

**AGENDA**  
**GRANVILLE COUNTY BOARD OF COMMISSIONERS**

**Monday, April 18, 2022**



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Call to order @ 7:00 p.m.....Chairman Tony W. Cozart  
Invocation and Pledge of Allegiance.....Commissioner Sue Hinman

**Consent Agenda**

1. Contingency Summary (p. 3)
2. COVID Grant Request for Detention Center (p. 5)

**Introductions, Recognitions and Presentations**

3. Recognition of Vernell Anderson - Granville Health System Board of Trustees (p. 10)

**Public Comments**

4. Public Comments (p. 11)

**Purchasing**

5. Radio Purchase for Detention Officers (p.12)
6. Radios for the Sheriff's Office (p.14)

**Economic Development Matters**

7. Street Name for Triangle North-Granville Industrial Park (p. 21)
8. Change of Meeting Schedule for Economic Development Advisory Board (p. 22)

**Finance Matters**

9. Utility Billing Audit Services Agreement (p. 23)

**Proclamations, Resolutions and Legislative Matters for Consideration**

10. Proclamations, Resolutions and Legislative Matters (p. 49)

**Appointments**

11. Granville County Citizens Advisory Committee for Environmental Affairs (p. 50)
12. Granville Greenways Advisory Council (p. 51)
13. Senior Services Advisory Committee (p. 52)

**County Manager's Report**

- 14. County Manager's Report (p. 53)

**County Attorney's Report**

- 15. County Attorney's Report (p. 54)

**Presentations by County Board Members**

- 16. Presentations by County Board Members (p. 55)

**Any Other Matters**

- 17. Any Other Matters (p. 56)



## Granville County Finance

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Steve McNally  
**Department:** Finance  
**Date:** April 12, 2022  
**Title:** Contingency Summary

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### **RECOMMENDATION:**

The Finance Director recommends approval of the Contingency Summary dated 4/18/2022.

### **ATTACHMENTS:**

Contingency Summary - 4/18/22

### **ACTION TAKEN:**

## Summary of Contingency and Use of Fund Balance

### Contingency Summary For FY 2021-2022 Budget April 18, 2022

#### Use of Contingency Summary - General Fund

##### General Contingency (10-9910-991):

| Date       | Description/Action                                                        | Adjustment Amount | Balance    |
|------------|---------------------------------------------------------------------------|-------------------|------------|
| 7/1/2021   | Budget Ordinance                                                          |                   | \$ 180,000 |
| 9/7/2021   | Fund balance of GVHD renovation project                                   | \$ 51,000         | \$ 129,000 |
| 9/7/2021   | COTT Register of Deeds automation project                                 | \$ 17,550         | \$ 111,450 |
| 10/18/2021 | Fire, Ambulance and Rescue consulting services                            | \$ 60,000         | \$ 51,450  |
| 1/4/2022   | Supplies and credit card processing fees for Parks and Grounds department | \$ 29,000         | \$ 22,450  |
| 1/4/2022   | Adjustment to Workers Comp premium due to audit adjustment                | \$ 8,450          | \$ 14,000  |

##### Environmental Disaster Contingency (10-9910-993):

| Date     | Description/Action | Adjustment Amount | Balance   |
|----------|--------------------|-------------------|-----------|
| 7/1/2021 | Budget Ordinance   |                   | \$ 10,000 |

##### School Bond D/S Contingency (10-9910-994):

| Date     | Description/Action                                                               | Adjustment Amount | Balance    |
|----------|----------------------------------------------------------------------------------|-------------------|------------|
| 7/1/2021 | Budget Ordinance                                                                 |                   | \$ 100,000 |
| 9/7/2021 | Fund replacing fire alarm system an Butner/Stem Elementary, BoCC approved 7/6/21 | \$ 100,000        | \$ -       |

#### Use of Fund Balance Summary - General Fund

| Date       | Description/Action                                                                 | Adjustment Amount | Balance      |
|------------|------------------------------------------------------------------------------------|-------------------|--------------|
| 7/1/2021   | Budget Ordinance                                                                   |                   | \$ 5,645,236 |
| 9/7/2021   | Roll over unexpended FY 21 Reach grant funds                                       | \$ 15,000         | \$ 5,660,236 |
| 9/7/2021   | Adjust 4H Best funding per initial funding agreement                               | \$ (58,237)       | \$ 5,601,999 |
| 9/7/2021   | Adjust funding for FY 22 JCPC programs per PDS funding plan                        | \$ (20,876)       | \$ 5,581,122 |
| 9/7/2021   | Carry forward unexpended funds from FY 21 GVHD project                             | \$ 379,000        | \$ 5,960,122 |
| 9/7/2021   | Carry forward from FY 21 Engineering services for Triangle North                   | \$ 40,000         | \$ 6,000,122 |
| 9/7/2021   | Debtbooks lease accounting software for Finance                                    | \$ 9,750          | \$ 6,009,872 |
| 9/7/2021   | Carry forward from FY 21 funding for County 275 Anniversary book                   | \$ 6,000          | \$ 6,015,872 |
| 9/7/2021   | Additional fee to cover total FY 22 W/C fee from NCACC                             | \$ 44,000         | \$ 6,059,872 |
| 9/7/2021   | Carry forward from FY 21 Engineering services for Triangle North                   | \$ 10,496         | \$ 6,070,368 |
| 9/7/2021   | Replace vehicle for Emergency Management. Should have been in Ordinance            | \$ 30,000         | \$ 6,100,368 |
| 9/7/2021   | Fire Department stipend.                                                           | \$ 39,720         | \$ 6,140,088 |
| 10/18/2021 | Purchase replacement radios                                                        | \$ 575,000        | \$ 6,715,088 |
| 10/18/2021 | Parks and Grounds administrative position - 9 months                               | \$ 43,350         | \$ 6,758,438 |
| 10/18/2021 | Stovall property for future Senio Services North building                          | \$ 92,570         | \$ 6,851,008 |
| 10/18/2021 | Fund \$200,000 match for the \$400,000 One NC Fund Grant for Carolina Coops        | \$ 200,000        | \$ 7,051,008 |
| 12/6/2021  | Animal Control Officer starting 1/16/2022                                          | \$ 47,638         | \$ 7,098,646 |
| 12/6/2021  | Two Telecommunications Officers starting 1/16/2022                                 | \$ 50,143         | \$ 7,148,789 |
| 12/6/2021  | carry over FY 21 Supplemental Grant Expense balance and 2020 EMPG grant            | \$ 73,182         | \$ 7,221,971 |
| 1/4/2022   | Adjust annual inmate housing revenue                                               | \$ (597,560)      | \$ 6,624,411 |
| 1/4/2022   | Additional construction adm/project expenditures for balance of FY 22              | \$ 70,000         | \$ 6,694,411 |
| 1/4/2022   | Fund O/T and additional expenditures for Sheriff's dept                            | \$ 41,000         | \$ 6,735,411 |
| 1/4/2022   | Fund O/T and additional expenditures for Detention Center                          | \$ 23,000         | \$ 6,758,411 |
| 1/4/2022   | Stovall Senior Center land purchase                                                | \$ 81,071         | \$ 6,839,482 |
| 1/4/2022   | Transfer funds from LEC construction Fund (Fund 48)                                | \$ (2,318,548)    | \$ 4,520,934 |
| 2/7/2022   | Fund repairs to Law Enforcement Center                                             | \$ 5,000          | \$ 4,525,934 |
| 2/7/2022   | Correct journal entry BE 9913 - rev. duplicate amendment for Stovall land purchase | \$ (92,570)       | \$ 4,433,364 |
| 2/7/2022   | Salary adjustment and annual leave payout                                          | \$ 52,419         | \$ 4,485,783 |
|            | TOTAL                                                                              | \$ (1,159,451)    |              |



## Granville County Sheriff's Office

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Michael Felts  
**Department:** Sheriff's Office  
**Date:** April 12, 2022  
**Title:** COVID Grant Request for Detention Center

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### **PURPOSE:**

To authorize the Sheriff's Office to apply for a COVID-19 Support Grant reference RFA #A399 through the NC Department of Health and Human Services Division of Public Health and to authorize staff to serve as the contacts and financial reporting contacts for the grant.

### **BACKGROUND:**

Grant Request – COVID-19 Support for County Confinement Facilities is being offered to counties that operate confinement facilities. This award is 100% funded through the joint Centers for Disease Control (CDC) and Department of Justice (DOJ) Detection & Mitigation of COVID-19 in Confinement Facilities initiative. The purpose of this funding focuses on providing resources to confinement facilities for the detection and mitigation of COVID-19.

Granville County's grant request is for \$80,000.00 (No Match Grant) and if approved the grant proceeds will be used to purchase equipment to assist with the detection and mitigation of the COVID-19 virus in the County's detention center. The attached documents outline specific grant certifications and assign appropriate staff as contacts for the grant and grant financial reporting.

### **FUNDING:**

N/A

### **RECOMMENDATION:**

The Sheriff recommends authorizing the named individuals to serve as grant project contacts and financial reporting contacts for the Detention Center COVID-19 Grant request of \$80,000.00.

