

The Madison County Board of Commissioners met in regular session on Tuesday, February 7, 2023, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, Interim County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

**Agenda Item 1: Agenda Approval**

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to move Item 2c from the consent agenda to become Item 11d. (Attachment 1.1)

**Agenda Item 2: Consent Agenda**

- a. Tax Refunds and Releases (Attachment 2.1)
- b. Kania Law Firm Tax Foreclosure Update (Attachment 2.2)
- c. Trane HVAC Service Agreements-Item moved to 11d on the agenda
- d. Approval of January 10, 2023 (Special) Meeting Minutes; January 10, 2023 (Regular) Meeting Minutes; January 24, 2023 (Special) Meeting Minutes

Upon motion by Commissioner Wyatt and second by Commissioner Hensley with discussion being had by the Board, the Board voted unanimously to approve the remaining items on the consent agenda.

**Agenda Item 3: Public Comment**

Tony Ponder spoke regarding public comment, County Governmental operations, and publication located in the County. Marjorie Misenheimer spoke regarding the Walnut Community Center. (Attachment 3.1)

**Agenda Item 4: Kate Singogo, Community Action Opportunities**

Ms. Singogo presented and discussed the 2024 Community Services Block Grant application to the Board and answered questions from members of the Board. Information discussed included the background of the agency, information regarding the block grant award, and targets for expenditure of the funding.

**Agenda Item 5: Seth Banks, Courthouse Committee**

Mr. Banks presented a power point and discussed the recommendations of the Courthouse Committee for expenditure of the S.L. 2021-180 Courthouse Funding for renovation of the existing courthouse as well as the recommendation from the Committee for a new courthouse facility and answered questions from members of the Board.

Information discussed included the current recommendations of the Committee for renovations of the current courthouse including new floor covering, paint, mold remediation, construction of a second story emergency egress, retractable ladder affixed to the second floor balcony to be used in the case of emergency, roof and downspout assessments for mitigation of water infiltration as required, and improved burglary and safety alarm systems to mitigate safety concerns with the recommendation that remaining funds from the \$3,800,000.00 allocation be utilized for a new courthouse facility.

Information regarding the allocation of current courthouse facilities fees to the County and expenditure of the fees was also discussed by Mr. Banks. (Agenda Item 5.1)

**Agenda Item 6: Louis Robert, Emergency Management Coordinator, Fire Marshal**

Mr. Roberts discussed the fire protection districts in Marshall and Hot Springs with the Board as well as answered questions from members of the Board.

Information discussed included areas and residents in the districts that are currently being served, taxation of the areas, mapping information, and requirements of the N.C.G.S. for the creation of an additional rural fire protection district as well as requirements for an extension of the current rural fire protection district with Mr. Roberts noting that Fire Chiefs for the Smoky Mountain and Hot Springs Districts are each prepared to pursue and complete the processes as allowable.

**Agenda Item 7: Elizabeth Ayers, Cooperative Extension Director**

Ms. Ayers presented and discussed the request from the North Carolina Cooperative Extension-Madison County Center for a salary increase for the county portion of employee salaries as well as answered questions from members of the Board. She noted that the increase request is for a cost-of-living adjustment in the amount of 3.5% per employee which was granted by the State of North Carolina for the state's salary portion. Additionally, Ms. Ayers noted that as a send in salary county, the Board has the option to choose to match the increase for the county supplied portion of the employee salaries, but that it is not required as the County is not a lock in salary County.

Discussion was had by Ms. Ayers and the Board regarding current salary percentages supplied by each the State and County, respectively for each employee and the total cost of the current request.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to task our Interim County Manager to work with Ms. Ayers and with the Finance Department to look and see where we were at then versus what the request is for now and also see how that applies since this is a mid-year budget request that would have implications there and then bring us back some type of redress or recommendation at the next meeting.

**Agenda Item 8: Donny Laws, County Attorney**

Attorney Laws presented and discussed an update regarding the previous National Opioid Settlement noting that the County was awarded payments over the next eighteen years with funding totaling \$158,000.00 being received thus far. He also discussed potential new lawsuits against additional prescription drug affiliated companies that would be available for consideration of the Board noting that if so desired, would need additional consideration to join the suit by April 18, 2023. Additional information including projected payments and terms were discussed by Attorney Laws who noted that he would present the packet at the regular March 2023 meeting of the Board with Chairman Wechtel requesting that the task be carried out.

**Agenda Item 9: Kary Ledford, Finance Officer**

**a. Budget Amendment #8**

Ms. Ledford presented and discussed Budget Amendment #8 for consideration of the Board and answered questions from members of the Board.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt with discussion being had by the Board, the Board voted unanimously to approve. (Attachment 9.1)

**b. Financial Report**

The January 2023 financial report was presented by Ms. Ledford who answered questions from members of the Board regarding the report. (Attachment 9.2)

**Agenda Item 10: Michael Garrison, Board of Commissioner Vice-Chairman**

Vice-Chairman Garrison discussed the potential creation of a 9-1-1 Advisory Board as the recourse for technical and professional issues within the 9-1-1 dispatch system, as well as the previous advisory board for the department.

Louis Roberts, Emergency Management Coordinator discussed accreditation status of the department with the Board and further discussion was had by the Board regarding the setup of other Counties as well as the previous and current set up of

Madison County's system with Vice-Chairman Garrison noting that such a board could be an advisory board composed of individuals serving in capacities such as police, fire, emergency management, and the Board of Commissioners to discuss items such as technology, infrastructure, and feedback from emergency service entities in the County that are not county agencies like the 9-1-1 department. Additionally, Vice-Chairman Garrison discussed necessities that the advisory board could potentially facilitate across the county, and he requested that the Board of Commissioners entertain to re-initiate or create a 9-1-1 Advisory Board consisting of the Emergency Management Director, 9-1-1 Director, Sheriff's Office, EMS, two people from the Fire Association Board, and one representative from each police department to meet quarterly. Further discussion was had by the Board and Chairman Wechtel requested that the County Manager work on the item to bring back to the March meeting of the Board.

#### **Item 11: Rod Honeycutt, County Manager**

##### **a. County Manager's Update**

Mr. Honeycutt acknowledged the tasks presented before him and directives given from the Board at this meeting.

##### **b. 2023 County Mowing Contract**

Revisions to the 2023 County mowing contract were discussed with the Board by Mr. Honeycutt who also discussed previous provisions from the 2022 mowing contract noting that changes for the current year's contract include an increase in the cost of the contract due to the addition of County owned properties such as solid waste convenience centers and transfer station, the playground at Medical Park Drive, and Blannahasset Island gym. Discussion was had by the Board and Finance Officer Kary Ledford regarding the allocation of funds for expenditure of the contract.

The proposed cost, allowances, and terms of the contract were discussed by members of the Board and Mr. Honeycutt with counsel being provided by Attorney Laws regarding the award of the contract as recommended with Mr. Honeycutt requesting permission to adjust the contract for 2023.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve.

##### **c. County Board Appointments**

Mr. Honeycutt discussed current vacancies in consideration for appointment of County Boards.

Discussion was had by the Board regarding vacancies for the Board of Health. Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to reappoint Dr. Adams to the Board of Health for a three (3) year term. Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to appoint Joey Chandler to replace Andrew Thomas.

Discussion was had by the Board regarding the consideration of appointment of a member of the Board of Commissioners to the Board of Health. Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously that Commissioner Hensley take responsibility if willing to do so.

Upon motion by Vice-Chairman Garrison and second Commissioner Wyatt, the Board voted unanimously that Mary Dixon be appointed to the Library Board of Trustees.

Discussion was had regarding the Smart Start Board. Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to appoint Vice-Chairman Garrison.

Discussion was had regarding the request from the Land of Sky Rural Planning Organization for consideration of appointment of a member of the Board of Commissioners to serve as an alternate member. Upon motion by Commissioner Hensley and second by Commissioner Briggs, the Board voted unanimously to appoint Alan Wyatt.

##### **d. Trane HVAC Service Agreements**

Mr. Honeycutt presented and discussed the Trane HVAC service agreements in consideration of approval for the Sheriff's Office and answered questions from members of the Board. He noted that the contracts would meet the requirements of system maintenance and deficiencies with allowances that Trane would be obligated to check, monitor, and report on deficiencies or immediate needs. Discussion was had by the Board regarding requirements of the HVAC system for State compliance as well as cost and financial allocations for the contracts with counsel being provided by Attorney Laws regarding the form and provisions of the contracts.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve.  
(Attachment 11.4)

**a. County Manager's Update (cont.)**

Commissioner Wyatt discussed the work of the Upper Laurel Community Organization and presented pictures and information regarding work days to supply firewood for heating assistance to those in need noting that over three hundred loads of wood have been delivered this year.

