carolina · 27886  
Phone: 252-641-7855 Fax: 252-641-7864

Article 16.

County Listing, Appraisal, and Assessing Officials.

§ 105-294. County assessor.

(a) Appointment. – Persons occupying the position of county assessor on July 1, 1983, shall continue in office until the first Monday in July, 1983. At its first regular meeting in July, 1983, and every two years or four years thereafter, as appropriate, the board of county commissioners of each county shall appoint a county assessor to serve a term of not less than two nor more than four years; provided, however, that no person shall be eligible for initial appointment to a term of more than two years unless such person is deemed to be qualified as provided in subsection (b) of this section or has been certified by the Department of Revenue as provided in subsection (c) of this section. The board of commissioners may remove the assessor from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the board. Whenever a vacancy occurs in this office, the board of county commissioners shall appoint a qualified person to serve as county assessor for the period of the unexpired term.

(b) Persons who held the position of assessor on July 1, 1971, and continue to hold the position, and persons who have been certified for appointment as assessor by the Department of Revenue between July 1, 1971, and July 1, 1983, are deemed to be qualified to serve as county assessor. Any other person selected to serve as county assessor must meet the following requirements:

- ✓(1) Be at least 21 years of age as of the date of appointment;
- ✓(2) Hold a high school diploma or certificate of equivalency, or in the alternative, have five years employment experience in a vocation which is reasonably related to the duties of a county assessor;
- ✓(3) Within two years of the date of appointment, achieve a passing score in courses of instruction approved by the Department of Revenue covering the following topics:
  - a. The laws of North Carolina governing the listing, appraisal, and assessment of property for taxation;
  - b. The theory and practice of estimating the fair market value of real property for ad valorem tax purposes;
  - c. The theory and practice of estimating the fair market value of personal property for ad valorem tax purposes; and
  - d. Property assessment administration.

Oct. 6, 2017 ✓(4)

Upon completion of the required four courses, achieve a passing grade in a comprehensive examination in property tax administration conducted by the Department of Revenue.

(c) Certification. – Persons meeting all of the requirements of this section shall be certified by the Department of Revenue. From the date of appointment until the date of certification, persons appointed to serve as county assessor are deemed to be serving in an acting capacity. Any person who fails to qualify within two years after the date of initial appointment shall not be eligible for reappointment until all of the requirements have been met.

(d) In order to retain the position of county assessor, every person serving as county assessor, including those persons deemed to be qualified under the provisions of this act, shall, in each period of 24 months, attend at least 30 hours of instruction in the appraisal or assessment of property as provided in regulations of the Department of Revenue.

(e) The compensation and expenses of the county assessor shall be determined by the board of county commissioners.

(f) Alternative to separate office of county assessor. – Pursuant to Act [Article] VI, Section 9 of the North Carolina Constitution, the office of county assessor is hereby declared to be an office that may be held concurrently with any other appointive or elective office except that of member of the board of county commissioners. (1939, c. 310, ss. 400, 401; 1953, c. 970, ss. 1, 2; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1983, c. 813, s. 2; 1987, c. 45, ss. 1, 2; 1997-23, s. 5.)

## Article 26.

## Collection and Foreclosure of Taxes.

**§ 105-349. Appointment, term, qualifications, and bond of tax collectors and deputies.**

- (a) **Appointment and Term.** - The governing body of each county and municipality shall appoint a tax collector on or before July 1, 1971, to serve for a term to be determined by the appointing body and until his successor has been appointed and qualified. Until the first such appointments are made, county and municipal taxes shall be collected by the tax collectors presently serving under prior provisions of law. The governing body may remove the tax collector from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the governing body. No hearing shall be required, however, if the tax collector is removed for failing to meet the prerequisites prescribed by G.S. 105-352(b) for delivery of the tax receipts. Unless otherwise provided by G.S. 105-373, whenever any vacancy occurs in this office, the governing body shall appoint a qualified person to serve as tax collector for the period of the unexpired term.
- ✓ (b) **Qualifications.** - The governing body shall appoint as tax collector a person of character and integrity whose experience in business and collection work is satisfactory to the governing body.
- ✓ (c) **Bond.** - No tax collector shall be allowed to begin his duties until he shall have furnished bond conditioned upon his honesty and faithful performance in such amount as the governing body may prescribe. A tax collector shall not be permitted to collect any taxes not covered by his bond, nor shall a tax collector be permitted to continue collecting taxes after his bond has expired without renewal.
- (d) **Compensation.** - The compensation and expense allowances of the tax collector shall be fixed by the governing body.
- (e) **Alternative to Separate Office of Tax Collector.** - Pursuant to Article VI, Sec. 9, of the North Carolina Constitution, the office of tax collector is hereby declared to be an office that may be held concurrently with any appointive or elective office other than those hereinafter designated, and the governing body may appoint as tax collector any appointive or elective officer who meets the personal and bonding requirements established by this section. A member of the governing body of a taxing unit may not be appointed tax collector, nor may the duties of the office be conferred upon him. A person appointed or elected as the treasurer or chief accounting officer of a taxing unit may not be appointed tax collector, nor may the duties of the office of tax collector be conferred upon him except with the written permission of the secretary of the Local Government Commission who, before giving his permission, shall satisfy himself that the unit's internal control procedures are sufficient to prevent improper handling of public funds.
- (f) **Deputy Tax Collectors.** - The governing body of a county or municipality is authorized to appoint one or more deputy tax collectors and to establish their terms of office, compensation, and bonding requirements. A deputy tax collector shall have authority to perform, under the direction of the tax collector, any act that the tax collector may perform unless the governing body appointing the deputy specifically limits the scope of the deputy's authority.
- (g) **Oath.** - Every tax collector and deputy tax collector, as the holder of an office, shall take the oath required by Article VI, § 7 of the North Carolina Constitution with the following phrase added to it: "that I will not allow my actions as tax collector to be influenced by personal or political friendships or obligations." The oath must be filed with the clerk of the governing body of the taxing unit. (1939, c. 310, ss. 1701, 1702; 1957, c. 537; 1971, c. 806, s. 1; 1991, c. 110, s. 6; 1991 (Reg. Sess., 1992), c. 1007, s. 23.)



# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *EE*  
**Date:** 12/1/23  
**Re:** Modification of Urgent Repair '23 Funding Agreement



Edgecombe County was awarded \$67,000 by the North Carolina Housing Finance Agency (NCHFA) under the 2023 cycle of the Urgent Repair Program (URP). The goal of the project is to assist at least 5 very-low and low-income families with special needs in addressing housing conditions that pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement. Since the acceptance of that award, we have been offered the opportunity to receive an additional \$65,000 in URP '23 funds.

I recommend that you accept the additional award by approving the funding agreement and amended project ordinance.

**URGENT REPAIR PROGRAM 2023  
GRANT PROJECT ORDINANCE MODIFICATION**

BE IT ORDAINED by the Governing Board of Edgecombe County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following modified grant project ordinance is hereby adopted:

Section 1. The project authorized is the Urgent Repair Program (URP) contained in the Grant Agreement between the County and the North Carolina Housing Finance Agency.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant agreement, the rules and regulations of the North Carolina Housing Finance Agency and the budget contained herein.

Section 3. The following amounts are appropriated for this project:

Urgent Repair 2023 – Original Appropriation	\$ 67,000
Urgent Repair 2023 – Additional Appropriation	<u>\$ 65,000</u>
TOTAL	\$ 132,000

Section 4. The following revenues are anticipated to be available to complete this project:

Urgent Repair Grant 2023- Hard Costs	\$ 120,000
Urgent Repair Grant 2023 – Administration	<u>\$ 12,000</u>
TOTAL	\$ 132,000

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the County, the grantor agency and Federal and State regulations.

Section 6. The Finance Director is directed to report, on a quarterly basis, on the financial status of the project element of Section 3, and the total revenues received or claimed.

Section 7. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this 4th day of December, 2023.

\_\_\_\_\_  
LEONARD WIGGINS, CHAIRMAN  
EDGECOMBE COUNTY BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
FRANGIE MUNGO  
CLERK TO THE BOARD

## **MODIFICATION OF THE 2023 URGENT REPAIR PROGRAM FUNDING AGREEMENT URP2308**

This Modification of the 2023 Urgent Repair Program (URP23) Funding Agreement for Subrecipients (the "Agreement") is entered into on the 16th of November 2023 between the North Carolina Housing Finance Agency, a public agency and instrumentality of the State of North Carolina, (the "Agency") and Edgecombe County (the "Recipient").

### **RECITALS**

**WHEREAS**, the parties previously entered into that certain 2023 Urgent Repair Program (URP2308) Funding Agreement dated 14<sup>th</sup> of September 2023 (the "Original Agreement") pursuant to the URP23 Program Guidelines (the "Program Guidelines"); and

**WHEREAS**, the Original Agreement provided, in part, that the Recipient would be allocated an award in the amount of \$67,000; and

**WHEREAS**, the Recipient was determined to be eligible for their complete funding request for a total allocation of \$132,000; and

**WHEREAS**, the Agency awarded additional funds to the Recipient for a total award of \$132,000; and

**WHEREAS**, the parties desire to modify the Original Agreement to reflect the total funds allocated upon and subject to the terms, covenants and conditions and agreements herein.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Recipient, intending to be legally bound, hereby agree as follows:

#### **I. Acknowledgments, Affirmations, Representations and Representations and Warranties**

The Recipient acknowledges and affirms that:

1. All of the statements contained herein are true and correct.
2. All representations, warranties and covenants contained in, and schedules and exhibits, if any, attached to the Original Agreement are true and correct on and as of the date hereof, are incorporated herein by reference and are hereby remade.
3. Other than as stated herein, the Recipient is in compliance with the terms of the Original Agreement, and no condition exists which would constitute an event of default under the Original Agreement or Program Guidelines but for the giving of notice or passage of time, or both.

#### **II. Agreement to Modify Original Agreement**

The Original Agreement is hereby modified as follows:

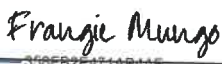
1. All references to the amount of funds obligated, awarded, reserved and/or allocated under the Original Agreement shall reflect a funded amount not to exceed \$132,000.
2. Funds for Cost of Repairs: \$120,000 of the Funding Amount are funded from the State appropriated HTF Fund, and shall be used for the cost of repairs to the property, as more

- fully-described in the Guidelines, section 2.1. Funds for repairs shall only be utilized in the service areas specified in Section E – Service Area Requirements of the Post-Approval Documentation as signed by the Recipient.
3. Funds for Administrative Costs: \$12,000 of the Funding Amount are funded from the Agency funds, and shall be used for administrative costs incurred by the Recipient for running the Program, as more fully-described in the Guidelines, section 2.1.
  4. All references in the Original Agreement shall mean the Original Agreement amended hereby.


**III. Miscellaneous**

1. This Agreement is a modification of the Original Agreement, and not a novation; rather, it constitutes a modification of the terms of an existing contractual relationship between the parties in order to increase the total funds awarded to the Recipient, and is not intended as a cancellation of the original obligation or the creation of a new contract. The parties to this instrument confirm the terms of the Original Agreement and all other related documents, as modified by this Modification.
2. All references in the Original Agreement shall mean the agreement as amended hereby.
3. Except as expressly amended and modified herein, the Original Agreement remains unmodified and in full force and effect.
4. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and supersedes any prior agreements, understandings, restrictions, warranties, or representations between the parties with regard thereto.
5. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
6. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, such provision shall be severed from this Agreement, and the other provisions of this Agreement shall continue in full force and effect.

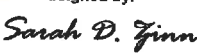
**IN WITNESS WHEREOF**, Recipient and Agency have signed this Modification of the 2023 Urgent Repair Program Funding Agreement on the date written above.

DocuSigned by:  
  
 358FB2E471AB4AF...


Attest

Edgecombe County  
 DocuSigned by:  
 By:   
 064918E8A88644B...

Its: County Manager

DocuSigned by:  
  
 A20AB475867040D...

Attest

North Carolina Housing Finance Agency  
 DocuSigned by:  
 By:   
 EDF7FF08B43F4AA...

Its: Manager of Home Ownership

# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *ee*  
**Date:** 12/1/23  
**Re:** ECPS Application to the Lottery Fund



Edgecombe County Schools plans to use state lottery funds to perform roof repairs at Bulluck Elementary, Carver Elementary, North Edgecombe High School, and Phillips Middle School. To use these funds for these projects, the Board of Commissioners must jointly request the release of these funds along with ECPS.

Therefore, before you are the applications for Public School Building Capital Funds, which have already been approved by the School Board. I recommend that you approve the applications to request these funds.

**Edgecombe County Public Schools  
BOARD MEETING  
November 29, 2023**

**ITEM FOR ACTION**

Request Board approval of the submission of the Distribution Request Public School Building Repair & Renovation Fund (PBSRRF) North Carolina Educational Lottery applications to NCDPI for the facility repairs of the roofs, by replacing old shingles and any damaged wood underneath the shingles, at G. W. Bulluck Elementary, G. W. Carver Elementary, North Edgecombe High and Phillips Middle Schools. The project will begin early January 2024 and conclude by mid-February 2024. The estimated cost to exiting construction – facility roof repairs are:

<b>School</b>	<b>Estimated Cost</b>
G. W. Bulluck Elementary	\$30,000.00
G. W. Carver Elementary	\$25,000.00
North Edgecombe High	\$43,000.00
Phillips Middle	\$38,000.00
<b>Total</b>	<b>\$136,000.00</b>

**Contact:**

Dr. Andy Bryan, Superintendent  
andrewbryan@ecps.us

**RECOMMENDATION**

Board approval of the Submission of the Distribution Request Public School Building Repair & Renovation Fund (PBSRRF) North Carolina Educational Lottery Applications to NCDPI for the Facility Repairs of the Roofs at G. W. Bulluck Elementary, G. W. Carver Elementary, North Edgecombe High and Phillips Middle Schools in the Estimated Amount of \$136,000.00 (One Hundred Thirty-Six Thousand Dollars)

**GOAL:** College Acceptance for All

**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

<b>DPI USE ONLY</b>
Approved By: _____
Date: _____

Date of Request: December 4, 2023

County: Edgecombe Contact Person: Dr. Andy Bryan  
 Address: 201 St. Andrews Street-PO Box 10, Tarboro, NC 27886 Title: Superintendent  
 LEA: Edgecombe County Public Schools (330) Phone: 252-641-2657  
 Address: 2311 North Main Street, Tarboro, NC 27886 Email: andrewbryan@ecps.us

Project Title: GW Bulluck Elementary (304) School-Roof Repair  
 Project Address: 3090 Bulluck School Road, Rocky Mounty NC 27801

Type of Facility: Elementary School

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Repair roof by replacing old shingles and any damaged wood underneath shingles. Project will begin early January 2024 and conclude by Mid-February 2024.

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement .....	\$	_____
New Construction – Addition(s) .....	\$	_____
Existing Construction – Facility Improvements .....	\$	_____
Existing Construction – Facility Repairs .....	\$30,000	_____
Existing Construction – Facility Renovations .....	\$	_____
<b>TOTAL .....</b>	<b>\$</b>	<b>_____</b>

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$30,000 \_\_\_\_\_ from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) Dr. Evelyn Alan Wilson (Date) 11-29-23  
 (Signature – Chair, Board of Education) \_\_\_\_\_ (Date) \_\_\_\_\_

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**CLEAR FORM**

**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

<b>DPI USE ONLY</b>
Approved By: _____
Date: _____

Date of Request: December 4, 2023

County: Edgecombe Contact Person: Dr. Andy Bryan  
 Address: 201 St. Andrews Street-PO Box 10, Tarboro, NC 27886 Title: Superintendent  
 LEA: Edgecombe County Public Schools (330) Phone: 252-641-2657  
 Address: 2311 North Main Street, Tarboro, NC 27886 Email: andrewbryan@ecps.us

Project Title: GW Carver Elementary (308) School-Roof Repair  
 Project Address: 700 East Hamlet Street, PO Box 48, Pinetops, NC 27864

Type of Facility: Elementary School

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Repair roof by replacing old shingles and any damaged wood underneath shingles. Project will begin early January 2024 and conclude by Mid-February 2024.

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement .....	\$	_____
New Construction – Addition(s) .....	\$	_____
Existing Construction – Facility Improvements .....	\$	_____
Existing Construction – Facility Repairs .....	\$25,000	_____
Existing Construction – Facility Renovations .....	\$	_____
<b>TOTAL .....</b>	<b>\$</b>	<b>_____</b>

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$25,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) \_\_\_\_\_ (Date) \_\_\_\_\_  
*Dr. Evelyn Shaw Wilson* \_\_\_\_\_  
 (Signature – Chair, Board of Education) \_\_\_\_\_ (Date) 11-29-23

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**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

<b>DPI USE ONLY</b>
Approved By: _____
Date: _____

Date of Request: December 4, 2023

County: <u>Edgecombe</u>	Contact Person: <u>Dr. Andy Bryan</u>
Address: <u>201 St. Andrews Street-PO Box 10, Tarboro, NC 27886</u>	Title: <u>Superintendent</u>
LEA: <u>Edgecombe County Public Schools (330)</u>	Phone: <u>252-641-2657</u>
Address: <u>2311 North Main Street, Tarboro, NC 27886</u>	Email: <u>andrewbryan@ecps.us</u>

Project Title: North Edgecombe High School-Roof Repair  
 Project Address: 7589 NC 33-NW, Tarboro, NC 27886

Type of Facility: High School

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Repair roof by replacing old shingles and any damaged wood underneath shingles. Project will begin early January 2024 and conclude by Mid-February 2024.

Estimated Costs:

Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement .....	\$ _____
New Construction – Addition(s) .....	\$ _____
Existing Construction – Facility Improvements .....	\$ _____
Existing Construction – Facility Repairs .....	\$ <u>43,000</u>
Existing Construction – Facility Renovations .....	\$ _____
<b>TOTAL .....</b>	<b>\$ _____</b>

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$43,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners)	(Date)
<u>Dr. Evelyn Shaw Wilson</u>	<u>11-29-23</u>
(Signature – Chair, Board of Education)	(Date)

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**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

<b>DPI USE ONLY</b>
Approved By: _____
Date: _____

Date of Request: December 4, 2023

County: Edgecombe Contact Person: Dr. Andy Bryan  
 Address: 201 St. Andrews Street-PO Box 10, Tarboro, NC 27886 Title: Superintendent  
 LEA: Edgecombe County Public Schools (330) Phone: 252-641-2657  
 Address: 2311 North Main Street, Tarboro, NC 27886 Email: andrewbryan@ecps.us

Project Title: Phillips Middle School (332) School-Roof Repair  
 Project Address: 4371 Battleboro-Leggett Road, Battleboro, NC 27809

Type of Facility: Middle School

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Repair roof by replacing old shingles and any damaged wood underneath shingles. Project will begin early January 2024 and conclude by Mid-February 2024.

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement .....	\$	_____
New Construction – Addition(s) .....	\$	_____
Existing Construction – Facility Improvements .....	\$	_____
Existing Construction – Facility Repairs .....	\$38,000	_____
Existing Construction – Facility Renovations .....	\$	_____
<b>TOTAL .....</b>	<b>\$</b>	<b>_____</b>

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$38,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) Dr. Evelyn Ann Wilson (Date) 11-29-23  
 (Signature – Chair, Board of Education) \_\_\_\_\_ (Date) \_\_\_\_\_

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# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *EE*  
**Date:** 12/1/23  
**Re:** Updated Memorandum Agreement with Cooperative Extension



Presented for your consideration is an updated Memorandum of Agreement with NC State University for Cooperative Extension. The MOA describes the nature of the relationship and our respective responsibilities for hosting and supporting Cooperative Extension here in our County. A summary of the changes from the previous agreement is provided. These changes are improvements in clarifying the provisions of the agreement, but there are no substantive changes to our relationship, roles, or responsibilities.

I recommend that you approve the MOA as presented.

**NC STATE**

**EXTENSION**

# **Memorandum of Agreement**

**Between**  
**The Board of County Commissioners**  
**Edgecombe County**  
**And**  
**North Carolina State University**

## **Preamble**

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

**Part I.**  
**NC State Extension will:**

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

**Part II.**  
**The Board of County Commissioners will:**

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

**Part III.**  
**NC State Extension and the Board of County Commissioners mutually agree:**

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

**(a) Establishing Accounts to Operationalize the Payroll Process.**

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

**(b) Employee Benefits.**

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.



**(c) Taxes and Fringe Benefits.**

i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:

1. Employer contributions to all applicable Federal and State taxes.
2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

**(d) Workers' Compensation** will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
  - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
  - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
    - i. All County Extension Directors and Extension Agents; and
    - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

**(e) Employee Separation**

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

**(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.**

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

**(g) Lock-In Provision**

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. **Salary Adjustments for Extension Employees under the Lock-In Provision.** The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,  
Cost-of-living adjustments (COLA),  
Merit adjustments,  
Bonuses (in any form conveyed), and  
Promotion, classification, market, or equity adjustments.

**Salary and Benefits.** Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

**2. County Increases in the Lock-In Provision**

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

*Part IV.*  
**DURATION, AMENDMENT, AND TERMINATION**

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Chairperson or Designee Board of County Commissioners  
Edgecombe County

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director  
North Carolina Cooperative Extension  
North Carolina State University

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dean  
College of Agriculture and Life Sciences  
North Carolina State University

Addendum Attached Executed \_\_\_\_\_

**NC STATE****EXTENSION****Addendum to Memorandum of Agreement  
Edgecombe County**

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Edgecombe County as of October 31, 2023.

<b>Position Title</b>	<b>Salary Percentage County</b>	<b>Salary Percentage NCSU</b>
County Extension Director – 4-H Youth Development	<b>49.6</b>	<b>50.4</b>
Program Assistant – 4-H Youth Development	<b>100</b>	<b>0</b>
Area Agent – Livestock (shared with Nash County)	<b>39.7</b>	<b>20.6</b>
Agent – Agriculture/Field Crops	<b>49</b>	<b>51</b>
Farm Worker Educator (grant funded)	<b>0</b>	<b>100</b>
Agent – Agriculture/Horticulture	<b>49.5</b>	<b>50.5</b>
Area Agent – Digital Skills (grant funded)	<b>0</b>	<b>100</b>
Agent – CRD (NC A & T funded)		<b>0</b>
Program Assistant - EFNEP	<b>24.7</b>	<b>75.3</b>
Area Agent – Family and Consumer Sciences (shared with Nash County)	<b>34.5</b>	<b>34.4</b>
Administrative Assistant	<b>65</b>	<b>35</b>

County Ag Add-On = .5

*Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.*

**Addendum to the Memorandum of Agreement  
Change to Payroll Arrangement for Edgecombe County**

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

**Non Lock-In Provisions of the Cooperative Arrangement**

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.
2. **Salary Adjustments for Extension Employees under the Non Lock-In Provision.** The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,  
Cost-of-living adjustments (COLA),  
Merit adjustments,  
Bonuses (in any form conveyed), and  
Promotion, classification, market, or equity adjustments.

**Salary and Benefits.** Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

**\_\_\_\_\_ Change from Lock-In Provision to Non Lock-in (formerly known as Send In)**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective \_\_\_\_\_ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

**Chairperson or Designee – Board of County Commissioners**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Director, North Carolina Cooperative Extension Service, NC State University or Designee**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Summary of Changes**  
**2006 Memorandum of Understanding**  
**2023 Memorandum of Agreement**  
**NC State Extension and Board of County Commissioners**

Changes are reflected in the 2023 MOA as follows:

Updated terms throughout the document:

- North Carolina Cooperative Extension Service (NCCES) - NC State Extension
- Memorandum of Understanding - Memorandum of Agreement
- Secretaries - COSS
- Extension – Cooperative Extension
- Send-In – Non Lock-In
- NCSU/NC A & T – NCSU
- SPA – SHRA
- State Retirement System - TSERS

**Part I, Page 3**

Item 5 – added the words “*salary splits*”

*Deleted: Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.*

Item 7 – added “postage”

*Deleted: Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.*

Item 8 – Added: *NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.*

Item 9 – Added: *Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.*

**Part II, Page 4**

No changes.

**Part III, Page 4**

Item 3 – Change “*applying*” to “*implementing*”

Item 4 – Added new item: *The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.*

Item 5 – Deleted: *Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.*

Item Deleted: That Extension employees will not be classified under a county classification system.

### **Part III, Page 5**

Item 7 – Remove Section 7.1 (refers to "Send-In")  
Section 7.2 remove references to "send-in", otherwise no changes to personnel procedures

### **Part III, Page 6**

Section 7(e) Deleted: *under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.*

Section 7(e) Added: *COSS Employee Handbook for County Operations Support Staff (COSS).*

Section 7(f) Added: *Increases must be entered in the current fiscal year.*

### **Part III, Page 7**

Added: *This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.*

Deleted: *Optional Lock-in Provision*

*This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.*

Sections 8.1 and 8.2 of MOU combined into 7(g) of MOA reflecting all Extension Employees rather than splitting SPA and EPA (terms no longer used)

Deleted: Section 8.3 and 8.3 Option A and Option B of MOU

**Part III, Page 8**

*Added: Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.*

*County Increases in the Lock-In Provision*

*The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.*

**Part IV, Page 8**

*Deleted: A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.*

*Added: The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.*

*Deleted:*

*Signature:*

*Administrator*

*North Carolina Cooperative Extension Program North Carolina A&T State University*

*Added:*

*Addendum Attached Executed \_\_\_\_\_*

*Addendum was added to the agreement to provide a mechanism for counties to "opt out" of Lock-In payroll arrangement in the initial signing of the MOA or at any time with a 120 day notice.*



# ATTACHMENT #9

## Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *EE*  
**Date:** 12/1/23  
**Re:** Use of State Funds to Health Dept. for Staff Retention



Our Health Department is receiving \$264,835 in funding from the NC Department of Health and Human Services through the Public Health Infrastructure: Local Workforce program. The intent of this program is to hire, support, and retain staff in local Health Departments.

Michelle Etheridge, our Health Director, is recommending we use these funds to help retain staff by providing a one-time bonus, which is an eligible use of the funds. Considering the increased turnover we've experienced in the Health Department in the last three years, I agree with her recommendation and believe this will help with retaining staff.

I recommend that you approve using these funds from the NC Department of Health and Human Services to provide a one-time bonus of \$1,000 for full-time staff and \$500 for part-time staff for staff members employed on or before June 20, 2023.

To: Eric Evans, County Manager

From: Michelle Etheridge, Health Director

*MBE*

Re: One-Time Bonus for Staff

Date: November 17, 2023

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Mr. Evans,

I am requesting to use state funds allocated to the Edgecombe County Health Department for employee growth and retention, to provide our current staff with a One-Time Retention Bonus. The agreement addendum is AA-117: Public Health Infrastructure: Local Workforce (GL: 125235-512100). This bonus would be for current staff employed with us on or before June 30, 2023. Full-time staff would receive \$1,000 and part-time staff would receive \$500. If possible, I would like to request the funds to be distributed to staff on January 30, 2024.

Thank you for your consideration,

Michelle Etheridge

# Division of Public Health Agreement Addendum FY 23-24

Edgecombe County Health Department, a Division  
of Edgecombe Human Services Agency  
**Local Health Department Legal Name**

Local and Community Support Section  
**DPH Section / Branch Name**

117 Public Health Infrastructure: Local Workforce  
Development  
**Activity Number and Description**

Stacie Turpin Saunders, 919-707-5101  
stacie.turpinsaunders@dhhs.nc.gov  
**DPH Program Contact**  
(name, phone number, and email)

06/01/2023 – 05/31/2024  
**Service Period**

**DPH Program Signature** **Date**  
(only required for a negotiable Agreement Addendum)

07/01/2023 – 06/30/2024  
**Payment Period**

- Original Agreement Addendum
- Agreement Addendum Revision # \_\_\_\_\_

**I. Background:**

The pandemic emphasized the critical importance of a robust public health system. Public health departments need to continue their response work, apply lessons learned, and prepare for future public health emergencies. The pandemic accentuated long-standing weaknesses and created new challenges to the public health infrastructure. This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

The Foundational Public Health Services (FPHS) framework was developed in 2013 to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community. These foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury. In addition to these foundational services, public health departments provide local protections and services unique to their community's needs.

Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community. (<https://phnci.org/uploads/resource-files/FPHS-Factsheet-2022.pdf>)

Health Director Signature (use blue ink or verifiable digital signature) \_\_\_\_\_ Date \_\_\_\_\_

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: _____ Phone and email address: _____
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Funding is distributed to each individual local health department based on county population, social vulnerability, and equity indices.

## II. **Purpose:**

This funding is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. This funding will support the foundational capabilities and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities will help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The scope of workforce investment to support these foundational capabilities is wide and includes hiring, retaining, supporting, and training the workforce. Short-term outcomes will include increased hiring, training, and improvement in operational processes. Long-term outcomes will include increasing the size of the public health workforce equipped with stronger foundational capabilities in order to better serve and protect the health of communities.

## III. **Scope of Work and Deliverables:**

To ensure local public health is prepared and capable to respond to the communities health needs and emerging health threats, the Local Health Department (LHD) will invest in workforce and resources to meet the foundational services areas and needs of their communities. The LHD is encouraged to utilize the North Carolina Institute for Public Health's LHD Regional Foundational Capabilities Gap Analysis reports to inform its workforce investment activities. Regional Foundational Capabilities Gap Analysis reports are available in the Smartsheet dashboard for this activity at

<https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

### 1. The LHD shall invest in one or more of these CDC-stated program areas:

- unw  
it's specialist  
position*
- a. **Recruit and hire new public health staff**, such as expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
  - b. **Retain public health staff**, such as by providing retention bonuses and creating opportunities for promotion.
  - c. **Support and sustain public health staff**, such as creating or strengthening workplace well-being and resilience programs, and creating or expanding workforce engagement.
  - d. **Train new and existing public health staff**, such as creating and expanding professional development opportunities.
  - e. **Strengthen public health workforce planning, systems, processes, and policies**, such as maintaining and upgrading human resources systems, creating or improving workforce data collection, and creating or revising policies to facilitate workforce development and management.

2. The LHD shall participate in an annual assessment conducted no later than March 31, 2024 by the North Carolina Institute of Public Health to evaluate progress in addressing Foundational Capabilities.

## IV. **Performance Measures / Reporting Requirements:**

1. In its first quarterly Performance Report, the LHD shall indicate its baseline number and type of current workforce positions as of June 1, 2023.
2. In each quarterly Performance Report, the LHD shall indicate in which of the CDC-stated program areas funds were invested and investment efforts including:
  - a. Number and type of positions hired

- b. Number and type of retention efforts
  - c. Number and type of staff support programs
  - d. Number and type of training opportunities
  - e. Number and type of workforce systems improvements
3. The LHD shall complete the following reports via the Smartsheet dashboard, at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.
- a. **Monthly Financial Reports:** The monthly financial report will report on the prior month to document expenditures. The first financial report is for June 2023 and is due by July 24, 2023.
  - b. **Quarterly Performance Reports:** The quarterly performance reports will report on the service quarters and by the deadlines as indicated below:
 

<u>Service Quarter</u>	<u>Report Submission Deadline</u>
June – August 2023	September 22, 2023
September – November 2023	December 22, 2023
December 2023 – February 2024	March 22, 2024
March – May 2024	June 24, 2024

**V. Performance Monitoring and Quality Assurance:**

The Local and Community Support Section's LHD Liaison will monitor the Local Health Department's performance by reviewing the financial reports monthly and the performance reports quarterly, as received from the LHD through Smartsheet.

If the LHD is deemed out of compliance with deliverables, the program staff shall provide technical assistance to support the LHD in meeting the deliverables.

As contracted for by the Division of Public Health (DPH), the North Carolina Institute of Public Health will conduct an annual foundational capabilities assessment of the LHD. The assessment results will be presented to the DPH Public Health Infrastructure leadership and to each LHD participating in the assessment.