### **ATTACHMENTS:**

Chairperson's Grant Contact Authorization  
Chairperson's Grant Financial Contact Authorization  
State Contract Certifications for Sheriff's Grant

### **ACTION TAKEN:**



# COUNTY OF GRANVILLE, NORTH CAROLINA

104 BELLE STREET, POST OFFICE BOX 906, OXFORD, NORTH CAROLINA 27565

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April 5, 2022

To: North Carolina Department of Health and Human Services  
Division of Public Health  
Epidemiology Section, Communicable Disease Branch

From: Tony Cozart, Chairman  
Board of Commissioners  
County of Granville North Carolina

Subject: Grant Request – COVID-19 Support for County Confinement Facilities

Re: RFA # A399

Dear Sir/Madame,

I, Tony Cozart, Board Chairperson of the County of Granville North Carolina hereby identify the following individuals who are authorized to sign Contracts for Grant Request RFA # A399, on behalf of Granville County:

1. Michael Felts, County Manager
2. Korena Weichel, Assistant County Manager
3. John Hardy, Sheriff

\_\_\_\_\_  
Tony Cozart

Chairman  
Title

\_\_\_\_\_  
Date



# COUNTY OF GRANVILLE, NORTH CAROLINA

104 BELLE STREET, POST OFFICE BOX 906, OXFORD, NORTH CAROLINA 27565

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April 5, 2022

To: North Carolina Department of Health and Human Services  
Division of Public Health  
Epidemiology Section, Communicable Disease Branch

From: Tony Cozart, Chairman  
Board of Commissioners  
County of Granville North Carolina

Subject: Grant Request – COVID-19 Support for County Confinement Facilities

Re: RFA # A399

Dear Sir/Madame,

I, Tony Cozart, Board Chairperson of the County of Granville North Carolina hereby identify the following individuals who are authorized to sign Contract Expenditure Reports in reference to reporting requirements for Grant Request RFA # A399, on behalf of Granville County:

1. Steve McNally, Finance Director
2. John Hardy, Sheriff
3. Edward Cash, Detention Administrator

\_\_\_\_\_  
Tony Cozart

Chairman  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## STATE CONTRACTOR CERTIFICATIONS

### State Certifications

#### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.



Contractor's Name: John Hardy, Sheriff

Contractor's

Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Michael Felts Title County Manager

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

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 14, 2022  
**Title:** **Recognition of Vernell Anderson - Granville Health System Board of Trustees**

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**PURPOSE:**

To recognize Vernell Anderson for her 18 years of service on the Granville Health System Board of Trustees.

**ACTION TAKEN:**



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** Public Comments

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**PURPOSE:**

Public comments are limited to 3 minutes.

**ACTION TAKEN:**



## Granville County Sheriff's Office

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Edward Cash  
**Department:** Sheriff's Office/Detention Center  
**Date:** April 12, 2022  
**Title:** Radio Purchase for Detention Officers

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### **PURPOSE:**

To consider the purchase of nine (9) VP5430 Viking Portable radios with Desktop rapid chargers and immersion-rated speaker microphones.

### **BACKGROUND:**

The Sheriff's Office/Detention Center is requesting approval to purchase nine VP5430 Viking Portable Radios with chargers and speaker microphones at a cost of (\$16,313.40). These radios are for the officers who are now being hired so these are new purchases.

Although the funding was approved in the FY 21-22 budget it is being brought back to the Board for final approval because the expenditure is more than \$10,000.00.

### **FUNDING:**

Funding is available in the current budget for this planned expenditure.  
[Finance Department Reference 10-4320-510]

### **RECOMMENDATION:**

The Sheriff's Office/Detention Center recommends purchasing the nine (9) radios and related equipment with a price not to exceed \$16,313.40.

### **ATTACHMENTS:**

Radio Communications Company Quote

### **ACTION TAKEN:**



## RADIO COMMUNICATIONS COMPANY

8035 Chapel Hill Road  
Cary, North Carolina 27513  
P. O. Box 68, Cary, North Carolina 27512  
(919) 467-2421 • Fax (919) 467-6548

8 April 2022

### PROPOSAL

Prepared for:

Granville County Sheriff's Office  
Major Edward Cash  
(919) 603-1356

| <u>QUANTITY</u>                                                 | <u>ITEM</u>            | <u>DESCRIPTION</u>                                                                                                                                                                                                                                                                                                             | <u>UNIT PRICE</u> | <u>EXTENSION</u>               |
|-----------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------|
| 9                                                               | VP5430 Viking Portable | Viking VP5430 » Model II » 7/800MHz » Black Immersion Housing » 7/800 MHz ¼ Wave Stubby Antenna » 3400mAh LiIon Battery Pack » P25 AMBE+2 » Conventional/P25 Trunking Phase 1 and Phase 2 » 1024 Channels/Talkgroups » ARC4 (ADP compatible) encryption » TrueVoice Noise Cancellation » Three (3) Year Factory Radio Warranty | \$1,623.05        | \$14,607.45                    |
| 9                                                               | KSC-32                 | Desktop rapid charger                                                                                                                                                                                                                                                                                                          | \$72.25           | \$50.25                        |
| 9                                                               | KMC-70M                | Immersion rated speaker microphone                                                                                                                                                                                                                                                                                             | \$117.30          | \$1,055.70                     |
| 9                                                               | Programming            | Program radio with existing template                                                                                                                                                                                                                                                                                           | Included          | Included                       |
| Greater than NC 725G pricing discounts applied where applicable |                        |                                                                                                                                                                                                                                                                                                                                |                   |                                |
|                                                                 |                        |                                                                                                                                                                                                                                                                                                                                |                   | Prices plus tax, if applicable |

\*Prices valid for thirty (30) days from above date.

**Note:**

- RCC is not responsible for, nor has any control over assignment of Viper or other system IDs. Invoicing occurs with receipt of radio(s) by RCC and is due per terms shown on invoice. Issuance of a PO or other order method based on this quote assumes agreement with these terms.

Please contact me with any questions or comments about this proposal. We look forward to working with you in this matter.

Matthew Dean  
Radio Communications Company  
919-467-2421  
919-418-9222 (mobile)  
[mdean@rccws.com](mailto:mdean@rccws.com)



## Granville County Sheriff's Office

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Sheriff's Office  
**Department:** Sheriff's Office  
**Date:** April 12, 2022  
**Title:** Radios for the Sheriff's Office

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### **PURPOSE:**

To consider the purchase of twenty (20) APX6000 Motorola portable radios and sixteen (16) APX4500 Motorola mobile radios so the Sheriff's Office will be compatible with the new Viper system requirements effective July 1, 2025.

### **BACKGROUND:**

Motorola APX6000 portable radios and APX4500 mobile radios are an enhanced radio system that will enable the Sheriff's Office the ability to serve and protect effectively and safely. North Carolina Voice Interoperability Project Emergency Responders (VIPER) continues to grow, and it is important that the system remains at the forefront of the technological improvements.

Project 25 (P25) system architecture supports digital operation using the Frequency Division Multiple Access or FDMA technology. As VIPER completes the migration of its Motorola Quantar base stations to the replacement GTR base stations, VIPER will be able to support P25 Phase 2 operation utilizing Time Division Multiple Access or TDMA operation. TDMA would allow VIPER to divide each channel on the system that supports voice radio traffic into two separate talk paths, each supporting a unique voice radio conversation. This capability would allow VIPER to potentially support more concurrent voice conversations without adding additional base stations to address the need for growth.

Effective July 1, 2022, all radios being added to the VIPER system must be ready to receive TDMA programming and effective July 1, 2025, all active radios on the VIPER system SHALL have the capability to receive the TDMA programming. The 20 portables and 16 mobiles will put the Sheriff's Office in compliance with the July 1, 2025, capability to receive the TDMA programming.

The attached quote outlines the cost for the proposed radio purchase with the associated accessories at \$159,541.85.

### **FUNDING:**

Funding for this planned purchase is included in the Sheriff's fiscal year 2021-22 budget.  
[Finance Department reference 10-4310-510]

**RECOMMENDATION:**

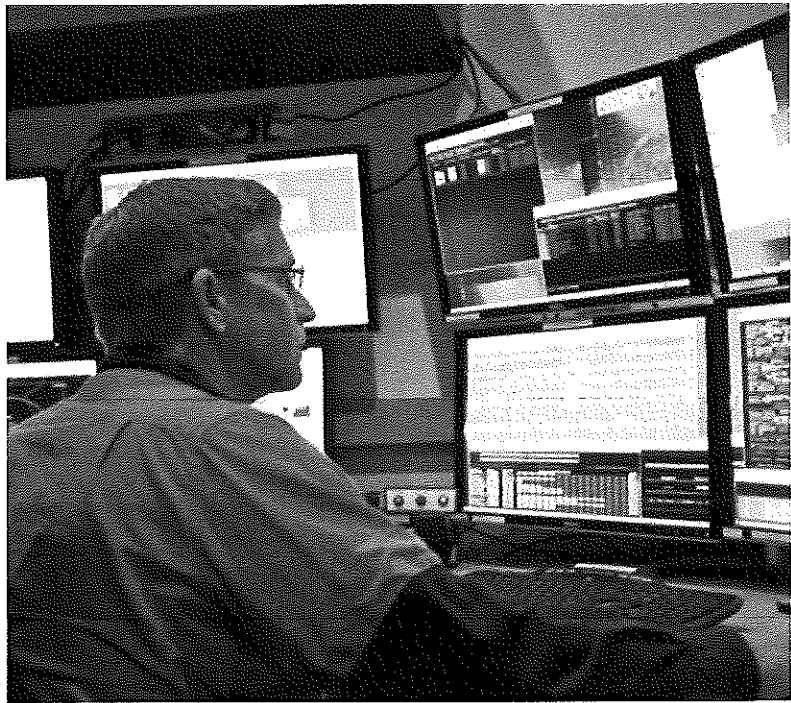
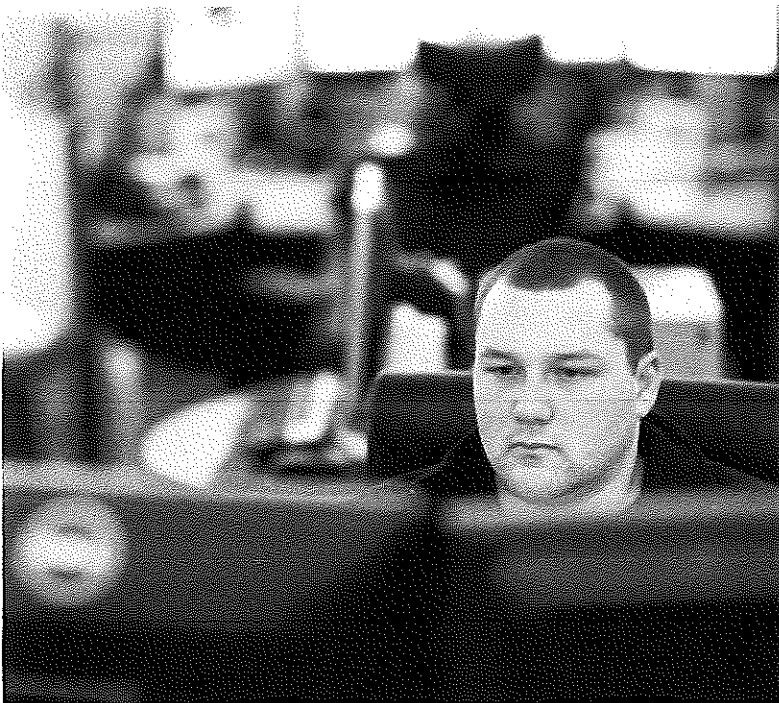
The Sheriff recommends approving the purchase of the 20 Motorola APX6000 portable radios and 16 Motorola APX4500 mobile radios from Motorola Solutions in the amount of \$159,541.85.