**Agenda Item 10: Adjournment**

Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to adjourn at 8:50 p.m.

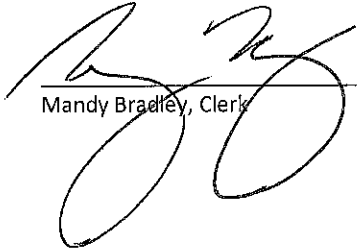
This the 7th day of February 2023.

MADISON COUNTY



Matt Wechtel, Chairman  
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
February 7, 2023

7:00 P.M.

Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Consent Agenda
  - a. Tax Refunds and Releases
  - b. Kania Law Firm Tax Foreclosure Update
  - c. Approval of January 10, 2023 (Special) Meeting Minutes; January 10, 2023 (Regular) Meeting Minutes; January 24, 2023 (Special) Meeting Minutes
3. Public Comment
4. Kate Singogo, Community Action Opportunities  
2024 Community Services Block Grant
5. Seth Banks, Courthouse Committee  
Courthouse Building Maintenance and Repair Recommendations
6. Louis Roberts, Emergency Management Coordinator, Fire Marshal  
Fire Protection Districts
7. Elizabeth Ayers, Cooperative Extension Director  
County Salary Increase Request
8. Donny Laws, County Attorney  
National Opioid Settlement Update
9. Kary Ledford, Finance Officer
  - a. Budget Amendment #8
  - b. Financial Report
10. Michael Garrison, Board of Commissioners Vice-Chairman  
Discussion Regarding Potential Creation of 9-1-1 Advisory Board
11. Rod Honeycutt, Interim County Manager
  - a. County Manager's Update
  - b. 2023 County Mowing Contract
  - c. County Board Appointments
  - d. Trane HVAC Service Agreements
12. Adjournment

NCPTS V4

TR-304 Bill Release Report

Date run: 2/1/2023 9:09:36 AM

Data as of: 1/31/2023 7:10:59 PM

Report Parameters:

Release Date Start: 1/1/2023 Release Date End: 1/31/2023

Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount

Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000002363-2022-2022-0000-00-REG	BALL, MARK M & SHARON D	8/21/2022	Bldg correction	DIANA	1/3/2023	2,109.30	74.13	2,035.17
0000005421-2022-2022-0000-00-REG	HOLT, JIMMY N.	8/21/2022	Landfill error	DIANA	1/23/2023	961.41	180.00	781.41
0000007219-2022-2022-0000-00-REG	WEBB, JOHN RICHARD	8/21/2022	Billing Correction	DIANA	1/9/2023	219.29	4.29	215.00
0000007372-2022-2022-0000-00-REG	BLACK, KEVIN	8/21/2022	Landuse change	APRIL	1/3/2023	1,162.78	154.14	1,008.65
0000010050-2022-2022-0000-00-REG	RICE, RONNIE DALE	8/21/2022	Billing Correction	DIANA	1/9/2023	373.83	7.48	366.35
0000010563-2022-2022-0000-00-REG	NORTH END HOMES, LLC	8/21/2022	Billing Correction	DIANA	1/9/2023	3,485.23	68.31	3,416.92
0000010734-2022-2022-0000-00-REG	BECKER, WILLIAM A.	8/21/2022	Landfill error	DIANA	1/3/2023	1,216.62	180.00	1,036.62
0000011258-2022-2022-0000-00-REG	WEBB, JOHN RICHARD	8/21/2022	Billing Correction	DIANA	1/9/2023	114.62	2.24	112.38
0000012106-2022-2022-0000-00-REG	KELLEY, VICKI	8/21/2022	Landfill error	DIANA	1/3/2023	1,079.66	180.00	899.66
0000013020-2022-2022-0000-00-REG	KINCAID, LORI ELLEN	8/21/2022	Billing Correction	DIANA	1/9/2023	211.22	4.13	207.09
0000015151-2022-2022-0000-00-REG	WEBB, JOHN R.	8/21/2022	Billing Correction	DIANA	1/9/2023	78.33	1.53	76.80
0000016696-2022-2022-0000-00-REG	PROFFITT, GARY	8/21/2022	Sold/Traded	APRIL	1/5/2023	429.92	33.17	396.75
0000016738-2022-2022-0000-00-REG	FRENCH BROAD CONSTRUCTION	8/21/2022	Business closed	APRIL	1/26/2023	15.00	15.00	0.00
0000017750-2022-2022-0000-00-REG	THE NEAR WAY	8/21/2022	Business closed	DIANA	1/4/2023	65.37	65.37	0.00
0000018356-2022-2022-0000-00-REG	BLACK, KEVIN MICHAEL	8/21/2022	Landuse change	DIANA	1/3/2023	1,271.01	160.25	1,110.76
0000019809-2020-2020-0000-00-REG	BROADWAY PROPERTIES 2.0, LLC	9/21/2020	Landfill error	DIANA	1/9/2023	7,431.48	2,880.00	4,551.48
0000019810-2020-2020-0000-00-REG	BROADWAY PROPERTIES 2.0, LLC	9/21/2020	Landfill error	DIANA	1/9/2023	2,830.85	180.00	2,650.85
0000020380-2022-2022-0000-00-REG	BAILEY, CHRIS	8/21/2022	Landfill error	DIANA	1/3/2023	711.26	180.00	531.26
0000567895-2022-2022-0000-00-REG	WILLIS, OPHARD	8/21/2022	ASSESSED IN	APRIL	1/31/2023	10.62	10.62	0.00
0000568206-2022-2022-0000-00-REG	HENSLEY, LOU	8/21/2022	Landfill error	DIANA	1/17/2023	1,668.51	180.00	1,488.51
0000568881-2019-2019-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	8/28/2019	Not in County	APRIL	1/19/2023	35.20	35.20	0.00
0000568881-2020-2020-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	9/21/2020	Homesite	APRIL	1/11/2023	29.50	29.50	0.00

0000568881-2021-2021-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	9/15/2021	Homesite	APRIL	1/11/2023	32.45	32.45	0.00
0000568881-2022-2022-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	8/21/2022	Homesite	APRIL	1/11/2023	32.45	32.45	0.00
0000571475-2021-2021-0000-00-REG	ROBINSON, LARRY M	9/15/2021	Sold/Traded	MOLLY	1/17/2023	6.49	6.49	0.00
0000571475-2022-2022-0000-00-REG	ROBINSON, LARRY M	8/21/2022	Sold/Traded	MOLLY	1/17/2023	6.49	6.49	0.00
0000573477-2022-2022-0000-00-REG	RAMSEY, GARRETT H.	8/21/2022	Landfill error	DIANA	1/3/2023	1,084.81	180.00	904.81
0000573939-2022-2022-0000-00-REG	WOLF LAUREL PROPERTY OWNERS	8/21/2022	Landfill error	DIANA	1/3/2023	720.00	360.00	360.00
0000574364-2022-2022-0000-00-REG	SCHERMER, BRANDON A.	8/21/2022	Billing Correction	DIANA	1/9/2023	311.25	6.11	305.14
0000574365-2022-2022-0000-00-REG	SCHERMER, BRANDON A.	8/21/2022	Billing Correction	DIANA	1/9/2023	354.30	6.94	347.36
<b>Subtotal</b>							<b>5,256.29</b>	
<b>Total</b>							<b>5,256.29</b>	

Tax Year	Bill Number	Parcel #	Adjustment Reason	Refund Recipient Name	Refund Amount (\$)	MADISON Portion Refund (\$)	Special District Refund (\$)	Fire District	Fire Refund (\$)
<b>MADISON Refunds</b>									
2022	0000016696-2022-2022-0000-00		Sold/Traded	PROFFITT, GARY	38.93	38.93	0.00		0.00
2022	0000016696-2022-2022-0000-00		Sold/Traded	PROFFITT, GARY	7.01	0.00	0.00	EBBS CHAPEL FD	7.01
2022	0000571599-2022-2022-0000-00		Sold/Traded	THOMAS, EVARICK JACKSON	55.00	55.00	0.00		0.00
2022	0000571599-2022-2022-0000-00		Sold/Traded	THOMAS, EVARICK JACKSON	3.30	0.00	0.00	LAUREL FD	3.30
2021	0000567895-2021-2021-0000-00	16082	Assessed In Err	WILLIS, OPHARD	9.00	9.00	0.00		0.00
2021	0000567895-2021-2021-0000-00	16082	Assessed In Err	WILLIS, OPHARD	1.62	0.00	0.00	EBBS CHAPEL FD	1.62
2020	0000567895-2020-2020-0000-00	16082	Assessed In Err	WILLIS, OPHARD	9.00	9.00	0.00		0.00
2020	0000567895-2020-2020-0000-00	16082	Assessed In Err	WILLIS, OPHARD	1.62	0.00	0.00	EBBS CHAPEL FD	1.62
<b>Subtotal</b>					<b>125.48</b>	<b>111.93</b>	<b>0.00</b>		<b>13.55</b>

Authorization

\_\_\_\_\_ Date: 2/1/2023





## Tax Department

Diana Norton  
Interim Tax Administrator

**Date:** February 1, 2023  
**To:** Board of Commissioners  
**From (Department):** Tax Department  
**Presenter: (Name):** Diana Norton  
**Re:** Kania Law Firm Update

Due to time there will not be an update this month. I will give a full report in March.

