Town of Boonville
April 11, 2024, Recessed Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 4/11/24 recessed meeting: Mayor Vaughn Benton, Commissioners David Cox, Monica Craver, Dwaine Dobbins and Greg Wagoner. Also in attendance were Finance Officer/Town Clerk Kim Wells, Public Works Director Tim Collins, and Police Chief Jeff Hobson. Mayor Pro-tem Tim Driver was absent.

Mayor Benton called the meeting to order at 6:32 pm.

Discussion followed on the proposed Waste Management contract. Commissioner Craver stated that she had reached out to other providers but that no one contacted her back with a quote. Commissioner Craver motioned to accept the Waste Management Contract. Commissioner Cox seconded, and the motion passed unanimously.

Finance Officer/Town Clerk presented the Board with a contract from Southern Software for the financial/billing software. She informed the Board that they had motioned to accept the cost, but the contract needed to be approved also. It was stated the contract had already been seen by Attorney Freeman. Commissioner Craver motioned to accept the contract. Commissioner Wagoner seconded, and the motion passed unanimously.

Finance Officer/Town Clerk presented the Board with two job descriptions for review. One was to update the Administrative Assistant/Zoning Officer -removing all billing aspects of the job and the second was to create a part time Administrative Assistant position – listing only answering the telephone and taking payments as duties. Discussion followed. Commissioner Wagoner motioned to accept the Administrative Assistant/Zoning Officer job description updated and accept the Administrative Assistant part time as written. Commissioner Cox seconded, and the motion passed unanimously.

Commissioner Cox motioned to go into closed session per NCGS 143-318.11(a) (6). Commissioner Craver seconded, and the motion passed unanimously at 6:40 p.m.

Commissioner Cox motioned to return to open session. Commissioner Craver seconded, and the motion passed unanimously at 7:15p.m.

Commissioner Craver motioned that we give Parker Henry, due to permanent employment as of April 4, 2024, a pay increase of 5%. Commissioner Wagoner seconded, and the motion passed unanimously.

The Board then reviewed the proposed Capital Improvement Plans and adjusted as needed. The Board stated it needed a list of streets, listed in order of importance to add to the C.I.P.

The Board members reviewed the Schedule of Fees and Donation letters that have been submitted. Finance Officer/Town Clerk Wells stated that the backpack letter would be delivered the next day or two. The Board looked over the budget from the library and questioned why no fundraisers were on the budget.

Commissioner Craver motioned to adjourn. Commissioner Dobbins seconded, and the motion passed unanimously at 8:15 p.m.

Vaughn Benton

R. Devaughn (Vaughn) Benton, Mayor

Kim Wells

Kim Wells, Finance Officer/Town Clerk

CONTRACT

This Agreement made and entered into on this the ______ day of ______________, 2024, by and between the Town of Boonville, North Carolina, hereinafter referred to as "Town" and Waste Management of Carolinas, Inc., a North Carolina corporation, hereinafter referred to as "Contractor".

WITNESETH:

WHEREAS, the Town is desirous of securing the services of the Contractor to provide Residential Municipal Solid Waste and recycling services to the Town and residents within the Service Area; and

WHEREAS, the Contractor desires to provide those services for the Town;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Contractor and the Town agree as follows:

1. DEFINITIONS:

1.1 APPROVED CONTAINERS - An approved container shall be a Contractor-provided Roll Out Cart Receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

1.2 BULKY WASTE - Large items of solid waste such as furniture, mattresses, and other oversized wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods. Bulky Waste does not include Yard Debris , White Goods, or C&D non-hazardous materials.

1.3 BIOMEDICAL WASTE - Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, and other such waste material.

1.4 COLLECTION - The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.

1.5 COMMERCIAL SOLID WASTE - All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and Industrial Waste.

1.6 CONSTRUCTION AND DEMOLITION WASTE ("C&D Waste")- Solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material.

1.7 CUSTOMER- A Residential Unit or Light Commercial Entity receiving collection services.

1.8 GARBAGE - All putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.

1.9 HAZARDOUS WASTE - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.10 INDUSTRIAL WASTE - Solid Waste generated by industrial processes and manufacturing.

1.11 LIGHT COMMERCIAL ENTITY - a business entity within the Service Area identified by the Town which generates no more than three (3) 96-gallon carts of MSW per week.

1.12 MUNICIPAL SOLID WASTE or MSW- Solid waste resulting from the operation of residential, commercial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include Hazardous Waste, Special Waste, sludge, or solid waste from mining or agricultural operations.

1.13 PERSON - Any individual, corporation, Contractor, association, partnership, unit of government, state agency, federal agency, or other legal entity.

1.14 RECYCLABLES or RECYCLABLE MATERIALS- Newspapers and inserts, junk mail, office paper, magazines, paper cardboard, telephone books, aseptic packaging, clean pizza boxes, glass bottles, plastic bottles, and plastic tubs #1 PETE and #2 HDPE, #5 PP, aluminum cans (no foils), metal cans, cardboard (OCC), all of which have been separated from the waste at the point of collection. Additional materials may be added to the definition of Recyclables upon mutual agreement of the parties. Recyclables DOES NOT INCLUDE used food containers, glass windows, jars, or mirrors, plastics #3,4,6,7, aerosol cans, aluminum foil, food waste, food-tainted items (used paper plates, paper towels, paper napkins, food boxes), ceramics and kitchenware, plastic wrap, plastic bags, packing peanuts, bubble wrap, wax boxes, Styrofoam, hazardous chemicals and containers, plastic toys, sporting goods, wood, and yard clippings.