**ATTACHMENTS:**

Quote for Radios

**ACTION TAKEN:**





## GRANVILLE COUNTY SHERIFFS DEPT

20-APX6000 and 16-APX4500 Units

04/05/2022



04/05/2022

GRANVILLE COUNTY SHERIFFS DEPT  
PO BOX 906  
OXFORD, NC 27565

RE: Motorola Quote for 20-APX6000 and 16-APX4500 Units  
Dear Mark Harrison,

Motorola Solutions is pleased to present GRANVILLE COUNTY SHERIFFS DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GRANVILLE COUNTY SHERIFFS DEPT with the best products and services available in the communications industry. Please direct any questions to Daniel Christie at [danchristie@callmc.com](mailto:danchristie@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Daniel Christie  
Manufacturers Rep.

Motorola Solutions Manufacturer's Representative



QUOTE-1719614  
20-APX6000 and 16-APX4500 Units

Billing Address:  
GRANVILLE COUNTY SHERIFFS  
DEPT  
PO BOX 906  
OXFORD, NC 27565  
US

Quote Date:04/05/2022  
Expiration Date:05/09/2022  
Quote Created By:  
Daniel Christie  
Manufacturers Rep.  
danchristie@callmc.com  
919-745-0233

End Customer:  
GRANVILLE COUNTY SHERIFFS DEPT  
Mark Harrison  
mark.harrison@granvillecounty.org

Contract: 19144 - 725G NORTH  
CAROLINA, STATE OF (NON-ARIBA  
BASED POS)  
Payment Terms:30 NET

| Line #             | Item Number  | Description                                                                                                        | Qty | List Price | Contract Price | Sale Price | Ext. Sale Price |
|--------------------|--------------|--------------------------------------------------------------------------------------------------------------------|-----|------------|----------------|------------|-----------------|
| 1                  | NNTN8860A    | CHARGER, SINGLE-UNIT,<br>IMPRES 2, 3A, 115VAC,<br>US/NA                                                            | 20  | \$169.56   | \$127.17       | \$127.17   | \$2,543.40      |
| 2                  | NNTN8844A    | CHARGER, MULTI-UNIT,<br>IMPRES 2, 6-DISP, NA/LA-<br>PLUG, ACC USB CHGR                                             | 1   | \$1,420.20 | \$1,065.15     | \$1,065.15 | \$1,065.15      |
| 3                  | PMMN4062AL   | AUDIO ACCESSORY-<br>REMOTE SPEAKER<br>MICROPHONE,IMPRES<br>RSM, NOISE CANC.<br>EMERGENCY BUTTON<br>3.5MM JACK IP54 | 20  | \$127.12   | \$95.34        | \$95.34    | \$1,906.80      |
| APX™ 4500 Enhanced |              |                                                                                                                    |     |            |                |            |                 |
| 4                  | M22URS9PW1BN | APX4500 ENHANCED<br>7/800 MHZ MOBILE                                                                               | 14  | \$5,274.00 | \$3,991.75     | \$3,991.75 | \$55,884.50     |
| 4a                 | G24AX        | ENH: 3 YEAR ESSENTIAL<br>SVC                                                                                       | 14  |            |                |            |                 |
| 4b                 | G831AD       | ADD: SPKR 15W WATER<br>RESISTANT                                                                                   | 14  |            |                |            |                 |
| 4c                 | G66BF        | ADD: DASH MOUNT O2<br>APXM                                                                                         | 14  |            |                |            |                 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line #                    | Item Number  | Description                                            | Qty | List Price | Contract Price | Sale Price | Ext. Sale Price |
|---------------------------|--------------|--------------------------------------------------------|-----|------------|----------------|------------|-----------------|
| 4d                        | GA00580AA    | ADD: TDMA OPERATION                                    | 14  |            |                |            |                 |
| 4e                        | QA02756AD    | ADD: 3600 OR 9600<br>TRUNKING BAUD SINGLE<br>SYSTEM    | 14  |            |                |            |                 |
| 4f                        | GA01606AA    | ADD: NO GPS/WI-FI<br>ANTENNA NEEDED                    | 14  |            |                |            |                 |
| 4g                        | GA00804AA    | ADD: APX O2 CH (GREY)                                  | 14  |            |                |            |                 |
| 4h                        | G444AH       | ADD: APX CONTROL<br>HEAD SOFTWARE                      | 14  |            |                |            |                 |
| 4i                        | W22BA        | ADD: STD PALM<br>MICROPHONE APX                        | 14  |            |                |            |                 |
| 4j                        | G193AK       | ADD: ADP ONLY (NON-<br>P25 CAP COMPLIANT)<br>(US ONLY) | 14  |            |                |            |                 |
| 4k                        | G174AD       | ADD: ANT 3DB LOW-<br>PROFILE 762-870                   | 14  |            |                |            |                 |
| <b>APX™ 4500 Enhanced</b> |              |                                                        |     |            |                |            |                 |
| 5                         | M22URS9PW1BN | APX4500 ENHANCED<br>7/800 MHZ MOBILE                   | 2   | \$5,463.00 | \$4,133.50     | \$4,133.50 | \$8,267.00      |
| 5a                        | G24AX        | ENH: 3 YEAR ESSENTIAL<br>SVC                           | 2   |            |                |            |                 |
| 5b                        | G831AD       | ADD: SPKR 15W WATER<br>RESISTANT                       | 2   |            |                |            |                 |
| 5c                        | GA00580AA    | ADD: TDMA OPERATION                                    | 2   |            |                |            |                 |
| 5d                        | G67DQ        | ADD: REMOTE MOUNT O2<br>APXM                           | 2   |            |                |            |                 |
| 5e                        | QA02756AD    | ADD: 3600 OR 9600<br>TRUNKING BAUD SINGLE<br>SYSTEM    | 2   |            |                |            |                 |
| 5f                        | GA01606AA    | ADD: NO GPS/WI-FI<br>ANTENNA NEEDED                    | 2   |            |                |            |                 |
| 5g                        | GA00804AA    | ADD: APX O2 CH (GREY)                                  | 2   |            |                |            |                 |
| 5h                        | G444AH       | ADD: APX CONTROL<br>HEAD SOFTWARE                      | 2   |            |                |            |                 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1719614  
20-APX6000 and 16-APX4500 Units

| Line #           | Item Number      | Description                                               | Qty | List Price | Contract Price    | Sale Price | Ext. Sale Price |
|------------------|------------------|-----------------------------------------------------------|-----|------------|-------------------|------------|-----------------|
| 5i               | W22BA            | ADD: STD PALM<br>MICROPHONE APX                           | 2   |            |                   |            |                 |
| 5j               | G193AK           | ADD: ADP ONLY (NON-<br>P25 CAP COMPLIANT)<br>(US ONLY)    | 2   |            |                   |            |                 |
| 5k               | G174AD           | ADD: ANT 3DB LOW-<br>PROFILE 762-870                      | 2   |            |                   |            |                 |
| Product Services |                  |                                                           |     |            |                   |            |                 |
| 6                | LSV00Q00202A     | DEVICE PROGRAMMING                                        | 2   | \$100.00   | \$100.00          | \$100.00   | \$200.00        |
|                  | APX™ 6000 Series | APX6000 LI                                                |     |            |                   |            |                 |
| 7                | H98UCF9PW6BN     | APX6000 700/800 MODEL<br>2.5 PORTABLE                     | 20  | \$5,938.00 | \$4,483.75        | \$4,483.75 | \$89,675.00     |
| 7a               | Q667BB           | ADD: ADP ONLY (NON-<br>P25 CAP COMPLIANT)<br>(US ONLY)    | 20  |            |                   |            |                 |
| 7b               | Q58AL            | ADD: 3Y ESSENTIAL<br>SERVICE                              | 20  |            |                   |            |                 |
| 7c               | QA00580AC        | ADD: TDMA OPERATION                                       | 20  |            |                   |            |                 |
| 7d               | QA02756AA        | ENH: LI 9600 OR 3600<br>SINGLE SYSTEM DIGITAL<br>TRUNKING | 20  |            |                   |            |                 |
| Grand Total      |                  |                                                           |     |            | \$159,541.85(USD) |            |                 |

#### Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



## Granville County Economic Development

---

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Lynn Cooper  
**Department:** Economic Development  
**Date:** April 12, 2022  
**Title:** **Street Name for Triangle North-Granville Industrial Park**

---

### **PURPOSE:**

To approve the street name for our Triangle North-Granville Industrial Park

### **BACKGROUND:**

The Triangle North-Granville Industrial Park is located at 5612 Creek Road. There is a road that goes one mile into the park and would eventually be completed throughout the park. At this point in time there is no name for it. After consulting with Sandy Woody of our Granville County GIS Department we came up with the name Triangle North Drive and that name is available. The Granville County Economic Development Advisory Board agreed with the proposed name for the road.