**VI. Funding Guidelines or Restrictions:**

1. **Requirements for pass-through entities:** In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. **Frequency:** Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Funds may be used for reasonable program purposes including personnel, travel, supplies, and services.
3. Unallowable costs:
  - a. Research
  - b. Clinical care
  - c. Furniture or equipment
  - d. Publicity, propaganda, and lobbying:
    1. Other than for normal and recognized executive-legislative relationships, no funds may be used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
    3. See Additional Requirement (AR) 12 (<https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

FY24 - FAS  
federal award  
supplement

Activity Nbr + Name: 117

PH Infrastructure: Local Workforce Development

FAS Number + Revision: 1

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: 93.967

CDC's Collaboration with Academia to Strengthen Public Health

Is award RAD?: NO

FAIN: NE110E000015

IDC rate: n/a

Fed awd total amt: \$ 72,521,026

Fed award project description: Strengthening North Carolina's Public Health Infrastructure, Workforce, and Data Systems

Fed award date + awarding agency: 03-28-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UFI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UFI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYU13NC5	\$ 505,781	\$ 505,781	Jackson	X7YHNY6ZP574	\$ 172,192	\$ 172,192
Albemarle	WAAV551PMMK3	\$ 914,772	\$ 914,772	Johnston	SYGAGEFDHYR7	\$ 588,501	\$ 588,501
Alexander	XVEEJ3SNYUX9	\$ 150,127	\$ 150,127	Jones	HE3NNUUE27M7	\$ 124,467	\$ 124,467
Anson	PK8UYT5NJC3	\$ 171,798	\$ 171,798	Lee	F6ABUC99JKJ5	\$ 256,360	\$ 256,360
Appalachian	CD7BFHBBW539	\$ 373,100	\$ 373,100	Lenoir	QXUFL37VPGH6	\$ 286,057	\$ 286,057
Beaufort	RM15XFD4LXN6	\$ 201,741	\$ 201,741	Lincoln	UGGQGS5K8GJ5	\$ 227,415	\$ 227,415
Bladen	TLCTJWDJH1H9	\$ 205,550	\$ 205,550	Macon	LLPJ8C6N2LL3	\$ 128,315	\$ 128,315
Brunswick	MJBVKLNBNTJ5	\$ 410,434	\$ 410,434	Madison	YQ96F8BJYTJ9	\$ 89,997	\$ 89,997
Buncombe	W5TCDKMLHE69	\$ 684,061	\$ 684,061	MTW	ZKK5GNRNB8Y6	\$ 372,841	\$ 372,841
Burke	G855APCHL591	\$ 329,871	\$ 329,871	Mecklenburg	E215XL6BMM68	\$ -	\$ -
Cabarrus	RXD0NEJKJFU7	\$ 548,189	\$ 548,189	Montgomery	E782AJM3BFL3	\$ 176,233	\$ 176,233
Caldwell	HL4FGVJWGE97	\$ 254,518	\$ 254,518	Moore	HFNSK95FS7Z8	\$ 293,828	\$ 293,828
Carteret	UC6WJ2M0J358	\$ 213,412	\$ 213,412	Nash	NF58K566HQM7	\$ 340,209	\$ 340,209
Caswell	JDJ7Y7CGYC86	\$ 141,559	\$ 141,559	New Hanover	F7TLT2GMEJE1	\$ 591,276	\$ 591,276
Catawba	GYLNA9W1NFM1	\$ 453,371	\$ 453,371	Northampton	CRA2KCAL8BA4	\$ 153,426	\$ 153,426
Chatham	KE57QE2GV5F1	\$ 237,243	\$ 237,243	Onslow	EGE7NBXMSJS6	\$ 520,602	\$ 520,602
Cherokee	DCEGK6HA11M5	\$ 120,938	\$ 120,938	Orange	GFFMCH9XDA53	\$ 384,477	\$ 384,477
Clay	HVKLQVNNLXK7	\$ 52,981	\$ 52,981	Pamlico	FT59QFEAU344	\$ 105,329	\$ 105,329
Cleveland	WMMUYMPVL483	\$ 346,148	\$ 346,148	Pender	T11BE678U9P5	\$ 207,202	\$ 207,202
Columbus	V1UAJ4L87WQ7	\$ 264,924	\$ 264,924	Person	FQ8LFJGNABJ4	\$ 180,796	\$ 180,796
Craven	L7Z2U8L2Q214	\$ 344,667	\$ 344,667	Pitt	V2NPNKLF75R6	\$ 532,303	\$ 532,303
Cumberland	HALND8WJ3GN4	\$ 910,798	\$ 910,798	Polk	QZ6BZPGLX4Y9	\$ 95,259	\$ 95,259
Dare	ELV6JGB11QK6	\$ 109,623	\$ 109,623	Randolph	T3BLM1CVS9N5	\$ 447,563	\$ 447,563
Davidson	C9P5MDJC7KY7	\$ 489,625	\$ 489,625	Richmond	Q63FZNTJN3M4	\$ 247,284	\$ 247,284
Davie	L8MBGLHZV239	\$ 147,912	\$ 147,912	Robeson	LKBEJQFLAAK5	\$ 517,485	\$ 517,485
Duplin	KZNA4GK5262K3	\$ 294,886	\$ 294,886	Rockingham	KGCCCHJJZZ43	\$ 311,784	\$ 311,784
Durham	LJ5BA6U2HLM7	\$ 862,450	\$ 862,450	Rowan	GCB7UCV96NM6	\$ 434,537	\$ 434,537
Edgecombe	WAM4LX44AD17	\$ 264,835	\$ 264,835	Sampson	WRT9CSK1KJY5	\$ 295,150	\$ 295,150
Foothills	NGTEF2M08LL4	\$ 442,189	\$ 442,189	Scotland	FRVTUQ6CHM5	\$ 220,053	\$ 220,053
Forsyth	V6BGVQ67YPY5	\$ 1,008,877	\$ 1,008,877	Stanly	UB6MZUYP7C5	\$ 205,446	\$ 205,446
Franklin	FFKTRQCNM143	\$ 233,039	\$ 233,039	Stokes	W41TRA3MUNS1	\$ 139,484	\$ 139,484
Gaston	QKY9R8A8D5J6	\$ 595,762	\$ 595,762	Surry	FMKCTM24C9J8	\$ 270,785	\$ 270,785
Graham	L8NAVKQJTYN7	\$ 80,899	\$ 80,899	Swain	TAE3M92L4QR4	\$ 119,064	\$ 119,064
Granv-Vance	MGQJJK22EJB3	\$ 476,021	\$ 476,021	Toe River	JUA6GAUQ9UM1	\$ 171,351	\$ 171,351
Greene	VCU5LD71N9U3	\$ 194,586	\$ 194,586	Transylvania	W51VGHGM8945	\$ 110,442	\$ 110,442
Guilford	YBEQNGFJPMJ3	\$ 1,413,671	\$ 1,413,671	Union	LHMKBD4AGRJ5	\$ 568,902	\$ 568,902
Halifax	MRL8MYNJ3JY5	\$ 257,609	\$ 257,609	Wake	FTJ2M3PLM4J3	\$ -	\$ -
Harnett	JBD9V418X7	\$ 419,270	\$ 419,270	Warren	TLNAUSCNHSU5	\$ 162,048	\$ 162,048
Haywood	DQHZEVAV95G5	\$ 184,815	\$ 184,815	Wayne	DACFHCLQKMS1	\$ 439,155	\$ 439,155
Henderson	TG5AR81JLFQ5	\$ 334,192	\$ 334,192	Wilkes	M14KIKHY2NWR3	\$ 249,198	\$ 249,198
Hoke	C1GMSADARX51	\$ 244,104	\$ 244,104	Wilson	ME2DJHMVW55	\$ 337,939	\$ 337,939
Hyde	T2RSYN36MNS4	\$ 104,711	\$ 104,711	Yadkin	PLCDT7JFABB1	\$ 168,997	\$ 168,997
Iredell	XTNRLKJLA4S9	\$ 462,321	\$ 462,321	Yancey	L98MCHKCC2J8	\$ 96,682	\$ 96,682

UFI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.321

OPM v3 1-30-23 [en]

DPH-Aid-To-Counties


For Fiscal Year: 23/24


Budgetary Estimate Number : 0

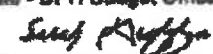
Activity 117	AA	1161 SGLH F8	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31			
Payment Period		07/01-06/30			
01 Alamance	*	505,781	\$0.00	505,781	505,781
D1 Albemarle	*	914,772	\$0.00	914,772	914,772
02 Alexander	*	150,127	\$0.00	150,127	150,127
04 Anson	*	171,798	\$0.00	171,798	171,798
D2 Appalachian	*	373,100	\$0.00	373,100	373,100
07 Beaufort	*	201,741	\$0.00	201,741	201,741
09 Bleden	*	205,550	\$0.00	205,550	205,550
10 Brunswick	*	410,434	\$0.00	410,434	410,434
11 Buncombe	*	684,061	\$0.00	684,061	684,061
12 Burke	*	329,871	\$0.00	329,871	329,871
13 Cabarrus	*	548,189	\$0.00	548,189	548,189
14 Caldwell	*	254,518	\$0.00	254,518	254,518
16 Carteret	*	213,412	\$0.00	213,412	213,412
17 Caswell	*	141,559	\$0.00	141,559	141,559
18 Catawba	*	453,371	\$0.00	453,371	453,371
19 Chatham	*	237,243	\$0.00	237,243	237,243
20 Cherokee	*	120,938	\$0.00	120,938	120,938
22 Clay	*	52,981	\$0.00	52,981	52,981
23 Cleveland	*	346,148	\$0.00	346,148	346,148
24 Columbus	*	264,924	\$0.00	264,924	264,924
25 Craven	*	344,667	\$0.00	344,667	344,667
26 Cumberland	*	910,798	\$0.00	910,798	910,798
28 Dars	*	109,623	\$0.00	109,623	109,623
29 Davidson	*	489,625	\$0.00	489,625	489,625
30 Davie	*	147,912	\$0.00	147,912	147,912
31 Duplin	*	294,886	\$0.00	294,886	294,886
32 Durham	*	862,450	\$0.00	862,450	862,450
33 Edgecombe	*	264,835	\$0.00	264,835	264,835
D7 Foothills	*	442,189	\$0.00	442,189	442,189
34 Forsyth	*	1,008,877	\$0.00	1,008,877	1,008,877
35 Franklin	*	233,039	\$0.00	233,039	233,039
36 Gaston	*	595,762	\$0.00	595,762	595,762
38 Graham	*	80,899	\$0.00	80,899	80,899
D3 Gran-Vance	*	476,021	\$0.00	476,021	476,021
40 Greene	*	194,586	\$0.00	194,586	194,586
41 Guilford	*	1,413,671	\$0.00	1,413,671	1,413,671
42 Halifax	*	257,609	\$0.00	257,609	257,609
43 Harnett	*	419,270	\$0.00	419,270	419,270
44 Haywood	*	184,815	\$0.00	184,815	184,815
45 Henderson	*	334,192	\$0.00	334,192	334,192
47 Hoke	*	244,104	\$0.00	244,104	244,104
48 Hyde	*	104,711	\$0.00	104,711	104,711
49 Iredell	*	462,321	\$0.00	462,321	462,321
50 Jackson	*	172,192	\$0.00	172,192	172,192
51 Johnston	*	588,501	\$0.00	588,501	588,501
52 Jones	*	124,467	\$0.00	124,467	124,467



53 Lee	"	256,360	\$0.00	256,360	256,360
54 Lenoir	"	286,057	\$0.00	286,057	286,057
55 Lincoln	"	227,415	\$0.00	227,415	227,415
56 Macon	"	128,315	\$0.00	128,315	128,315
57 Madison	"	89,997	\$0.00	89,997	89,997
D4 M-T-W	"	372,841	\$0.00	372,841	372,841
60 Mecklenburg	"	0	\$0.00	0	0
62 Montgomery	"	176,233	\$0.00	176,233	176,233
63 Moore	"	293,828	\$0.00	293,828	293,828
64 Nash	"	340,209	\$0.00	340,209	340,209
65 New Hanover	"	591,276	\$0.00	591,276	591,276
66 Northampton	"	153,426	\$0.00	153,426	153,426
67 Onslow	"	520,602	\$0.00	520,602	520,602
68 Orange	"	384,477	\$0.00	384,477	384,477
69 Pamlico	"	105,329	\$0.00	105,329	105,329
71 Pender	"	207,202	\$0.00	207,202	207,202
73 Person	"	180,796	\$0.00	180,796	180,796
74 Pitt	"	532,303	\$0.00	532,303	532,303
75 Polk	"	95,259	\$0.00	95,259	95,259
76 Randolph	"	447,563	\$0.00	447,563	447,563
77 Richmond	"	247,284	\$0.00	247,284	247,284
78 Robeson	"	517,485	\$0.00	517,485	517,485
79 Rockingham	"	311,784	\$0.00	311,784	311,784
80 Rowan	"	434,537	\$0.00	434,537	434,537
82 Sampson	"	295,150	\$0.00	295,150	295,150
83 Scotland	"	220,053	\$0.00	220,053	220,053
84 Stanly	"	205,446	\$0.00	205,446	205,446
85 Stokes	"	139,484	\$0.00	139,484	139,484
86 Surry	"	270,785	\$0.00	270,785	270,785
87 Swain	"	119,064	\$0.00	119,064	119,064
D6 Toe River	"	171,351	\$0.00	171,351	171,351
88 Transylvania	"	110,442	\$0.00	110,442	110,442
90 Union	"	568,902	\$0.00	568,902	568,902
92 Wake	"	0	\$0.00	0	0
93 Warren	"	162,048	\$0.00	162,048	162,048
96 Wayne	"	439,155	\$0.00	439,155	439,155
97 Wilkes	"	249,198	\$0.00	249,198	249,198
98 Wilson	"	337,939	\$0.00	337,939	337,939
99 Yadkin	"	168,997	\$0.00	168,997	168,997
00 Yancey	"	96,682	\$0.00	96,682	96,682
Totals		27,797,814	0	27,797,814	27,797,814

Sign and Date - DPH Program Administrator  
 03/24/23 | 2:09 PM EDT

Sign and Date - DPH Section Chief  
 Approved by:  03/29/23 | 2:48 PM EDT


Sign and Date - DPH Budget Office - ATC Coordinator  
 3/30/2023

Sign and Date - DPH Budget Officer  
 4/3/2023

SUMMARY OF RELEASES & AFTERLIST FOR THE MONTH OF OCTOBER 2023

<b>Total Annual Releases - 2023 Levy</b>	<b>\$</b>	<b>6,104.04</b>
<b>Total Annual Billing - 2023 Levy</b>	<b>\$</b>	<b>103,369.82</b>

Respectfully submitted,

*Tarasa M Lewis*   
Tax Administrator

After-List and Release Monthly Summary

**AFTER-LISTS 2023 LEVY**

	OCTOBER	Thru Current Month
REAL	\$ 8,464,167.00	\$ 2,715,339,441.00
PERSONAL	\$ 942,070.00	\$ 721,382,541.00
CO. WIDE	\$ 89,359.27	\$ 26,774,612.08
DOG	\$ -	\$ 6,166.00
FIRE DISTRICT	\$ 9,744.97	\$ 1,274,614.95
SOLID WASTE	\$ 1,702.10	\$ 1,021,317.14
CONETOE	\$ 4.78	\$ 33,383.23
MACCLESFIELD	\$ -	\$ 57,619.78
PINETOPS	\$ -	\$ 287,648.70
WHITAKERS	\$ 2.25	\$ 79,602.40
PRINCEVILLE	\$ -	\$ 225,567.51
SHARPSBURG	\$ -	\$ 47,201.60
LEGGETT	\$ -	\$ 10,186.87
SPEED	\$ -	\$ 12,378.91
DRAINAGE DIST	\$ -	\$ 36,423.09
PENALTY	\$ 2,556.45	\$ 64,617.32
GARNISHMENT	\$ -	\$ -
ADVERTISEMENT	\$ -	\$ -
GAP	\$ -	\$ 147,813.04
PUBLIC UTILITIES	\$ -	\$ 2,699,907.60
<b>TOTAL</b>	<b>\$ 103,369.82</b>	<b>\$ 32,779,240.42</b>

**RELEASES FOR BACK YEARS**

	2022	2021	2020	2019	2018	2017
REAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONAL	\$ 16,630.00	\$ 17,620.00	\$ 2,150.00	\$ 2,300.00	\$ 2,460.00	\$ 2,610.00
CO. WIDE	\$ 157.89	\$ 167.38	\$ 20.43	\$ 21.85	\$ 23.37	\$ 24.80
DOG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE DISTRICT	\$ 11.18	\$ 11.82	\$ 2.15	\$ 2.30	\$ 2.46	\$ 2.61
SOLID WASTE	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
CONETOE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINCEVILLE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SHARPSBURG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPEED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAINAGE DIST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARNISHMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADVERTISEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PENALTY	\$ 16.92	\$ 17.92	\$ 2.26	\$ 2.42	\$ 2.59	\$ 2.74
<b>TOTAL</b>	<b>\$ 436.09</b>	<b>\$ 447.13</b>	<b>\$ 124.84</b>	<b>\$ 126.57</b>	<b>\$ 128.42</b>	<b>\$ 130.15</b>

**RELEASES- 2023 LEVY**

	OCTOBER	Thru Current Month
REAL	\$ 393,889.00	\$ 2,229,638.00
PERSONAL	\$ 105,551.00	\$ 579,232.00
CO. WIDE	\$ 4,777.21	\$ 26,833.38
DOG	\$ -	\$ 10.00
FIRE DISTRICT	\$ 255.22	\$ 958.29
SOLID WASTE	\$ 750.00	\$ 2,150.00
CONETOE	\$ -	\$ -
MACCLESFIELD	\$ -	\$ -
PINETOPS	\$ -	\$ 776.39
WHITAKERS	\$ 319.37	\$ 443.06
PRINCEVILLE	\$ -	\$ 518.15
SHARPSBURG	\$ -	\$ -
LEGGETT	\$ -	\$ -
SPEED	\$ -	\$ -
DRAINAGE DIST	\$ -	\$ -
PENALTY	\$ 2.24	\$ 3,619.03
GARNISHMENT	\$ -	\$ -
ADVERTISEMENT	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 6,104.04</b>	<b>\$ 35,308.30</b>

	2016	2015	2014	2013		
REAL	\$ -	\$ -	\$ -	\$ -		
PERSONAL	\$ -	\$ -	\$ -	\$ -		
CO. WIDE	\$ -	\$ -	\$ -	\$ -		
DOG	\$ -	\$ -	\$ -	\$ -		
FIRE DISTRICT	\$ -	\$ -	\$ -	\$ -		
SOLID WASTE	\$ -	\$ -	\$ -	\$ -		
CONETOE	\$ -	\$ -	\$ -	\$ -		
PRINCEVILLE	\$ -	\$ -	\$ -	\$ -		
SHARPSBURG	\$ -	\$ -	\$ -	\$ -		
SPEED	\$ -	\$ -	\$ -	\$ -		
DRAINAGE DIST	\$ -	\$ -	\$ -	\$ -		
GARNISHMENT	\$ -	\$ -	\$ -	\$ -		
ADVERTISEMENT	\$ -	\$ -	\$ -	\$ -		
PENALTY	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ -	\$ -	\$ -	\$ -		

## Public Utilities & GAP Monthly Summary

### 2023 LEVY PUBLIC UTILITIES

	Sep-23	Fiscal
<b>Real</b>		
Personal	\$ 444,452,441.00	\$ 444,452,441.00
Co. Wide	\$ 2,500,758.52	\$ 2,500,758.52
Fire Districts	\$ 164,735.20	\$ 164,735.20
Conetoe	\$ 3,549.20	\$ 3,549.20
Princeville	\$ 8,779.00	\$ 8,779.00
Sharpsburg	\$ 3,503.55	\$ 3,503.55
Speed	\$ 610.81	\$ 610.81
Leggett	\$ 165.65	\$ 165.65
Pinetops	\$ 3,423.76	\$ 3,423.76
Macclesfield	\$ 4,076.47	\$ 4,076.47
Whitakers	\$ 10,305.64	\$ 10,305.64
<b>Total</b>	<b>\$ 2,699,907.80</b>	<b>\$ 2,699,907.80</b>

### 2023 LEVY GAPS

	Jul-23	Fiscal
<b>Real</b>		
Personal		\$ -
Co. Wide	\$ 135,739.05	\$ 135,739.05
Fire Districts	\$ 6,364.18	\$ 6,364.18
Conetoe	\$ 416.07	\$ 416.07
Princeville	\$ 2,578.79	\$ 2,578.79
Sharpsburg	\$ 359.51	\$ 359.51
Speed	\$ 36.59	\$ 36.59
Leggett	\$ 4.23	\$ 4.23
Pinetops	\$ 1,511.05	\$ 1,511.05
Macclesfield	\$ 387.45	\$ 387.45
Whitakers	\$ 416.12	\$ 416.12
<b>Total</b>	<b>\$ 147,813.04</b>	<b>\$ 147,813.04</b>

# MOTOR VEHICLES MONTHLY SUMMARY

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**2013-2010**

**PRIOR YR LEVY**

## MOTOR VEHICLES RELEASED

	Oct-23
Valuation	
County Wide Tax	
Fire Districts	
Municipalities	
Sticker Fees	
<b>Total</b>	<b>\$ -</b>

### Contracts for December 4, 2023 Commissioners Meeting

Vendor Name	Contract Amount	Service Description	Dept.
RL Architecture. PLLC	Original contract was for \$17,500; this adds \$307,950	The original contract was for the needs assessment and preliminary concept for our new animal shelter. The amendment will transition their work into full design, bid specifications, and contract oversight.	Maintenance
Production Painting and Decorating	\$101,950	Courthouse exterior repair, cleaning, and painting. This is a planned and budget project in our CIP for the current fiscal year.	Maintenance
ES&S Express Votes	\$89,785	For the replacement of ADA accessible voting machines. Approval for sole source procurement is needed since this vendor was vetted by the State Board of Elections and the only vendor for these machines in North Carolina.	Elections
Contracts Approved by the County Manager – For Information			
Cott Systems	\$37,750	Records scanning in the Register of Deeds Office	Register of Deeds

# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager  
**Date:** 11/27/2023  
**Re:** Animal Shelter – Architectural Design Agreement –  
Amendment No.1



---

Attached you will find Amendment No.1 to the Architectural Design Agreement in the amount of \$307,950.00.

The architect has presented a preliminary design and layout of the new Animal Shelter and our team has agreed on the layout that was presented.

This amendment will cover engineering, design, surveying, permitting, bidding and construction inspection & observation of the new Animal Shelter.

It is recommended that you approve the enclosed amendment as presented.

OFFICE OF THE COUNTY MANAGER



11.21.2023

Mr. Michael Matthews  
Assistant County Manager  
Edgecombe County, NC

RE: Architectural Design Agreement – Amendment #1

Mr. Matthews,

Thank you for the opportunity to submit this amendment to our Architectural Design Agreement for the Edgecombe County Animal Shelter project. We have completed the Schematic Design phase and this amendment will cover the completion of construction documents and construction estimate for the project.

Our scope of services will consist of construction documents and specifications for the project including, architectural, interiors, structural, plumbing, mechanical, and electrical engineering along with civil engineering. The plans and specifications will be ready for permit review and bidding.

Our scope of services also include assistance with bidding and GC selection, and construction observation. We understand the construction phase may be delayed for county budget approval or private party fundraising.

**Our fee structure for the scope of work above is as follows:**

Architectural Design, Building Engineering & Civil Engineering Design and Construction Documents, Bidding and Permit Submittal and Construction phase services as described above is based on the following:

Civil Engineering (and Sub-Consultants)	
A. Surveying (Boundary and Topo of Project Site Only)	\$ 9,775
B. Stream and Wetland Delineation	\$ 5,175
C. Geotechnical Evaluation for Footer and Pavement Design	\$ 9,800
D. Civil Site, Grading, Erosion Control, Complete in Every Detail)	\$ 32,700
E. Addressing Local Comments / Meetings	\$ 1,500
F. Minimum Required Landscape Plan	\$ 1,000
G. Construction Inspections and Certifications (Water and Sewer)	\$ 8,000
Architecture & Building Engineering	
Construction Documents & Specifications	\$ 210,000
Bidding & Permitting	\$ 6,000
Construction Observation	\$ 24,000
Total Fee	\$ 307,950

Reimbursable expenses include travel as needed, official review fees, permit fees, printing, mileage, delivery & postage if required at cost plus 10%. Billing will be monthly as the project progresses.

Thank you again, and I look forward to working with you.

Sincerely,  
RLArchitecture, pllc



Roger E. Layman, AIA, NCARB  
Fear Free Certified

Approved:

\_\_\_\_\_  
Leonard Wiggins, Chairman  
Board of Commissioners

Attest:

\_\_\_\_\_  
Frangie Mungo,  
Clerk to the Board

Pre-Audit Certificate:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Linda Barfield,  
Chief Financial Officer

90-4261-550041  
GL Line

General Conditions of Professional Services attached.

## General Conditions

### 1. AGREEMENT

This agreement shall be binding on RLArchitecture, pllc only when duly executed and returned to the offices of RLArchitecture, pllc, together with any retainer fees required, within a period of thirty (30) calendar days from the date of the Proposal.

### 2. INVOICES

RLArchitecture, pllc shall submit to the Client monthly invoices for services and Reimbursable Expenses, as that term is defined in the Proposal. The final invoice will be submitted within two (2) months following completion of Services. Client shall promptly make all payments due RLArchitecture, pllc for Services and Reimbursable Expenses within forty-five (45) calendar days of the invoice date. In addition, Client agrees to review invoices and report in writing all discrepancies or disputes to RLArchitecture, pllc within thirty (30) calendar days of the invoice date. An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. Client agrees to reimburse RLArchitecture, pllc for all court costs, collection service costs, disbursements and reasonable attorneys' fees incurred by RLArchitecture, pllc in the collection of any outstanding invoices.

### 3. OWNERSHIP

All reports, plans, specifications, calculations and other documents prepared by RLArchitecture, pllc as instruments of service shall remain the property of RLArchitecture, pllc. Client agrees that reuse of documents on extension of the Project or other projects is prohibited.

### 4. STANDARD OF CARE

Services provided by RLArchitecture, pllc under this Agreement will be performed in accordance with the Scope of Work agreed to, and in a manner consistent with that level of skill and competence ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. RLArchitecture, pllc makes no other express or implied representation, guarantee or warranty.

### 5. DELAYS

In the event the rendering of Services is interrupted due to causes beyond RLArchitecture, pllc's control, Client shall compensate RLArchitecture, pllc for labor and expenses incurred for the deactivation and subsequent reactivation of the Project at its prevailing Professional Services fee schedule. Delays in excess of forty-five (45) days shall be subject to the provisions of Article 7.

### 7. REMEDIES

If Client fails to make any payment when due to RLArchitecture, pllc for Services and/or Reimbursable Expenses, or in the event of a delay in excess of forty-five (45) days, or if Client breaches any provision of this Agreement, then RLArchitecture, pllc may, at its option, after giving seven (7) calendar days written notice to the Client, suspend the performing of Services to terminate this Agreement without recourse to RLArchitecture, pllc for any damages due to termination or suspension. In the event of termination or suspension, RLArchitecture, pllc shall be paid for all Services, performed to the date of termination or suspension based on standard hourly rates, Reimbursable Expenses, plus reasonable termination or suspension expenses. In the event the client terminates this agreement for failure to obtain required approval(s), or for breach by RLArchitecture, pllc, then no termination or suspension expenses shall be due, rendered.

### 8. LIMITATION OF LIABILITY

The Client agrees that RLArchitecture, pllc's financial responsibility for Professional Services and recommendations and for any and all injury, claims, losses, liabilities, expenses, or damages whatsoever arising out of or in any way relating to the Project from any cause or causes, including without limitation, negligence, errors, omissions, strict liability, breach of contract or warranty, shall not exceed the amount payable under this agreement. In addition, the Client agrees that to the fullest extent permitted by law, neither RLArchitecture, pllc nor its consultants, agents or employees shall be liable to the Client for any special, indirect or consequential damages whatsoever, whether caused by negligence, errors, omission, strict liability, breach of contract, warrants or any other cause or causes.

9. THIRD-PARTY EXCLUSIONS

Client shall, to the extent permitted by law, indemnify and hold harmless RLArchitecture, pllc and its consultants, agents, and employees from and against all claims, damages, losses, and expenses, liabilities, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys, arising out of or related to performance of Services.

10 INTEGRATION

The Client and RLArchitecture, pllc agree that modifications to the Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

11. SALES TAX

Should Federal and/or State regulations change to require sales tax be paid on professional services during the term of this agreement, the project budget shall automatically be increased by amount of sales tax to be paid.

12. CONSULTANT'S RESPONSIBILITY DURING CONSTRUCTION

It is understood and agreed that the Consultant has not constructive use of the Owner's site; has no control or authority over the means of construction; and therefore, has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the contractor. Notwithstanding the above, the Consultant has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is the Consultant's professional responsibility to take what the Consultant believes are prudent measures should the Consultant encounter situations that the Consultant believes create a danger to the public health, safety, or welfare. The Owner understands this situation and agrees to hold harmless and defend the Consultant from claims from the Consultant's exercises of professional responsibility in this regard.

Edgecombe County Animal Shelter  
Architectural Design Agreement  
Amendment #1  
11.21.2023

STATE OF NORTH CAROLINA

Edgecombe County Courthouse  
COUNTY OF EDGECOMBE

THIS CONSTRUCTION REPAIR AGREEMENT (this "Agreement") is made and entered into this the \_\_\_ day of December, 2023 by and between Edgecombe County ("Edgecombe County"), a political subdivision of the State of North Carolina, and Production Painting and Decorating, Inc., a North Carolina Corporation ("Contractor"), collectively, the "Parties."

WITNESSETH:

WHEREAS, Edgecombe County is the owner of that certain real property, including the improvements located thereon, known as the Edgecombe County Courthouse located at 301 St. Andrew Street, in Tarboro, NC and is a portion of the real property identified as Edgecombe County, Tax PIN 4738-44-5579-00 (Edgecombe County Courthouse); and

WHEREAS, it is necessary for Edgecombe County to exterior clean, repair wood, and paint the Edgecombe County Courthouse in Tarboro; and

WHEREAS, Edgecombe County solicited bids from several contractors to exterior clean, repair wood, and paint the Edgecombe County Courthouse and Contractor was the lowest, responsive, and responsible bidder with a bid amount of \$101,950.00 (the "Bid"). The Bid is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Edgecombe County, in accordance with its Financial Accounting Procedures Manual, by and through its County Manager, approved the terms of this Agreement for Contractor to begin the work contemplated by this Agreement immediately.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Contractor. Contractor represents that it is licensed and qualified to perform the Work (as hereafter defined). Contractor shall have and maintain all licenses and certifications required to perform any and all work associated with this Agreement. Edgecombe County reserves the right to review all licenses and certifications to ensure they are properly kept in good standing. Failure to maintain any required license or certification will constitute a breach of this Agreement and will result in the immediate termination of this Agreement.

Edgecombe County and Contractor shall be independent contractors, and nothing contained herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as being employees, agents, or principals of the other party hereto.

2. Scope of Work. The scope of work shall be that work needed to exterior clean, repair wood, and paint the Edgecombe County Courthouse and shall be the work identified and detailed on Exhibit B attached hereto and incorporated herein (the "Work"). By executing this Agreement, Contractor warrants that it has thoroughly investigated and considered the Work to be performed and has carefully considered how the Work should be performed under this Agreement as well as the estimated cost of performing the Work. Contractor acknowledges that it has inspected the Edgecombe County Courthouse prior to submitting the Bid and executing this Agreement.

3. Compensation. Edgecombe County shall pay invoices regarding Contractor's performance of the Work within 14 days of receipt subject to, however, that the total sum paid by Edgecombe County to Contractor for the Work, or any work performed in accordance with this Agreement or related in any way to the exterior cleaning, repairing of wood, and painting of the Edgecombe County Courthouse shall not exceed \$101,950.00 (the "Cap"). Edgecombe County shall not owe any amount in excess of the Cap to the Contractor for any work related to or arising out of the work contemplated by this Agreement unless the Parties mutually agree in writing executed by the County Manager. The Parties may enter into change orders related to the Work as may become necessary upon mutual written agreement executed by both parties.

4. Schedule and Performance of the Work. Contractor shall commence performing the Work in a professional and workmanlike manner in accordance with the terms of this Agreement upon receipt of an executed copy of this Agreement and shall perform all of the Work as expeditiously as is commercially reasonable. All work shall be subject to inspection by an Edgecombe County Inspector at any time. If Contractor fails to perform the Work as directed by this Agreement or fails to perform the Work in a manner satisfactory to Edgecombe County, Edgecombe County may have the Work performed by others and the cost of such work will be deducted from any amounts due Contractor under the terms of this Agreement.

5. Miscellaneous. This Agreement shall be construed and interpreted both as to validity and performance of the Parties in accordance with the laws of the State of North Carolina.

Venue of any action filed to enforce the terms of this Agreement shall be proper in Edgecombe County. No Party to this Agreement may assign or otherwise transfer any interest in this Agreement. This Agreement may be amended only by written agreement of the Parties. This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The Parties, and the persons executing this Agreement on behalf of the Parties, warrant that each has the authority to enter into and execute this Agreement. Contractor, and all subcontractors, shall comply with Article 2, Chapter 64 of the North Carolina General Statutes (the E-Verify program).

6. Termination. This Agreement may be terminated by either Party for any reason upon fifteen days' written notice to the other Party. If this Agreement is terminated by either party prior to the completion of the work contemplated herein, Edgecombe County shall pay any invoices for work performed prior to termination, but Edgecombe County shall owe no further obligation to Contractor. Without waiving its right to terminate this Agreement, either Party, at its sole discretion, give the other Party notice of any default in this Agreement and permit the defaulting Party to cure the default.

7. Notice. Any notice to either Party hereunder shall be in writing and sent by prepaid, first-class mail, or via email, to the person designated as follows:

If to Edgecombe County:

Eric Evans  
County Manager  
P.O. Box 10  
Tarboro, NC 27886

If to Contractor:

Donnell L. Rochelle, Jr.  
Production Painting and Decorating, Inc.  
8411 Garvey Drive, Suite 105  
Raleigh, NC 27616

8. Indemnification. Contractor shall indemnify and hold harmless Edgecombe County and its officers, commissioners, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act or failure to act of Contractor, its agents, directors, officers, subcontractors, or employees in this performance of the Work or arising in any way out of this Agreement.

9. Insurance. Contractor shall maintain limits of at least: \$1 million general liability; \$1 million bodily injury/\$2 million aggregate; \$1 million property damage per occurrence; auto liability of \$100,000 per claim, \$300,000 per incident; and workers compensation as required by North Carolina law.