1.15 REFUSE - This term shall refer to Garbage and Rubbish generated at a Residential Unit unless the context otherwise requires.

1.16 RESIDENTIAL UNIT - A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, the Contractor will collect from each Residential Unit (and Town-approved small business) all garbage in Approved Containers.

1.17 RUBBISH/TRASH - All waste wood, wood products (but not Yard Debris), chips, shavings, sawdust, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, and mineral or metallic substances.

1.18 SANITARY LANDFILL - A facility for disposal of solid waste on land in a sanitary manner in accordance with the laws and regulations concerning sanitary landfills adopted by the State of North Carolina.

1.19 SERVICE AREA - All Residential Units and Town-approved Light Commercial Entities in the Town.

1.20 SOLID WASTE DISPOSAL SITE - A location at which solid waste is disposed of by incineration, sanitary landfill, or other approved method.

1.21 SPECIAL WASTE - Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead -acid batteries and

Biomedical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; C&D Waste; incinerator ash; medical wastes; off-spec chemicals; sludges; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.22 TRANSFER STATION - A site at which solid waste is concentrated for transport to a processing facility or disposal site. A transfer station may be fixed or mobile.

1.23 WHITE GOODS - Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 YARD DEBRIS - Solid waste consisting solely of vegetative matter resulting from landscaping maintenance.

2. TERM

The term of this Agreement shall begin July 1, 2024, ("Commencement Date") and continue through June 30, 2027. Thereafter, the term of the Agreement may be further extended upon the mutual agreement of the parties expressed in writing at least 60 days prior to the expiration of the current term. In no event shall the term of this Agreement exceed terms allowed under state law.

3. SERVICE

The services to be provided by the Contractor shall be for **once per week** curbside collection of MSW and **every other week** curbside pickup of Recyclable Materials generated by the Residential Units and Light Commercial Entities in the Service Area (i.e., an initial number of 477 Residential Units and 33 Light Commercial Entities).

Residential Units will use existing Contractor-provided ninety-six (96) gallon Approved Containers (i.e., Roll Out Carts) for the collection of MSW and Recyclable Materials. Should a location continuously generate more volume than the capacity of one (1) Cart will accommodate, the Contractor will provide an additional Cart for servicing at the then current per-cart rate. **The Contractor shall be responsible for collecting Cart contents only.** The contractor shall not be responsible for collecting Yard Debris, White Goods, or Bulky Goods. Occupants must set out Roll Out Carts by 6:00 AM curbside on the designated collection day.

The Recyclable Materials will be placed in the Carts unsorted. When improper materials are placed in the Cart by the Residential Unit, the Contractor may either refuse to collect materials from the cart or collect the proper material and leave the improper materials in the container with an explanatory note. All other educational literature to be supplied to residences, such as instructions or continuing education on the recycling program will be supplied by the Town. The Contractor shall be responsible for sorting, handling, processing, storage, and marketing of the Recyclable Materials. Should the market for a Recyclable Material covered by the terms of this Agreement collapse and render the product worthless (i.e. - local recycling processors will not accept the material without charge), the collection of such Recyclable Material shall be suspended until the markets improve unless the Town is willing to reimburse Contractor for marketing the materials at a negative value. Further, if the Contractor's costs to process the Recyclable Materials increase or the Recyclable Materials are contaminated to a degree that renders them unmarketable, such charges shall be passed along to the Town.

A joint house count may be conducted prior to the Commencement Date, and annually thereafter, to ensure accurate billing at the request of either party.

Backdoor service will be provided to Residential Units that are determined by the Town to live in a residence in which no individual is physically capable of taking recyclables or MSW to the curb. The contractor shall not charge the Town more for back door service than for curb service as long as the number of Residential Units receiving back door service does not exceed five percent (5%) of the total number of customers serviced under the Contract. The Town and Contractor shall cooperate to ensure the appropriate medical documents are current and maintained in good order.

The services described herein do not include the collection and disposal of any increased volume resulting from a flood, tornado, ice storms, very strong straight-line winds, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such acts of God, Contractor and the Town shall negotiate the payment to be made to the Contractor for additional services, if the Contractor and Town agree that the increased volume is to be handled by the Contractor. Further, if the Town and Contractor reach such agreement, the Town shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

Contractor shall discontinue collection service at any location set forth in a written notice sent to the Contractor by the Town. Upon further notification by the Town, the Contractor shall resume collection on the next regularly scheduled collection day. The Town shall indemnify, and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the Town. All other service additions and deletions shall be adjusted on a monthly basis.

4. NEWLY DEVELOPED AND ANNEXED AREAS

The Contractor will, within thirty (30) days or less of notification by the Town, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in the Town, the Contractor shall, after proper notification by the Town, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the Town of all locations being serviced which do not appear on the billing register.

5. POINT OF CONTACT

All dealings, contacts, etc., between the Contractor and the Town shall be directed by the Contractor to the designated Town representative. The Contractor agrees to assign a qualified person to be in charge of the operations contracted for and agrees to give such name to the Town.

6. HOURS AND DAYS OF OPERATION

Collection shall not begin prior to 6:00 a.m. without the approval of the Town. Contractor shall not be required to make collections on Sundays or on Holidays. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Contractor may elect to observe the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor may decide to observe a holiday by suspending and delaying the pickup day. The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include public service announcements serving the affected area.