### **FUNDING:**

The total funding for this project is \$135.00 for the sign and placement. The funds are available in Economic Development's existing fiscal year 2021-22 budget.

### **RECOMMENDATION:**

The Granville County Economic Development Director, Granville County EDC Advisory Board, and the GIS Department recommend approving the name of the Triangle North – Granville Industrial Park street as Triangle North Drive, and the placing of the sign.

### **ATTACHMENTS:**

None

### **ACTION TAKEN:**



## Granville County Economic Development

---

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Economic Development  
**Date:** April 12, 2022  
**Title:** **Change of Meeting Schedule for Economic Development Advisory Board**

---

### **PURPOSE:**

To notify the Board of Commissioners and the Public of a change in the meeting dates for the Economic Development Advisory Board for the remainder of 2022.

### **BACKGROUND:**

The meeting day of the Economic Development Advisory Board needs to be changed to the 1st Thursday of every other month. Meeting dates for the rest of the year are as follows:

May 5, 2022  
July 7, 2022  
September 1, 2022  
November 3, 2022

This is an information-only item.

### **ACTION TAKEN:**



## Granville County Finance

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Korena Weichel  
**Department:** Finance  
**Date:** April 12, 2022  
**Title:** **Utility Billing Audit Services Agreement**

---

### **PURPOSE:**

To consider an agreement with Utility Management Services, Inc. (UMS) to perform a utility billing audit on Granville County accounts.

### **BACKGROUND:**

Granville County periodically solicits proposals for firms to conduct audits on its utility services. These utility audit firms identify savings opportunities by modeling rate structures, performing historical billing studies, and detecting billing/meter-reading errors, overcharges, and/or rate savings prospects. There are no up-front fees or out-of-pocket expenses and, if they do not identify and produce savings, there is no charge for the service. If they do identify savings, credits, or refunds, the fee is a percentage of the amount saved or recovered during the term of the contract.

The County has not had a utility billing audit completed since 2016; therefore, the internal auditor recently issued an RFQ for Utility Billing Audit Services to include electrical, natural gas, water/sewer, and communication accounts. The RFQ was posted on the Granville County website and sent directly to several known firms that specialize in these services.

The three firms listed below responded by the March 14, 2022, due date although not all the firms complied fully with the RFQ submission criteria.

| <b>COMPANY</b>                                 | <b>OFFICE LOCATION</b> |
|------------------------------------------------|------------------------|
| <b>Utility Management Services, Inc. (UMS)</b> | <b>Wilmington, NC</b>  |
| P3 Cost Analysts                               | Greensboro, NC         |
| Utility Audit, Inc.                            | Mesa, AZ               |

In addition to the RFQ submittal documentation, the Internal Auditor contacted former clients to obtain references on work quality, service delivery, and actual savings realized. Based on those results, experience with North Carolina governmental clients, and the firm's proposed methodology, our recommendation is to award the service agreement to Utility Management Services, Inc. (UMS). The attached draft agreement includes the original RFQ document and UMS's RFQ submission as Exhibits A and B.

UMS anticipates the audit and implementation phase to be completed in 60 days and savings realized as early as six to eight weeks from contract execution.

The utility billing audit is contracted at the industry standard fee structure shown below and as reflected in the attached draft agreement.

**Fee Summary-Contractual Percentage**

|                                               |                                                      |
|-----------------------------------------------|------------------------------------------------------|
| Out-of-pocket/Up-front Fees:                  | None                                                 |
| Credits/Refunds from Historical Errors:       | 50%                                                  |
| Future Savings from Cost-Saving Initiatives*: | 50%                                                  |
| Contract Term:                                | 36 months from the effective date of the rate change |

*\*Cost-saving initiatives include alternate rates and/or riders from existing providers, correction of power factor penalties, special contract negotiation, etc.*

**FUNDING:**

There are no up-front costs. If savings, refunds, or credits are identified during the audit, Utility Management Services will invoice Granville County quarterly for 50% of refunds/credits obtained and/or cost savings realized from the implementation of cost-saving measures.

**RECOMMENDATION:**

The Granville County Internal Auditor recommends authorizing the County Manager to execute the attached Utility Billing Audit Services Agreement between Granville County and Utility Management Services, Inc.

**ATTACHMENTS:**

Utility Billing Audit Services Agreement (DRAFT)

**ACTION TAKEN:**



## AGREEMENT

THIS AGREEMENT is entered into this, the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and **UTILITY MANAGEMENT SERVICES, INC.**, a corporation organized under and by virtue of the laws of the State of North Carolina (hereinafter referred to as the "Contractor") and provides as follows:

### WITNESSETH:

WHEREAS, the County has identified Contractor as capable of performing those utility billing audit services more particularly described hereinbelow;

WHEREAS, the parties wish to enter into a written agreement memorializing certain terms of the agreement.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE SERVICES.** The County hereby retains Contractor to provide, and Contractor hereby agrees to render, the proposed scope of work described in the County's "Request for Qualifications/Utility Billing Audit Services" dated February 14, 2022 (the "RFQ") and further described in the Contractor's "Formal Response to RFP Issued to Granville County, 104 Belle Street, Oxford NC 27565" (the "Contractor's Proposal") (hereafter collectively referred to as the "Services"), copies of which are attached hereto and incorporated herein by reference as **Exhibit A** and **Exhibit B**, respectively. The Services herein described provide, *inter alia*, that the Contractor will perform a utility service audit of the County's electric service provided by Duke/Progress Energy, natural gas service provided by Dominion Energy, telephone service provided by ITS, and water/sewer service provided by the City of Oxford and SGWASA by analyzing every rate for every item billed to the County for the current and all previous data available up to three (3) years from the Effective Date hereto to determine if the County is billed in accordance with tariff regulations and for the purpose of removing errors or overcharges and recovering eligible refunds and credits (the "Audit").  
The County reserves the right to add additional categories of billing for review and evaluation by the Contractor under the same terms and conditions set out herein; provided, however, no additional services outside the scope of Services herein described shall commence without the County's prior written authorization.
2. **FEES.** The County shall pay the Contractor in accordance with the following compensation schedule:
  - (a) Contractor will receive a 50% share of any and all refunds or credits obtained by the County as a result of the Audit (the "Refund Audit"). In the event that no refund or credit is received by the County, no payment will be owed by the County to the Contractor.
  - (b) For any cost saving recommendations created by the Contractor and implemented by the County, the Contractor will receive a 50% share of the actual savings to the County for a period of thirty-six (36) months following the County's implementation of the cost savings program (the "Adjustment Audit"). For each billing month, Contractor will attempt to obtain applicable utility bills via the utility provider's Internet portal to calculate the amount saved by the County resulting from the Contractor's recommendation; however, in the event Contractor cannot access the County's invoices via the utility provider, the County will mail or fax copies of its utility bills subject to this Adjustment Audit within ten (10) days of the County receiving the same once County is notified that Contractor cannot receive the subject utility bills. Contractor will calculate what the costs to the County would have been without the Contractor's cost saving recommendation and compare that amount to the actual utility cost billed to the County. The

difference is defined as the “Savings” for that month and the Contractor will provide the County a verification statement for said Savings.

The parties acknowledge that the County has the right to accept or reject any or all cost saving recommendations made by the Contractor. In the event that the County rejects any recommendation made by the Contractor, then County will not owe any fees related to said rejected recommendation(s).

3. **PAYMENT TERMS.** The County shall pay the Contractor within thirty (30) calendar days of (i) receiving an invoice showing any refunds or credits obtained by the County as a result of the Refund Audit as set out in Section 2(a); and (ii) receiving an “Account Adjustment Invoice” for savings under Adjustment Audit in Section 2(b). One Account Adjustment Invoice shall be sent quarterly so long as any Savings are still subject to the payment provisions of Paragraph 2(b) provided no individual Savings may be invoiced for more than the first thirty-six month period the applicable individual Savings is in effect. Each Account Adjustment Invoice shall contain an explanation of any individual Savings shown on the Account Adjustment Invoice. If any amount owed under the terms hereof is disputed, the County shall pay Contractor the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. No payments shall be made to Contractor until IRS form W-9 and other necessary forms required by applicable law have been completed.
4. **STANDARD OF CARE.** Contractor shall complete the Services in a good and workmanlike manner in accordance with general industry standards and with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.
5. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. County shall have the right to terminate this Agreement at any time without cause so long as County is not in breach of any of its material obligations hereunder. Contractor shall be compensated in full for any current or future payments owed by the County under the terms here herein.
6. **INDEPENDENT CONTRACTOR.** The parties agree that Contractor is rendering Services to the County as an independent contractor, not as an employee or agent. Agency may be granted in the future for the limited purpose of receiving historical billing data or implementing savings recommendations as approved in writing by the County. Nothing contained herein shall, or shall be construed to, create a partnership, joint venture, or any other relationship between the parties hereto. In Contractor’s capacity as an independent contractor, Contractor shall file all required tax returns and reports, withhold and/or pay all required federal, state and local wage and employment related taxes, including, but not limited to, federal income taxes, social security taxes and unemployment taxes, with respect to the amounts paid to Contractor under this Agreement.
7. **NO AGENCY.** Contractor shall have no authority to contract for or on behalf of the County, to incur obligations or indebtedness for or on behalf of the County or in any way to bind the County.
8. **INSURANCE.** The Contractor shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to the County, authorized to do business in the State of North Carolina, the following insurance:  
**COMMERCIAL GENERAL LIABILITY.** Bodily injury and property damage liability shall protect the Contractor, and any sub-contractor performing Services under this contract, from claims of bodily injury or property damage which arise from operation of this contract, whether such operations are performed by Contractor, any sub-contractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less

than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

**WORKERS' COMPENSATION.** Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The County shall be an additional insured under the Automobile Liability and Commercial General Liability policies. Original certificates of such insurance will be furnished and shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the Contractor or the insuring company.

