STATE OF NORTH CAROLINA COUNTY OF CHATHAM ECO TIP WEST LLC, Plaintiff, *v.* CHATHAM COUNTY, NORTH CAROLINA, Defendant.	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 26CV000456-180 **AMENDED COMPLAINT**

NOW COMES Plaintiff ECO TIP West LLC ("Plaintiff" or "Eco TIP"), and hereby alleges and sets forth the following Complaint against Defendant, Chatham County ("Defendant" or the "County").

SUMMARY OF THE CASE

This case involves Chatham County's decision to succumb to community pressure to adopt a twelve (12) month moratorium on data centers on February 11, 2026 (the "Moratorium"), without regard to the controlling statutes, case law, or Eco TIP's property rights. The Moratorium, and the County's refusal to recognize that Eco TIP's existing data center project is exempt, has and continues to cause Eco TIP substantial financial and other losses. Eco TIP is, therefore, filing this action to enforce its rights, recover its damages and attorney's fees, and force the County to adhere to well-established law.

Eco TIP is a land development company which owns a large industrial site known as Triangle Innovation West in Chatham County ("TIP West"). Eco TIP has spent years of its time, effort and over $11 million to develop an approximately 750 megawatt data center, which would include, *inter alia,* cryptocurrency mining operations, at TIP West (the "Data Center Project"). TIP West is a part of the Chatham County Moncure Megasite, which is a specifically identified area which has been zoned by the County and designated by the State of North Carolina for heavy

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industrial development, such as the Data Center Project. All utilities, including but not limited to electricity, water and sewer are adequate and available to serve the Data Center Project.

The Data Center Project is currently a use permitted by right under the Chatham County Zoning Ordinance in the Heavy Industrial district. This means there are no additional approvals required to develop and operate that use. Multiple County officials, including the County Manager, the County Attorney, and the County Planning Director have been aware of the Data Center Project and Eco TIP's efforts toward development since at least October 2025. At that time, these officials were approached and asked to confirm the by-right use of Eco Tip's property for use as a data center so Eco TIP could provide that confirmation to Duke Energy to reserve adequate electricity. The County promptly complied with the request by not only confirming the Data Center Project was a by-right use, but by also issuing Zoning Permit # PL-25-1750. This immediately conferred Eco TIP with statutory vested rights in the Data Center Project, which are protected property rights under the Law of the Land Clause, Article I, Section 19, of the North Carolina Constitution.

Then, upon information and belief, at some point thereafter but before January 20, 2026, County officials met behind closed doors with data center opponents and decided to stop all development of data centers in the County for at least one year. This decision was made without input from or notice to Eco TIP. In fact, upon information and belief, Eco TIP was purposefully kept in the dark and excluded from all discussions. The Moratorium was also unjustifiably rushed, and the process and enactment violated multiple statutory requirements. Because of these failings, the Moratorium is invalid.

Regardless, even assuming *arguendo* that the Moratorium was legally enacted, the Data Center Project was exempt from the Moratorium under N.C. Gen. Stat. § 160D-107(c). Eco TIP asked that the exemption be recognized by the County Board of Commissioners and explained the

reasons why the Data Center Project is exempt at the February 11, 2026 public hearing on the Moratorium. The request was ignored. A subsequent letter to the County Attorney again asking that the exemption be recognized was summarily denied with no explanation or analysis.

Based on the foregoing, Eco TIP has no choice but to seek Court intervention, including its right to "Expedited Judicial Review" under N.C. Gen. Stat. § 160D-107(f). This Complaint is filed pursuant to, *inter alia*, N.C. Gen. Stat. §§ 160D-107, 160D-108, 143-755, 160D-601(d), 160D-1401, 160D-1403.1, controlling case law and the North Carolina Constitution. Eco TIP's claims, which are alleged in more detail *infra,* include: 1) a challenge to the validity of the Moratorium; 2) a request for a declaration that the Moratorium violates the down-zoning provisions of N.C. Gen. Stat. § 160D-601; 3) a request for a declaration that Eco TIP has statutory and common law vested rights in the Data Center Project; 4) a declaration that, assuming *arguendo* the Moratorium is valid, the Data Center Project is exempt from the Moratorium; 5) a declaration that, assuming *arguendo* the Moratorium is valid, Eco TIP has permit choice rights to continue development of the Data Center Project, free from the provisions of the Moratorium; 6) the recovery of damages based on the County's violation of Eco TIP's rights under the North Carolina Law of the Land Clause; and 7) an award of attorney's fees under N.C. Gen. Stat. § 6-21.7.

PARTIES, JURISDICTION AND VENUE

1. Eco TIP is a North Carolina limited liability company with a registered office in Sanford, North Carolina.

2. Defendant Chatham County is a county organized and existing under and by virtue of the laws of the State of North Carolina and is vested with powers in accordance with the provisions of the North Carolina General Statutes. Defendant may be sued and held liable in this civil action.

3. This action arose in Chatham County, North Carolina, and the actions complained of occurred in Chatham County, North Carolina. Therefore, the Chatham County Superior Court has personal jurisdiction over Defendant.

4. This Court has subject matter jurisdiction over this lawsuit and the issues raised herein pursuant to N.C. Gen. Stat. §§ 1-253, 1-254, 160D-1401 and 160D-1403.1, and other applicable law.

5. Venue for this action is proper in the Superior Court of Chatham County pursuant to N.C. Gen. Stat. § 1-82.

6. Eco TIP is a "person" within the meaning of N.C. Gen. Stat. §§ 1-254 and 1-265 with vested property rights and other protected rights that are presently being affected by the County's unlawful conduct described herein.

7. Eco TIP has standing to file this action under N.C. Gen. Stat. § 1-254, N.C. Gen. Stat. Chapter 160D, N.C. Gen. Stat. § 143-755, and other applicable law.

8. This Complaint does not assert any claims or causes of action under federal law.

FACTUAL ALLEGATIONS

I. Background and History of the Data Center Project.

9. Eco TIP is a land development and investment company involved in, among other things, industrial site preparation and obtaining entitlements in, among other places, Chatham County, North Carolina. Eco TIP is the owner and developer of TIP West, which is an advanced manufacturing and industrial park created to attract industrial developers to Chatham County. TIP West is over 400 acres in size and is zoned Heavy Industrial under the County Zoning Ordinance. The Data Center Project is a use permitted by right on the TIP West property and has been for many years. Utilities required for heavy industry are in place and available.

10. The specific property on which the Data Center Project will be located is near the intersection Pea Ridge Road and Old US 1; specifically, Chatham County Parcel Numbers 911755, 5814, 96331, 96338, 96332, 96333, 96334, 96335 and 5321 (the "Data Center Property").

11. TIP West and the Data Center Property are also a part of the "Moncure Megasite" which is an area of Chatham County intended and designated for large-scale industrial, manufacturing and technology tenants. The Moncure Megasite is considered a premier site for economic growth in North Carolina, and as explained *infra* has been so designated by the State.

12. On June 18, 2018, the Chatham County Board of Commissioners (the "County Board") rezoned the Data Center Property to Heavy Industrial – along with other Moncure Megasite parcels (the "2018 Rezoning"). ***See* Exhibit A.**

13. The purpose of the 2018 Rezoning was to help complete the requirements for the Moncure Megasite to qualify for the "North Carolina Certified Sites Program." The 2018 Rezoning ordinance states: "This area has historically been looked at as the appropriate area for industrial uses in Chatham County." The area is "being readied for future industrial development," which was a County Board priority.

14. The Chatham County Board adopted the statutorily required statement that the 2018 Rezoning was consistent with the Comprehensive Plan because it would "ensure future job creation in the County," and because "[d]evelopment of the Moncure Megasite is not possible unless it is zoned for heavy industrial use." The 2018 Rezoning was "critical to 'developing and promoting' the Moncure Megasite to the future employers…." The County Board of Commissioners also found 2018 Rezoning would decrease the tax burden on residential property owners, because of the increased property values large industrial development would bring to the County.

15. Following the 2018 Rezoning, TIP West officially became a part of the "North Carolina Certified Sites Program." The Certified Sites Program provides a statewide inventory of industrial sites that have undergone a rigorous prequalification process to ensure they are ready for development. ***See* Exhibit B.** The certification is intended to encourage new developers to bring large industrial projects to Chatham County because the Moncure Megasite, including TIP West, is shovel ready for immediate intense industrial development.

16. Through the Rezoning and the Certified Sites Program designation, the State and the County earmarked the Data Center Property for large industrial development. The Data Center Property has industry-ready infrastructure, including water, sewer and electricity so it is equipped for development of the Data Center Project.

17. The Data Center Property is designated as an Employment Center pursuant to the County's Future Land Use and Conservation Plan Map which is a component of the Chatham County Comprehensive Plan. One of the Comprehensive Plan's policies intended to "[i]ncrease employment opportunities across the County" is to "[c]ontinue to develop and promote . . . the Moncure megasite." *See* Comprehensive Plan, Policy 3 pp. 54-55. The Small Area Plan, "Plan Moncure," also stresses "the importance of continuing to develop and promote 'megasites' in the County, including the Moncure Megasite to advance ongoing job growth in the area." *Id.* at p. 88. Plan Moncure specifically states this includes "TIP West" and, therefore, the Data Center Property. *Id.*

18. Eco TIP has made substantial expenditures and taken other significant steps toward development of the Data Center Project for at least four years. Prior to the enactment of the Moratorium on February 11, 2026, Eco TIP invested over $11 million in the Data Center Project

in reasonable and good faith reliance on the multiple development approvals and other permits issued by the County and the State, which are described in detail *infra.*

19. The Chatham County Economic Development Corporation (the "EDC") is a non-profit corporation that leads business recruitment, retention, and economic growth in Chatham County. The EDC is appointed by the County Board of Commissioners, and the County Manager is a nonvoting member of the EDC. Eco TIP's development and investment in the Data Center project were undertaken with the County EDC's knowledge, support and encouragement.

20. As a significant industrial development, the Data Center Project will require a larger than average amount of electricity to operate. Duke Energy has been working with Eco TIP to ensure appropriate capacity to supply electrical power to the Data Center Project. Duke Energy conducted a large load study for the Data Center project in January 2025 to analyze, *inter alia,* its available grid capacity. The load study concluded that sufficient power is available for the Data Center Project, and Duke Energy is prepared to provide that service.

21. TriRiver Water is the water and sewer provider to the Data Center Property. TriRiver has been provided with information about the Data Center Project and its needs, and has confirmed in writing that adequate water and sewer are available to serve the Data Center Project.

22. TIP West also has a large network of transportation options available to it, including access by highway, rail, air or water. Enbridge Gas North Carolina provides natural gas to TIP West.

23. The undisputed facts are that TIP West is already equipped for the Data Center Project, and there is no need to delay development by a Moratorium or otherwise to answer this question.

II. The County's Zoning Interpretation/Zoning Permit Determining that the Data Center Project Is a Use Permitted by Right on the Data Center Property.

24. The Data Center Property has been zoned Heavy Industrial since 1969. The Heavy Industrial zoning designation was thereafter strengthened and modernized to attract and allow new large intense industrial uses by the approval of the 2018 Rezoning of the Moncure Megasite. There is, thus, no question that the Data Center Project has been a "by-right" use on the Data Center Property for almost 60 years. Eco TIP was aware of the Heavy Industrial zoning designation and relied on this and the State Certified Sites designation when it undertook development, started making expenditures and started obtaining development approvals and permits for the Data Center Project as early as in 2022.

25. As alleged *supra,* TIP West's large load study was completed in January 2025, and the results confirmed Duke's ability to provide power to the Data Center Project. Thereafter, the Data Center Project was placed into Duke's large load queue process. Duke has confirmed that power will be available for the Data Center Project between 2028 and 2030. Per its agreement with Duke Energy, Eco TIP and not other Duke consumers will be responsible for the cost of Data Center Project's electricity.

26. On September 26, 2025, Eco TIP was contacted by Duke Energy and informed that it was updating its retail large load application process. The new process would not apply to previously filed applications, like that for the Data Center Project, but Duke was working to process those previously filed applications. Per Duke Energy, the Data Center Project would retain its place in the large load queue, but additional information was required. This included confirmation from Chatham County that the Data Center Property was properly zoned for the Data Center Project.