7. APPROVED CONTAINERS

MSW generated for collection and Recyclable Materials shall be stored in Approved Containers as described herein in Section 1.1. The Contractor shall not be required to collect such materials unless they are properly placed for collection.

Contractor has already provided Roll-Out Carts to every Residential Unit and Light Commercial Entity upon request by the Town. These Containers are the property of Contractor. It shall be the responsibility of the owner of the Residential Unit and Light Commercial Entity to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Containers, if such repair or replacement is required as a result of abuse or damage, fire, or theft by the occupant. The amount charged shall not exceed Contractor's cost for the Equipment. Contractor shall provide replacement Roll-Out Carts free of charge to Customers whose Carts are stolen by third parties, upon receipt by Contractor of a copy of a police report documenting the theft. Customers shall empty and allow Contractor to retrieve all Containers at the termination or expiration of this Agreement.

8. EXCLUSIONS

The Contractor shall not be required to collect, transport, dispose of or otherwise handle Yard Debris, White Goods, Dead Animals larger than ten (10) pounds, Hazardous Waste, Biomedical Waste, Special Waste, Industrial Wastes, toxic substances, storm debris, trees, earth, body wastes, tires, abandoned vehicles, vehicle parts, large equipment (or parts thereof); nor shall the Contractor be required to collect, transport, dispose of or otherwise handle any Municipal Solid Waste that is mixed with any of the foregoing excluded wastes.

9. TITLE

The Contractor shall accept title to MSW and Recyclables upon collection and placement into the Contractor's collection vehicles except for Hazardous Waste and other wastes excluded by this Contract. Title to and liability for Hazardous Waste and any other excluded wastes, as set forth in Section 8 of this Contract, shall remain with the Town and/or its residents or businesses. All Municipal Solid Waste to which the Contractor acquires title shall be the responsibility of the Contractor until it is properly disposed of.

10. OFFICE AND TELEPHONE CONTACT

The Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

11. COMPENSATION

a. As compensation for the once-per-week collection of MSW from Residential Units, the Town shall pay to the Contractor the sum of Thirteen and 03/100 Dollars ($13.03) per Roll-Out Cart per month. This rate includes disposal charges. The MSW is disposed of at an approved and permitted NC disposal facility.

b. The monthly charge for every-other-week Recycling collection from Residential Units shall be Five and 50/100 Dollars ($5.50) per Roll-Out Cart per month. This price includes processing costs. The Contractor shall retain all proceeds from the sale of Recyclable Materials.

c. The Town shall provide an updated list of all Light Commercial Entities eligible for service to Contractor (i.e., currently only 33 Light Commercial Entity Carts are being serviced). The initial rates charged by Contractor to the Town for Light Commercial MSW and Recycling collection shall be $17.83/cart/month for once-per-week MSW collection and $32.14/cart/month for every-other-week Recycling collection.

d. **CPI Rate Adjustments**- The Compensation payable by the Town to the Contractor shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, WST CPI ("C.P.I.") shall have increased or decreased during the most recently available preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the Town to the Contractor shall be adjusted to compensate for such annual rate increases.

e. **Extraordinary Rate Adjustments**- The Service Rates are calculated to pay certain expenses and costs that are of a contingent and uncertain nature and beyond the control of the Contractor. Therefore, in addition to the annual CPI adjustment provided above, the Service Rates shall, upon written request of Contractor along with supporting evidence showing justification to support the request, be further adjusted on an interim basis to fully capture increased costs that are beyond the control of the Contractor and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

a. Uncontrollable Circumstances or material changes in Contractor's costs or revenues resulting from a Force Majeure event;
b. Any change in law, statute, rule, regulation, ordinance, order, or requirement of any federal, state, regional, or local government that is effective after the Effective Date of this Agreement;
c. Increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities related to the Collection Services;
d. An increase in disposal, processing, or landfill fees should the Contractor pay such fees;
e. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; and

f. Changes in the scope or method of services provided by Contractor, changes in the Municipal Fee, or other changes or fees required, initiated or approved by the Town.

The Town may request additional documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the Town shall take reasonable steps, consistent with applicable law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The Town shall approve all properly calculated Service Rate adjustments within ninety (90) days of Contractor's request.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the Town shall approve the interim Service Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

f. The Contractor shall bill the Town for service rendered within ten (10) days following the end of the month in which services are rendered and the Town shall pay Contractor on or before the 25th day following the end of such month. Contractor shall be paid based upon the total number of Residential Units and Light Commercial Entities eligible to receive service under this Agreement.

12. INDEMNITY

Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

13. DISPOSAL

All waste collected by Contractor shall be disposed of by Contractor at a state permitted facility.

14. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	$ 500,000.00
Bodily Injury Liability except Automobile	$ 1,000,000.00 each occurrence $ 2,000,000.00 aggregate
Property Damage Liability except automobile	$ 1,000,000.00 each occurrence $ 1,000,000.00 aggregate
Automobile Bodily Injury Liability	$ 1,000,000.00 each person $ 1,000,000.00 each occurrence
Automobile Property Damage Liability	$ 1,000,000.00 each occurrence
Excess Umbrella Liability	$ 2,000,000.00 each occurrence

The Contractor shall provide proof of existence of said policies to the Town prior to the effective date of the Agreement and annually thereafter. The Town shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

15. LOCATION OF COLLECTION

Approved Containers shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed three (3) feet from the curb or edge of the traveled portion of road or street (i.e., "Curbside"). Handles must face away from the road. The Carts also must be placed at least three (3) feet away from mailboxes, utility poles, carts or other obstructions. The Contractor may decline to collect from any Cart not properly placed. The Town will aid the Contractor in resolving problems of Cart location for servicing.