**Attached Document:**

**Recommended Action:** None



# Madison County Commissioners Meeting

## Public Comment

February 7, 2023

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

Name

Signature

- 1.
- 2.
- 3.
- 4.
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- 18.
- 19.
- 20.

~~Cindy Daudson~~  
TONY POWDER

Tony Powder

Margery Misenheimer, Walnut Comm. Center Margy Misenheimer

# MADISON COUNTY COURTHOUSE COMMITTEE

Recommendations for  
Renovations to the Historic  
Courthouse



# PRIMARY RECOMMENDATIONS

- The recommendations that were made during the December 13<sup>th</sup> Commission Meeting are the priority for the Committee.
- “Based on our investigation into the state of the current facility and after consult with numerous experts, it is the recommendation of this Committee that the County proceed immediately with planning and construction of a new courthouse facility for the benefit of the citizens of Madison County. Further, it is the belief of this Committee that it be seen to completion within five years.”



# SECONDARY RECOMMENDATIONS

- Provided pursuant to the additional charge that the Commission gave to the Committee.
- All of the recommendations relate to immediate health and safety concerns for the citizens of Madison County and for those who work in the building.
- While some of these issues were well known prior to the engagement of the architect, it is important to note that each item that we have listed is based on health and safety concerns that were highlighted in the report from Lord Aeck Sargent.



# THE PROCESS OF THE COMMITTEE

- While the recommendations are derived from the section of the Lord Aeck Sargent report entitled “Essential Scope,” the Committee endeavored to cut the proposal down to what we believed are the most important and essential items.
- After Ms. Gravel presented her report to the Committee, the committee requested that the essential scope be narrowed.
- Additionally, the Committee told the architect that the ceiling for expenditures on renovations should be no more than \$500,000.00
- With this information Ms. Gravel delivered an amended report to the Committee in January, complete with cost estimates.
- The Committee then further narrowed Ms. Gravel’s recommendations to the items that stakeholders believed were essential.



# SECONDARY RECOMMENDATIONS

- New flooring and interior paint.
- Mold Remediation
- Construct an exterior metal stair and door on the second floor for emergency egress from the building.
- Provide a retractable ladder that would be accessible from the balcony for emergency egress. Proposal would need to be cleared with the fire marshal prior to implementation.
- Assess roofing, downspouts, and guttering to determine whether there is active water infiltration. Provide any mitigation that is required.
- Improved fire and burglary alarm systems that could be more easily monitored.



# COSTS AND POSSIBLE FUNDING

- Total estimated cost for recommendation from the Committee = \$253,687.00.
- The architect also recommended adding 28% for escalation, market, and construction contingencies.
- This estimate excludes any recommended roof related repairs and those for the upgrade to the current alarm system.
- Potential funding sources:
  - The County could utilize part of the \$3.8 million that the General Assembly has previously allocated
  - Another potential source are the facility funds that are required to be used for the upkeep of court and related facilities under N.C.G.S. GS 7A-304(a)(2)
  - During the last six months of FY 2022, the Clerk of Court's records indicate that \$38,429.15 in facilities and jail fees were remitted to the county.





# MADISON COUNTY COURTHOUSE COMMITTEE

Thank you for your continued  
commitment to serving the  
people of Madison County



**Madison County  
Board of Commissioners**

**Budget Amendment #8  
February 7, 2023**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Tax Collection</b>			
2018 Ad Valorem Taxes	10.3100.2018		\$ 8,000.00
2019 Ad Valorem Taxes	10.3100.2019		\$ 10,000.00
Attorney/ Foreclosure Fee	10.3100.7000		\$ 65.00
Foreclosure Fees	10.4140.1995	\$ 65.00	
to adjust to actual			
<b>Health Dept</b>			
Medical Professional Services	10.5110.1930	\$ 16,500.00	
Medicare Adult Health	10.3513.3563		\$ 500.00
Medicare Immunization Ins.	10.3513.3564		\$ 3,000.00
Medicare Immunization	10.3513.3520		\$ 3,000.00
Communicable Disease	10.3513.3621		\$ 10,000.00
MHAT Grant	10.3513.7040		\$ 62,500.00
MHAT Grant Salaries	10.5215.1210	\$ 26,835.00	
MHAT Grant FICA	10.5215.1810	\$ 2,053.00	
MHAT Grant Retirement	10.5215.1820	\$ 3,266.00	
MHAT Grant Health Insurance	10.5215.1830	\$ 5,292.00	
MHAT Grant Unemployment	10.5215.1850	\$ 57.00	
MHAT Grant Workers Comp	10.5215.1860	\$ 269.00	
MHAT Grant Life Insurance	10.5215.1890	\$ 39.00	
MHAT Grant	10.5215.7040	\$ 24,689.00	
Record additional revenue for programs/ Grant at Health Department			
<b>Maintenance</b>			
Salaries	10.4261.1210		\$ 25,823.00
Fica	10.4261.1810		\$ 2,309.00
Retirement	10.4261.1820		\$ 3,142.00
Unemployment Insurance	10.4261.1850		\$ 1,565.00
Capital Maintenance	10.4261.5900		\$ 45,000.00
Professional Services	10.4261.1990	\$ 20,276.00	
Building Maintenance	10.4261.3510	\$ 73,267.00	
Heating Oil	10.4261.3320	\$ 2,000.00	
Motor Fuels	10.4261.2510	\$ 5,000.00	
Using lapsed salaries to increase funds for gas, operating, and service agreement			

**Library**

Friends of Library	10.3611.4420		\$	3,186.00
Capital Equipment	10.6110.5100	\$	2,686.00	
Books	10.6110.5610	\$	500.00	
Donations				

**Transportation**

Medicaid	10.3452.5310		\$	49,416.69
Tires and Tubes	10.4522.2520	\$	22,500.00	
Repairs & Maintenance Vehicle	10.4522.3530	\$	22,500.00	
Travel Subsistence	10.4522.3120	\$	2,416.69	
License, tags and fees	10.4522.2540	\$	2,000.00	
Received additional funds				

**Sheriff's Office**

Covid 19 Confinement Support	10.4310.4980	\$	76,352.27	
Covid 19 Confinement Support	10.3431.4980		\$	76,352.27
Outreach	10.3431.2900		\$	7,415.00
Outreach	10.4310.4800	\$	7,415.00	
Over time Salary	10.4310.1300		\$	3,221.54
Salaries	10.4310.1210	\$	3,221.54	
Moving from budgeted overtime to salary line, record grant funding				

**Developmental Services**

Cell Tower Fees	10.3435.4140		\$	4,040.00
Inspection Fees	10.3435.4100		\$	10,415.00
adjust to actual				

**Parks and Recreation**

NC Senior Games	10.3770.3370		\$	300.00
Wellness Center	10.6130.1995	\$	300.00	
Record revenue				

**Governing Body**

Surplus Property	10.3836.1800		\$	240.00
record forfeiture of bid deposit				

**Courthouse Grant Project Ordinance**

Interest	34.3831.4910		\$	3,199.52
Rent	34.5211.2711	\$	3,199.52	
Recording of interest				

**Opioid Settlement Fund**

Opioid Funds	37.3836.7000		\$	10,050.70
Professional Services	37.6500.1990	\$	10,050.70	
Recording additional funds (Mallinckrodt)				

**Sales Tax**

1/4 cent sales tax 10.3232.3115 \$52,432.71

**Education/Schools**

1/4 cent sales tax 10.5911.7200 \$52,432.71

**Contingency**

10.7000.0000 \$ 9,991.00

We are at 58.33% of the FY23 budget.

