

# **Union County, NC**

Union County Government Center  
500 North Main Street  
Monroe, North Carolina



## **Meeting Agenda**

**Monday, April 14, 2025**

**5:15 PM**

**Board Room, First Floor**

### **Board of Commissioners**

*Chair Melissa Merrell*  
*Vice Chair Brian Helms*  
*Commissioner Clancy Baucom*  
*Commissioner Christina Helms*  
*Commissioner Gary Sides*

## Opening of Meeting - 5:15 PM

Invocation - Chair Melissa Merrell

Pledge of Allegiance

## Informal Comments

## Public Hearing(s)

## Staff Recognition

### 25-206

#### **Lifesaver Award**

##### **INFORMATION CONTACT:**

Clayton Voignier, County Manager's Office, Assistant County Manager,  
704-283-3687

##### **ACTION REQUESTED:**

Recognize Wendell Roberts, Warehouse Supervisor in the Facilities & Fleet Management department, as the recipient of the Lifesaver Award for the second time.

##### **PRIOR BOARD ACTIONS:**

None.

##### **BACKGROUND:**

On Wednesday, March 5, 2025, Roberts was having lunch at a local restaurant with fellow Union County employees when another patron began choking and was unable to breathe. Without hesitation, Roberts responded to calls for help, quickly assessing the situation and performing the Heimlich maneuver. His actions successfully dislodged the obstruction, allowing the individual to breathe again.

Roberts' willingness to step in and help in a critical moment exemplifies his dedication to the well-being of others. In addition to his role with Union County, Roberts is a certified Emergency Medical Technician (EMT) and a volunteer firefighter with the Pageland Fire Department in Chesterfield County, South Carolina. His training and experience proved vital in this life-saving moment.

The Lifesaver Award is given to employees whose selfless actions save someone's life. County Management surprised Roberts with the award on March 26, 2025.

This is not the first time Roberts has been recognized for his lifesaving efforts. In November 2023, he was awarded the Lifesaver Award for assisting a local restaurant employee experiencing a seizure.

##### **FINANCIAL IMPACT:**

None.

## Consent Agenda

### 25-207

#### **Purchase - Software Subscription**

##### **INFORMATION CONTACT:**

Aubrey Lofton, UC Water - Planning & Resource Management Division,  
Director, 704-296-4241

##### **ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

##### **PRIOR BOARD ACTIONS:**

- 1) June 6, 2022, Regular Meeting, Agenda Item #22-368 - Slack Grid Software Purchase
- 2) December 4, 2023, Regular Meeting, Agenda Item #23-818 - Slack Enterprise Grid Purchase
- 3) May 20, 2024, Regular Meeting, Agenda Item #24-317 - Purchase Software Subscription

##### **BACKGROUND:**

This is a 12-month renewal for the Slack Enterprise Grid software. Slack is a critical knowledge base and communication/collaboration tool currently deployed by Union County Water. It is a one-stop shop for fast and efficient communication, workflow-based communication, information, documents, policies, forms, and other additional internal integrations. The primary purposes for this software are: 1) Ease and speed of communications including threads and instant messaging to specific user groups and individuals, including help desk support and immediate visibility to all employees of issues with critical systems, 2) Ability for work groups to customize dedicated spaces called channels and create updates relating to specific projects, systems or programs with instant visibility to all channel members, 3) Ease of access to documents and information regardless of location or device used (desktop, tablet, phone) which is important given the variety of workspaces for UCW, 4) Integrations with other systems including application management support features with Water's business systems help desk, and 5) Customizable notifications and statuses not available with other communications platform to ensure all employees see important messages relevant to them in a timely manner.

N.C.G.S 143-129(e)(3) and N.C.G.S 143-129(e)(9) allow local governments to make purchases through a competitively bid North Carolina Statewide Term Contract or a Group Purchasing Program. The purchase of the technology tool will be made using North Carolina NDIT-400419 as quoted by Carahsoft Technology Corporation.

**FINANCIAL IMPACT:**

The anticipated cost for the technology tool is \$75,158.00 and is budgeted accordingly for FY2025.

**25-213****Contract Renewal - Firing Range Cleaning Services****INFORMATION CONTACT:**

Dorothy Thomas, Sheriff's Office, Public Safety Finance Administrator, 704-283-3578

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

April 15, 2024, Regular Meeting, Agenda Item #24-260 - Approved Contract

**BACKGROUND:**

The Union County Sheriff's Office (UCSO) is requesting to enter into a contractual service agreement with ACL Carolina Inc. The cleaning service is essential to the safety of officers that will be using the range for training. Clean up includes removal of debris such as lead, using heavy duty equipment.

The Union County Sheriff's Office has utilized the contractual services of ACL Carolina Inc. for Lead Clean-Up Services since 04/01/2024. The contractor has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional one-year.

**FINANCIAL IMPACT:**

The anticipated annual cost for this service is \$81,000.00 and is budgeted accordingly for FY2025, with future expenditures dependent upon BOCC budget appropriation.

**25-212****Contract - Modular Building Rental****INFORMATION CONTACT:**

Caleb Sinclair, Solid Waste, Director, 704-283-3576

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Modular Office rental for Solid Waste staff for twenty-four months during the construction of a permanent operations building located at the Union



County Landfill. This contract will include a temporary modular office, waste holding tank, freshwater system, delivery, set up and tear down.

**FINANCIAL IMPACT:**

The anticipated two-year cost for this service is \$114,912.48 and is budgeted accordingly for FY2025, with future expenditures dependent upon BOCC budget appropriation.

**25-204**

**Resolution - Conveyance of Surplus Vehicle**

**INFORMATION CONTACT:**

Jon Williams, Emergency Services, Fire Marshal, 704-296-4296

**ACTION REQUESTED:**

Adopt Resolution Authorizing Conveyance of Certain Union County Surplus Property to Lanes Creek Volunteer Fire Department.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Lanes Creek Volunteer Fire Department has requested vehicle 18-15, a 2015 Chevrolet Silverado that was assigned to the Fire Marshal's Office. The Fire Marshal's Office has replaced the vehicle, and it is no longer in service. Lanes Creek Volunteer Fire Department will use the vehicle to transport command staff for administrative tasks, training and emergency response.

**FINANCIAL IMPACT:**

None.

**25-201**

**Resolution - Surplus Vehicle Sale**

**INFORMATION CONTACT:**

Cheryl Wright, Procurement & Contract Management, Director, 704-283-3563

**ACTION REQUESTED:**

Adopt Resolution Authorizing Surplus Property Sale by Internet Auction which 1) declares the property itemized on Attachment A as "Surplus" to the needs of Union County, 2) authorizes sale at electronic auction of the surplus property described in Attachment A as per the terms and conditions as specified in the online auction service provider contract, and 3) authorizes the Procurement Director or her designee to execute any and all documents necessary to transfer title to said property on behalf of Union County.

**BACKGROUND:**

North Carolina General Statutes allow the disposition of personal property by local governments through a variety of means including private negotiations and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In 2001, the legislature amended the Statues to provide for disposition of property through electronic auction.

The sale will begin April 15, 2025, at 9:00 AM and end April 25, 2025, with incremental closings as indicated on Attachment A.

The vehicles are to be picked up at 610 Patton Avenue, Monroe, NC with the following terms of sale:

1. Sale to the highest bidder with all sales final.
2. All items sold “as is” with no warranty, expressed or implied, which extends beyond the description of the item.
3. Purchasers must remove vehicles(s) within ten (10) business days from the time and date of issuance of the Buyer’s Certificate.
4. Payment must be made online through the online auction website. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment will not be accepted onsite.

**FINANCIAL IMPACT:**

Estimated revenue is \$45,000. The revenue will be returned to the fund from which the asset came.

**25-210**

**Resolution - Surplus Equipment Sale**

**INFORMATION CONTACT:**

Cheryl Wright, Procurement & Contract Management, Director,  
704-283-3563

**ACTION REQUESTED:**

Adopt Resolution Authorizing Surplus Property Sale by Internet Auction which 1) declares the property itemized on Attachment A as “Surplus” to the needs of Union County, 2) authorizes sale at electronic auction of the surplus property described in Attachment A as per the terms and conditions as specified in the online auction service provider contract, and 3) authorizes the Procurement Director or her designee to execute any and all documents necessary to transfer title to said property on behalf of Union County.

**BACKGROUND:**

North Carolina General Statutes allow the disposition of personal property by local governments through a variety of means including private negotiations and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In 2001, the legislature amended the Statutes to provide for disposition of property through electronic auction.

The sale will begin April 15, 2025, at 10:00 AM and end April 25, 2025, at 10:00 AM as indicated on Attachment A. The equipment is to be picked up at 4600 Goldmine Road, Monroe, NC 28110 & 8299 Kensington Dr, Waxhaw, NC 28173 with the following terms of sale:

1. Sale to the highest bidder with all sales final.
2. All items sold “as is” with no warranty, expressed or implied, which extends beyond the description of the item.
3. Purchasers must remove item(s) within ten (10) business days from the time and date of issuance of the Buyer’s Certificate.
4. Payment must be made online through the online auction website. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment will not be accepted onsite.

**FINANCIAL IMPACT:**

Estimated revenue is \$44,000. The revenue will be returned to the fund from which the asset came.

**25-211****Contract Renewal - Agenda Software****INFORMATION CONTACT:**

Christopher Liersaph, Information Technology, Assistant Director,  
704-292-2520

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

June 3, 2024, Regular Meeting, Agenda Item # 24-381 - Approved  
Contract Renewal

**BACKGROUND:**

The Information Technology Department has utilized the contractual services of Granicus LLC / D.B.A. GovDelivery for Agenda Management Software since July 2020. The company has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional twelve months.

**FINANCIAL IMPACT:**

The anticipated annual cost for this service is \$57,862.19 and is budgeted accordingly for FY2025, with future expenditures subject to annual BOCC budget appropriation.

**Information Only****25-209****Monthly Communications Report for March 2025****INFORMATION CONTACT:**

Liz Cooper, Public Communications Director, 704.283.3587

**ACTION REQUESTED:**

None - Information Only

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

This report provides valuable metrics and insights into communication platforms and our efforts to collaborate with all County departments to inform and engage residents, promote programs, and services, and strengthen internal and external communications.

**FINANCIAL IMPACT:**

None.

**25-229**

**Human Resources Reports for March 2025**

**INFORMATION CONTACT:**

Julie Broome, Human Resources, Director, 704-283-3869

**ACTION REQUESTED:**

None - Information Only.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

These reports include all new hires, separations from service, and retirements for Union County Local Government for the month of March 2025.

**FINANCIAL IMPACT:**

None.

**Business**

**25-223**

**Union County 2050 - Litter Committee Recommendations**

**INFORMATION CONTACT:**

Bjorn Hansen, Planning, Senior Planner, 704-283-3690; Caleb Sinclair, Solid Waste, Director, 704-283-3576

**ACTION REQUESTED:**

Receive implementation recommendations.

**PRIOR BOARD ACTIONS:**

- 1) August 16, 2021, Regular Meeting, Agenda Item # 39 - Union County 2050 Comprehensive Plan was approved by the Board.
- 2) January 2, 2024, Regular Meeting, Agenda Item # 24-074 - Union County 2050 Implementation Committee Presentation Schedule was approved by the Board.
- 3) March 4, 2024, Regular Meeting, Agenda Item # 24-074 - Union County 2050 Implementation Litter Recommendations, staff directed to establish a temporary committee by the Board.
- 4) July 15, 2024, Regular Meeting, Agenda Item #24-288 - Appointments to the Union County Litter Committee

**BACKGROUND:**

As a recommendation found in the 2050 Comprehensive Plan, the Board of County Commissioners (BOCC) appointed a committee to identify strategies to address litter. The committee was formed in early 2022 and

met for six months. This committee recommended eight strategies. These recommendations were later recommended to the BOCC by the Planning Board. The BOCC received these recommendations in March 2024 and asked that staff work with a new committee for up to a year to evaluate the strategies for implementation costs and viability. A four-member Union County Litter Committee was appointed by the BOCC in June of 2024. This committee evaluated each of the eight recommendations of the 2022 committee, as well as one identified as part of this review process, with recommendations whether to implement or not.

The Litter Committee members are:

- Committee Chair Scott Abramson
- Loretta Melancon
- Bob Reichman
- Rodger Skirvin

Senior Planner Bjorn Hansen and Solid Waste Director Caleb Sinclair served as county staff to support the committee.

Chair Scott Abramson will present the committee report and recommendations.

**FINANCIAL IMPACT:**

Up to \$250,000 per year if fully implemented, plus one-time start up costs.

**25-220**

**FY2025 3rd Quarter Revenue and Expense Projections**

**INFORMATION CONTACT:**

Jason May, Budget & Grants Management, Director

**ACTION REQUESTED:**

Receive a financial update with FY 2025 year-end estimates.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Each year, the Board of County Commissioners is provided a 3rd quarter financial update.

**FINANCIAL IMPACT:**

None.

**25-208**

**Capital Improvement Plan Budget and Debt Planning**

**INFORMATION CONTACT:**

Beverly Liles, Finance Director, 704-283-3675

**ACTION REQUESTED:**

None

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

Receive presentation on capital improvement planning budget and debt models for FY 2026-2031.

**FINANCIAL IMPACT:**

None

**County Manager's Comments**

**Commissioners' Comments**

**Adjournment**



# Union County, NC

## Staff Report

Union County Government  
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[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-206

**Agenda Date:** 4/14/2025

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**TITLE:**

Lifesaver Award

**INFORMATION CONTACT:**

Clayton Voignier, County Manager's Office, Assistant County Manager, 704-283-3687

**ACTION REQUESTED:**

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**PRIOR BOARD ACTIONS:**

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**BACKGROUND:**

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**File #:** 25-207

**Agenda Date:** 4/14/2025

### **TITLE:**

Purchase - Software Subscription

### **INFORMATION CONTACT:**

Aubrey Lofton, UC Water - Planning & Resource Management Division, Director, 704-296-4241

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### **FINANCIAL IMPACT:**



The anticipated cost for the technology tool is \$75,158.00 and is budgeted accordingly for FY2025.

**PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



**TO:** Luke Fawcett  
Union County Public Works  
500 North Main Street  
Suite 500  
Monroe, NC 28112-4804 USA

**FROM:** Alex Vaughn  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** luke.fawcett@unioncountync.gov

**EMAIL:** Alex.Vaughn@carahsoft.com

**PHONE:** (704) 296-4210

**PHONE:** (571) 662-3436

**FAX:** (703) 871-8505

**TERMS:** Contract #: DIT-400409  
Term: April 16, 2019 - April 14, 2026  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
DUNS No: 088365767  
Sales Tax May Apply

**QUOTE NO:** 52164282  
**QUOTE DATE:** 01/13/2025  
**QUOTE EXPIRES:** 06/25/2025  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$75,158.00  
**TOTAL QUOTE:** \$75,158.00

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	200007692	Slack Enterprise Grid Price per user is based on 12-month term Start Date: 07/01/2025 End Date: 06/30/2026	LIST: \$384.00 CONTR: \$376.32	\$375.79	OM 200	\$75,158.00
SUBTOTAL:						\$75,158.00
TOTAL PRICE:						\$75,158.00
TOTAL QUOTE:						\$75,158.00

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**CARAHSOFT TECHNOLOGY CORP**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



\*\*Customer must reference Carahsoft quote number 52164282 on purchase order.  
\*\*Customer must reference contract number DIT-400409 on purchase order.

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**Usage Details by Account:**

Usage Type: Grid Active Users  
Start Date: 7/1/2025  
End Date: 6/30/2026  
Quantity: 200  
Overage Rate: N/A  
True Up Rate: \$374.85 per user per year

Overage fees are billable monthly, in arrears.

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**Identified Workspace:**

ucwater.slack.com - E03KUGUK797

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**Quote Special Terms:**

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 9% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

The User Threshold represents the amount of users for which Customer is invoiced. The initial User Threshold is the initial quantity of users ordered in the Order Form. Carahsoft may invoice Customer for additional users, on a prorated basis, if and when the User Threshold increases. The User Threshold will increase whenever there is an increase in the quantity of users ordered; by way of example, (1) where an Order Form includes multiple Order Terms, the quantity of users may increase in later Order Terms, or (2) if Customer executes an add-on Order Form. The User Threshold may increase by true-up. If the quantity of active users exceeds the then-current User Threshold the day before any Annual True-Up Date, Carahsoft may invoice Customer for the number of excess users and the User Threshold shall be increased by such number going forward. Guidance regarding how Annual True-Up Dates for an Order Term are determined can be found in the Documentation made available at: <https://sfdc.co/b9iTDI>. The User Threshold may also increase at the beginning of a renewal term. Unless otherwise set forth in a signed renewal Order Form, the User Threshold for renewal shall be the greater of: (a) the User Threshold as of the Order End Date for the expiring Order Term; or (b) the quantity of active users 45 days prior to such Order End Date.

Customer represents that it is exempt from taxes, and is responsible to ensure Salesforce receives valid exemption certificate(s) evidencing the same. Provided that such exemption certificate(s) are received in a timely manner, Carahsoft will make commercially reasonable efforts to prevent invoicing of taxes, as applicable.

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**Product Special Terms:**

**Search, Learning, and Artificial Intelligence**

Customer acknowledges that Salesforce, including Slack, may use de-identified Customer Data with that of other customers for the purpose of improving and training services and features Customer may access, and Customer instructs SFDC to process its Customer Data for such purpose. Neither Customer Data, nor Customer, will be identifiable as a result of such use. Customer retains all ownership of its Customer Data and SFDC retains all ownership in and to aggregated machine learning results.

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**PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



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Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: [https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)



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## Staff Report

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**File #:** 25-213

**Agenda Date:** 4/14/2025

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**TITLE:**

Contract Renewal - Firing Range Cleaning Services

**INFORMATION CONTACT:**

Dorothy Thomas, Sheriff's Office, Public Safety Finance Administrator, 704-283-3578

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

April 15, 2024, Regular Meeting, Agenda Item #24-260 - Approved Contract

**BACKGROUND:**

The Union County Sheriff's Office (UCSO) is requesting to enter into a contractual service agreement with ACL Carolina Inc. The cleaning service is essential to the safety of officers that will be using the range for training. Clean up includes removal of debris such as lead, using heavy duty equipment.

The Union County Sheriff's Office has utilized the contractual services of ACL Carolina Inc. for Lead Clean-Up Services since 04/01/2024. The contractor has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional one-year.