27. On or about October 27, 2025, Eco TIP engineer Mark Ashness ("Ashness") made a request to the Chatham County Planning Department for a zoning verification letter confirming that a data processing center was permitted by right on the Data Center Property. Under the County Zoning Ordinance, "Data processing, hosting and related services" is a by right use in the Heavy Industrial zoning district if public water and sewer are available. TriRiver Water is the current provider of public water and sewer to the Data Center Property.

28. Ashness submitted an official zoning verification request to the County on or about October 27, 2025. ***See*** **Exhibit C.** The request specifically asks for a written determination that the proposed use, *i.e.*, "the processing of data and data hosting, comparable to a modern data center," is permitted by right in the Heavy Industrial zoning district on the Data Center Property, under the classification "data processing, hosting and related services." The County was informed that the request was time-sensitive and a response was needed as soon as possible.

29. When a response was not immediately forthcoming, Eco TIP elevated the request to the County Attorney and the County Manager. Specifically, on October 28, 2025, Eco TIP Manager Kirk Bradley called the County Manager, Bryan Thompson (the "County Manager"), and explained the Data Center Project, the request for a zoning compliance verification, and the need for an immediate response due to a Duke Energy deadline. The County Manager indicated he would send the request to County Attorney, Bob Hagemann. Based on his conversation with the County Manager, Bradley was optimistic that Eco TIP would hear back quickly from Hagemann.

30. On October 29, 2025, the following day, Eco TIP attorney Patrick Bradshaw sent the following email to County Attorney Hagemann at 11:42 a.m.:

> Hi, Bob. I left you a voicemail a little while ago about my client's purchaser's need for a zoning verification letter for several parcels in the Heavy Industrial zoning district. The situation is even more urgent than I realized when I left the message for you. I mentioned that I would be out of the office between 11:30 and 1:30 today. If you are able to call back during that period, I would appreciate your calling my cell phone. . . .
>
> The question has to do with use of parcels in the heavy industrial district that are served by TriRiver water and sewer for a data processing center. Purchaser is working to confirm availability of power from Duke Energy. Duke has a queue process, and if we don't have a zoning verification letter by 5:30 pm today, we will lose our place in the queue.
>
> The parcels in question are 0091175, 0005814, 0096331, 0096338, 0096332, 0096333, 0096334, 0096335, 0096336, 0096337, 0005321, currently owned by Eco TIP West LLC.
>
> We would like to have a letter saying that use of the property for data processing, hosting, and related services is allowed by right. If the county cannot see its way clear to issue that letter today, we would try to work with a letter that says use of the property for data processing, hosting and related services is allowed by right or with a special use permit.

31. County Attorney Hagemann immediately forwarded Bradshaw's email to County Planning Director Jason Sullivan (the "Planning Director"), as well as the County Manager.

32. The Planning Director then sent an email to Eco TIP attorney Bradshaw at 1:34 p.m. on October 29, 2025 stating that he had been forwarded Bradshaw's email by Attorney Hagemann, but the Planning Department was waiting for additional information from Eco TIP's engineer. Bradshaw was directed to the on-line portal and informed that the planner who would respond, Angie Plummer, would be leaving the office at 2:45 p.m. The Planning Director acknowledged the request was time sensitive.

33. Shortly thereafter, on October 29, 2025, the County issued **"Permit #: PL-25-1750"** entitled "Chatham County Planning Department Zoning Interpretation" (the "Zoning Permit"). ***See*** **Exhibit D.** The Zoning Permit specifically states that it is an "official zoning interpretation" for the Data Center Property and the proposed use is "data processing hosting and

related services." The Zoning Permit also states that the proposed use is allowed with a special use permit (or "SUP") "unless connected to public water and sewer and then would be permitted 'by right.'"

34. Duke Energy was provided a copy of the Zoning Permit, but requested more information, specifically whether the Data Center Project needed an SUP or was a "by right" use.

35. Eco TIP immediately contacted the water and sewer provider TriRiver Water asking for confirmation that public water and sewer were available to serve the Data Center Project. This confirmation was provided in writing by TriRiver Water's Director of Engineering Jason Bertoncino, PE on October 30, 2025. ***See*** **Exhibit E.** This confirmation was promptly forwarded to the County, with a request for an update to the Zoning Permit.

36. On October 30, 2025, Planning Director Sullivan issued an "Addendum to Zoning Compliance Letter dated 1/29/2025," *i.e.*, Zoning Permit #: PL-25-1750. The Addendum provides as follows:

> This letter serves as an addendum to the zoning compliance letter dated 10/29/2025 for the following parcels 911775, 5814, 96331, 96338, 96332, 96333, 96334, 96335 and 5321. These parcels are zoned Heavy Industrial and "Data processing, hosting, and related services" are allowed under a special use permit, unless connected public water and service and then are allowed "by right". Pursuant to a letter from TriRiver Water dated 10/30/2025 these properties can be served by public water and sewer, which means "Data processing, hosting, and related services" are allowed as a "by right" permitted use for these parcels.

See **Exhibit F.**

37. Therefore, no later than October 30, 2025, which was months before the call for a public hearing on the Moratorium, the County Manager, the County Attorney, and the County Planning Director had actual and direct knowledge that: 1) development of the Data Center Project was underway; 2) Eco TIP was the owner of the Data Center Property; 3) water and sewer were available for the Data Center Project; and 4) Eco TIP was in the queue for Duke Energy to supply

electricity to the Data Center Project. The knowledge of these individuals was imputed to the County which was, thus, also aware Eco TIP's Data Center Project was underway, had been issued the Zoning Permit confirming the by right use on the Data Center Property, and that the Data Center Project had adequate and available utilities.

38. The Zoning Permit, including the Addendum, is a "development permit" as that term is defined in N.C. Gen. Stat. § 160D-108 and § 143-755. The Zoning Permit, including the Addendum, is also a binding zoning determination, of which the County had actual knowledge no later than October 30, 2025, and was never appealed to the County Board of Adjustment by the County or any other person with standing within 30 days of the decision. *See, e.g.,* N.C. Gen. Stat. § 160D-405; *S.T. Wooten v. Town of Zebulon*, 210 N.C. App. 633, 711 S.E.2d 633 (2011). The Zoning Permit is, thus, final, binding and could be relied upon by Eco TIP to guide its future development actions.

III. The Moratorium.

A. The January 20, 2026 Board of Commissioners Meeting.

39. Prior to January 20, 2026, there had been no public discussion regarding a moratorium on data centers by the Chatham County Board of Commissioners. To the contrary, one of the primary economic development goals for Chatham County for 2026 was to increase industrial development in the County.

40. In addition to the Zoning Permit, prior to the adoption of the Moratorium, Eco TIP had also already obtained multiple other permits and development approvals from the County for the Data Center Project over a period of years without incident. And, during this time period, Eco TIP made substantial expenditures toward the development of the Data Center Project in good faith and reasonable reliance on these permits and approvals.

41. There was a regularly scheduled County Board of Commissioners meeting on January 20, 2026. As with every regular Board of Commissioners' meeting, one of the items on the agenda on January 20 was "Public Comment." Public Comment allows individuals to sign up and address the Board on any topic related to Chatham County business.

42. Unbeknownst to Eco TIP, upon information and belief, some or all the County Commissioners had communicated and/or met with each other behind closed doors and decided to impose a moratorium on data centers, including the Data Center Project before the January 20, 2026 meeting.

43. Upon information and belief, also before the January 20 meeting, some or all of the County Commissioners had communicated and/or met *sub rosa,* with multiple individuals who oppose data centers in the County. These data center opponents were urging the Commissioners to impose a data center moratorium. Upon information and belief, these opponents were not told by the County, nor were they otherwise aware, of the Data Center Project and Eco TIP's vested and other protected property rights, to develop and operate at the Moncure Megasite.

44. Upon information and belief, during these private meetings, the County Commissioners made a plan to have these individuals speak in favor of the Moratorium and in opposition to data centers on January 20. In fact, upon information and belief, the County notified and recruited these opponents to speak at Public Comment in favor of a data center moratorium.

45. The video and transcript of the January 20, 2026 meeting confirm that County staff, including the County Manager and the County Attorney, had been given direction by one or more Commissioners to prepare a new item that would be added to the agenda at the January 20, 2026 meeting to discuss a moratorium on data centers. ***See*** **Exhibit G** (transcript) **https://chathamnc.granicus.com/player/clip/541 (video).**

46. At the beginning of the regular County Commissioners' meeting on January 20, 2026, the Board voted to amend the agenda to add an item to discuss a moratorium on data centers.

47. The January 20, 2026 meeting video and transcript also indicate that County staff had already been instructed to start preparing a notice for a moratorium hearing and a draft of a moratorium ordinance. Upon information and belief, one of more of the County Commissioners asked staff to prepare the Moratorium item to add at the table on January 20, but to keep this item off the agenda and out of the public realm until that time.

48. Upon information and belief, the decision to add the moratorium item at the January 20 meeting, rather than to give normal advance notice, was to make sure Eco TIP was not aware of the item and so would not attend and participate. In fact, no interested data center stakeholders or proponents, including but not limited to Eco TIP, were given any notice this topic would be discussed, and upon information and belief, were purposefully kept in the dark. Only those orchestrated to speak in favor of the Moratorium were given prior notice.

49. County Board Chair Amanda Robertson stated at the beginning of the January 20 meeting that the other Commissioners were "aware" that the agenda would be amended to add a discussion on a data center moratorium and that "everybody's been notified."

50. Significantly, simultaneous communication occurring among a majority of Board members to discuss County business outside a public meeting, even by email, or text message, would be a violation of the State's Open Meetings Laws. Again, Eco TIP asked for these communications by a public records request, but the County has not yet provided them.

51. Chair Robertson further stated a moratorium was needed for the County to have protection for the people and the environment, "*before such a thing may come our way*." (emphasis added). This indicated there was a decision to publicly ignore the Data Center Project, and to lead

the public to believe there were no existing vested data center developments underway in the County.

52. Five members of the public spoke during Public Comment on January 20 and encouraged the Board of Commissioners to adopt a moratorium on data centers. Only four of the speakers were residents of Chatham County. There were no opponents because, upon information and belief, no one other than proponents were given notice that a moratorium would be discussed, nor that the Board had already determined to call a public hearing on the Moratorium as soon as legally possible at the January 20 meeting.

53. None of the individuals who spoke in support of the Moratorium had any expertise about data centers or the potential impacts to the County but expressed only generalized fears about the use. The primary complaints were that data centers were large users of water and electricity and there may not be sufficient capacity in the County.

54. The January 20 Public Comment speakers were concerned about the "proliferation" of data centers in the County, although one speaker, Jean Ambrose, recognized that "data centers could locate in the Moncure Megasite," but it would be a concern to allow them in rural parts of the County.

55. The Public Comment speakers did not indicate they knew there was a pending and approved Data Center Project nor that there had already been decisions by applicable utility providers that sufficient electricity and water are available. Nothing in the Public Comments indicated that the speakers would oppose the Data Center Project with allocated utilities and infrastructure if located at the Moncure Megasite.

56. One individual speaking at Public Comment, John Wagner, stated that he wanted to talk about "two things . . . . One is data centers - - *I will speak more about it at the next meeting*

- - but we don't need them." This confirms that the opponents had already been told there would be a future public hearing on a data center moratorium, although Eco TIP was not even informed the Moratorium would be discussed on January 20, 2026.

57. Following the close of the Public Comment item, the County Board discussed the newly added data center moratorium agenda item. The Board Chair Robertson stated that there is concern about multiple data centers coming to the County and she commended members of the public for bringing this to the attention of the Commissioners because a moratorium is "necessary."

58. The County Manager stated his appreciation to the County Board for telling staff in advance that the agenda would be amended, so they could prepare for the new item. He explained that data centers are currently allowed in the Heavy Industrial district by right with public water and sewer. The County Manager explained a moratorium would be needed to update the ordinance to add development standards, which would then remove the data center use from the by right category in the Heavy Industrial district.