Bank balances at January 31, 2023 are as follows:

	Unrestricted	Restricted
General Fund	\$ 5,147,997.10	
Debt Service Fund	\$ 48,558.04	
Capital Outlay Fund	\$ 326,252.65	
Capital Management	\$ 18,080,365.97	
Occupancy Tax Fund		\$ 78,551.87
Revaluation Fund		\$ 824,405.29
Tourism Development		\$ 1,798,897.81
Automation Fund		\$ 153,704.75
Drug Seizure Fund		\$ 6,363.35
Inmate Trust Fund		\$ 27,915.13
Soil & Water Conservation		\$ 57,790.66
Oploid Settlement		\$ 198,527.07
Courthouse SCIF Grant GPO		\$ 3,795,758.87
Arpa Cash Management Fund		\$ 3,710,105.21
Total of All Accounts:	\$ 23,603,173.76	\$ 10,652,020.01
New Jail Loan	\$ -	(Due in February)
School Debt Service	\$ -	(Due in February)
40-42 Set Aside for Schools	\$ (1,305,509.10)	
Unspent Grant/Restricted Proceeds	\$ (767,625.28)	
Adoption Promotion Fund	\$ (102,844.87)	
Encumbered Amounts	\$ (3,068,368.50)	
911 Funds	\$ (508,923.78)	
Goldenleaf Funds	\$ (90,000.00)	
Arpa Funds	\$ (2,162,827.00)	
Total assigned and restricted Bank	\$ (8,006,098.53)	
	General	Landfill
Unassigned and Unrestricted total	\$ 4,945,055.22	\$ 896,047.26

SUMMARIES:

Percentage of budget at January 31, 2023 is:

All Funds:		YTD	
Revenues	\$ 3,308,130.90	\$	24,166,779.57
Expenditures	\$ 3,079,270.07	\$	16,185,781.64

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Revenues to Date:	\$ 2,967,533.63	\$ 21,665,662.47		69.26	\$ 21,991,342.13
Expenditures to Date:	\$ 2,888,385.70	\$ 14,711,652.06	\$ 2,654,700.50	48.05	\$ 13,716,467.89
Gain/Loss to Date:	\$ 79,147.93	\$ 6,954,010.41			\$ 703,400.12

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Revenues to Date:	\$ 338,311.99	\$ 2,432,613.11		96.36	\$ 2,356,543.59
Expenditures to Date:	\$ 188,599.09	\$ 1,371,380.35	\$ 413,668.00	54.32	\$ 1,159,989.95
Gain/Loss to Date:	\$ 149,712.90	\$ 1,061,232.76			

Contingency

911 Emergency Telephone Service	MTD	YTD		% OF BUDGET	Year to Date 12/21
Revenues	\$ 9,462.02	\$ 68,503.99		55.47	\$ 82,576.15
Expenditures	\$ 2,285.28	\$ 102,749.23		40.98	\$ 61,389.87
Gain/Loss	\$ 7,176.74	\$ (34,245.24)			\$ 21,186.28

Contingency \$-

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 12/21
Vehicle Tax	\$ 83,644.63	\$ 704,284.63	62.67	\$ 541,818.29
Overages/Underages				
Ad Valorem Tax Interest	\$ 23,038.38	\$ 168,894.95	112.60	\$ 107,005.40
Late Listing Fee	\$ 3,261.96	\$ 16,006.32	106.71	\$ 14,709.93
Legal Fees				
2011 Ad Valorem Tax		\$ 2,747.46	109.30	\$ 1,043.55
2012 Ad Valorem Tax	\$ 261.00	\$ 5,584.03	93.07	\$ 4,732.77
2013 Ad Valorem Tax	\$ 699.29	\$ 6,739.24	82.24	\$ 6,982.34
2014 Ad Valorem Tax	\$ 1,138.60	\$ 8,255.03	104.44	\$ 6,392.31
2015 Ad Valorem Tax	\$ 1,138.60	\$ 9,436.07	104.85	\$ 6,762.29
2016 Ad Valorem Tax	\$ 1,276.97	\$ 14,301.07	112.78	\$ 12,379.92
2017 Ad Valorem Tax	\$ 1,527.56	\$ 24,057.77	109.35	\$ 25,855.82
2018 Ad Valorem Tax	\$ 3,654.46	\$ 41,233.50	119.86	\$ 35,164.02
2019 Ad Valorem Tax	\$ 3,318.42	\$ 54,512.47	83.87	\$ 62,477.98
2020 Ad Valorem	\$ 6,496.87	\$ 77,408.36	77.41	\$ 164,112.59
2021 Ad Valorem	\$ 21,778.27	\$ 159,807.97	84.11	\$ 11,359,352.30
2022 Ad Valorem	\$ 1,484,635.82	\$ 11,651,810.76	93.62	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	\$ 7.50	\$ 267.50		\$ 391.50
Tax Office Copies				
Returned Check	\$ 517.08	\$ 2,227.92		\$ 25.00
Refunds/Overpayment of Taxes		\$ 17,526.08		
Contra: Returned Check				
Sale of Foreclosed Property		\$ 2,777.00		
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 591,091.58	\$ 3,064,488.66	58.35	\$ 2,100,964.73
Gas Tax Refund/State	\$ 2,467.47	\$ 11,066.84	44.27	\$ 7,034.44
Payment In Lieu of Taxes		\$ 6,141.85	122.84	
Forest Service Timber Sales				
Clerk of Court	\$ 146.41	\$ 32,833.19	45.60	\$ 39,451.25
Board of Elections				
Register of Deeds	\$ 37,314.45	\$ 299,152.90	73.68	\$ 396,477.15
Sheriff's Department	\$ 226,703.90	\$ 1,064,872.59	54.98	\$ 770,811.52
Emergency Management		\$ 20,625.00	97.95	\$ 21,496.05
Inspections	\$ 15,538.04	\$ 208,686.95	111.07	\$ 155,491.68
Animal Control	\$ 380.00	\$ 6,366.33	34.41	\$ 25,096.00
Transportation	\$ 41,564.94	\$ 271,043.04	56.89	\$ 199,878.22
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$ 9,235.00	\$ 347,056.32	34.27	\$ 231,650.00

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 12/21
Health Department	\$ 175,144.01	\$ 1,253,865.05	48.82	\$ 1,731,423.72
Medicaid Hold Harmless Tax		\$ 20,440.87		\$ 86,912.75
Social Services	\$ 66,536.20	\$ 957,131.40	37.68	\$ 1,052,793.42
AFDC				
Foster Care	\$ 45,291.07	\$ 136,175.71	19.66	\$ 208,313.04
Medicaid				\$ 370.00
Adoption		\$ 1,500.00	0.73	\$ 1,500.00
Child Support Enforcement	\$ 2,316.23	\$ 36,675.11	35.65	\$ 41,571.86
In Home Aldes	\$ 4,910.39	\$ 22,298.42	28.96	\$ 29,540.55
Beech Glen Center	\$ 338.00	\$ 5,110.00	102.20	\$ 4,070.00
Nutrition	\$ 15,472.74	\$ 78,599.04	42.22	\$ 80,685.94
State Lottery Funds/Education				
Library	\$ 10,818.00	\$ 135,515.88	70.96	\$ 57,688.32
Parks & Recreation	\$ 4,400.00	\$ 6,250.00	51.82	\$ 64,831.00
Interest Earned	\$ 63,539.09	\$ 281,496.43	271.96	\$ 1,121.46
Rent of County Property	\$ 3,327.50	\$ 26,292.50	40.00	\$ 31,952.50
Finance/Other	\$ 6,794.51	\$ 14,732.76	73.66	\$ 15,194.54
Miscellaneous Income	\$ 240.00	\$ 72,565.24	103.75	\$ 2,185,991.93
Fund Transfer In				
Totals	\$ 2,967,533.63	\$ 21,665,662.47	69.26	\$ 21,991,342.13

#### GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Governing Body	\$ 5,090.84	\$ 82,352.23		37.80	\$ 63,083.62
Finance Office	\$ 67,951.08	\$ 374,453.57		45.98	\$ 301,724.14
Tax Collector	\$ 25,462.38	\$ 144,724.25		44.92	\$ 181,596.63
Tax Supervisor	\$ 15,573.10	\$ 107,766.09		41.53	\$ 131,209.28
Land Records	\$ 6,314.39	\$ 45,835.78		46.78	\$ 46,889.11
Professional Services		\$ 21,600.00		33.23	\$ 19,725.00
Court Facilities	\$ 262.50	\$ 6,329.90		16.20	\$ 15,494.47
Board of Elections	\$ 10,458.01	\$ 158,762.27		45.44	\$ 115,365.96
Register of Deeds	\$ 30,448.13	\$ 210,812.08	\$ 6,808.50	60.26	\$ 238,605.18
Register of Deeds- Automation		\$ 1,339.23	\$ 1,000.00	133.92	\$ 11,979.98
Custodial	\$ 5,476.36	\$ 47,659.57		50.91	\$ 40,843.60
Maintenance	\$ 27,903.48	\$ 353,739.49	\$ 22,376.00	31.26	\$ 217,906.98
Sheriff's Department	\$ 328,451.62	\$ 2,421,058.77	\$ 8,602.00	51.58	\$ 2,465,632.78
Emergency Management	\$ 6,887.35	\$ 67,069.45	\$ 1,127.00	44.58	\$ 71,582.49
911 Dispatchers	\$ 52,637.97	\$ 454,461.92	\$ 4,380.00	58.62	\$ 380,650.07
Fire Contract/Forest Service		\$ 23,016.24		21.82	\$ 19,104.66
Inspections	\$ 23,652.81	\$ 205,800.20		44.29	\$ 176,070.00
Economic Development	\$ 8,132.36	\$ 65,123.85		24.78	\$ 360,852.26
Medical Examiner	\$ 2,550.00	\$ 6,900.00		55.20	\$ 7,850.00
Ambulance Service Contract	\$ 142,916.67	\$ 1,000,416.70	\$ 715,000.00	58.08	\$ 1,000,416.70
Animal Control	\$ 16,546.54	\$ 164,299.18	\$ 36,176.00	41.70	\$ 163,650.52
Transportation - Admin	\$ 10,406.70	\$ 73,638.00		57.46	\$ 70,753.00



LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET Year to Date 12/21		
Transfer From Fund Balance					
Landfill Miscellaneous Fees	\$ 19.00	\$ 19.00			
Returned Check Fees					
Surplus Property Proceeds					
State Tire Disposal Fee		\$ 9,550.45	49.00		
Local Tire Disposal Fee		\$ 10,158.00	56.43	\$ 8,868.02	
White Goods Tax		\$ 555.20	219.96	\$ 4,263.00	
Sale of White Goods	\$ 885.50	\$ 8,952.90	49.74	\$ 28,089.70	
Household Hazardous Waste		\$ 681.00	48.64		
Temporary Disposal Cards	\$ 9,005.90	\$ 39,891.25	124.66	\$ 36,017.82	
Duplicate Disposal Cards	\$ 965.00	\$ 21,966.23	78.45	\$ 86,935.35	
Landfill Disposal Cost Fees	\$ 11,733.95	\$ 86,126.89	68.90	\$ 100,741.91	
Landfill Sale of Recyclables	\$ 2,333.76	\$ 35,574.24	84.70	\$ 61,110.43	
Nuisance Tires					
Disposal Cards	\$ 308,892.95	\$ 2,189,860.20	99.35	\$ 1,989,572.31	
Construction Demolition	\$ 3,976.45	\$ 31,467.03	92.81	\$ 22,539.89	
Solid Waste Disposal Distribution		\$ 4,518.54	45.19		
Grant/State					
Electronics Management		\$ 643.00	9.34		
Electronics (County)					
Interest					
Totals	\$ 338,311.99	\$ 2,432,613.11	96.36	\$ 2,356,543.59	

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET Year to Date 12/21		
Landfill	\$ 166,343.71	\$ 1,220,731.19	\$ 402,507.00	54.94	\$ 1,030,258.81	
Recycling	\$ 20,162.16	\$ 134,456.18	\$ 1,347.00	49.83	\$ 110,850.46	
Scrap Tires	\$ 2,093.22	\$ 16,192.98	\$ 9,814.00	61.11	\$ 18,880.68	
White Goods						
Closure/Post Closure						
Totals	\$ 188,599.09	\$ 1,371,380.35	\$ 413,668.00	54.32	\$ 1,159,989.95	



**TRANE CONTROL SUPPORT  
AGREEMENT**

**Trane Office**

Trane U.S. Inc.  
412 Fairforest Way  
Greenville, SC 29607-4609

**Trane Representative**

Jim Norton  
Cell: (864) 351-8958  
Office: (864) 672-6000

**Proposal ID**

3229961

**Company Name**

Madison County Sheriff's Office  
348 Medical Park Dr  
Marshall, NC 28753  
Jesse Roberts

**Site Address**

Madison Co Law Enforcement Ctr  
348 Medical Park  
Marshall, NC 28753

January 19, 2023



## Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent\* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

### THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP\* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

\*Source: FEMP O&M Guide 2010

#### REMOTE SUPPORT

Provide Remote Support time for addressing site issues, answer questions and support customer needs.

#### BUILDING PERFORMANCE

Based on our ongoing analysis of equipment data, within the context of your building systems, Trane consults with you on ways to improve your building's performance. We will prioritize actions and tell you how to pursue them.

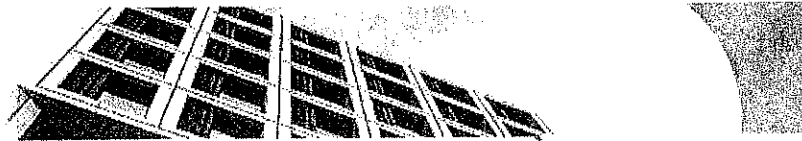
#### BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

#### MORE RECOMMENDATIONS

The following services will help us meet your business objectives even more effectively.

- Remote Service Tech Monitoring (RST)
- Building Performance Package (BP)



## VALUE ADDED SERVICES

### YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Building Advantage team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.



**Controls Account Manager**  
 Jim Norton  
 (864)351-8958  
[Jim.Norton@Trane.com](mailto:Jim.Norton@Trane.com)



**Account Engineer**  
 Steven Reece  
 Darryl Straw  
[Steven.Reece@Trane.com](mailto:Steven.Reece@Trane.com)  
[DStraw@Trane.com](mailto:DStraw@Trane.com)



**Remote Support Technician**  
 Chris Higgins

### FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

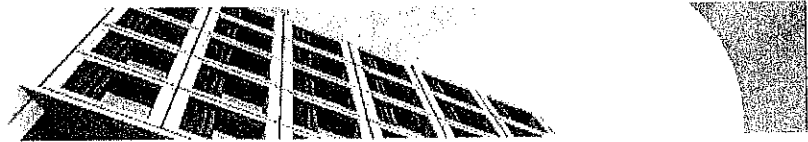


## BAS SCOPE OF SERVICES

Building Automation System			
BAS COMPONENT NAME	BUILDING	QUANTITY PER TERM	
Up Front Conversations	Madison County	2	
Software Update		2	
Operator Coaching and User Support		2	
Alarm Log Review		2	
Schedule Review		2	
Graphics Review		2	
Override Review		2	
BAS System Performance and Evaluation		2	
Critical Sensor Health Check		2	
Technician Customer Review		2	
Sequence of Operation Review		2	
Airside Optimization Identification		2	

## PREMIUM SUPPORT SCOPE OF SERVICES

Building Automation System		
BAS COMPONENT NAME	BUILDING	QUANTITY PER TERM
	Madison County	
Monthly Touchpoints		10
Remote Support		Unlimited
Smoke Evacuation Testing		1



## PRICING AND ACCEPTANCE

Jesse Roberts  
 Madison County Sheriff's Office  
 348 Medical Park Dr  
 Marshall, NC 28753 U.S.A.

Site Address:  
 Madison Co Law Enforcement Ctr  
 348 Medical Park  
 Marshall, NC 28753  
 United States

### Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	14,865.60	3,716.40	Annual
Year 2	14,865.60	3,716.40	Annual
Year 3	14,865.60	3,716.40	Annual
Year 4	14,865.60	3,716.40	Annual
Year 5	14,865.60	3,716.40	Annual

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **446.00 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Term

The Initial Term of this Service Agreement is 5 years, beginning **March 1, 2023** and expiring **February 28, 2028**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on May 31, 2027, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date



set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 412 Fairforest Way Greenville, SC 29607-4609.

### **Renewal Pricing Adjustment**

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

### **Cancellation by Customer Prior to Services; Refund**

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

### **Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.


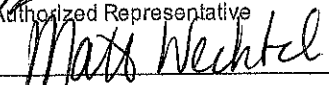
### **COVID-19 National Emergency Clause**

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).



CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
	<hr/>
Authorized Representative 	Submitted By: Jim Norton
Printed Name Matt Wechtel	Proposal Date: January 19, 2023
Chairman	Cell: (864) 351-8958
Title	Office: (864) 672-6000
Title	License Number:
Title	<hr/> Authorized Representative
Purchase Order	<hr/> Title
2/7/23	<hr/> Signature Date
Acceptance Date	<hr/>

**COVID-19 National Emergency Clause**

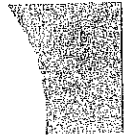
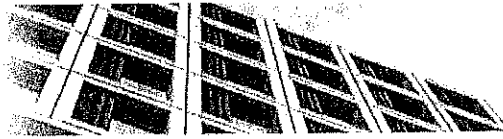
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1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.