9. **INDEMNIFICATION.** Contractor agrees to protect, defend, indemnify and hold the County, its employees and elected and appointed officials harmless from any and all claims, demands, suits, liability, judgments and expenses arising out of or connected with the activities of the Contractor, Contractor's employees, agents, sub-contractors and anyone else working for or on behalf of Contractor arising out of or from the Services.
10. **NOTICE.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

**COUNTY:**

Granville County  
Attn: Michael S. Felts, County Manager  
P.O. Box 906 (mail)  
104 Belle Street (delivery)  
Oxford, NC 27565

*With a copy to:*  
James C. Wrenn, Jr.  
Smith Anderson Law  
Wells Fargo Capitol Center  
150 Fayetteville Street, Suite 2300  
Raleigh, NC 27601

**CONTRACTOR:**

Utility Management Services, Inc.  
Attn: Janessa Goldstein, Corporate Counsel  
6317 Oleander Drive, STE C  
Wilmington, NC 28403

11. **EXPENSES.** County shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.
12. **SUBCONTRACTORS.** Contractor may use subcontractors for work related to this project provided reasonable notice is given to County in advance specifying the name and entity affiliation of any such subcontractors. All subcontractors shall be fully covered under Contractor's insurance. Contractor shall remain responsible for all obligations hereunder and County does not waive any rights that it may have to look solely to Contractor for any damages by agreeing to the terms of this Agreement.
13. **NO ASSIGNMENT.** Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

14. **NO THIRD PARTY BENEFICIARIES.** Except as herein specifically provided otherwise, the County shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Contractor and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Contractor and the County that any such person or entity, other than Contractor and the County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
16. **NO WAIVER.** The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
17. **GOVERNING LAW: JURISDICTION; VENUE.** The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.
18. **SEVERABILITY.** Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
19. **FORCE MAJEURE.** If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
20. **INTERPRETATION.** Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
21. **AMENDMENT.** Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.
22. **VOLUNTARY EXECUTION.** By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.
23. **COUNTERPARTS.** To facilitate execution, this Agreement may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

24. E-VERIFY. Contractor warrants that it is and shall at all times remain in compliance with the “E-Verify” provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Contractor shall require that all sub-Contractors providing services related to this Agreement be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements of this subsection shall be an event of default hereunder.
25. RESTRICTED COMPANIES LISTS. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81. The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.
26. CONFLICT. In the event that the terms of this Agreement and the Contractor’s Proposal conflict, this Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

**GRANVILLE COUNTY**

By: \_\_\_\_\_  
Michael S. Felts, County Manager

**Utility Management Services, Inc.**

By: \_\_\_\_\_  
Janessa Goldstein, Corporate Counsel

**PRE-AUDIT CERTIFICATION**

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

\_\_\_\_\_  
Stephen M. McNally  
Finance Director, County of Granville

# EXHIBIT A [RFQ]



## Granville County REQUEST FOR QUALIFICATIONS Utility Billing Audit Services

**DATE ISSUED:** February 14, 2022

**FOR:** Utility Billing Audit Services for the benefit of the Granville County (the "County")

**DEADLINE FOR RECEIVING PROPOSAL:** March 14, 2022 by 5:00 PM EST

**PROPOSALS WILL BE REVIEWED ON:** March 18, 2022

**MAY BE FAXED TO:** (919) 690-1766

**MAY BE EMAILED TO:** monique.heggie@granvillecounty.org

**MAY BE MAILED TO:** Monique Heggie  
c/o Granville County Government  
PO Box 906  
Oxford, NC 27565

**CONTACT PERSON FOR QUESTIONS:** Steve McNally  
steve.mcnally@granvillecounty.org  
(919) 693-4182

QUALIFICATIONS RECEIVED **AFTER 5:00 PM EST** ON THE DATE OF THE DEADLINE WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

The County of Granville, North Carolina (the "County") is seeking to select a qualified firm ("Auditor") to provide utility billing audit services for the benefit of the County government organization. The purpose of this audit is to verify the accuracy and cost efficiency of expenses incurred by the County for its consumption of utilities (electricity, natural gas, etc.), and to obtain all eligible rebates and reductions in these utility accounts, as appropriate.

### Project Background

The County owns, leases, and operates facilities and properties throughout the county. The County receives monthly billings from various commercial utility providers and these are a significant part of its annual operating expenses. The County is seeking proposals for the purpose of performing utility services audits of its electric service provided by Duke/Progress Energy, natural gas service provided by Dominion Energy, telephone service provided by ITS, water and sewer service provided by the City of Oxford and SGWASA, and potentially other similar utility services from additional vendor(s) to be determined.

The Auditor will be required to review past utility bills and provide audit services for the purposes of identifying any billing errors, overcharges, or other billing discrepancies which would entitle the County to refund of payment or credit. The Auditor should be experienced in providing utility audits for North Carolina local governments within the past five years and must provide evidence and results of at least three utility audits performed for those entities.

### Scope of Work

The Auditor is required to review and evaluate all utility providers whom the County pays or paid for utility services. The audit must include a review and evaluation of rates for every item billed to determine if the County is billed in accordance with tariff regulations for the current and previous

three (3) years from the execution date of the Utility Auditing Service Contract for errors and overcharges. The Auditor will coordinate with each utility company and come to agreement for proprietary audit methods, if monthly and/or quarterly services are being overcharged, if inefficient services or tariff violations currently exist, if violations existed on previous billings, or if other errors resulting in overcharges exist. The Auditor will negotiate with the utility provider to have any detected and confirmed overcharges removed in the form of refunds and/or credits to the County. The County reserves the right to add additional categories of billing for review and evaluation by the candidate under the same terms and conditions as the original contract.

#### **The Auditor will**

1. Provide consulting services designed to obtain rebates and reductions for all identified utility expenses.
2. Provide the County with an analysis of their methods of purchasing utilities services and advice on any cost saving actions that may implemented or any overcharges that may have been paid.
3. Provide a written summary of all calculated savings and available cost saving actions.
4. The Auditor will endeavor to collect any overcharges on behalf of the County wherever errors have occurred. The Auditor will receive no compensation where there is no refund or credit, or there is no reduction in the County's monthly and/or quarterly utility charges.

#### **Deliverables**

At a minimum the following deliverables must be provided to the County:

1. No later than the end of the contracted period, submission of a report indicating, by utility service provider, the period of utility bills that have been reviewed and evaluated, the amount of refund or credit due to the County, correspondence from said utility provider agreeing to the actual amount of refund due to the County, and the method to be used to refund the moneys owed the County (e.g., refund check or account adjustment credit).
2. Provide a report with an explanation of areas of cost savings which will include a description of all billing over charges and savings recommendations. The report must be based on sound best practice recommendations and other audit accounting recommendations arising out of the audit information.
3. The report must also include any innovation/creative service or approach ideas that may reduce the County's overall costs (e.g., explore achieving a lower tariff by aggregating the entire County's electrical load).

### **1.0 INTRODUCTION AND INSTRUCTIONS**

#### **1.1 Right of Rejection/Discretion of the County**

The County reserves the right to reject any or all proposals.

#### **1.2 County Not Responsible for Preparation Costs**

The County will not pay any cost associated with preparation, submittal, presentation, or other costs associated with the quotation.

#### **1.3 Disclosure of Proposal Contents**

Submitted proposals and other materials become the property of the County. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process.

## **2.0 STANDARD PROPOSAL INFORMATION**

### **2.1 Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if requests are received prior to the deadline set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

## **3.0 STANDARD CONTRACT INFORMATION**

### **3.1 Contract Type**

The County anticipates that the conclusion of the RFQ process will be a contract between the County and the successful candidate under which the successful candidate will provide the services generally described in this RFQ.

### **3.2 Contract Approval**

This RFQ does not, by itself, obligate the County. The County's obligation will commence when the contract is approved. Upon written notice to the Auditor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the Auditor, even work done in good faith, if it occurs before the contract start date set by the County.

### **3.3 Proposal as a Part of the Contract**

Part or all of this RFQ and the successful proposal may be incorporated into the contract.

### **3.4 Additional Terms and Conditions**

The County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFQ and will not affect the proposal evaluations.

### **3.5 Insurance Requirements**

Auditor shall maintain Commercial General Liability insurance covering combined single limit not less than \$1,000,000 per occurrence.

### **3.6 Compensation**

The Auditor will be paid a contractual percentage share of all verified actual dollars saved by rebates/refunds or rate schedule overcharges which are itemized and confirmed by each utility company. Payment will be made by the County within thirty days of approval of adjustment or actual refund or credit issued by the utility provider. The County will owe the Auditor nothing unless and until a refund or credit is received from a utility provider.

### **3.7 Contract Changes - Unanticipated Amendments**

During the course of this contract, the Auditor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the County will provide a written description of the additional work and request the Auditor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments. The Auditor will not commence additional work until the County has secured any required County approvals necessary for the amendment and issued a written contract amendment.



## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Format and Content**

Overly lengthy and costly proposals are discouraged; furthermore, in order for the County to evaluate proposals fairly and completely, proposals should follow the format set out herein and provide all requested information. Quotations should adequately describe the Auditor's capabilities to satisfy the requirements of this RFQ. The RFQ should include sections, clearly labeled and numbered.

### **4.2 Contact information**

The RFQ must include the complete name and address of the candidate and contact information for the person responsible for submitting the proposal (name, mailing address, email address, fax number, and telephone number).

### **4.3 Understanding of the Project**

Candidates must provide a comprehensive narrative Statement that provides a project schedule and illustrates their understanding of the requirements of the project.

### **4.4 Methodology Used for the Project**

The comprehensive narrative Statement must indicate the methodology the candidate intends to employ and illustrate how the methodology will serve to accomplish the work and meet the project schedule.