59. The next regular Board meeting after January 20, 2026 would be February 16; however, the Board wanted to meet sooner so the Moratorium could be "accelerated." The public hearing on the Moratorium was set for February 11 because that was the earliest date that would meet the notice requirements and all the Commissioners could attend. The County Board was so anxious to stop the data center use that it could not wait five additional days for their next regular meeting, when the public would expect the Commissioners to meet.

60. The County Manager originally suggested a moratorium of six to eight months, but this was ultimately extended to one year by consensus of the Commissioners. Some wanted longer. It was clear from the Commissioners' discussion that the purpose of the Moratorium was to stop

the development of data centers for as long as they could - without any consideration of the actual time it would take to draft new development regulations.

61. The Commissioners inquired whether there were any legal concerns they should be aware of if a moratorium was passed. The County Manager stated not unless there were "active applications or projects that could be impacted in some way," but *"[w]e don't have that presently."* This statement was incorrect because the County Manager knew about the Data Center Project, that it had been issued the Zoning Permit, and that adequate utilities were available.

62. The County Attorney was also asked if any legal challenges could be made.[1] The County Attorney responded that there could be challenges, "but the general statutes do allow these moratoriums, and [the County Manager] has pointed out the several factors that need to be followed, and so long as the County follows those, the County can proceed in this way." Thus, the County Attorney also failed to mention the Data Center Project and did not explain the required exemptions that would need to be recognized under N.C. Gen. Stat. § 160D-107 for projects such as the Data Center Project.

63. The January 20, 2026 meeting video and transcript are clear that the decision to adopt the Moratorium had been made before that meeting and before the public hearing was called.

B. The February 11, 2026 Public Hearing on The Moratorium.

64. The first speaker at the February 11 public hearing on the Moratorium was County Planner II, Hunter Glenn ("Glenn"). Glenn explained that a moratorium is a "legal halt" to development to allow the County to change the rules and regulations for data centers. Essentially,

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[1] At the time the Zoning Permit was approved, the County Attorney was Bob Hagemann. The County Attorney at the time of the public hearing was Emily Meeker. Both Hagemann and Meeker are partners at the law firm of Poyner Spruill in Raleigh.

the purpose is to require currently permitted by-right data centers to wait - and do nothing for a year - and then force compliance with new yet unknown more stringent rules which will likely prohibit their projects when the Moratorium expires.

65. N.C. Gen. Stat. § 160D-107(d) is entitled "Moratoria" and, *inter alia,* sets forth the four required findings for the adoption of a lawful moratorium. Glenn went through these statutory findings with the County Board with a PowerPoint presentation setting forth why they could allegedly be met. ***See*** **Exhibit H (transcript); https://chathamnc.granicus.com/player/clip/545 (video).**

66. The first finding under § 160D-107(d)(1) requires the County Board to adopt:

> A statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the local government and why those alternative courses of action were not deemed adequate.

67. The first basis for the finding that Glenn described as "Necessity," was that there would be a considerable amount of "water and electricity usage." Glenn's specific statement to the Board was that data centers use "lots of water" and "lots of power."

68. The PowerPoint slide for Finding 1 also stated there could be unidentified "[e]nvironment impacts" and "[n]oise concerns." No facts were presented at the public hearing to support these speculative statements. ***See*** **Exhibit I.**

69. Glenn told the County Board that the County would use the Moratorium period to "develop land use regulations that would be required to mitigate some of the negative impacts" associated with data centers. He did, not, however, have any idea what those regulations would be, and it was apparent that the County staff had no knowledge whatsoever about how data centers operate, or what the County could or might do to regulate them. Based on the limited documents

provided to Eco TIP through a public records request, it appears the Planning Department's main source of information was internet research – with no substantiation that the information they found was accurate.

70. Glenn told the Board it could "potentially regulate the power source." However, the County has no authority to regulate the use of water, sewer or electricity or how much or who is entitled to those utilities. Duke Energy and the North Carolina Utilities Commission have exclusive jurisdiction over electricity. TriRiver Water is the sole provider and decision maker with respect to water and sewer. Prohibiting a data center based on these factors would be beyond the County's power. *See, e.g. Browning Ferris Industries v. Wake County*, 905 F. Supp. 312 (E.D.N.C. 1995)(county could not stop permitted use by controlling its access to water).

71. In addition, with respect to the first finding under N.C. Gen. Stat. § 160D-107(d)(1), no alternatives "other" than a moratorium were considered or discussed by the County Board. The Moratorium's attempt at meeting this standard is found in Section 2 and states only that: "The County has looked at alternative solutions to a moratorium but found none." This is meaningless and unsubstantiated. Regardless, there are in fact, many other alternatives that could have been implemented in a much shorter time period, such as changing the approval process for data centers, while at the same time, recognizing Eco TIP's protected property rights.

72. The remaining findings under § 160D-107(d)(2), (3) and (4) are as follows:

> (2) A statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to imposition of the moratorium.
>
> (3) A date for termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium.

(4) A statement of the actions, and the schedule for those actions, proposed to be taken by the local government during the duration of the moratorium to address the problems or conditions leading to imposition of the moratorium.

73. Glenn told the Board the second finding required the Board was to determine "what this moratorium is subject to." He stated that the Moratorium would be for any development approval for a data center, data processing facility or anything else "that would do something that's related to a data center." The adopted Moratorium, however, did not do what Glenn suggested, but instead erroneously imposed a moratorium on "*development regulation[s]*" instead of "*development approvals.*" (emphasis added). This violates N.C. Gen. Stat. § 160D-107(a) ("local governments may adopt temporary moratoria on any development approvals …").

74. As to the third finding, the County Board had previously decided on or before January 20, 2026, that the duration of the Moratorium would be at least one year. At the February 11, 2026 public hearing, Glenn explained that the twelve months was for "continued research on studying the impacts of data centers and data processing, cryptocurrency mining – everything like that."

75. Upon information and belief, this unwarranted and unreasonably long Moratorium was to allow the County to drag out the Moratorium to allow for a text amendment process that could be done in less than half the time proposed to stop the Data Center Project. In fact, it has become clear since the Moratorium was adopted, based on recent meetings of the County Planning Board, that the County has no plan and no idea what data centers even are, or how to regulate them, and cannot even agree among themselves as to where to start.

76. Although there was little to no discussion by the County Board on this standard at the February 11 public hearing, Glenn did present a PowerPoint slide on the fourth finding which states:, *i.e.,* "a statement of the actions [and] the schedule for the actions" that the County proposes

to take "to address the problems or conditions leading to imposition of the moratorium." This slide indicates that County staff will take four months to "study the impacts" of data centers and then to "develop the land use regulations required to mitigate the negative impacts associated with land uses."

77. Glenn then told the Board it will take six to eight months "for the legislative text amendment process." Under state law and the County Zoning Ordinance, this process can easily and legally be accomplished in less than 90 days, yet there was no explanation as to why this extended period was necessary.

78. Following the staff presentation, the public hearing was opened. Each speaker was given three minutes. There were four speakers opposed to the Moratorium and three who provided information but did not take a position. There were twelve speakers opposed to data centers and in favor of the Moratorium.

79. The first speaker against the Moratorium was Eco TIP Manager Kirk Bradley. Bradley explained to the Board that the Moratorium was unnecessary because there are other options to regulate data centers, and regardless, six months would be enough time to consider new rules. Bradley also informed the Board of Eco TIP's substantial expenditures of over $11.3 million to obtain permits and clear and prepare the Data Center Property for the Data Center Project. Bradley expressly stated that this would make Triangle Innovation Point West "exempt from any proposed moratorium and changes to the [Zoning Ordinance]."

80. Eco TIP Attorney Patrick Bradshaw also spoke against the Moratorium on behalf of Eco TIP. Bradshaw informed the Board that: 1) TIP West is zoned Heavy Commercial and the Data Center Project is a by right use which the County has confirmed in writing; 2) the Moncure Megasite has a history of industrial uses and already has proximity to water, sewer and electricity;

3) Eco TIP is exempt from the Moratorium under N.C. Gen. Stat. § 160D-107 because it has made substantial expenditures of over $11 million in good faith reliance on prior development approvals; 4) Eco TIP has a pending site plan application before the County for the Data Center Project and is, thus, protected by the permit choice statutes; and 5) enacting the Moratorium to allow data centers to be removed as a use permitted by right use is a down-zoning in violation of N.C. Gen. Stat. § 160D-601.

81. Bradshaw told the Board:

> I'm sharing these thoughts with you before you adopt a moratorium, in an effort to be transparent about my client's intentions with regard to its property and the development project about which it has already invested very substantial expenditures, so that you can take that into account as you deliberate over whether a moratorium is the appropriate policy for Chatham County, and whether it will have the effects for which its proponents hope.

82. Michael Smith, the President of the Chatham County EDC also spoke against the data center moratorium. Smith emphasized that data centers are, and should only be allowed in heavy industrial districts, which is already the case in Chatham County. There is no risk that data centers will locate near residential subdivisions because it is already not allowed. Smith explained that the current Chatham County tax base is 90% residential and there is a need for more commercial and industrial uses in the County. A new data center would bring a $2 billion investment to the County which translates to $12 million in additional tax revenue.

83. Mark Ashness from LJA Engineering also spoke against the Moratorium. He is also the former Chatham County Public Works Director. Ashness has been working with Eco TIP on the Data Center Project "since the inception." Ashness told the County Board that the County had issued the Zoning Permit, and that Eco TIP had already met with County Inspections and the Fire

Marshall and had made a pre-submittal based on the County's comments. Ashness stated that water use for the Data Center would be *lower* than the prior usage of water on the same parcels.

84. There were three speakers at the public hearing that were neither for or against the Moratorium but provided relevant information for the Board to consider.

85. John Geib is the founder of the Kilowatt Cooperative, which is an electric utility consultant, and Geib spoke to bring "balance and inclusiveness to the conversation." Geib noted that Duke and other utility providers are formulating rules to minimize the impact of data centers and that data centers do bring benefits to the communities where they locate. Geib suggested a "thoughtful data driven approach," which is more productive than "rushing forward or closing the door entirely."

86. Sarah Stevens is the District Manager for Duke Energy in Chatham County. Stevens explained that Duke works with local governments to provide the energy needed for industries to support economic growth. Stevens stated she wanted to "myth bust" ideas about data centers. Stevens told the County Board that data centers are required to pay the full cost for delivering service to their sites; residential customers do not pay. In fact, data centers and other large load customers lower costs for other customers by spreading fixed service expenses across a broader customer base. Data centers do not get discounted energy bills.

87. Kyle Shipp is a construction professional who has been involved in large data center infrastructure for 15 years. Shipp told the Board that each data center is different, so it is difficult to regulate them through zoning. Shipp stated he understood the moratorium would likely pass but encouraged it to be short because it creates uncertainty that could discourage businesses from locating in Chatham County.

88. The primary concerns for the Moratorium proponents were a data center's use of water and electricity, potential environmental impacts and noise. The proponents of the Moratorium did not address the Data Center Project, nor provide any reason why it should not be allowed to proceed at the Data Center Property.

89. The public hearing was closed after the last speaker. The Chair then immediately called for a motion to adopt:

> [A]n ordinance instituting a temporary moratorium on the permitting of data centers, data processing facilities, cryptocurrency mining operations and any use associated with data processing facilities within Chatham County for up to one year.

88. The motion to adopt the Moratorium against "permitting" was seconded and approved unanimously. Despite the number of speakers who addressed the Board at length about the Data Center Project, the Commissioners did not engage in any discussion whatsoever nor did they acknowledge or discuss Eco TIP's exemption request or ask the County Attorney to address it. They likewise made no mention of and did not analyze the Moratorium in light of the Comprehensive Plan, Plan Moncure, or the Moncure Megasite.

C. The Adopted Moratorium Ordinance.

90. A County's decision to pause permitted development is an extreme measure which requires adherence to specific statutory requirements, including but not limited to those set forth in N.C. Gen. Stat. § 160D-107. In its haste to approve the Moratorium at breakneck speed, the County made multiple mistakes and failed to follow the clear and unambiguous standards and requirements. Among other things, the four "Required Statements" that must be included under N.C. Gen. Stat. § 160D-107(d) were incomplete and lacked the facts and data required to comply with the statute.