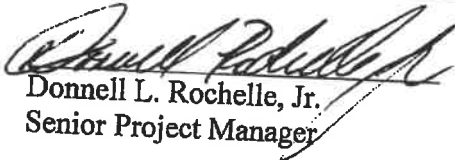
10. Conflicts of Interest. No employee of Edgecombe County and no member of the governing body of Edgecombe County shall have any financial interest, either direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with this Agreement. Immediate family members of employees or members of the governing body of Edgecombe County are similarly barred from having any financial interest in this Agreement.

[Signature page follows this page.]



IN WITNESS WHEREOF, the Parties executed and entered into this Agreement as of the date first written above.

**Production Painting and Decorating, Inc.**

  
Donnell L. Rochelle, Jr.  
Senior Project Manager

**Edgecombe County**

\_\_\_\_\_  
Leonard Wiggins,  
Chairman, Board of Commissioners

**Attest**

\_\_\_\_\_  
Frangie Mungo,  
Clerk to the Board

**Pre-Audit Certificate**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Linda Barfield,  
Chief Finance Officer

**GL - 10-4260-550000**

EXHIBIT A  
CONTRACTOR BID

COST PROPOSAL SHEET

1. Cleaning/Power washing	\$ <u>10,950</u>
2. Wood Replacement	\$ <u>5,500</u>
3. Painting	\$ <u>85,500</u>

Total Bid: \$ 101,950

Production Painting & Dec.  
Company Name

Daniel Richards Jr  
Signature

11/20/23  
Date

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **Cleaning**

- Power wash and chemically clean entire courthouse, to include:
  - All windows must be cleaned.
  - All walls must be cleaned.
  - All sidewalks must be cleaned.
  - All steps must be cleaned.
  - The clock tower must be cleaned.
  - Brick walls around the courthouse must be cleaned.

#### **Wood Replacement**

- Replace any damaged woodwork including rails and balusters above the front door of courthouse. All wood that is replaced must match existing.

#### **Surface Prep**

- All surfaces must be prepped according to the industry standards that are stated in the paint specifications.

#### **Painting**

- All currently painted surfaces must be primed and painted with a minimum of two coats of specified products.

#### **Specified products**

- The contractor must use Benjamin-Moore paint. For reference, see attached Benjamin-Moore Paint Specifications Guide. Edgecombe County requires the use of Benjamin-Moore paint because in its experience it is the only paint that will provide exceptional coverage and durability.



**Benjamin Moore®**

**PAINT SPECIFICATIONS**  
Edgecombe County Courthouse

301 St Andrews St  
Tarboro, NC 27886

Sep 25, 2023



Prepared by  
Ed Giunco  
Benjamin Moore Territory Rep  
919-412-3234  
[edward.giunco@benjaminmoore.com](mailto:edward.giunco@benjaminmoore.com)



**Benjamin Moore®**  
VOC REGULATIONS

Benjamin Moore is committed to developing environmentally responsible products that meet and exceed the strictest industry standards while delivering the outstanding performance your clients expect. Benjamin Moore offers a wide range of premium low-VOC products, including our innovative, zero-VOC Genmax® Color Technology colorant system.

# NORTH AMERICAN VOC REGULATIONS

**NATIONAL AIM RULE**  
NATIONAL ARCHITECTURAL & INDUSTRIAL MAINTENANCE RULE

INTENDED USE	VOC (g/L)
Flat Coatings	250
Industrial Maintenance	450
High Heat Industrial Maintenance	420
Metallic Pigmented	500
Non-Flat Coatings	380
Non-Flat High Gloss	N/A
Waterproofing Sealers	700

*Note: Implementation of future National AIM rule has not been established. However, the states of Ohio, Illinois, and Indiana have already adopted rules that parallel the OTC Phase I limits. Colorado has adopted a rule that parallels the OTC Phase II limits effective (5/1/2020).*

**OTC**  
OZONE TRANSPORT COMMITTEE

INTENDED USE	PHASE I VOC (g/L)	PHASE II VOC (g/L)
Flat Coatings	100	50
Industrial Maintenance	340	250
High Heat Industrial Maintenance	420	420
Metallic Pigmented	500	N/A
Metallic Pigmented (excludes Zinc)	N/A	500
Non-Flat Coatings	150	100
Non-Flat High Gloss	250	150
Waterproofing Sealers	400	100
Floor Coatings	250	100
Zinc-Rich Primer	N/A	340
Dry Fall	N/A	150

*Note: The OTC Phase II Model rule follows the CARB 2007 SCM limits. OTC States have begun implementation of OTC Phase II. States include (listed effective compliance date): Maryland (1/1/2017), Delaware (3/1/2017), Connecticut (5/1/2018), Rhode Island (1/1/2020), and New York (enforcement discretion - VOC limits in effect 1/1/2022). The Virginia cities/counties of Alexandria, Arlington, Charles City, Chantlerfield, Colonial Heights, Fairfax, Falls Church, Fredericksburg, Hanover, Henrico, Hopewell, Loudan, Manassas, Manassas Park, Petersburg, Prince George, Prince William, Richmond, Spotsylvania, and Stafford follow OTC Phase I rules.*

**LADCO**  
LAKE MICHIGAN AIR DIRECTORS CONSORTIUM

INTENDED USE	AIM VOC (g/L)	OTC PHASE I VOC (g/L)
Flat Coatings	250	100
Industrial Maintenance	450	340
High Heat Industrial Maintenance	420	420
Metallic Pigmented	500	500
Non-Flat Coatings	380	150
Non-Flat High Gloss	N/A	250
Waterproofing Sealers	700	400
Floor Coatings	N/A	250

*Note: LADCO includes the states of Illinois, Indiana, Michigan, Wisconsin, and Ohio. Illinois, Indiana, and Ohio have adopted rules that parallel the OTC Phase I limits. Wisconsin and Michigan default to the National AIM rule limits.*

**CARB**  
CALIFORNIA AIR RESOURCES BOARD

INTENDED USE	2002 SCM VOC (g/L)	2007 SCM VOC (g/L)	2019 SCM VOC (g/L)
Flat Coatings	100	50	50
Industrial Maintenance	340	250	250
High Heat Industrial Maintenance	420	420	420
Metallic Pigmented (excludes Zinc)	N/A	500	500
Non-Flat Coatings	150	100	50
Non-Flat High Gloss	250	150	50
Concrete/ Masonry Sealers	400	100	100
Floor Coatings	250	100	50
Zinc-Rich Primer	N/A	340	340
Dry Fall	N/A	150	50

*Note: California has the most stringent VOC limits for coatings, which can be broken down into four applicable rules: AIM, CARB 2002 SCM, CARB 2007 SCM, and SCAQMD. The lower limits for the CARB 2019 SCM are effective 1/1/2022. Colorado and the Utah counties of Box Elder, Cache, Davis, Salt Lake, Tooele, Utah, and Weber parallel the CARB 2007 SCM limits.*


**SCAQMD**  
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

INTENDED USE	VOC (g/L)
Flat Coatings	50
Industrial Maintenance	100
High Heat Industrial Maintenance	420
Metallic Pigmented (excludes Zinc)	150
Non-Flat Coatings	50
Waterproofing Sealers	100
Floor Coatings	50
Zinc-Rich Primer	100
Dry Fall	50

**CANADA AIM RULE**  
ARCHITECTURAL AND INDUSTRIAL MAINTENANCE RULE

INTENDED USE	VOC (g/L)
Flat Coatings	100
Industrial Maintenance	340
High Heat Industrial Maintenance	420
Metallic Pigmented	500
Non-Flat Coatings	150
Non-Flat High Gloss	250
Waterproofing Sealers	400
Floor Coatings	250

SCAN QR CODE FOR BENJAMIN MOORE PAINTS THAT QUALIFY FOR LEED v4 CREDIT





**Benjamin Moore®**  
**SURFACE PREPARATION**

**IMPORTANT:** The fundamental surface preparation guidelines contained herein are general. All products recommendations refer to the product label and Technical Data Sheet for the surface preparation and application requirements of any specific product, which supersedes the information contained herein. It is the Painting Contractor's responsibility to read and follow all label and technical data, directions and information and all safety requirements from the manufacturer of the products being used. Please consult with your Benjamin Moore's Architecture & Design Representative, Territory Representative, or authorized retailer for the recommended coating systems for the particular substrates and service environments of your project.

## SURFACE PREPARATION FUNDAMENTALS

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

1. Product selection, surface preparation, and application methods affect coating performance. Improperly prepared surfaces will reduce the integrity and service life of a coating. Selecting the appropriate products and implementation of proper surface preparation methods ensures coating adhesion to the substrate and prolongs the service life of the coating system. The proper method of surface preparation depends on the substrate, the environment, and the selection of surface preparation methods. The optimal curing conditions for most coatings is 77° F (25° C) or 50% Relative Humidity. Review the product manufacturer's Technical Data Sheet (TDS) and special instructions for surface preparation, application, temperature constraints, service environment recommendations, re-coat times, and product limitations.
2. Surfaces to be painted must be clean, dry, and in sound condition, free of dirt, dust, rust, grease, oil, soap, wax, loose or scaling paint, water soluble materials, and mildew. Remove oil, dust, dirt, loose rust, or other contamination to ensure good adhesion. Remove any pooling or staining paint, and sand these areas to feather edges smooth with adjacent surfaces. Glossy surfaces must be dulled by lightly sanding. Completely remove sanding dust before paint application. Drywall surfaces must be free of sanding dust. Unweathered exterior areas such as eaves, ceilings, and overhangs should be washed with a detergent solution and/or rinsed with a strong stream of water to remove contaminants that can interfere with proper adhesion. Wax should be removed by hand sanding vigorously or by conscientious power tool cleaning. Remove loose, flaking paint by scraping. Feather sand rough edges to insure a smooth finish coat. Dirt and chalk should be removed by power washing or hand scrubbing with an abrasive cleaner and water, or an all-purpose cleaner such as Benjamin Moore Clean Multi-Purpose Cleaner (H318) followed by a clean water rinse.  
**Previously Painted Surfaces:** any surface preparation short of total removal of the old coating may compromise the service length of the system. Measure adhesion by applying the specified coating system to the substrate, covering at least 2 to 3 square feet. Allow the coating to dry one week before administering the adhesion test per ASTM D3359. If the coating system is determined to be incompatible, complete removal of the old coating is required per ASTM D-755.
3. **Mildew:** Test for mildew by applying a solution of household bleach and water to any discolored areas; if discoloration dissolves and rinses away, mildew is present and the entire area to be coated should be thoroughly washed and rinsed with a solution of one-part liquid household bleach and three-part water. Follow bleach manufacturer's instructions for safe handling and use of bleach solution. Protect plant life around the structure. Rinse and repeat operation if all discoloration is not removed. Allow surfaces to dry 48 hours before painting. (Note: Bleach solutions may damage or discolor existing coatings.)
4. **Primer:** New surfaces should be fully primed, and previously painted surfaces may be primed or spot-primed, as necessary. Spot-prime with premium quality primer before and after filling nail holes, cracks, and other surface imperfections. For best hiding results, tint primer to the approximate shade of the finish coat, especially when a significant color change is desired. Certain custom colors require a Deep Color Base Primer tinted to the approximate shade of the finish coat. Consult your paint retailer.  
**Dark and Satinized Colors:** For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. (NOTE: Be advised that surface abrasions and scuff marks may be more obvious and/or appear "chalky" in very dark colors, such as black, in a Matte or Flat finish. For very dark colors, consider a Satin or Eggshell sheen instead.)  
**Difficult Substrates:** Benjamin Moore® offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® Architecture & Design Representative can recommend the right problem-solving primer for your specific needs.
5. **Gypsum Board & Plaster:** Repair cracks, holes and other surface defects with setting-type joint compound to produce surface flush with adjacent undamaged surfaces and free of voids. Apply as many coats of joint compound as needed to provide a crack-free surface with no visible edge joints. Use special care to provide a smooth surface free of irregularities in areas exposed to sharply angled or critical lighting. It is important to equalize the varying porosity of the joint compound and the paper surface of the gypsum board by applying a high-quality acrylic primer, such as Fresh Start® High-Hiding All Purpose Primer (046), Ultra Spec® 500 Interior Latex Primer (NS34), or Aqua Lock® Plus 100% Acrylic Primer Sealer (AQ-0XXX), or by skim-coating the entire surface of the gypsum board, followed by prime coat.  
New plaster surfaces must be allowed to cure 30 days before applying base coat. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface, knife off any protrusions and prime plaster before and after applying patching compound. Prime with Fresh Start® High-Hiding All Purpose Primer (046), Ultra Spec® 500 Interior Latex Primer (NS34), Ultra Spec® Masonry Interior/Exterior 100% Acrylic Sealer (608), or Aqua Lock® Plus 100% Acrylic Primer Sealer (AQ-0XXX).
6. **Masonry:** New masonry surfaces must be allowed to cure 30 days before applying base coat. For masonry that has been allowed to cure for a minimum of 7 days under normal drying conditions and has a pH of 11 or less may be sealed with Ultra Spec® Masonry Interior/Exterior 100% Acrylic Masonry Sealer (608) or Ultra Spec® Interior/Exterior Acrylic High-Build Masonry Primer (609) prior to finishing.  
**Rough or Pitted, Cinder Block:** All surfaces must be thoroughly brushed with stiff fiber bristles to remove loose particles. Prime with Ultra Spec® Masonry Interior/Exterior High-Build Block Filler (577).  
**Weathered and Unpainted, Soft with Age (Including Unglazed Brick):** Remove any loose, sandy masonry by dry brushing. Prime with Ultra Spec® Masonry Interior/Exterior 100% Acrylic Masonry Sealer (608).
7. **Concrete- Vertical (Tilt-Up, Smooth Poured or Pre-Cast, Stucco):** Concrete surfaces should cure for a minimum of 28 days. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds. Remove any powder or loose particles. In the event form oils or waxes are present, a thorough washing with (V600) Corotech Oil & Grease Emulsifier followed by sand blasting will be necessary to ensure good adhesion. The presence of form release agents and laitance deposits must be taken into consideration prior to painting new concrete surfaces. In the event form oils or waxes are present, a thorough washing with (V600) Corotech Oil & Grease Emulsifier followed by sand blasting will be necessary to ensure good adhesion. Prime with Ultra Spec® Masonry Interior/Exterior 100% Acrylic Masonry Sealer (608) or Ultra Spec® Interior/Exterior Acrylic High-Build Masonry Primer (609) prior to finishing.  
Laitance is a weak slurry of water and cement brought to the surface by over-trowling of concrete floors, or by vibrators used to displace air in fresh concrete. It also may bridge air holes, which when coated can soon disintegrate and leave uncoated voids. Laitance must be removed by wire-brushing or brush-blasting. Acid etching using a solution of 1 part Corotech Concrete Etch (V620) mixed with 3 parts water can be used to remove laitance and open the pores, allowing good coating penetration.



## SURFACE PREPARATION FUNDAMENTALS (cont.)

- 8. Concrete- Horizontal (Floors, Driveways, Walkways):** Proper surface preparation is essential for adhesion of floor coatings. Sweep all dirt and trash from the surface. Scrub floor with a stiff brush and strong detergent solution to remove all dirt, grease, oil, release agents, curing compounds, concrete hardeners, laitance, and other contaminants. Scrub grout and oil spots with Corotech Oil & Grease Emulsifier (V600). Scrub the floor a section at a time (10' by 10') and thoroughly rinse each section before moving on. Once the entire floor is clean, rinse the floor a section at a time completely. Use a squeegee, if necessary, to remove ponded water.
- Previously Painted Surfaces:** Test existing paint for adhesion and coating compatibility so lifting of the old finish does not occur. (NOTE: Xylene coatings, such as INSL-X or Tuffcrete, solvent Acrylic Waterproofing Concrete Stain CST-XXXX, should only be applied over other Xylene coatings. Xylene will lift coating performance or appearance. Loose or damaged concrete and cracks must be filled with a suitable concrete-based patching material. Remove all loose materials and dust. Remove loose or peeling paint by sanding and scraping. Feather the edges to attain a smooth look to the finish coat. Test the remaining paint for adhesion. Cut an X in the paint with a single edge razor blade. Apply duct tape firmly to the floor directly over the X. Remove the duct tape with one quick pull. If more than 25% of the paint at the X is removed, it is recommended that all existing paint be removed.
- New or Unpainted Surfaces:** Allow new concrete to cure for a minimum of 30 days. Loose or damaged concrete and cracks must be filled with a suitable concrete based patching material. Be sure to smooth the patch completely. Allow to dry in accordance with the manufacturer's instructions. Remove all loose materials and dust. All bare concrete floors need to be roughened to insure good adhesion. Mechanical abrasion methods such as grinding are recommended. Acid etching with a concrete etching solution such as Corotech Concrete Etch (V620), or a 10% muriatic acid solution to open and roughen the surface enough to assure good adhesion and to neutralize the alkali salts may also be done. When acid etching, follow the manufacturer's instructions and safety precautions. Be sure to protect your eyes (goggles) and skin (rubber gloves and boots) while preparing and using any acid solution. Remove all acid according to instructions on the etching solution package. After roughening the concrete, thoroughly rinse the floor with clean water and allow to dry thoroughly (at least 24 hours). Check for dryness using a moisture meter specific to masonry surfaces (2% moisture content or less) or ASTM D-4253 Plastic Sheet Test. Tape down a clear piece of plastic to the concrete floor for 24-48 hours. If moisture collects under the plastic or ASTM D-4253 the moisture/vapor transmission is too high to accept a coating and will need additional drying time. The floor should have a roughened look, similar to 80 grit sandpaper. Please consult Technical Assistance for other surface preparations or for use in severe environments.
- 9. Exterior Wood Surfaces:** Most adhesion failures on wood are caused by water or water vapor entrapped in the substrate. Pro-priming of wood surfaces before fabrication substantially reduces paint adhesion failures. Smooth planed clapboards or siding must be sanded thoroughly to break the "mill glaze" to allow proper penetration and adhesion. Wood siding, trim, sash, framing, and similar surfaces that exhibit blistering, peeling, or scaling must be cleaned to a sound substrate by appropriate means. Exposed wood should be spot-primed with a Fresh Start® exterior primer before applying an overall coat of primer. Medium to heavy chalk deposits must be removed using high-pressure power washing. If mildew is present, N310 Multi-Purpose Cleaner should be added to the water according to label instructions. Un-weathered exterior areas such as eaves, ceilings, and overhangs should be washed with a detergent solution and/or rinsed with a strong stream of water from a garden hose to remove contaminants that can interfere with proper adhesion. Prevention of Future Issues: Chronic peeling and scaling may be overcome by venting clapboard siding with proper adhesion. Exhaust fans in the laundry room and bathrooms. Peeling around window and door frames can frequently be eliminated by caulking. Damp basements can also contribute to the absorption of water in wood substrates, which is frequently the result of drainage around the foundation.
- Surface Preparation for Stain**
- New Wood:** Smooth planed wood siding, trim, or deck boards must be sanded thoroughly or treated with Benjamin Moore® Brighten, Brightener & Neutralizer (317) to break the "mill glaze" and allow proper penetration and adhesion. After prep is complete, test for penetration by applying a few drops of water to the dry substrate. If the water does not quickly penetrate, repeat prep or consult your Benjamin Moore® retailer.
- Weathered Wood:** Prior to staining, weathered wood must be treated with Benjamin Moore® Restore, for Gray & Weathered Wood (N316), following label directions, until a sound surface is obtained (loose or damaged wood fibers removed).
- Previously Stained Surfaces:** This product can also be applied to surfaces previously stained with a transparent stain that is weathered but is not flaking or peeling. Remove contaminants or chalky residue from weathered stained surfaces by washing with Benjamin Moore® Clean, Multi-Purpose Cleaner (N318) and allow to dry thoroughly. If the existing stain is flaking or peeling it should be removed prior to staining. Existing paint, stain or sealer can be removed by sanding with an On Floor machine or using Benjamin Moore® Remove, Finish Remover (315).
- Unweathered areas such as eaves, ceilings, overhangs or protected wall areas must be washed with Benjamin Moore® Clean (N318) and rinsed with a strong stream from a garden hose to remove surface soils that can interfere with proper adhesion.**
- Mildew:** Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (N318) prior to coating the surface.
- 10. Steel and Ferrous Metal Surfaces:** The performance of any coating system is directly dependent upon the degree of surface preparation employed. All direct to metal coatings provide maximum performance over near white metal blasted surfaces (SSPC-SP 10). There are, however, situations and cost considerations that may prevent this type of surface preparation from being done. Corotech® Industrial Coatings have been designed to provide protection over less than ideal surfaces. Removal of all contaminants should be completed in accordance with SSPC-SP 1 using Corotech® V600 Oil & Grease Emulsifier (SSPC-SP 6). The steel profile after the blast should be 1-2 mils and be jagged in nature. Surfaces must be free of grit dust. The coating should be applied as soon as possible after the blast in order to prevent flash rusting or surface contamination. Hand tool cleaning (SSPC-SP 2) or power tool cleaning (SSPC-SP 3) can be used if blasting is not possible. In areas where adequate surface preparation is not possible the use of V185 100% Solids Epoxy Pre-Primer is recommended.
- 11. Galvanized Metal Surfaces:** Standard paint systems such as oil or alkyd-based coatings or primers should not be applied directly on new galvanized metal; oil and zinc have a reaction when in contact. Coating zinc soap (a process known as fat-saponification), which causes the coating to peel. New galvanized metal that has been exposed to the environment may be successfully coated. First, thoroughly clean the new, galvanized metal surface with (V600) Corotech® Oil & Grease Emulsifier, then prime with Corotech® Acrylic Metal Primer (V110) or Ultra Spec Acrylic Metal Primer (HF04). Top-coating may be accomplished with most conventional solvent and water-thinned coatings. Weathered galvanized metal siding covered with "white rust" must be thoroughly cleaned by wire brushing or sanding.
- 12. Aluminum and Non-Ferrous Metal Surfaces:** Bare aluminum surfaces exposed to normal environments will eventually develop a dull, darkened appearance. In a heavy industrial or salt air environment, extensive pitting and surface corrosion will develop. Non-corroded surfaces should be abraded or rubbed with the steel wool, then aggressively cleaned with xylene or (V600) Corotech® Oil & Grease Emulsifier to remove deposits of dirt, grease, and steel wool dust. Pitted and corroded surfaces should be sanded, then wiped clean with xylene. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion.
- 13. Existing Metal (Corroded):** Use Corotech® Rust Arrestor (V180) on tight adhering rusted steel surfaces such as structural steel, angle iron, conveyors, pipes, valves, fittings, duct work, fences, guard rails, wrought iron, grating, equipment, outdoor sign supports and frame-work, tanks, etc. V180 can be top coated with latex, alkyd, urethane, or epoxy finishes. Rust Arrestor chemically transforms rust, halting the corrosion process and enabling the surface to accept a topcoat. Tight adhering rust must be present on the surface to be primed or the rust conversion process will not occur. If Corotech® Rust Arrestor turns black (usually within 30 minutes) the conversion process was successful and a top-coat can be applied in 4 to 6 hours. If Corotech® Rust Arrestor does not turn black, allow a minimum of 24 hours dry time before top-coating or "bleeding" may occur. Not intended for use on non-rusted surfaces.

## APPLICATION- GENERAL

- A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- B. Do not apply to wet or damp surfaces.
1. Allow new concrete or masonry to age for a minimum of 30 days, or follow manufacturer's procedures to apply appropriate coatings prior to 30 days.
  2. Test new concrete for moisture content.
  3. Wait until wood is fully dry.
- C. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thin, brush marks, roller marks, orange-peel, or other application imperfections are not permitted. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- D. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- E. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).
- F. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- G. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
- H. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.
- I. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- J. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.



**Benjamin Moore®**

PAINT SPECIFICATIONS  
**EXTERIOR**

**IMPORTANT:** The specifications contained herein are provided as an aid to the professionally qualified Specifier and Design Professional. The use of this information is solely on the professional judgment and expertise of the qualified Specifier and Design Professional to adapt the information to the specific needs for the Building Owner and the Project, to coordinate with their Construction Document Process, and to meet all the applicable building codes, regulations and laws.

**EXTERIOR PAINT SYSTEMS**

SUBSTRATE: Wood Siding, Smooth Wood, Wood Trim- Paint		LOCATION:
COLOR: Sandy Brown (1046) LRV: 52		Clock Tower, Front Entrance Way, Wood Soffit's, door frames and Wooden window frames
OPTION 1	1 <sup>ST</sup> COAT/ PRIMER	Primer Optional: Fresh Start Deck & Siding Primer (094); WFT: 3.0 - 3.6 mils/ DFT: 1.7 - 2.0 mils; VOC: 343 g/L
	2 <sup>ND</sup> COAT	Ultra Spec Exterior Low Lustre (N455); WFT: 3.9 mils/ DFT: 1.3 mils; VOC: 44.1 g/L
	3 <sup>RD</sup> COAT	Ultra Spec Exterior Low Lustre (N455); WFT: 3.9 mils/ DFT: 1.3 mils; VOC: 44.1 g/L
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	N/A
	2 <sup>ND</sup> COAT	N/A
	3 <sup>RD</sup> COAT	N/A

SUBSTRATE: Metal (Ferrous)		LOCATION:
COLOR: Sandy Brown (1046) LRV: 52		Metal Doors, Metal Door Frames, Metal Window pane frames, Metal Window Handrails,
OPTION 1	1 <sup>ST</sup> COAT/ PRIMER	Corotech Prep All Universal Alkyd Primer (V132); WFT: 3.6 - 4.6 mils/ DFT: 1.8 - 2.3 mils; VOC: 393 g/L
	2 <sup>ND</sup> COAT	Super Spec HP DTM Alkyd Enamel Low Lustre (P23); WFT: 4.0 mils/ DFT: 2.1 mils; VOC: 370 g/L
	3 <sup>RD</sup> COAT	Super Spec HP DTM Alkyd Enamel Low Lustre (P23); WFT: 4.0 mils/ DFT: 2.1 mils; VOC: 370 g/L
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	N/A
	2 <sup>ND</sup> COAT	N/A
	3 <sup>RD</sup> COAT	N/A

SUBSTRATE: Concrete- Walkway, Pavers, Patio, Steps, Floor		LOCATION:
COLOR: Ready Made Safety Yellow		Concrete Light post bases, Safety Bollards
OPTION 1	1 <sup>ST</sup> COAT/ PRIMER	Primer Optional
	2 <sup>ND</sup> COAT	Corotech COMMAND Waterborne Acrylic Urethane Satin (V392); WFT: 3.5 - 4.7 mils/ DFT: 1.4 - 1.9 mils; VOC: 138 g/L
	3 <sup>RD</sup> COAT	Corotech COMMAND Waterborne Acrylic Urethane Satin (V392); WFT: 3.5 - 4.7 mils/ DFT: 1.4 - 1.9 mils; VOC: 138 g/L
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	N/A
	2 <sup>ND</sup> COAT	N/A
	3 <sup>RD</sup> COAT	N/A

NOTE: Do not color match or substitute products. For color accuracy and optimal results, use only genuine Benjamin Moore® paint and coating products. Please consult with your local Benjamin Moore® Architect & Designer Representative, Territory Representative, or authorized retailer on every project.



**EXTERIOR PAINT SYSTEMS**



SUBSTRATE: Metal (Galvanized, Non-Ferrous)		LOCATION: Metal Light Posts
COLOR: Ready Made Black		
OPTION 1	1 <sup>ST</sup> COAT/ PRIMER	Primer Optional
	2 <sup>ND</sup> COAT	Corotech COMMAND Waterborne Acrylic Urethane Gloss (V390); WFT: 3.7 - 4.7 mils/ DFT: 1.3 - 1.7 mils; VOC: 146 g/L
	3 <sup>RD</sup> COAT	Corotech COMMAND Waterborne Acrylic Urethane Gloss (V390); WFT: 3.7 - 4.7 mils/ DFT: 1.3 - 1.7 mils; VOC: 146 g/L
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	N/A
	2 <sup>ND</sup> COAT	N/A
	3 <sup>RD</sup> COAT	N/A

SUBSTRATE: Wood Siding, Smooth Wood, Wood Trim, Paint		LOCATION: Wood Fencing
COLOR: Brown (209B-10) LRV: 9		
OPTION 1	1 <sup>ST</sup> COAT/ PRIMER	Fresh Start Deck & Siding Primer (094); WFT: 3.0 - 3.6 mils/ DFT: 1.7 - 2.0 mils; VOC: 343 g/L
	2 <sup>ND</sup> COAT	Ultra Spec Exterior Low Lustre (N455); WFT: 3.9 mils/ DFT: 1.3 mils; VOC: 44.1 g/L
	3 <sup>RD</sup> COAT	Ultra Spec Exterior Low Lustre (N455); WFT: 3.9 mils/ DFT: 1.3 mils; VOC: 44.1 g/L
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	N/A
	2 <sup>ND</sup> COAT	N/A
	3 <sup>RD</sup> COAT	N/A

SUBSTRATE: Wood Siding, Smooth Wood, Wood Trim, Paint		LOCATION: Wood Fence Posts
COLOR: Sandy Brown (1046) LRV: 52		
OPTION 1	1 <sup>ST</sup> COAT/ PRIMER	Fresh Start Deck & Siding Primer (094); WFT: 3.0 - 3.6 mils/ DFT: 1.7 - 2.0 mils; VOC: 343 g/L
	2 <sup>ND</sup> COAT	Ultra Spec Exterior Low Lustre (N455); WFT: 3.9 mils/ DFT: 1.3 mils; VOC: 44.1 g/L
	3 <sup>RD</sup> COAT	Ultra Spec Exterior Low Lustre (N455); WFT: 3.9 mils/ DFT: 1.3 mils; VOC: 44.1 g/L
OPTION 2	1 <sup>ST</sup> COAT/ PRIMER	N/A
	2 <sup>ND</sup> COAT	N/A
	3 <sup>RD</sup> COAT	N/A

NOTE: Do not color match or substitute products. For color accuracy and optimal results, use only genuine Benjamin Moore® paint and coating products. Please consult with your local Benjamin Moore® Architect & Designer Representative, Territory Representative, or authorized retailer on every project.





**Benjamin Moore®**

**MAINTENANCE AND AFTERCARE**

## LATEX & ACRYLIC FINISHES

### What is The Recommended Procedure for Washing Latex Finishes?

The best approach to washing a wall is to start with the least aggressive method; water on a soft cellulose sponge. If this is not successful, use a mild, non-abrasive, mild solution of dish detergent. Be sure that the mixture is diluted to avoid harming the paint film.

### What Cleansers Should Not Be Used On A Painted Surface?

Most standard glass and household spray cleaners are formulated with strong solvents that can damage the paint finish, and are therefore not recommended for use on painted surfaces.

### How Soon Before A Newly Applied Latex Surface Can Be Washed?

Wait until the latex coating has had a chance to cure before washing it - typically at least 2 weeks following application. Deep colors may have some color rub off in a flat or low-sheen finishes. This does not indicate inferior or defective paint. Once the surface has dried, the paint should appear uniform.

Paint will not be affected if:

- The paint has properly cured for 2 weeks.
- The paint is cleaned with a weak solution of water and dish detergent and cellulose sponge.

### Washing Procedure

1. Use one bucket for washing solution, and one for clean water rinsing. Use separate sponge (a large cellulose sponge works well) for each bucket.
2. Wear rubber gloves to protect hands.
3. First try washing or spot cleaning painted surfaces with water. If this is not successful, advance to a weak mixture of water and mild, non-abrasive, dish detergent.
4. Begin washing at the bottom of the wall, working up, so the cleaning solution does not run down the dirty wall and cause streaks that could be difficult to remove.
5. When cleaning, rub gently in a circular motion to avoid damaging the paint.
6. After washing, dry off excess moisture with a soft, absorbent cloth.

### Tips to Remember

Darker, flat paints are more susceptible to being damaged and having pigment rub off when they are scrubbed too harshly. Eggshell, satin or semi-gloss enamels withstand cleaning better than flat or matte coatings.

Test your cleaning solution in an inconspicuous corner first. If the wall color and finish look the same, but cleaner, continue washing the entire wall. Always rinse off the wall with clean water after using any type of cleaning agent.

→ The recommendations under this section are also applicable to other waterborne or alkyd paints.

## TWO-COMPONENT EPOXIES, URETHANES AND OTHER SIMILAR HIGH-PERFORMANCE COATINGS

Some items below are only needed for heavier-duty use environments as indicated; unless a bullet refers to a floor coating - it is also applicable to vertical surfaces.