**FINANCIAL IMPACT:**

The anticipated annual cost for this service is \$81,000.00 and is budgeted accordingly for FY2025, with future expenditures dependent upon BOCC budget appropriation.

# PROPOSAL

## AdvantaClean of Monroe

1405-A Babbage Lane  
Indian Trail, NC 28079  
(704) 256-4869

[ac.monroe@advantaclean.com](mailto:ac.monroe@advantaclean.com)

<https://advantaclean.com/monroe-nc/>



**Property Owner: Union County**

**INT** \_\_\_\_\_

### Billing Address

Scott Green  
3344 Presson Road  
Monroe, NC 28112

### Service Address

Scott Green  
1424 Mills Harris Rd  
Wingate, NC 28174  
(704) 320-5198 (Mobile)

[scott.green@unioncountync.gov](mailto:scott.green@unioncountync.gov)

Job #	40543422
Date	1/7/2025
Total	\$12,750.00

~~This proposal expires on 4/7/2025 12:00:00 AM~~

**INT** \_\_\_\_\_

Item	Description	Qty	Rate	Amount
Other - Indirect Service	Full Gun Range Cleanup: Quarterly. Includes full range, both sets of fans, and area behind fans. Includes debris removal and equipment rental. Service contract valid 04/01/25 - 04/01/26.	1	\$12,750.00	\$12,750.00

AdvantaClean:

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

Union County:

Subtotal	\$12,750.00
Tax	\$0.00
Total	\$12,750.00

\_\_\_\_\_  
Authorized By: Brian W. Matthews,  
County Manager

\_\_\_\_\_  
Date

Approved as to Legal Form: RLM

## SCOPE OF WORK

**General Practices:** AdvantaClean provides cleanup services in accordance with current EPA standards. As all projects are different, the exact methodology used will depend on our professional opinion, the type of material(s) affected and your exact property conditions.

**Gun Range Cleaning:** Gun Range floor and fans will be cleaned thoroughly by explosion-proof / HEPA vacuum, with further cleaning of the floor to be followed by mopping and/or mechanized floor scrubber.

**Hidden Damage:** This Scope of Work is based upon visual observations at the time of inspection. Occasionally, hidden or additional damage is discovered during the course of work that could expand the scope or result in additional charges. Should this occur during this project, the owner or owner's agent will be notified and a change order issued and accepted before commencing any additional work.

## TERMS AND CONDITIONS

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

\_\_\_\_\_  
Deputy Finance Officer

# PROPOSAL

## AdvantaClean of Monroe

1405-A Babbage Lane  
Indian Trail, NC 28079  
(704) 256-4869

[ac.monroe@advantaclean.com](mailto:ac.monroe@advantaclean.com)

<https://advantaclean.com/monroe-nc/>



**Property Owner: Union County**

**INT** \_\_\_\_\_

### Billing Address

Scott Green  
3344 Presson Road  
Monroe, NC 28112

### Service Address

Scott Green  
1424 Mills Harris Rd  
Wingate, NC 28174  
(704) 320-5198 (Mobile)

[scott.green@unioncountync.gov](mailto:scott.green@unioncountync.gov)

Job #	40541783
Date	1/7/2025
Total	\$3,750.00

~~This proposal expires on 4/7/2025 12:00:00 AM~~

**INT** \_\_\_\_\_

Item	Description	Qty	Rate	Amount
Other - Indirect Service	Gun Range Cleanup, Front 25 Yards - Monthly x 8. Includes debris removal and equipment rental. Service contract valid 04/01/25 - 04/01/26.	1	\$3,750.00	\$3,750.00

AdvantaClean:

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

Subtotal	\$3,750.00
Tax	\$0.00
Total	\$3,750.00

Union County:

\_\_\_\_\_  
Authorized By: Brian W. Matthews,  
County Manager

\_\_\_\_\_  
Date

Approved as to Legal Form: RLM

## SCOPE OF WORK

**General Practices:** AdvantaClean provides cleanup services in accordance with current EPA standards. As all projects are different, the exact methodology used will depend on our professional opinion, the type of material(s) affected and your exact property conditions.

**Gun Range Cleaning:** Gun Range floor will be cleaned thoroughly by explosion-proof / HEPA vacuum, with further cleaning of the floor to be followed by mopping and/or mechanized floor scrubber.

**Hidden Damage:** This Scope of Work is based upon visual observations at the time of inspection. Occasionally, hidden or additional damage is discovered during the course of work that could expand the scope or result in additional charges. Should this occur during this project, the owner or owner's agent will be notified and a change order issued and accepted before commencing any additional work.

## TERMS AND CONDITIONS

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

\_\_\_\_\_  
Deputy Finance Officer

### Abbreviations:

For the purpose of this Contract "AdvantaClean" refers to the service provider whose address appears on the face of this Contract, and "Owner" refers to the Property Owner, or their Authorized Representative, of the subject property. All AdvantaClean Service Providers are Independently Owned and Operated.

### Emergency and Loss Mitigation Services Labor Rate Ranges:

At the sole discretion of AdvantaClean, in the event that unit pricing is not utilized and labor rates are not specified elsewhere in this proposal, Emergency and Loss Mitigation Services may be billed at the following default labor rate ranges, which may vary from location to location.

Cleaning Technician: \$29.75 - \$42.50 per hour, Emergency Technician: \$42.50 - \$59.50 per hour, Skilled Labor: \$48.50 - \$67.50 per hour, Site Supervision: \$79.50 - \$92.50 per hour, Executive Supervisor: \$118.00 - \$139.00 per hour

For Specialty Services (mold remediation/trauma clean-up/abrasive blasting, for example) special rates may apply. After-Hours Rates shall be the base rate times a multiple of 1.5. Materials and specialty trade Contractors shall be billed at cost plus twenty percent (20%).

All rates are subject to change without notice.

### Scope of Work:

Emergency and Loss Mitigation Services may include, but are not limited to soft demolition, removal of wet building materials, structural drying, contents pack-out, moving, storage, contents cleaning and restoration, sealing of walls and ceilings, mold remediation, carpet/upholstery/air duct cleaning, roof tarp, temporary roof repair, board up, provision of temporary power, etc.

### Equipment:

Rental rates for typical equipment shall be established by Xactimate. Equipment rental is charged per 24-hour period, and any portion of a day shall be charged as a full day. Owner agrees to reimburse AdvantaClean for the full replacement cost of any equipment that is damaged and/or missing from the property at pick up. In the event that the occupant or others turn off equipment without direction from, or notification to, AdvantaClean, billing shall continue until pick up. All rates are subject to change without notice.

### Contract:

This document is a binding Contract between AdvantaClean and Owner. Upon execution of this Contract, AdvantaClean will incur both direct and indirect costs associated with this project. In the event of termination of Contract by Owner, AdvantaClean shall be paid immediately the greater of (a-) the prorated value of work completed on behalf of the project including any labor, materials, research, supervision, direct overhead, handling, taxes, pick-up, shipping, delivery and cost of capital; or (b-) liquidated damages not to exceed ten percent (10%) of the Contract amount.

Int \_\_\_\_\_

While AdvantaClean is performing the work, Owner shall not enter into a Contract with any other service provider for any other work at the subject property that interferes with AdvantaClean's ability to perform the work. AdvantaClean reserves the right to refuse to perform all or part of the scope of work at its sole discretion/ if the Owner is found to be in violation of the terms of this Contract.

Int \_\_\_\_\_

### Completion of Work:

AdvantaClean will complete the work as soon as practically possible. However, unless otherwise specified, AdvantaClean does not agree to guarantee that the work will be completed by or within any particular time.

### Schedule of Payments:

The amount of deposits and schedule of payments may vary on a job-by-job basis. However, all jobs are due and payable in full <sup>\*</sup>upon completion. For any jobs with insurance proceeds, full payment is due and payable within three days of receipt by Owner from the Insurance Company. It is the responsibility of the Owner to make all insurance drafts liquid and available to remit, free and clear of all third party assignments, specifically the mortgage company, immediately upon receipt of said draft.

Int \_\_\_\_\_

### Credit and Collections:

Owner authorizes AdvantaClean to perform routine credit history investigation at any time prior to or during this project. ~~In the event of non-payment within terms, AdvantaClean reserves the right to file a Mechanics Claim of Lien for the full amount of work. Delinquent accounts may be turned over to the three major credit reporting agencies, which could have a negative impact on Owner's credit rating. All accounts over ten (10) days past due will be subject to a one and one-half percent (1.5%) service charge per month or up to the maximum permitted in the jurisdiction of the property. In the event of any legal actions, AdvantaClean shall be entitled to collect attorney's fees and all costs of collection.~~ The sole and exclusive venue for any legal action arising from this Contract shall be in the <sup>\*\*</sup>county of the respective AdvantaClean office. ~~As the Owner or Authorized Representative, I/We/Us jointly and severally personally guarantee payment under this agreement.~~

Int \_\_\_\_\_

\* within thirty (30) days of receipt of invoice.

\*\* Union County, North Carolina.



**Access:**

Owner is obligated to provide reasonable access to the subject property for the purpose of performing the work without delay. Owner authorizes free use of all available utilities including electricity, water, gas, or oil for heating and sanitary facilities. In the event Owner has vacated the property during the course of the work, Owner agrees to arrange for AdvantaClean to escort Owner to inspect the property during the structural phase to ensure the safety of Owner. Owner agrees to pay additional charges incurred as a result of their failure to provide responsible or scheduled access.

**Limits of Liability:**

~~Notwithstanding other specific arrangements, AdvantaClean limits its responsibility for any and all claims of missing or damaged personal property to an aggregate amount of \$250.00 per Contract.~~ It is the sole responsibility of Owner to inspect personal property for damage or to review any inventory list and document condition prior to and pursuant to handling. Owner agrees to report any claims of damages within 72 hours of handling. ~~Any damage claims after 72 hours will not be considered.~~ AdvantaClean is not responsible for the consequential damages to landscaping, driveways, and walkways, or for damages due to water infiltration or freezing during the course of the work. AdvantaClean expressly declines any liability for mold, fungus, or microbial proliferation pursuant to, or resulting from our work/ \* Int \_\_\_\_\_

**Supervision:**

AdvantaClean will provide adequate supervision of the work to ensure quality control, direction and safety. Owner is obligated to be available for on-site discussion during the course of the work, as some items in the scope of work require approval by Owner. In the event Owner is not available for such approval, Owner authorizes AdvantaClean to make the necessary decisions so as not to delay the project.

**Pets:**

Owner is responsible to provide adequate means of pet control to ensure the safety of both the animal and AdvantaClean staff. Pet control includes, but is not limited to, containment of all animals, provision of power and protection of fish tanks and aquariums, and removal of animals from work areas. Owner agrees to notify AdvantaClean of any dangerous animals on or near the property. AdvantaClean assumes no liability for injury, death or loss of pets/ \*\* Int \_\_\_\_\_

**Working Hours:**

Normal working hours are Monday through Friday from 7:00 AM to 5:00 PM. Any work, meetings, discussions or consultation outside of these hours may represent additional charges to Owner and are due ^ Int \_\_\_\_\_  
at Owner's request

**Warranty:**

Unless provided under separate cover, no warranty, either expressed or implied, exists in connection with AdvantaClean's services. If AdvantaClean is directed and/or otherwise prevented from completing the work within the prevailing standard of care, AdvantaClean shall not be responsible for any subsequent defects that arise. Claims for defective workmanship must be forwarded immediately in writing to the respective AdvantaClean office for consideration. AdvantaClean reserves the exclusive right to cure any defects within 60 days of receipt of said notice. AdvantaClean must be provided reasonable and scheduled access to complete the work. No call back repairs will be considered on any account with an outstanding past due balance. Int \_\_\_\_\_

\*\*\*

EACH ADVANTACLEAN LOCATION IS INDEPENDENTLY OWNED AND OPERATED

\*, except in the event that mold, fungus, or microbial proliferation is caused by the negligence or willful misconduct of AdvantaClean or its officers, employees, or agents.

\*\*, except in the event that injury, death, or loss of pets is caused by the negligence or willful misconduct of AdvantaClean or its officers, employees, or agents. The word "pets" shall include animals used in service of the Union County Sheriff's Office and its law enforcement functions.

\*\*\* AdvantaClean and Owner agree to the terms of the attached Exhibit A, which is incorporated herein by reference.

## EXHIBIT A

- I. At AdvantaClean's sole expense, AdvantaClean ("Contractor") shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
- Department: Sheriff's Office  
Contract #: 9495
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
- Union County  
Attention: Risk Manager  
500 North Main Street  
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- IV. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

# Eddie Cathey Sheriff of Union County

3370 Presson Road  
Monroe, North Carolina 28112



Telephone: (704) 283-3789  
Fax: (704) 292-2700

Email: [eddiecathey@co.union.nc.us](mailto:eddiecathey@co.union.nc.us)

To: Brian Matthews, County Manager  
From: Sheriff Eddie Cathey, Union County Sheriff  
Cc: Patrick Niland, Deputy County Manager  
Dorothy Thomas, Public Safety Finance Administrator  
Cheryl Wright, Director, Procurement

Date: March 31, 2025

**Re: Exemption of RFP Process – ACL Carolina Inc.**

Pursuant to Union County Government Procurement Policy, Section 3.5, which states, in part, "Because there are no statutory requirements applicable to the procurement of such services, an Assistant County Manager (ACM) or the County Manager may exempt a service from the RFP process for good cause and when in the best interests of Union County. "The exemption of any such service exceeding \$50,000 shall be reported to the Board of Commissioners at its next regular meeting and shall include the justification for exemption."

BACKGROUND: The Union County Sheriff's Office requests an exemption of the RFP process for Firing Range Clean up Service from ACL Carolina Inc. to provide lead cleanup services for Union County Sheriff's Office Firing Range Training Facility.

Upon receiving your approval, this service will be provided for a term of 12 months (1 yr.) for a total cost of \$81,000.00. The cost obligation of \$81,000.00 includes Quarterly Cleanings for \$12,750.00 (\$51,000.00 total) and a Monthly cleaning for \$3,750.00 (\$30,000.00 total). The lead remediation prevents Sheriff's Office employees from being exposed to possibly toxic levels of lead that may be generated through normal mandated firearms training. Lead toxicity cannot be reversed once a person has been exposed.

We have checked the market and determined that the price for this highly specialized lead cleanup service from ACL Carolina Inc. is reasonable and in the best interest of the County.

I respectfully request exemption of the RFP process to award a contract/agreement to ACL Carolina Inc. to provide the services listed above.

A handwritten signature in blue ink that reads "Brian Matthews".

Brian Matthews, County Manager

A handwritten date in blue ink that reads "4/1/25".

Date



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-212

**Agenda Date:** 4/14/2025

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**TITLE:**

Contract - Modular Building Rental

**INFORMATION CONTACT:**

Caleb Sinclair, Solid Waste, Director, 704-283-3576

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Modular Office rental for Solid Waste staff for twenty-four months during the construction of a permanent operations building located at the Union County Landfill. This contract will include a temporary modular office, waste holding tank, freshwater system, delivery, set up and tear down.

**FINANCIAL IMPACT:**

The anticipated two-year cost for this service is \$114,912.48 and is budgeted accordingly for FY2025, with future expenditures dependent upon BOCC budget appropriation.

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and UNITED RENTALS, INC., a Delaware business corporation authorized to do business in North Carolina, whose address is 2626 Glenwood Avenue, Suite 550 Raleigh, NC 27608, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor provide a 24' x 60' Modular Office rental for Union County Solid Waste staff for twenty-four months during the construction of a permanent administrative building located at the Union County Landfill; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached rental quotes #244419428 and #244438680 (the "Services") which are incorporated herein by reference.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor in an amount not to exceed \$114,912.48 for performance of the Services, which also includes allowances for plumbing connections, electrical connections, and for permits. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services. Any backend services (such as pickup and tear-down) will be billed at the conclusion of the rental period based on current market rates.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of 24 months (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement on a month-to-month basis upon written notice to Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor's business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.



14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

*[Signatures follow on the next page.]*

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: \_\_\_\_\_ (SEAL)  
Brian W. Matthews, County Manager

UNITED RENTALS, INC.

By: \_\_\_\_\_ (SEAL)

Approved as to Legal Form: CJB

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

\_\_\_\_\_  
Deputy Finance Officer

**Exhibit A**  
**Insurance Requirements**

**I. BASIC INSURANCE REQUIREMENTS.** At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

- A. **WORKERS' COMPENSATION**  
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**  
Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

- D. **POLLUTION LIABILITY INSURANCE**

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

**II. ADDITIONAL INSURANCE REQUIREMENTS.**

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.**

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Solid Waste  
Contract #: 9541

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County  
Attention: Risk Manager  
500 North Main Street  
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.