91. Section 1 of the Moratorium Ordinance is the paragraph which purports to affirmatively enact the Moratorium. It expressly states that the Moratorium "is hereby imposed" on the "approval of new *zoning regulation* [sic]…." (emphasis added). ***See*** **Exhibit J.** N.C. Gen. Stat. §160D-107(a) only allows the County to adopt temporary moratoria on "*development approvals."* The Moratorium, therefore, violates the statute and is void for that reason.

92. The title of the Moratorium states that it is a "Moratorium on the *Permitting* of Data Centers" and related uses. (emphasis added). The title does not control the substance of the Ordinance but demonstrates that the County again used the wrong statutory terminology to effectuate a moratorium under N.C. Gen. Stat. § 160D-107. This is not only illegal, but negligent.

93. Section 2 states the Moratorium is "on the *use* of the property for data centers and related uses." (emphasis added). There is no statutory authority to place a moratorium on the "use" of property. This is yet another careless error and inconsistency in the Moratorium.

94. The last sentence of Section 2 of the Moratorium states that "[a]ll development approvals are subject to the Moratorium." This is correct language, but it cannot operate to undo the multiple other errors in the ordinance, nor remedy the fact that Section 1 imposes a moratorium on "new zoning regulation[s]." Well-established North Carolina law provides that if a land use regulation is ambiguous, *i.e.,* susceptible to more than one meaning, it must be construed in favor of the free use of property. *Schooldev E., LLC v. Town of Wake Forest*, 386 N.C. 775, 776, 909 S.E.2d 181, 184 (2024) (explaining the "free use of land" canon of construction). Attempting to impose a moratorium on 1) "development regulations;" 2) "permitting;" 3) the "use" of property and 4) "development approvals" in a single ordinance is the very definition of ambiguous.

95. The North Carolina Supreme Court recently warned that local governments do *not* have the authority to ignore the free use of land canon of construction because "[i]t reflects our

state's longstanding policy to protect property rights under the constitution." *Schooldev E., LLC* at 789, 386 S.E.2d at 192. The Moratorium is, thus, void for this reason as well.

96. N.C. Gen. Stat. § 160D-107(d)(1) requires the Moratorium to set forth a statement of the problems or conditions that necessitated the Moratorium and what other courses of action were considered and why they were not deemed adequate. In a weak effort to make this finding, Section 1 of the Moratorium states only that: "The County has looked at alternative solutions to a moratorium but have found none."

97. This Section 1 statement adopted by the County fails to comply with N.C. Gen. Stat. § 160D-107(d)(1) because *no* alternatives are listed, much less an explanation as to why they were inadequate. This omission is also faulty because there are multiple less draconian, more reasonable and quicker solutions. These options were presented to the County by Eco TIP and others; however, these alternative solutions were patently ignored by the Board of Commissioners.

98. Section 2 of the Moratorium states the problems or conditions necessitating the Moratorium are that "data processing facilities require considerable amounts of electricity and water usage." The County states it is in the process of developing "zoning standards and mitigation methods" purportedly to mitigate the use of what Hunter Glenn characterized as "lots" of water and power. The County does not, however, have jurisdiction to regulate water or electricity, so this "problem or condition" cannot justify the Moratorium.

99. There is no authority to pause development approvals by enacting a moratorium to allow the County time to draft and pass an illegal ordinance. New zoning regulations governing water and electricity and the amount and methods to provide those utilities to data centers is not legal under N.C. Gen. Stat. Chapter 160D and other applicable statutes. This is yet another reason the Moratorium is void.

100. Section 2, Section 3 and Section 4 also state the Moratorium's purpose is to allow the County time to consider and adopt new regulations that will remove data centers and related uses as a use by right. The County plans to add more regulations to the UDO, which will prohibit data centers in some circumstances. Land use regulations which would achieve the County's desired effect would be a prohibited down-zoning under N.C. Gen Stat. § 160D-601. It is not lawful to pass a moratorium to gain additional time to draft and enact an ordinance that would be in direct violation of Chapter 160D.

101. A quote by County Board Chair Amanda Robertson on the County's website in an article dated February 12, 2026, confirmed the Board's intent in enacting the Moratorium was to allow time to enact regulations to "guide where and how" data centers can operate in Chatham County "in the future." *See* https://www.chathamcountync.gov/our-community/news-updates/-arch-1/-seldept-9.

IV. Eco TIP's Post Public Hearing Written Request for an Exemption Under N.C. Gen. Stat. §160D-107(c).

102. On March 2, 2026, Eco TIP renewed its request that its exemption to the Moratorium be recognized by the County by a letter from Eco TIP attorney Patrick Bradshaw to the new County Attorney Emily Meeker. ***See*** **Exhibit K.** The letter sets forth the specific facts supporting the exemption request, including a list of development approvals and permits which had been issued for the Data Center project by the County and the State of North Carolina. The letter also provided detailed documentation of the over $11 million spent in reliance on those approvals and permits.

103. The County Attorney did not submit the Exemption Request to the Board of Commissioners for review, but instead apparently gave the request to "the Planning Department."

104. On March 17, 2026, the County Attorney responded as follows:

> The Planning Department has carefully reviewed the letter from Patrick Bradshaw, along with all of its attachments. The Planning Department has determined that Eco TIP West LLC's proposed project is not exempt from the County's moratorium on data centers, data processing facilities, and cryptocurrency mining operations.

***See* Exhibit L.**

105. The "Planning Department" is not a legally recognized entity and has no authority or jurisdiction to make exemption decisions, or any other determinations under N.C. Gen Stat. § 160D-107(b).

106. Accordingly, the County has not yet made any decision on Eco TIP's exemption request under Section 160D-107(c). Eco TIP is entitled to obtain a decision on its exemption by an expedited hearing under N.C. Gen. Stat. § 160D-10(f), which it seeks by this civil action.

V. The Refusal to Process Eco TIP's Site Plan Application.

107. As a part of the Data Center development review process, Eco TIP was instructed by the County Planning staff to submit its Site Plan to the Chatham County Appearance Commission (the "CCAC") for review. The County informed Eco TIP that this was a required development permit for the Data Center Project.

108. Eco TIP submitted a complete application to the CCAC on February 11, 2026 at 3:09 p.m. requesting site plan review and CCAC approval. This was prior to the adoption of the Moratorium later that same day. ***See* Exhibit M.**

109. The County Zoning Ordinance does not require site plans to be reviewed by the Appearance Commission, so it is unclear why Eco TIP was told to take this step. The Appearance Commission could not require changes to the Site Plan or deny the application. Eco TIP nonetheless complied and, thus, the CCAC site plan application constituted "a permit application" for development" under N.C. Gen. Stat. § 143-755 entitled "Permit Choice."

110. The Site Plan application was scheduled to be heard by the CCAC on February 26, 2026.

111. Angela Plummer, County Zoning Administrator/Planner II sent Eco TIP an *ad hoc* and unsolicited email on February 18, 2026 stating that the Data Center Project would be removed from Appearance Commission agenda the following week because the Data Center Project was subject to the Moratorium. ***See*** **Exhibit N**. Plummer did not have authority to decide Eco TIP's rights under N.C. Gen. Stat. § 160D-107(d), so this decision is meaningless and without binding effect. *See, e.g.,* N.C. Gen. Stat. § 160D-402(b). Eco TIP has appealed the email to the County Board of Adjustment in an abundance of caution; however, the Moratorium exemption question is now before the Superior Court which has exclusive subject matter exclusive jurisdiction per N.C. Gen. Stat § 160D-107(f).

VI. Eco TIP's Approvals and Substantial Expenditures.

112. In good-faith reliance on the Heavy Industrial zoning designation, the Zoning Permit, and valid development approvals from Chatham County and other government entities, Eco TIP has expended millions of dollars over a period of years to develop the site for data processing, hosting and related services. Under N.C. Gen. Stat. § 160D-107(c), "development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval" is exempt from a moratorium. Therefore, the Data Center Project is exempt from the Moratorium as a matter of law.

113. In addition to the Zoning Permit issued by the County in October 2025 which confirms that the Data Center Property can be developed as a data center "by right," an illustrative but not exhaustive list of prior valid developments approvals and/or development permits by Chatham County for the Data Center Project include the following:

(1) January 10, 2022, Letter of Approval signed by the Chatham County Watershed Protection Department for WP-21-367 involving development grading work related to the demolition process on the Data Center Project at TIP West. Demolition work is included in the definition of the term "Development" pursuant to N.C. Gen. Stat. § 160D-102(12).

(2) February 16, 2022, Land-Disturbing Permit for WP-21-367 corresponding to the above Letter of Approval. This permit authorized commencement of land-disturbing activity on the Data Center Project as part of the major demolition development activity.

(3) January 9, 2023, Letter of Approval signed by the Chatham County Watershed Protection Department for WP-22-652 involving development grading for installation of infrastructure necessary for the Data Center Project.

(4) February 6, 2023, Land-Disturbing Permit for WP-22-652 corresponding to the above Letter of Approval. This permit authorized commencement of land-disturbing activity on the Data Center Project as part of the installation of infrastructure necessary for the Data Center Project.

(5) March 31, 2022, Letter of Approval signed by the Chatham County Watershed Protection Department for WP-22-30 involving construction of utility infrastructure on or for the Data Center Project.

(6) April 18, 2022, Land-Disturbing Permit for WP-22-30 corresponding to the above Letter of Approval. This permit authorized commencement of land-disturbing activity on the Data Center Project as part of the installation of utility infrastructure necessary for the Data Center Project.

(7) March 17, 2022, Stormwater Permit for SCM-21-16 signed by the Chatham County Watershed Administrator approving construction of stormwater detention facilities within the Data Center Project.

(8) February 16, 2023, Chatham County Building Permit for BP-23-429 authorizing demolition of existing structures and removal of existing slabs, footings and roads within the Data Center Project area.

(9) March 22, 2023, Chatham County Building Permit for BP-23-905 approving construction of retaining wall/sound wall for the Data Center Project.

(10) February 3, 2023, Floodplain Development Permit for WP-23-9 signed by the Chatham County Watershed Protection Director authorizing demolition of existing industrial plant and infrastructure, wastewater treatment plant

closure, Duke Energy station decommissioning and redistribution of crushed material to close ponds and unsuitable soils.

(11) April 11, 2023, Sign Permit for Zoning Compliance for PL-23-684 signed by Zoning Administrator authorizing construction of signage within the Data Center Project.

(12) November 8, 2022, Sewer Extension Application Approval by City of Sanford FT-348 for extension of sewer to the data Center Project.

(13) August 4, 2022, Application for Approval of Engineering Plans and Specifications for Water Supply Systems for connection of the Data Center Project to the public water system, signed off by the County Manager.

***See* Exhibit K.**

114. Furthermore, an illustrative but not exhaustive list of prior valid development permits and/or development approvals by North Carolina State government agencies for the Data Center Project include the following:

(1) October 31, 2022, NCDWR Approval for 22-0756 Water Main Extension to the Data Center Project.

(2) June 29, 2023, NCDWR Final Approval of Water Main Extension 22-0756 for the Data Center Project.

(3) August 10, 2022, NCDOT Encroachment Agreement for E081-019-22-00232 approving installation of Water Main extension lines for the Data Center Project, with the County as a party and signatory to the encroachment agreement.

(4) February 14, 2023, NCDOT Encroachment Agreement for E081-019-23-00019 approving road widening, pavement markings and turn lanes for the Data Center Project.

(5) February 14, 2023, NCDOT Chatham County Driveway Permit for D081-019-23-00008 authorizing construction of driveway for the data Center Project, approved by the County Planning Director.

(6) January 18, 2023, NCDEQ Stormwater Discharge Permit for Grading on the Data Center Project site.

(7) February 3, 2023, NCDHHS Demolition Permit/Notification for the Data Center Project.

(8) December 9, 2022, NCDWR Permit WQ0043389 for wastewater collection system extension to the Data Center Project.

***See* Exhibit K.**

114. Eco TIP has incurred substantial expenditures in excess of $11 million for work and materials on the Data Center Project in good faith reliance on valid prior development approvals and/or development permits.