- For minor spills or stains, simply wipe with a soft cloth, sponge or towel.
- For routine floor maintenance cleaning, use a soft bristle broom or a commercial dust mop.
- For heavy cleaning of a soiled floor, sweep away any loose debris and then mop the floor with a sponge mop (also called "hard foam" mop) with hot water and the suggested cleaning solution below:
  - For removing oil, grease, fats, etc. use Corotech® Oil & Grease Emulsifier V600 or similar.
  - For maintenance cleaning, use Corotech® Citrus Cleaner V610 or similar. Refer to the Technical Data Sheet for dilution rates recommended by the manufacturer.
- Some road treatment compounds may find their way onto garage floors and leave a hazy film after cleaning. These can be removed with hot water and a deck brush (found almost hardware stores). Rinse to keep the compounds from drying onto the floor.
- Some stains may require light scrubbing with a commercial stain removing pad. Start with cold water then try hot water, and if still unable to remove with just water, use a soft scrub type cleaner and follow the manufacturer's recommendations. Do not use abrasive cleaning chemicals on the coating, as they will damage the appearance of the coating in the long run.
- Exterior or garage floors can be lightly hosed clean, mopped or squeegeed dry.
- There is usually no need for harsh cleaners such as those that contains acids (citrus cleaners, vinegar, etc.), or for soap-based cleaners. Soap based cleaners tend to leave a residue. Soap cleaners can also make floors slippery.
- Use mats at entry doors to make it easier to remove snow and soilants from the bottoms of shoes when entering the coated floor area.
- Place a pad or a piece of wood under sharp objects or jack stands to prevent damage to the coated floors, especially when those objects are used for bearing heavy loads.
- Ensure all areas are clean and protect the floor with a mat before lifting heavy loads with rolling jacks.
- Avoid harsh cleaners, as they are usually not needed and they may damage the coating over the long run.

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).



## TOUCH UP

### Variables of Touch Up

Generally, there are four main variables that can produce a visible touch up. These variables can ultimately determine a successful repair or not.

1. When a different application method is used when touching up compared to how the original paint was applied.
2. The porosity of the surface to be repaired.
3. When the paint used for the touch is different from what was originally used.
4. When the environmental conditions for the touch up differ from when the paint was originally applied.

### Application Methods

When you use different application methods with the same paint job, touch-up problems can occur. Commonly referred to as a "halo." For example, if you use a roller for your initial application and apply touch-up with a brush, differences in the paint film's profile may be noticeable. Roller nap leaves a different surface profile than brushes. When light reflects off these profiles, the resulting reflection causes the appearance of a difference in the sheen or color. Touch-up marks also can be noticed when there is a significant difference in the film thickness of the touch-up and the initial application.

In the field, the "halo" problem may be alleviated by stippling with a brush or otherwise trying to duplicate the texture of the original by using the same type of applicator. Diluting the repair paint by 5-10% may help by accommodating the difference in wicking. Wicking refers to moisture being absorbed into the surface. The main problem is that wicking will not occur at the same rate on a touch-up job versus the wicking rate of the original top-coat.

### Surface Porosity

Porous substrates can cause touch up differences, in both color and degree of finish, particularly with high sheen eggshells and higher gloss finishes. An unprimed, porous substrate will absorb some of the paint's vehicle, which results in a slightly lower sheen or gloss level.

If a second topcoat is not applied to achieve the correct finish level, any subsequent touch up will be noticeable, as it will show up higher in gloss or sheen. In this case temperature makes no difference. A sheen and gloss difference will occur regardless.

Often, poor hiding is misdiagnosed as a color touch-up problem. If an unpainted, unprimed surface is coated with a clean white or transparent color, there may be some gaps in hiding the substrate. In order to provide the best hiding with these lightly toned colors, two topcoats are necessary. These should be applied over a primer sealer. If only one topcoat is applied and a subsequent touch-up is made, the color or sheen difference may stem from insufficient hide. Using a primer on porous substrates will provide the required sealing properties. In cases where a dramatic color change is taking place or a clean white or jewel tone color is being used, a pigmented primer will support and augment the hiding ability.

### Using the Original Material

Save some of the original paint at each job site specifically for touch-up purposes. Stored paint loses moisture over time and therefore contributes to a different wicking rate. The touch up should be contained to the smallest possible area when doing the repair, and you should feather the edges to make the new and old paints blend. Thin the paint to be applied with 5-10% of water when using water-based paint.

### Temperature & Environmental Conditions

Temperature changes between coats can cause touch ups to be lighter or darker than your original coat, especially when you work in temperatures that fall between 40°F - 60°F. Typically, touch ups will be lighter in color if they are applied when the temperature is 10 degrees cooler than the initial application. If the reverse is true, the touch up can appear darker. Color differences with warmer temperatures—over 60 degrees—are less predictable. Problems may still occur, but they can also be caused by factors such as faster film drying and/or dry brushing.

### Tips to Remember

- Keep a record that includes the product, sheen/gloss level, application method and color for each space.
- Save a small amount of the original paint used in each area.
- Keep a record of custom color formulas and place of purchase if additional paint is needed for a repair.
- Make note of natural break-points where entire sections can be re-painted if needed.

## Fresh Start® Exterior Wood Primer 094

### Surface Preparation

Surfaces must be clean, dry and free of oil, grease, wax, rust, mildew, chalk and loose or scaling paint. Cement based water proofing paints should be removed. Glossy surfaces must be dulled. Un-weathered areas such as eaves, porch ceilings, overhang and protected wall areas should be washed with a Benjamin Moore® Clean (318) and rinsed with a strong stream of water from a garden hose or power washer to remove contaminants that can interfere with proper adhesion. Stains from mildew must be removed by clearing with Benjamin Moore® Clean (N318) prior to coating the surface. Caution: Refer to the (N318) Clean technical data and material safety data sheets for instructions on its proper use and handling.

Wood substrates must be thoroughly dry. Caution: Smooth planed clapboards or siding must be sanded thoroughly to break the "mill glaze" allowing proper penetration and adhesion.

Difficult Substrates: Benjamin Moore offers a number of specialty primers for use over difficult substrates such as grease stains, crayon markings, hard glossy surfaces, galvanized metal, fresh masonry or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer can recommend the right problem-solving primer for your special needs.

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

### Primer/Finish Systems

Wood; New (Including Shakes and Shingles):  
Primer: 1 or 2 coats Fresh Start® Exterior Wood Primer (094)  
Finish: Appropriate Benjamin Moore® finish coat.

Hardboard Siding; Bare or Factory Primed:  
Primer: 1 or 2 coats Fresh Start® Exterior Wood Primer (094)  
Finish: Appropriate Benjamin Moore® finish coat.

### Application

Do not apply when air and surface temperatures are below 50 °F (10 °C).

Apply one or two coats. For best results, use a Benjamin Moore® custom-blended china bristle or nylon/polyester brush, Benjamin Moore® roller, or a similar product. This product can also be sprayed.

Spray, Airless: Fluid Pressure--1,500 to 2,000 PSI;  
Tip--.013 - .017 Orifice

### Thinning/Clean up

Do not thin. Clean equipment with mineral spirits.

**DANGER** - Rags, steel wool or waste soaked with the product may spontaneously catch fire if improperly discarded. Immediately after use, place rags, steel wool or waste in a sealed water-filled metal container.

**USE COMPLETELY OR DISPOSE OF PROPERLY.** This product contains organic solvents which may cause adverse effects to the environment if handled improperly. Disposal of landfills is prohibited. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for local disposal options.

### Environmental Health & Safety Information

**DANGER!**

**COMBUSTIBLE LIQUID AND VAPOR**  
**VAPOR HARMFUL**


Contains: Petroleum Distillates

**HARMFUL OR FATAL IF SWALLOWED, ASPIRATION HAZARD, CAUSES IRRITATION TO EYES, SKIN AND RESPIRATORY TRACT.**

Cancer Hazard: Contains Crystalline Silica which can cause cancer when in the respirable form (spray mist or sanding dust).

**NOTICE:** Repeated or prolonged exposure to organic solvents may lead to permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling vapors may be harmful or fatal.

Keep away from heat and flame. Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Avoid contact with eyes and prolonged or repeated contact with skin. To avoid breathing vapors or spray mist open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor levels are above the applicable limits, wear an appropriate, properly fitted respirator (NIOSH approved) during and after application. Follow manufacturer's directions for respirator use. Aspiration Hazard: Small amounts aspirated into the respiratory system may cause mild to severe pulmonary injury. Close container after each use. Wash thoroughly after handling.

 **WARNING** Cancer and Reproductive Harm-  
[www.P66warnings.ca.gov](http://www.P66warnings.ca.gov)

**FIRST AID:** If affected by inhalation of vapors or spray mist, remove to fresh air. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and get medical attention immediately; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If swallowed, do not induce vomiting. Get medical attention immediately.

**IN CASE OF FIRE** - Use foam, CO2, dry chemical or water fog.

**SPILL** - Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN**

Refer to Safety Data Sheet for additional health and safety information.

Benjamin Moore & Co., 101 Pantagon Drive, Montvale, NJ 07645 Tel: (201) 573-8800 Fax: (201) 573-9048 [www.benjaminmoore.com](http://www.benjaminmoore.com) M72 094 US 071018  
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## ULTRA SPEC® EXT LOW LUSTRE FINISH N455

### Features

- A quality acrylic latex low lustre finish
- Provides a breathable surface for maximum durability
- Low temperature application down to 40 °F (4.4 °C)
- Blister resistant
- Excellent hiding
- Resistant to peeling and cracking
- Resists new mildew formation
- Fast, simple clean up with warm soapy water
- Excellent color retention
- Low VOC

### Recommended For

Recommended for wood, hardboard, vinyl, aluminum and fiber cement sidings; unglazed brick, concrete, stucco, cinder block, and primed metal.

### General Description

A professional quality 100% acrylic exterior low lustre finish. Designed for application to a wide variety of exterior surfaces as well as features excellent hiding, film durability and color retention. Fast-dry formula allows for quick recoating as well as low temperature application. Easy soap and water cleanup.

### Limitations

- Do not apply when air and surface temperatures are below 40 °F (4.4 °C).
- Do not paint vinyl siding or trim darker than the original color
- Not for interior use

Product Information																																			
<b>Colors — Standard:</b> White (01) (May be tinted with up to 2.0 fl. oz. of Benjamin Moore® Gemmax® colorants per gallon.)	<b>Technical Data</b> <table border="1"> <thead> <tr> <th></th> <th>Pastel Base</th> </tr> </thead> <tbody> <tr> <td>Vehicle Type</td> <td>100% Acrylic</td> </tr> <tr> <td>Pigment Type</td> <td>Titanium Dioxide</td> </tr> <tr> <td>Volume Solids</td> <td>34%</td> </tr> <tr> <td>Coverage per Gallon at Recommended Film Thickness</td> <td>350 – 475 Sq. Ft.</td> </tr> <tr> <td>Recommended Film Thickness</td> <td>– Wet 3.9 mils – Dry 1.3 mils</td> </tr> <tr> <td>Dry Time @ 77 °F (25 °C) @ 50% RH</td> <td>– To Touch 1 Hour – To Recoat 4 Hours</td> </tr> <tr> <td>High humidity and cool temperatures will result in longer dry, recoat and service times.</td> <td></td> </tr> <tr> <td>Dries By</td> <td>Evaporation, Coalescence</td> </tr> <tr> <td>Viscosity</td> <td>105 ± 2 KU</td> </tr> <tr> <td>Flash Point</td> <td>None</td> </tr> <tr> <td>Gloss / Sheen</td> <td>Low Lustre (7-12 @ 60°)</td> </tr> <tr> <td>Surface Temperature at Application</td> <td>– Min. 40 °F – Max. 100 °F</td> </tr> <tr> <td>Thin With</td> <td>See Chart</td> </tr> <tr> <td>Clean Up Thinner</td> <td>Clean Water</td> </tr> <tr> <td>Weight Per Gallon</td> <td>10.8 lbs</td> </tr> <tr> <td>Storage Temperature</td> <td>– Min. 40 °F – Max. 95 °F</td> </tr> </tbody> </table>		Pastel Base	Vehicle Type	100% Acrylic	Pigment Type	Titanium Dioxide	Volume Solids	34%	Coverage per Gallon at Recommended Film Thickness	350 – 475 Sq. Ft.	Recommended Film Thickness	– Wet 3.9 mils – Dry 1.3 mils	Dry Time @ 77 °F (25 °C) @ 50% RH	– To Touch 1 Hour – To Recoat 4 Hours	High humidity and cool temperatures will result in longer dry, recoat and service times.		Dries By	Evaporation, Coalescence	Viscosity	105 ± 2 KU	Flash Point	None	Gloss / Sheen	Low Lustre (7-12 @ 60°)	Surface Temperature at Application	– Min. 40 °F – Max. 100 °F	Thin With	See Chart	Clean Up Thinner	Clean Water	Weight Per Gallon	10.8 lbs	Storage Temperature	– Min. 40 °F – Max. 95 °F
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Viscosity	105 ± 2 KU																																		
Flash Point	None																																		
Gloss / Sheen	Low Lustre (7-12 @ 60°)																																		
Surface Temperature at Application	– Min. 40 °F – Max. 100 °F																																		
Thin With	See Chart																																		
Clean Up Thinner	Clean Water																																		
Weight Per Gallon	10.8 lbs																																		
Storage Temperature	– Min. 40 °F – Max. 95 °F																																		
<b>— Tint Bases:</b> Benjamin Moore® Gemmax® bases 1X, 2X, 3X, 4X																																			
<b>— Special Colors:</b> Contact your Benjamin Moore Representative																																			
<b>Certifications &amp; Qualifications:</b> VOC compliant in all regulated areas  Passes ASTM D6904 Wind Driven Rain Resistance: Over one coat of Ultra Spec® Masonry In/Ext 100% Acrylic Sealer (0608) Master Painters Institute MPI # 214																																			
<b>Technical Assistance</b> Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-706-9180 or visit <a href="http://www.benjaminmoore.com">www.benjaminmoore.com</a>	<b>Volatile Organic Compounds (VOC)</b>  44.1 Grams/Liter .36 lbs./Gallon																																		

Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors.

**Ultra Spec® EXT Low Lustre Finish N455**

**Surface Preparation**

Surfaces must be clean, dry and free of oil, grease, wax, rust, mildew, chalk and loose or scaling paint. Cement based water proofing paints should be removed. Glossy surfaces must be dulled. Un-weathered areas such as eaves, porch ceilings and protected wall areas should be washed with a Benjamin Moore® Clean (N318) and rinsed with a strong stream of water from a garden hose or power washer. Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (N318) prior to coating the surface. Caution: Refer to the (N318) Clean technical data and material safety data sheets for instructions on its proper use and handling.

All new masonry surfaces must be power washed or brushed thoroughly with stiff fiber brushes to remove loose particles. New masonry substrates must be allowed to cure for 30 days before priming or painting. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds.

Difficult Substrates: Benjamin Moore offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer can recommend the right problem-solving primer for your special needs.

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

**Primer/Finish Systems**

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, in the primer to the approximate shade of the finish coat, especially when a significant color change is desired. Special Note: Certain custom colors require a Deep Color Base Primer limited to a special prescription formula to achieve the desired color. Consult your retailer.

Wood and engineered wood products:

Primer: Ultra Spec® EXT Latex Primer (N556), Fresh Start® Multi-Purpose Latex Primer (N023) or Fresh Start® Exterior Wood Primer (094)

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

Bleeding Type Woods, (Redwood and Cedar):

Primer: Fresh Start® Exterior Wood Primer (094), All-Purpose Alkyd Primer (024) or 1-2 coats of Fresh Start® High-Hiding All Purpose Primer (046) may be used

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

Hardboard Siding, Bare or Factory Primed:

Primer: Ultra Spec® EXT Latex Primer (N556)

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

Vinyl Siding & Vinyl Composite

Note: Do not paint vinyl siding or trim darker than the original color.

Primer: Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

Rough or Pitted Masonry:

Primer: Ultra Spec® Hi-Build Masonry Block Filler (571)

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

Poured or Pre-cast Concrete and Fiber Cement Siding:

Primer: Ultra Spec® Masonry Int/Ext 100% Acrylic Sealer (608) or Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats Ultra Spec® EXT Low Lustre Finish (N455)

**Non-Ferrous Metal (Galvanized & Aluminum):** All new metal surfaces must be thoroughly cleaned with Corocet® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subjected to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion. Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: 1 or 2 Ultra Spec® EXT Low Lustre Finish (N455)

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

**Application**

Stir thoroughly before and during use. Apply one or two coats. Paint Application: For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

**Thinning/Clean up**

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust upon time or spray characteristics.		
The chart below is for general guidance		
	Mild conditions Humid (RH+50%) with no direct sunlight & with little to no wind	Severe conditions Dry (RH-60%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add 518 Extender or water.
Roller: Premium Quality		Max of 5 fl. oz. to a gallon of paint
Spray: Airless Pressure: 1500-2500 psi Tip: .013-.017		Never add other paints or solvents.

Clean Up: Clean up with warm soapy water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options

**Environmental Health & Safety Information**

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.

**WARNING:** Cancer and Reproductive Harm-  
[www.P65warnings.ca.gov](http://www.P65warnings.ca.gov)

**WARNING:** This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

**FIRST AID:** In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

**IN CASE OF SPILL:** - Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN  
PROTECT FROM FREEZING**

Refer to Safety Data Sheet for additional health and safety information.

Benjamin Moore & Co., 101 Paragon Drive, Montvale, NJ 07645 Tel: (201) 573-9600 Fax: (201) 573-9646 [www.benjaminmoore.com](http://www.benjaminmoore.com) M72 N455 US 03.2020  
Benjamin Moore, Cannon, Fresh Start, Regal, Revolve, Super Spec, Ultra Spec and the triangle "M" symbol are registered trademarks © 2016, 2020 Benjamin Moore & Co. All rights reserved



**Features**

- Fast 30 minute dry – recoat in 4 hours
- Can be top coated with strong, solvent-based coatings
- Tie coat over many existing coatings
- Corrosion protection on all ferrous metals

**Recommended For**

Ferrous Metal such as Steel & Iron. Corotech® Prep All Universal Metal Primer is a high performance coating specifically designed for application directly to ferrous metal substrates. It provides corrosion resistance for both interior and exterior steel surface in mildly corrosive conditions.

**PREP ALL  
UNIVERSAL METAL PRIMER  
V132**

**General Description**

Prep All Universal Metal Primer is an economical, single-component primer engineered to provide corrosion protection on all ferrous metals. This quick-drying formula provides fast production times, and its alkyd resin formulation allows for application on a wide variety of intermediate and finish coat products. Formulated for an airless spray application, it can also be applied by HVLP spray, brushes, or rollers.

**Limitations**

- Not recommended for non-ferrous metals such as galvanized, aluminum or for use in immersion service
- Do not apply if material, substrate or ambient temperature is below 50 °F (10 °C)
- Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application

**Product Information**

**Colors — Standard:**

White (01), Red (20), Gray (70)

Can be tinted with up to 2.0 fl. oz. of IM colorants per gallon.

**— Tint Bases:**

N/A

**— Special Colors:**

Contact your retailer.

**Certification & Qualifications:**

The products supported by this data sheet contain a maximum of 400 grams per liter VOC / VOS (3.33 lbs. gal.) excluding water & exempt solvents.

Suitable For Use In USDA Inspected Facilities

Meets Federal Specifications TT-P-664

Master Painters Institute MPI # 76

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
LADCO	YES
OTCI	NO
OTCI RI	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

**Technical Assistance:**

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit [www.benjaminmoore.com](http://www.benjaminmoore.com)

**Technical Data**

	White
Vehicle Type	
Pigment Type	Phenolic Alkyd
Volume Solids	Titanium Dioxide
Coverage per Gallon at Recommended Film Thickness	50 ± 1.0%
Recommended Film Thickness	350 – 450 Sq. Ft.
Thickness	– Wet
	– Dry
Depending on surface texture and porosity.	
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free
	– To Recoat
	– Full Cure
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Oxidation
Viscosity	70 – 75 KU
Flash Point	50 °F (TT-P-141, Method 4293)
Gloss/Sheen	0 – 3 @ 60°
Surface Temperature at Application	– Min.
	– Max.
Thin With	– Min.
	– Max.
Clean Up Thinner	Not Recommended
Weight Per Gallon	Corotech® V703 or Xylene
Storage Temperature	– Min.
	– Max.
Volatile Organic Compounds (VOC)	
393 Grams/Liter 3.28 Lbs./Gallon	

Reported values are for White. Contact retailer for values of other bases or colors

## Prep All Universal Metal Primer V132

### Surface Preparation

All surfaces must be sound, dry, clean and free of oil, grease, dirt, millscale, mill scale, form release agents, curing compounds, loose and flaking paint and other surface contaminants.

**NEW SURFACES:** Steel: For best results, abrasive blast to a commercial blast (SSPC-SP 8). For mild conditions, a hand or power tool cleaning (SSPC-SP 2) may be satisfactory, but performance is dependent upon the degree of surface preparation.

**Previously Painted Surfaces:** Wash and rinse any areas that may have oil or grease residue. Dull glossy surfaces by lightly sanding. Remove sanding dust. Remove loose paint. All areas that are rusting, blistering, cracking or involved, sandblast the entire surface to a commercial blast and prime. If less than 25% of the surface is involved, clean soiled areas and spot prime.

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

### Application

Mix the product thoroughly before application. The use of a drill mixer at low speed will best accomplish this.

**Airless Spray:** Tip range between .013 and .017. Total fluid output pressure at tip should not be less than 2200 psi.

**Air Spray (Pressure Pot):** DeVilbiss M8C or JGA gun, with T04 or T55 air cap and Fluid Tip E.

Can be brushed using a natural bristle brush or rolled using a 3/8" lamb's wool or 1/4" - 1/2" synthetic roller cover. Roll in one direction, rewet, then cross roll.

**NOTE:** Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. No reduction is necessary. Do not apply if material, substrate or ambient temperature is below 50° F (10° C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application.

TEST DATA		CHEMICAL RESISTANCE GUIDE (NON-IMMERSION)	
Steam Resistant	Yes	Fresh Water	
Flexibility (ASTM D1731)	Pass 1/4" Mandrel	Salt Water	
Dry Heat Resistance	250° F	Acids	
Wet Heat Resistance	150° F	Alkalis	
Adhesion (ASTM D3359)	Pass 5B	Solvents	
Salt Spray (ASTM B117) (1.8 mils w/2.5 mils V-50; 1000 Hours)	Face Corrosion-None Face Blistering-None	Fuel	
Humidity (ASTM D4585 w/V-500 Topcoat (1000 Hours)	Face Corrosion-None Face Blistering-None	Alkaline Salt Solutions Neutral Salt Solutions	
SYSTEMS RECOMMENDATIONS			
COMPATIBLE FINISHES			
V200 Line, V201 Line, V220 Line, V230 Line, V231 Line, V300 Line, V330 Line, V400 Line, V410, V440 Line, V500, V510, V515, V520 and Other Acrylics & Alkyds			
COMPATIBLE INTERMEDIATES			
V160 Line			

### Clean Up

Clean with Corotech® V703 or Xylene

### Environmental Health & Safety Information

#### DANGER!

Causes skin irritation

Causes serious eye irritation

May cause an allergic skin reaction

May cause cancer

Causes damage to organs through prolonged or repeated exposure

May be fatal if swallowed and enters airways

Highly flammable liquid and vapor

**Prevention:** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Wash face, hands and clothing should not be allowed out of the workplace. Do not breathe dust/fume/gas/mist/vapors/spray. Do not eat, drink or smoke when using this product. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Ground/ bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting/equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Wear protective gloves/protective clothing/eye protection/face protection.

**Response:** IF EXPOSED OR CONCERNED: Get medical advice/attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation or rash occurs: Get medical advice/attention. IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash call a POISON CENTER or doctor/physician. Do NOT induce vomiting. In case of fire: Use CO<sub>2</sub>, dry chemical, or foam for extinction.

**Storage:** Store locked up. Store in a well-ventilated place. Keep cool.

**Disposal:** Dispose of contents/container to an approved waste disposal plant.

**DANGER -** Rags, steel wool or waste soaked with this product may spontaneously catch fire if improperly discarded. Immediately after use, place rags, steel wool or waste in a sealed water-filled metal container.

**WARNING:** Cancer and Reproductive Harm - [www.P65warnings.ca.gov](http://www.P65warnings.ca.gov)

This document represents hazards of the product referenced above. Refer to the individual Safety Data Sheet for hazards of the specific product you will be using.

**FOR METAL SUBSTRATES ONLY  
KEEP OUT OF REACH OF CHILDREN  
FOR PROFESSIONAL USE ONLY**

Refer to Safety Data Sheet for additional health and safety information.



# SUPER SPEC HP® D.T.M. ALKYD LOW LUSTRE P23

### Features

- Tough, durable film with outstanding adhesion.
- Attractive low lustre finish.
- For exterior or interior use.
- Self priming with easy application.
- Extremely durable with rust inhibitive ingredients.

### General Description

A highly versatile alkyd based coating, Super Spec HP® D.T.M. Alkyd Low Lustre seals and protects both exterior and interior metal surfaces from rusting and moisture. Super Spec HP® D.T.M. Alkyd Low Lustre offers superior rust inhibition and protection along with the convenience of a primer and topcoat system in a single package.

### Recommended For

For exterior or interior surfaces such as steel, aluminum, wrought iron railings, and metal roof decks.

### Limitations

- Do not apply when air and surface temperatures are below 50°F (10°C).
- FOR USE ON METAL SUBSTRATES ONLY
- Not for application directly on galvanized metal.

Product Information																																									
<b>Colors — Standard:</b> White, Black, and Bronzétone  <b>— Tint Bases:</b> Benjamin Moore® Color Preview® bases 1B, 2B, 3B & 4B  <b>— Special Colors:</b> Contact your Benjamin Moore representative.	<b>Technical Data<sup>0</sup></b> <table border="1"> <thead> <tr> <th></th> <th>Pastel Base</th> </tr> </thead> <tbody> <tr> <td>Vehicle Type</td> <td>Soya Alkyd</td> </tr> <tr> <td>Pigment Type</td> <td>Titanium Dioxide</td> </tr> <tr> <td>Volume Solids</td> <td>62.6%</td> </tr> <tr> <td>Coverage per Gallon at Recommended Film Thickness</td> <td>350 – 450 Sq. Ft.</td> </tr> <tr> <td>Recommended Film Thickness</td> <td>– Wet 4.0 mils – Dry 2.1 mils</td> </tr> <tr> <td colspan="2">Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.</td> </tr> <tr> <td>Dry Time @ 77°F (25°C) @ 50% RH</td> <td>– To Touch 2 Hours – To Recoat 16 Hours</td> </tr> <tr> <td colspan="2">Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and cure times.</td> </tr> <tr> <td>Dries By</td> <td>Evaporation, Oxidation</td> </tr> <tr> <td>Dry Heat Resistance</td> <td>350°F</td> </tr> <tr> <td>Viscosity</td> <td>83 ± 3 KU</td> </tr> <tr> <td>Flash Point</td> <td>Combustible</td> </tr> <tr> <td>Gloss / Sheen</td> <td>Low Lustre</td> </tr> <tr> <td>Surface Temperature at Application</td> <td>– Min. 50°F – Max. 90°F</td> </tr> <tr> <td>Thin With</td> <td>Do Not Thin</td> </tr> <tr> <td>Clean Up Thinner</td> <td>Mineral Spirits</td> </tr> <tr> <td>Weight Per Gallon</td> <td>11.5 lbs</td> </tr> <tr> <td>Storage Temperature</td> <td>– Min. 40°F – Max. 80°F</td> </tr> <tr> <td colspan="2"> <b>Volatile Organic Compounds (VOC)</b>            370 Grams / Liter    3.09 LBS / Gallon         </td> </tr> </tbody> </table>		Pastel Base	Vehicle Type	Soya Alkyd	Pigment Type	Titanium Dioxide	Volume Solids	62.6%	Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.	Recommended Film Thickness	– Wet 4.0 mils – Dry 2.1 mils	Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		Dry Time @ 77°F (25°C) @ 50% RH	– To Touch 2 Hours – To Recoat 16 Hours	Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and cure times.		Dries By	Evaporation, Oxidation	Dry Heat Resistance	350°F	Viscosity	83 ± 3 KU	Flash Point	Combustible	Gloss / Sheen	Low Lustre	Surface Temperature at Application	– Min. 50°F – Max. 90°F	Thin With	Do Not Thin	Clean Up Thinner	Mineral Spirits	Weight Per Gallon	11.5 lbs	Storage Temperature	– Min. 40°F – Max. 80°F	<b>Volatile Organic Compounds (VOC)</b> 370 Grams / Liter    3.09 LBS / Gallon	
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<b>Certification:</b> VOC Compliant in all regulated areas except the South Coast and areas of California that follow the 2007 Suggested Control Measures. Master Painters Institute MPI #79 Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84																																									
<b>Technical Assistance:</b> Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-800-826-2623, see <a href="http://www.benjaminmoore.com">www.benjaminmoore.com</a> , or consult your local Yellow Pages.																																									

<sup>0</sup> Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors.  
 Benjamin Moore & Co., 101 Paragon Drive, Montvale, NJ 07645 Tel: (201) 573-0600 Fax: (201) 573-0046 [www.benjaminmoore.com](http://www.benjaminmoore.com) M72 P23 US 110911



**Super Spec HP® D.T.M. Alkyd Low Lustre P23**

**Surface Preparation**

Surfaces to be coated must be clean, dry, and free of oil, grease, dust, flaky rust, mill scale, loose paint, chalk, and other foreign matter that could interfere with adhesion. Glossy surfaces should be dulled by abrading the surface.

**Metal:** Remove loose rust and scale with a scraper, wire brush, or sandpaper. Clean bare metal with mineral spirits.

**Mildew:** Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (318) prior to coating the surface. Caution: Refer to the (318) Clean technical data and material safety data sheets for instructions on its proper use and handling.

**Difficult Substrates:** Benjamin Moore offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, galvanized metal, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore retailer can recommend the right problem solving primer for your special needs.

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead)

**Primer/Finish Systems**

**Note:** Super Spec HP® D.T.M. Alkyd Low Lustre is self priming. No other primer product is usually necessary. All alkyd-based enamels experience a certain amount of yellowing. This effect is accelerated in dark or poorly ventilated areas. In these problem areas, the use of an acrylic finish such as Super Spec HP® D.T.M. Acrylic Low Lustre (P25) is recommended.

**Ferrous Metal:**

**Finish:** 1 or 2 coats Super Spec HP® D.T.M. Alkyd Low Lustre (P23)  
A minimum of two coats are required on bare metal surfaces.

**Galvanized & Aluminum Metal:** All new galvanized metal surfaces must be thoroughly cleaned with Super Spec HP® Oil & Grease Emulsifier (P83) to remove contaminants.

**Prime:** 1 coat Super Spec HP® Acrylic Metal Primer (P04).  
**Finish:** 1 or 2 coats Super Spec HP® D.T.M. Alkyd Low Lustre (P23)

**Repaint, All Substrates:** Prime bare areas with the primer recommended for the substrate above.

**Application**

**Mixing of Paint:** Stir thoroughly before and occasionally during use. Do not thin.

For best application results, apply generously going from unpainted into painted areas. A one coat application protects and preserves, two coats provides greater durability.

Apply with a china bristle or all purpose synthetic brush, short nap roller, or spray.

**Spray, Airless:** Fluid Pressure — 1,500 to 2,500 PSI;  
Tip — .011 - .015 Orifice

**Thinning/Cleanup**

**Do Not Thin:**

USE COMPLETELY OR DISPOSE OF PROPERLY. This product contains organic solvents which may cause adverse effects to the environment if handled improperly. Save unused product for touch-up purposes or a household hazardous waste collection program. Dry, empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for more information on disposal options.

**Environmental, Health & Safety Information**

**DANGER!**  
COMBUSTIBLE LIQUID AND VAPOR  
VAPOR HARMFUL

Contains: Petroleum distillates.  
HARMFUL OR FATAL IF SWALLOWED. ASPIRATION HAZARD.  
CAUSES IRRITATION TO EYES, SKIN AND RESPIRATORY TRACT.

**NOTICE:** Repeated or prolonged exposure to organic solvents may lead to permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling vapors may be harmful or fatal.

Keep away from heat and flame. Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Avoid contact with eyes and prolonged or repeated contact with skin. To avoid breathing vapors or spray mist open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor levels above the applicable limits, wear an appropriate, properly fitted respirator (NIOSH approved) during and after application. Follow manufacturer's directions for respirator use. Aspiration cause mild to severe pulmonary injury. Close container after each use. Wash thoroughly after handling.

**WARNING:** This product contains a chemical known to the state of California to cause cancer and birth defects, or other reproductive harm.

**FIRST AID:** If affected by inhalation of vapors or spray mist, remove to fresh air. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and get medical attention immediately; for skin, wash thoroughly with soap and water. If swallowed, do not induce vomiting. Get medical attention immediately.

**IN CASE OF FIRE** — Use foam, CO<sub>2</sub>, dry chemical or water fog.  
**SPILL** — Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN**

Refer to Material Safety Data Sheet for additional health and safety information.



**Features**

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service
- Satin finish

**Recommended For**

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, on handrails, shelving, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

**COMMAND™  
WATERBORNE ACRYLIC URETHANE  
SATIN V392**

**General Description**

Corotech™ COMMAND™ is an extremely durable, UV resistant, waterborne acrylic urethane enamel, which provides superior adhesion and abrasion resistance on a wide variety of substrates. This low-sheen satin finish is for maximum, durability is required. Its quick dry & block resistant characteristics make this product an excellent choice for facility applications where "return-to-service" time is crucial.

**Limitations**

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C) - Relative humidity should be below 90%.
- Not intended as a whole house exterior paint over wood
- Not for immersion service.
- Not recommended for coating over Kynar® or similar finishes.