**TRANE®**



## **SMOKE EVACUATION SYSTEM**

### **Smoke Evacuation System Testing**

**NOTE: REPRESENTATIVE FROM FIRE CONTROL SYSTEM WILL BE REQUIRED TO BE ONSITE FOR A PORTION OF THIS TESTING.**

1. Smoke Evacuation Fans, Dampers and Controls (Qty. 17)
  - a. Visually inspect operation of Control Fans
  - b. Verify fan status feedback point
  - c. Visually inspect damper operation
  - d. Confirm damper open and damper closed feedback point
  
2. Test the Auto Operation of entire system, 1 Zone at a time (Qty. 17) as shown below

Juvenile Day room 287

Female Dayroom 214

Male Dayroom 215

Male Dayroom 229

Kitchen 170

Booking 146

Corridor 171

Laundry 176

Medical 135

Corridor 185

Corridor 191

Group Holding 142

Group Holding 144

HC Cell 255

Cell 256

Cell 253

Cell 254

3. Reporting
  - a. Provide detailed report on every device operation in the Smoke Evacuation System
  - b. Provide detailed report on any issues identified during inspection
  - c. Present results with customer at meeting at the end of testing



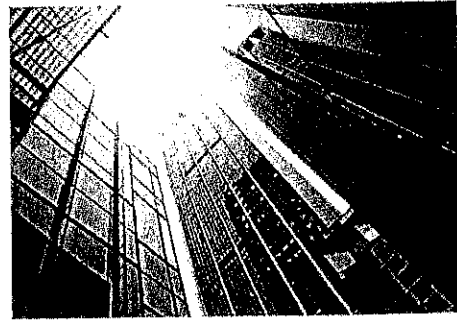
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## EXTENDED IS SCOPE OF SERVICES

### REMOTE SERVICE TECHNICIAN

Trane has a Senior Automation Technician stationed at the Greenville Office to respond to the needs of our customers during business hours. They can remote in to your system and provide technical support or modify setpoints and save the customer a truck roll.



#### Advantages:

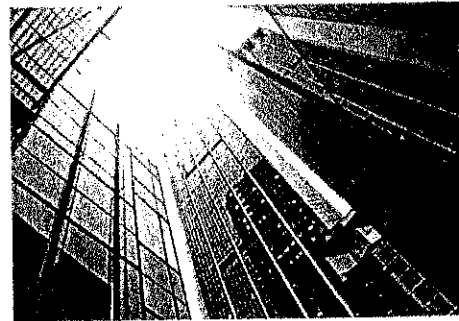
- Get immediate help
- Reduce cost of service call for a small adjustment or evaluation of an issue
- Utilize your control system for its convenience and remote access capabilities

#### Implementation:

- If you have an issues that requires a technician, call in the service call and ask for the Remote Service Technician to review the issue before sending a truck
- This agreement has (6) Eight remote support in 30 minute increments, if issue is greater than a 30 minute response, the call will be deemed billable for the standard hourly rates.

### REMOTE DIGITAL INSPECTION

Trane has a Senior Automation Technician stationed at the Greenville Office to respond to the needs of our customers during business hours. They can remote in to your system and provide technical support or modify setpoints and save the customer a truck roll.



#### Inspection Scope:

- Review Analytic Exceptions on the Trane Analytics Platform
- Evaluate analytic exceptions that are excessive and identify/report issue to customer
- Evaluate current alarm and event log for excessive issues
- Communicate to customer on status of building system and to see if they are having any additional issues



## BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

### UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



#### Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

#### Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

### SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

#### Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

#### Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features



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## OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

### Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



### Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices

## ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

### Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
  - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

### Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 per year as stated in the Agreement



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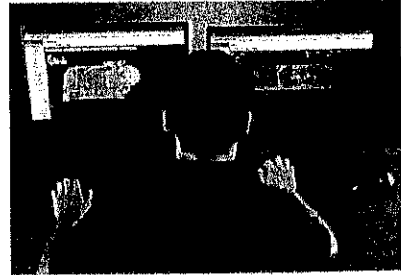


## SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

### Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
  - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



### Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

## GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

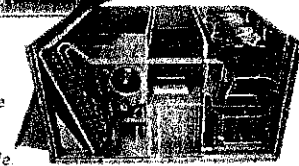
### Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



### Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



*Graphics shown are representational only, review does not include upgrade.*



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## OVERRIDE REVIEW

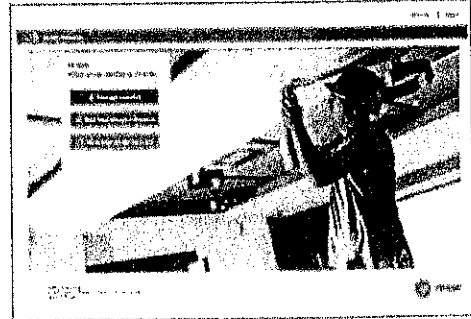
Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

### Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

### Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

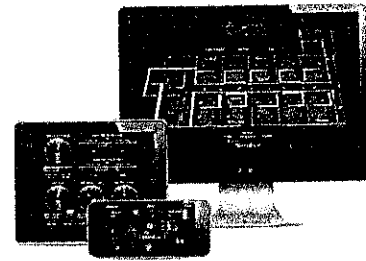


## BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

### Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
  - Determine where a communication failure has occurred, and how to resolve it



### Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



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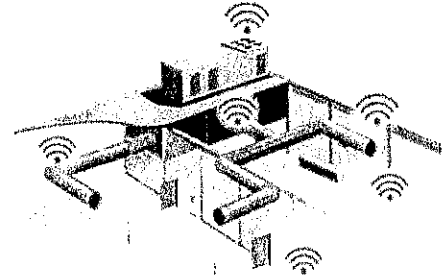


## CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

### Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
- For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



### Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

## TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

### Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

### Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



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## AIRSIDE OPTIMIZATION IDENTIFICATION

Airside Optimization Identification validates that airside systems are operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

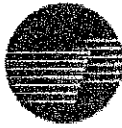
### Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

### Implementation:

- Set up and review reset schedule and setpoint trends
- Review VAS/area setup and discuss abnormalities
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications





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## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc.,

- 1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising



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from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; Insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

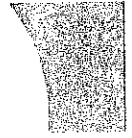
20. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The Individual signing on behalf of Customer warrants and represents that such Individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)  
Supersedes 1-26.130-7 (0720)



**TRANE**



**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TRANE  
COUNTY DEPARTMENT: Maintenance  
SUBJECT OF CONTRACT: Jail HVAC  
DATE/TERM OF CONTRACT: 2/7/23 Acceptance

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

**Acceleration Clause.** To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**Indemnity, Hold Harmless, Assumption of Risk.** To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

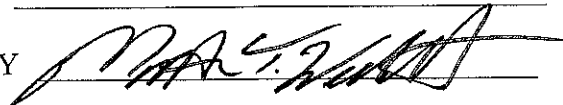
**Default and Remedies.** To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

**Compliance with E-Verify requirements.** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: \_\_\_\_\_

Title: \_\_\_\_\_

For MADISON COUNTY



Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Leaford  
Madison County Finance Officer



## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc.  
168 Sweeten Creek Rd.  
Asheville, NC 28803

**Trane Representative**

Matt Ballenger  
Cell: (864) 640-6369  
Office: (828) 210-2607

**Proposal ID**

3229961

**Company Name**

Madison County NC Government  
2 North Main Street  
Marshall, NC 28753  
Jesse Roberts

**Site Address:**

Madison Co Law Enforcement Ctr  
348 Medical Park  
Marshall, NC 28753  
United States

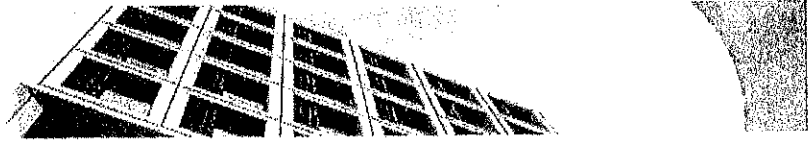
**Contact Telephone Number for  
Service**

(828) 210-2612

January 19, 2023



**TRANE**



## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance. It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

### ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

### FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

#### ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

#### CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

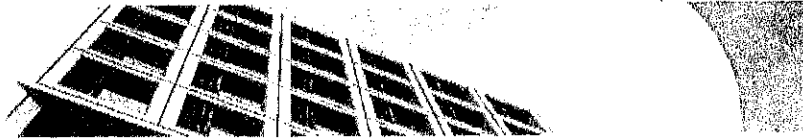
#### SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

#### ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.





## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

#### TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

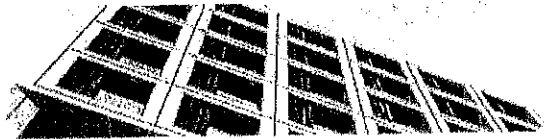


##### Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

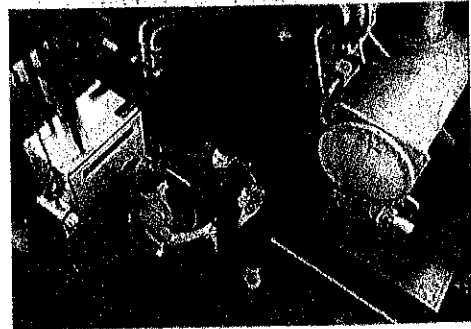


**TRANE**



## REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.* This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has *all* their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### Advantages:

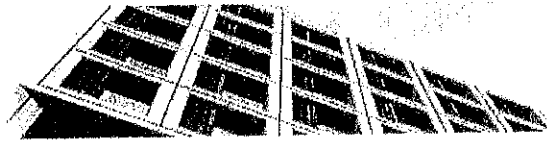
- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



**TRANE**



## **TRANE LABORATORY ANALYSIS**

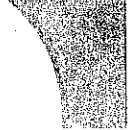
Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

### **Advantages:**

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

### **Implementation:**

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



## HVAC EQUIPMENT COVERAGE

# Madison Co Law Enforcement Center

The following "Covered Equipment" will be serviced at Madison Co Law Enforcement Ctr:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
CLIMATE CHANGER & CONDENSING UNIT	1	TRANE	CSAA010A	K10M12242A	ERV-1
CLIMATE CHANGER & CONDENSING UNIT	1	TRANE	CSAA010A	K10M12251A	ERV-2

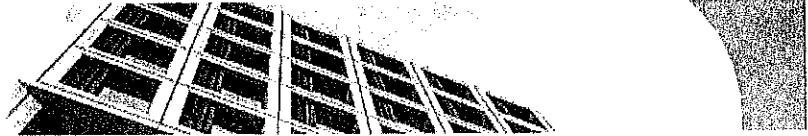
Description	Quantity Per Term
M Series Annual (Service 5)	1
M Series Operational (Service 6)	1
Air cooled condenser annual with coil cleaning (Service 1)	1
Air cooled condenser running Inspection (Service 2)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
EXHAUST FAN	3	GREENHECK	TBD	TBD	EXF-1

Description	Quantity Per Term
Exhaust fan Inspection (Service 3)	1
Exhaust fan mid-season inspection (Service 4)	1

## SITE COVERAGE

Madison Co Law Enforcement Ctr	348 Medical Park, Marshall, NC 28753, United States
--------------------------------	---



## PRICING AND ACCEPTANCE

Jesse Roberts  
 Director of Facilities  
 Madison County NC Government  
 2 North Main Street  
 Marshall, NC 28753

Site Address:  
 Madison Co Law Enforcement Ctr  
 348 Medical Park  
 Marshall, NC 28753  
 United States

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	5,410.00	1,352.50	Quarter
Year 2	5,410.00	1,352.50	Quarter
Year 3	5,410.00	1,352.50	Quarter
Year 4	5,410.00	1,352.50	Quarter
Year 5	5,410.00	1,352.50	Quarter

**Service Fee Discount.** A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 162.30 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Term

The Initial Term of this Service Agreement is 5 years, beginning March 1, 2023. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on February 29, 2028, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this



Agreement, Trane can be reached either by telephone at (828) 210-2612 or by direct mail addressed to: 168 Sweeten Creek Rd. Asheville, NC 28803.

**Renewal Pricing Adjustment**

The Service Fees for an Impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

**Cancellation by Customer Prior to Services; Refund**

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**Cancellation by Company**

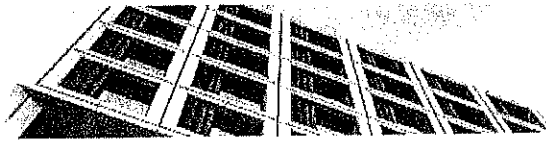
This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
	Submitted By: Matt Ballenger
Authorized Representative Matt Wechtel	Proposal Date: January 19, 2023
Printed Name Chairman	Cell: (864) 640-6369
Title	Office: (828) 210-2607
Purchase Order	License Number:
2/7/23	Authorized Representative
Acceptance Date	Title
	Signature Date



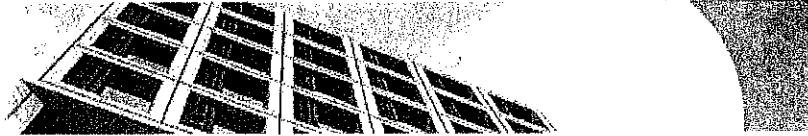
**TRANE**



### **COVID-19 National Emergency Clause**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation





**TRANE**



of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

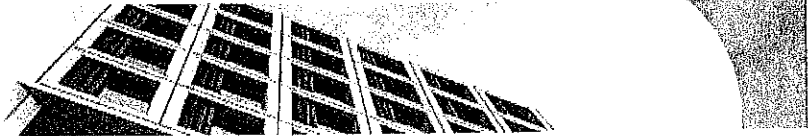
10. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labor portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labor improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. **Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. **CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



15. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company.

Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)  
Supersedes 1-26.130-7 (0720)



## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

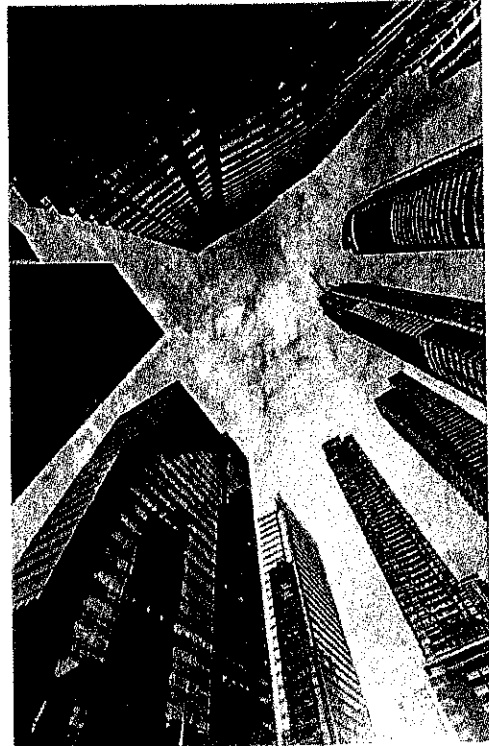
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



#### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

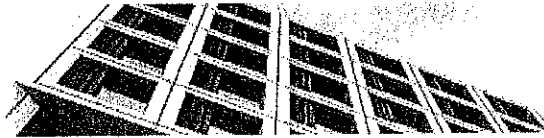
Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



## CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

### Service 1: Air cooled condenser annual with coil cleaning

#### Description

- Initial Site Inspection
- Lock Out Tag Out (Standard)
- Control Panel Electrical Inspection-CGWA, CGWB
- remove cover
- Check pressures
- Visual Condenser Fan Check (Unitary)
- Check belt
- Change V-belts small tonnage
- Condenser Coil cleaning with Chemical
- Bearing Lubrication
- Remove Lock Out Tag Out and Restore Power
- Return system to operating condition

### Service 2: Air cooled condenser running inspection

#### Description

- Initial Site Inspection
- Lock Out Tag Out (Standard)
- remove cover
- Electrical Inspection (Light Commercial Condensing Unit)
- Check belt
- Check pressures
- Visual Condenser Fan Check (Unitary)
- Bearing Lubrication
- Remove Lock Out Tag Out and Restore Power

### Service 3: Exhaust fan inspection

#### Description

- Lock Out Tag Out (Standard)
- Remove cover
- Check and tighten all electrical connections
- Check belt
- Exhaust fan belt change
- Verify control operation
- Fan Inspection
- Remove Lock Out Tag Out and Restore Power
- Re-install cover
- Return to operating condition



**Service 4: Exhaust fan mid-season inspection**

Description

- Lock Out Tag Out (Standard)
- remove cover
- Check and tighten all electrical connections
- Check belt
- Verify control operation
- Remove Lock Out Tag Out and Restore Power
- Re-install cover

**Service 5: M Series Annual**

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate drain Inspection
- Coil Inspection (Climate Changer)
- Air Handler Filter Inspection & Change
- Check Damper operation
- Inspect Heat Recovery Wheel
- Start Up Seasonal Heating/Cooling-Electric
- Verify control operation
- Remove Lock Out Tag Out and Restore Power
- Return Unit to Normal Operation

**Service 6: M Series Operational**

Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Remove Access Panels or Open Access Doors
- Supply Fan Inspection
- Condensate Inspection
- Condensate Drip Pan Treatment
- Coil Inspection (Climate Changer)
- Air Handler Filter Inspection & Change (CSAA)
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out and Restore Power
- Return Unit to Normal Operation