115. Invoices showing expenditures of $11,313,768 are attached as **Exhibit O**; however, those amounts are not intended to reflect all of the eligible good-faith expenditures incurred by Eco TIP in furtherance of the development of the Data Center Project.

116. The substantial expenditures incurred by Eco TIP would not have been undertaken but for Eco TIP's reasonable reliance on its prior valid development approvals and/or development permits; they serve as the basis for both common law and statutory vested rights. *See, e.g.* N.C. Gen. Stat. § 160D-108, § 143-755.

117. Eco TIP's work expenditures in furtherance of the Data Center Project all fall within the statutory definition of "development" under N.C. Gen. Stat. § 160D-102(12). The definition of "development" includes "construction" and "demolition of any structure," and the "excavation, grading, filling, clearing or alteration of land" All of these activities are included in and approved by the above-described development approvals and were paid for by Eco TIP. The development approvals and/or development permits also fall within those protected pursuant to N.C. Gen. Stat. § 160D-108 and § 143-755 and the common law vested rights doctrine.

VII. Eco TIP's Vested Rights.

118. Eco TIP began development of the Data Center Project in 2022. As set forth and described above, the Data Center Project has received multiple County and State development approvals and development permits.

119. Plaintiff made substantial expenditures in excess of $11 million in good faith and reasonable reliance on the valid development approvals and/or development permits as set forth above.

120. Work in furtherance of the Data Center Project has substantially commenced and Eco TIP has statutory and common law vested rights.

121. After the substantial commencement of work on the Data Center Project, Eco TIP has continuously intended to complete development and never intentionally and voluntarily discontinued development work for a period of 24 consecutive months, or in fact, for any period of time.

121. Eco TIP's vested rights run with the land and apply to any subsequent owners.

122. A party with vested rights may bring an original civil action under N.C. Gen. Stat. § 160D-1403.1 to seek declaratory relief, injunctive relief, damages, or any other remedies provided by law or equity. *See* N.C. Gen. Stat. § 160D-108(h).

FIRST CLAIM FOR RELIEF
(The Moratorium is Void and Invalid for Failure to Comply with N.C. Gen. Stat. § 160D-107)

123. Eco TIP realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

124. The County's authority to adopt a moratorium is governed by N.C. Gen. Stat. § 160D-107 entitled "Moratoria," which provides, in relevant part, as follows:

> (a) Authority. - As provided in this section, local governments may adopt temporary moratoria on any development approval required by law . . . . The duration of any moratorium shall be reasonable in light of the specific conditions that warrant imposition of the moratorium and may not exceed the period of time necessary to correct, modify, or resolve such conditions.

125. N.C. Gen. Stat. § 160D-107(f) provides that "the local government has the burden of showing compliance with the procedural requirements of this subsection."

126. N.C. Gen. Stat. § 160D-107(d) sets forth the four required statements that must be adopted by the County Board to justify the Moratorium.

127. N.C. Gen. Stat § 160D-107(a) states: "As provided in this section, local governments may adopt temporary moratoria on any *development approval* required by law." (emphasis added).

128. "Development approvals" are defined at N.C. Gen. Stat. § 160D-102(13) as:

> An ***administrative or quasi-judicial*** approval made pursuant to this Chapter that is written and that is required prior to commencing development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, special use permits, variances, and certificates of appropriateness. The term also includes all other regulatory approvals required by regulations adopted pursuant to this Chapter, including plat approvals, permits issued, development agreements entered into, and building permits issued.

(emphasis added).

129. By its own terms, the Moratorium provides in Section 1:

> A temporary moratorium is hereby imposed commencing on February 11th, 2026, and expiring no later than February 11th, 2027, ***or on approval of new zoning regulation[s]*** regarding data centers, data processing facilities, cryptocurrency mining operations, and uses associated with data processing facilities not yet defined in the Chatham County Zoning Ordinance.

(emphasis added).

130. Zoning regulations are not the same as development approvals and are defined at N.C. Gen. Stat. § 160D-102(14) as:

> A unified development ordinance, ***zoning regulation***, subdivision regulation, erosion and sedimentation control regulation, floodplain or flood damage prevention regulation, mountain ridge protection regulation, stormwater control regulation, wireless telecommunication facility regulation, historic preservation or landmark regulation, housing code, North Carolina State Building Code enforcement, or any other regulation adopted pursuant to this Chapter, or a local act or charter that regulates land use or development.

(emphasis added).

131. Development regulations include ordinances and legislative enactments like the County Zoning Ordinance; they do not include permits or development approvals. There is no authority to place a moratorium on "new zoning regulations," which is what the Moratorium purports to do. The Moratorium does not properly prohibit "development approvals" which are the only actions allowed to be put on hold by N.C. Gen. Stat. § 160D-107.

132. The Moratorium also refers to a moratorium on "permits," "permitting" and "uses" which are likewise not authorized by N.C. Gen. Stat. § 160D-107. "Permit" and "uses" are not a defined term under N.C. Gen. Stat. Chapter 160D.

133. The Moratorium does reference "development approvals" in Section 2, but that does not correct the erroneous enabling clause in Section 1 or the other multiple confusing provisions. At best, this creates an ambiguity and causes internal inconsistencies within the terms of the Moratorium. This requires the Moratorium be declared void under, *inter alia*, the free use of land canon of construction.

134. The County's required statements were also inadequate and failed to comply within N.C. Gen. Stat. § 160D-107(d).

135. *Inter alia,* the Moratorium's finding in Section 1 fails to comply with N.C. Gen. Stat. § 160D-107(d)(1) because it proposes a moratorium to allow time to enact development regulations that are beyond its authority, including those governing water and electricity.

136. The Moratorium's findings in Section 1 fail to comply with N.C. Gen. Stat. § 160D-107(d)(1) because they fail to state what alternatives were considered other than a moratorium, "and why those alternative courses of action were not deemed adequate."

137. Section § 160D-107(a) of the Moratorium statute provides: "The duration of any moratorium shall be reasonable in light of the specific conditions that warrant imposition of the moratorium and may not exceed the period of time necessary to correct, modify, or resolve such conditions."

138. The Moratorium's finding in Section 3 fail to comply with N.C. Gen. Stat. § 160D-107(a), (d)(3) and (d)(4) because it does not provide any factual justification for pausing review of all data centers for twelve months. This is too long for multiple reasons including that there is no reasonable basis to allocate six to eight months for the legislative text amendment process when it can be accomplished in 90 days or less.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment that the Moratorium is Void Because it Violates N.C. Gen. Stat. § 160D-601(d) Which Prohibits Down-Zoning Without the Consent of the Property Owner)

139. Plaintiffs reallege and incorporate by reference the allegations stated in the preceding numbered paragraph.

140. N.C. Gen. Stat. § 160D-601(d), is entitled "Down-zoning" and provides as follows:

> No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:
>
> (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
>
> (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.

(3) By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.

141. The Moratorium constitutes illegal down-zoning because, *inter alia*, N.C. Gen. Stat. § 160D-601(d) does not allow the County to "initiate" the downzoning of data centers. "Initiate" means to "set a process in motion" or to "cause or facilitate the beginning of." *See, e.g.*, Miriam-webster.com/dictionary. The plain language of the Moratorium unequivocally states that it is setting in motion a process to reduce the uses of land permitted by right by at least one use, *i.e.*, data centers in the Heavy Industrial district. This violates N.C. Gen. Stat. § 160D-601(d).

142. Section 1 of the Moratorium states that the County Planning Department is in the process of developing zoning standards and mitigation methods for data centers and related uses, and the County "seeks time to develop such standards." Section 2 provides that the Moratorium is for twelve months or "such time that specific land use standards can be developed." The standards will result in a down-zoning of the data center use, which was clearly "initiated" by the Moratorium.

143. At the time the Moratorium was passed, the Data Center Project was a by-right use on the Data Center Property. By its own terms, the Moratorium indicates the delay imposed is to allow the County to add additional regulations for data centers, so the Data Center Project will lose its by-right status. This type of zoning regulation is illegal and prohibited by N.C. Gen. Stat. § 160D-601(d).

144. Moratoria are only permitted to allow the County to consider and impose *lawful* new zoning regulations. A moratorium to allow the County to consider and enact regulations which violate N.C. Gen. Stat. § 160D-601 are not authorized by N.C. Gen. Stat. § 160D-107 or otherwise. The Moratorium is void for this reason.

THIRD CLAIM FOR RELIEF
(Declaratory Judgment pursuant to N.C.G.S. § 160D-108 and § 160D-1403.1 – Statutory Vested Rights)

145. Plaintiff realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

146. N.C. Gen. Stat. § 160D-108(c) is entitled "Vested Rights" and provides: "Amendments in land development regulations are not applicable or enforceable without the written consent of the owner with regard to any of the following:

> (1) Buildings or uses of buildings or land for which a development permit application has been submitted and subsequently issued in accordance with G.S. 143-755.

147. N.C. Gen. Stat. § 143-755(e)(2) defines "development permit" as

> "[a]n administrative or quasi-judicial approval that is written and that is required prior to commencing development or undertaking a specific activity, project or development proposal, including any of the following:
>
> a. Zoning permits.
> b. Site plan approvals.
> ….
> h. Building permits.
> ….
> j. State agency permits for development.
> k. Driveway permits.
> l. Erosion and sedimentary control permits.

148. N.C. Gen. Stat. § 143-755(e)(1) defines "Development" as follows:

> a. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure.
>
> b. Excavation, grading, filling, clearing, or alteration of land.
>
> c. The subdivision of land as defined in G.S. 160D-802.
>
> d. The initiation of substantial change in the use of land or the intensity of the use of land.

149. Eco TIP is entitled to seek to establish its statutory vested rights by this direct civil action pursuant to N.C. Gen. Stat. § 160D-108(h). There is no requirement to seek a determination from the County before filing this Complaint under N.C. Gen. Stat. § 160D-1403.1.

150. The Zoning Permit and the other development approvals described *supra* are valid development permits as that term is defined in N.C. Gen. Stat. § 160D-108 and § 143-755(e)(2).

151. The Zoning Permit and Addendum were final and determinative no later than October 30, 2025. The Zoning Permit immediately conferred statutory vested rights on Eco TIP pursuant to N.C. Gen. Stat. § 160D-108. No additional actions or expenditures were required to create vested rights based on the Zoning Permit. Thus, the Moratorium or any regulations adopted while it is in effect cannot stop the continued development of the Data Center Project.

152. Eco TIP also has statutory vested rights in the other development approvals and/or development permits described in Attorney Patrick Bradshaw's letter to County Attorney Emily Meeker dated March 2, 2026 and has set forth in the preceding paragraphs. These include, but are not limited to, the following for the Data Center Project:

a. Demolition permits;
b. Land disturbing permits;
c. Building permits; and
d. State agency permits for development.

153. Work in reliance on these development approvals and/or development permits has substantially commenced, and in some instances is complete. Eco TIP has made substantial expenditures in good faith reliance on those development approvals.

154. At no time since the original approvals has Eco TIP intentionally or voluntarily discontinued work on the Data Center Project for more than 24 months. At all times relevant to

this complaint, Eco TIP has intended to complete the Data Center Project in accordance with its approvals and/or permits.

155. Accordingly, Eco TIP requests a declaratory judgment that Eco TIP has statutory vested rights in the Data Center Project pursuant to N.C. Gen. Stat. § 160D-108 and § 160D-1403.1 and is authorized to complete development free from the application of the Moratorium or further unlawful interference by the County.

FOURTH CLAIM FOR RELIEF
(Declaratory Judgment – Common Law Vested Rights: N.C. Gen Stat. § 160D-1403.1)

156. Eco TIP realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

157. Eco TIP has valid development approvals and/or permits that allow construction and use in accordance with their terms.

158. Eco TIP's expenditures of money, time, labor and energy to develop the Data Center Project have been ongoing for at least four years and were made in reasonable and good faith reliance on prior valid development approvals and development permits.

159. Eco TIP has incurred substantial expenditures in reasonable reliance on its permits and approvals to develop the Data Center Project.

160. Eco TIP has acquired constitutionally protected property rights in the Data Center Project, and has common law vested rights and, therefore, is entitled to a judgment declaring the same.

161. If Eco TIP had known that the County would attempt to take its property rights in the Data Center Project, it would not have expended the money, time, energy, or resources on the Data Center Project.