### **4.5 Management Plan for the Project**

The comprehensive narrative Statement must indicate the management plan the candidate intends to follow and illustrate how the plan will serve to accomplish the work and meet the County's project schedule.

### **4.6 Experience & Qualifications**

It is expected that the candidate who is awarded the contract will have experience providing utility audit service to North Carolina governmental or municipal agencies or equivalent. The candidate must provide evidence and results of at least three utility audits performed for North Carolina local governments over the last five years.

### **4.7 Vendor Tax ID**

A valid Federal Tax ID number and current W-9 must be submitted with the proposal or within five days of the County's request.

### **4.8 Assumptions regarding County Actions and Participation**

If the proposal assumes that the County will take certain actions, provide certain facilities, or do anything else, these assumptions must be stated explicitly. If the proposal relies on the RFQ's statements of what the County will do and provide, there is no need to restate those statements.

### **4.9 Conflict of Interest**

If the candidate has any grounds to believe there could be a conflict of interest, such as if a County employee involved in awarding the contract has a connection with the candidate, the proposal should identify that information.



**EXHIBIT B**  
**[CONTRACTOR'S PROPOSAL]**

# **FORMAL RESPONSE TO RFP**

## **ISSUED TO:**



**PROVIDED BY:**  
UTILITY MANAGEMENT SERVICES, INC.  
6317 OLEANDER DRIVE  
WILMINGTON, NC 28403  
JOHN TICE JR- ACCOUNT MANAGER  
P: 888-867-3230 EXT. 317  
[WWW.UTILMANAGEMENT.COM](http://WWW.UTILMANAGEMENT.COM)

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**Section 4.1: Experience**

**Section 4.2: Contact Information & Key Individuals**

**Section 4.3: Time Frame**

**Section 4.4: Approach**

**Section 4.5: Implementation Plan**

**Section 4.6: Similar Projects**

**Section 4.7: Cost/Fees**

## 4.1: EXPERIENCE

With over 23 years of expertise, Utility Management Services, Inc. (UMS) is one of the largest and most successful utility bill auditing firms in the nation—specializing in electric, natural gas, water and sewer audits, analyses and rate case interventions.

Our customer base consists of businesses and organizations of all types and sizes—including the U.S. Army Corps of Engineers and two Fortune 500 companies— both ranked in the top 100. Our largest customer is a member of the Dow Jones Industrial Average, spends \$1.4 billion per year for electricity and operates in all 50 states. UMS has audited over 600,000 accounts for more than 10,000 customers—a total of \$200 million in cumulative savings to date.

UMS’ long-tenured staff is led by Brian Coughlan, an electrical engineer and former power provider executive. The highly educated members of UMS’ staff hold bachelor’s, master’s, and juris doctorate degrees. Additionally, many members of our skilled team have earned various professional certifications such as Certified Energy Manager, Certified Energy Procurement Professional, Certified Energy Auditor, Certified Demand Side Management Professional, Certified Lighting Efficiency Professional, Renewable Energy Professional and Business Energy Professional through the Association of Energy Engineers (AEE).

To identify savings opportunities, our analytical team uses our proprietary software, RATEMASTER, to:

- model rate structures
- perform in-depth historical billing studies to determine the most cost-effective opportunities available to customers through their power provider
- find savings due to billing and meter-reading errors, overcharges and rate-savings opportunities

In addition to the auditing process, UMS acts as a consultant; offering recommendations to our customer to make their business more energy-efficient.

It is our mission to protect our customers from growing utility expenses. We are continually educating them on rapidly-changing energy trends and fiscal energy opportunities that can have a significant impact on their business or organization.

Our commitment to our customers is to continually advocate for rate structures that result in the lowest possible energy costs.

UMS offers The County of Granville:

- Accomplished analytical team led by a former power provider executive
- Thorough understanding of electric rates, market trends, regulations and billing anomalies

- Well-developed internal systems that leverage proprietary analytical tools to ensure accurate audits, forecasts and ongoing savings calculations
- Proven track record of finding savings for customers of all types and sizes
- Favorable relationships with key power providers and state regulatory commissions
- Dedicated Account Manager, Project Manager and support staff who will work closely with The County of Granville to fulfill responsibilities and oversee customer satisfaction from inception to project completion

Util Auditors possess the knowledge and capability to complete communications audits and to identify savings opportunities for their customers.

Util Auditors has provided auditing services to Fortune Top 20 companies. The following list includes several of their customers:

Walgreens  
Honeywell  
Nidec Motor Corporation  
Enterprise Holdings  
Archer Daniel Midlands  
Smithfield Foods  
Hersha Hospitality Management  
Global Rigid North America

Util Auditors' goal is to achieve a minimum of 20% gross reduction in expenditures. Depending on the audit specifications, it is possible to achieve cost savings as much as 50% or more. Much of the outcome is dependent on the present technology infrastructure and the service carriers in place.

Our team of highly educated, certified energy professionals possess the education, thorough understanding, strong analytical ability and expertise to achieve the most advantageous results for The County of Granville. This includes taking advantage of existing rate savings opportunities in regulated markets, forecasting to predict future energy costs based on consumption and market trends and identifying unfair or discriminatory rates that can be corrected in rate case interventions.

## 4.2: CONTACT INFORMATION & KEY INDIVIDUALS

*The following individuals will be involved with managing your account:*

### ***Contact Information for person submitting proposal:***

*Kristina Duerr*

6317 Oleander Drive Suite C

Wilmington, NC 28403

[kduerr@utilmanagement.com](mailto:kduerr@utilmanagement.com)

Cell: 910-409-8189

Fax: 910-793-2946

### **PROJECT MANAGER**

**Janessa Goldstein**-Ms. Goldstein, UMS Vice President of Financial Operations and Corporate Counsel, will be fulfilling the role of Project Manager. Ms. Goldstein holds a BS in Business Management from the University of North Carolina at Wilmington and a JD from Charlotte School of Law. She is registered to practice law by the North Carolina State Bar; license# 47764.

Goldstein has over nine years of experience working directly on rate case proceedings, and almost five years' experience as a licensed attorney. She is a two-time recipient of the CALI Excellence for Future Award for Lawyering Processes.

In addition to in-house Corporate Counsel, Ms. Goldstein is the Vice President of Financial Operations at UMS. Goldstein is a registered certified lighting energy professional-IT (CLEP-IT ID# 108348). She has extensive energy related experience and practices law directly related to energy issues. Ms. Goldstein oversees all of UMS' financial operations as well as human resources and benefits administration.

In her nine years of experience with formal commission hearings and rate case interventions, Ms. Goldstein has led the negotiations on several settlement agreements. These settlements have resulted in millions of dollars in cost reductions based on the concession that the advocated industries were effectively subsidizing all other rate payers and should receive a discount instead. She has been employed with UMS since January 2010.

### **Key Account Manager**

**John Tice Jr.**: Mr. Tice, UMS Account Manager, joined UMS in 2018 as an Account Manager. Mr. Tice has experience in working with large businesses and organizations. Prior to UMS, John held experience as an Account Manager for a home health company in Hampton Roads, Virginia. He earned his degree from Edinboro University of Pennsylvania. John will serve as the Key Account Manager for The County of Granville.

### **UMS Analysts**

**Steven Tucker**- Mr. Tucker, UMS Associate Analyst, holds a Bachelor of Science in Computer Science with a concentration in Systems and a minor in Mathematics from the University of North Carolina at Wilmington. Mr. Tucker joined UMS in July 2020.

**James Horne** – Mr. Horne, UMS Senior Analyst, holds a Bachelor of Science in Business Administration with a double concentration in Finance and Economics from the University of North Carolina, Wilmington. Horne is a certified Business Energy Professional-IT (BEP-IT ID# 24) through the Association of Energy Engineers (valid nationwide). Horne has been with UMS since June 2016. Horne’s primary responsibilities at UMS involve auditing incoming contracts for savings potential by switching from one available rate to another. Horne works closely with two other Auditing Analysts, building models of all available rates and riders for various providers. Horne projects future usage based on usage patterns of current and former Customers and provides detailed analyses of savings potential under all available rates.

**Samantha McNaughton**- Ms. McNaughton, UMS Associate Analyst, holds a Bachelor of Science in Mathematics with a concentration in Actuarial Science from the University of North Carolina at Wilmington, as well as a Bachelor of Arts in German Language and Literature from the University of Wisconsin – Stevens Point. Ms. McNaughton joined UMS in May 2021.

**Jessica Hannah**- Ms. Hannah, UMS Senior Analyst, holds a Bachelor of Science in Management with concentrations in Marketing and Finance from Rensselaer Polytechnic Institute in Troy, NY. Hannah is a certified Business Energy Professional (BEP ID# 1161), Certified Energy Auditor (CEA-IT ID# 242), Certified Energy Procurement Professional (CEP ID# 1858) and a Certified Demand Side Manager (CDSM ID #2327) through the Association of Energy Engineers (valid nationwide). Hannah has been with UMS since August 2014. Hannah works as a Billing Analyst in UMS’ invoicing department. Hannah, along with Nicolette Thomas, calculates savings for thousands of UMS Customers every month. Hannah obtains real time usage data for each account UMS is billing, builds rate models using pricing structures, and calculates exact electricity costs for Customers under their former and their current rates.

### ***Clerical Support***

**Vanessa Randazzo**- Ms. Randazzo, UMS Support Specialist, holds an Associate degree in Applied Science in Computer Business Administration from Heald College. Ms. Randazzo’s responsibilities include preparing, receiving, reviewing, and verifying documents and data.

### ***Util Auditors***

**Charles DiPietro**- Mr. DiPietro, VP of telecom audits for Util Auditors LLC., has over 33 years’ experience in the telecommunications industry as a consultant in cost reduction and recovery bill auditing. DiPietro has successfully audited telecom spend for Thomson Reuters, and collected over \$300,000 refunds—lowering their expenses by 33%. DiPietro is has successfully recovered significant savings for the following areas: PBX, CPE, and VoIP design, acquisition and relocation; LAN/WAN design, implementation, installation, optimization; voice and data traffic engineering. He will be responsible for the audit and analysis of the telecommunication account.