16. SERVICE INQUIRIES

All complaints shall be made directly to the Contractor. The Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection by the end of the following business day from the time the complaint was received.

17. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about the "scheduled day of service".

18. CONTRACTOR'S PERSONNEL

18.1 The Contractor shall assign a qualified person to be in charge of its performance of this Contract.

18.2 The Contractor's collection employees shall wear a uniform and shirt bearing the Contractor's name and the name of the individual employee.

18.3 Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.

18.4 The Contractor shall provide operating and safety training for all personnel.

18.5 No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

19. FORCE MAJEURE.

From and after the Date of this Agreement, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, labor shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

20. PERMITS, LICENSES AND TAXES

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

21. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

22. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive right to provide MSW collection and recycling services to Residential Units and Light Commercial Entities in the Town. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the Town.

23. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

Town:	Town of Boonville 110 Carolina Avenue North Boonville, NC 27011 Attn: Town Manager
Contractor:	Waste Management of Carolinas, Inc. 13850 Ballantyne Corporate Place, Suite 225 Charlotte, NC 28277 Attn: Marilyn Wells
with a copy to:	Area General Counsel Waste Management Southern Area 1800 North Military Trail Boca Raton, FL 33431

24. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

25. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Contractor where conflicting ordinances exists.

26. LAW TO GOVERN

This Contract shall be governed by the laws of the State of North Carolina both as to interpretation and performance.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

TOWN OF BOONVILLE, NORTH CAROLINA

____
Witness

BY:_____________________________
ITS: Mayor

WASTE MANAGEMENT OF CAROLINAS, INC.

____
Witness

BY:_____________________________
ITS: Area Director, Public Sector

CONTRACT

This contract (the "Contract") made and entered into this ____ day of ___________, 2024 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **Town of Boonville,** 110 Carolina Ave North, Boonville, NC 27011 (the "Buyer").

W I T N E S S E T H

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell to the Buyer the computer software, hardware and related installation more particularly described on Schedule 1 attached hereto and herein incorporated by reference.

2. **PURCHASE PRICE.** The purchase price of the computer software, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.

3. **INSTALLATION.** The commencement and completion date for the installation of the software, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.

4. **WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be the aggregate amount of fees and charges actually collected and received by Southern Software for services provided in the twelve-(12)-month period immediately preceding the date on which Southern Software is notified of any claim of liability. Seller, however, agrees to maintain general liability insurance with limits of not less than $1,000,000.00 and to take action to notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

5. **TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.

6. **SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support (please review support agreements for information regarding support coverage)

7. **FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, epidemic, pandemic or public health emergency.

8. **CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.

9. **NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

   All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller:	Southern Software, Inc 150 Perry Drive Southern Pines, NC 28387
If to Buyer:	Town of Boonville Attn: Kim Wells 110 Carolina Ave North PO Box 326 Boonville, NC 27011
Phone:	(336) 367-7941
E-mail:	kim.wells@boonvillenc.com

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

10. **MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of North Carolina. In case any one or more of the provisions contained in this Contract shall be held to be illegal, such illegality shall not affect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.

11. **THIRD PARTY ACQUISITION OF SOFTWARE.** The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.

12. **LIMITATION OF LIABILITY.** Buyer agrees and acknowledges that, under no circumstances, shall Seller or its subcontractors be liable for (a) third party claims against Buyer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Seller or its subcontractors have been advised of the possibility of the damage and even if Buyer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Seller be liable to Buyer for any amount in excess of the fees and charges actually collected and received by Seller for services provided in the twelve-(12)-month period immediately preceding the date on which Seller is notified of any claim of liability. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.

13. **INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid United States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing alternatives is commercially practicable, Seller shall have the right to require the Buyer to return the System and any portions thereof that are the subject of the alleged infringement and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software.

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: ______________________
CEO

ATTEST:

____
President

NORTH CAROLINA
MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of **SOUTHERN SOFTWARE,** a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and sealed with its company seal by its CEO and attested by John Roscoe as its President.

Witness my hand and official stamp or seal, this 3RD day of APRIL, 2024.

____
Notary Public

Janet E Benson
____

JANET E BENSON
Notary Public
Moore
County
My Comm. Exp.
NORTH CAROLINA

My Commission Expires:

____

TOWN OF BOONVILLE

By: ____

Title: ______________________________________

NORTH CAROLINA

____________________COUNTY

The foregoing instrument was acknowledged before me this ___ day of ___________, 2024, by _________________________., as____________________________, on behalf of the town.

____
Notary Public
____

My Commission Expires: ____________

SCHEDULE 1
DESCRIPTION OF GOODS AND SERVICES

- **Financial Management System (FMS)**

Utility Billing and Collections 1

Bank Drafts for Bill Pay, Image and Document Attachment for Account Records, Email Billing, Work Order Tracking, Drill-Down Reports

Utility Billing Text Messaging 1

FMS Utility Billing - Annual Twilio SMS Messaging Interface:

1. Customers will sign up directly with Twilio. Twilio will be the engine/mechanism for handling the sms messages.
2. Southern Software will store Twilio API credentials.
3. Southern Software will store a cell number on the customer account, and have a flag for sms messaging.
4. Via the cut off report and free form email report, the customers who are signed up for SMS messaging will be loaded. The text/verbiage can be typed in there as well. That text/verbiage will then be sent over to Twilio, via the API, and sent to the customers.