162. If Eco TIP is not allowed to develop the Data Center Project, Eco TIP will suffer significant financial harm and prejudice.

163. For the reasons set forth above, this Court should enter a declaratory judgment stating that Eco TIP has common law vested rights to develop and operate the Data Center Project as a by-right use free from the Moratorium and any other subsequent ordinances or limitations, which would prevent Eco TIP from developing and operating the Data Center Project.

FIFTH CLAIM FOR RELIEF
(Exemption from the Moratorium – N.C. Gen. Stat. § 160D-107(c))

164. Plaintiff realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

165. N.C. Gen. Stat. § 160D-107(c) is entitled "Exempt Projects" and states:

> Absent an imminent threat to public health or safety, a development moratorium adopted pursuant to this section does not apply to any project for which a valid building permit issued pursuant to G.S. 160D-1108 is outstanding . . . [or] to development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval . . . Notwithstanding the foregoing, if a complete application for a development approval has been submitted prior to the effective date of a moratorium, G.S. 160D-108(b) applies when permit processing resumes.

166. Eco TIP has made substantial expenditures and taken other significant steps toward development of the Data Center Project based on multiple prior development approvals and permit approvals for at least four years. Prior to the enactment of the Moratorium on February 11, 2026, Eco TIP invested over $11 million in the Data Center Project in good faith reliance on these development approvals and other permits issued by the County and the State, which are described in detail *supra.*

167. On March 2, 2026, Eco TIP attorney Patrick Bradshaw submitted a letter to the County setting forth the specific facts supporting the exemption request, including a list of

development approvals and permits which had been issued for the Data Center Project by the County and the State of North Carolina. The letter also provided detailed documentation of the over $11 million spent in reliance on those approvals.

168. Eco TIP has also continued to make substantial expenditures in reasonable reliance on the Zoning Permit since it was issued in October 2025.

169. Based on the foregoing, Eco TIP is entitled to a decision and/or declaration that the Data Center Project is exempt from the Moratorium. Eco TIP also requests an expedited hearing under N.C. Gen. Stat. § 160D-107(f).

SIXTH CLAIM FOR RELIEF
(Recovery for Violation of Eco TIP's Protected Property Rights under the Law of the Land Clause, Article 1, Section 19, of the North Carolina Constitution)

170. Eco TIP realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

171. To the extent required by law, Eco TIP has exhausted all administrative remedies necessary to bring this claim and/or such exhaustion would have been futile.

172. Eco TIP has constitutionally protected property rights in, *inter alia*, its statutory and common law vested rights in the Data Center Project, including its right to develop in accordance with the Zoning Permit and other development approvals and permits under N.C. Gen. Stat. § 160D-108 and § 143-755. These vested rights are described and alleged in detail, *supra.*

173. The County has arbitrary and capriciously interfered with and/or deprived Eco TIP of its property rights in violation of its constitutional rights. These unlawful actions include, among other things: 1) planning the Moratorium in concert with data center opponents and purposefully excluding Eco TIP for the purpose of stopping the Data Center Project and interfering with Eco TIP's protected property rights; 2) initiating the Moratorium and asserting there were no pending

data center projects when the County Manager, County Attorney and County Planning Director were aware of the Data Center Project and Eco TIP's property rights; 3) enacting the Moratorium in blatant disregard of Eco TIP's Zoning Permit and other development approvals and development permits; 4) enacting the Moratorium for the purpose of down-zoning Eco TIP's property; 5) enacting the Moratorium in a hurried manner which resulted in numerous mistakes and statutory violations; 6) failing to recognize Eco TIP's exemption from the Moratorium and in fact, failing to give the request any meaningful consideration; and 7) enacting the Moratorium to stop the Data Center Project at a location zoned Heavy Industrial and intended for intense industrial uses, and with adequate and available utilities.

174. Upon information and belief, the County's actions described herein were intentional, arbitrary, and capricious and were specifically directed at Eco TIP and were undertaken for unlawful and improper motives, including but not limited to the County's plan to prohibit the completion of the Data Center Project in accordance with its lawful approvals.

175. The County undertook a course of conduct unrelated to whether the Data Center Property was an appropriate location for the Data Center Project and purposefully failed and refused to address the exemption of the Data Center Project, Eco TIP's vested rights, and other constitutionally protected property rights for arbitrary, capricious and unlawful purposes.

176. The delay and other consequences of the Moratorium have interfered with Eco TIP's significant investment in the Data Center Project. This has and will continue to cause unprecedented financial losses to Eco TIP.

177. Accordingly, Eco TIP requests that the Court enter a declaratory judgment holding that the County's actions described herein violated the the Law of Land Clause of the North Carolina Constitution. In addition, Eco TIP requests that it recover all of the monetary

damages suffered as a result of the violation of its rights under the North Carolina Constitution and proximately caused by the County's actions, which are in excess of $25,000.

SEVENTH CLAIM FOR RELIEF
(Declaratory Judgment - Permit Choice
N.C. Gen. Stat. § 160D-108(b) and § 143-755)

178. Plaintiff realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

179. N.C. Gen. Stat. § 160D-108(b) states: "If a land development regulation is amended between the time a development permit application was submitted and a development permit decision is made . . . G.S. 143-755 applies."

180. N.C. Gen Stat. § 143-755(a) states:

> If a development permit applicant submits a permit application for any type of development and a rule or ordinance is amended, including an amendment to any applicable land development regulation, between the time the development permit application was submitted and a development permit decision is made, the development permit applicant may choose which adopted version of the rule or ordinance will apply to the permit and use of the building, structure, or land indicated on the permit application. *If the development permit applicant chooses the version of the rule or ordinance applicable at the time of the permit application, the development shall not be required to await the outcome of the amendment...prior to acting on the development permit.* If an applicable rule or ordinance is amended after the development permit is wrongfully denied or after an illegal condition is imposed, as determined in a proceeding challenging the permit denial or the condition imposed, the development permit applicant may choose which adopted version of the rule or ordinance will apply to the permit and use of the building, structure, or land indicated on the permit application.

(emphasis added)

181. N.C. Gen. Stat. § 143-755(b) states: "This section applies to all development permits issued by the State and by local governments."

182. N.C. Gen. Stat. § 160D-107(c) states: "Notwithstanding the foregoing, if a complete application for a development approval has been submitted prior to the date of a moratorium, G.S. 160D-108(b) applies when permit processing resumes."

183. N.C. Gen. Stat. § 143-755, however, expressly states Eco TIP can choose its preferred version now and does not have to wait for a change in the Zoning Ordinance that limits or prohibit the use. Otherwise, the Permit Choice statute would be meaningless.

184. N.C. Gen. Stat. § 143-755(d) states:

> Any person aggrieved by the failure of a State agency or local government to comply with this section or G.S. 160D-108(b) may apply to the appropriate division of the General Court of Justice for an order compelling compliance by the offending agency or local government, and the court may issue that order. Action brought pursuant to any of these sections shall be set down for immediate hearing, and subsequent proceedings in those actions shall be set down for immediate hearing, and subsequent proceedings in those actions shall be accorded priority by the trial and appellate courts.

185. Eco TIP is a development permit applicant who submitted a development permit application under N.C. Gen. Stat. § 143-755; specifically, at the County's direction, it submitted the site plan application for the Data Center Project to the Appearance Commission. This was after the Zoning Permit was issued and there had been a binding and unappealed determination that the Data Center Project was a use permitted by right.

186. Eco TIP has met all statutory requirements for Permit Choice and is entitled to continue the permitting process and development under the Zoning Ordinance in effect prior to the enactment of the Moratorium on February 11, 2026. The County has unlawfully, purposefully and knowingly refused to allow Eco TIP to continue to pursue its site plan in violation of N.C. Gen. Stat. §160D-108(b) and § 143-755.

187. Based on the foregoing, Plaintiffs are entitled to: a) a declaratory judgment finding the County violated N.C. Gen. Stat. § 160D-108(b) and § 143-755; b) a declaratory judgment holding the County must continue process the Site Plan for the Data Center Project under law in effect before the approval of the Moratorium. Eco TIP also requests an immediate hearing pursuant to N.C. Gen. Stat. § 143-755(d).

EIGHTH CLAIM FOR RELIEF
(Attorney's Fees and Costs – N.C. Gen. Stat. § 6.21.7)

188. Plaintiff realleges and incorporates by reference the allegations stated in the preceding numbered paragraphs.

189. N.C. Gen. Stat. § 6-21.7 is entitled "Attorney Fees; cities or counties acting outside the scope of their authority." It provides:

> In any action in which a city or county is a party, upon a finding by the court that the city or county violated a statute or case law setting forth unambiguous limits on its authority, the court shall award reasonable attorneys' fees and costs to the party who successfully challenged the city's or county's action. In any action in which a city or county is a party, upon finding by the court that the city or county took action inconsistent with, or in violation of, G.S. 160D-108(b) or G.S. 143-755, the court shall award reasonable attorneys' fees and costs to the party who successfully challenged the local government's failure to comply with any of those provisions. In all other matters, the court may award reasonable attorneys' fees and costs to the prevailing private litigant. For purposes of this section, "unambiguous" means that the limits of authority are not reasonably susceptible to multiple constructions.

190. As alleged above, the County's actions in enacting an illegal moratorium, down-zoning the Data Center Property; refusing to recognize Eco TIP's permit choice rights, failing to recognize Eco TIP's exemption or vested rights; and arbitrarily and capriciously interfering with its protected property rights, were in violation of well-established and well-known statutory procedures setting forth unambiguous limits on the County's authority. This includes but is not

limited to the County's decision to violate multiple unambiguous provisions of the Chapter 160D and controlling appellate precedent. The rules and law violated "are not reasonably susceptible to multiple constructions." *See* N.C. Gen. Stat. § 6-21.7.

191. Accordingly, Eco TIP requests that the Court make a finding that the County violated both state statutes and state case law that set forth unambiguous limits on the County's authority, thus entitling Plaintiff to an award of attorney's fees and costs pursuant to N.C. Gen. Stat. § 6-21.7. Eco TIP respectfully requests an Order requiring the County to pay its attorney's fees and costs pursuant to that provision.

192. Eco TIP further requests attorney's fees under N.C. Gen. Stat. § 6-21.7 as the prevailing litigant.

WHEREFORE, Eco TIP prays that the Court:

1. Enter a declaratory judgement that the Moratorium is illegal and void;

2. Enter a declaratory judgement that Eco TIP has common law and statutory vested rights in the Data Center Project;

3. Enter a declaratory judgement that Eco TIP's Data Center Project is exempt from the Moratorium;

4. Enter a declaratory judgment that the County's actions arbitrarily and capriciously deprived Eco TIP of its protected property rights in violation of the Law of the Land Clause of the North Carolina Constitution and also awarding damages in an amount in excess of $25,000;

5. Enter a declaratory judgment that the Moratorium violated N.C. Gen. Stat § 160D-601(b) because it is an illegal down-zoning;

6. Enter a declaratory judgment that Eco TIP has permit choice rights in the Data Center Project under N.C. Gen. Stat. § 160D-108 and § 143-755;

7. Award compensatory damages to Eco TIP in an amount to be determined at trial;

8. Award Eco TIP its attorneys' fees and court costs incurred in this action plus interest pursuant to N.C. Gen. Stat. § 6-21.7and other applicable law;

9. There be a trial by jury; and

10. Award such other and further relief as the Court deems just and proper.

Respectfully submitted on the 12th day of May 2026.

SMITH, ANDERSON, BLOUNT, DORSETT, MITCHELL & JERNIGAN, L.L.P.

/s/ Robin L. Tatum
Robin L. Tatum
rtatum@smithlaw.com
N.C. State Bar No. 17624
J. Mitchell Armbruster
marmbruster@smithlaw.com
N.C. State Bar No. 26422
Post Office Box 2611
Raleigh, North Carolina 27601
Telephone: (919) 828-1220
Facsimile: (919) 828-6800

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing ***Amended Complaint*** has been served this day by depositing a copy thereof in a depository under the exclusive care and custody of the United States Postal Service in a postage prepaid envelope properly addressed, and by transmitting a copy via electronic mail, as follows:

Chatham County, North Carolina
c/o Bryan Thompson, County Manager
Post Office Box 1809
Pittsboro, NC 27312
bryan.thompson@chathamcountync.gov

This the 12th day of May, 2026.