**Product Information**

**Colors — Standard:**

White (01), Bronzelone (82), Black (80)

**— Tint Bases:**

Benjamin Moore® Genex® bases 1X, 2X, 3X & 4X

**— Special Colors:**

Contact your retailer

**Certification & Qualifications:**

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs./gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
DTC	YES
DTCR	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

**Technical Assistance:**

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit [www.benjaminmoore.com](http://www.benjaminmoore.com)

**Technical Data**

	Base 1
Vehicle Type	Acrylic Urethane
Pigment Type	Titanium Dioxide
Volume Solids	40.5 ± 1.0%
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Recommended Film Thickness	- Wet 3.5 – 4.7 mils - Dry 1.4 – 1.9 mils
Depending on surface texture and porosity	
	- Tack Free 15 Minutes
Dry Time @ 77 °F (25 °C) @ 50% RH	- Block-Resistant 1 Hour - To Recoat 2 Hours - Return to Service 24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)
Gloss / Sheen	Gloss (20 – 30 @ 60°)
Surface Temperature at Application	- Min. 35 °F - Max. 100 °F
Thin With	Water
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	10.7 lbs.
Storage Temperature	- Min. 40 °F - Max. 95 °F

Volatile Organic Compounds (VOC)  
138 Grams/Liter 1.15 Lbs./Gallon

0 Reported values are for Base 1. Contact retailer for values of other bases or colors.

## COMMAND™ Waterborne Acrylic Urethane - Satin V392

### Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool Cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

**Ferrous Metal:** Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

**Non-Ferrous Metal (Galvanized & Aluminum):** Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND™ direct.

**Wood Surfaces:** For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND™ as needed. COMMAND™ can also be used as a self-species of wood, however may dry to an uneven finish on some

**Dry Wall and Plaster:** Prime new drywall and fully cured plaster with a quality acrylic primer. Apply one or two finish coats as needed.

**Concrete Surfaces:** Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surfaces thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

**Glossy Surfaces:** Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed prior to finish coating.

**WARNING!** If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

### Application

Mix the product thoroughly before application. The use of a low speed drill mixer is recommended.

Thin with Water only.

**Airless Spray:**

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

**Air Spray (Pressure Pot):**

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

**Brush:** Synthetic bristle only.

**Roller:** ½" nap or finer for smooth surfaces.

**NOTE:** Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

### Clean Up

Clean with warm, soapy water.

**CAUTION:** All floor coatings may become slippery when wet. Where non-skid characteristics are desired, hand broadcast an appropriate anti-slip aggregate into the wet film then back-roll to encapsulate.

**USE COMPLETELY OR DISPOSE OF PROPERLY.** Dry empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

### Environmental Health & Safety Information

#### WARNING!

**CAUTION:** All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, Carbamic acid, 1H-benzimidazol-2-yl, methyl ester, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



**WARNING: Cancer and Reproductive Harm—**  
[www.P66swimming.ca.gov](http://www.P66swimming.ca.gov)

**FIRST AID:** In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

**IN CASE OF SPILL —** Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN  
PROTECT FROM FREEZING**

Refer to Safety Data Sheet for additional health and safety information.

Benjamin Moore & Co., 101 Paragon Drive, Montvale, NJ 07645 Tel: 866-708-0180 Fax: 866-248-2143 [www.benjaminmoore.com](http://www.benjaminmoore.com) M73 V392 EN 062420  
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11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Sales Quotation #: N/A

1st Election Date: September 5, 2023

Estimated Delivery Date: April 2023

Phone Number: 252-641-7852

Fax Number: N/A

Customer Contact, Title: Jerry Spruell

Customer Name: Edgecombe County, North Carolina

Type of Sale:  NEW  
 Type of Equip:  NEW  REFURBISHED

Bill To:  
Edgecombe County, North Carolina  
Jerry Spruell  
P.O. Box 10  
Tarboro, NC 27886

Ship To:  
Edgecombe County, North Carolina  
Jerry Spruell  
201 St. Andrew Street - Room 434  
Tarboro, NC 27886

Item	Description	Qty	Price	Total
1	ExpressVote BMD <b>ExpressVote Universal Voting System:</b> ExpressVote BMD with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	24	\$3,660.00	\$87,840.00
2	ExpressVote BMD Soft-Sided Case	24	\$250.00	\$6,000.00
3	ExpressVote BMD Standard 4GB Memory Device (Additional)	3	\$115.00	\$345.00
4	ExpressVote BMD Blank Ballot Card Stock - 14" (250 per pkg)	4	\$26.25	\$105.00
5	ExpressVote BMD Equipment Installation	24	\$115.00	\$2,760.00
6	Services Equipment Operations Training Day	1	\$1,975.00	\$1,975.00
7	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 26 - AutoMARK	1	(\$5,200.00)	(\$5,200.00)
8	Shipping Shipping & Handling	1	\$960.00	\$960.00

<b>Order Subtotal</b>	<b>\$ 94,785.00</b>
<b>Customer Loyalty Discount</b>	<b>(\$5,000.00)</b>
<b>Order Total</b>	<b>\$ 89,785.00</b>

Freight Billable: yes  no

Cara Florence  
Regional Sales Manager

\_\_\_\_\_  
Customer Signature Date

\_\_\_\_\_  
V.P. of Finance Date

\_\_\_\_\_  
Title

**Trade-In Equipment:**  
 ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.  
 ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

## Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

## Warranty Period (Years):

One (1) Year From Equipment Delivery

## Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

Upon the expiration of the Warranty Period and Initial License Terms, ES&S and Customer will enter into a Hardware Maintenance and Software License, Maintenance and Support Services Agreement for the continued maintenance of the ES&S Equipment and the continued license and use of the ES&S Software and ES&S Firmware.

SEE GENERAL TERMS



# NORTH CAROLINA

## State Board of Elections

*Mailing Address*  
P.O. Box 27254  
Raleigh, NC 27611-7254

Phone: (919) 733-7173  
Fax: (919) 715-0134

**KAREN BRINSON BELI**  
*Executive Director*

November 30, 2023

Edgecombe County Board of Elections  
ATTN: Jerry Spruell  
VIA Email

Re: Authorization for Noncompetitive Procurement of the ES&S ExpressVote

Dear Director Spruell:

The State Board of Elections received your request dated November 30, 2023 for written authorization for noncompetitive procurement to purchase the ES&S ExpressVotes.

Purchase goods or services through a noncompetitive procurement applies if:

- (1) The item is available only from a single source

The purchase of purchase the ES&S ExpressVotes meets the sole source criteria. This letter serves as authorization for noncompetitive procurement.

Please feel free to contact me if you have any additional questions.

Sincerely,

Neil Baddour  
Voting System Certification Manager

*6400 Mail Service Center ▪ Raleigh, NC 27699-6400  
441 N. Harrington Street ▪ Raleigh, NC 27611-7255*



Contract for

## Records for Online Index Books

Edgecombe County, North Carolina

Vila Anderson, Register of Deeds

October 10, 2023



Cott Systems, Inc.  
2800 Corporate Exchange Dr.  
Columbus, OH 43231  
(800) 234-2688 | [cottsystems.com](http://cottsystems.com)



## ADDENDUM FOR ONLINE INDEX SERVICES

This **Addendum for Online Index Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Edgecombe County, North Carolina ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's Master Agreement for Products and Services.

- 1. Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.
- 2. Source.** The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing information in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable.
- 3. Fees.** The fees are set forth in the "Fees" and "Payments" sections.
- 4. Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees incurred through the date of termination (even if Go-Live has not occurred yet).
- 5. Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the information made available through this service. Cott will not remarket or claim ownership of the information.
- 6. Information Presented.** While Cott's systems allow for excluding certain information from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any information input errors.
- 7. Disclaimer of Warranty.** **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE INFORMATION OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF**



**ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.**

- 8. Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Cott and Customer have executed this contract to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this contract and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this contract will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

**Iran Divestment Act Certification.** Cott hereby certifies that Cott, and all its subcontractors, are not on the Iran Final Divestment List ("List") created by North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Cott shall not utilize any subcontractor that is identified on the List.

Master Agreement for Products and Services

1/24/2023  
(Date Signed)

Resolution3 Online Index Books Hosted Services Addendum

1/24/2023  
(Date Signed)Edgecombe County, North Carolina

(County, Parish, Town)

**COTT SYSTEMS, INC.****CUSTOMER**Deborah A. Ball 10-11-2023

(Signature)

(Date)

(Signature)

(Date)

Deborah A. Ball

(Print Name)

(Print Name)

Chief Executive Officer

(Print Title)

(Print Title)

(Address)

(Address)



Customer acknowledgement required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.**To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | [contracts@cottsystems.com](mailto:contracts@cottsystems.com)****A Note Regarding COVID-19**

Cott Systems adheres to all applicable local, state, and federal guidelines regarding COVID-19. Work by Cott team members, including though not limited to applicable travel and on-site work, or third-party providers of equipment, may be impacted by COVID-19 related restrictions. As your project progresses, we will work with you to make any necessary adjustments to coordinate the successful completion of your project.

**Addendum to Contract**

CONTRACTOR'S CERTIFICATION OF COMPLIANCE  
WITH ARTICLE 2, CHAPTER 64, N. C. GENERAL STATUTES  
(REQUIRED USE OF FEDERAL E-VERIFY SYSTEM BY A PRIVATE ENTITY)

*(NOTE: Effective September 4, 2013, ALL private entities who have contracts with North Carolina MUST execute this certification, or their contracts will not be approved.)*

Pursuant to G.S. 153A-449(b) no county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Among other things, that law requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies. Accordingly, the undersigned Contractor makes the following certification:

*(Check the appropriate box):*

- the undersigned Contractor has complied the requirements of Article 2, Chapter 64, North Carolina General Statutes, and will continue to comply with same during the term of its contract with Edgecombe County.
- the undersigned Contractor has less than 25 employees in North Carolina and is therefore not subject to the provisions of Article 2, Chapter 64, N.C. General Statutes.

FURTHER, the Contractor certifies that it will ensure that all of its subcontractors (if any) have complied with Article 2, Chapter 64, of the North Carolina General Statutes if its subcontractors have more than 25 employees working in the State of North Carolina.

FURTHER, the Contractor acknowledges that his/her/its failure to comply or the failure of his/her/its subcontractors (if any) to comply will constitute a breach of contract and may cause the contract with Edgecombe County to be declared void by operation of law.

This the: 10-11-2023

Name of Contractor: Cott Systems, Inc.

By: Deborah A. Ball

Title: CEO

## ORDER SUMMARY

### 1. Records for Online Index Books.

- Deed Books, OO, 0, C-E, 1 - 123.

### 2. Total Record Volumes.

- (86) Bound.
- (42) Loose leaf.

### 3. Record Source.

- Bound. On-site scanning in Edgecombe County by Cott Systems.
- Loose leaf. On-site scanning in Edgecombe County by Cott Systems.

### 4. GB of Images (Storage Factor). This project will yield approximately 30 GB worth of images.

### 5. Deployment. Hosted deployment.

### 6. Implementation. Project management and service installation are included.



<b>Fees   Initial Support/Service Term 60 months</b>		<b>\$75,500 and \$50 / mo.</b>
<b>Schedule of Payments</b>	Invoice upon receipt of signed contract	<b>\$37,750</b>
	Invoice on 7/1/2024	<b>\$37,750 <sup>1</sup></b>
	Invoice upon Go-Live Date (training)	<b>\$50 / month <sup>2</sup></b>
<p><sup>1</sup> Cott will issue invoice on 7/1/2024.</p> <p><sup>2</sup> In the event the image source requires broader scanner settings to ensure the resulting images are of adequate quality, a higher monthly fee may apply.</p>		

**TERM:** current Online Index Books term effective through **11/30/2024**.

**PLEASE NOTE:** The pricing in this offer is valid through **12/12/2023**. After this date, this offer will be priced at the current rate.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer to provide the following:**

- Access to Hardcopy Books
- Broadband High-Speed Access

**Work & Search Stations**

Use one of the following supported browsers:

- Microsoft Edge
- Google Chrome
- Mozilla Firefox

**EDGECOMBE  
WATER AND SEWER DEPARTMENT  
CONSTRUCTION AND MAINTENANCE  
REPORT**

**District 1**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps. Bulluck School Tank has overflowed twice due to SCADA issues with communication.

**District 2**

Everything has been running according to standards. Staff have been performing routine maintenance on the system, flushing and installing new taps. A hydrant was found to be leaking after being hit by mower.

**District 3**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps.

**District 4**

Staff has been performing routine maintenance on the system, flushing and installing new taps. Speed Tank overflowed due to SCADA communication issues.

**District 5**

Everything has been running according to standards. Staff has been performing routine maintenance on the system, flushing and installing new taps. A 2" meter gasket had blown out causing a leak that started over a weekend and was fixed on a Tuesday when the farmer found it.

**District 6 – Princeville**

Everything is running according to standards. Staff is performing routine maintenance on the system. Sewer Rehab Project to start October 9<sup>th</sup>.

**MONTH OCT**

**EDGECOMBE  
WATER AND SEWER  
MONTHLY UPDATE**

**YEAR 2024**

**October 2023 Information**

Total estimated population: **23,323**

Total current customer base: **7,639**

	<u>WATER</u>	<u>SEWER</u>
D-1	1632	6
D-2	1482	90
D-3	798	0
D-4	358	91
D-5	1012	242
D-6	<u>592</u>	<u>560</u>
<b>TOTAL</b>	<b>5,874</b>	<b>989</b>

Estimated population served: **15,684**

Total estimated potential customer base: **7,639**

Total water purchased: **31,485,872 gallons**

Total sewer purchased: **5,373,064 gallons**

Total cost of water purchased: \$ 119,810.43

Total cost of sewer purchased: \$ 36,872.66

Total cost of water and sewer: **\$ 156,683.09**

Total water gallons billed: **22,389,770 gallons**

Total sewer gallons billed: **3,662,880 gallons**

Total dollar amount billed – Water: \$ 346,583.90

Total dollar amount billed – Sewer: \$ 66,214.58

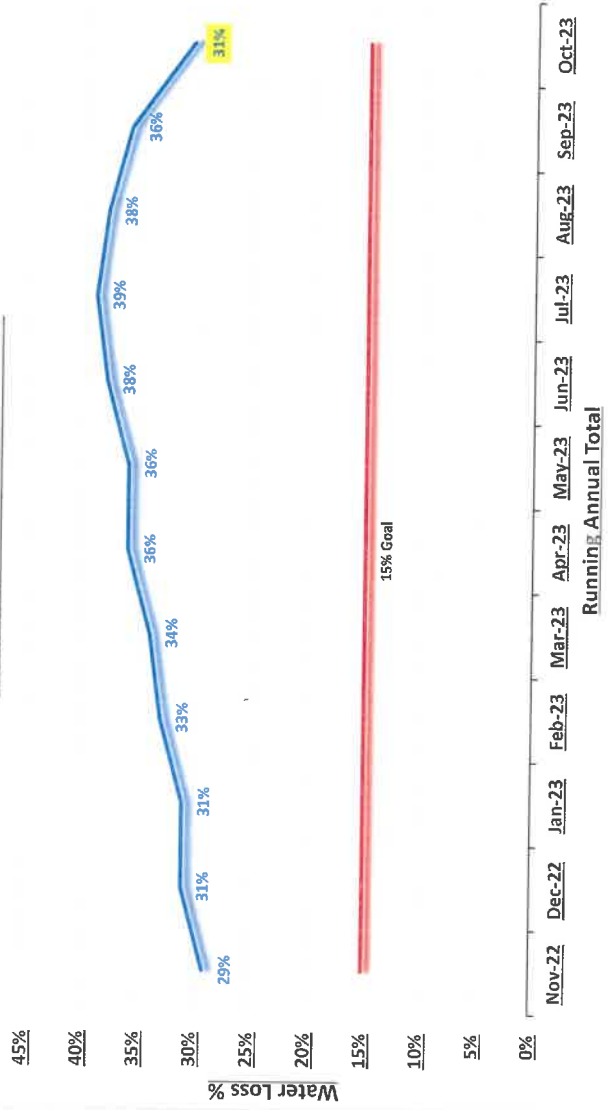
Total dollar amount billed **\$ 412,708.48**

## Edgecombe County Water & Sewer Monthly Water & Sewer Usage

### Monthly Usages

	Vault Readings	Water Purchased (Gallons)	Water Purchased Cost	Water Billed (Gallons)	Water Billed Amount	% Water Loss (Purchased vs. Billed)
Nov-22	41,613,756	39,137,832	\$138,369.92	22,902,840	\$332,926.58	41%
Dec-22	39,356,648	39,694,480	\$140,206.03	23,569,032	\$341,881.24	41%
Jan-23	35,858,704	37,798,036	\$134,206.81	25,535,487	\$356,246.30	32%
Feb-23	39,473,740	37,625,844	\$132,132.37	20,178,499	\$317,341.53	46%
Mar-23	33,408,484	31,007,616	\$118,102.11	22,194,533	\$331,568.32	28%
Apr-23	32,633,504	35,147,828	\$148,483.54	18,235,964	\$304,359.52	48%
23-May	26,632,036	26,250,272	\$96,468.94	20,009,475	\$316,353.30	24%
23-Jun	32,023,300	29,469,544	\$106,532.25	24,375,593	\$348,129.85	17%
23-Jul	32,311,612	34,626,680	\$123,689.89	29,828,309	\$381,360.56	14%
23-Aug	32,805,700	31,227,268	\$119,450.82	30,243,268	\$402,321.86	3%
23-Sep	34,371,308	34,502,828	\$130,780.81	23,868,710	\$358,178.41	31%
23-Oct	27,826,668	31,485,872	\$119,810.43	22,389,770	\$346,583.90	29%
<b>Total</b>	<b>408,315,460</b>	<b>407,974,100</b>	<b>\$1,508,233.92</b>	<b>283,331,480</b>	<b>\$4,137,251.37</b>	<b>31%</b>

### Running Annual Water Loss



### Running Annual Water Loss

Month	Water Loss %	Goal
Nov-22	29%	15%
Dec-22	31%	15%
Jan-23	31%	15%
Feb-23	33%	15%
Mar-23	34%	15%
Apr-23	36%	15%
May-23	36%	15%
Jun-23	38%	15%
Jul-23	39%	15%
Aug-23	38%	15%
Sep-23	36%	15%
Oct-23	31%	15%



Edgecombe County  
Financial Summary Report  
Fiscal Year 2024  
(As of November 30, 2023)

**GENERAL**

<b>REVENUES</b>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>	<u>Y-T-D % COLLECTED</u>
Ad Valorem Taxes	\$ 33,755,000	\$ 8,055,427	23.86%
Sales Taxes	9,900,000	1,872,811	18.92%
Other Taxes	164,000	62,017	37.82%
Intergovernmental	2,884,692	475,247	16.47%
Sales, Services and Fees	7,228,975	3,859,216	53.39%
Health Revenues	6,123,179	1,458,172	23.81%
DSS Revenues	11,824,630	1,776,994	15.03%
Other Revenues	1,030,034	355,040	34.47%
<b>Total Revenues</b>	<b>\$ 72,910,510</b>	<b>\$ 17,914,924</b>	<b>24.57%</b>

<b>EXPENDITURES</b>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>	<u>Y-T-D % EXPENDED</u>	<u>YTD ENCUMBERED</u>
General Government	\$ 10,700,168	\$ 4,097,605	38.29%	\$ 1,403,906
Public Safety	21,003,359	9,396,488	44.74%	1,669,977
Transportation	60,357	36,429	60.36%	23,929
Economic Development	2,004,301	531,392	26.51%	740,573
Human Services	19,278,503	6,624,333	34.36%	1,767,974
Cultural & Recreational	749,297	344,214	45.94%	315,893
Education	15,095,235	5,713,986	37.85%	8,331,249
Debt Service	4,446,511	1,006,980	22.65%	-
Transfers	7,813,160	217,747	2.79%	-
<b>Total Expenditures</b>	<b>81,150,891</b>	<b>27,969,173</b>	<b>34.47%</b>	<b>\$ 14,253,501</b>

Fund Balance Appropriation/Utilization **\$ (8,240,381) \$ (10,054,249)**

*Preliminary report subject to final accounting close adjustments.*

Edgecombe County  
 Financial Summary Report  
 Fiscal Year 2024  
 (As of November 30, 2023)

**WATER/SEWER**

Funds 61 - 68

**REVENUES**

	REVISED BUDGET	YTD ACTUAL	Y-T-D % COLLECTED	
Water & Sewer Revenue	\$ 6,923,404	\$ 2,353,741	34.00%	\$ -
Fund Balance Appropriated		-	0.00%	
	<u>\$ 6,923,404</u>	<u>\$ 2,353,741</u>	<u>34.00%</u>	

**EXPENDITURES**

	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
Water Operations	\$ 3,842,076	\$ 1,034,221	26.92%	\$ 713,301
Water Purchases	1,400,000	586,232	41.87%	413,768
Debt Service	1,681,328	313,975	18.67%	-
	<u>\$ 6,923,404</u>	<u>\$ 1,934,428</u>	<u>27.94%</u>	<u>\$ 1,127,069</u>

**SOLID WASTE**

Fund 60

**REVENUES**

	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED
Fees & Intergovernmental Revenues	\$ 2,944,500	\$ 775,742	26.35%
Transfer From General Fund	692,718		0.00%
	<u>\$ 3,637,218</u>	<u>\$ 775,742</u>	<u>21.33%</u>

**EXPENDITURES**

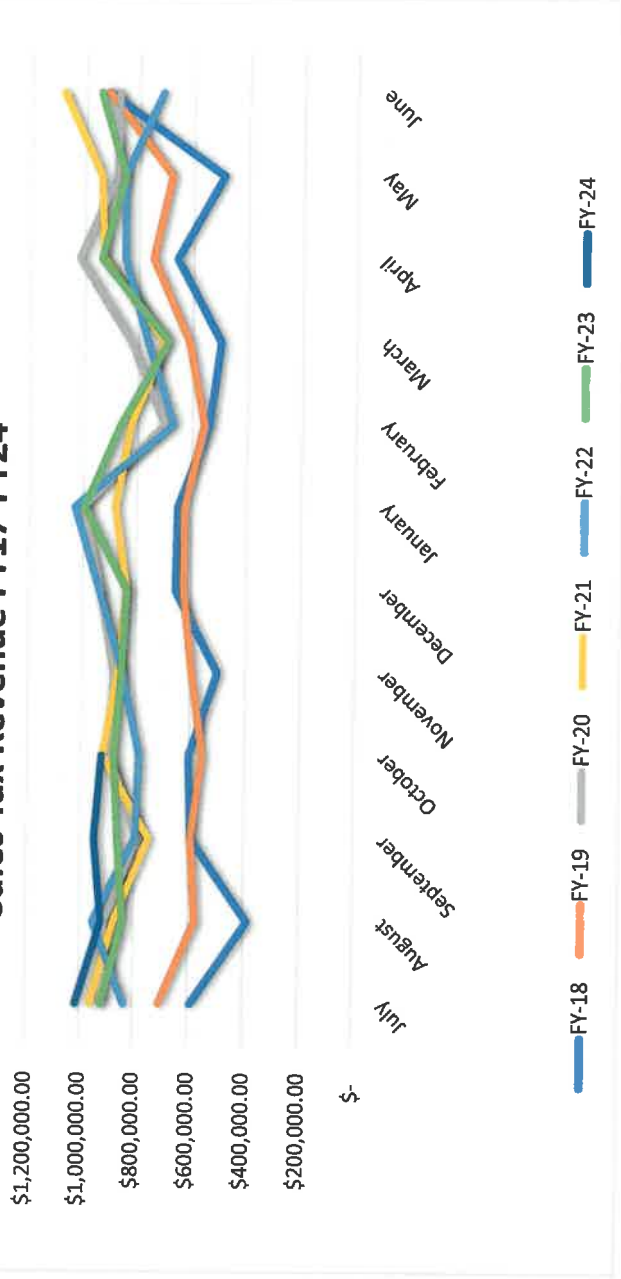
	REVISED BUDGET	YTD ACTUAL	Y-T-D % EXPENDED	YTD ENCUMBERED
Tipping Fees Paid	\$ 1,260,000	\$ 469,111	37.23%	\$ 430,889
All Other Expenditures	2,377,218	613,069	25.79%	415,996
	<u>\$ 3,637,218</u>	<u>\$ 1,082,180</u>	<u>29.75%</u>	<u>\$ 846,885</u>

*Preliminary report subject to final accounting close adjustments.*

### Sales Tax Revenue FY-17 to FY-24

	FY-17	FY-18	FY-19	FY-20	FY-21	FY-22	FY-23	FY-24
July	\$ 524,640.69	\$ 591,631.00	\$ 706,492.60	\$ 918,978.38	\$ 959,080.52	\$ 835,166.06	\$ 919,952.53	\$ 1,015,928.45
August	\$ 496,809.12	\$ 386,555.00	\$ 575,562.67	\$ 910,584.02	\$ 875,439.75	\$ 952,513.97	\$ 841,439.54	\$ 922,104.73
September	\$ 535,800.42	\$ 594,381.00	\$ 594,290.35	\$ 793,582.05	\$ 749,556.50	\$ 797,548.10	\$ 862,786.25	\$ 950,706.36
October	\$ 550,598.68	\$ 603,527.00	\$ 553,305.02	\$ 891,712.08	\$ 919,173.42	\$ 783,915.07	\$ 877,307.07	\$ 924,077.74
November	\$ 524,151.98	\$ 501,113.00	\$ 594,148.55	\$ 881,836.44	\$ 866,439.38	\$ 848,696.45	\$ 852,762.78	
December	\$ 565,158.52	\$ 656,761.00	\$ 625,876.31	\$ 933,905.36	\$ 835,767.89	\$ 938,033.02	\$ 835,755.85	
January	\$ 646,346.74	\$ 651,439.00	\$ 625,292.07	\$ 998,377.30	\$ 880,118.57	\$ 1,031,215.04	\$ 992,977.47	
February	\$ 456,629.94	\$ 538,041.00	\$ 555,797.98	\$ 701,629.28	\$ 825,638.11	\$ 668,816.14	\$ 862,634.81	
March	\$ 552,825.13	\$ 498,317.00	\$ 613,154.74	\$ 828,710.79	\$ 703,449.31	\$ 765,636.00	\$ 688,780.15	
April	\$ 603,072.60	\$ 659,470.00	\$ 747,478.05	\$ 1,021,163.03	\$ 930,247.08	\$ 850,851.44	\$ 938,632.47	
May	\$ 568,812.16	\$ 490,550.00	\$ 680,025.11	\$ 882,613.68	\$ 941,487.39	\$ 854,338.99	\$ 852,266.06	
June	\$ 502,361.89	\$ 914,517.00	\$ 914,517.51	\$ 875,944.79	\$ 1,080,970.07	\$ 716,629.82	\$ 944,248.45	
	\$ 6,527,207.87	\$ 7,086,302.00	\$ 7,785,940.96	\$ 10,639,037.20	\$ 10,567,367.99	\$ 10,043,360.10	\$ 10,469,543.43	\$ 3,812,817.28

### Sales Tax Revenue FY17-FY24



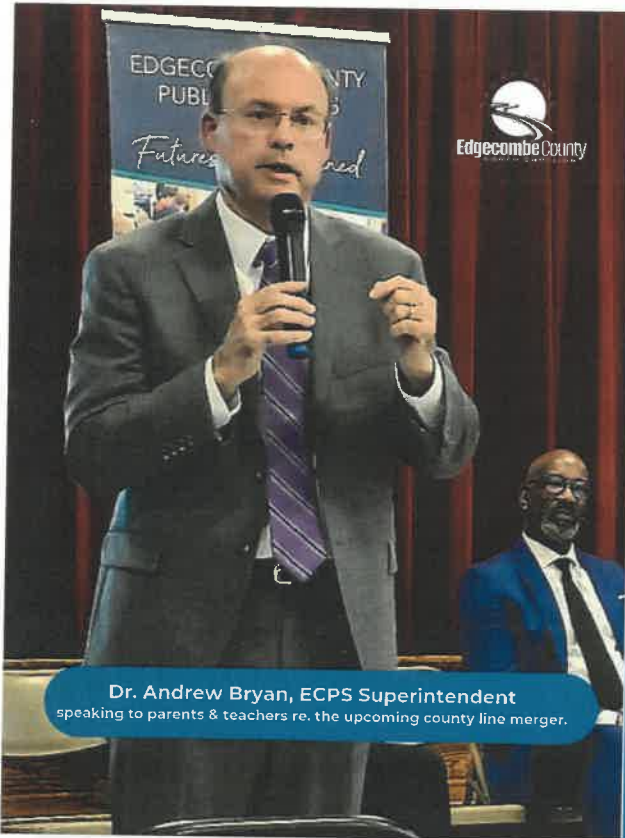
**Sales Tax Budgeted vs. Actual**

	Budgeted	Actual	Difference	
FY17	\$ 6,000,000.00	\$ 6,527,207.87	\$ 527,207.87	<b>Δ from Total FY-22 to FY-23</b>
FY18	\$ 6,140,000.00	\$ 7,086,302.00	\$ 946,302.00	FY-23 \$ 10,469,543.43
FY19	\$ 6,250,000.00	\$ 7,785,940.96	\$ 1,535,940.96	FY-22 \$ 10,043,360.10
FY20	\$ 6,405,000.00	\$ 10,639,037.20	\$ 4,234,037.20	\$ <b>426,183.33</b>
FY21	\$ 6,575,000.00	\$ 10,567,367.99	\$ 3,992,367.99	
FY22	\$ 9,650,000.00	\$ 10,043,360.10	\$ 393,360.10	<b>Δ from last year July-September</b>
FY-23	\$ 9,750,000.00	\$ 10,469,543.43	\$ 719,543.43	FY-24 \$ 3,812,817.28
FY-24	\$ 9,900,000.00	\$ 3,812,817.28	\$ (6,087,182.72)	FY-23 \$ 3,501,485.39
				\$ <b>311,331.89</b>

# GETTING OFF THE LISTS!

FRIDAY 11/24/2023

MONTHLY UPDATE



Dr. Andrew Bryan, ECPS Superintendent speaking to parents & teachers re. the upcoming county line merger.

## GOTL NEWS

- We welcome Dr. Andrew Bryan, the new Superintendent of Edgemcombe County Schools. Dr. Bryan is excited to be a part of GOTL!
- 110 people have committed to serving on a taskforce to help us GOTL. There's still time if you haven't. [Click here](#)
- Though EC still has one of the highest unemployment rates in the state, we're closing the gap. In Oct. '22, the UR in EC was 3.7 percentage pts. higher than the state. In Oct. '23 we're only 1.8 percentage pts higher. That's reason to celebrate!

### WE WELCOME TRACY PUDDY TO THE GOTL TEAM!

One of the critical lists we're going to get off is the list of one of the highest unemployment rates in the state. To do that, we must help our unemployed citizens get connected to a good job or to the training they need to get that good job. So we created a new position called the Career Navigator, and Tracy Puddy is our very first. Tracy has years of experience in the workforce network assisting job seekers. We're very excited to have her on our team. More to come!



### WE NEED TO KNOW MORE ABOUT THE GOOD WORK THAT'S BEING DONE!

A key strategy of GOTL is to identify the efforts that are currently underway in our four focus areas (Youth/Families; Health Equity; Education/Workforce Development; and Affordable Housing) and then build support structures under and around them to help increase their positive outputs. To best do that, we need to know as much as we can about these existing efforts.

If you're with a public service organization addressing challenges in one of the four focus areas in Edgemcombe County please complete this **short survey!** With this survey, we aim to gain a better understanding of your organization, the work you do, and how we can collaborate to help Edgemcombe County "Get Off The Lists"!



# EDGECOMBE COUNTY IS GETTING OFF THE LISTS!

That includes reducing our high unemployment rate by assisting our residents with getting a good job or getting the training they need to get a good job.

Edgecombe County's Career Navigator is here to assist unemployed Edgecombe County residents to navigate employment opportunities and/or upskill for better jobs by offering...

- Career Assessments
- Community Resources
- Training Opportunities
- Job Search Assistance



Contact  
Tracy Puddy,  
Career Navigator  
(252) 907-2568  
[tracypuddy@edgecombepco.com](mailto:tracypuddy@edgecombepco.com)

**FOR MORE INFORMATION  
ON OUR EFFORTS TO  
GOTL, VISIT...**

[www.edgecombepcountync.gov](http://www.edgecombepcountync.gov)



# Edgecombe County

County Administration Building  
201 St. Andrew St., PO Box 10 Tarboro, NC 27886  
252-641-7834 · Fax 252-641-0456  
[www.edgecombcountync.gov](http://www.edgecombcountync.gov)

**Eric Evans**  
County Manager  
ericevans@edgecombco.com

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**TO: BOARD OF COMMISSIONERS**  
**FROM: ERIC EVANS, COUNTY MANAGER**  
**DATE: DECEMBER 1, 2023**  
**SUBJECT: MAJOR EVENTS AND IMPORTANT MEETINGS**

---

To give the Board insight into some of the things I have the privilege of doing or participating in, I'm sharing my major events and important meetings over the last month. This is not a complete list of my meetings during the month.