Utility Billing HandHeld Interface – Master Meter 1

(ASSUMES CURRENT INTERFACE WITH NO CHANGES NEEDED TO SPECIFICATIONS)

Utility Billing Third Party Payment Interface – PSN 1

(ASSUMES CURRENT INTERFACE WITH NO CHANGES NEEDED TO SPECIFICATIONS)

FMS E-MAIL SERVICES 1

(CAN BE UTILITIZED FOR FMS UTILITY BILLS; PAYROLL CHECK STUBS ; ACCOUNTS RECEIVABLE INVOICES AND IS NECESSARY FOR PURCHASE REQUISITION WORKFLOW IF APPLICABLE)

Accounting System 1

GENERAL LEDGER INCLUDES: Budget Processing, Bank Reconciliation, Unlimited Fiscal Periods Open Recurring Entries, Drill-Down Reports, Journal Entry Import, User-Defined Interface Options

ACCOUNTS PAYABLE INCLUDES: Purchase Order Processing, Recurring Invoicing, 1099 Processing, Optional Field Setup for Vendors, Drill-Down Reports

Payroll Processing 1

Direct Deposit – ACH Standard, Leave Time Accrual and Tracking, Image and Document Attachment for Employee Records, W-2 Form Processing, Drill-Down Reports

Payment Central 1

Miscellaneous Revenue Payments, Centralized Payment Entry for Business License, Utility Billing, Tax Billing & Vehicle Decals (as applicable), Receipt Printer Ready, Drill-Down Reports

- Manual Data Entry 1

AP Vendor records-350, AP 1099 balances-22, GL account numbers-700, GL account balances-600, Employee payroll info and balances to match the 941and state including Orbit balances-25 employees, Utility billing service locations, meters, accounts, and account balances- 800.

- **Project Management and Training** 1

Manage all aspects of project
Installation of Software
Training sessions for all applications
Onsite management at go live

- **Annual Support/Maintenance**

FMS Support 8:30 – 5; M-F	1 Year
* Hosting for FMS	1 Year

** Buyer understands that Network and Internet Connection is not the responsibility of Southern Software and is not covered by Support and Maintenance listed above.*

Please Initial ______

** Microsoft SQL Azure hosting will host the actual database. Buyer will be required to have a static IP and a quality BROADBAND Provider is required. We cannot be responsible for internet outages at the customer site. Microsoft does reserve the right to do maintenance or emergency security updates. These will be done in the middle of the night and on weekends.*

Please Initial ______

** Buyer understands that if the hosting fee is not paid annually when due, Southern Software will download the data in the format it is stored in and store it onsite before Microsoft Azure shuts down the host site. A migration fee would be due to Southern Software from Buyer in order to release the data.*

Please Initial ______

Buyer agrees that only the items listed above are included in this contract. If additional items are needed, then an additional proposal will be necessary.

Please Initial ______

SCHEDULE 2
PURCHASE PRICE

FINANCIAL MANAGEMENT SYSTEM (FMS)	Qty	
*** UTILITY BILLING AND COLLECTIONS** Bank Drafts for Bill Pay, Image and Document Attachment for Account Records, Email Billing, Work Order Tracking, Drill-Down Reports	1	$6,495.00
UTILITY BILLING TEXT MESSAGING (See Notes Below)	1	$0.00
UTILITY BILLING HAND HELD INTERFACE - MASTER METER (ASSUMES CURRENT INTERFACE WITH NO CHANGES NEEDED TO SPECIFICATIONS)	1	$1,850.00
THIRD PARTY PAYMENT INTERFACE - PSN (ASSUMES CURRENT INTERFACE WITH NO CHANGES NEEDED TO SPECIFICATIONS)	1	$1,250.00
FMS E-MAIL SERVICES (CAN BE UTILITIZED FOR FMS UTILITY BILLS; PAYROLL CHECK STUBS ; ACCOUNTS RECEIVABLE INVOICES AND IS NECESSARY FOR PURCHASE REQUISITION WORKFLOW IF APPLICABLE)	1	$0.00
ACCOUNTING SYSTEM General Ledger and Accounts Payable GENERAL LEDGER INCLUDES: Budget Processing, Bank Reconciliation, Unlimited Fiscal Periods Open Recurring Entries, Drill-Down Reports, Journal Entry Import, User-Defined Interface Options ACCOUNTS PAYABLE INCLUDES: Purchase Order Processing, Recurring Invoicing, 1099 Processing, Optional Field Setup for Vendors, Drill-Down Reports	1	$6,495.00
PAYROLL PROCESSING Direct Deposit – ACH Standard, Leave Time Accrual and Tracking, Image and Document Attachment for Employee Records, W-2 Form Processing, Drill-Down Reports	1	$3,500.00
PAYMENT CENTRAL Miscellaneous Revenue Payments, Centralized Payment Entry for Business License, Utility Billing, Tax Billing & Vehicle Decals, Receipt Printer Ready, Drill-Down Reports	1	$3,000.00
	Total Software:	**$22,590.00**
	Discount	*$11,295.00*
	Total Software after Discount:	**$11,295.00**