# RENTAL RESERVATION

# 244419428

Job site

LANDFILL  
102 W WILSON ST  
WINGATE NC 28174

Office: 704-296-4260

UNION COUNTY SOLID WASTE  
2125 AUSTIN CHANEY RD  
WINGATE NC 28174-7755

Customer # : 7567411  
Reserved Date : 02/12/25  
Scheduled Out : 04/15/25 05:00 PM  
Estimated In : 05/13/25 05:00 PM  
UR Job Loc : 102 W WILSON ST, WIN  
UR Job # : 1  
Customer Job ID:  
P.O. # : WINGATE  
Ordered By : LINDSAY HELMS  
Written By : THOMAS DUNN  
Salesperson : THOMAS DUNN

**This is not an invoice  
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9230010	MODULAR BLDG 24X60 W/1-RR				2,400.00	2,400.00
2	922/1000	OFFICE TRAILER STEPS				50.00	100.00
						Rental Subtotal:	2,500.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	SETUP BLOCK AND LEVEL (PRICED ON LEVEL GROUND) -NON CODE SET	[SETUP/MCI]	6400.000		EACH		6,400.00
1	SETUP ARRIVAL UTILITIES MUST BE MARKED PRIOR TO ANCHORS (DIRT)	[SETUP/MCI]	480.000		EACH		480.00
1	SETUP (OPTIONAL) VINYL SKIRTING	[SETUP/MCI]	2856.000		EACH		2,856.00
1	DELIVERY CHARGE		1450.000		EACH		1,450.00
						Sales/Misc Subtotal:	11,186.00
						Agreement Subtotal:	13,686.00
						Tax:	923.81
						Estimated Total:	14,609.81

## COMMENTS/NOTES:

CONTACT: LINDSAY HELMS  
CELL#: 704-296-4234  
SETUP OR TEARDOWN COSTS MAY BE SUBJECT  
TO CHANGE IF SPECIAL EQUIPMENT IS  
REQUIRED (TRANSLIFT/TUGLIFT)  
BACKEND SERVICES (TEAR DOWN/PICKUP)  
WILL BE BILLED AT END OF RENTAL BASED ON  
CURRENT MARKET RATE



# RENTAL QUOTE

# 244438680

Job site

LANDFILL  
 102 W WILSON ST  
 WINGATE NC 28174

Office: 704-296-4260

UNION COUNTY SOLID WASTE  
 2125 AUSTIN CHANEY RD  
 WINGATE NC 28174-7755

Customer # : 7567411  
 Quote Date : 02/13/25  
 Estimated Out : 06/01/25 09:00 AM  
 Estimated In : 04/04/27 09:00 AM  
 UR Job Loc : 102 W WILSON ST, WIN  
 UR Job # : 1  
 Customer Job ID:  
 P.O. # : QUOTE  
 Ordered By : LINDSAY HELMS  
 Written By : JASON BARRIER  
 Salesperson : DANA ENGLISH

**This is not an invoice  
 Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	600/2485	WASTE HOLDING TANK	25.00	25.00	25.00	25.00	600.00	
		* * *						
		WE DO NOT HOOK UP TANKS						
		* * *						
1	075/2080	SERVICE - WASTE TANK 1X WEEKLY	300.00	300.00	300.00	300.00	7,200.00	
1	600/2490	FRESH WATER SYSTEM	200.00	200.00	200.00	200.00	4,800.00	
		* * *						
		WE DO NOT HOOK UP TANKS						
		* * *						
1	075/2075	SERVICE - FRESH WATER 1X WEEKLY	340.00	340.00	340.00	340.00	8,160.00	
Rental Subtotal:							20,760.00	
SALES/MISCELLANEOUS ITEMS:								
Qty	Item	Price	Unit of Measure	Extended Amt.				
1	DELIVERY CHARGE	75.000	EACH	75.00				
1	PICKUP CHARGE	75.000	EACH	75.00				
Sales/Misc Subtotal:							150.00	
Agreement Subtotal:							20,910.00	
Tax:							1,411.42	
Estimated Total:							22,321.42	

## COMMENTS/NOTES:

CONTACT: LINDSAY HELMS  
 CELL#: 704-296-4234

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
 WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
 IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Int

# Rental Service Terms - US (English)

## Rental of equipment from or provision of services by United Rentals

Last Update: August 12, 2024

**Please read carefully.** This agreement includes an indemnification clause, a class action and jury waiver, and limitations of United's liability. By accepting delivery of the Equipment or Services (defined below) or making payment(s) to United for the same, Customer agrees to be bound by the Rental and Service Terms ~~and the Terms and Conditions Regarding Electronic Communications that are made available by United on its website at <https://www.unitedrentals.com/legal/electronic-communications-terms-conditions>, along with the Rental Protection Program Terms ("RPP") (if applicable) that are made available by United on its website at <https://www.unitedrentals.com/legal/rpp-us-eng>, even if the Rental and Service Agreement has not been fully executed.~~ **as modified herein.**

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### 1. DEFINITIONS



**"Agreement"** means the Reservation Details (as defined below), together with the RPP and any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

**"United"** means United Rentals (North America), Inc.

**"Equipment"** means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to any items rented in association with the Services identified in Section 24 below, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

**"Customer"** means the person or entity identified in the Reservation Details or any representative, agent, officer or employee of Customer.

**"Store Location"** means the United address set forth in the Rental and Service Agreement.

**"Qualified Operator"** means any individual who is permitted by Customer to operate the Vehicle within the United States. This includes individuals identified in the Rental and Service Agreement as additional Qualified Operator(s). All Qualified Operators must have a validly issued operator's license that is in English or an International Driving Permit (IDP) for customers with a validly issued license that is not in English, and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer's

obligations related to the Vehicle and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Vehicle.

**“Rental and Service Agreement”** means the agreement made between Customer and United for United to rent Equipment and/or provided Services, whether that Agreement is made in person at the Store Location, online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

**“Rental Period”** means the period of time between the **“Rental Out”** and **“Scheduled In,”** set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier as provided in Sections 21 and 29 hereof or if Customer returns the Equipment earlier. **“Credit Card”** means the credit card provided by Customer as part of this Agreement or otherwise kept on file with United.

**“Reservation Details”** means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

**“Service”** or **“Services”** means the delivery, pick up and repair of Equipment and other services provided by United in connection with the rental of Equipment, including Trench Services, Scaffolding Services, Portable Sanitation Services, Fluid Solutions Services, Power and HVAC Services and Tool Services (each as defined in Section 24 below).

**“Specialty Media”** means specialty filtration materials purchased in connection with the rental of Equipment used for fluid solutions, such as sand, gravel, carbon, or other materials used to remove certain contaminants or other materials.

**“Tanks”** means the Equipment identified as rental items as part of the Fluid Solutions Services in which Customer stores materials.

**“Vehicle”** means a motor vehicle or EV (as defined below) identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; **“EV”** means a battery-powered motor vehicle with a non-combustion engine that is identified as an EV or electric vehicle rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; and **“Vehicles”** collectively refers to each such Vehicle. For avoidance of doubt, a Vehicle is Equipment, but where the terms & conditions pertain specifically to Vehicles, those terms control.

**“Non-Hazardous Waste”** means any material, substance or waste that does not fall under the definition of **“Regulated Materials”** defined in Section 7(B).

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## 2. AUTHORITY TO SIGN; FORM CONTRACTS



Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.



### 3. INDEMNITY / HOLD HARMLESS

To the extent allowable by applicable North Carolina law,

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~~TO THE FULLEST EXTENT PERMITTED BY LAW~~, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, (B) CLAIMS BY ANY CUSTOMER, INDEPENDENT CONTRACTOR OR CUSTOMER EMPLOYEE, AGAINST CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT CUSTOMER FAILED TO DISCLOSE OR OBTAIN CONSENT TO DATA COLLECTION CONTEMPLATED UNDER THIS AGREEMENT OR (C) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH UNITED RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY UNITED FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF UNITED. ~~IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES.~~ THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

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### 4. INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. With respect to the rental of Tanks, Customer shall take independent action to ensure that any materials Customer stores in the Tanks are chemically compatible with the Equipment. Customer shall provide United with the safety data sheet ("SDS") or verified laboratory tests that identify the material Customer stores in the Tanks. For

Tanks subject to the West Virginia tank law, Customer agrees that Customer has received a copy of the Certificate to Operate for each Tank identified rented under this Agreement. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify United. Customer shall abide by all third-party manufacturer requirements regarding repair, maintenance, and notice.

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## 5. LIMITATION OF LIABILITY

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In no event shall United be liable or responsible to Customer or any other party for: (A) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, or Services; (B) United's failure to deliver the Equipment as required hereunder or United's failure to repair or replace non-working Equipment; (C) any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (D) any civil penalties regarding compliance with any Federal, State or Local law or regulation related to use of the Equipment and any attorney fees and costs for any private enforcer pursuing such civil penalties; or (E) any liquidated damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

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## 6. CUSTOMER RESPONSIBILITIES

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Customer shall provide United with the information and the documentation United requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, including the Database Information (as defined below), and United is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for United to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including United and its employees, and for ensuring that the Services are carried out in compliance with applicable laws. In the event that United, in its sole discretion, determines that it is unable to perform the Services because Customer has not provided a secure and safe work environment, United reserves the right to refuse to provide the Services and/or provide the Equipment without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by United.

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## 7. EQUIPMENT USE

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(A) **USE OF EQUIPMENT.** Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel ("USLD") in equipment with tier 5 engines. ~~CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY UNITED DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES.~~ **Int** Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify United if Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

**REGULATED MATERIALS.** If Customer intends to use the Equipment for the storage and handling of Regulated Materials (as defined herein), the following terms set forth in this Section shall apply.

(i). **Definitions.** "Regulated Materials" includes any material, substance or waste that falls into the following five categories: (a) "Hazardous Materials," as defined or listed or regulated by any local, state, or federal government authority; (b) "DOT Hazardous Materials," as defined or identified as "hazardous material" by the Department of Transportation as set forth in 49 C.F.R. Parts 171 to 180; (c) "Polychlorinated Biphenyls" or "PCBs," meaning any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance, and which are regulated under the Toxic Substances Control Act and its implementing regulations found at 40 C.F.R. part 761; (d) "Radioactive Materials," identified by any local, state, or federal government authority as being radioactive; and (e) "Infectious Materials," meaning any infectious substance, material, or waste that is defined, listed, or regulated by any local, state, or federal government authority.

(ii). **Tank Testing.** Customer acknowledges that the Equipment may have contained Regulated Materials in the past. Customer may, at Customer's expense, test the Equipment for the presence of residual amounts of Regulated Materials prior to taking possession of the Equipment. In the event that residual amounts of Regulated Materials are detected in the Equipment by preliminary testing, Customer may notify United, and request new Equipment or Customer may terminate the rental. If Customer elects to continue use of the Equipment or elects not to test the Equipment, Customer will be bound by the terms set forth herein and waives any right to object to the presence of Regulated Material in the Equipment resulting from any prior use and agrees that the Equipment is suitable for Customer's intended use. Upon expiration or termination of the Rental Period, but before the Equipment is returned to United, Customer shall, at Customer's sole expense, remove all Regulated Materials from the Equipment and clean the Equipment to one of the following standards:

(i) for Hazardous Substances: to the RCRA “empty” condition, as defined in 40 C.F.R. § 261.7(b)(3) (“RCRA Empty Condition”); or (ii) for DOT Hazardous Materials, PCBs, Radioactive Materials, or Infectious Materials: to Non-detect contamination levels (“NDCL”).

(iii). Cleaning. Prior to return, Customer shall clean the Equipment in accordance with the following requirements: (a) Cleaning must be performed by an independent contractor acceptable to United; (b) it must be documented to United’s satisfaction; (c) When a NDCL is required, Equipment must be triple rinsed using a solvent capable of removing Regulated Materials, then purged to remove any vapors. Equipment can also be cleaned by another method capable of achieving equivalent removal to a NDCL; (d) For Radioactive Materials, cleaning must comply with cleaning procedures set forth in the U.S. Nuclear Regulatory Commission’s (“NRC”) Regulatory Guide 1.86 to achieve a NDCL; and (e) the independent contractor must certify that the cleaning meets the above specifications.

(iv). Sampling. After cleaning, Customer will confirm the Equipment’s RCRA Empty Condition or NDCL, as applicable, by obtaining a professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Customer agrees the sampling must be: (a) performed by an independent contractor acceptable to United; (b) documented to United’s satisfaction; (c) taken from various internal parts of the Equipment including at a minimum, the floor, the underside of various cross-braces, and each wall (“Representative Samples”); (d) conducted in the presence of and pursuant to the direction of a designated employee of United. Customer agrees to contact United to schedule an appointment for an employee of United to witness the sampling not less than ten (10) business days prior to the termination of the rental term. For intermodal, roll-off, and vacuum container Equipment, in addition to the above requirements, Customer agrees that: (e) Initially, 20% of the intermodal, roll-off, or vacuum container Equipment rented by Customer will be tested by the third-party laboratory. Based on satisfactory initial sampling results, and United’s sole discretion, that figure may be reduced to 10%, random sampling; (f) If liners are not used, or if any intermodal, roll-off or vacuum container Equipment fails the testing procedures outlined in Section 7(b), then 100% sampling of all intermodals, roll-offs or vacuum container equipment will be required.

(v). Sample Analysis. Customer agrees that the analysis of the sampling must: (a) be performed by a laboratory acceptable to United that is certified to perform such analysis by the state in which the Equipment is located; (b) be documented to United’s satisfaction and must include a record of the chain of custody for the Representative Samples; (c) meet or exceed protocols established by the U.S. Environmental Protection Agency (“EPA”) or the NRC, as applicable.

(vi). Return. Customer shall return the Equipment in a RCRA Empty Condition or NDCL in accordance with the terms set forth herein. If the Equipment does not meet the standard, Customer will undertake additional cleaning of Equipment, in accordance with all applicable law, to meet the standard, and will provide United with written evidence of same. United will not pick up the Equipment and Customer will continue to pay rental charges until the Equipment has been cleaned to the standards specified herein. In the event that Customer is unable to clean the Equipment in accordance with the terms set forth herein, Customer shall pay United for the full replacement value of the Equipment, plus any applicable taxes. Customer agrees that in such event it assumes full ownership of and responsibility for the

Equipment and any residual contents and all related liability for the management, transportation and disposal of such Equipment in accordance with all applicable laws. Customer agrees that it shall be the generator of any hazardous, solid, or radioactive waste generated as a result of Customer's failure to return the Equipment in a RCRA Empty Condition or NDCL, and of any residual materials resulting from Customer's attempt to clean the Equipment. ~~CUSTOMER FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED HARMLESS FOR ANY LIABILITY INCURRED BY UNITED AS A RESULT OF CUSTOMER'S BREACH OF ITS OBLIGATIONS IN THIS SECTION OR AS A RESULT OF UNITED BEING DEEMED A "GENERATOR" UNDER APPLICABLE ENVIRONMENTAL LAWS.~~ Int\_\_\_\_\_

The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

## 8. COMPLIANCE WITH APPLICABLE LAWS

Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. When transporting Non-Hazardous Waste, United shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall be subject to the provisions of Section 7(B) if any materials being transported are "Regulated Materials" as defined therein. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

**A. IN CALIFORNIA ONLY:** If any of the Equipment is power-operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

**B. IN CALIFORNIA ONLY:** For Equipment subject to California's Portable Equipment Registration Program, Customer acknowledges receipt of a written copy of the registration for each engine.

**C. IN CALIFORNIA ONLY:** For Equipment that includes diesel generators operating in the state of California, Customer acknowledges and agrees to comply with the California Safe Drinking Water & Toxic Enforcement Act of 1986 (codified at CA Health and Safety code section 25249.5 et seq., known as California's Proposition 65).

- **Assurances/Warranties:** Customer assures and warrants it shall not cause United to be in violation of any such law or regulation (with respect to California's Proposition 65, through use of the Equipment.



~~- **Indemnification:** Customer hereby indemnifies and agrees to defend and hold the United, and their respective affiliates (and the respective partners, shareholders, employees, officers, directors, agents, sponsors and insurers of each of them) harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees and costs), arising out of any claims, or suits, arbitration, governmental inquiry or other proceeding against any of the above by reason of or relating to use of the Equipment provided by United. Customer shall further indemnify, defend and hold harmless United, its affiliates, and their respective officers, directors, agents and employees, from and against any and all claims, liabilities and expenses (including attorneys' fees and costs, increased and/or punitive awards) which result in whole or in part from any actual or alleged failure of Customer to comply with the provisions of all federal, state and local laws and regulations (including California's Proposition 65) now in effect or hereafter, whether or not any demand for payment is made to United and/or any lawsuit is actually filed against United.~~

**C. IN WEST VIRGINIA ONLY:** To the extent Customer rents any Tanks from United which are rented, transported, or used in West Virginia, Customer agrees to: (i) notify United before moving any Tanks; (ii) notify United whether on-site monitoring shall be provided for overfill protection; and (iii) comply with the Tanks' spacing requirements of the West Virginia tank law relating to AST spacing at installation. Customer also agrees that by using the Tanks, Customer is agreeing that the Tanks have been installed in accordance with West Virginia tank law requirements, and that Customer is in receipt of copies of applicable safety and regulatory registration materials. Customer further agrees that Customer shall comply, at Customer's sole cost, with all applicable requirements of the West Virginia tank law and the West Virginia public water supply protection law, including, but not limited to: (i) material compatibility of substances stored in any Tanks and associated piping; (ii) routine and monthly inspections of any relocated Tanks, or any Level 1 or Level 2 category Tanks and associated piping; (iii) leak detection inspections; (iv) site security requirements; (v) Tank foundation requirements; (vi) overfill protection monitoring; (vii) secondary containment requirements; (viii) delivery restrictions; and (ix) providing labels on the Tanks identifying on-site emergency contact information and information related to substances stored in the Tanks. Customer agrees to comply with the bonding and financial assurance requirements of the West Virginia tank law and to provide United with evidence of such compliance based on Customer's use of the Tanks.

## 9. WARRANTY / DISCLAIMER OF WARRANTIES



UNITED WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH

**IN THE AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, UNITED SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, UNITED SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.**

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## 10. MALFUNCTIONING EQUIPMENT

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Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

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## 11. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

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At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during United's regular business hours or if United has agreed to pick up the Equipment, United shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies United that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Tanks shall be empty of all contents as required by any applicable federal, state or local regulation, including but not limited to those set forth in the Resource Conservation and Recovery Act ("RCRA"). Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by United. In the case of the loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimated cost therefor. Customer agrees that United reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

**Disinfecting:** During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer

shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to United; (ii) it must be documented to United's satisfaction; (iii) in the event Customer is unable to disinfect in accordance the Equipment, United will disinfect it and charge Customer for the costs incurred.

**In West Virginia only:** if Customer rents tanks, upon return to United, Customer agrees to provide United with copies of: (i) tank inspections; (ii) any and all updated and amended Spill Prevention and Response Plans United prepared to reflect the presence of the tanks at the job site; (iii) routine and monthly inspections, secondary containment area inspections, compatibility determinations, and relocation and leak detection inspections, all at the intervals prescribed by the West Virginia tank law for Level 1 and Level 2 classified tanks.

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## 12. REASONABLE WEAR AND TEAR



Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one -shift basis (as defined in Section 15 below). The following shall not be considered reasonable wear and tear: (A) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (B) except where United expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (C) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (D) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (E) wear resulting from use in excess of shifts for which rented; and (F) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

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## 13. LATE RETURN



Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if the Tanks are not in RCRA Empty Condition ( as defined below) when United comes to the Customer site to pick up the Tanks, United, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (D) assess a pickup charge if the Tanks are not in RCRA Empty Condition. Customer agrees that United reserves the right to charge



the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

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## 14. CUSTOMER PERSONAL PROPERTY

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With respect to any personal property left in or on the Equipment upon expiration of the Rental Period, United is not a bailee or warehouseman of Customer's, or any other person's, personal property. United expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. United or its agents may remove the personal property from the Equipment. Under no circumstances are United or its agents responsible for any personal property that may be lost, stolen, or damaged. Customer personal property left in or on the Equipment upon expiration of the Rental Period may be considered abandoned, unclaimed property in accordance with applicable state law.