**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TRANE  
COUNTY DEPARTMENT: Maintenance  
SUBJECT OF CONTRACT: Jail HVAC  
DATE/TERM OF CONTRACT: 2/7/23 Acceptance

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

**Acceleration Clause.** To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**Indemnity, Hold Harmless, Assumption of Risk.** To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

**Default and Remedies.** To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

**Compliance with E-Verify requirements.** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: \_\_\_\_\_

Title: \_\_\_\_\_

For MADISON COUNTY MA 9/2/11

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Leaford  
Madison County Finance Officer





**Block of Hours  
SERVICE AGREEMENT**

**Trane Office**

Trane U.S. Inc.  
412 Fairforest Way  
Greenville, SC 29607-4609

**Trane Representative**

Jim Norton  
Cell: (864) 351-8958  
Office: (864) 672-6000

**Proposal ID**

3203913

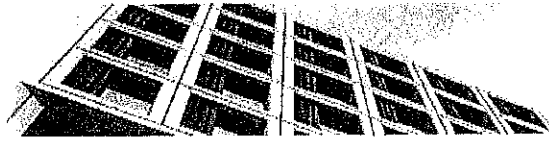
**Company Name**

Madison County NC Government  
2 North Main Street  
Marshall, NC 28753 U.S.A.  
Jesse Roberts

**Site Address:**

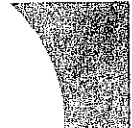
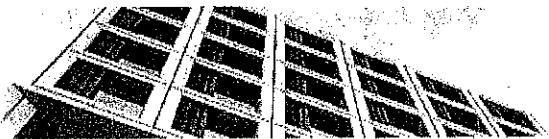
Madison Co Law Enforcement Ctr  
348 Medical Park  
Marshall, NC 28753  
United States

January 19, 2023



## PROJECT REPAIRS AND BLOCK OF HOURS

- Provide 140 Technician Hours (Includes travel charges) for inspection, correction and repairs to get Prison Fire Evacuation System operating according to Design
  - Inspect all fire dampers, open/close and status
  - Review and test all smoke evacuation sequences
  - Inspect All ERV and Smoke Exhaust Fans for proper operation
  - Provide Technician onsite for Smoke Test
- Repairs: Material Allowance \$5,000.00
  - Trane will use above hours and Material Allowance to purchase parts in order to make repairs to the system immediately
- 140 Hours can be used anytime from the signature date of this agreement for 1 calendar year
- Customer will only pay for materials used



## PRICING AND ACCEPTANCE

Jesse Roberts  
Madison County NC Government  
2 North Main Street  
Marshall, NC 28753 U.S.A.

Site Address:  
Madison Co Law Enforcement Ctr.  
348 Medical Park  
Marshall, NC 28753

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

**Material Allowance: \$5,000.00. (To be Billed As Used)**

**Labor Block of Hours: Will be billed Quarterly**

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	26,835.00	6,708.75	Quarterly

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 805.05 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

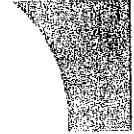
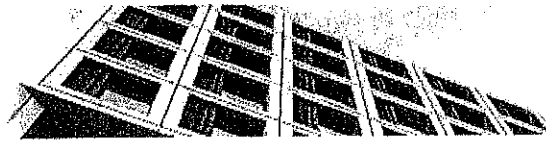
In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Term

The Initial Term of this Service Agreement is 1 year, beginning **March 1, 2022**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **February 28, 2023**, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 412 Fairforest Way Greenville, SC 29607-4609.

### Renewal Pricing Adjustment



The Service Fees for an Impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the Initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

#### **Cancellation by Customer Prior to Services; Refund**

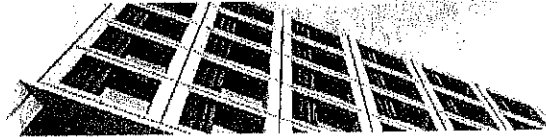
If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

#### **Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.



**TRANE**



**COVID-19 National Emergency Clause**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

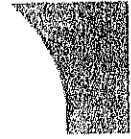
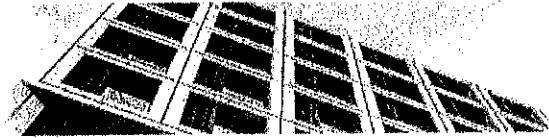
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
<p><i>(Signature)</i>                      Authorized Representative</p> <p><i>Nato Wechtel</i>                      Printed Name</p> <p><i>Chairman</i>                      Title</p> <p>Purchase Order  <i>2/7/23</i>                      Acceptance Date</p>	<p>Submitted By: Jim Norton</p> <p>Proposal Date: March 10, 2022</p> <p>Cell: (864) 351-8958</p> <p>Office: (864) 672-6000</p> <p>License Number:</p> <p>_____                      Authorized Representative</p> <p>_____                      Title</p> <p>_____                      Signature Date</p>


**TRANE**


## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): Inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of


**TRANE**


Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

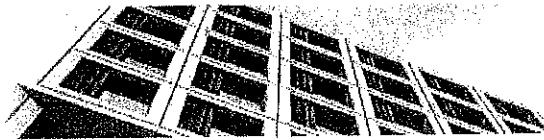
**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability      \$2,000,000 per occurrence


**TRANE**


Automobile Liability \$2,000,000 CSL  
Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

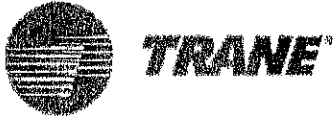
**20. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**21. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)

Supersedes 1-26.130-7 (0720)





## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

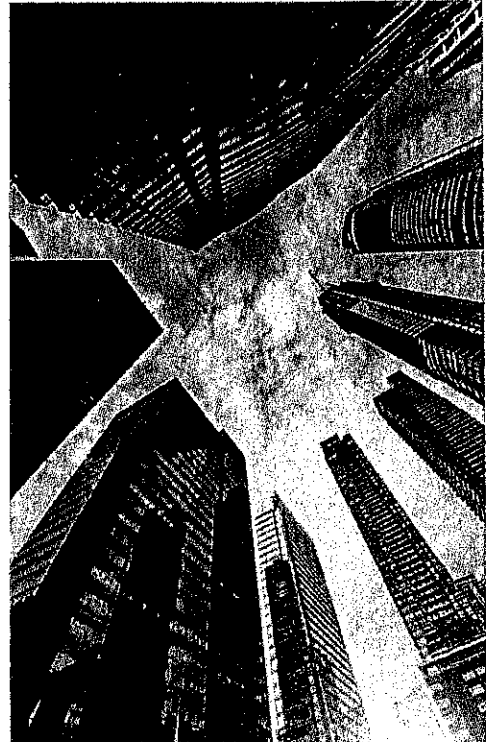
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

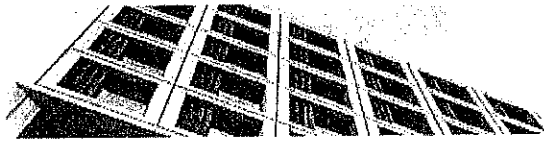
Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.



**TRANE**








- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



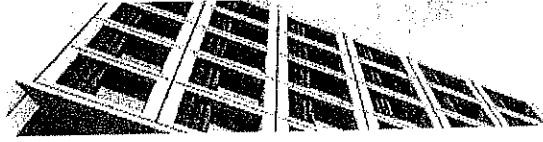
## YOUR ASSIGNED TEAM

You will have a consistent group of employees dedicated to your account. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.

 <p>ACCOUNT MANAGER NAME CONTACT INFO</p>	 <p>ACCOUNT ENGINEER NAME CONTACT INFO</p>	 <p>SERVICE TECHNICIAN NAME CONTACT INFO</p>
 <p>ENERGY ENGINEER NAME CONTACT INFO</p>	 <p>AREA SERVICE MANAGER NAME CONTACT INFO</p>	



**TRANE**



## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TRANE  
COUNTY DEPARTMENT: Maintenance  
SUBJECT OF CONTRACT: Soil MRC  
DATE/TERM OF CONTRACT: 2/7/23 Acceptance

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

**Acceleration Clause.** To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**Indemnity, Hold Harmless, Assumption of Risk.** To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

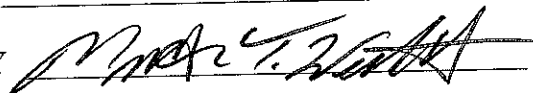
**Default and Remedies.** To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

**Compliance with E-Verify requirements.** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: \_\_\_\_\_

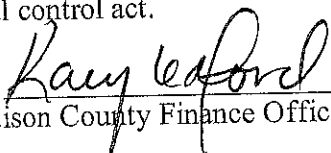
Title: \_\_\_\_\_

For MADISON COUNTY



Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By:  \_\_\_\_\_  
Madison County Finance Officer