DATA ENTRY		
Manual Data Entry	AP Vendor records-350, AP 1099 balances-22, GL account numbers-700, GL account balances-600, Employee payroll info and balances to match the 941and state including Orbit balances-25 employees, Utility billing service locations, meters, accounts, and account balances- 800.	
	Total Data Entry:	**$4,250.00**

PROJECT MANAGEMENT		
Project Management Fee	INSTALLATION, TRAINING AND A PROJECT MANAGER.	
	Total Project Management:	**$12,765.00**

YEARLY SUPPORT			
FMS Support	FMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES PROGRAM UPDATES AS RELEASED.	1 YEAR	$5,416.00
*** Hosting**	HOSTING COST	1 YEAR	$3,500.00
		Total Support:	**$8,916.00**

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)	**$37,226.00**

NOTE: MICROSOFT® SQL SERVER 2012 OR HIGHER IS REQUIRED (2019 PREFERRED).

*** NOTE: NETWORK & INTERNET CONNECTION IS NOT THE RESPONSIBILITY OF SOUTHERN SOFTWARE.**

*** NOTE: MICROSOFT SQL AZURE HOSTING WILL HOST THE ACTUAL DATABASE. CUSTOMER WILL BE REQUIRED TO HAVE A STATIC IP AND A QUALITY BROADBAND PROVIDER IS REQUIRED. WE CANNOT BE RESPONSIBLE FOR INTERNET OUTAGES AT THE CUSTOMER SITE. MICROSOFT DOES RESERVE THE RIGHT TO DO MAINTENANCE OR EMERGENCY SECURITY UPDATES. THESE WILL BE DONE IN THE MIDDLE OF THE NIGHT AND ON WEEKENDS.**

*** NOTE: IF HOSTING FEE IS NOT PAID ANNUALLY WHEN DUE, MICROSOFT AZURE WILL SHUT DOWN THE HOST SITE AND DATA WILL BE LOST.**

* **NOTE:** ONLY INTERFACES LISTED ABOVE ARE INCLUDED.INTERFACES TO METER READING SYSTEM, THIRD PARTY PAYMENT PROCESSING, BILL EXPORTS ETC. NOT INCLUDED. PLEASE REQUEST AN UPDATED PROPOSAL IF THESE ARE NEEDED.

FMS Utility Billing - Annual Twilio SMS Messaging Interface:

1. Customers will sign up directly with Twilio. Twilio will be the engine/mechanism for handling the sms messages.
2. Southern Software will store Twilio API credentials.
3. Southern Software will store a cell number on the customer account, and have a flag for sms messaging.
4. Via the cut off report and free form email report, the customers who are signed up for SMS messaging will be loaded. The text/verbiage can be typed in there as well. That text/verbiage will then be sent over to Twilio, via the API, and sent to the customers.

NOTE: A LIMITED NUMBER OF FORMS ARE COMPATIBLE WITH SOUTHERN SOFTWARE FMS. THIS INCLUDES, BUT IS NOT LIMITED TO ACCOUNTS PAYABLE AND PAYROLL CHECKS AND UTILITY BILLING AND TAX BILLING BILL FORMS. NEW FORMS MAY NEED TO BE PURCHASED FROM SOUTHERN SOFTWARE FOR COMPATIBILITY.

NOTE: PROJECT MANAGEMENT FEES INCLUDE TRAINING, INSTALLATION AND PROJECT MANAGEMENT.

NOTE: SOUTHERN SOFTWARE WILL INSTALL ITS SOFTWARE PRODUCTS ONLY ON COMPUTER CONFIGURATIONS COMPATIBLE WITH THESE PRODUCTS. HARDWARE SPECIFICATIONS ARE AVAILABLE UPON REQUEST.

SCHEDULE 3
SCHEDULE OF INSTALLATION/TERMS AND CONDITIONS

- Installation to commence on or about when both parties mutually agree on a date.
- Pre-Installation responsibilities are as follows:

Seller Responsibilities:

1. Load, configure and test all products on the appropriate machines

2. Train appropriate administrative staff in the entry of agency specific information and codes necessary to begin implementation of all software products

3. Provide qualified training personnel for applicable software

SCHEDULE 4
WARRANTIES

Seller warrants all software products delivered and installed to function as demonstrated and publicized in Schedule 1, Description of Goods and Services, attached hereto. Seller warrants the system free of defects in materials and workmanship for a period of 1-year commencing on the date of acceptance or the date the system is put into operation. Seller only warrants the product written by Seller.

Platforms on which FMS and associated programs are written and warranted by their respective manufacturers and thereby any manufacturer's "Standard Commercial Warranty" shall apply. Seller does not warranty that the operation of a product will be uninterrupted or error free or that each defect in a product program be corrected, unless it affects the operation or proper functioning of the system.

This warranty is voided if Buyer alters or misuses product in any way or in any way modifies the original software provided. Buyer understands and acknowledges that the FMS associated products are mission critical, networked systems and are to be operated on exclusive network without any other Buyer installed applications. Any malfunction caused by Buyer-loaded applications within this network shall be the responsibility of the Buyer.

Operation and functionality, delivery and installation on all described software products in Schedule 1, Description of Goods and Services, attached hereto is dependent solely upon information and specifications furnished to Seller by Buyer. Any exceptions or modifications to this information may affect the terms and conditions of this Contract.