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## 15. RENTAL PERIOD / CALCULATION OF CHARGES

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Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during United's regular business hours or picked up by United after Customer notifies United that the Equipment is "off rent" and obtains an "off rent" confirmation number from United. Pick-up and delivery by United is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, including but not limited to RCRA ("RCRA Empty Condition") and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, United shall invoice Customer for any additional excess cleaning or repair costs, including: (A) removal of any alterations made by Customer to the Equipment; (B) restoration of the Equipment to its original configuration; (C) re-lining or re-painting of Tanks; (D) disposal of any contents left in Tanks; or (E) transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes (including, without limitation, the Estimated Personal Property Tax Reimbursement Charge) or other taxes, levies and assessments required to be collected by United from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to United the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement.

**IN CALIFORNIA ONLY:** Customer acknowledges that an estimated personal property tax reimbursement charge will be applied to all rented Equipment at a rate of up to 0.75% of the rental amount. By signing this Agreement, Customer agrees to pay this charge.

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## 16. REFUELING SERVICE CHARGE

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Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

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## 17. ENVIRONMENTAL SERVICE CHARGE

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Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the service charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Environmental Service Charge.

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## 18. DEPOSIT AND PAYMENT

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A. **DEPOSIT:** Customer's Credit Card will be charged a deposit for the estimated rental (up to 28 days) 24 hours in advance of the scheduled rental start time. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

B. **PAYMENT:** All remaining amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to United's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. ~~Customer and United agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%)~~

~~per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law.~~ Where permitted by law, United may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than United's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by United from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that United reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s), pickup or delivery charge(s), extended rental(s), rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse United for any Tax assessed that was attributable to Customer.

C.

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## 19. TITLE / NO PURCHASE OPTION / NO LIENS

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With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. Unless covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

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## 20. TIRE AND TUBE REPAIR OR REPLACEMENT

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Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

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## 21. DEFAULT

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Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should United anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, United may do any one or more of the following: (A) terminate the Rental Period; (B) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (C) cause United's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing the Equipment; or (D) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian,

receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

## 22. CUSTOMER'S INSURANCE COVERAGE

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (A) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (B) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and (C) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by United. Customer shall name United as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by United (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to United shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. ~~All insurance required by this Agreement shall include a waiver of rights of recovery against United or its insurers by the Customer and its insurers, as well as a waiver of subrogation against United or its insurers.~~ Int\_ The policies required hereunder shall provide that United must receive not less than 90 days' notice prior to any cancellation. Customer shall provide United with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME UNITED AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

## 23. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless United

approves otherwise in writing. United may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

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## 24. SERVICES PROVIDED IN CONNECTION WITH RENTAL OF EQUIPMENT

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The terms and conditions set forth in this Section 24 supplement the overall Rental Service Terms. All of the Rental Service Terms in this agreement apply to the specialty services listed below. In the event that there is a conflict between the overall Rental Service Terms and the terms and conditions of Section 24 below, the terms within Section 24 shall prevail.

A. **TRENCH SERVICES.** “Trench Services” may include the engineering, delivery and pickup of the trench/shoring system (the “System”). The System is to be used in complete accordance with any manufacturer’s tabulated data that is provided therefor. United makes no representation or warranty about, and shall not be responsible for, such data. If United provides an on-site observer (“the Observer”) to observe the installation of the System, neither the presence of the Observer at the jobsite nor the provision of the Trench Services by United shall relieve Customer, and Customer assumes full responsibility for, the construction means, methods, sequence, techniques and procedures necessary to use the Equipment, including but not limited to the assembly, installation, welding, maintenance, deflection, dewatering and removal of the System in accordance with the requirements of this Agreement, the Occupational Safety and Health Administration Act (OSHA) and all other applicable federal, state, and local laws, rules, regulations, and ordinances. Customer agrees that it shall be solely responsible to retain, at its sole cost and expense, a competent person to oversee the implementation of and approve, and ensure that, the assembly, installation, welding, construction, maintenance, deflection, dewatering and removal of the System, including field reviews thereof, is performed and completed by or on behalf of Customer in strict compliance with all applicable municipal, provincial, territorial and federal laws, ordinances and regulations or otherwise prescribed by local governing bodies or self-regulatory organizations.

B. **SCAFFOLDING SERVICES.** “Scaffolding Services” may include the installation and dismantling of scaffolding, including all parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall (i) provide a clean, unobstructed, and safe area to perform the Scaffolding Services; (ii) move planking, sidewall brackets, and guardrails as necessary for completion of the Scaffolding Services; (iii) install toe boards, mesh, and/or patch ties in holes; (iv) maintain and

use the Equipment in accordance with OSHA and all other applicable state and local regulations as well as the manufacturer's safety rules and instructions; (v) keep all persons (other than United employees) off and away from the Equipment during its erection and dismantling; (vi) take reasonable steps to protect all buildings, properties, and grounds, including but not limited to grass and landscaping; (vii) be solely responsible for providing all necessary and required fall protection to employees and others using the Equipment in compliance with OSHA regulations; and (viii) be solely responsible for determining if the ground, slab, roof, or structure(s) the Equipment is set upon is/are capable of supporting the loads, people, and materials used and placed upon the Equipment. In addition, Customer shall be responsible for obtaining all required permits necessary for the Scaffolding Services. Upon completion of the installation, Customer shall sign the Customer Acceptance Certificate provided by United.

**C. PORTABLE SANITATION AND FENCING SERVICES (to be provided by United's affiliate, Reliable Onsite Services).**

"Portable Sanitation Services" are optional and available upon request, and may include the periodic removal of domestic septic waste, cleaning of the portable restroom, holding tanks and other equipment, and the replenishment of supplies used with the equipment. When requested, Portable Sanitation Services will be provided once per week for the restrooms and for holding tanks. Additional servicing frequency is also available upon request and shall be charged on a per unit basis. If Reliable Onsite Services personnel are unable to service rest rooms and holding tanks or other equipment during regularly-scheduled service times, additional fees may be charged to return for such service. Upon request, Reliable Onsite Services may install or repair a connection to holding tanks for an additional fee. Customer shall not insert any hazardous materials in the rest rooms, holding tanks or other equipment, move the rest rooms, holding tanks or other equipment or attach any materials to the rest rooms, holding tanks or other equipment (including, but not limited to, tape, adhesives, posters, staples, mesh, etc.) without the prior written permission of Reliable Onsite Services. Customer is responsible for staking portable toilet units to the ground or otherwise securing units to immovable objects

"Fencing Services" may include the installation, relocation and removal of panel fencing and post-driven fencing. Additional fees may be charged for any fencing layout changes or extensions not part of the original quote. Customer is responsible for marking utilities for post-driven fencing, and maintaining the fencing once it is installed on site

For both Portable Sanitation Services and Fencing Services, Customer shall ensure that Reliable Onsite Services has access to the site for delivery and pick-up, and that the Equipment is accessible to Reliable Onsite Services personnel and located in a clean, unobstructed and safe area. With respect to delivery and pick-up of the Equipment, in the event that United, in its sole discretion, determines that it is unable to perform the Portable Sanitation Services or Fencing Services because Customer has not provided a secure and safe work environment, or if United determines in its sole discretion that delivery or pick-up of the Equipment may result in property damage, United reserves the right to refuse to provide the Portable Sanitation Services or Fencing Services without any liability whatsoever to Customer and Customer shall be responsible for any



increased costs incurred by United. If Customer requests United deliver or pick-up the equipment notwithstanding that United has advised Customer that property damage may occur, Customer hereby releases United from any and all liability for any such damage that may occur. Customer is responsible for obtaining any and all required permits necessary for Portable Sanitation and Fencing Services. Additional fees may be charged for damage, tip-overs, relocation of the rest rooms or fencing on the same site, and vandalism/graffiti.

D.

## D. FLUID SOLUTIONS SERVICES

i. "Fluid Solutions" means fluid storage, transfer, and/or treatment, and includes but is not limited to, the rental of Tanks, pumps, filtration, and any accessories, attachments, or other items delivered to Customer, as well as any ancillary services thereto. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Customer shall provide accurate measurements, specifications and any supporting documentation to assist in the Fluid Solutions Services as requested by United. Unless otherwise agreed to by the parties, Customer shall (i) have adequate lifting equipment on site to load and unload during set up and break down; (ii) insert, remove and maintain sewer pipe plugs and suction screens as necessary; (iii) provide any and all containment and required matting; (iv) obtain any and all rights of way, permits, and easements as necessary; (v) provide adequate staging areas, water sources, and access thereto; (vi) provide necessary controls of erosion, odor and traffic, including site restoration, as necessary; (vii) provide fueling and/or adequate power, including cable and an electrician, as necessary; (viii) perform daily inspection and maintenance of the Equipment during the Rental Period; and (ix) provide access at all times to the Fluid Solutions system and a clean, unobstructed and safe area to perform the Fluid Solutions Services.

ii. Scope of Services and Change Orders. The scope of services ("Scope") provided for each job shall be incorporated into the Agreement. Unless specifically agreed to in the Scope, Customer, at its cost and expense, shall obtain all required building and construction permits, inspections, or certificates, as well as any permissions and authority necessary to perform the Fluid Solutions Services. If the type of liquid, including its constituents and other characteristics (for example, viscosity, turbidity), the volume or the rate of flow (whether due to weather or other factors not specifically under United's control), or any other material information on which United relied when designing the Fluid Solutions Services materially change at any time, United shall notify Customer and request an emergency change order ("Emergency Change Order"). Customer acknowledges that, due to the nature of the Fluid Solutions Services which are tailored to specific information and data, in the event of such material change, it is imperative that Customer immediately respond to any request for Emergency Change Order to avoid a spill or other incident. Therefore, Customer shall designate one or more authorized representatives who will be available to United 24/7/365 to respond to such requests. Customer agrees that the verbal or written approval (whether by email or text or other document) of such designated representative shall be binding and shall be subject to the terms and conditions set forth in the Agreement. Further, if Customer's authorized representative does not immediately respond to such request, Customer agrees that United, in its sole discretion, may take the action it deems most effective to mitigate any spill, incident or accident and Customer further waives the right to

contest such action, agrees that United shall not be liable to Customer in connection with such action, and Customer shall be responsible for the additional costs incurred thereby.

iii. Specialty Media. Specialty Media shall be deemed purchased under this Agreement on an AS-IS, WITH ALL FAULTS basis and is non-refundable once delivered to Customer. At the expiration of the rental period, Customer is responsible for emptying and disposing of all Specialty Media in compliance with applicable law. Any spent Specialty Media Customer generates is subject to disposition facility acceptance testing, at Customer's sole cost and expense. The disposition facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposition. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposition facility, use of an alternate disposition facility may result in additional cost and Customer shall pay said additional cost. Customer shall provide any and all information required by the disposition facility or to United, related to the evaluation of the acceptance of spent Specialty Media.

E. **POWER AND HVAC.** "Power and HVAC Services" may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades. Customer hereby consents to United's use of a third-party technician to perform installation and hook-up services of the Equipment, if Power and HVAC Services are requested by Customer. Unless otherwise agreed to in writing by the parties, Customer shall (i) perform daily inspection and maintenance of all Equipment during the Rental Period; (ii) decontaminate Equipment of any chemical or hazardous fluids; (iii) obtain all necessary permits and regulatory inspections; (iv) replace dirty air filters on all air handlers and air conditioners; (v) load and unload all rental Equipment from trailers (if applicable); (vi) remove all fuel from any supplemental tanks prior to Equipment decommissioning; (vii) fuel and/or refuel all generators, boilers or fuel tanks with #2 fuel oil; (viii) check and record oil levels in generator daily; (ix) allow United to perform service every 250 hours on all Equipment; and (x) furnish a qualified electrician to connect and disconnect Equipment to utility power.

F. **TOOL SERVICES.** "Tool Services" may include tool tracking services, tool tracking software, utilization data (via printed/electronic reports), an on-site technician to manage tools and other equipment, and a tool room, if needed. Unless otherwise agreed to by the parties, Customer shall (i) provide a safe location for the trailer where it can be housed for the duration of the project; (ii) provide power to supply electricity to the trailer (generator or plant power); (iii) install scaffolding around the trailer if the site does not make use of the trailer's stairs; (iv) supply United with information regarding access requirements, including but not limited to, site-specific



classes, drug testing requirements, fatigue day rules, etc., prior to delivery; (v) supply United with a list of personnel authorized to check-in and check-out tools and/or allowed to request addition/removal of inventory.

## G. VEHICLE RENTAL

**i. Accidents, Theft and Vandalism.** Customer must promptly and properly report any accident, theft or vandalism involving the Vehicle to United and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer or any Qualified Operator receive any papers relating to such an incident, those papers must be promptly given to United. Customer and any Qualified Operators must cooperate fully with United's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, UNITED. Customer and any Qualified Operators authorize United to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

**ii. Third Party Charges.** Taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to United.

**iii. Cleaning.** Upon return, if the Vehicle in United's discretion requires more than United's standard cleaning, United will charge Customer a minimum of \$250 for professional cleaning.

**iv. Smoking.** United maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the vehicle. If the Vehicle has an odor or is soiled from smoke or vapor of any kind, United will charge a minimum of \$250 for odor removal.

**v. Recovery Costs.** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by United in recovering the Vehicle (i) under this Rental and Service Agreement; or (ii) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer, any Qualified Operator or any other operator with Customer.

**vi. Lost Keys/Key Fobs/Lockouts.** If Customer loses the Vehicle's keys, key fobs, or toll transponder, United will charge Customer for the actual cost of replacing the item, a \$60 fee for United's out-of-pocket administrative costs for replacing lost toll transponders, and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer or Qualified Operator locks the keys and/or key fobs in the Vehicle and requests assistance from United, United may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.

**vii. Parking and Traffic Violations.** CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC

VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF \$20.00 WHICH IS THE AMOUNT OF UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION, AND EXPENSES RELATED THERETO, IS RECEIVED BY UNITED, AND MAY BE CHARGED AT A LATER DATE.

viii. **Tolls, Violations and Fees.** CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF \$3.30 TO COVER UNITED'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE TOLL OR TOLL VIOLATION INCURRED, AND EXPENSES RELATED THERETO, IS RECEIVED BY UNITED, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.

ix. **Mileage Charges; Additional Mileage Charges.** For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles in excess of the specified number (the "Additional Mileage Charge") upon the return of the Vehicle. The Additional Mileage Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or Telematics Device (as defined below in Section 24(H)) (if applicable) by the charge per mile. The allowable number of miles per billing cycle and the rate for Additional Mileage Charges will be reflected in the Rental agreement, purchase order and/or similar documents.

x. **Other Charges; Miscellaneous.** Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to United or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to United.

xi. **Vehicle Tracking Telematics; Return of Vehicle.**

(a) IN ORDER TO TRACK THE LOCATION OF VEHICLES THAT HAVE NOT BEEN TIMELY RETURNED, SOME VEHICLES MAY HAVE ELECTRONIC SERVICE TECHNOLOGY AND/OR TELEMATICS DATA COLLECTION, TRACKING AND/OR RELATED SERVICES SUCH AS A TELEMATICS DEVICE AND/OR CAMERAS LOCATED INSIDE AND/OR OUTSIDE THE VEHICLE (COLLECTIVELY "VEHICLE TRACKING DEVICES"), IN WHICH CASE, CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES (AND ANY DATA THAT MAY BE STORED IN CONNECTION THEREWITH) ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR THE VEHICLE TRACKING DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY

PRACTICES THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTIES SET FORTH IN SECTION 9 OF THIS AGREEMENT WILL NOT APPLY TO VEHICLE TRACKING DEVICES AND UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO VEHICLE TRACKING DEVICES. SPECIFICALLY, UNITED DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO VEHICLE TRACKING DEVICES.

(b) UNITED HAS NO OBLIGATION TO DELETE OR REMOVE ANY TELEMATICS OR OTHER DATA THAT MAY BE CAPTURED ON ANY VEHICLE TRACKING DEVICE OR VEHICLE RETURNED TO UNITED, WHICH MAY BE STORED AND HELD IN SUCH VEHICLE INDEFINITELY. IN CALIFORNIA: VEHICLE TRACKING DEVICES INCLUDED IN THE VEHICLE MAY BE ACTIVATED OR USED IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE. FOR RENTALS COMMENCING IN ARIZONA, IT IS REQUIRED BY LAW THAT CUSTOMER BE NOTIFIED THAT IT WILL BE A VIOLATION OF ARIZONA STATUTE 13-1806 IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT CUSTOMER SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US \$150,000 AND/OR IMPRISONMENT OF 2.5 YEARS. FOR RENTALS IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT CUSTOMER BE NOTIFIED THAT IF IT FAILS TO RETURN A RENTAL VEHICLE IN ACCORDANCE WITH THE NORTH AMERICAN TERMS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL. FOR RENTALS IN CANADA, IF AFTER 30 DAYS, UNITED IS UNABLE TO RECOVER THE VEHICLE, THE VEHICLE SHALL BE DEEMED TO BE UNLAWFULLY CONVERTED TO CUSTOMER'S USE, AND UNITED MAY EXERCISE ITS LEGAL RIGHTS TO REMEDY THE THEFT OF THE VEHICLE. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO OBJECT TO THE STEPS TAKEN BY UNITED TO RECOVER A VEHICLE DEEMED TO BE UNLAWFULLY RETAINED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THIS NOTICE REGARDING THE CONSEQUENCES OF FAILING TO RETURN THE VEHICLE SET FORTH IN THIS SECTION.

xii. **Remote Drop Off Service Fee.** A Remote Drop Off Service Fee will be applied if Customer returns the vehicle to a different location from its originating location. The fee will be calculated based on factors including the type of vehicle, time of year, and United's cost in transporting the vehicle from the return location. The charge will be disclosed when Customer notifies United that Customer is returning the vehicle to a different location than where the vehicle originated. This fee can be avoided by returning the vehicle to its originating location.

xiii. **Customer Installation of Monitoring or Tracking Devices on Equipment.** In certain cases, United may be willing to provide prior written consent to Customer to install, or cause to be installed, Customer-supplied or Customer-sourced dashboard cameras, telematics equipment and devices, and/or other digital and audio recording or tracking devices (collectively, "Customer Devices") in the Vehicle. Customer is solely responsible for reviewing and procuring any necessary services and hardware and software required to operate such Customer Devices, including but not limited to Internet connectivity. In cases where Customer installs, or causes to be installed, a Customer Device on any Vehicle, Customer shall indemnify, defend, and hold United harmless for any liability, claims, losses, and/or damages incurred as a result of Customer's actions or inactions including, but not limited to, those arising from or relating to: (i) actual or alleged bodily or personal injury to or death of any person; (ii) damage to or loss of use of the Vehicle and/or property of United, Customer or any third party; (iii) any contractual liability owed by Customer to a third party; (iv) any breach of, or inaccuracy in, the covenants, representations,

and warranties made by Customer under the Agreement; (v) any violation by Customer or its vendors of any ordinance, regulation, rule, or law of the United States or any political subdivision or duly constituted public authority; or (vi) any lien or encumbrance arising out of or in connection with performance of Customer's obligations under the Agreement.

xiv. **Routine Maintenance/Daily Inspections.** Unless otherwise agreed to in writing by the parties, Customer shall perform Routine Maintenance (as defined herein) and daily inspections on the Vehicle during the Rental Period. "Routine Maintenance" is defined as the replacement of consumable items such as motor oil, radiator coolant, brake fluid, power steering fluid, wiper blades, filters, and brake pads. Routine Maintenance shall be conducted in accordance with the manufacturer's specifications. When Routine Maintenance is required, Customer shall take Vehicle to one of United's approved service vendors. Contact your United representative for a list of approved vendors.

xv. **Electric Vehicle Rental.** In addition to (and not in lieu of) Sections 24(G)(i) through (xiv), the following terms apply to EV rentals:

(a) EVs may collect information regarding the range of the EV's battery life, but such range calculations are provided for general informational purposes only and are not guaranteed to be accurate or complete. It is Customer's responsibility to maintain an adequate EV battery charge of at least twenty percent (20%) at all times to ensure the EV can be brought to a station for recharging and, at the end of the Rental Period, to a Store Location. The range and battery life of an EV is subject to change due to a number of factors such as weather, temperature, towed objects, and driving conditions outside United's control. Customer is responsible for the cost of any tow if the EV is not drivable due to a low battery. Customer is not authorized to call a private tow. All towing must be arranged through United.