- **Nov. 2<sup>nd</sup>** Conducted first round of interviews for the Parks and Recreation Director.
- **Nov. 6<sup>th</sup>** Bi-weekly meeting with state lobbyist.
- **Nov. 7<sup>th</sup>** Weekly meeting with Compensation Plan Committee.
- **Nov. 8<sup>th</sup>** Monthly Department Head Meeting.
- **Nov. 8<sup>th</sup>** Monthly Executive Team meeting.
- **Nov. 8<sup>th</sup>** Coastal Plains Tax Association meeting.
- **Nov. 9<sup>th</sup>** Appreciation luncheon for staff members who are veterans.
- **Nov. 14<sup>th</sup>** Presented on our Getting Off the Lists initiative at the Twin Co. Partnership for Healthier Communities quarterly meeting at UNC Nash Hospital.
- **Nov. 15<sup>th</sup>** Called Commissioners Meeting.
- **Nov. 15<sup>th</sup>** Meeting with prospect for Kingsboro Industrial Park.
- **Nov. 16<sup>th</sup>** Carolinas Gateway Partnership Board of Directors meeting.
- **Nov. 20<sup>th</sup>** Spoke to juniors and seniors at Edgecombe Early College on career opportunities in local government.
- **Nov. 20<sup>th</sup>** Meeting on future school funding considerations.
- **Nov. 20<sup>th</sup>** 1<sup>st</sup> day start-up and planning meeting with our new Career Navigator.
- **Nov. 22<sup>nd</sup>** Participated in serving Thanksgiving lunch to the Boys & Girls club students at Stocks Elementary.
- **Nov. 28<sup>th</sup>** Met with regional representative of the NC Association of County Commissioners.
- **Nov. 29<sup>th</sup>** Met with community engagement representative with Blue Cross-Blue Shield of NC.
- **Nov. 29<sup>th</sup>** County Line Merger Community Meeting at Parker Middle School.
- **Nov. 30<sup>th</sup>** Meeting with prospect for Kingsboro Industrial Park.

*Edgecombe County is a historic place that values its citizens and natural resources,  
and creates opportunities where people are proud to live, work and play for generations to come.*



# Economic/Workforce Indicators for Edgemcombe County Reported to Commissioners - December 2023 Commissioners Meeting

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Apr-23
<b>Jobs</b>								
Openings (@ date of report)	1642	1944	1877	1785	1566	1545	1635	1573
Previous report total	3097	3326	3407	3324	3243	3087	2835	2919
# Change	139	229	81	-83	-81	-156	-252	84
% Change	4.70%	7.40%	2.40%	-2.40%	-2.40%	-4.80%	-8.10%	3.0%
<b>Workforce</b>								
Labor Force	20223	20202	20240	19905	19905	19905	20013	20,054
Employed	18764	18593	18736	18555	18555	18555	18560	18,779
Unemployed	1459	1609	1504	1350	1350	1350	1453	1,275
Unemployment Rate	7.20%	8%	7.40%	6.80%	6.80%	6.80%	7.30%	6.40%
State Ranking	2	1	2	2	2nd <sup>1</sup>	2nd	1st	5

	23-May	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
<b>Jobs</b>							
Openings (@ date of report)	1559	1579	1386	1451	1406	1329	1312
Last month total	2666	2961	3084	2523	2529	2444	2216
# Change	-253	295	123	-561	6	-85	-228
% Change	-9%	11.10%	4.20%	-18%	0.20%	-3.40%	-9.30%
<b>Workforce</b>							
Labor Force	20,078	20165	20246	20246	20035	20035	20121
Employed	18,849	19110	19001	19001	18845	18845	19068
Unemployed	1,229	1055	1245	1245	1190	1190	1053
Unemployment Rate	6.1%	5.2%	6.1%	6.1%	5.90%	5.90%	5.20%
State Ranking	5	2	2	2	2	2	2

<sup>1</sup> Updated unemployment figures were not available at the this report was prepared  
<sup>2</sup> Tied for 5th with Graham County  
<sup>3</sup> Tied with Scotland County  
<sup>4</sup> Tied with Halifax County  
<sup>5</sup> Tied with Hide Co.  
<sup>6</sup> Tied with Wilson Co.  
<sup>7</sup> Tied with Warren County  
<sup>8</sup> Tied with Warren and Vance  
<sup>9</sup> Tied with Warren, Washington & Wilson Co  
<sup>10</sup> Tied with Vance Co.



# Memorandum

**To:** TDA Board  
**From:** Lisa Warren, Accounting Specialist  
**Date:** 10/12/2023  
**Re:** Finance Report



---

In fiscal year-to-date 2024, Edgecombe County has collected a total amount of **\$46,086.85** in Occupancy Tax for the TDA. The September collections totaling **\$21,782.84** will be deposited to the TDA bank account at PNC Bank during the week ending October 13th.

Total Expenditures for fiscal year-to-date 2024 through September 30, 2023 equal **\$10,862.34.**

As of September 30, 2023, the bank statement for the TDA- PNC Bank Account balance was **\$300,480.37.**

I recommend the TDA vote to approve the Finance report as presented.

Please feel free to contact me with any questions or concerns by email at [lisawarren@edgecombeco.com](mailto:lisawarren@edgecombeco.com) or phone at (252)641-4742 (office).

**Tourism Office Budget FY 24 - Revised**

<b>Line Item</b>	<b>Budget</b>	<b>YTD</b>	<b>Funds Remaining</b>
<b>REVENUES</b>			
6% Edgecombe County Occupancy Tax	\$ 115,000.00	\$ 30,996.26	\$ 84,003.74
Grant Awards	\$ -		\$ -
Miscellaneous Revenue	\$ -	\$ -	\$ -
Fund Balance Appropriated	\$ 114,300.00	\$ -	\$ 114,300.00
Other			\$ -
<b>TOTAL REVENUES</b>	<b>\$ 229,300.00</b>	<b>\$ 30,996.26</b>	<b>\$ 198,303.74</b>
<b>EXPENSES</b>			
		<b>YTD</b>	<b>Available Funds</b>
<b>HUMAN RESOURCES</b>			
Payroll			
FICA - .765%			
Retirement 6%			
Group Insurance			
401K Contribution 1%			
Contract Services - Social Media Marketing	\$ 13,100.00	\$ 3,249.00	\$ 9,851.00
Contract with Chamber	\$ 22,200.00	\$ 3,700.00	\$ 18,500.00
Performance Bonus- Executive Director	\$ 3,000.00		\$ 3,000.00
Performance Bonus- Social Media	\$ 3,000.00		\$ 3,000.00
<b>TOTAL HUMAN RESOURCES</b>	<b>\$ 41,300.00</b>	<b>\$ 6,949.00</b>	<b>\$ 34,351.00</b>
<b>OPERATIONS</b>			
Office Supplies	\$ -		\$ -
Equipment	\$ 1,000.00	\$ 173.37	\$ 1,173.37
Travel (Mileage) and Lodging	\$ -		\$ -
Travel (Mileage) and Lodging	\$ 4,500.00		\$ 4,500.00
Board Meeting Expenses	\$ 1,000.00	\$ 149.41	\$ 850.59
Telephone	\$ -		\$ -
Postage	\$ 1,000.00	\$ 36.80	\$ 963.20
Utilities	\$ -		\$ -
Dues and Subscriptions	\$ 2,750.00		\$ 2,750.00
Data Processing - Web Hosting	\$ 2,200.00		\$ 2,200.00
Rental Equipment	\$ -		\$ -
Misc. Expense	\$ 3,350.00	\$ 79.97	\$ 3,270.03
Banking Fees	\$ 200.00	\$ 73.79	\$ 126.21
Other Contract Services			\$ -
Legal Expenses			\$ -
Audit	\$ 2,500.00		\$ 2,500.00
<b>Total Operations</b>	<b>\$ 18,500.00</b>	<b>\$ 513.34</b>	<b>\$ 15,833.40</b>
<b>Marketing</b>			
Printing - Marketing Materials	\$ 42,000.00	\$ 900.00	\$ 41,100.00
Advertising/Grant Awards	\$ 20,000.00	\$ 2,500.00	\$ 17,500.00
Contract Services - Web Design	\$ -		\$ -
Contract Services - Brochure Design	\$ -		\$ -
Contract Services - Logo Design	\$ -		\$ -
Hotels	\$ 7,500.00		\$ 7,500.00
Social Media Ads	\$ 1,000.00		\$ 1,000.00
Sponsorship	\$ 2,000.00		\$ 2,000.00
WITN	\$ 10,000.00		\$ 10,000.00
RMEC	\$ 5,000.00		\$ 5,000.00
<b>Total Marketing</b>	<b>\$ 87,500.00</b>	<b>\$ 3,400.00</b>	<b>\$ 84,100.00</b>
<b>Asset Development</b>			
Land Purchase			\$ -
Other	\$ -		\$ -

<b>Total Assest Development</b>	\$ -	\$ -	\$ -
Town of Tarboro 2023 Allocation Rolled forward	\$ 32,000.00		
Town of Tarboro Reserve for Grant Match	\$ 50,000.00		
		<b>YTD</b>	<b>Availiable Funds</b>
<b>TOTAL HUMAN RESOURCES</b>	\$ 41,300.00	\$ 6,949.00	\$ 34,351.00
<b>TOTAL OPERATIONS</b>	\$ 18,500.00	\$ 513.34	\$ 17,986.66
<b>TOTAL MARKETING</b>	\$ 87,500.00	\$ 3,400.00	\$ 84,100.00
<b>TOTAL ASSEST DEVELOPMENT</b>	\$ -		\$ -
<b>TARBORO ALLOCATION</b>	\$ 82,000.00		\$ 82,000.00
<b>TOTAL EXPENDITURES</b>	\$ 229,300.00	\$ 10,862.34	\$ 218,437.66
<b>Net Gain or Loss</b>	\$ -	\$ 41,858.60	
<b>Fund Balance Remaining</b>	\$ -		





**Corporate Office:**  
514 East Main Street  
Post Office Box 369  
Beulaville, N.C. 28518  
Provider Service Line: 888-977-2160  
Member and Recipient Service Line: 800-913-6109  
24/7 Behavioral Health Crisis Line: 866-218-1328

Sarah N. Stroud, CEO

November 9, 2023

County of Edgecombe  
Mr. Eric Evans  
County Manager  
201 St. Andrew Street, Rm 402; PO Box 10  
Tarboro, NC 27886

Dear Mr. Evans,

Congratulations! Edgecombe County's Community Paramedic Program proposal has been chosen to participate in Eastpointe's County Initiative for the Impact of Opioid Use and/or Whole Person Integrated care.

The amount of \$60,000 will be awarded for this FY24 initiative. We are excited for our expanded partnership in serving Edgecombe's residents. Eastpointe's Contracts Department will reach out to you with the next steps for this process.

If you have any questions about this award, please contact me at 252-520-8866 or [mcroom@eastpointe.net](mailto:mcroom@eastpointe.net).

Sincerely,  
DocuSigned by:

*Monique Croom* 11/9/2023

0BF007D71CEA40F...  
Monique Croom MS, NCI

Network Project & Provider System Maintenance Manager

cc: Victoria Jackson, Chief, External Operations  
Terrell Alston, Senior Director of Provider Contracting & Community Affairs  
Tarmeldria Lane, Contracts Administrator  
Catherine Dalton, Chief of Business Operations  
Sarah Stroud, Chief Executive Officer  
Mark Lloyd, Assistant Director of Network Operations  
Dalton Barrett, Community Paramedic

DocuSigned by:

*Eric Evans*  
064918E8AB8644B...

11/13/2023



**If you are deaf or hard of hearing, dial 711 for NC Relay or 1-888-819-5112**

An Equal Opportunity/Affirmative Action Employer

[www.eastpointe.net](http://www.eastpointe.net)

# Memorandum

**To:** Board of Commissioners  
**From:** Eric Evans, County Manager *EE*  
**Date:** 12/1/23  
**Re:** Agreement with NC-DIT and Brightspeed



As you are aware, Brightspeed has been awarded \$4,000,000 from the NC Department of Information Technology through the Great Grant program to expand broadband access in the County. NC-DIT is now ready to move forward with the project, and so an agreement between the three parties is presented for your consideration. You'll recall that we pledged \$50,000 of County funds for the project. This will be given at the end of construction once we have verified it has been completed per their grant proposal.

I recommend that you approve the agreement as presented.

November 15, 2023

Pamela Sherwood  
Connect Holding II, LLC dba Brightspeed  
1120 South Tryon Street, Suite 700  
Charlotte, NC 28203

Eric Evans, County Manager  
Edgecombe County  
Post Office Box 10  
Tarboro, NC 27886

Re: Grant Agreement for Application # 1000013975 (Grant Agreement #2000069466)  
Your Signature and Reply is Requested  
Project Title: Edgecombe  
Unique Entity Identifier in SAM.gov: JWYXBY1U3ML3

Dear Ms. Sherwood:

Thank you again for your participation in the GREAT American Rescue Plan Act Round and congratulations on your award. Attached for your review and signature is the contract document required to establish the agreement for the GREAT award with the North Carolina Department of Information Technology. NCDIT funding will be provided on a reimbursement basis. NCDIT's portion of this project is funded with a federal award from the U.S. Department of the Treasury to the State of North Carolina dated March 3, 2021 (Assistance Listing Number 21.027, Coronavirus State and Local Fiscal Recovery Funds).

Below is a description of the documents enclosed along with an explanation of the signatures required for each document. The authorized representative from your company and county should execute this agreement via AdobeSign no later than November 27, 2023.

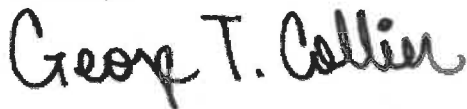
<b>Document:</b>	<b>Document Description:</b>	<b>Signed By:</b>
Agreement	Contract: Outlines the terms of the Agreement between NCDIT and the Grantee.	Authorized Representative for the Grantee
Exhibit A	NCDIT and County disclosures required by 2 C.F.R. 200.332 and 09 NCAC 03M.	No Signature Required
Exhibit B	Scope of Services: Outlines the scope of the construction project, including the Project Budget	No Signature Required

**Growing Rural Economies with Access to Technology Agreement  
NCDIT Broadband Infrastructure Office Program**

Exhibit C	Project Milestones: Outlines the schedule and contents of reports that are due from the Grantee to NCDIT.	No Signature Required
Exhibit D	Reporting Schedule for Progress Reports	No Signature Required
Exhibit E	Progress Report Template: Provides a template document for the Grantee to submit progress reports, including spending to date	No Signature Required
Exhibit F	Payment Process: Outlines the process for the Grantee to request reimbursements from NCDIT.	No Signature Required
Exhibit G	Byrd Anti-Lobbying Certification	Authorized Representative for the Grantee
Exhibit H	Key Personnel of the Grantee	No Signature Required
Exhibit I: Mapping Files	Data file (cvs) and map that identifies eligible locations for the grant project.	No Signature Required
Exhibit J: County Match (Financial)	Process for payment of County matching funds	Signed by Authorized Representative for County and Grantee
Exhibit K: County Match (Infrastructure)	Description of County's contribution of infrastructure	Signed by Authorized Representative for County and Grantee

If you have any questions regarding the enclosed documents, please contact me at (919) 909-9063 or [greatgrant@nc.gov](mailto:greatgrant@nc.gov).

Sincerely,



George T. Collier, Deputy Director  
Broadband Infrastructure Office  
NC Department of Information Technology

Enclosures



**Growing Rural Economies with Access to Technology Agreement  
NCDIT Broadband Infrastructure Office Program**

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**Article 1. Overview.**

**Section 1.1. Parties.** The North Carolina Department of Information Technology (“NCDIT”), an agency of the State of North Carolina (“State”) and Edgecombe County (the “County”) (NCDIT and the County are hereinafter collectively referred to as “Grantors”) enter into this Growing Rural Economies with Access to Technology (“GREAT”) Program Agreement (“Agreement” or “Contract”) with the **Connect Holding II, LLC, dba Brightspeed** (the “Grantee”). Together, Grantors and Grantee are hereinafter collectively referred to as the “Parties” or each individually as a “Party”.

**Section 1.2. Roles.** For the purposes of this Agreement, NCDIT is a recipient and a pass-through entity for the U.S. Department of the Treasury, and the Grantee is a subrecipient, as defined by 2 C.F.R. 200.1. If the County is using federal funds for the project described herein, then pursuant to 2 C.F.R. 200.1 it is also a recipient and a pass-through entity for the purposes of this Agreement, unless those funds are categorized as revenue replacement funds, in which case the County is a recipient.

**Section 1.3. Purpose.** The purpose of this Agreement is to establish the terms and conditions for the use funds that Grantors have awarded to the Grantee to carry out the State’s GREAT Program. Grantors awarded this funding: (1) based on the application filed by the Grantee and any subsequent materials supporting the application; (2) based on GREAT Program guidelines and other requirements and guidelines; and (3) for the deployment of broadband infrastructure to provide the locations identified in this Agreement with at least 100 megabits per second download and 100 megabits per second upload speeds by December 31, 2026, as described in the application (the “Project”).

**Section 1.4. Source of Funding.** The State received State Fiscal Recovery Funds (“SFRF”) pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended (“ARPA”). Broadband infrastructure projects are an eligible use of SFRF funds (87 Fed. Reg., 4339 Jan. 27, 2022), and NCDIT intends to pay for the cost of this Project using a portion of the \$350,000,000 in SFRF funds appropriated to NCDIT by the North Carolina General Assembly for the GREAT grant program (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). In accordance with N.C. Gen. Stat., § 143B-1373(g)(1) (as amended by S.L. 2021-180, Section 38.4(a)(8)), the County will contribute matching funds for the cost of this Project in the form of a financial match using either ARPA funds or the County’s unrestricted general funds, or it will contribute existing infrastructure that has been installed for its enterprise, non-consumer broadband purposes, or any other property, buildings, or structures owned by the County.

**Section 1.5. Compliance.** The Parties to this Agreement are subject to state and federal statutes, rules, and regulations applicable to this Agreement, including but not limited to: Section 602 of the Social Security Act; the Uniform Guidance of the Office of Management and Budget (2 C.F.R.

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Part 200); the SFRF and ARPA rules and regulations issued by the U.S. Department of the Treasury, (including the SFRF Final Rule at 87 Fed. Reg. 4338, Jan. 27, 2022, to be codified at 31 C.F.R. Part 35); N.C.G.S. §143B-1373 and any relevant amendments, including but not limited to S.L. 2021-180, Section 38.4 and its subsequent amendments and technical changes (the “**GREAT statutes**”); the Uniform Administration of State Awards of Financial Assistance (09 NCAC 03M); and the award agreement between the State of North Carolina and the U.S. Department of the Treasury. Neither NCDIT nor the County shall make any distributions of funds absent the Grantee’s agreement and adherence to each term and condition contained herein. To the extent that the North Carolina General Assembly, after the Effective Date of this Agreement, enacts legislation that retroactively impacts the Project, the Parties shall have the right to amend this Agreement in accordance with those laws. Grantee also agrees to abide by additional guidance from the U.S. Department of the Treasury regarding the applicability of certain provisions of 2.C.F.R. Part 200. Nothing in this Agreement waives, excuses, or amends requirements imposed by State or Federal law for the administration of these funds.

**Section 1.6. Disclosures.** Federal regulations, specifically 2 C.F.R. 332 require Grantors to provide the Grantee with specific information about this award. All required information, along with state disclosures required by 09 N.C.A.C. 03M, is listed in Exhibit A, “NCDIT Disclosures”.

**Section 1.7. Term of Agreement.** The effective period of this Agreement shall commence on **November \_\_, 2023** (“**Effective Date**”) and shall terminate on **November \_\_, 2028**, unless terminated on an earlier date by any of the Parties in accordance with the terms of this Agreement (either one of which dates shall constitute the “**Termination Date**”).

**Section 1.8. Construction Period.** The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B “Scope of Services” and shall not extend beyond two years, subject to the provisions of Section 2.4.

**Section 1.9. Maintenance Period.** The Maintenance Period begins on the expiration date of the Construction Period and shall continue until the Termination Date. Broadband service at or above the minimum speeds must be continually made available to the locations specified in Exhibit B through the Maintenance Period until the Termination Date of this Agreement.

**Article 2. Scope of Funded Activities.**

**Section 2.1. Scope of Project.** The scope of the Project covered by this Agreement is set out in the Scope of Services, attached hereto as Exhibit B, which includes the project budget (“**Project Budget**”). The Grantee shall perform all services described in Exhibit B (“**Covered Services**”).

- a. **Reliance by NCDIT.** The Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application, which have been relied upon by NCDIT in awarding this funding, are incorporated by reference into this Agreement.
- b. **GREAT Program Guidelines.** NCDIT policy related to the performance of this

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Project is set out in the GREAT Program guidelines, which may be amended, modified, or supplemented and applied accordingly to this Agreement by NCDIT in its sole discretion. Guidelines and other documentation are available at <https://www.ncbroadband.gov/funding-programs/great-grant-federal/great-grant-2021-2022/great-grant-management-documents-federal>

**Section 2.2. NCDIT Funding and Administrative Expenses.**

- a. **GREAT Award.** NCDIT awards to the Grantee an amount not to exceed **\$4,000,000.00** for infrastructure costs directly relating to the Project (“**GREAT Award**”). If NCDIT determines that the actual costs of the Project are less than the Project budget amount, NCDIT, in its discretion, may reduce the amount of the GREAT Award funding accordingly.
- b. **Total Funding.** The total GREAT Award funding for the Project, including the sources of the funds and the percentages of each source are set forth in Exhibit B.
- c. **Eligible Expenditures.** Pursuant to N.C.G.S. § 143B-1373(b), eligible expenditures for the Project are limited to infrastructure costs as defined in N.C.G.S. § 143B-1373(a)(9), which are costs directly related to the construction of broadband infrastructure for the extension of broadband service for an eligible project, including (“**Eligible Expenditures**”):
  1. Installation;
  2. Acquiring or updating easements;
  3. Equipment;
  4. Fiber;
  5. Construction;
  6. Backhaul infrastructure directed at broadband service to the end user;
  7. Testing costs;
  8. Engineering costs; and
  9. Costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment.
- d. **Expenditure Reimbursement.** Eligible Expenditures incurred since the date of the award in anticipation of this Project may be reimbursed, subject to the Grantee’s submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT’s approval of such request.
- e. **Materials Reimbursement.** Eligible Expenditures for materials incurred since March 3, 2021 in anticipation of this Project may be reimbursed, subject to the Grantee’s submission to NCDIT of documentation sufficient to support such request for



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reimbursement and NCDIT's approval of such request.

- f. **Non-Eligible Expenditures.** Without limitation and as determined by NCDIT in its sole discretion, the following expenditures are not eligible for GREAT Award funding and should **not** be submitted to NCDIT for reimbursement or credited by the Grantee toward its Cash Match requirement under Section 2.4.e.1 below:
1. Middle mile, backhaul, and other similar projects not directed at broadband service for end users;
  2. Overhead expenses;
  3. Administrative costs;
  4. Lease payments; or
  5. Expenditures related to areas where the Grantee has been designated to receive funds through other State or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with eighteen (18) months or for the duration of the federal funding program for that area, or if the Grantee is otherwise in good standing with the funding agency's regulations governing the funding program.

**Section 2.3. County Partnership.** The County has the authority to provide a grant to the Grantee for the purpose of this Project pursuant to N.C.G.S. § 153A-459. The County is also authorized to enter into a partnership the Grantee pursuant to N.C.G.S. §143B-1373(11a)(b) and §143B-1373(g)(1)(as amended by S.L. 2021-180, Section 38.4(a)(8)). The terms and conditions of the County's partnership agreement with Provider are set out in this Agreement. The County contribution to the partnership shall be in the form of either a financial match or an infrastructure contribution as described in this Section ("County Partnership"). By signing this Agreement, the County and the Grantee each certify that a partnership exists between them for the purpose of the Project.

- a. **Financial Match.** The County will provide a matching financial contribution for the Project in an amount up to fifty percent of the amount contributed by the Grantee as set forth in Section 2.4.e.1 of this Agreement. Any county providing a financial match may use unrestricted general funds or federal ARPA funds allocated to it for the purpose of improving broadband infrastructure. If the County uses federal ARPA funds, it will comply with all relevant reporting requirements governing the use of ARPA funds. The County and the Grantee shall comply with the process and requirements set forth in Exhibit J, "Process for Payment of County matching funds".
- b. **Infrastructure Contribution.** If the County provides a contribution in the form of infrastructure for the Project, it shall comply with the requirements set forth in Exhibit K, "Description of County's contribution of infrastructure". The Grantee shall be required to execute Exhibit K prior to the disbursement or use of any infrastructure.

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**2.4. Grantee Duties.**

**a. Broadband Access and Speeds.**

1. The Grantee shall deploy infrastructure to the approved locations required by the Grant Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the Grantee is the minimum speed made available to all Locations in the grant project and must be scalable to 100 Mbps symmetrical by December 31, 2026.
2. The Grantee shall provide to Grantors evidence consistent with the Federal Communications Commission attestation that the Grantee is providing access and making available the proposed speed, or a faster speed, to the targeted address points ("**Locations**") as described in Exhibit B to this Agreement. For the purposes of this Agreement, broadband access is considered available if the Internet carrier can provide broadband service to a Location immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.
3. If applicable, the Grantee shall disclose to Grantors any changes to data caps for the Project that differ from the data caps listed in the Application. For the purposes of this Agreement, "data caps" are the limits imposed by broadband service providers on the total amount of data a user can download or upload during a specified period.

**b. Records.**

1. The Grantee shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
2. The Grantee shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

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**c. Project Milestones and Progress Reports.**

1. Project Milestones are set forth in Exhibit C, "Project Milestones", to this Agreement. The Grantee must submit Project progress reports as required in Section 2.4.d. and in Exhibit D, Reporting Schedule for Progress Reports, including any other requested documentation, demonstrating the achievement of the milestones set forth in Exhibit C.
2. If the Grantee does not complete the milestone as agreed upon within the period of time described in this section, NCDIT may impose additional monitoring and reporting requirements or terminate this Agreement pursuant to the termination provisions set forth herein. Failure to complete a milestone and meet reporting requirements may constitute a material breach of this Agreement, and Grantors may exercise the authority under N.C.G.S. § 143B-1373, 2 C.F.R. § 200.339, and this Agreement to seek termination of this Agreement and retrieval of funds expended.

**d. Reporting Requirements.** NCDIT will perform monitoring of the Project, including on behalf of the County, as set forth in Section 5.1.a. NCDIT will require Project progress reports as set forth herein and in accordance with 2 C.F.R. § 200.329, and will provide copies of all reports to the County within 10 business days.

1. The Grantee agrees to generate reports regarding the Project as described herein and as may be requested by the State (including, without limitation, NCDIT) or by a relevant federal agency. The Grantee further grants the State (including any of its agencies, commissions or departments such as NCDIT, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any relevant federal agency, and their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement and the Project. In addition, the Grantee agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, NCDIT) or relevant federal agency for other financial and organizational materials needed to comply with their fiscal monitoring responsibilities or to evaluate the short- and long-range impact of their programs.
2. The Grantee shall furnish NCDIT detailed written progress reports using Exhibit E, "Progress Report Template" provided by NCDIT according to the time periods specified in Exhibit D or as otherwise requested by NCDIT. NCDIT shall conduct risk assessments of the Grantee as set out in Section 5.1. For Projects determined to be Low Risk or Medium Risk, progress reports will be required on a quarterly basis during the Construction Period. For Projects determined to be High Risk, progress reports will be required on a monthly basis during the Construction Period.

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Progress reports for projects at any risk level shall be required annually during the Maintenance Period. Progress reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project, including but not limited to:

- (a) A description of accomplishments achieved during the reporting period towards the relevant milestones;
  - (b) A description of any problems or delays encountered during the reporting period, including an explanation for why established goals were not met, if applicable;
  - (c) Expenditures during the reporting period and any other financial information requested, including an analysis of cost overruns if applicable;
  - (d) During the Maintenance Period, speed levels, data allowances, and pricing options for all services levels offered to end consumers;
  - (e) During the Maintenance Period, confirmation of participation in the Affordable Connectivity Program (“ACP”) or program that provides benefits to households commensurate with those provided under the ACP; and
  - (f) Any additional pertinent information.
3. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT is in receipt of the delinquent report and the report meets with NCDIT’s approval, in NCDIT’s sole discretion. Failure to submit required reports, upon request by NCDIT, may result in the Project being subject to the repayment provision in Section 3.4 and may negatively impact the Grantee’s eligibility for future funding.
4. Within sixty (60) days after the Termination Date, the Grantee shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Grantee shall include the following:
- (a) A description of the Project and how it was implemented;
  - (b) To what degree the established objectives were met;
  - (c) The difficulties encountered;
  - (d) The number of Locations served and whether those Locations are households or businesses;
  - (e) Mapping data sufficient to identify all Locations served and infrastructure built;
  - (f) Total final cost of the Project;
  - (g) Cost per location served;
  - (h) Speed levels, data allowances, and pricing options for all service levels

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- offered to end consumers;
- (i) Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;
  - (j) Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the Application are available throughout the Project area to any end user connections; and
  - (k) Any other information requested by NCDIT.

**e. Funding.**

1. As a condition of receiving GREAT Award funds, the Grantee must contribute a cash match of **\$4,116,930.00**, pursuant to N.C.G.S. §143B-1373(j), as amended by S.L. 2021-180, Section 38.4(13). Up to 50% of the Cash Match may be comprised of third-party funding and other grant programs, to the extent applicable rules permit, including the County financial match as described in Section 2.3. Expenditures that NCDIT, in its sole discretion, determines are not eligible for funding may not be counted toward the Cash Match. All Cash Match funds shall be used for Eligible Expenditures pursuant to the Payment Schedule as specified in Exhibit F, "Payment Schedule". At all times during the term of this Agreement, Grantee is required to deposit and maintain its portion of the Cash Match, minus any authorized expenditures for progress made on the Project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other GREAT projects awarded to the Grantee. The Grantee must produce documentation verifying account and fund segregation within five (5) business days of request by NCDIT.
2. If the Grantee determines that the actual costs of the Project are less than the Project budget amount, it shall report this determination to Grantors and shall return any surplus funds it has received.
3. The Grantee hereby represents and warrants that all GREAT Award funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Grantee shall not make or approve of any improper expenditure of funds.
4. The Grantee shall not obligate GREAT Award Project funds subsequent to the Termination Date of this Agreement.

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**Section 2.5. Material Changes and Project Changes.**

- a. **Material Changes.** A material change is any material alteration in, change to, or reduction of the Project, including without limitation, a change in technology type, reduction in the number of Locations to be served by the Project, reduction in the Project area, change in total Project cost by 10% or more withdrawal of partnership agreements for which the Grantee qualified for partnership points, or the extension of the Construction Period (“**Material Change**”). An amendment to this Agreement is required for a Material Change, and such Material Change shall not take effect unless and until such amendment is executed pursuant to the terms of this Agreement. Prior to implementing a proposed Material Change, the Grantee shall submit the proposal to NCDIT for review and approval. Grantors must review and approve in writing prior to the amendment taking effect. Amendments to this Agreement requested by the Grantee shall only take effect if agreed to in writing by all Parties to this Agreement.
- b. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the Project, including without limitation, change in Key Personnel, project milestones, a change in total Project cost by less than 10%, or transfer costs between Project expense line items detailed in Exhibit B and the EBS (“**Project Change**”). For a request to transfer costs between line items, all of following criteria must be met: (a) the Grantee provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this Agreement; (c) the GREAT Award funds, Project funding amount, match amount, and the total Project cost are not modified; and (d) the requested revision is less than 10% of the total Project cost.
  1. There shall be no Project Changes unless expressly approved by NCDIT. Prior to implementing a proposed Project Change, the Grantee shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed project change. Any NCDIT-approved Project Change shall be made in writing by an authorized representative of NCDIT.

NCDIT in its sole discretion may deny the requested Project Change, in which case the following alternatives would apply: (1) the Project may be completed without changes; (2) the GREAT Award Project funding may be rescinded by NCDIT if the Project cannot be completed; (3) the GREAT Award funding to the current Grantee may be rescinded by NCDIT and awarded to an alternate Grantee pursuant to the GREAT Statutes; or (4) the Grantee may withdraw from the Project and return any Project funds received to date, among other remedies as described herein.

If the Grantee implements any Project Change without requesting the approval for

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the Project Change in writing from NCDIT, it will be subject to the clawbacks and remedies set forth in Section 3.4, Article 7 (Termination and Remedies) and Section 8.4 of this Agreement, unless NCDIT (in its sole discretion) expressly waives this requirement of Project Change review in writing.

- c. **Reduction in Scope.** In the event the Grantee requests to reduce the scope of the Project, including without limitation, a reduction of the number of locations and reduction in the eligible project area, NCDIT may cancel this Agreement pursuant to Article 7 (Termination and Remedies) of this Agreement and N.C.G.S. § 143B-1373(l).
- d. **Changes that Affect Performance.** The Grantee shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Agreement or the Project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a Material Change or a Project Change.
- e. **Extensions of Time.** Any requests for extensions of time may either be deemed a Material Change or a Project Change in the sole discretion of NCDIT.
- f. **Budget Changes.** If a Project or Material Change to the Grantee's budget has been requested, all Reimbursement Requests may be delayed pending the approval of the Project or Material Change. If changes to the Grantee's budget have been made without the prior approval of NCDIT, no Reimbursement shall be made until the process outlined in Section 2.5 has been completed.
- g. **Cost Overrun or Underrun.** In the event of a cost overrun or an increase in the total Project cost, the amount of NCDIT's GREAT Award to the Grantee shall not change. The Grantee shall bear sole responsibility for any and all increased costs related to the Project. In the event of a change in the total Project Budget that is 10% or more or a cost underrun, the Grantee must notify NCDIT, in writing, and submit a revised budget and narrative explaining the Project Budget change or reduction of costs.