SCHEDULE 5
TRAINING SESSIONS

Dates for training to be determined.

- For a more effective training session, we recommend that the training site have a classroom with computers available. For example, a community college computer lab or university. The site is to be agreed upon before training begins. The success of this project depends on how well this phase of the contract is implemented. Every effort should be made to locate an adequate training site.

* Seller may supply training computers if necessary. Please inquire with Project Manager.

SCHEDULE 6
PAYMENT SCHEDULE

- 30% OF SOFTWARE PLUS 100% DATA ENTRY PLUS 100% MANAGEMENT DUE UPON SIGNING OF CONTRACT = $ 20,403.50 (NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED)

- 60% OF SOFTWARE PLUS 100% HOSTING COST DUE UPON COMPLETION OF INSTALLATION = $ 10,277.00

- FINAL 10% OF SOFTWARE PLUS 100% SUPPORT DUE UPON COMPLETION OF TRAINING = $ 6,545.50

SCHEDULE 7
COMMENCEMENT OF SUPPORT

- Support period will begin after the completion of training. Hosting period will begin upon installation.
- If Support is cancelled and no request to renew is received for 5 years, there may be a cost for repurchase of software.
- The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period.
- The anniversary date for payment of the hosting fees will coincide with the date of completion of installation. Hosting fees are billed and due at the beginning of the Hosting period.
- Support and Hosting renew automatically on an annual basis unless cancelled.
- Annual Support Agreements are provided to our customers each December for budget planning purposes for the upcoming fiscal year.
- Copies of Support Agreements are attached.

SUPPORT FEES

1 Year	FMS ANNUAL SUPPORT – 8:30-5; M-F	$5,416.00
1 Year	* HOSTING OF FMS	$3,500.00
	TOTAL FIRST YEAR ANNUAL SUPPORT AND HOSTING	$8,916.00

** Buyer understands that annual Hosting Renewal Date and Support Renewal Date will not fall in the same month. Hosting date must begin once FMS installation has taken place. Support Renewal Date will begin 30 days from completion of Training*

Please Initial ______

** Buyer understands that if the hosting fee is not paid annually when due, Southern Software will download the data in the format it is stored in and store it onsite before Microsoft Azure shuts down the host site. A migration fee would be due to Southern Software from Buyer in order to release the data.*

Please Initial ______

SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
FINANCIAL MANAGEMENT SYSTEM (FMS) (& HOSTING)
8:30 a.m., EST to 5:00 p.m., EST

FMS. This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of **FMS**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract DOES NOT cover assistance in the recovery of damage caused by viruses. *Southern Software will charge a fee for virus recovery assistance*.

Items NOT covered under this annual support agreement –

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party products or data transfers.**
- **Virus damage/recovery repair work.**
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Balancing of any Southern Software financial application data or reports. For example, Bank Reconciliation or Balancing the Master Balance Report to the Accounts Receivables.
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **On-site training.**
- **Interfaces with Third Party Products.**
- **Tax data conversions.**
- **General Data Conversions.**
- **Correction/Reversal of duplicate and/or incorrect transaction postings due to user error such as duplicate year end closeouts, duplicate/incorrect penalty postings, duplicate/incorrect bill processing, etc.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions for Re-architecture of software**

Benefits

- **The Software Support Agreement only covers software developed by Southern Software.**

- **Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST.**
- **Free software updates & upgrades.**
- **Software Updates for Southern Software products.**
- **Remote System Support.**
- **Free hardware/network assessments for upgrades.**
- **Free follow-up/new employee training at Southern Software's office.**
- **Free web training.**

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.

First Year Annual Support for FMS__$5,416.00__ (INCLUDED IN THIS CONTRACT)

First Year Annual Hosting for FMS__$3,500.00__ (INCLUDED IN THIS CONTRACT)

By signing this document you are confirming that you have read and understand the terms and conditions of this annual support agreement.

TOWN OF BOONVILLE, NC
Name of Department

ADMINISTRATIVE ASSISTANT

FLSA Status: Non-Exempt

General Statement of Duties

Performs a variety of general and fiscal clerical duties in the Town's Administrative office, primarily responsible for all Town Zoning, ~~billing and~~ collection of utility payments, collection of business/privilege license taxes. Other duties include customer service and answering the telephone providing general information.

Distinguishing Features of the Class

An employee in this class performs a variety of administrative support, records processing, data entry and related office duties. The range of work is generally routine in complexity. Work includes greeting the public and answering questions and providing information, typing or data entry work, and creating and maintaining accurate files and records. The employee is expected to have a good understanding of the Town and its services to respond to inquiries, including some technical knowledge about departmental or Town policies and procedures. Customer service duties require tact and courtesy particularly when encountering sensitive or confidential matters. Work has moderate complexity and some variety in daily assignments or work activities. Work typically follows established procedures; precedent setting situations are referred to others. Specific oral and/or written instructions are available to apply to most work situations. Work includes the use of modern office technology including word processing, data base, spreadsheet and other software applications. Work is performed under the direct supervision of the Finance Officer/Town Clerk and is evaluated through observation, conferences, and the quality and effectiveness of the work completed.