(b) At the end of the Rental Period, Customer is required to return the EV with a minimum battery charge of twenty percent (20%).

(c) For recharging during the Rental Period, Customer is responsible for all costs, services and fees incurred at any charging and/or supercharger stations. Customer may charge the EV at any station, private or public, at Customer's own cost. Customer is responsible for any damages, fees, fines, or penalties occurring at or associated with the use of charging stations.

(d) Subject to Ford's Blue Oval Network terms and conditions, United's Ford EVs may be able to access Ford's Blue Oval Charging Network (the "BOCN").

(1) In some cases, Customer may be required to register for access to the BOCN and incur a fee at certain BOCN locations. Customer is responsible for all registration (including but not limited to Customer's acceptance of and compliance with any terms and conditions and privacy policy required for access) and other fees charged by Ford or a third party charging station.

(2) In situations where Customer uses a BOCN charging station to recharge the EV during the Rental Period and that cost and any other costs incurred at the charging station are billed by the BOCN to United rather than Customer, such charges will be billed to Customer along with a Recharging Service Charge. As used herein a "Recharging Service Charge" means a flat fee of \$1.00. The Recharging Service Charge will be billed to Customer each time Customer charges the vehicle at a BOCN charging station and United is billed for such recharging. The purpose of

the Recharging Service Charge is to cover United's administrative costs for managing the BOCN service. CUSTOMER AGREES TO PAY THE RECHARGING SERVICE CHARGE IN CASES WHERE UNITED IS BILLED FOR CUSTOMER'S USE OF THE BOCN AND SUCH CHARGE IS PASSED THROUGH BY UNITED TO CUSTOMER. Depending on when they are received from the BOCN, the costs of recharging and the Recharging Service Charge may be billed later due to processing time.

(e) Battery charging limit on an EV shall be set at ninety percent (90%) maximum.

(f) Any EV accessories including, but not limited to, charging cord(s) and plug adaptor(s) provided by United with the EV are Customer's responsibility. If any EV accessories are lost, stolen or damaged, it is the Customer's responsibility to immediately notify United so the EV accessory can be replaced at Customer's cost and expense. Customer is responsible for returning the key fob and all other accessories provided with the EV to United at the end of the Rental Period and Customer will be charged for any EV accessories that are lost, stolen or damaged or otherwise not returned to United with the EV.

#### **H. USE OF TELEMATICS DEVICES, DASH CAMS, AND CUSTOMER DEVICES.**

included with Customer's Equipment rental, Customer may access and use certain United-approved and supplied telematics devices (the "Telematics Device(s)") and/or United supplied dashboard cameras and/or digital and audio recording devices (the "Dash Cam(s)"). Telematics Devices and/or Dash Cams may include, but are not limited to, on-equipment devices, wearable devices, and any other telematics and/or recording devices, related accessories, and the Management System (as defined below), but shall exclude any Customer Devices or third-party portal or management tool not operated, approved or supplied by United. Certain Telematics Devices and/or Dash Cams provide on-demand access management to United Equipment and Vehicles and may be able to be configured through a web-based management system provided by United (the "Management System"). Certain hardware and software requirements, and access to the Internet, may be required to use Telematics Devices and/or Dash Cams.

- i. **Database Information; Management System.** Prior to using a Telematics Device or Dash Cam and in connection with use of the Management System, Customer shall provide United with all information requested by United in each case, which may include, but is not limited to, any contact and other information related to any Qualified Operators that may use a Telematics Device or Dash Cam (the "Database Information"). Customer will use reasonable efforts to not provide identifiable information and otherwise anonymize or pseudonymize



Database Information as practicable. Upon mutual agreement of the parties, if possible, United shall populate the Management System with such Database Information, and, after population, shall provide Customer with limited access to the Management System. Customer shall review the Database Information in the Management System promptly for accuracy and shall immediately notify United of any errors or inaccuracies in the Database Information. If Customer fails to notify United of any errors in the Database Information within seven (7) days after access to the Management System is granted to Customer, such information will be deemed accurate and correct. United will not monitor any changes made by Customer to any Telematics Device, the Management System and/or the Database Information. Customer is solely responsible for any changes to the Database Information and/or any other information contained in the Management System after access to the Management System is granted to Customer. United shall have no obligations to provide a portal or management tool with respect to Customer Devices. United shall have no obligation to access, populate, monitor and/or make changes to any such third-party platform.

- ii. **Telematics Device and Dash Cam Overview.** Prior to using a Telematics Device or Dash Cam, United may (if applicable, in United's sole discretion) review certain features and functions of the Telematics Device and/or Dash Cam with the Customer. Any use of the following is at the Customer's sole risk: (a) a Telematics Device or Dash Cam by unauthorized personnel (including operators that are not Qualified Operators); (b) any part or feature or functionality of a Telematics Device or Dash Cam not reviewed with the Customer by United (if review with United is available and applicable); (c) a Telematics Device or Dash Cam in a manner inconsistent with the Documentation (as defined below); or (d) any Customer Device, including any accompanying portals or platforms.

~~CUSTOMER WAIVES AND RELEASES UNITED FROM ALL LIABILITY RESULTING FROM THE USES IDENTIFIED IN THIS SECTION 24(H)(ii)(a) (d) AND WILL INDEMNIFY, DEFEND AND HOLD UNITED HARMLESS AGAINST ANY AND ALL DAMAGES OF WHATEVER KIND INCURRED BY UNITED IN CONNECTION WITH SUCH USE.~~

Customer is solely responsible for preventing unauthorized use of Telematics Devices, Dash Cams, and Customer Devices it has rented or that are included with Equipment it has rented from United, including but not limited to preventing use of any part or feature or functionality of each Telematics Device or Dash Cam not reviewed with the Customer by United, as applicable. Customer shall not disable or circumvent, or attempt to disable or circumvent, any part of a Telematics Device or Dash Cam

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or the corresponding use and time limitations established in the Management System.

- iii. **Documentation.** United may provide reference guides, manuals, and other documentary information, either in writing or electronically, in connection with a Telematics Device, Dash Cam or Customer Device ("Documentation"). Customer's use of a Telematics Device, Dash Cam or Customer Device shall be in strict compliance with the Documentation.
- iv. **Other Entities.** Customer may allow other entities to use a Dash Cam, Telematics Device and/or the Management System, provided that such entities are Qualified Operators, have reviewed the use of the Dash Cam and/or Telematics Device with United personnel, and have reviewed the relevant Documentation. Customer shall be fully and solely responsible for the acts and omissions of such other entities, and of persons directly or indirectly employed by any of them, as Customer is for the acts or omissions of itself and persons directly employed by Customer. Nothing herein shall create any contractual relationship between United and any entities or persons other than Customer.
- v. **Support and Maintenance.** United shall provide certain maintenance and support services to Customer, including delivery of technical information, consulting, cooperation and assistance as may be reasonably necessary with respect to Telematics Devices and Dash Cams, provided that Customer has timely paid to United any amounts due under this Agreement and is not otherwise in breach of this Agreement. United may assist Customer regarding use of the Management System, at Customer's reasonable request, within commercially reasonable timeframes and subject to sufficient cooperation by Customer. Customer is solely responsible for verifying any changes made in the Management System and for promptly ensuring and confirming the accuracy of such changes. Customer waives and releases United from any liability regarding changes made at Customer's request and for any delay in making requested changes.
- vi. **Access to Data.** In connection with the provision of Telematics Devices, Dash Cams and Customer Devices, United may access data, which may include personal information including precise geolocation and/or biometric data, which is held on or collected by Telematics Devices, Dash Cams and/or Customer Devices and United may use and disclose such data in order to improve its products, business and services. Data provided by Customer to or collected by

the Telematics Devices, Dash Cams or Customer Devices may be accessed, collected, used or disclosed by United for such purposes. United's privacy policy, which describes how United collects, uses and shares data is located at <https://www.unitedrentals.com/legal/privacy-policy>. TELEMATICS DEVICES OR DASH CAMS AND, AS APPLICABLE, CUSTOMER DEVICES, MAY RETAIN DATA AFTER BEING REASSIGNED TO SUBSEQUENT CUSTOMERS. CUSTOMER SHALL PROVIDE ALL REQUIRED NOTICES AND OBTAIN ALL REQUIRED CONSENTS AS MAY BE REQUIRED UNDER ANY APPLICABLE LAW OR CONTRACT FROM ITS EMPLOYEES, CONTRACTORS OR OTHER QUALIFIED OPERATORS TO PERMIT CUSTOMER AND/OR UNITED'S COLLECTION AND USE OF DATA UNDER THIS SECTION AND AS OTHERWISE PROVIDED IN THIS AGREEMENT. United may, but has no duty to, review such data, and shall not be required to monitor, assess, or notify Customer of any trends or other issues associated with such data. Customer is solely responsible for: (a) monitoring use of the Telematics Devices, Dash Cams and Customer Devices; and (b) reviewing and reacting to any trends or other issues present in data or behavior reflected by such data.

vii. **Termination of Access.** United reserves the right to terminate Customer's access and use of a Customer Device, Telematics Device, and/or Dash Cam at any time, in United's sole discretion. Upon termination of access, Customer shall not attempt to use or access such Customer Device, Telematics Device or Dash Cam. Termination of access may result in loss of data.

viii. **Prohibited Applications.** Telematics Devices are not designed or intended for use in connection with the following: (a) aeronautic or aerospace applications; (b) nuclear and other high-risk facilities; (c) transportation systems or the delivery of oil, natural gas, or any other combustible liquid or gas; or (d) any other application in which the failure of a Telematics Device could lead to personal injury, death or other material consequence (the "Prohibited Applications"). The removal, alteration, or modification of Telematics Devices or Dash Cams shall also be considered Prohibited Applications. Customer shall not use Customer Devices, Telematics Devices or Dash Cams for or in connection with any of the Prohibited Applications, unless authorized by the express written approval of an executive officer of United. United is not liable, in whole or in part, for any claim or damage arising from any use of the of Customer Devices, Telematics Devices or Dash Cams in connection with any Prohibited Applications even if United has authorized such use or has been



informed in writing (or otherwise) of such usage. ~~CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, AND LIABILITIES ARISING OUT OF ANY SUCH PROHIBITED APPLICATIONS OF THE CUSTOMER DEVICES, TELEMATICS DEVICES OR DASH CAMS.~~ Int\_\_\_\_\_

**I. THE WEDGE SYSTEM.** If included with Customer's Equipment rental, Customer may access and use a remote monitoring system that consists of a gateway and various wireless sensors that allow for remote monitoring (the "Wedge System", which shall be deemed Equipment under this Agreement) and which may include optional features such as (i) thermocouple adapters (the "TCA"), (ii) a control box device (the "Smart Heater Control Box") that may be connected to a Heater (as defined below) through its thermostat receptacle, (iii) login credentials to a secure website that may be accessed via Customer's network (the "Software"), and (iv) documentation describing the operation of the Smart Heater Control Box and Software (the "Smart Heater Documentation" and collectively with any related hardware documentation, the "Wedge System Documentation") that permit remote monitoring, and start-up/shutdown of a Heater (the Heater, the Smart Heater Control Box and the Software collectively, the "Smart Heater System" and shall be deemed part of the Wedge System, if applicable) and to the extent that the Customer elects to rent the Smart Heater System, such components will only be used in connection with space heaters manufactured by third parties that United has rented (or has agreed, or is agreeing, to rent) to Customer under the Rental and Service Agreement (each, a "Heater").

**i. Operation of the Wedge System; Maintenance.** Customer shall ensure that the Wedge System is operated only by employees of Customer (or, if Customer is an individual, only by Customer) who have received training and instruction from United in the safe operation of the Wedge System ("Authorized Operators"). The Wedge System is certified for indoor use only but may be used outdoors in connection with the requirements of Section 24 of this Agreement and the Wedge System Documentation. Customer shall ensure that no one other than United alters, repairs, opens or modifies any Wedge System components, except that Customer may use any "reset" button on a Smart Heater Control Box to reset the Smart Heater Control Box. United is under no obligation to inspect the Wedge System or the Heater but United may, at its sole discretion, inspect any component of the Wedge System (and in the case of a

Smart Heater Control Box, if applicable, the Heater to which it is connected) at any time, wherever located.

- ii. **Warnings; Appropriate Signage.** Customer shall ensure that each Authorized Operator: (1) takes all requisite training; and (2) operates the Wedge System in accordance with all such Wedge System Documentation, training and warnings. Customer shall also be responsible for and agrees to post United-provided warning signs for as long as any of the Wedge System components are at the worksite. Customer shall not operate the Wedge System without ensuring that appropriate warning signs are posted.
- iii. **Temperature Measurement Tool.** As additional functionality within the Wedge System (and as described in the Wedge System Documentation), United provides a temperature measuring tool, which may assist in estimating the temperature of poured concrete, installed roofing or other objects at a worksite (the "Temperature Measuring Tool"). Customer acknowledges and agrees that (a) estimations of temperature provided by the Temperature Measuring Tool are for informational purposes only and may not be accurate or complete; (b) the Temperature Measuring Tool is not calibrated to meet any compliance requirement, including but not limited to ISO 9001; (c) Customer's installation of the TCA and wireless sensors (and the type and length of cable selected by Customer) may contribute to inaccuracy of the Temperature Measuring Tool; (d) the Temperature Measuring Tool is an estimating technique and not a substitute for any destructive testing (i.e. break tests) that may be required by the American Society for Testing and Materials ("ASTM") or any applicable law or regulatory requirement; and (e) Customer will independently verify the strength of any concrete measured with the Temperature Measuring Tool, monitor such concrete's ongoing strength independently, and comply with the ASTM standards and applicable law and regulatory requirements at all times. The Temperature Measuring Tool is not a substitute for compliance with the ASTM or any other standard and may not be used to meet or satisfy any industry, legal or other regulatory requirement.
- iv. **Software Access Right; Raw Data.** Subject to this Agreement, United grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access the Software through a web portal via Customer's computers or Customer's employees' personal computers for use and testing in combination with the Wedge System located at the worksite during the term of this Agreement. Customer acknowledges that United will obtain incidental

information about the worksite and the functionality of the Wedge System at the worksite in connection with Customer's use of the Wedge System ("Raw Data"). United shall retain ownership of all Raw Data and all data, concepts, products, services, software, intellectual property and other rights arising from or related to United's or its affiliates' use, analysis, research and development of Raw Data. United may use Raw Data to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation.

- v. **System Control; Customer Obligations.** During the term of this Agreement, except as otherwise expressly provided in this Agreement, Customer has and will retain sole control over the operation and management of, and all access to and use of, the Wedge System, and sole responsibility for all access to and use of the Wedge System by any person by or through the Customer's systems (if applicable) or any other means controlled by Customer. Customer shall at all times during the term of this Agreement: (1) set up, maintain, and operate in good repair the Customer systems on or through which the Wedge System is accessed; (2) provide United all cooperation and assistance including its personnel with such access to Customer's premises and Customer systems as is reasonably necessary for United to perform its obligations; (3) perform active monitoring of the Wedge System with no less care and diligence than a reasonably prudent operator of commercial heaters or other equipment would perform with respect to heaters or other equipment without remote operations; (4) ensure that all information placed into the Software is accurate and complete, and assume any risk of liability or inaccuracy due to inaccurate information; (5) notify United immediately if it learns of any unauthorized use or breach of security of the Wedge System; and (6) not permit any other person to access or use the Wedge System except as expressly permitted by this Agreement.
- vi. **Restrictions.** Customer shall be solely responsible for the use of the Wedge System and ensuring that any Authorized Operators of the Wedge System comply at all times with the Wedge System Documentation. Customer shall not (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Smart Heater Control Boxes or Software or any other component of the Wedge System to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (b) bypass or breach any security device or protection used by or with the Smart Heater Control Boxes or the

Software or any other component of the Wedge System; (c) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are inaccurate, unlawful or injurious, or contain, transmit, or activate any harmful code; (d) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software or any other component of the Wedge System; (e) access or use the Wedge System for purposes of competitive analysis of the Wedge System, the development, provision, or use of a competing software service or product or any other purpose that is to United's detriment or commercial disadvantage; or (f) otherwise access or use the Wedge System beyond the scope of this Agreement.