**Article 3. Compensation.**

**Section 3.1. Payment of Funds by NCDIT.** NCDIT shall reimburse the Grantee for approved GREAT Award funds in accordance with the Payment Schedule attached hereto as Exhibit F, after receipt of (a) written requests for payment from the Grantee utilizing NCDIT's request form and certification that the conditions for such payment under this Agreement have been met and that the Grantee is entitled to receive the amount requested, and (b) any other documentation that may be required by NCDIT.

**Section 3.2. County Contribution.** If the County is providing a financial match, the County shall provide the Grantee matching funds for approved Eligible Expenditures in accordance with Exhibit

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J, which shall be signed by the County and the Grantee. If the County is providing infrastructure, the County shall provide it in accordance with Exhibit K, which shall be signed by the County and the Grantee.

**Section 3.3. Availability of Funds.** The obligations of Grantors to pay any amounts under this Agreement to the Grantee are contingent upon: the availability and receipt of funds by Grantors, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of funds that Grantors receive is reduced or funds for the Project become unavailable, the Grantee agrees that Grantors have the right to reduce the amount of GREAT Award funds awarded to the Grantee under this Agreement or to terminate this Agreement pursuant to Section 7.6 of this Agreement. Grantors may deny payment for the Grantee's Eligible Expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of the Grantee to comply with the terms and conditions of this Agreement.

**Section 3.4. Repayment Requirements and Remedies.**

- a. **Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by Grantors is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, then it is responsible for the following repayment or "clawback" payments:
  1. If the Grantee fails to make service available to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to Grantors, as directed, an amount equal to the product of (i) **\$1,391.30** (the amount of funds divided by the number of Locations) and (ii) the number of Locations, minus the number of Locations actually created. If the County contributed a financial match, a pro rata amount per location not served shall be repaid to the County. Interest will be added in accordance with Section 3.4.a.3.
  2. Additionally, in the event that the Grantee fails to maintain its Locations as required under the Maintenance Period, it shall lose credit for any qualifying Location under this Agreement by the same number of Locations that is short. For example, if the Grantee fails to maintain service by three (3) Locations, the number of Locations shall be reduced by three (3). The amount the Grantee must repay shall then be calculated in accordance with Section 3.4.a.1.
  3. NCDIT shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to NCDIT and/or the County according to each Grantors' contribution. All such amounts shall be due immediately upon demand by NCDIT. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S.



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§24-1 for the period beginning upon the demand until paid. Upon default in such payment, Grantors may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Grantors plus all other reasonable expenses incurred by Grantors in exercising any of its rights and remedies upon such default.

- b. **Non-Exclusive Remedy.** The repayment requirements and remedies addressed in this Section are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay all funds received, and in 2 C.F.R. § 200.339. No remedy conferred or reserved by or to the State in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- c. **Improper or Ineligible Payments.** Any item of expenditure by the Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the County, the US Department of the Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Grantee, shall become the Grantee's liability, and shall be paid solely by the Grantee, immediately upon notification of such, from funds other than those provided by Grantors under this Agreement. This provision shall survive the expiration or termination of this Agreement.

**Article 4. Financial Accountability and Grant Administration.**

**Section 4.1. Financial Management.** The Grantee shall adopt such financial management procedures as will permit the preparation of reports required by the Federal Funding Accountability and Transparency Act (<https://www.congress.gov/109/plaws/publ282/PLAW-109publ282.pdf>) and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Grantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

**Section 4.2. Limitations on Expenditures.** Grantors shall only reimburse the Grantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Covered Services described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Grantors may not reimburse or otherwise compensate the Grantee for any

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expenditures incurred or services provided prior to the Effective Date except as provided in Section 2.2.e of this Agreement or following the earlier of the expiration or termination of this Agreement.

**Section 4.3. Financial and Other Reports.** The Grantee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. The Grantee shall submit to Grantors such reports and back-up data as may be required by the federal government or Grantors, including such reports which enable NCDIT and the County, respectively, to submit their own reports to the U.S. Department of the Treasury, in accordance with the schedule set forth in Exhibit F. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Grantee is required to submit to Grantors following the expiration or termination of this Agreement.

**Section 4.4. Cost Principles.** Pursuant to 09 N.C.A.C. 03M .0201, all expenditures by the Grantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200, Subpart E (2 C.F.R. §§ 200.400-200.476). It is the Grantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR Part 200, Subpart E.

**Section 4.5. Audits.** The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide Grantors with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

**Section 4.6. Closeout.** Grantors will close out this award when it determines that all applicable administrative actions and all required work has been completed by the Grantee. Grantors will implement close out processes in accordance with 2 CFR 200.344. The Grantee's obligations to Grantors under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Grantors. Such requirements shall include submitting final reports to NCDIT pursuant to Section 2.4.d and providing any closeout-related information requested by NCDIT by the deadlines specified by NCDIT. This provision shall survive the expiration or termination of this Agreement. NCDIT shall provide all closeout documentation and reports to the County.

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**Section 4.7. Recovery of Award Funding.** In accordance with 09 N.C.A.C. 03M .0802, NCDIT shall take appropriate administrative action to recover from the Grantee all GREAT Award funds disbursed in connection with this Agreement in the event that the Grantee: (1) is unable to fulfill the obligations of this Agreement; (2) is unable to accomplish the purposes of the award; (3) is noncompliant with the reporting requirements set forth in this Agreement and in 09 N.C.A.C. 03M; or (4) has inappropriately used GREAT Award funds disbursed in connection with this Agreement.

NCDIT must seek the assistance of the Attorney General in the recovery and return of GREAT Award funds disbursed in connection with this Agreement if legal action is required. NCDIT is required to report to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the Grantee's use of GREAT Award funds disbursed in connection with this Agreement.

The remedies set forth in this Section are in addition to the repayment requirements and other remedies set forth elsewhere in this Agreement.

**Article 5. Cooperation in Monitoring and Evaluation.**

**Section 5.1. NCDIT's Responsibilities.**

- a. **Project Monitoring.** NCDIT will have responsibility for the monitoring of this Project, both on behalf of itself and the County, either directly or through contractors. NCDIT will monitor this Project in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.332 and the provisions of 09 N.C.A.C. 03M .0401 to ensure that adequate progress is being made towards achieving the Project milestones described in Section 2.4.c, and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the approved Project Budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions of this Agreement. NCDIT will also monitor whether the Grantee has met all reporting requirements of this Agreement and the Grantee's compliance with all terms of this Agreement. Monitoring will include, at NCDIT's discretion, progress reports, site visits, financial reviews, and audits. Should the County desire to participate in site visits, it should notify NCDIT and NCDIT will notify the County of any site visits to be performed as part of its monitoring of the Project. The frequency and type of monitoring will depend on the Grantee's risk level as determined by the risk assessment. NCDIT will provide all progress reports, financial reports, audits, technical reports, and reports from site visits to the County within 10 business days of their completion, including supporting documentation. NCDIT will provide its monitoring protocol to the County upon request. NCDIT does not assume any responsibility for the County's local, state, or federal reporting requirements.

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- b. **Risk Assessment.** NCDIT shall conduct risk assessments in accordance with 2 C.F.R. § 200.332(b) to determine the appropriate monitoring needs of the Project. NCDIT may reassess this risk at any time during this Agreement in accordance with NCDIT's risk assessment process and federal regulations, including but not limited to 2 C.F.R. § 200.332, 2 C.F.R. § 200.206, and 2 C.F.R. § 200.208. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a Project is Low Risk, Medium Risk, or High Risk and implement or change monitoring and reporting requirements accordingly. NCDIT will share the results of each risk assessment of the Grantee with the County within 10 business days of its completion, and, upon request by the County, any supporting documents related to the risk assessment. The County is not required to conduct a separate risk assessment of the Grantee or Project.
- c. **Compliance Audits.** In connection with disbursing funds to the Grantee, NCDIT will be subject to periodic audits by the Office of State Budget and Management, the Office of the State Auditor, or NCDIT's internal auditor to ensure compliance with the provisions of 09 N.C.A.C. 03M and may be required to provide documentation in connection with that audit. NCDIT shall develop a compliance supplement report that describes the standards of compliance and audit procedures to give direction to independent auditors, which NCDIT will provide to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.

**Section 5.2. Grantee's Responsibilities.**

- a. **Compliance with 09 N.C.A.C. 03M.** The Grantee acknowledges and agrees that as a condition of receiving the award pursuant to this Agreement, the Grantee will comply with the provisions of 09 N.C.A.C. 03M.
- b. **Use of Funds.** In accordance with 09 N.C.A.C. 03M .0202, the Grantee will ensure that any funds received under this Agreement are utilized for their intended purpose and shall expend those funds in compliance with requirements established by 09 N.C.A.C. 03M and this Agreement.
- c. **Cooperation in Monitoring.** The Grantee hereby agrees to cooperate fully and in a timely fashion with NCDIT's monitoring of the Project and waives any objection to NCDIT's determination of the Project's risk level or monitoring needs.
- d. **Reporting Compliance.** The Grantee further agrees that it will: (1) provide the information required by NCDIT for NCDIT to comply with the procedures for disbursement of funds; (2) maintain reports and accounting records that support the allowable expenditure of GREAT Award funds and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the

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Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) ensure that any subrecipients (a) comply with all reporting requirements established by 09 N.C.A.C. 03M and this Agreement and (b) report to NCDIT.

**Section 5.3. N.C. Administrative Code Reporting and Audit Requirements.** Per 09 N.C.A.C. 03M .0205, the following three reporting levels are established for Grantees who have received an award from NCDIT pursuant to this Agreement:

Level I – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

Level II - A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.

Level III – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

- a. **Required Reporting.** In addition to the Project progress reports set out in Section 2.4, the Grantee shall provide the following reporting on an annual basis during the term of this Agreement:
  1. All Grantees shall provide:
    - (a) A certification that GREAT Award funds received or, held was used for the purposes for which it was awarded; and
    - (b) An accounting of all GREAT Award funds received, held, used, or expended.
  2. Grantees that fall into Levels II and III in Section 5.3 shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
  3. As set out in Section 4.5, Grantees that fall into Level III in Section 5.3 shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.
- b. **Filing of Reports.** Grantees shall file all reports with NCDIT in the format and method provided by NCDIT no later than three (3) months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to NCDIT no later than nine (9) months after the end of the

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Grantee's fiscal year.

- c. **Copies Acceptable.** Notwithstanding the foregoing provisions, a Grantee may satisfy the reporting requirements of Section 5.3.b. by submitting a copy of the report required under federal law with respect to the same funds.
- d. **Other Reports.** The Grantee shall provide NCDIT with any other reports as required by State or federal law.

**Section 5.4. Interventions.** If NCDIT determines the Grantee is not maintaining adequate progress towards Project milestones or is not engaging in the appropriate expenditure of funds, NCDIT may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include: withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional Project monitoring; requiring the Grantee to obtain technical or management assistance; and establishing prior approvals. NCDIT will notify the Grantee of these additional requirements and/or conditions in accordance with 2 C.F.R. § 200.208(d).

**Section 5.5. Access to Persons and Records.** Pursuant to N.C.G.S. § 147-64.7, Grantors, the Office of State Budget and Management, the State Auditor, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other appropriate state or federal agency, or any authorized representatives of these entities, are authorized to examine all books, records, papers, and accounts of the Grantee insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to funds disbursed pursuant to this Agreement. The Grantee shall maintain and hereby agrees to retain all records, books, papers, and other documents covered by this Section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Grantee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Grantors, the North Carolina State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Additional audit or reporting requirements may be required by Grantors if such requirement is imposed by federal or state law or regulation.

**Section 5.6. Personnel.** The Grantee represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of NCDIT or the County. The Grantee shall identify all personnel who will be involved in performing the scope of services of this Agreement and otherwise administering this Agreement, including at least one project manager and one fiscal officer ("**Key Personnel**"). Such Key Personnel shall be fully qualified and shall be authorized

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under state and local law to perform such services. Changes to Key Personnel do not constitute a Material Change under Section 2.5.a of this Agreement; however, the Grantee shall notify NCDIT of any changes to Key Personnel within thirty (30) days of the change in accordance with Section 8.13.

**Article 6. Compliance with Agreement and Applicable Laws.**

**Section 6.1. General Compliance.** The Grantee shall perform all Covered Services funded by this Agreement in accordance with this Agreement, the award agreement between the State of North Carolina and the U.S. Department of the Treasury, the award agreement between the County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Grantee's current policies and practices. While Grantors may assist the Grantee in complying with all applicable requirements, the Grantee remains responsible for ensuring its compliance with all applicable requirements.

**Section 6.2. Expenditure Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the GREAT grant, including, but not limited to, the following:

**Authorizing Statute.** Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

**Implementing Regulations.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

**Guidance Documents.** Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

**Other Regulations, Statutes and Rules.** Applicable provisions of the Uniform Guidance (2 C.F.R. Part 200); the GREAT Statutes at N.C.G.S. 143B-1373, and as amended by S.L. 2021-180, Section 38.4, and any subsequent amendments and technical changes; 09 N.C. Admin. Code. 03M; and all applicable laws of the State of North Carolina.

**Section 6.3. Federal Grant Administration Requirements.** The Grantee shall comply with any applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit

<sup>1</sup> [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](https://www.treasury.gov/press-releases/SFRF-Compliance-and-Reporting-Guidance.pdf)

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Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how the Grantee must administer the award and how NCDIT must oversee the Grantee.

**Section 6.4. Property.** Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement.

**Section 6.5. Universal Identifier and System for Award Management (SAM).** The Grantee shall provide and/or obtain and provide to NCDIT, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at [www.sam.gov](http://www.sam.gov).

**Section 6.6. Federal Funding Accountability and Transparency Act of 2006.** The Grantee shall provide Grantors with all information requested by Grantors to enable Grantors to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

**Section 6.7. Licenses, Certifications, Permits, Accreditation.** The Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantors proof of any licensure, certification, permit or accreditation upon request.

**Section 6.8. Clean Air Act.** The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Grantee agrees to report each violation to NCDIT and understands and agrees that Grantors will, in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

**Section 6.9. Federal Water Pollution Control Act.** The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Grantee agrees to report each violation to Grantors and understands and agrees that Grantors will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.



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**Section 6.10. Debarment and Suspension.** Due to its receipt of ARPA funds, Grantors are participants in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if the amount of this Agreement is greater than or equal to \$25,000.

- a. **Non-Exclusion Certification.** The Grantee hereby certifies as of the date hereof, that the Grantee, the Grantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Grantee and the Grantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then: (1) this Agreement shall be void, (2) Grantors shall not make any payments of federal financial assistance to the Grantee, and (3) Grantors shall have no obligations to the Grantee under this Agreement.
- b. **Compliance with 2. C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19.** The Grantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier<sup>2</sup> covered transaction into which it enters. The Grantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by Grantors, and all liability arising from an erroneous representation shall be borne solely by the Grantee.
- c. **Remedies for Non-Compliance.** If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Grantors, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.
- d. **Subcontractor Certification.** The Grantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (<https://ncadmin.nc.gov/documents/nc-debarred-vendors>), or in the past five (5) years have been suspended or debarred from doing business with the federal or any state government. The Grantee agrees that it will notify Grantors immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov).

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<sup>2</sup> "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

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**Section 6.11. Byrd Anti-Lobbying Amendment.** The Grantee shall comply with the restrictions on lobbying in 31 CFR Part 21.

The Grantee certifies to Grantors, and the Grantee shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Grantee shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to Grantors, which will, in turn, forward the certification(s) to the federal awarding agency. The Grantee shall cause the language of this Section to be included in all subcontracts. This certification is a material representation of fact upon which Grantors have relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

If this Agreement exceeds \$100,000, the Grantee also must file with Grantors the certification in Exhibit G, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Any subcontractor with a subcontract (at any Tier) exceeding \$100,000 must also file with the Tier above it the certification in Exhibit G.

**Section 6.12. Wages and Labor Standards for Projects over \$10 Million.** In its reporting guidance, the U.S. Department of Treasury has indicated that recipients will need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as "baby Davis-Bacon Acts") and subject to a project labor agreement. In accordance with the SLFRF Reporting and Compliance Guidance, for Projects with a total cost of over ten million dollars (\$10,000,000) (based on expected total cost):

- a. **Prevailing Wages Certification.** A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

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- The number of employees of contractors and sub-contractors working on the project;
  - The number of employees on the project hired directly and hired through a third party;
  - The wages and benefits of workers on the project by classification; and
  - Whether those wages are at rates less than those prevailing. 19 Recipients must maintain sufficient records to substantiate this information upon request.
- b. **Project Labor Certification.** A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
  - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
  - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
  - Whether the project has completed a project labor agreement.
- c. **Local Hire Prioritization.** Whether the project prioritizes local hires.
- d. **Community Benefit Agreement.** Whether the project has a Community Benefit Agreement, with a description of any such agreement.

**Section 6.13. Copeland Anti-Kickback Act.** In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Grantee understands and agrees that it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Grantors shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

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**Section 6.14. Contract Work Hours and Safety Standard Act.** Contracts awarded by Grantors in excess of one-hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Grantee understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Grantee further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

**Section 6.15. Prohibition on Contracting for Covered Telecommunications Equipment or Services.** Pursuant to 2 C.F.R. § 200.216, the Grantee agrees not to expend funds it receives pursuant to this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is defined in 2 C.F.R. § 200.216.

**Section 6.16. Program Fraud and False or Fraudulent Statements or Related Acts.** The Grantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

**Section 6.17. Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Grantee is hereby notified that it is required to: (a) inform its employees that they are subject to the whistleblower rights and remedies of the program; (b) inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and (c) include such requirements in any agreement made with a subcontractor or subgrantee.

**Section 6.18. Equal Opportunity & Other Requirements.** The Grantee shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. The Grantee acknowledges that Grantors are bound by and agrees, to the extent applicable to the Grantee, to

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abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of ARPA funds:

- a. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.** The Grantee and any subcontractor, or the successor, transferee, or assignee of the Grantee or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.
- b. **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- c. **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- d. **Americans with Disabilities.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. **Fair Housing Laws.** The Grantee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

**Section 6.19. Affordable Connectivity Program.** The Grantee must participate in the Federal Communications Commission Affordable Connectivity Program ("ACP"), or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.

**Section 6.20. Use of Name.** Neither party to this Agreement shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written

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approval of an authorized representative of that Party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**Section 6.21. Solicitation of Small Businesses and Historically Underutilized Businesses.** If the Grantee intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

**Section 6.22. Conflicts of Interest; Gifts and Favors**

- a. **Disclosure of Potential Conflicts.** The Grantee understands that (1) NCDIT will use ARPA funds to pay for the cost of this Contract; (2) the County may use ARPA funds to contribute to the payment of this Contract; and (3) the expenditure of ARPA funds is governed by the Conflict of Interest Policies of NCDIT, and if applicable, the County, the federal requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234(a)(1) and -234.3(a)). The Grantee must disclose in writing to Grantors any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- b. **Conflict Certification.** The Grantee certifies to Grantors that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Grantors involved in the selection, award, or administration of this Agreement (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including the Grantee) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the Grantee. Should the Grantee obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

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- c. **Value Certification.** The Grantee certifies to Grantors that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Grantors. Should the Grantee obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.
- d. **Conflict of Interest Policy.** – Pursuant to N.C. Gen. Stat. § 143C-6-23(b), every Grantee shall file with NCDIT a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds, and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed **before** the disbursing State agency may disburse the grant funds.

**Section 6.23. Miscellaneous Provisions and Conditions.**

- a. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Grantors encourage the Grantee to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- b. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Grantors encourage the Grantee to adopt and enforce policies that ban text messaging while driving.
- c. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- d. **Publications.** Any publications related to the Project must be paid for independently by the Grantee (i.e., not with GREAT Award funds) and must display the following language: "This project [is being][was] supported, in whole or in part, by funds awarded to the State of North Carolina by the U.S. Department of the Treasury."
- e. **Federal Seals, Logos, and Flags.** The Grantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

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**Article 7. Termination and Remedies.**

**Section 7.1. Termination by Grantors for Default.** If the Grantee fails to fulfill in a timely and proper manner its obligations required under this Agreement or violates or fails to comply with any of the covenants or stipulations under this Agreement or any applicable laws, rules, and regulations, and such default is not cured within sixty (60) calendar days of the receipt of written notice of such default, then NCDIT and/or the County shall have the right to terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement at least ten (10) calendar days in advance of the Termination Date. Any termination notice under this Section shall specify the Termination Date and this Agreement shall terminate automatically upon such Termination Date. Upon termination of this Agreement under this Section, (1) Grantors shall have no responsibility to make additional payments to the Grantee; and (2) the Grantee shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization and shall return all funds received to NCDIT upon demand. 2 C.F.R. § 200, app. II(B).

**Section 7.2. Immediate Termination by Grantors.** NCDIT and/or the County may terminate this Agreement immediately upon discovery of the Grantee's commission of fraud of GREAT Award funds.

**Section 7.3. Termination by Mutual Consent.** In accordance with 09 N.C.A.C. 3M.0703(11), this Agreement may be terminated at any time upon the mutual consent of the Parties upon sixty (60) days prior written notice to the other Parties.

**Section 7.4. Termination Procedures.** All notices of termination shall be given in accordance with the notice provisions in Section 8.13 of this Agreement. If this Agreement is terminated under this Article 7, the Grantee may not incur new obligations for the terminated portion of this Agreement after the Grantee has received the notification of termination. The Grantee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grantee shall not be relieved of liability to Grantors because of any breach of Agreement by the Grantee. The Grantors may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due NCDIT and/or the County from the Grantee is determined. Neither the County nor NCDIT shall commence termination procedures or legal action against the Grantee for violations related to the performance of this Agreement without providing notice to the other.

**Section 7.5. Sanctions for Noncompliance.** As the entity responsible for handling monitoring of the Project and this Agreement, NCDIT is required to ensure that the Grantee complies with the applicable provisions of 09 N.C.A.C. 03M. Pursuant to 09 N.C.A.C. 03M .0401, upon NCDIT's determination that the Grantee is noncompliant with 09 N.C.A.C. 03M and/or the terms of this Agreement, NCDIT shall take all appropriate action in accordance with 09 N.C.A.C. 03M .0800



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as follows:

- a. **Grantee Noncompliance.** When the Grantee does not comply with the requirements of 09 N.C.A.C. 03M, NCDIT shall: (1) communicate the requirements to the Grantee; (2) require a response from the Grantee upon a determination of noncompliance; (3) suspend payments to the Grantee until the Grantee comes in compliance.
- b. **Misuse of Funds.** When NCDIT discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments until the matter has been fully investigated and corrective action has been taken; (2) terminating this Agreement and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) reporting possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with N.C.G.S. § 143B-920.
- c. **Notice Period.** Upon determination of noncompliance with requirements of this Agreement that are not indicative of management deficiencies or criminal activity, NCDIT shall give the Grantee sixty (60) days written notice to take corrective action. If the Grantee has not taken the appropriate corrective action after the 60-day period, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments pending negotiation of a plan of corrective action; (2) terminating the contract and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) offsetting future payments with any amounts improperly spent.

**Section 7.6. Termination due to Unavailability of Funds.** If funds for the Project become unavailable for any reason, including without limitation, a change in the State or federal laws, NCDIT and/or the County shall have the right to terminate this Agreement after giving the Grantee written notice of termination of this Agreement at least twenty (20) calendar days in advance of the Termination Date. The notice of termination shall contain the effective Termination Date of this Agreement. Upon notice, the Grantee shall not expend any GREAT Award funds without NCDIT's express written authorization. Upon termination of this Agreement, neither NCDIT nor the County shall have any responsibility to make additional payments to the Grantee.

**Article 8. General Conditions.**

**Section 8.1. Representations and Warranties.**

- a. **The Parties' Representations and Warranties.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or has had it read to them and explained

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by counsel, that each understands and is fully aware of its contents and of its legal effect, that each is knowingly and voluntarily entering into this Agreement. The execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. Each Party and its respective signatory hereto avers that its signatory is authorized, empowered, and directed on behalf of the Party to execute this Agreement and thereby bind the Party and others as set forth in Section 8.5 of this Agreement.

- b. **Grantee's Representations and Warranties.** The Grantee hereby represents and warrants that:
- i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Agreement the validity or enforceability of this Agreement, or the abilities of the Grantee to discharge their obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement and this Agreement may be terminated by Grantors effective upon notice.
  - ii. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide NCDIT with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
  - iii. The Grantee is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the Grantee was not solvent, was not financially capable of performing its Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement.

**Section 8.2. Indemnification.** The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, NCDIT) and the County, and their respective members,

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officers, directors, employees, agents and attorneys (together, the “**Indemnified Parties**”), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys’ fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party or of any of their agents, Grantees, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

**Section 8.3. Insurance.** The Grantee must provide the equivalent insurance coverage for real property and equipment acquired or improved with this award as provided to property owned by the Grantee. In addition, the Grantee, must, at a minimum, provide and maintain during the term of this Agreement insurance coverage that meets the following coverage and limit requirements:

- a. **Small Purchases Requirements.** For Small Purchases as defined under 01 N.C.A.C. 05A .0112(35) and 05B .0301(1), the minimum applicable insurance requirements for Worker’s Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
- b. **Requirements for Contracts Between Small Purchase and \$1,000,000.00.** For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:
  1. **Worker’s Compensation -** The Grantee shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$250,000.00, covering all of Grantee’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

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2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
  3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
- c. **Requirements for Contracts in Excess of \$1,000,000.00.** For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:
1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
  2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
  3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

The Grantee's insurance coverage shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. If the Grantee fails at any time to maintain and keep in force the required insurance, and such default is not cured within ten (10) calendar days of the receipt of written notice of such default, then Grantors may cancel and terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations or the indemnification requirements under this Agreement.

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The insurer must provide NCDIT with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Grantee must provide NCDIT prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Grantee fails to provide such notice, the Grantee assumes sole responsibility for all losses incurred by Grantors for which insurance would have provided coverage.

**Section 8.4. Cessation, Bankruptcy, Dissolution, or Insolvency.**

- a. **Merger, Consolidation, or Sale.** The Grantee agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Grantee contained in this Agreement, subject to the prior written consent of Grantors if such action constitutes an assignment of the Grantee's obligations under this Agreement. If the Grantee so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees under Section 3.4, Article 7, and this Section of this Agreement to make that payment due under this Agreement to Grantors, upon request and as directed. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under this Agreement, and Grantors may terminate this Agreement upon written notice to the Grantee and hold the Grantee liable for any such payment provided for under Section 3.4, Article 7, and this Section of this Agreement.
- b. **Notice of Cessation, Bankruptcy, Dissolution, or Insolvency.** Other than as provided for in this Section, if the Grantee ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Grantee shall give Grantors immediate notice of the event, and shall pay the amount provided under Section 3.4, Article 7, and this Section of this Agreement to Grantors, upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law.
- c. **Remedies on Failure to Provide Notice.** If the Grantee fails to provide Grantors notice of ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material breach under this Agreement. If there is such a cessation or such a proceeding, Grantors may terminate this Agreement upon written notice to the Grantee pursuant to Section 7.1. Upon such termination, the Grantee shall pay the applicable clawback amount to Grantors upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under

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applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

**Section 8.5. Binding Effect.** The Terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties. The Grantee must disclose this Agreement to any such person or entity described in this Section.

**Section 8.6. Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements between or among the Parties with regard to the Project and expresses the Parties' entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to the provisions set forth in Section 2.5.

**Section 8.7. Titles and Headings.** Titles and Headings in this Contract are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

**Section 8.8. Severability.** Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

**Section 8.9. Independent Status of the State, the County, the Grantee, and Any Third Parties.**

- a. **Independent Entities.** The State (including, without limitation, NCDIT), the County, and the Grantee are independent entities from one another and from any third party. This Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State, the County and the Grantee or between or among either of them or any third party. Nor shall this Agreement or the Project be construed to make any employees, agents or members of the Grantee or any third party into employees, agents, members or officials of the State or the County or to make employees, agents, members or officials of the Grantee into employees, agents, members or officials of the State or the County. Neither the Grantee nor any third party shall have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Grantee have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that it has such ability.

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- b. **Grantees Responsibility for Expense and Insurance.** The Grantee and any third party shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Grantee and any third parties shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Project. All expenses incurred by the Grantee, or any third party are their sole responsibilities, and neither the State (including, without limitation, NCDIT) nor the County shall be liable for the payment of any obligations incurred in the performance of the Project.

**Section 8.10. Non-Assignability.** The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of Grantors. Claims for money due to the Grantee from Grantors under this Agreement may be assigned to any commercial bank or other financial institution with Grantors' prior written approval. To the extent that Grantors provide written approval to the Grantee to assign or transfer any interest in this Agreement, the Grantee is not relieved of any of the duties and responsibilities of this Agreement and shall obtain agreement from the assignee to abide by the standards contained in 09 N.C.A.C. 03M. Unless Grantors otherwise agree in writing, the Grantee and all assigns are subject to all Grantors' defenses and are liable for all the Grantee's duties that arise from this Agreement and all Grantors' claims that arise from this Agreement.

**Section 8.11. Subcontracting.** The Grantee shall provide, upon request by Grantors, copies of any agreements made by and between the Grantee and any subcontractors for the purpose of performing services to fulfill the Grantee's obligations under this Agreement. The Grantee remains responsible for and is not relieved of any of the duties and responsibilities of this Agreement. The Grantee remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Grantee, including those in 09 N.C.A.C. 03M, and shall provide information in their possession that is needed by the Grantee to comply with these standards. NCDIT is indemnified by the Grantee for any claim presented by a subcontractor, and any contracts made by the Grantee with a subcontractor after the Effective Date of this Agreement for performance of work under this Agreement shall include an affirmative statement that the State and the County are intended third-party beneficiaries of the contract; that the subcontractor has no agreement with the State or the County; and that the State and the County shall be indemnified by the Grantee for any claim presented by the subcontractor. Notwithstanding any other term herein, the Grantee shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

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**Section 8.12. No Waiver by the State or the County.** Failure of the State (including, without limitation, NCDIT) and/or the County at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State or the County of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State or the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

**Section 8.13. Notices.** All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed as follows:

If to NCDIT via US mail:

Attn:

**Director, Broadband Infrastructure Office**

North Carolina Department of  
Information Technology  
NC Broadband Infrastructure Office  
P.O. Box 17209  
Raleigh, North Carolina 27619-7209

Cc:

**Creecy Johnson, Legal Counsel**

North Carolina Department of  
Information Technology  
NC Broadband Infrastructure Office  
P.O. Box 17209  
Raleigh, North Carolina 27619-7209

If to NCDIT via Email

[greatgrant@nc.gov](mailto:greatgrant@nc.gov)

[creecy.johnson@nc.gov](mailto:creecy.johnson@nc.gov)

If to the County via US mail:

Attn:

**Eric Evans, County Manager**

Edgecombe County  
Post Office Box 10



Growing Rural Economies with Access to Technology Agreement  
NCDIT Broadband Infrastructure Office Program

Tarboro, NC 27886

If to County via Email

[ericevans@edgecombeco.com](mailto:ericevans@edgecombeco.com)

If to the Grantee via US Mail

**Pamela Sherwood**  
Connect Holding II, LLC dba  
Brightspeed  
1120 South Tryon Street, Suite 700  
Charlotte, NC 28203

If to the Grantee via Email:

[Pamela.sherwood@brightspeed.com](mailto:Pamela.sherwood@brightspeed.com)

If, at any time during the term of this Agreement, the Grantee's Authorized Representative changes from the individual identified in this Agreement, the Grantee must provide written notice of such change to Grantors pursuant to this Section within ten (10) calendar days of any such change.

**Section 8.14. Public Records Act Compliance and Confidentiality.** The Grantee may designate appropriate portions of documents or information provided to NCDIT as confidential, consistent with and only to the extent permitted under N.C. Gen. Stat. § 132-1, et seq. or other applicable law, by marking the top and bottom of each page containing confidential information with the following legend in boldface type: "CONFIDENTIAL". By so marking any page, the Grantee warrants that it has formed a good faith belief that the portions marked "CONFIDENTIAL" meet the requirements of the applicable law. NCDIT may serve as custodian of Grantee's confidential information and not as arbiter of claims against its assertion of confidentiality. In the event that NCDIT is served with a subpoena, discovery request, or public record request for information that has been designated by the Grantee as confidential information, NCDIT shall forward written notification thereof to the Grantee, along with the subpoena or other request. NCDIT shall not, pursuant to the subpoena or other request, produce documents or information designated by the Grantee as confidential information without Grantee's written consent or unless ordered to do so by a court of competent jurisdiction.

**Section 8.15. Dispute Resolution.** The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties after a reasonable period, either Party may elect

**Growing Rural Economies with Access to Technology Agreement  
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to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**Section 8.16. Waiver of Objections to Timeliness of Legal Action.** The Grantee knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, NCDIT) and/or the County to enforce its rights under this Agreement. This waiver includes any objections the Grantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

**Section 8.17. Force Majeure.** Except as provided for herein, no Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, flood, earthquake, hurricane, tornado, epidemic, pandemic, or other catastrophic natural event or act of God.