## 4.3: Time Frame

The table below shows an approximate schedule of events. Please note that the project schedule is partially dependent upon the timely response from the carriers. We anticipate the audit and implementation phase to be completed in 60 days and savings realized as early as 6 to 8 weeks from contract execution.

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Week 1              | UMS and Util Auditors to receive list of accounts and bill copies for all electrical, natural gas, water/sewer and communication accounts and letter of authorization and/or other necessary documentation signed by appropriate person from The County of Granville.                                                                                                                                                                                                 |
| Weeks 1 through 2   | UMS and Util Auditors to request historical usage and billing information from all electrical, natural gas, water/sewer, and communication carriers.                                                                                                                                                                                                                                                                                                                  |
| Weeks 2 through 3   | UMS and Util Auditors to receive historical usage and billing information directly from carriers via email, carrier website/online portal or by mail.                                                                                                                                                                                                                                                                                                                 |
| Weeks 3 through 5   | UMS and Util Auditors to audit billing data for errors, overcharges and other savings opportunities. UMS and Util Auditors to perform a rate analysis and to also search for consolidation opportunities.                                                                                                                                                                                                                                                             |
| Weeks 5 through 6   | UMS and Util Auditors to correspond with electrical, natural gas and communications carriers to implement rate changes, request refunds or bill consolidations on behalf of The County of Granville.                                                                                                                                                                                                                                                                  |
| Weeks 6 through 8   | UMS and Util Auditors to follow up with electrical, natural gas, water/sewer and communication carriers to ensure that changes are being made as required.                                                                                                                                                                                                                                                                                                            |
| Quarterly (Ongoing) | <p>UMS and Util Auditors will update The County of Granville with all account activity to date and will send quarterly invoices for implemented savings. UMS and Util Auditors will continuously review all accounts to identify new opportunities and accurate billing.</p> <p>UMS invoicing specialists are available to review and explain each calculation with The County of Granville staff member for electrical, natural gas and communications accounts.</p> |



## 4.4: Approach

UMS will perform a comprehensive audit and analysis for The County of Granville to help reduce monthly electric, natural gas, water/sewer, and telecommunications bills to ensure that each account is on the most cost-effective plan for its unique usage.

Our service is a two-part system. Our analysts can go back up to 36 months to review your historical usage data in search of meter-reading errors, billing errors and any other overcharges—where we can get the power provider to directly issue a credit or refund to your account.

The second part of our service involves our analysts looking at how you use your electric on a monthly basis. Using our proprietary software, they build models of every rate and rider combination offered through the power provider. The analysts will then take your usage information and run it through these models to determine if you qualify for a more cost-effective plan; that will save you money moving forward.

If we identify a better rate plan for your business, we will contact the power provider to make the change. After your next full billing cycle, you will see the rate change and reduction on your bill.

Both UMS and Util Auditors understand that the project scope consists of the audit and analysis of historical billing of electrical, natural gas, water/sewer cable, telecom, and sales tax. UMS will fulfill all responsibilities related to electrical, natural gas, and water/sewer. Util Auditors, our subcontractor, will fulfill all responsibilities related to communications. Both UMS and Util Auditors will review tax charges on all accounts.

The audit will include at least the past 36 months of service to identify billing errors that have resulted in overcharges. For any inaccuracies, UMS and/or Util Auditors will secure refunds and credits from the carrier(s) on The County of Granville's behalf. Both firms will also determine the most advantageous changes that will result in future cost-savings for The County of Granville.

To reduce the accounting workload for The County of Granville, UMS and Util Auditors will investigate bill consolidation opportunities, where appropriate, and recommend account disconnection for non-usage accounts.

UMS will prepare a complete report to summarize the audit results for The County of Granville's electrical, natural gas water/sewer and communication's accounts. This report will include a detailed analysis for each account audited. The package will include:

- Bill consolidation opportunities (if applicable)
- Estimated refunds and credits from errors, overcharges and other reductions

-Projected savings from favorable rate and rider changes.

UMS will provide a detailed analysis for all accounts to The County of Granville. Each analysis will communicate the amount of refunds and credits due to The County of Granville. UMS will document all accounts with no savings opportunities.

UMS and Util Auditors will provide correspondence related to savings recovery to service providers due to billing errors and overcharges.

UMS will provide The County of Granville ongoing quarterly reports showing refunds and credits received from errors and overcharges brought to service providers attention from UMS.

## 4.5: Implementation Plan

### **The UMS and Util Auditors Solution**

UMS and Util Auditors' service model minimizes customer disruption and maximizes outcomes—while providing confidence to the customer that our work will produce favorable results.

Little involvement will be needed on the part of The County of Granville and its staff.

### **Our process is outlined below:**

#### **Step 1: Authorizations and Data Acquisitions**

UMS will need an appropriate signature on its data release authorization and service agreement\*, service provider specific Letter of Authorization (LOA) and one recent bill copy for each electric, natural gas, and water/sewer account.

The UMS analysts will provide the LOA to the carrier to obtain a 36-month electronic usage and billing history for each account directly from the carrier and establish procedure for future The County of Granville data acquisition.

For any accounts that the service provider is unable to provide the full billing history, The County of Granville will work with UMS to compile the information. Some carriers have restrictions to the number of users that can access electronic data. In these instances, The County of Granville will share login credentials with UMS to access the usage and billing history data on the carrier's website/portal.

Util Auditors will need an initial data set of bill copies consisting of three recent months for each telecom account, as well as a copy of any existing contracts for service that are in place.

Util Auditors will prepare a “carrier specific” Letter of Agency that will afford them the ability to contact the carrier, referencing the accounts from the invoices received and to request historical usage data and a copy of the contract that the carrier has on file.

*\*If your accounts are listed under the same EIN number, we will only need one authorization form. However, if each account is listed under a different EIN number, we will need an authorization agreement for each location and the corresponding EIN. This will enable our auditing team to retrieve historical billing information directly from your carriers. Some carriers may require a third-party authorization form (TPA) or a letter of authorization (LOA) in addition to UMS’ data release and authorization agreement.*

### **Step 2: Review available billing data**

Once the analysts gather your online historical data, they will review your billing history to identify unusual patterns or anomalies that may indicate billing errors or overcharges.

UMS analysts will apply their knowledge of operational characteristics to build models for all carriers and rate structures pertinent to the accounts included in the audit; using our proprietary software, Ratemaster.

These models will forecast usage and evaluate the anticipated performance of each account under all eligible rates to determine the most cost-effective plan for your unique usage.

The savings resulting from these changes will not require The County of Granville to make any operational changes.

We will also explore other savings measures related to rates, riders and special programs that require active participation from The County of Granville. UMS will communicate with The County of Granville’s key personnel to assess the feasibility of integrating these opportunities into business operations before implementing.

UMS and Util Auditors will also investigate bill consolidation where appropriate; that will reduce the monthly accounting workload for The County of Granville’s account personnel.

### **Step 3: Provide the audit results and obtain any refunds, credits and rate changes**

UMS will prepare an individual analysis for each account with easily interpreted graphs and tables displaying the forecasted usage and demand, current rate costs, proposed rate costs and other account performance information used in the analysis.

UMS will provide correspondence related to savings recovery due to carrier billing errors or overcharges. We will also document accounts with no savings opportunities.

UMS will also prepare a complete report to include the audit results for The County of Granville's electrical natural gas, and water/sewer as well as the results identified by Util Auditors for The County of Granville's telecommunication accounts.

**Step 4: Initiate rate change requests with each carrier and take all necessary steps to obtain refunds, credits and rate changes**

UMS will act as an agent for The County of Granville, taking all necessary actions to obtain refunds, credits and rate changes on The County of Granville's behalf.

Util Auditors will assist with implementation by preparing required paperwork, change order, request letters, etc. to be given to the service carrier to facilitate implementation of savings or request credits.

UMS and Util Auditors will follow up with providers/carriers to ensure that all requested rate and/or other changes are implemented in a timely manner—resulting in savings to The County of Granville as soon as possible.

In some cases, UMS may recommend to delay rate changes to take advantage of seasonal pricing patterns.

Upon receiving confirmation from the carrier, UMS will send The County of Granville an expected first invoice date and ongoing schedule.

**Step 5: Continuously monitor customer accounts to identify new opportunities and ensure accurate billing**

UMS and Util Auditors will continually monitor The County of Granville's accounts to identify new opportunities and ensure accurate billing. Our firms will work as hard monitoring The County of Granville's accounts over the course of the contract term, as we do during our initial audit.

UMS will provide The County of Granville quarterly reports showing the actual savings by month after any changes have been implemented for electrical, natural gas, water/sewer, and telecommunication accounts.

UMS invoices customers ethically and accurately, which sets us apart from our competitors who do not calculate ongoing savings, but instead bill based on projected savings per kWh or fail to include seasonal losses from their savings calculations.

Each savings report is fully verifiable by following published rates and will include the amount The County of Granville would have paid on the old rate as well as the amount paid on the new rate. This will allow The County of Granville to verify the actual savings experienced from the implemented rate changes. The individual savings report data will also be viewable in a master invoicing spreadsheet data table and emailed to The County of Granville with the quarterly invoice.

UMS invoicing specialists are available to review and explain each calculation with The County of Granville's staff member for electrical, natural gas and communications accounts.

## 4.6: SIMILAR PROJECTS

*Three similar projects accomplished over the past five years*

### **Utility Management Services, Inc. (UMS)**

#### ***New Hanover County Schools (NHCS)***

Address: 6410 Carolina Beach Road  
Wilmington, NC 28412

Point of Contact: Valjeanne Estes, Energy Manager

Phone: 910-254-4439

Email: [valjeanne.estes@nhcs.net](mailto:valjeanne.estes@nhcs.net)

*UMS was the prime contractor for this utility bill audit and analysis study.*

New Hanover County Schools (NHCS) is the school system in New Hanover County, NC. In 2002, NHCS partnered with UMS to identify savings and reduce costs with their power provider. At that time, UMS implemented approximately \$287,000 in annual savings—determined through UMS' comprehensive utility bill audit and analysis study.