- vii. **Suspension of the Software.** Notwithstanding anything to the contrary in this Agreement, United may suspend Customer's access to the Software if United reasonably determines that: (a) there is a threat or attack on the Software, the Wedge System or any infrastructure related to the Software; (b) Customer's or any Authorized Operator's use of the Software disrupts or poses a security risk to the Software, the Wedge System, any intellectual property or infrastructure related to the Software, or to United or its other customers or vendors; (c) Customer, or any Authorized Operator, is using the Software for fraudulent or illegal activities; (d) United's provision of the Software to Customer or any Authorized Operators is prohibited by applicable law; or (e) Customer otherwise breaches this Agreement. United will use commercially reasonable efforts to provide written notice of any such suspension to Customer and to provide updates regarding resumption of access to the Software following any suspension. United will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized Operator may incur as a result of any suspension.
- viii. **Intellectual Property.** As between the parties, United retains all right, title, and interest, including any intellectual property rights, in and to the Wedge System and any enhancements and improvements to, and any derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to the Wedge System. If Customer or any of its employees or contractors sends or transmits any communications or materials to United suggesting or recommending changes to the Wedge System, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "Feedback"), United shall own and is free to use such Feedback, including all moral rights in and to

the Feedback which Customer hereby assigns to the United without further act or formality or any additional consideration, irrespective of any other obligation or limitation between the parties governing such Feedback.

**J. STORAGE AND OFFICE SOLUTIONS SERVICES.** “Storage and Office Solutions Services” may include the delivery, installation and removal of storage containers, ground level offices, office trailers, modular buildings, tent and fabric building structures and parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall (i) provide unobstructed ingress and egress to the area where the Equipment will be located and provide a level, accessible, secure and safe area that will bear the weight of the Equipment where United will perform the Storage and Office Solutions Services; (ii) not move or allow others to move the Equipment without United’s prior written consent; (iii) not affix or anchor the Equipment to the ground or any structure unless specifically authorized by United; (iv) use and maintain the Equipment in good repair and working order (in accordance with applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, the Occupational Safety and Health Act (“OSHA”), as well as the manufacturer’s safety rules and instructions); (v) furnish any parts, mechanisms and devices required to keep the Equipment in good mechanical working order, including but not limited to plumbing (including winterization), HVAC and electrical systems (including replacement of air filters and lightbulbs); (vi) pay for and provide United with the location of all utility connections and hookups; (vii) keep all persons (other than United employees) off and away from the Equipment during its delivery, installation and removal; (viii) be responsible for obtaining all required permits necessary for the Storage and Office Solutions Services; (ix) not store any hazardous materials in the Equipment; (x) remove all locks from the Equipment at the end of the rental term; (xi) ensure that the Equipment is clean and empty at the time of removal; and (xii) reimburse United for all missing Equipment and for the costs of repair as stated in Section 11 of these Rental and Service Terms. With respect to any personal property in or on the Equipment, United is not a bailee or warehouseman of Customer’s, or any other person’s, personal property. United expressly disclaims any custody, control, or responsibility for the care of Customer’s, or any other person’s, personal property. Customer must take any steps necessary for safeguarding personal property. Under no circumstances are United or its agents responsible for any personal property that may be lost, stolen, or damaged. United may, but is not required to, lock or otherwise secure the Equipment, and Customer’s access to the Equipment may be limited or conditioned in any manner deemed reasonably



necessary by United. With respect to (i) above, in the event that United, in its sole discretion, determines that it is unable to perform the Storage and Office Solutions Services because Customer has not provided a secure and safe work environment, United reserves the right to refuse to provide the Storage and Office Solutions Services without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by United.

K. **AUTONOMOUS EQUIPMENT.** When Customer rents autonomous or self-guided (by software or otherwise) equipment ("Autonomous Equipment") pursuant to this Agreement, Customer's use of such Autonomous Equipment is subject to the Autonomous Equipment manufacturer's terms and privacy policy. Autonomous Equipment and its associated software collect, use, and disclose information, including personal information and other information regarding the use and operation of the equipment (collectively, "Autonomous Equipment Data"), and such disclosure may be made to the manufacturer of the autonomous equipment or other parties, including United. As between the parties, United retains all right, title, and interest, including any intellectual property rights, in and to all Autonomous Equipment Data, and any enhancements and improvements to, and any derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to Autonomous Equipment Data.

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## 25. ENTIRE AGREEMENT / ONLY AGREEMENT

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These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both United and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

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## 26. ORDER OF PRECEDENCE

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~~These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by United. In the event that United signs Customer's purchase order or similar document, such signature shall be~~ **Int**

~~solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.~~

## 27. CLASS ACTION WAIVER



~~Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue United as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class action lawsuit against United. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.~~

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## 28. JURY WAIVER



~~The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on United, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.~~

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## 29. OTHER PROVISIONS



(A) Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against United as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

~~(B) Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by United in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.~~

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(C) Customer shall pay the rental charges without any offsets, deductions or claims.

(D) Customer consents to the collection, use and disclosure of their personal identification and financial information as described herein and in United's Privacy Policy located at <https://www.unitedrentals.com/legal/privacy-policy>. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date

of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with United and for United to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties that support United's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

(E) United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (iii) as otherwise set forth in this Agreement.

(F) If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

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## 30. CRIMINAL WARNING

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The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

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## 31. GPS TRACKING

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Customer and United each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment (including through or utilizing Telematics Devices). Customer agrees that United owns the data described in this paragraph and may use such data, including GPS data, in accordance with United's Privacy Policy located at <https://www.unitedrentals.com/legal/privacy-policy>. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit United's collection and use of data under this Section 31.

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## 32. FORCE MAJEURE

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Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

## 33. CHANGES TO THE RENTAL AND SERVICE TERMS



~~United reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date below and will be effective immediately upon public posting on United's website. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.~~ **Int\_\_\_\_\_**

### Corporate Info

100 First Stamford Place  
Ste 700  
Stamford, CT 06902  
United States

203.622.3131

Contact Us

Corporate Fact Sheet

### Additional Support Options

Location Finder

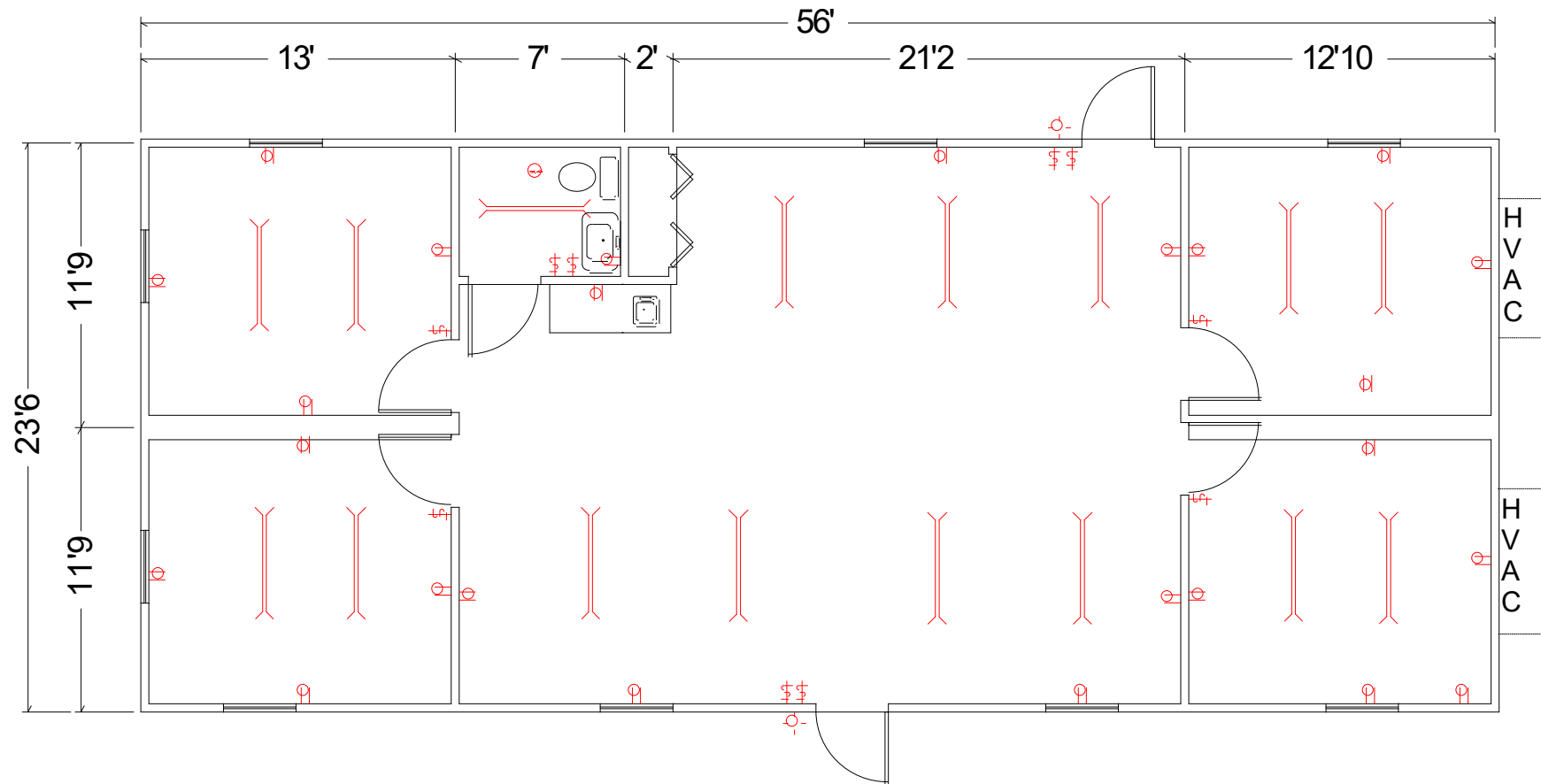
Credit Application

Downloadable Catalogs

### Manage Your Account

Total Control Sign In

UR Control Sign In



- 2460 Modular Office (4' Hitch on Each Module)
- (2) 100 or 125 Amp Electrical Service, 120/240 Volt, Single Phase, 3-Wire, 60 HZ
- Central Heating and Air Conditioning
- Aluminum Exterior Siding and Trim
- Dead-Bolts and Security Latch Guards on Rear Door
- Drain Valve on Water Heater and Main Water Line
- Commercial Block Tile Flooring
- ¼" Birch Hardwood Paneling
- ADA Compliant Restroom
- Central Conference Area with Coffee Bar
- Exterior Lights for Night Security
- Horizontal Sliding Windows with Insect Screens
- Closet with Hanging Bar and Shelf

*Floor plans are not drawn to scale. There may be slight variations in floor plans, furnishings, and dimensions. Please call to confirm availability.*



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-204

**Agenda Date:** 4/14/2025

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**TITLE:**

Resolution - Conveyance of Surplus Vehicle

**INFORMATION CONTACT:**

Jon Williams, Emergency Services, Fire Marshal, 704-296-4296

**ACTION REQUESTED:**

Adopt Resolution Authorizing Conveyance of Certain Union County Surplus Property to Lanes Creek Volunteer Fire Department.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Lanes Creek Volunteer Fire Department has requested vehicle 18-15, a 2015 Chevrolet Silverado that was assigned to the Fire Marshal's Office. The Fire Marshal's Office has replaced the vehicle, and it is no longer in service. Lanes Creek Volunteer Fire Department will use the vehicle to transport command staff for administrative tasks, training and emergency response.

**FINANCIAL IMPACT:**

None.

**RESOLUTION AUTHORIZING CONVEYANCE OF CERTAIN UNION COUNTY  
SURPLUS PROPERTY TO LANES CREEK VOLUNTEER FIRE DEPARTMENT,  
INC.**

WHEREAS, Union County is the owner of a 2015 Chevrolet Silverado identified by Union County vehicle number 18-15 (the “Vehicle”); and

WHEREAS, Union County desires to declare surplus and donate the Vehicle to Lanes Creek Volunteer Fire Department, Inc., a non-profit corporation organized under the laws of the State of North Carolina; and

WHEREAS, pursuant to North Carolina General Statutes § 160A-280, Union County is authorized to donate to a nonprofit organization incorporated by one of the United States any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused;

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of Commissioners as follows:

1. The Subject Property is hereby declared surplus.
2. The County Manager is authorized to convey the Subject Property to Lanes Creek Volunteer Fire Department, Inc. in accordance with G.S. § 160A-280, and to execute such documents of conveyance as may be necessary to transfer ownership of the Vehicle.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

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Lynn G. West  
Clerk to the Board

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Melissa Merrell  
Chair, Union County Board of Commissioners



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

**File #:** 25-201

**Agenda Date:** 4/14/2025

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### **TITLE:**

Resolution - Surplus Vehicle Sale

### **INFORMATION CONTACT:**

Cheryl Wright, Procurement & Contract Management, Director, 704-283-3563

### **ACTION REQUESTED:**

Adopt Resolution Authorizing Surplus Property Sale by Internet Auction which 1) declares the property itemized on Attachment A as "Surplus" to the needs of Union County, 2) authorizes sale at electronic auction of the surplus property described in Attachment A as per the terms and conditions as specified in the online auction service provider contract, and 3) authorizes the Procurement Director or her designee to execute any and all documents necessary to transfer title to said property on behalf of Union County.

### **BACKGROUND:**

North Carolina General Statutes allow the disposition of personal property by local governments through a variety of means including private negotiations and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In 2001, the legislature amended the Statues to provide for disposition of property through electronic auction.

The sale will begin April 15, 2025, at 9:00 AM and end April 25, 2025, with incremental closings as indicated on Attachment A.

The vehicles are to be picked up at 610 Patton Avenue, Monroe, NC with the following terms of sale:

1. Sale to the highest bidder with all sales final.
2. All items sold "as is" with no warranty, expressed or implied, which extends beyond the description of the item.
3. Purchasers must remove vehicles(s) within ten (10) business days from the time and date of issuance of the Buyer's Certificate.
4. Payment must be made online though the online auction website. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment will not be accepted onsite.

### **FINANCIAL IMPACT:**

Estimated revenue is \$45,000. The revenue will be returned to the fund from which the asset came.

## RESOLUTION AUTHORIZING SURPLUS PROPERTY SALE BY INTERNET AUCTION

WHEREAS, G.S. 160-270(c) allows Union County to sell personal property at electronic auction upon adoption of a resolution authorizing the Procurement Manager or her designee to dispose of the property at electronic auction; and

WHEREAS, the Procurement Manager has developed a list of these items as shown on Attachment “A” for review by the Board of Commissioners for disposal by electronic auction;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Union County Board of Commissioners that the items of personal property included on Attachment “A” and incorporated herein by reference, be declared surplus and that the Procurement Manager or her designee be authorized to sell at electronic auction, beginning April 15, 2025, at 9:00 a.m. and ending April 25, 2025, with incremental closings as indicated on Attachment “A”, the surplus property described on Attachment “A”, as per the terms and conditions as specified in the County’s existing contract with the on-line auction Service Provider to the highest bidders.

BE IT FURTHER RESOLVED that the Procurement Director or her designee is authorized to execute any and all documents necessary to transfer said property on behalf of Union County.

BE IT FURTHER RESOLVED that the terms of sale applicable at the aforementioned auction of the items listed on Attachment “A” shall be as follows:

1. Sale to the highest bidder with all sales final.
2. All items sold “as is” and “where is” with no warranty, expressed or implied, which extends beyond the description of the items.
3. Purchasers must remove vehicle(s) within ten business days from the time and date of issuance of the Buyer’s Certificate. The vehicles are to be picked up at 610 Patton Avenue, Monroe, North Carolina. Purchasers shall bear sole risk of loss for all items remaining on the premises ten (10) calendars days from the time and date of issuance of the Buyer’s Certificate.
4. Payment must be made online through the on-line auction Website. Payment in full is due not later than five (5) calendar days from the time and date of the Buyer’s Certificate. Payment cannot be accepted onsite.

BE IT FURTHER RESOLVED that payment of advertising and miscellaneous expenses be paid from the proceeds of the sale.

Adopted this 14<sup>th</sup> day of April 2025

ATTEST:

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Lynn G. West, Clerk to the Board

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Melissa Merrell, Chair



## Attachment A

Tag Number	Description	Serial/Parcel	Mileage	Department	Auction Start	Auction End
06-13	2013 Chevrolet 3500	1GB5KZC82DZ133662	133,100	UC Water	4/15/2025 9:00	4/25/2025 9:00
20-15	2015 Ford F150	1FTMF1C86FFB71137	171,897	UC Water	4/15/2025 9:00	4/25/2025 9:10
33-14	2014 Ford Explorer	1FM5K8AR8EGA75860	104,478	UCSO	4/15/2025 9:00	4/25/2025 9:20
35-16	2016 Dodge Charger	2C3CDXAT1GH116093	125,642	UCSO	4/15/2025 9:00	4/16/2025 9:30
49-04	2004 Ford Expedition	1FMPV16L54LB07426	121,884	Emergency Management	4/15/2025 9:00	4/25/2025 9:40
49-07	2007 Jeep Cherokee	1J8HR48P17C623873	62,779	Planning	4/15/2025 9:00	4/25/2025 9:50
50-07	2007 Dodge Durango	1DH8HB38P47F555638	102,706	UC Water	4/15/2025 9:00	4/25/2025 10:00
67-14	2014 Dodge Charger	2C3CDXAT3EH350720	112,897	UCSO	4/15/2025 9:00	4/25/2025 10:10



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

**File #:** 25-210

**Agenda Date:** 4/14/2025

### **TITLE:**

Resolution - Surplus Equipment Sale

### **INFORMATION CONTACT:**

Cheryl Wright, Procurement & Contract Management, Director, 704-283-3563

### **ACTION REQUESTED:**

Adopt Resolution Authorizing Surplus Property Sale by Internet Auction which 1) declares the property itemized on Attachment A as "Surplus" to the needs of Union County, 2) authorizes sale at electronic auction of the surplus property described in Attachment A as per the terms and conditions as specified in the online auction service provider contract, and 3) authorizes the Procurement Director or her designee to execute any and all documents necessary to transfer title to said property on behalf of Union County.

### **BACKGROUND:**

North Carolina General Statutes allow the disposition of personal property by local governments through a variety of means including private negotiations and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In 2001, the legislature amended the Statues to provide for disposition of property through electronic auction.

The sale will begin April 15, 2025, at 10:00 AM and end April 25, 2025, at 10:00 AM as indicated on Attachment A. The equipment is to be picked up at 4600 Goldmine Road, Monroe, NC 28110 & 8299 Kensington Dr, Waxhaw, NC 28173 with the following terms of sale:

1. Sale to the highest bidder with all sales final.
2. All items sold "as is" with no warranty, expressed or implied, which extends beyond the description of the item.
3. Purchasers must remove item(s) within ten (10) business days from the time and date of issuance of the Buyer's Certificate.
4. Payment must be made online through the online auction website. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment will not be accepted onsite.