**Section 8.18. Construction, Jurisdiction and Venue.** This Agreement shall be construed and governed by the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

**Section 8.19. Execution.** This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

**Section 8.20. Agreement Overturned by Tribunal, Judge or Court.** In the event of a final decision or other ruling entered by a tribunal, judge or court against NCDIT that sets this Agreement aside or otherwise requires that this Agreement be withdrawn, terminated, canceled, and/or awarded to another entity, the Parties hereby mutually agree as follows:

- a. **Immediate Termination of Agreement.** This Agreement shall terminate immediately upon the entry of a final decision or other ruling against NCDIT by a tribunal, judge or court, that substantially impairs the Parties' abilities to perform the terms of this Agreement, notwithstanding the termination provisions in Article 7 of this Agreement. Such termination shall not eliminate or otherwise impact the Grantee's reporting obligations as set forth in this Agreement, including without limitation the post-termination reporting requirements in Section 2.4.d of this Agreement.

Growing Rural Economies with Access to Technology Agreement  
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- b. **NCDIT Reimbursement Obligations.** NCDIT shall reimburse the Grantee only for Eligible Expenditures, in accordance with the terms of this Agreement, that the Grantee has incurred up to, but not including, the date a final decision or other ruling is entered by a tribunal, judge or court against NCDIT. Under no circumstances shall NCDIT reimburse the Grantee for any Eligible Expenditures that the Grantee incurs on or after the date a final decision or other ruling is entered by a tribunal, judge or court against NCDIT.
- c. **County Matching Funds Obligations.** If this Agreement is terminated pursuant to this Section 8.20 before the end of the Construction Period, the County shall have no obligation to pay any matching funds to the Grantee.
- d. **Performance Enjoined.** If, during the course of a proceeding challenging the Department's decision to contract with the Grantee for its Project, a tribunal, judge or court enjoins the performance of any Party to the Agreement, the Parties' respective obligations under the Agreement and the performance thereof shall immediately be suspended and shall remain suspended until such injunction is lifted or otherwise dissolved by a tribunal, judge, or court or the Agreement is immediately terminated in accordance with Section 8.20.a.
- e. **Resumption of Performance.** In the event that a tribunal, judge or court enjoins the performance of any Party to the Agreement, and at such later date the injunction is lifted or otherwise dissolved, the Parties recognize that some reasonable timeframe may be required to return furloughed workers to the jobsite to continue performance under the Agreement. Therefore, in such a situation, the Parties will agree to a reasonable timeframe to resume performance under this Agreement, from the date the injunction is lifted, without incurring any time-delay penalties otherwise applicable outside of Section 8.20.
- f. **Mutual Release and Covenant Not to Sue.** Each Party releases and forever discharges each other Party from, and shall never institute any lawsuit or other action against any other Party based upon any claim or cause of action that arises out of a final decision or other ruling entered by tribunal, judge or court against NCDIT that sets this Agreement aside or otherwise requires that this Agreement be withdrawn, terminated, canceled, and/or awarded to another entity. This mutual release and covenant not to sue in no way waives any claims arising from any Party's breach of this Agreement itself.
- g. **Conflicts Resolved.** In the event of a conflict between any provisions of this Agreement and this Section 8.20, the provisions in Section 8.20 of this Agreement shall control where a tribunal, judge or court enjoins the performance of any Party to this Agreement and/or enters a final decision or other ruling against NCDIT that sets this

**Growing Rural Economies with Access to Technology Agreement  
NCDIT Broadband Infrastructure Office Program**

Agreement aside or otherwise requires that this Agreement be withdrawn, terminated, canceled, and/or awarded to another entity.

**Section 8.21. Acceptance.** If the Grantee and the County agree to the conditions as stated, please execute this Agreement via AdobeSign. This Agreement may be withdrawn if NCDIT has not received the executed Agreement within thirty (30) days from the date of the cover letter from NCDIT to the Grantee and the County accompanying this Agreement and Grantee Exhibits.

IN WITNESSETH WHEREOF, the Parties, intending to be legally bound hereby, have read, signed, and caused this Agreement to be executed.

**Connect Holding II, LLC dba Brightspeed**

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Edgecombe County**

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Growing Rural Economies with Access to Technology Agreement  
NCDIT Broadband Infrastructure Office Program**

**NC Department of Information Technology**

Signature:

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Printed Name:

Nathaniel Denny

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Title:

Deputy Secretary for the Division of Broadband and Digital Equity  
NC Department of Information Technology

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Date:

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**Exhibit A  
NCDIT Disclosures**

<b>2 C.F.R. 200.332 Required Disclosures</b>	
<b>Disclosure</b>	<b>Contract Location</b>
<b>(1) Federal award identification.</b>	
Subrecipient name	Section 1.1
Subrecipient's unique entity identifier;	Cover letter; Exhibit B
Federal Award Identification Number (FAIN);	Section 1.4
Federal Award Date of award to the recipient by the Federal agency;	Cover letter;
Subaward Period of Performance Start and End Date;	Sections 1.7 – 1.9
Subaward Budget Period Start and End Date;	Section 2.1; Exhibit B
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Section 2.2.a.; Exhibit B
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;	Section 1.4; Exhibit B
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Section 1.4; Exhibit B
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Section 1.3
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Sections 1.1; 8.13
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	Section 1.4
Identification of whether the award is R&D; and	No
Indirect cost rate for the Federal award per § 200.414.	Not Applicable
<b>(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;</b>	Section 1.3
<b>(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;</b>	Sections 2.3/2.4; 5.5; 6.6
<b>(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient;</b>	N/A
<b>(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and</b>	Section 5.5

**Exhibit A  
NCDIT Disclosures**

(6) Appropriate terms and conditions concerning closeout of the subaward.	Sections 4.6; 7.4
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<b>09 NCAC 03M .0703 Required Contract Provisions</b>	
<b>Provision</b>	<b>Contract Location</b>
(1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;	Section 1.3
(2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.	Section 1.4
(3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.	Cover Letter; Agreement Header
(4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.	Section 2.3/2.4
(5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.	Sections 1.1; 8.13
(6) Signatures binding all parties to the terms of the contract.	Section 8.19
(7) Duration of the contract, including the effective and termination dates.	Section 1.7
(8) Amount of the contract and schedule of payment(s).	Section 2.2; Exhibit F
(9) Particular duties of the recipient.	Section 2.3/2.4
(10) Required reports and reporting deadlines.	Exhibit D
(11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.	Section 7.3
(12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.	Sections 2.2; 2.4
(13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.	Sections 2.3/2.4; 2.5; 3.4
(14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.	Sections 2.3/2.4; 4.5; 5.1; 5.2; 5.3; 5.5
(15) A clause addressing assignability and subcontracting, including the following:	

**Exhibit A  
NCDIT Disclosures**

(a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.	Section 8.11
(b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.	Article 6; Section 8.11

*Public Records Statement*

Pursuant to N.C. General Statutes, Chapter 132, public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. Except as otherwise designated under N.C.G.S. 132-1.2 (Confidential Information), public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.

*Policies*

All policies of NCDIT will be made available upon request.



**Exhibit B  
Scope of Services**

Grantee, Connect Holding II, LLC d/b/a Brightspeed, Application # 1000013975 (Edgecombe County), will carry out the terms of this contract as follows:

**1. Scope of the Project**

The Grantee shall deploy infrastructure to the approved Locations required by this Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the applicant is the minimum speed made available to all Locations in the Project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

**2. Project Budget**

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

<b>Project Expenses</b>	<b>GREAT Award (ARPA)</b>	<b>Matching Amount (ISP Fund)</b>	<b>Total</b>
Easements	\$12,320.00	\$12,680.00	\$25,000.00
Materials	\$1,050,951.00	\$1,081,673.00	\$2,132,624.00
Construction/Installation	\$2,849,511.00	\$2,932,810.00	\$5,782,321.00
Testing	\$2,464.00	\$2,536.00	\$5,000.00
Engineering			
Lease/Collocation Fees (one-time fees)			
Other	\$84,754.00	\$87,232.00	\$171,986.00
Other			
Other			
<b>Total</b>	<b>\$4,000,000.00</b>	<b>\$4,116,931.00</b>	<b>\$8,116,931.00</b>
<b>Match Percentage</b>	<b>85%</b>	<b>15%</b>	<b>100%</b>

**3. GREAT Award and Matching Funds**

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

**Exhibit B**  
**Scope of Services**

**4. Locations**

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations, as required by NCDIT. A data file of locations approved by NCDIT for this Project is reflected within Exhibit I. Broadband deployments must make broadband service available to the total number of locations outlined in the table below.

<b>Households:</b>	2776
<b>Businesses:</b>	99
<b>Total Locations:</b>	2875

## Exhibit C Project Milestones

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

Milestone	Description
<ul style="list-style-type: none"> <li>Initial status of the engineering and design of the project</li> <li>Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment</li> </ul>	Reported in Q1 Progress Report
<ul style="list-style-type: none"> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment</li> </ul>	Reported in Q2 Progress Report
<ul style="list-style-type: none"> <li>Minimum of at least one Reimbursement Request has been submitted</li> </ul>	Submission of Reimbursement Request by September 30, 2023
<ul style="list-style-type: none"> <li>Evidence of the start of construction</li> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment</li> </ul>	Reported in Q4 Progress Report
<ul style="list-style-type: none"> <li>Minimum of two cumulative Reimbursement Requests have been submitted</li> </ul>	Submission of Reimbursement Request by June 30, 2024
<ul style="list-style-type: none"> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment</li> <li>Access is available to 10% of the locations with submission of addresses in the format designated by the Office</li> </ul>	Reported in Q6 Progress Report
<ul style="list-style-type: none"> <li>Status of the engineering and design of the project</li> <li>List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment</li> </ul>	Reported in Q7 Progress Report
<ul style="list-style-type: none"> <li>Completion of the Construction Period</li> <li>Access is available to 100% of the locations with submission of addresses in the format designated by the Office.</li> <li>Beginning of Maintenance Period</li> </ul>	Reported in Q8 Final Report for End of Construction Period
<ul style="list-style-type: none"> <li>All reimbursement requests have been submitted</li> </ul>	Final submission of Reimbursement Request by March 31, 2025
<ul style="list-style-type: none"> <li>Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)</li> </ul>	Reported in Y1 Annual Report
<ul style="list-style-type: none"> <li>Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)</li> </ul>	Reported in Y2 Annual Report
<ul style="list-style-type: none"> <li>Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)</li> </ul>	Reported in Y3 Annual Report

**Exhibit D**  
**Reporting Schedule for Progress Reports**

The Grantee is required to submit progress reports based on the following schedule:

<b>Reporting Period</b>	<b>Due Date</b>	<b>Report Type</b>
Effective date to December 31, 2023	1/15/24	Q1 Progress Report
January 1, 2024 to March 31, 2024	4/15/24	Q2 Progress Report
April 1, 2024 to June 30, 2024	7/15/24	Q3 Progress Report
July 1, 2024 to September 30, 2024	10/15/24	Q4 Progress Report
October 1, 2024 to December 31, 2024	1/15/25	Q5 Progress Report
January 1, 2025 to March 31, 2025	4/15/25	Q6 Progress Report
April 1, 2025 to June 30, 2025	7/15/25	Q7 Progress Report
July 1, 2025 to September 30, 2025	10/15/25	Q8 Final Report Form for End of Construction Period
October 1, 2025 to September 30, 2026	10/15/26	Y1 Annual Progress Report (Maintenance Period)
October 1, 2026 to September 30, 2027	10/15/27	Y2 Annual Progress Report (Maintenance Period)
October 1, 2027 to September 30, 2028	10/15/28	Y3 Annual Progress Report (Maintenance Period)

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full two-year construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

The Grantee shall submit its Conflict of Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

Should this Agreement terminate in accordance with Section 8.20 of the Agreement, the Grantee's final progress report is due no later than 30 days after a final decision or other ruling is entered by a tribunal, judge or court.

**Exhibit D**  
**Reporting Schedule for Progress Reports**

**No Overdue Tax Certification Reporting Period and Due Date**

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

<b>Reporting Period</b>	<b>Due Date</b>
January 1, 2023 to December 31, 2023	1/31/24
January 1, 2024 to December 31, 2024	1/31/25
January 1, 2025 to December 31, 2025	1/31/26
January 1, 2026 to December 31, 2026	1/31/27
January 1, 2027 to December 31, 2027	1/31/28

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.

## Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\) | ncbroadband.gov](#))

### GREAT GRANT PROGRAM

Progress Report Form  
for the Construction Period

#### GRANTEE INFORMATION (to be completed by Grantee)

Grantee Name: \_\_\_\_\_  
Project Contact Completing this Form: \_\_\_\_\_ Title: \_\_\_\_\_  
Primary Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

#### Reporting Period

From: \_\_\_\_\_  
(date)  
To: \_\_\_\_\_  
(date)

#### Contract Information

Grant Agreement#: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Project County: \_\_\_\_\_  
Technology Type: \_\_\_\_\_

UPLOAD PROGRESS REPORTS TO [EBS.NC.GOV](http://EBS.NC.GOV)

**DOWNLOAD - HOW TO SUBMIT PROGRESS REPORTS**

#### PROJECT UPDATES

Please provide progress a description of accomplishments achieved and problems or delay encountered during this reporting period on the categories below.

##### Design/Engineering:

Provide a *rough* estimate of how much of the design/engineering work has been completed for the total project (including all project areas). (Please check one.) Provide any updates or challenges with the design/engineering work for this project.

- \_\_\_\_\_ Less than 25% complete
- \_\_\_\_\_ 25-75% complete
- \_\_\_\_\_ 75-99.9% complete
- \_\_\_\_\_ 100% complete

##### Securing Assets:

Provide any updates on securing the following relevant items: rights-of-way; easements; other land; access to poles and completion of make-ready work; access to towers. Provide any challenges that may significantly impact your project design. For WISPs, please list the actual macro towers being utilized and whether leases have been secured.

## Progress Report Template

*(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\) | ncbroadband.gov](#))*

### Materials/Supplies:

Provide any updates on materials/supplies being purchased for the project. Provide any anticipated significant challenges or delays these purchases will have on the project.

### Staffing/Contractors:

Provide any updates with staffing/labor for the project. Provide any challenges or changes to staffing/labor since the previous reporting period. Provide whether design/engineering and construction labor is primarily in-house or contractors.

#### Design/Engineering:

- In-House Staff
- Contractors
- Both

Please list names of primary contractors.

#### Construction/Installation:

- In-House Staff
- Contractors
- Both

Please list names of primary contractors.

### Milestones:

Provide the status of any remaining milestone requirements listed in Exhibit C of the Grant Agreement for this reporting period.

## Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\) | ncbroadband.gov](#))

### Project Expenditures

Provide the total expenditures for all eligible expenditures as defined in Section 2.2.c. of the Grant Agreement for the reporting period and cumulative to date. Provide any justifications for expenditures or cost overruns, as applicable. Attach financial documentation as needed to this report.

Project Expenses	Total Expenditures (Reporting Period)	Total Expenditures (Cumulative – To Date)
Easements		
Materials		
Construction/Installation		
Testing		
Engineering		
Lease/Collocation Fees (one-time fees)		
Other (Specify)		
Justification:		

### Provision of Service:

Is service available yet to any GREAT locations (potential subscribers) within this project?

- Yes
- No

If yes, please provide estimated numbers below:

	Estimated number of locations
GREAT Households with broadband available:	
GREAT Businesses with broadband available:	
GREAT Ag Operations with broadband available:	
GREAT Community Anchor Institutions with access	

**GRANTEES ARE REQUIRED TO REPORT ONLY ON GREAT GRANT LOCATIONS. DO NOT SUBMIT ADDITIONAL LOCATIONS OUTSIDE OF THE CONTRACTED GREAT GRANT AGREEMENT. IF ADDITIONAL LOCATIONS ARE INCLUDED THE REPORT WILL BE RETURNED TO THE GRANTEE.**

### Completion of Construction Period of project:

Broadband access is considered available if service can be provided to the GREAT location(s) immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees. Grantees who have completed the Construction Period of the project will be provided the Final Report Form for completion. Upon verification of the Final Report by NCDIT, Grantees will move to the Maintenance Period of the GREAT Grant.

If you have completed the entire Construction Period of this GREAT grant, and made service available to all required GREAT locations, please indicate below:

- Yes (all construction has been completed and service availability to all locations is complete.)



## **Progress Report Template**

*(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\) | ncbroadband.gov](https://ncbroadband.gov))*

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### **Broadband Provider (ISP) Certification and Attestation**

The undersigned representative of the Grantee certifies that the information in this progress report is true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1. as Authorized Representative, the signatory has been authorized to file this progress report;
2. that the Grantee has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
3. that the Grantee certifies the financial and organizational strength regarding the ability to successfully meet the terms of the grant requirements and the ability to meet the potential for repayment of grant funds; and
4. attests that the project area described in Exhibit B of the Grant Agreement is eligible.

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**Date**

---

**TYPED NAME AND TITLE**

## **Exhibit F Payment Process**

NCDIT requires regular reimbursement requests to ensure review of eligible expenditures and verify progress of the project. Reimbursement requests may be submitted on an as-needed basis, but no more than one time per month during the Construction Period, and at minimum must be submitted in accordance with the respective Project Milestone for Reimbursement Requests, as specified in Exhibit C. If Reimbursement Request submissions do not coincide with a Progress Report deadline, NCDIT may request an additional Progress Report (within the quarter), to accompany the Payment Request. With exception to those eligible expenditures incurred in accordance with Section 2.2.e., eligible expenditures may only be incurred during the Construction Period.

Prior to disbursement of the first Reimbursement Request, the Grantee shall submit a copy of its Conflict of Interest Policy.

In order to receive reimbursement funds, the Grantee must submit the following documentation:

1. Payment Request through the NCDIT EBS portal, in accordance with the process outlined in 2.3.e/2.4.e;
2. Copies of eligible expenditure invoices, all invoices shall include:
  - date of invoice,
  - invoice #,
  - description of service or item, and
  - the name of the vendor;
3. Evidence showing invoices have been paid in full. Evidence may include but not limited to a copy of cleared checks or wire transfer receipts issued toward Project expenses;
4. Proof progress reports are in good standing;
5. Any additional documentation requested by NC DIT related to the Project, including but not limited to the following:
  - mapping information,
  - verification of broadband service to the committed locations, and
  - verification that milestones, as defined in Section 2.3.c./2.4.c., have been met.
6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT.

One final claim may be submitted for reimbursement within 90 days from the end date of the Construction Period. This Payment Request is subject to NCDIT receiving and approving the following documentation:

1. All final invoices and proof of payment for each invoice. All invoices must be for work incurred prior to the end of the Construction Period;
2. The "Final Report Form for the End of Construction Period," detailed in Exhibit C and D; and

**Exhibit F**  
**Payment Process**

3. Mapping files, in the NCDIT approved format, that identifies all contracted locations having broadband access.

Payments are subject to the availability of funds. NCDIT will use best efforts to issue the funds due to the Grantee within thirty (30) days of approval of the documentation submitted by the Grantee.

**Exhibit G**  
**31 C.F.R. PART 21 – Certification Regarding Lobbying**

Grantee certifies to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions. A copy of this form is contained in 31 C.F.R. Pt. 21, App. B.
3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Authorized Representative

Print Name

Date



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### GREAT GRANT PROGRAM (FEDERAL) Growing Rural Economies with Access to Technology Program

**Purpose:** The purpose of this document is for the awardee to identify and determine the responsibilities of a representative from the company with regards to administering the GREAT Grant Project. This document will establish the appropriate contacts from the awardee, assign responsibility and delegate authority to appropriate staff to ensure compliance with the executed grant agreement.

The Grantee's Project Contacts table can be edited, and additional rows may be added, as needed, by the user. **Please include a copy of a letter on company letterhead by the principal or legal counsel certifying the roles of the representatives listed in the table.**

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#### Definitions

**Awardee Name:** Legal name of the awardee as indicated in the submitted application

**Application #:** The application number assigned by the Enterprise Business Service (EBS) online application portal at the time of application submission. You may also reference the application # in the award letter.

**Unique Entity Identifier (UEI):** Awardees must have an active Unique Entity Identifier. This is required due to the use of federal funds per [2 CFR 200.206 \(link\)](#). At the time of application, the identifier was referred to as the System Award Management (SAM) ID and used the DUNS number as part of the registration process. The SAM.gov transitioned from using DUNS numbers to the UEI on April 4, 2022. If your organization does not have a UEI, please register or update your information at this link: [SAM.gov | Home](#).

**Principal:** The person that has the authority to enter a legally binding contract with the State of North Carolina.

**Legal Counsel:** The person that serves as legal counsel on behalf of the company and will review the grant agreement from the NC Department of Information Technology.

**Fiscal Representative:** The person that will submit claims for reimbursement.

**Authorized Representative:** The person that is responsible for certifying and submitting progress report documentation.

**Construction Manager and/or Engineer:** The person that is responsible for questions about the construction of broadband infrastructure.

**Authorized User(s) for the EBS on-line portal:** The person that has access to the Enterprise Business Services (EBS) on-line portal. Please ensure that the authorized user has a valid

## Key Personnel of the Grantee

[NCID username and password \(register here\)](#). In addition, ensure that the user has received authorization to access the [EBS \(register here\)](#).

**Awardee Name:** Connect Holding LLC II dba Brightspeed

**Application #:** 1000013975

**Unique Identify Identifier (as registered with SAM.gov)** JWYXB1U3ML3

**Tax Identification #:** 87-3811759

**Awardee Fiscal Year End Date:** December 31

Responsibility	Full Name, Title	Contact Information Business Name Mailing Address Email Address and Phone
Principal	Pamela Sherwood, Senior Broadband Counsel	Connect Holding II LLC d/b/a Brightspeed 1120 South Tryon Street, Suite 700 Charlotte, NC 28203 <a href="mailto:Pamela.sherwood@brightspeed.com">Pamela.sherwood@brightspeed.com</a> <a href="mailto:Broadband@brightspeed.com">Broadband@brightspeed.com</a> 704-314-2249 office 317-703-0882 mobile
Legal Counsel	Pamela Sherwood, Senior Broadband Counsel	<a href="mailto:Pamela.sherwood@brightspeed.com">Pamela.sherwood@brightspeed.com</a> 704-314-2249
Fiscal Representative	Pamela Sherwood, Senior Broadband Counsel	<a href="mailto:Pamela.sherwood@brightspeed.com">Pamela.sherwood@brightspeed.com</a> 704-314-2249
Authorized Representative	Pamela Sherwood Heather Lee	<a href="mailto:Pamela.sherwood@brightspeed.com">Pamela.sherwood@brightspeed.com</a> 704-314-2249 <a href="mailto:Heather.lee@brightspeed.com">Heather.lee@brightspeed.com</a> 704-314-2357
Construction Manager and/or Engineer	Oren Keller Sr Mgr, Local Network Implementation	<a href="mailto:Oren.Keller@brightspeed.com">Oren.Keller@brightspeed.com</a> 908-376-1372 office 318-340-5263 mobile
	Tucker Hickey, Sr.	<a href="mailto:Tucker.hickey@brightspeed.com">Tucker.hickey@brightspeed.com</a>



## Key Personnel of the Grantee

Authorized User(s) for the Enterprise Business Services (EBS) on-line portal	Manager Broadband Grants Office	<a href="mailto:broadband@brightspeed.com">broadband@brightspeed.com</a> 704-314-2374
Reserved for other representatives	Steve Brewer, Director State and Local Government Affairs	<a href="mailto:Steven.k.brewer@brightspeed.com">Steven.k.brewer@brightspeed.com</a> 704-314-2361 office 919-554-7239 mobile
Reserved for other representatives	Tucker Hickey, Sr. Manager Broadband Grants Office	<a href="mailto:Tucker.hickey@brightspeed.com">Tucker.hickey@brightspeed.com</a> <a href="mailto:broadband@brightspeed.com">broadband@brightspeed.com</a> 704-314-2374

## **Exhibit I Mapping Files**

The Grantee must make broadband service available to all households and businesses approved for this project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The data file listing the locations submitted by Grantee and approved by NCDIT for this Project is considered a part of this Grant Agreement and is incorporated into the Agreement by reference. A copy of this data file listing these final locations, as previously agreed upon by the Parties, is being provided to the Grantee as a csv file in a separate email with the following naming structure: (Application number\_AWARD\_LOCATIONS.csv). The approved and required locations are outlined in the data file, which includes addresses and coordinates from the AddressNC statewide address dataset. The full address field contains the complete address provided by the local county addressing authority. Also provided for each location are decimal degrees coordinates, state plane latitude and longitude, US National Grid Coordinates, and Google Plus Codes that can be used to map the locations in a variety of mapping platforms.

A map of the locations is also included in this Exhibit.

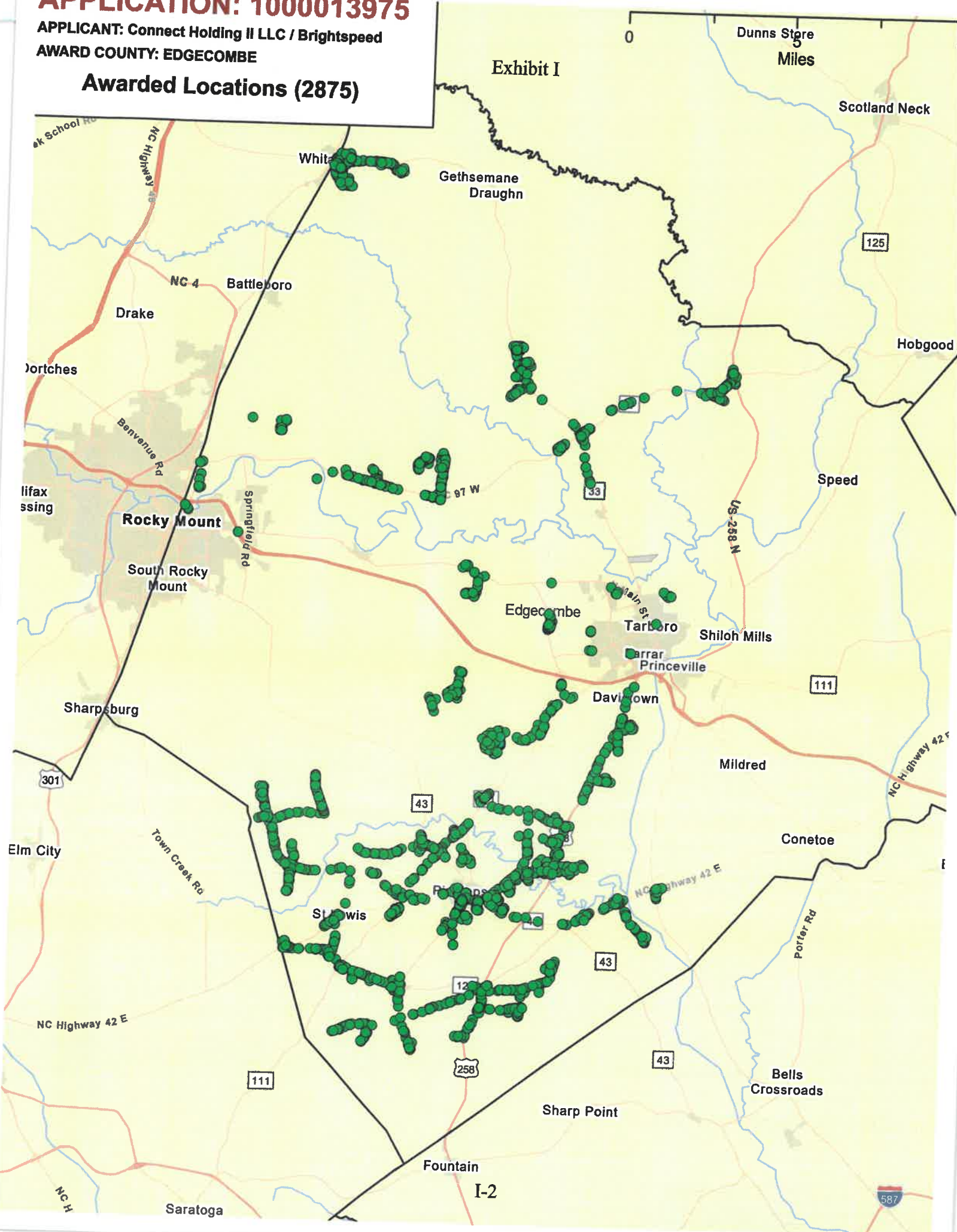


# APPLICATION: 1000013975

APPLICANT: Connect Holding II LLC / Brightspeed

AWARD COUNTY: EDGECOMBE

## Awarded Locations (2875)



**EXHIBIT J  
COUNTY MATCHING FUNDS**

Edgecombe County is contributing \$50,000 in matching funds to Connect Holding II LLC d/b/a Brightspeed as part of this Project. Edgecombe County is using ARPA REVENUE REPLACEMENT funds for this match.

The funds will be wired to Connect Holding II LLC d/b/a Brightspeed in full within 30 days after the County receives the final progress report for the Construction Period from the North Carolina Department of Information Technology. Grantee hereby agrees that if it is unable to complete construction or the contract is terminated prior to the end of the construction period, the County will not be obligated to pay this amount to Grantee.

The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

**Edgecombe County**

**Connect Holding II LLC d/b/a Brightspeed**

Name: Eric Evans

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

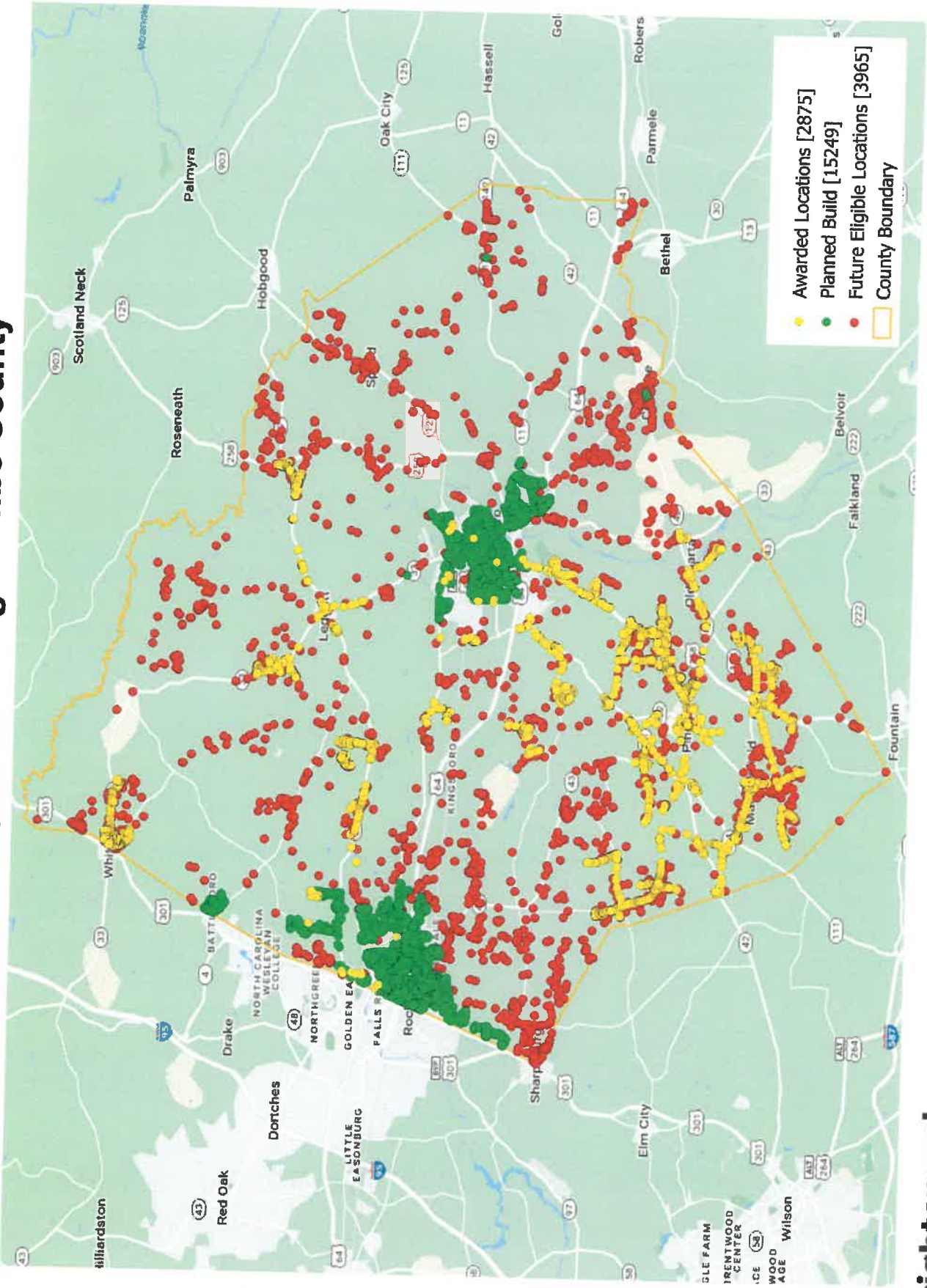
Title: County Manager

Title: \_\_\_\_\_

Date: July 31, 2023

Date: \_\_\_\_\_

# Brightspeed Fiber Deployment in Edgecombe County



Proprietary, Confidential Information and subject to Trade Secrets of Connect Holding LLC . Not to be disclosed or shared with any third parties without permission of Connect Holding.