Due to population growth, facility expansion and the construction of new facilities, NHCS partnered with UMS again in 2018 to review its accounts and ensure that each account was still on the most cost-effective plan—based on its usage. During this study, UMS audited 198 accounts and identified an additional \$117,165 in annual savings opportunities.

#### ***Cleveland County Schools***

Address: 400 W Marion St.  
Shelby, NC 28150

*Point of Contact:* Rob McDaniel, Director of Purchasing

*Phone:* (704) 476-8048

*Email:* [rdmcdaniel@clevelandcountyschools.com](mailto:rdmcdaniel@clevelandcountyschools.com)

*UMS was the prime contractor for this utility bill audit and analysis study.*

Cleveland County Schools is the school system serving Cleveland County, NC. Cleveland County Schools partnered with UMS to review their accounts to help make the most of every budget dollar spent on energy.

The analysts audited and analyzed 188 accounts. During this process, UMS discovered that Cleveland County Schools were on the best available cost structure for most of their accounts but were able to still identify \$8,039 in annually savings.

***Cape Fear Public Utility Authority (CFPUA)***

*Address:* 235 Government Center Drive

Wilmington, NC 28403

*Point of Contact:* Jim Flechtner, Executive Director

*Phone:* 910-332-6625

*Email:* [jim.flechtner.cfpua.org](mailto:jim.flechtner.cfpua.org)

*UMS was the prime contractor for this utility bill audit and analysis study.*

Cape Fear Public Utility Authority (CFPUA) is the public water and sewer authority that serves customers in New Hanover County, NC. CFPUA has 195 electric accounts of various sizes. Water & sewer authorities have unique operating characteristics. They often have hundreds of small pump station accounts along with large accounts for water and wastewater treatment facilities.

UMS studied the unique operating characteristics and usage history for CFPUA to determine how to best project future usage. UMS identified several rate tariffs that required no operational changes as well as rate tariffs that could result in significant savings; provided CFPUA make certain operational changes UMS made recommendations to our customer on how to respond to price signals to maximize savings while removing load from the provider's grid which is mutually beneficial.

UMS worked with engineers and facility managers at CFPUA along with outside generator professionals to obtain quotes for installing exhaust emission controls on our customer's generators to participate in peak shaving during high priced energy hours. UMS identified a total of \$407,102 in annual savings for CFPUA.

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***Hampton Roads Sanitation District (HRSD)***

*UMS and Util Auditors worked on this project together. UMS audited 247 electric accounts and 13 natural gas accounts. Util Auditors audited their telecommunications accounts.*

*Address: 1434 Air Rail Avenue*

*Virginia Beach, VA 23455*

*Point of Contact: Katie Markle, Procurement Specialist*

*UMS identified over \$138,000 in annual savings for our portion of the audit. Util Auditors identified \$120,000 in annual savings for the telecommunications audit.*

**Util Auditors**

***Wright-Hennepin Cooperative Electric Association***

*Address: 6800 Electric Drive*

*Rockford, MN 55373*

*Point of Contact: Tim Sullivan, President & CEO*

*Phone: 763-477-3000*

*Email: [tsullivan@whe.org](mailto:tsullivan@whe.org)*

*Identified over \$33,000 in overcharges and reduced telecommunications bill by \$18,773 annually*

***Nidec Motors Americas***

*Address: 8050 W. Florissant Ave.*

*St. Louis, MO 63136*

*Point of Contact: Dan Winograd, Director of Audit*

*Phone: 314-595-8223*

*Email: [dan.winograd@nidec-motor.com](mailto:dan.winograd@nidec-motor.com)*

*Audited 1,600 bills for 15 facilities across three utility segments—totaling \$10 million; reviewed 36 months of historical billing and identified over \$22,000 in annual savings*

***Silverspot Cinema***

*Address: 201 S Estes Dr #100*

*Chapel Hill, NC 27514*

*Point of Contact: Jim Morales, Chief Financial Officer*

*Phone: 305-600-1173*

*Email: [jmorales@silverspot.net](mailto:jmorales@silverspot.net)*

*Reduced annual cost for wireless services by \$23,296 .*

## 4.7: Cost/fees

### **Contingency-based Shared Savings**

UMS and Util Auditors offer contingency-based services. There are no up-front fees, out-of-pocket expenses or monthly retainers.

If we do not identify and produce savings, there is never a charge for our service. If savings, credits or refunds are realized as a result of our work, our fee is a percentage of the amount saved or recovered during the term of the contract.

Due to this payment model, we are highly motivated to find savings opportunities for our customers and to secure any refunds/credits or rate changes as quickly as possible.

**Please note:** Any new rate structures identified will serve to enhance any “energy-efficiency initiatives” undertaken by The County of Granville. While energy-efficiency initiatives lower energy usage through physical and operational changes, UMS’ efforts are instead focused on lowering the actual cost of each unit of energy (kWh) through rate and billing changes. The work that UMS performs is clearly separate and distinct from any physical and operational energy-efficiency initiative the customer may initiate. Since we are compensated based on actual usage, UMS is not rewarded for actual usage reductions that result from energy-efficiency initiatives.

UMS’ standard contract term and fee structure is for 48 months, with a 50/50 split for verifiable savings, we will reduce our term for The County of Granville to 36 months.

Utility Management Services will receive 50% of any refunds/credits obtained by The County of Granville as a result of the electrical audit.

Utility Management Services will receive 50% of ongoing savings recommendations implemented for the 36 months of actual savings billed quarterly.

### **Fee Summary-Contractual Percentage**

|                                               |                                                             |
|-----------------------------------------------|-------------------------------------------------------------|
| Out-of-pocket / Up-front Fees:                | <b>None</b>                                                 |
| Credits/Refunds from Historical Errors:       | <b>50%</b>                                                  |
| Future Savings from Cost-Saving Initiatives*: | <b>50%</b>                                                  |
| Contract Term:                                | <b>36 months from the effective date of the rate change</b> |

*\*Cost-saving initiatives include alternate rates and/or riders from The County of Granville existing providers, correction of power factor penalties, special contract negotiation, etc.*





## Granville County Administration

---

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** Proclamations, Resolutions and Legislative Matters

---

### **PURPOSE:**

This item on the agenda will be used for the introduction of proclamations, resolutions, or legislative matters. It can also be used for the general discussion of related matters.

### **ACTION TAKEN:**



## Granville County Administration

---

104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** Granville County Citizens Advisory Committee for Environmental Affairs

---

### **PURPOSE:**

To make appointments to the Granville County Citizens Advisory Committee for Environmental Affairs.

### **BACKGROUND:**

Marshall Floyd (District 4) passed away and Chad McHenry (District 5) has resigned. Appointments need to be made to fill the vacancies.

|                        |                          |                                    |
|------------------------|--------------------------|------------------------------------|
| <b>Others serving:</b> | Neil Gresham             | District 1                         |
|                        | Steve Timberlake         | District 2                         |
|                        | Joe Ostby                | District 3                         |
|                        | Mike Wood                | District 7 appointed by District 6 |
|                        | Judy Cheek               | District 7                         |
|                        | David Hinton, Ex-Officio | District 2                         |
|                        | Byron Currin             | Ex-Officio                         |
|                        | Jason Falls              | Staff Representative               |
|                        | Zelodis Jay              | Commissioner                       |

### **ACTION TAKEN:**



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:**  
**Date:** April 12, 2022  
**Title:** Granville Greenways Advisory Council

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### **PURPOSE:**

To make reappointments to the Granville Greenways Advisory Council.

### **BACKGROUND:**

The terms of Commissioner Timothy Karan, Granville County Representative, and Angela Allen, Tourism Development Authority Representative, expire in April.

### **ACTION TAKEN:**



## Granville County Senior Services

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Senior Services  
**Date:** April 12, 2022  
**Title:** Senior Services Advisory Committee

---

### **PURPOSE:**

To make an appointment to the Senior Services Advisory Committee.

### **BACKGROUND:**

Bonnie Breedlove (District 5) passed away. An appointment needs to be made to fill the vacancy on the Committee.

|                        |                          |                           |
|------------------------|--------------------------|---------------------------|
| <b>Others serving:</b> | Rev. Leroy Anderson      | District 1                |
|                        | Bessie Bailey            | District 1                |
|                        | Hattie Jean Overton      | District 2                |
|                        | Kathy Wolford            | District 2                |
|                        | Betty Crews              | District 2                |
|                        | JoAnn Deshane            | District 5 appointed by 3 |
|                        | Laverta Cooper           | District 4                |
|                        | Dorothy Lyon             | District 4                |
|                        | Harriet Morton           | District 4                |
|                        | Richard Lyon             | District 6                |
|                        | Vickie Smoak             | District 7                |
|                        | Commissioner David Smith |                           |

### **ACTION TAKEN:**



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** **County Manager's Report**

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**PURPOSE:**

Any matters as needed by the County Manager.

**ACTION TAKEN:**



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** **County Attorney's Report**

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**PURPOSE:**

Any matters as needed by the County Attorney.

**ACTION TAKEN:**



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** **Presentations by County Board Members**

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### **PURPOSE:**

Board members will make comments.

- Commissioner Jay
- Commissioner Smith
- Commissioner Hinman
- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Chairman Cozart

### **ACTION TAKEN:**



## Granville County

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104 Belle Street  
Oxford, NC 27565  
(919) 693-5240

**To:** Board of Commissioners  
**From:** Debra Weary  
**Department:** Administration  
**Date:** April 12, 2022  
**Title:** **Any Other Matters**

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**PURPOSE:**

Any other matters as needed.

**ACTION TAKEN:**