### **FINANCIAL IMPACT:**

Estimated revenue is \$44,000. The revenue will be returned to the fund from which the asset came.



## RESOLUTION AUTHORIZING SURPLUS PROPERTY SALE BY INTERNET AUCTION

WHEREAS, G.S. 160-270(c) allows Union County to sell personal property at electronic auction upon adoption of a resolution authorizing the Procurement Manager or her designee to dispose of the property at electronic auction; and

WHEREAS, the Procurement Manager has developed a list of these items as shown on Attachment “A” for review by the Board of Commissioners for disposal by electronic auction;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Union County Board of Commissioners that the items of personal property included on Attachment “A” and incorporated herein by reference, be declared surplus and that the Procurement Manager or her designee be authorized to sell at electronic auction, beginning April 15, 2025, at 10:00 a.m. and ending April 25, 2025, at 10:00 a.m. as indicated on Attachment “A”, the surplus property described on Attachment “A”, as per the terms and conditions as specified in the County’s existing contract with the on-line auction Service Provider to the highest bidders.

BE IT FURTHER RESOLVED that the Procurement Manager or her designee is authorized to execute any and all documents necessary to transfer said property on behalf of Union County.

BE IT FURTHER RESOLVED that the terms of sale applicable at the aforementioned auction of the items listed on Attachment “A” shall be as follows:

1. Sale to the highest bidder with all sales final.
2. All items sold “as is” and “where is” with no warranty, expressed or implied, which extends beyond the description of the items.
3. Purchasers must remove equipment within ten business days from the time and date of issuance of the Buyer’s Certificate. The equipment is to be picked up at 4600 Goldmine Road, Monroe, NC 28110 & 8299 Kensington Dr, Waxhaw, NC 28173. Purchasers shall bear sole risk of loss for all items remaining on the premises ten (10) calendars days from the time and date of issuance of the Buyer’s Certificate.
4. Payment must be made online through the on-line auction Website. Payment in full is due not later than five (5) calendar days from the time and date of the Buyer’s Certificate. Payment cannot be accepted onsite.

BE IT FURTHER RESOLVED that payment of advertising and miscellaneous expenses be paid from the proceeds of the sale.

Adopted this 14<sup>th</sup> day of April 2025

ATTEST:

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Lynn G. West, Clerk to the Board

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Melissa Merrell, Chair

**Attachment "A" Surplus Equipment List**

Equipment	Make	Model	Year	Serial/VIN	Hours/Milage	Equipment Location	Auction Start Date/Time	Auction End Date/Time
Skid Steer	Case	1840	1998	JAF0247497	1114	8299 Kensington Dr, Waxhaw, NC 28173	4/15/2025 10:00:00 AM	4/25/2025 10:00 AM
Mower	John Deere	777	2016	S#TL336256 V#179137VD358	912	8299 Kensington Dr, Waxhaw, NC 28173	4/15/2025 10:00:00 AM	4/25/2025 10:00 AM
Mini Excavator	Komatsu	MB26 PC35MR-2	2012	4520D	3156	4600 Goldmine Road, Monroe, NC 28110	4/15/2025 10:00:00 AM	4/25/2025 10:00 AM
Loader/Backhoe	John Deere	410E	2004	60758	2815.5	4600 Goldmine Road, Monroe, NC 28110	4/15/2025 10:00:00 AM	4/25/2025 10:00 AM
Side by Side	Polaris	Ranger	2008	4XAWH68A482705992	820	8299 Kensington Dr, Waxhaw, NC 28173	4/15/2025 10:00:00 AM	4/25/2025 10:00 AM



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-211

**Agenda Date:** 4/14/2025

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**TITLE:**

Contract Renewal - Agenda Software

**INFORMATION CONTACT:**

Christopher Liersaph, Information Technology, Assistant Director, 704-292-2520

**ACTION REQUESTED:**

Authorize the County Manager to 1) negotiate and execute an agreement substantially consistent with this agenda item, 2) exercise any renewal or extension term options set forth in the Agreement, and 3) terminate the Agreement if deemed in the best interest of the County, each in the County Manager's discretion.

**PRIOR BOARD ACTIONS:**

June 3, 2024, Regular Meeting, Agenda Item # 24-381 - Approved Contract Renewal

**BACKGROUND:**

The Information Technology Department has utilized the contractual services of Granicus LLC / D.B.A. GovDelivery for Agenda Management Software since July 2020. The company has been effective and efficient in meeting our service needs, and we are requesting to continue this service for an additional twelve months.

**FINANCIAL IMPACT:**

The anticipated annual cost for this service is \$57,862.19 and is budgeted accordingly for FY2025, with future expenditures subject to annual BOCC budget appropriation.

**\*Ninth****\*~~Fifth~~ Amendment to the Granicus Service Agreement between Granicus, LLC  
and Union County NC**

Int\_\_\_\_\_

This ~~Fifth~~ Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Union County NC (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 02 Apr 2018 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-408312, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this ~~Fifth~~ <sup>\*Fifth</sup> Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this ~~Fifth~~ <sup>\*Fifth</sup> Amendment and the documents comprising the Agreement, the provisions of this ~~Fifth~~ <sup>\*Fifth</sup> Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this ~~Fifth~~ <sup>\*Fifth</sup> Amendment to be executed by their duly authorized representatives.

**Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Union County NC****Signature:****Name:** Brian Matthews**Title:** County Manager**Date:****Granicus****Signature:****Name:****Title:****Date:**

**This Instrument Has Been Preaudited In The  
Manner Required By The Local Government  
Budget And Fiscal Control Act**

\_\_\_\_\_  
**Deputy Finance Officer**Approved as to Legal Form: CJB



## Exhibit A

### ORDER DETAILS

**Prepared By:** Francisco Garcia  
**Phone:** (719) 624-8158  
**Email:** francisco.garcia@granicus.com  
**Order #:** Q-408312  
**Prepared On:** 22 Jan 2025  
**Expires On:** 31 Mar 2025

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 31 Mar 2025  
**Period of Performance:** 01 Apr 2025 - 31 Mar 2026

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
EHQ Basic	Annual	1 Each	\$8,824.00
SUBTOTAL:			\$8,824.00

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$18,280.97
Government Transparency Suite	Annual	1 Each	\$14,162.97
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,730.25
Meeting Efficiency Suite	Annual	1 Each	\$13,133.46
Legistar Add-On - Laserfiche Integration	Annual	1 Each	\$1,730.25
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$49,037.90

## PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"><li>• Unlimited user accounts</li><li>• Unlimited meeting bodies and meeting types</li><li>• Unlimited data storage and retention</li><li>• Up to one (1) Legistar database</li><li>• Up to one (1) InSite web portal</li></ul>
Government Transparency Suite	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.</p>
Granicus Encoding Appliance Software (GT)	<p>Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.</p>

Solution	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minutes documents</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatting in MS Word if desired</li> <li>• Up to one (1) MS Word minutes template (additional templates can be purchased if needed)</li> </ul>
Legistar Add-On - Laserfiche Integration	Legistar Add-On - Laserfiche Integration is for the Legistar\Laserfiche integration that allows for documents to be imported from Laserfiche to Legistar and for Legistar to export reports\attachments to Laserfiche
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Solution	Description
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
EHQ Basic	<p>Basic engagement package;</p> <ul style="list-style-type: none"> <li>• Annual subscription</li> <li>• Ten digital engagement projects per year</li> <li>• One Site Administrator</li> <li>• Three Project Administrators</li> <li>• Access to all standard tools including embeddable Surveys/polls, Forums, Guestbook, Stories, Q&amp;A, Ideas, Places and Newsfeed</li> <li>• Customizable registration form and Participant Relationship Manager (PRM)</li> <li>• Appearance editor for homepage management, branding and styling</li> <li>• Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool dashboards, customizable PDF survey reports and downloadable excel reports</li> <li>• Newsletters for project updates and project communication</li> <li>• 24/7 independent moderation</li> </ul>

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the

right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## **UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):**

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-209

**Agenda Date:** 4/14/2025

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**TITLE:**

Monthly Communications Report for March 2025

**INFORMATION CONTACT:**

Liz Cooper, Public Communications Director, 704.283.3587

**ACTION REQUESTED:**

None - Information Only

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

This report provides valuable metrics and insights into communication platforms and our efforts to collaborate with all County departments to inform and engage residents, promote programs, and services, and strengthen internal and external communications.

**FINANCIAL IMPACT:**

None.





**UNIONCOUNTY**  
north carolina



# Communications Monthly Report

**March 2025**





# Top Projects

## 1 Employee Appreciation Month

Public Communications supported the Management Team with recognizing employees by developing printed treat certificates, highlighting employees on social media and County Connect, sharing weekly raffle information, and more.



## 2 Reappraisal

Following the 2025 countywide reappraisal, Public Communications worked with Tax to share timely and accurate information through multiple platforms about new assessment values, including clarification on the process and deadline for filing appeals, and tax relief options.

## 3 Burn Ban Issued

In support of the Fire Marshal's local burn ban, which aligned with a statewide ban, we launched a coordinated communications campaign to inform residents and reduce fire risk. We shared timely messages across several platforms and asked municipal communications teams to help share the information to extend the campaign's reach.



**121** Projects Completed



**27** Departments Supported

# Website



## Top Search Terms

- 1 Appeal Form
- 2 Passport
- 3 Jobs
- 4 Property Tax
- 5 Pay Bill

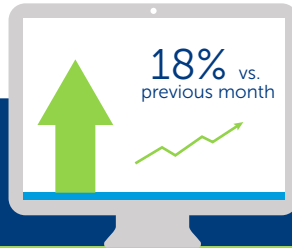
## Top Webpages

- 1 Water Portal
- 2 Taxes & Property
- 3 GIS & Mapping

## Website Visits

unioncountync.gov

460,559



## Sprout Automated Webchat

1,716 Residents Engaged

1,221 Total Communications Per Month

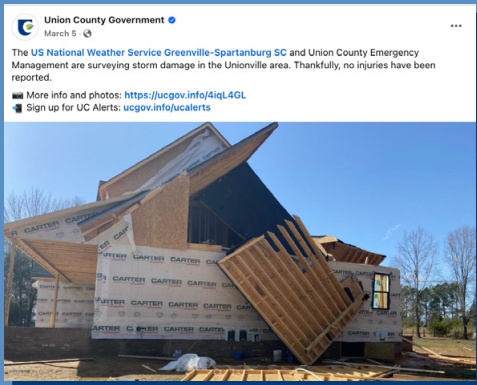
# Social Media



41,140  
Total Followers



## Top Posts



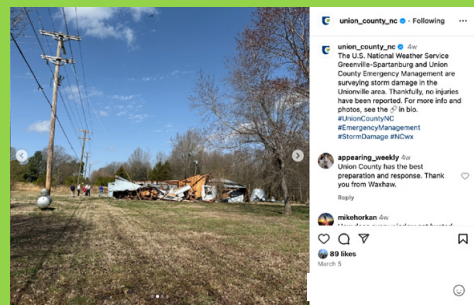
Facebook

42% Engagement Rate  
35,532 Reach



LinkedIn

82% Engagement Rate  
92 Impressions

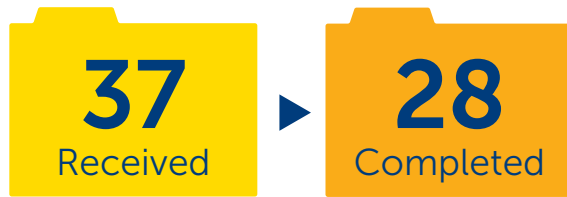


Instagram

9% Engagement Rate  
1,376 Reach

**Engagement rate** is calculated by dividing the total number of interactions on a post (likes, comments, shares, clicks) by the total number of impressions that post received, then multiplying by 100 to get a percentage. **Impressions** are the number of times a user sees a post. **Reach** refers to the total number of individuals who saw a specific post on social media.

## Public Records Requests



## Media Interactions



## Creative Highlights



Land Preservation Sign



Cane Creek Park Branding

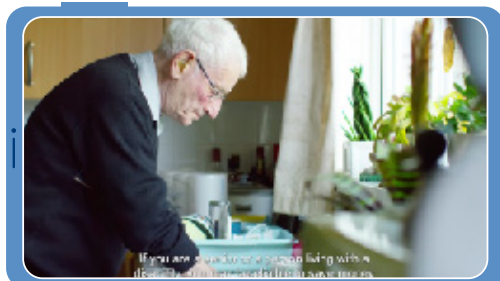


Business NC Magazine Ad

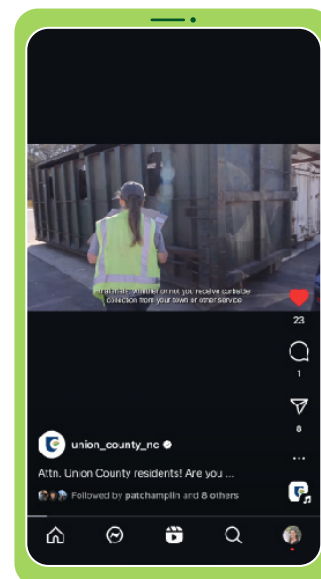
## Video Engagement



**YouTube**  
Women in Leadership  
205 Views  
8 Hours Watch Time



**Facebook**  
Property Tax Relief for Elderly and Disabled  
759 Impressions



**Instagram**  
All About Union County Solid Waste  
720 Impressions



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-229

**Agenda Date:** 4/14/2025

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**TITLE:**

Human Resources Reports for March 2025

**INFORMATION CONTACT:**

Julie Broome, Human Resources, Director, 704-283-3869

**ACTION REQUESTED:**

None - Information Only.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

These reports include all new hires, separations from service, and retirements for Union County Local Government for the month of March 2025.

**FINANCIAL IMPACT:**

None.

# UNION COUNTY PERSONNEL REPORT REPORT OF NEW HIRES

**March 2025**

<u><b>Name</b></u>	<u><b>Hire Date</b></u>	<u><b>Position</b></u>
<b>911 COMMUNICATIONS</b>		
MADISON P DRUM	3/24/25	TELECOMMUNICATOR I
BEVERLY B LOGAN	3/24/25	TELECOMMUNICATOR I
<b>BUILDING CODE ENFORCEMENT</b>		
JEREMY M JIMENEZ	3/10/25	BUILDING INSPECTOR III
KYLE T BOWERS	3/24/25	BUILDING INSPECTOR I
STACIE R OSBORNE	3/24/25	PERMIT SPECIALIST
<b>COUNTY MANAGER'S OFFICE</b>		
STEPHANIE L DUDLEY	3/24/25	BUSINESS MANAGER
<b>FACILITIES MANAGEMENT</b>		
JOSEPH T BATTAGLIA	3/24/25	HVAC TECHNICIAN
<b>FINANCE</b>		
AMBER N DANIELS	3/10/25	SENIOR ACCOUNTANT
<b>FLEET MANAGEMENT</b>		
NATHAN O WIDMAIER	3/24/25	AUTOMOTIVE TECHNICIAN
<b>HS - BUSINESS OPERATIONS</b>		
ROSARIO E BROWN	3/24/25	PATIENT RELATIONS SPECIALIST
BRITTANY A YORK	3/24/25	VITAL RECORDS TECHNICIAN
<b>HS - SOCIAL SERVICES</b>		
ALEX E SCOTT	3/10/25	SOCIAL WORKER TRAINEE
SARAI VILLANUEVA MORALES	3/24/25	ELIGIBILITY SPECIALIST
<b>HS - TRANSPORTATION</b>		
DENNIS R MURPHY	3/24/25	TRANSPORTATION DISPATCHER
KAYLA J WALLACE	3/24/25	TRANS RESERVATIONS TECHNICIAN
<b>PARKS AND RECREATION</b>		
COLBY A BELK	3/22/25	PARK ATTENDANT - SEASONAL
<b>SHERIFF/JAIL/FAC 80.5 HRS</b>		
JESUS O SANCHEZ CASTREJON	3/24/25	DETENTION OFFICER
<b>SHERIFF/JAIL/FACILITIES</b>		
EMILY E TANCREDI	3/24/25	EVIDENCE TECHNICIAN
<b>TA - REVENUE</b>		
CHRISTENE M WILLIAMS	3/24/25	TAX CUSTOMER SUPPORT TECH
<b>UCW - BUSINESS OPERATIONS</b>		
SYDNEY M CLARKE	3/10/25	CUSTOMER SERVICE SPECIALIST
<b>UCW - WATER &amp; WASTEWATER OPS</b>		
AUSTIN E LATON	3/10/25	UTILITY MECHANIC I
KYLE A SHERWOOD	3/24/25	UTILITY TECHNICIAN I

**UNION COUNTY PERSONNEL REPORT  
REPORT OF RETIREES AND SEPARATIONS FROM SERVICE**

**March 2025**

<u>Name</u>	<u>Hire Date</u>	<u>Separation Date</u>	<u>Position</u>
<b>RETIREES</b>			
<b>HS - BUSINESS OPERATIONS</b>			
APRIL W LANGSTON	10/20/94	3/31/25	HUMAN SERVICES SUPERVISOR
<b>HS - SOCIAL SERVICES</b>			
DONNA J CROSS	7/23/18	3/31/25	ADMIN PROFESSIONAL II
<b>TA - ASSESSMENT</b>			
BARBARA M LANEY	12/13/99	3/31/25	ASSESSMENT MANAGER
<b>SEPARATION FROM SERVICE</b>			
<b>911 COMMUNICATIONS</b>			
JAMES R PORATH	11/4/24	3/18/25	TELECOMMUNICATOR I
SHAYLE C FLOWE	11/4/24	3/18/25	TELECOMMUNICATOR I
<b>HS - PUBLIC HEALTH</b>			
KAMICKA M MARSHALL	1/17/23	3/17/25	PUBLIC HEALTH NURSE
<b>SHERIFF/JAIL/FAC 80.5</b>			
DILLON J GONYEA	2/10/25	3/24/25	DETENTION OFFICER
JOSHUA T FUNDERBURKE	11/13/14	3/25/25	DEPUTY SHERIFF
<b>SHERIFF/JAIL/FACILITIES</b>			
AMY R KAY	3/29/01	3/26/25	DEPUTY SHERIFF MASTER
<b>UCW - BUSINESS OPERATIONS</b>			
LATISHA L LEWIS	7/3/23	3/3/25	CUSTOMER SERVICE SPECIALIST





# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
Monroe, North Carolina  
[www.unioncountync.gov](http://www.unioncountync.gov)

**File #:** 25-223

**Agenda Date:** 4/14/2025

### **TITLE:**

Union County 2050 - Litter Committee Recommendations

### **INFORMATION CONTACT:**

Bjorn Hansen, Planning, Senior Planner, 704-283-3690; Caleb Sinclair, Solid Waste, Director, 704-283-3576

### **ACTION REQUESTED:**

Receive implementation recommendations.