SMITH, ANDERSON, BLOUNT, DORSETT, MITCHELL & JERNIGAN LLP

/s/*Robin L. Tatum*
Robin L. Tatum

EXHIBIT A

CHATHAM COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS
Diana Hales, Chair
Mike Dasher, Vice Chair
James Crawford
Karen Howard
Walter Petty

COUNTY MANAGER
Renee Paschal

AN ORDINANCE AMENDING THE ZONING MAP OF CHATHAM COUNTY
For Chatham County Board of Commissioners on behalf of Moncure Holdings, LLC

WHEREAS, the Chatham County Board of Commissioners has considered the request by their own request on behalf of Moncure Holdings, LLC to rezone approximately 984 acres acres, being all or a portion of Parcel No. 5379 and 5842, located at or off the Moncure Flatwoods Road, Cape Fear Township, from CU Ind-H Conditional Use Heavy Industrial and R-1 Residential to Ind-H Heavy Industrial to help complete the creation of the Moncure Megasite in order to obtain certification as a possible development site for heavy industrial uses, and finds that the amendment is consistent with the comprehensive plan of Chatham County as described in the Consistency Statement Resolution; and

WHEREAS, the Board finds that the rezoning request set forth in the Application and incorporated herein by reference, if approved as pursuant to the provisions of the zoning ordinance, would be suitable for the property proposed for rezoning; and

WHEREAS, the Board finds the four (4) standards, as described below, from the Zoning Ordinance have been met as stated:

No. 1: The alleged error in this Ordinance, if any, which would be remedied by the proposed amendment with a detailed description of such error in the Ordinance and detailed, and reasons how the proposed amendment will correct the same. This request does not allege any error in the Ordinance.; and

No. 2: The changed or changing conditions, if any, of the area or in the County generally, which make the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare. These parcels have been identified as needed to complete the creation of the Moncure Megasite in order to obtain certification. Chatham County has an option to later purchase these two parcels to allow the future development of the site. Currently, parcel 5842 has a conditional use heavy industrial zoning classification but the conditional use permit that was approved for it has long since expired leaving no permitted uses for the tract. This is background to say this area has historically been looked at as the appropriate area for industrial uses Chatham County has purchased an option to later purchase parcel #5379, which is currently zoned R-1 Residential. The parcel, along with parcel #5842, would constitute a portion of the "Moncure Mega Site", an area that is being readied for future industrial development. ; and

No. 3: The manner in which the proposed amendment will carry out the intent and purpose of any adopted plans or parts thereof. The Moncure Mega Site is shown on the Comprehensive Future Land Use Map as an "Employment Center". The Comp Plan describes Employment Centers as "targeted for future job-generating uses in settings that meet today's workplace expectations." Economic Development Policy #3 in

the Comp Plan states that the County should "continue to develop and promote the Chatham-Siler City Advanced Manufacturing (CAM) Site and the Moncure Mega sites to ensure future job creation in the County." Development of the Moncure Megasite is not possible unless it is zoned for heavy industrial use. Therefore, the requested rezoning of these two parcel to IND-H is critical to "developing and promoting" the Moncure Megasite to future employers, as supported in the Comp Plan.; and

No. 4: All other circumstances, factors and reasons which the applicant offers in support of the proposed amendment. Page 20 of Plan Chatham, Chatham County currently has about 8% of the tax base being supported by commercial and industrial uses. This places an additional burden on residential property owners to pay for infrastructure and other services. Adjacent counties such as Wake, Lee and Durham yield approximately 20% to 40% of their tax base being supported by commercial and industrial uses.
These properties are not within the Jordan Lake Buffer Rule areas and are located in the WSIV-PA watershed district. Some uses that could potentially be located within this site are listed in Table of Permitted Uses as allowed by right or "P" Permitted in the Chatham County Zoning Ordinance. There are also some uses that would require additional review and are listed as conditional use permits that have to be approved by the Board of Commissioners. This allows the County some flexibility over what types of industry it believes would benefit our citizens more appropriately.
The Moncure Megasite is a 2,500+ acre assemblage under one ownership that is being promoted for industrial development. Access to a major four lane highways and a rail system make this area highly suitable for industrial and commercial uses.; and

BE IT ORDAINED, by the Board of Commissioners of Chatham County as follows:

1. The Application to rezone a portion of the property described as Parcel No. 5379 and 5842 and being approximately 984 acres as depicted on Attachment "A", located at or off the Moncure Flatwoods Road, from CU- Ind- H Conditional Use Industrial heavy and R-1 Residential to Ind-H Heavy Industrial, Cape Fear Township is approved and the zoning map is amended accordingly.

2. The following Conditions shall also be approved as part of this Ordinance approving the rezoning. They are:

None

3. This ordinance shall become effective upon its adoption.

Adopted this 18 day of June, 2018

Diana Hales

Diana Hales, Chair
Chatham County Board of Commissioners

ATTEST: Lindsay K. Ray

Lindsay K. Ray, NCCCC, Clerk to the Board
Chatham County Board of Commissioners

CHATHAM COUNTY OF NORTH CAROLINA
OFFICIAL SEAL
FOUNDED 1771

CHATHAM COUNTY
NORTH CAROLINA

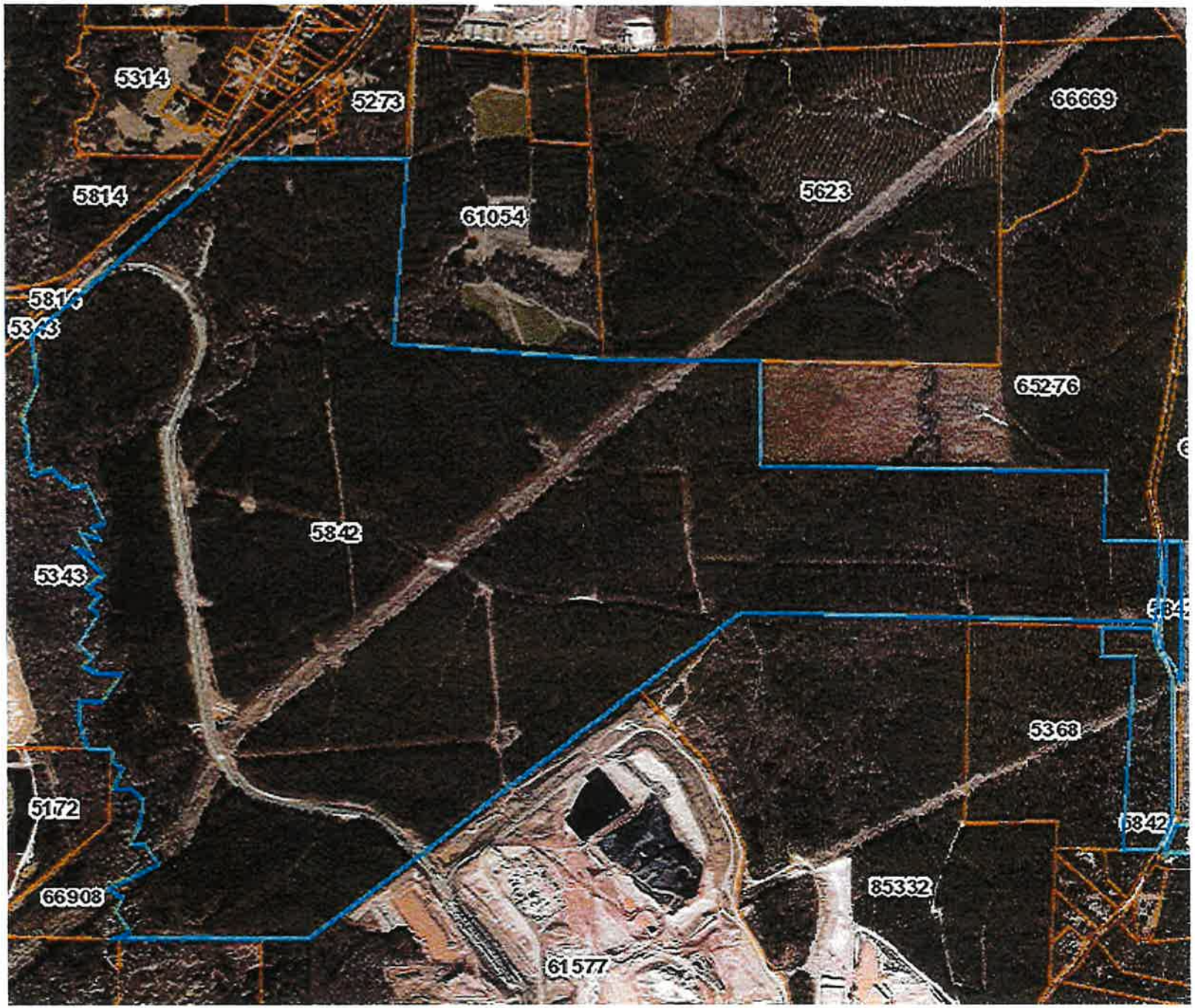
BOARD OF COMMISSIONERS
Diana Hales, Chair
Mike Dasher, Vice Chair
James Crawford
Karen Howard
Walter Petty

COUNTY MANAGER
Renee Paschal

ATTACHMENT "A"

Tax parcels 5379 and 5842 containing approximately 984 acres rezoned to Heavy Industrial, Cape Fear Township




5314
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CHATHAM COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS
Diana Hales, Chair
Mike Dasher, Vice Chair
James Crawford
Karen Howard
Walter Petty

COUNTY MANAGER
Renee Paschal

Resolution of the Chatham County Board of Commissioners

ADOPTING A CONSISTENCY STATEMENT FOR THE APPROVAL OF

Rezoning of Parcels 5379 and 5842 dba Moncure Megasite

WHEREAS, the Chatham County Board of Commissioners has reviewed the application for rezoning of Parcels 5379 and 5842 containing approximately 984 acres from CU Ind-H Conditional Use Heavy Industrial and R-1 Residential to Ind-H Heavy Industrial (the "Amendment") and finds that the same is consistent with the Chatham County Land Conservation and Development Plan; and

WHEREAS, in addition, the Chatham County Board of Commissioners considers the Amendment to be reasonable and in the public interest because The request to rezone all or portions of Parcels 5379 and 5842, containing approximately 984 acres, from CU IND-H Conditional Use Heavy Industrial and R-1 Residential to IND-H Heavy Industrial is in support of Plan Chatham's comprehensive future land use plan by identifying this area as suitable for industrial use and being located within the Moncure Megasite Employment Center. Additional support is provided in Economic Development Policy 3 within the Economic Development plan element.;

NOW, THEREFORE, BE IT RESOLVED, by the Chatham County Board of Commissioners that, for the reasons set forth above, the Amendment and presented documentation are found to be consistent with the county land use plan, and are determined to be reasonable and in the public interest.

Adopted, this the 18 day of June, 2018

Diana Hales

Diana Hales, Chairman
Chatham County Board of Commissioners

ATTEST:

Lindsay K. Ray

Lindsay K. Ray, NCCCC, Clerk to the Board
Chatham County Board of Commissioners

CHATHAM COUNTY OF NORTH CAROLINA
OFFICIAL SEAL
FOUNDED 1771

EXHIBIT B

Moncure Megasite awarded North Carolina Certification

Published by **Chatham Economic Development Corporation** on July 13, 2018

PITTSBORO, NC – July 13, 2018 – Chatham Economic Development Corporation is pleased to announce the Moncure Megasite has achieved certification from North Carolina's Certified Sites program.

The certification program has a rigorous review process, which includes evaluating detailed information about utilities, environmental conditions, development costs and infrastructure access. Certification reduces risks to ensure the site is ready for immediate development.

"In our experience, companies want to move quickly in developing after choosing a site," said Kyle Touchstone, president of Chatham Economic Development Corporation. "Having the certification indicates to businesses in the site selection process that the Moncure Megasite has been reviewed and can meet development timelines that are critical to making their location choice."