Illustrative Examples of Work

- ~~Performs a full scope of duties connected with billing and accounts receivable.~~
- ~~Coordinates and prepares bills for utility customers by entering customer information into an automated billing program.~~
- ~~Receives payments for utility bills, enters information (meter readings, rates, etc.) onto a computerized accounting system, verifies payments to funds received,~~ and compiles financial data to support deposits.
- ~~Makes daily deposits.~~
- Accepts and posts payments from customers.
- ~~Opens and closes accounts. Generates monthly reports of activity.~~
- Sends monthly email for past due utility accounts
- Prepares monthly water disconnect listing and disconnect fees.
- ~~Assesses monthly late fees on utility accounts.~~
- Exercises sound judgment in making decisions in conformance with laws, regulations and policies.
- Receives, greets, and directs visitors as appropriate. Provides a variety of routine information to the general public.
- Responds to questions and customer complaints, referring difficult situations to higher-level authority.
- Performs clerical duties such as mail, filing, and scheduling.
- Performs phone tree announcements, as needed, notifying residents of issues or changes to the normal schedule.
- Will serve as backup to Finance Officer/Town Clerk for billing and check processing.

April 2024
Town of Boonville

- Provides assistance and works with CPAs in conducting the annual fiscal audit.
- Performs other duties as assigned that support the overall objective of the Town.
- Serves as Deputy Finance Officer
- Serves as Zoning and Code Enforcement Officer and handles all zoning-related matters
- Serves as Assistant Town Clerk when needed.

Knowledge, Skills, and Abilities

Knowledge of:

~~Consumer billing and accounts receivable functions;~~

General office functions and methods, including office equipment and computer software for accounting and word processing;

English grammar and composition, business and/or legal formats, and spelling, to prepare routine correspondence;

Math skills to perform arithmetic computations, understands numeric filing systems, and performs financial record keeping;

Human relations skill to maintain harmony in a work setting and deal with customers in a way that reflects positively on the Town.

Ability to:

Maintain a complete set of accounting records and reports consistent with established procedures;

Interact with a wide range of contacts with courtesy and patience;

Learn and interpret Town codes, regulations as well as state laws, all within a reasonable time frame (Required);

Perform all of the clerical and record keeping duties of the position including operation of computer software programs designed for customer and billing information.

Working Conditions and Physical Demands of Work

Work is generally sedentary requiring some physical activity such as walking, reaching, stooping and repetitive motion of wrists, hand and fingers; can be characterized as being pressure sensitive based upon the nature of the situation; exposure to atmospheric conditions normally associated with office-type work. Requires sufficient hand eye coordination to recognize numbers, letters, and words. Requires sufficient strength to retrieve work materials from eye-level shelves and drawers. Requires the ability to use a typewriter style computer keyboard and 10-key for advanced data entry. Requires auditory ability to carry on conversations in person and over the phone. Work is performed indoors where minimal safety considerations exist.

Education and Experience

The position requires a high school diploma or GED supplemented with coursework in bookkeeping or accounting and computer-aided applications, plus two to five years of experience in a financial institution cashier or accounts receivable function, or an equivalent combination of work experience and education. Additional education may substitute for some experience.

Special Requirement

- Position requires a valid North Carolina Driver's License.
- Must be bondable and submit to a background check.
- Some travel will be associated with this position. Employee must have a personal car available for this travel. The Town will reimburse the employee's miles driven by the current IRS standard mileage rate.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

ADMINISTRATIVE ASSISTANT – PART TIME

FLSA Status: Non-Exempt

General Statement of Duties

Performs a variety of general and fiscal clerical duties in the Town's Administrative office, including collection of utility payments. Other duties include customer service and answering the telephone providing general information.

Distinguishing Features of the Class

An employee in this class performs a variety of administrative support, data entry and related office duties. The range of work is generally routine in complexity. Work includes greeting the public, answering questions and providing information, and maintaining accurate files and financial records. The employee is expected to have a good understanding of the Town and its services to respond to inquiries. Customer service duties require tact and courtesy particularly when encountering sensitive or confidential matters. Work includes the use of modern office technology including financial software. Work is performed under the direct supervision of the Finance Officer/Town Clerk and is evaluated through observation, conferences, and the quality and effectiveness of the work completed.

Illustrative Examples of Work

- Accepts and posts payments from customers.
- Receives, greets, and directs visitors as appropriate. Provides a variety of routine information to the general public.
- Responds to questions and customer complaints, referring difficult situations to higher-level authority.
- Performs other duties as assigned that support the overall objective of the Town.

Knowledge, Skills, and Abilities

Knowledge of:

General office functions and methods, including office equipment and computer software for accounting and word processing;

Math skills to perform arithmetic computations, and understands numeric filing systems;

Human relations skills to maintain harmony in a work setting and deal with customers in a way that reflects positively on the Town.

Ability to:

Interact with a wide range of contacts with courtesy and patience;

Working Conditions and Physical Demands of Work

The position is part-time and will be used on a as need basis.

Work is generally sedentary requiring some physical activity such as walking, reaching, stooping and repetitive motion of wrists, hand and fingers; can be characterized as being pressure sensitive based upon the nature of the situation; exposure to atmospheric conditions normally associated with office-type work. Requires sufficient hand eye coordination to recognize numbers, letters, and words. Requires the ability to use a typewriter style computer keyboard. Requires auditory ability to carry on conversations in person and over the phone. Work is performed indoors where minimal safety considerations exist.

Education and Experience

The position requires a high school diploma or GED.

Special Requirement

- Must be bondable and submit to a background check.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.