### **PRIOR BOARD ACTIONS:**

- 1) August 16, 2021, Regular Meeting, Agenda Item # 39 - Union County 2050 Comprehensive Plan was approved by the Board.
- 2) January 2, 2024, Regular Meeting, Agenda Item # 24-074 - Union County 2050 Implementation Committee Presentation Schedule was approved by the Board.
- 3) March 4, 2024, Regular Meeting, Agenda Item # 24-074 - Union County 2050 Implementation Litter Recommendations, staff directed to establish a temporary committee by the Board.
- 4) July 15, 2024, Regular Meeting, Agenda Item #24-288 - Appointments to the Union County Litter Committee

### **BACKGROUND:**

As a recommendation found in the 2050 Comprehensive Plan, the Board of County Commissioners (BOCC) appointed a committee to identify strategies to address litter. The committee was formed in early 2022 and met for six months. This committee recommended eight strategies. These recommendations were later recommended to the BOCC by the Planning Board. The BOCC received these recommendations in March 2024 and asked that staff work with a new committee for up to a year to evaluate the strategies for implementation costs and viability. A four-member Union County Litter Committee was appointed by the BOCC in June of 2024. This committee evaluated each of the eight recommendations of the 2022 committee, as well as one identified as part of this review process, with recommendations whether to implement or not.

The Litter Committee members are:

- Committee Chair Scott Abramson
- Loretta Melancon
- Bob Reichman
- Rodger Skirvin

Senior Planner Bjorn Hansen and Solid Waste Director Caleb Sinclair served as county staff to

support the committee.

Chair Scott Abramson will present the committee report and recommendations.

**FINANCIAL IMPACT:**

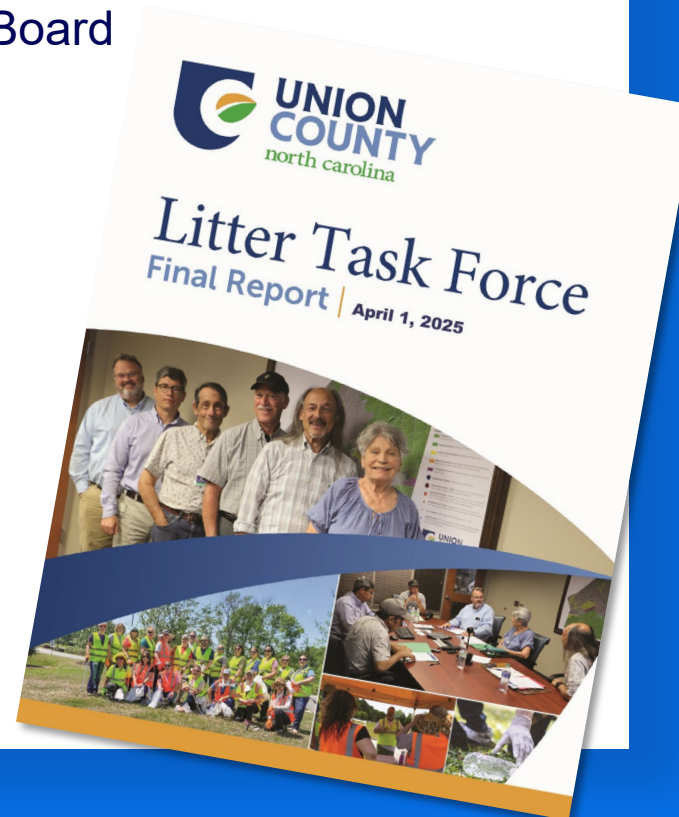
Up to \$250,000 per year if fully implemented, plus one-time start up costs.

# Litter Task Force Committee Recommendations


April, 2025

## • BACKGROUND OF LITTER TASK FORCE

- Identified as an issue in 2050 Comprehensive Plan
- Implementation committee met in 2022
  - Six month assignment
  - Identified eight strategies
  - Unanimously recommended by Planning Board
- Board of Commissioners heard recommendations in March 2024
  - Asked for further 12 month study of implementation recommendations
  - Four person committee formed and approved by BOCC
  - Committee met August 2024 through April 2025



## 2022 COMMITTEE RECOMMENDATIONS

Litter Task Force					
2050 Comprehensive Plan Linkage	Recommendations	Implementation	Voting		
			Committee	Planning Board	County Commissioners
	Apply for Keep America Beautiful designation	New Program	100%	100%	Initiate a 12 Month Study
	Establish a formal litter task force committee	Text Amendment	100%	100%	
	Fund a new position within the County to coordinate litter reduction initiatives	New Program	100%	100%	
	Enhance multi-disciplinary anti-dumping enforcement efforts	Expanded Program	100%	100%	
	Shift hours of convenience center sites	Expanded Program	100%	100%	
	Expand hazardous material disposal program to make it available year round	Expanded Program	100%	100%	
	Add a fixed cost fee for use of County facilities	Expanded Program	100%	100%	
	Advocate for statewide bottle deposit bill as part of the County's legislative agenda	Advocacy	100%	100%	

## 2024 COMMITTEE RECOMMENDATIONS

2024 Recommendations	Implementation Process	2024 Committee Recommendation
Apply for Keep America Beautiful designation and implement program	New Program	Implement
Establish a formal litter task force committee	BOCC Approval	Implement
Fund new positions to coordinate Keep America Beautiful program and support litter reduction initiatives	New Program	Implement
Enhance multi-agency anti-dumping enforcement efforts	Expanded Program	Implement
Advocate for statewide bottle deposit bill as part of the County's legislative agenda	Advocacy	Implement
Fund illegal dump site cleanup grant program (new recommendation)	New Program	Implement
Shift hours of convenience center sites	Expanded Program	Do not implement
Expand hazardous material disposal program to make it available year-round	Expanded Program	Do not implement
Add a fixed cost fee for use of County solid waste facilities	Expanded Program	Do not implement

## KEEP AMERICA BEAUTIFUL, ESTABLISH A FORMAL LITTER COMMITTEE, AND FUND A NEW POSITION

- Observations: Keep America Beautiful (KAB) is an effective affiliation in other communities, with good name recognition, support, and structure
- KAB affiliation requires a board overseeing its work
- Any program requires a staff point of contact/coordinator
- Recommendation is for two additional staff (one coordinator and one field staff to augment the one position already dedicated to litter cleanup
- Staff report to Solid Waste Director
- Potential name: *Keep Union County Beautiful*
- Annual cost: \$200,000 - \$250,000 per year, including salaries, benefits, and equipment
- One-time cost: \$55,000 for a pick up truck for work crew use

## • **COST DETAILS**

- Coordinator: \$60,000-\$70,000 per year, plus benefits
- Field worker as part of crew for litter pick up: \$50,000 per year, plus benefits
- Materials: \$30,000 - \$50,000 per year, for marketing, clean up equipment, and office equipment
- Keep America Beautiful application: \$1,650 application and \$1,000 annual membership
- One-time cost: \$55,000 for a pick up truck for work crew use



## **MULTI-DISCIPLINARY ANTI-DUMPING EFFORTS, GRANTS FOR DUMPING CLEAN UP, AND STATEWIDE BOTTLE BILL**

- Observations: need to motivate people to not litter, which can involve enforcement and incentives
- New litter coordinator position would monitor status of enforcement and grant execution
- Coordinate and follow up with sheriff's department, environmental health, code enforcement, and planning on reported issues
- Cost: \$5,000 per year as a pilot project to incentivize property owners to clean up illegal dumping locations created without their knowledge

**THANK YOU!**



# Litter Task Force

## Final Report | April 1, 2025



**Background:** Litter was identified as a key issue to address in the 2021 Union County 2050 comprehensive plan. In 2021 Union County approved a differential rate structure to impose higher fees on loads brought in without a covering to reduce litter blown out of the back of vehicles. This strategy has reduced the incidence of unsecured loads being brought to the county landfill, but with sustained growth projected in the county, vigilance is necessary. Volunteer groups such as Union County Litterbusters play a key role in advocating for litter clean-up, which benefits public safety, aesthetics, and wildlife. In support of this advocacy role, a strategy considered in the comprehensive plan process was to appoint a litter task force, which would identify additional strategies for addressing litter in Union County.

**2022 Committee:** As a recommendation found in the comprehensive plan, the Board of Commissioners appointed a committee in early 2022 to identify strategies to address litter, which met for six months. This committee recommended eight strategies, listed below. These recommendations were later recommended by the Planning Board. The Board of Commissioners received these recommendations in March 2024 and asked that staff work with a new committee for up to a year to evaluate the strategies for implementation costs and viability.

2022 Recommendations	Implementation
Apply for Keep America Beautiful designation	New Program
Establish a formal litter task force committee	BOCC Approval
Fund a new position within the County to coordinate litter reduction initiatives	New Program
Enhance multi-agency anti-dumping enforcement efforts	Expanded Program
Shift hours of convenience center sites	Expanded Program
Expand hazardous material disposal program to make it available year-round	Expanded Program
Add a fixed cost fee for use of County solid waste facilities	Expanded Program
Advocate for statewide bottle deposit bill as part of the County's legislative agenda	Advocacy

**2024 Committee:** Staff conducted a new recruitment process, and a four-member Union County Litter Committee was appointed by the Board of Commissioners in June of 2024. This

committee held its first meeting in August 2024. Scott Abramson was elected chairman, and Bob Reichman was elected vice-chairman. Rodger Skirvin and Loretta Melancon also served on the committee. Bjorn Hansen from the Planning Department and Caleb Sinclair from Solid Waste served as staff support to the committee. The group met a total of nine times, completing its work in April 2025.

The committee evaluated each of the eight recommendations of the 2022 committee, as well as one identified as part of this review process, with recommendations for whether to implement or not.

**Keep America Beautiful, Establish a Formal Litter Committee, and Fund a New Position:** The committee heard from a representative of the national [Keep America Beautiful](#) program, as well as from the [Aiken County \(SC\)](#) and [Charlotte](#) program coordinators. The national representative, Malloy Coffey, said that program affiliates can be non-profit, government, or a hybrid. Hybrids are able to accept donations, if there is a non-profit established, but a government program may be most appropriate for Union County due to its size and resources. The three goals of the program are to end littering, improve recycling, and beautify communities. She said a 2020 nationwide litter study said there were 50 billion pieces of litter on the nation's roads and waterways, or 152 pieces per person. The Aiken and Charlotte representatives appreciated the program, as it provided structure and brand recognition to their specific programs. The Aiken program uses an [interactive online map](#) to display segments of roads evaluated, cleaned, and their current status. Periodic evaluation of area roads is a requirement of a Keep America Beautiful program. They also are able to apply for grants through the national association. They cautioned that a litter program should focus on managing the issue, recognizing that without sustained effort it will not improve.

Program implementation and Operations: A 6-9 person community team [sets up the program](#), with a 5-15 member community board. There is a one-time \$1,650 application fee and approximately \$1,000 per year membership fee. A coordinator is highly recommended as a new position to oversee the program and working with volunteer groups from throughout the County, with an annual salary estimated in the \$60,000 to \$70,000 range. Materials and training costs are estimated at \$30,000 to \$50,000 per year, which would cover supplies and marketing materials for the program.

A second employee position would be recommended to augment existing Solid Waste staff efforts to pick up trash, particularly large bulk items, and support volunteer efforts. This would result in a two-person team, which would use a truck



dedicated to these efforts. The annual salary for the new position is estimated at \$50,000 and the new truck is \$55,000.

Committee recommendation: The committee supports this program, as well as staffing and material recommendations, as a helpful strategy to facilitate volunteer clean up events, raise community awareness, learn through networking and peer support, and access grants to improve the program. This program could be called *Keep Union County Beautiful*.

**Enhance Multi-Agency Anti-Dumping Enforcement Efforts:** This was one of the first strategies evaluated by the committee. Representatives from Environmental Health, Zoning, and the Sheriff's Department met to discuss how each of their departments play a role. Environmental Health can send citations for allowing dumping. The state Department of Environmental Quality can also fine the owner if classified as an unpermitted landfill, but that is rare. The Sheriff's Department can investigate and install surveillance cameras with the owner's permission.

The group reviewed the web pages for planning, environmental health, and solid waste to note that there were three separate violations reporting processes. The Sheriff's Department could also take complaints, but the frequency that it occurred was unknown. The Department does have an app with 12,000 users, so they may have an effective reporting tool. As a result of the discussion, a consolidated web page with all reporting options was created and linked under Planning and Solid Waste's web pages. The committee acknowledges that this is a continuing issue that can be addressed through a Keep Union County Beautiful program that identifies and advocates for enforcement of dumping clean up requirements.

Committee Recommendation: The County departments have sufficient authority to address dumping issues, but the issue is the lack of attention and coordination between departments. A litter coordinator position, reporting to the Solid Waste Department, could follow up on enforcement actions and ensure issues have been routed to the appropriate department.

**Shift Hours of Convenience Center Sites:** Union County convenience centers operate three days (Tuesday, Thursday, and Saturday) per week, from 7 AM to 7 PM. The 2022 committee felt this limited schedule may deter residents from taking their waste to a facility. The 2024 committee acknowledged these concerns, but felt the additional cost would not be worth the added convenience to residents.

Committee recommendation: Do not change existing hours of operation.

**Expand Hazardous Material Disposal Program:** Union County currently holds one countywide hazardous material collection event per year, typically in the spring. This event costs approximately \$30,000 and collects 40,000 pounds of hazardous materials, which is considered an cost-effective ratio. The 2024 committee recognized the need to reduce these materials from the waste stream, but expanding the program to convenience center sites would significantly increase cost and permitting requirements for the Solid Waste department.

Committee recommendation: Do not implement an expanded collection program.

**Add a Fixed Cost Fee for Use of Solid Waste Facilities:** The 2022 committee felt that a broadly-based revenue source that allowed for the elimination of dumping fees at the landfill or convenience centers would encourage greater utilization of the facilities and reduce illegal dumping. This fee would be charged to all residential property owners in Union County, likely on a sliding scale based on whether they live in a municipality that provided solid waste services. The 2024 committee noted that Union County already allows for a reasonable amount of waste to be brought to County facilities for free through its “Trash Pass” program, and that many residents pay for private curbside service and would not benefit from this initiative.

Committee recommendation: Do not implement a fixed cost fee program.

**Statewide Bottle Deposit Bill:** Bottle laws were implemented in multiple states across the county in the 1970s to address litter and reduce energy consumption. Several more have been proposed in other states in the past decade but were not implemented. One state, Delaware, repealed its bottle deposit law. The committee reviewed materials on the effectiveness of bottle deposits in increasing recycling rates, which impacts the amount of litter along roadways. The recycling rates in these states have been decreasing, mainly due to the declining value of the deposits, which have not kept pace with inflation. Three deposit-refund bills were introduced in the NC legislature between 2007 and 2011. None of these bills were passed by the legislature.

Despite the lack of progress in expanding this program in North Carolina or elsewhere in the United States, the committee recognized the usefulness in assigning a monetary value to litter, with an incentive to not throw the containers out of vehicles or otherwise litter.

Committee recommendation: The committee recommends that a bottle deposit bill be included in the Union County legislative agenda when working with state legislators on Union County priorities.

**Illegal Dump Site Cleanup Grant Program:** The committee recognized that some illegal dumping is happening on private property by people who do not own the property. This creates enforcement issues when the owners say they did not create the issue. The committee felt that a grant program for property owners to hire a trash hauling company to pick up bulk materials could be an effective incentive to clean up the sites. This issue was identified by the 2024 committee.

Committee recommendation: Fund a \$5,000 annual grant program to support property owners by reimbursing them for cleaning up sites deemed by staff to not be their fault.

**Conclusion:** The committee reviewed the eight strategies identified in 2022. Some, such as the permanent committee, multi-agency anti-dumping enforcement efforts, staffing recommendations and Keep Union County Beautiful, are best implemented together. This bundled approach dedicates resources and structure to address the issue. The remaining strategies are stand alone initiatives. Not all were supported, and an additional strategy was recommended. Together, they provide resources, support property owners, and foster community bonds by working on issues that affect everyone. A list of the strategies and the committee recommendations is listed below.

2024 Recommendations	Implementation Process	2024 Committee Recommendation
Apply for Keep America Beautiful designation and implement program	New Program	Implement
Establish a formal litter task force committee	BOCC Approval	Implement
Fund new positions to coordinate Keep America Beautiful program and support litter reduction initiatives	New Program	Implement
Enhance multi-agency anti-dumping enforcement efforts	Expanded Program	Implement
Advocate for statewide bottle deposit bill as part of the County's legislative agenda	Advocacy	Implement
Fund illegal dump site cleanup grant program	New Program	Implement
Shift hours of convenience center sites	Expanded Program	Do not implement



Expand hazardous material disposal program to make it available year-round	Expanded Program	Do not implement
Add a fixed cost fee for use of County solid waste facilities	Expanded Program	Do not implement



# Union County, NC

## Staff Report

Union County Government  
Center  
500 North Main Street  
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[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-220

**Agenda Date:** 4/14/2025

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**TITLE:**

FY2025 3<sup>rd</sup> Quarter Revenue and Expense Projections

**INFORMATION CONTACT:**

Jason May, Budget & Grants Management, Director

**ACTION REQUESTED:**

Receive a financial update with FY 2025 year-end estimates.

**PRIOR BOARD ACTIONS:**

None.

**BACKGROUND:**

Each year, the Board of County Commissioners is provided a 3<sup>rd</sup> quarter financial update.

**FINANCIAL IMPACT:**

None.



# Union County, NC

## Staff Report

Union County Government  
Center  
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[www.unioncountync.gov](http://www.unioncountync.gov)

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**File #:** 25-208

**Agenda Date:** 4/14/2025

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**TITLE:**

Capital Improvement Plan Budget and Debt Planning

**INFORMATION CONTACT:**

Beverly Liles, Finance Director, 704-283-3675

**ACTION REQUESTED:**

None

**PRIOR BOARD ACTIONS:**

None

**BACKGROUND:**

Receive presentation on capital improvement planning budget and debt models for FY 2026-2031.

**FINANCIAL IMPACT:**

None