The Moncure Megasite, located in southeast Chatham County near U.S. 1 and Old U.S. 1, is a 2,500-acre site with dual rail access and utilities in place or under construction. In 2016, Golden LEAF Foundation awarded the City of Sanford a $4 million grant to extend wastewater to the site in a joint effort with Chatham County. The site is supported through a regional collaboration between Chatham, Lee and Harnett counties and was rezoned in June to heavy industrial by the Chatham County Board of Commissioners.

"This is a great site with a strong workforce and market for consumers and suppliers, along with easy access to Raleigh and the Research Triangle," Touchstone said. "Any business that locates here will find immediate success."

EXHIBIT C

I am writing to seek a zoning verification letter pursuant to the Chatham County Zoning Ordinance ("Zoning Ordinance"). The request relates to parcels 0091175, 0005814, 0096331, 0096338, 0096332, 0096333, 0096334, 0096335, 0096336, 0096337, 0005321, currently owned by Eco TIP West LLC (the "Property"). Specifically, we respectfully request a determination that the proposed use described below ("Use") is classified as "data processing, hosting, and related services" use and is a permitted use on the Property.

The Property is zoned Heavy Industrial. Pursuant to the Permitted Use Table, "data processing, hosting, and related services" is permitted in the Heavy Industrial district, except for certain provisions which do not apply here. The Use involves the processing of data and data hosting, comparable to a modern data center. Thus, the Use falls within the "data processing, hosting, and related services" use as identified on the Permitted Use Table, and is permitted by right.

Thank you in advance for considering our request. If you need additional information to make the determination, or would like to discuss what additional information could expedite your determination, please let me know.

EXHIBIT D

Permit #: PL-25-1750

Chatham County
PO Box 54
Pittsboro, NC 27312
Phone (919) 542-8204

Chatham County Planning Department

ZONING INTERPRETATION

This is to certify that a Zoning Interpretation has been issued to:

Mark Ashness

301 Glenwood Avenue, Suite 220

Raleigh, NC 27603

Attn:

Permission is hereby granted to use:

Address: 0 VACANT , North Carolina 00000

Parcel Number: 96335 0 VACANT, North Carolina, 00000

0 VACANT, North Carolina, 27559
0 VACANT, North Carolina, 00000
0 VACANT, North Carolina, 00000
0 VACANT, North Carolina, 00000
0 VACANT, North Carolina, 00000
0 VACANT, North Carolina, 00000
0 VACANT, North Carolina, 00000
0 VACANT, North Carolina, 00000

Proposed Type of Work: data processing, hosting and related services

This is an official zoning interpretation of the Chatham County Planning Department. The following information is provided for existing or potential development of the parcel.

1. Current Zoning District of the Property: Ind-H Industrial Heavy
2. Other uses allowed on property: Data processing, hosting, and related services under SUP Special Use Permit, unless connected to public water and sewer and then would be permitted "by right"
3. Property is currently used for: Vacant
4. Property proposed to be used for: data processing, hosting and related services
5. Is this property currently approved under a Rezoning or Special Use Request: No (If yes, conditions attached)
6. Watershed district: WSIV-PA Protected Area The watershed designation limits the amount of impervious surface (BUA) allowed on non-residential properties.
7. FEMA Flood Map Number: 3710968700L
8. FEMA Flood Map Date: 11/17/2017
9. FEMA floodable areas noted: AE-Some floodable areas noted
10. Any existing zoning violations: No zoning violations noted at this time

If you have any questions or concerns, please contact the issuing staff member noted below.

Thank you,

I am writing to seek a zoning verification letter pursuant to the Chatham County Zoning Ordinance ("Zoning Ordinance"). The request relates to parcels 0091175, 0005814, 0096331, 0096338, 0096332, 0096333, 0096334, 0096335, 0096336, 0096337, 0005321, currently owned by Eco TIP West LLC (the "Property"). Specifically, we respectfully request a determination that the proposed use described below ("Use") is classified as "data processing, hosting, and related services" use and is a permitted use on the Property.

The Property is zoned Heavy Industrial. Pursuant to the Permitted Use Table, "data processing, hosting, and related services" is permitted in the Heavy Industrial district, except for certain provisions which do not apply here. The Use involves the processing of data and data hosting, comparable to a modern data center. Thus, the Use falls within the "data processing, hosting, and related services" use as identified on the Permitted Use Table, and is permitted by right.

Thank you in advance for considering our request. If you need additional information to make the determination, or would like to discuss what additional information could expedite your determination, please let me know.

Mark Ashness

From: noreply@opengov.com
Sent: Wednesday, October 29, 2025 2:18 PM
To: Mark Ashness
Subject: Payment Received

[EXTERNAL EMAIL]

County of Chatham, NC

$103.98 Paid

via Credit Card

Thanks for using the Online Service Center

Mark Ashness
October 29, 2025

Zoning Letter Fee $100.00
PL-25-1750 - Zoning Interpretation Letter

Zoning Interpretation Letter Fee		$100.00
Processing fee		**$3.98**
	Total Paid	**$103.98**

Powered by

OpenGov

Receipt #71652

EXHIBIT E

TriRiver WATER

October 30, 2025

Mark Ashness
301 Glenwood Avenue, Suite 220
Raleigh, North Carolina 27603

RE: Water and Sewer Availability – TIP West Parcels

Mr. Ashness,

Thank you for inquiring about the availability of sewer and water availability for the parcels identified by Chatham County NC parcel IDs: 0091175, 0005814, 0096331, 0096338, 0096332, 0096333, 0096334, 0096335, 0005321. TriRiver Water has existing water and sewer mains to the subject properties. It is the responsibility of you and your engineer to review the line sizes for sufficiency to serve your project.

We look forward to receiving applications for the Project. Should you have any questions or need further clarification, please feel free to contact us.

Sincerely,

Jason A. Bertoncino, PE
Director of Engineering
TriRiver Water

EXHIBIT F

Planning Department
Post Office Box 54
Pittsboro, NC 27312-0054

CHATHAM COUNTY
NORTH CAROLINA

Phone: 919-542-8204
Fax: 919-542-2698
www.chathamcountync.gov/planning

October 30, 2025

Subject: Addendum to Zoning Compliance Letter dated 10/29/2025

To Whom It May Concern:

This letter serves as an addendum to the zoning compliance letter dated 10/29/2025 for the following parcels 911775, 5814, 96331, 96338, 96332, 96333, 96334, 96335 and 5321. These parcels are zoned Heavy Industrial and "Data processing, hosting, and related services" are allowed under a special use permit, unless connected public water and service and then are allowed "by right". Pursuant to a letter from TriRiver Water dated 10/30/2025 these properties can be served by public water and sewer, which means "Data processing , hosting, and related services" are allowed as a "by right" permitted use for these parcels.

Please let me know if any additional information is needed and I can be reached at 919/542-8233 or Jason.sullivan@chathamcountync.gov.

Sincerely,

Jason Sullivan
Planning Director

Attachments:
Zoning Compliance Letter dated 10/29/2025
Tri River Water Utility Availability Letter dated 10/30/2025

NORTH CAROLINA

CHATHAM COUNTY

Historic Courthouse Courtroom

BOARD OF COMMISSIONERS

KAREN HOWARD, District 1,

AMANDA ROBERTSON, District 2, Chair

DAVID DELANEY, District 3

KATIE KENLAN, District 4

FRANKLIN GOMEZ FLORES, District 5, Vice Chair

TRANSCRIPT OF VIDEO-RECORDED PUBLIC MEETING (REGULAR)

Public Comment Session

No. 26-0050

(Transcription time 13:07 - 58:46)

Tuesday, January 20, 2026

6:00 p.m.

CHAIR ROBERTSON: Next we have a public comment session. We want to remind speakers that they will have three minutes to speak. The green light illuminates for the first two minutes. The yellow light illuminates, along with one beep, to let the speaker know they have one minute remaining. The red lights illuminates along with three beeps when the three minutes have expired. If possible, it is appreciated if speakers can provide a copy of their comments to the clerk, uh, in writing.

And Jennifer, do we have anyone signed up to speak tonight?

BOARD CLERK: We have two.

CHAIR ROBERTSON: Great.

BOARD CLERK: Um, the first speaker is, uh, James Garbutt -- uh, is it Garbutt? Sorry.

CHAIR ROBERTSON: Thank you. J.C., if you can -- this little guy, there's a button towards the front on the top near you, on that little mic there. It's got a red light on it right now. Press that and it'll turn green.

MR. GARBUTT: Good evening. Uh, my name's J.C. Garbutt. I'm a resident of Chatham County. I live near Bynum. And I wanted to, uh, come this evening to, uh, ask that the Board pass an ordinance or a moratorium as soon as possible, putting a hold on AI data centers and crypto mining centers here in Chatham County.

And why is this important?

Well, as a nation, we are learning more and more about the impact of these rapidly growing AI data centers in crypto mining, and many problems are emerging with these systems.

First, AI data centers are very large water users. Uh, I've been doing some research and exploring, you know, what the -- what the actual usage is. Turns out that an average data center is somewhere between a half million and a million gallons a day, which is equivalent to about six to 12,000 homes. So that's a pretty impressive and worrisome figure.

Uh, I mean, those of us who have lived in Chatham County for many years know the water is really a precious resource. We've had droughts, we've had water supply problems. So to add something that's consuming this level of water is really a serious concern.

Second, these centers are tremendous users of energy. It's really quite staggering, really. It's on the order of the equivalent of 50 to 100,000 homes.

Now, when you think about that, that's a lot.

COMMISSIONER KENLAN: J.C., I'm so sorry. I'm just noticing people really want to hear what you're saying. Can you step closer to that green --

MR. GARBUTT: Um, it's not coming through?

COMMISSIONER KENLAN: We hear it great, but I think it'll hit the speakers better. Thank you.

MR. GARBUTT: All right. Tell me if it's making it. Uh, start over or I'm okay? Yeah, sorry.

Sure, no problem.

So as I was saying, the amount of energy these -- these centers can use is somewhere between equivalent of 50 to 100,000 homes, and that's a massive amount of energy.

And one of the questions are, where is this energy going to come from? What is this going to do to residential energy rates? What about the air and water, uh, pollution from the -- the systems required to produce this energy? Uh, so that is -- that's the second serious problem.

Third serious problem, these facilities produce large amounts of waste, including toxic waste, and some communities have actually discovered their landfills have been filling up, with the amount of waste being generated from AI data -- data centers. So that's something that -- do we want that? I don't think so.

Uh, fourth, these centers really employ very small numbers of people. So they're not -- if -- if -- if you would even want these centers in the first place, but if you're thinking you -- you would want them here for

employment, 15, 20, 30 people, maybe that's what they employ. So it's a very small number of, uh, jobs created.

So given the -- given the above information and our current struggles, I would say, with rapid development, I would strongly recommend that the Board develop an ordinance, preferably an ordinance that's stronger, or at least a moratorium to prevent the construction of AI data centers, crypto mining centers for the next few years, and this will allow the County and its citizens time to understand, you know, the full impact of these centers, and for the industry to mature, which it needs to do.

So running headlong into water, energy, waste problems is not smart, makes no sense whatsoever for Chatham County. We don't need to do this. Thank you.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: The next person is Vickie Atkinson.

MS. ATKINSON: Good evening. Um, J.C. just said everything that I was going to say, and so I am not going to repeat that. I'm just going to say I'm 100 percent in agreement with everything he said, and just urge you to take action as quickly as possible.

Uh, just a -- one little tiny thing to add.

The damage from data centers is extensive. The benefits are few. The North Carolina Environmental

Justice Network states that the US South is now the epicenter of data center development, with $200 billion in projects underway.

And I'm attaching a brochure -- I tried to do it online, but I wasn't able to do that after I'd added my comments, so I'll just, um, give the copy of this, uh, from the NC, um, um, NCEJN, that spells out the hidden costs of data centers in North Carolina. So we don't need those problems in North Carolina.

Um, act quickly, act durably, and thank you so much for all that you do to preserve the quality of life in Chatham County, and to enhance that quality of life.

Thank you.

CHAIR ROBERTSON: Thank you. Are there any other folks here today that would like to speak? John?

MR. WAGNER: Well, my name is John Wagner.

I live at 210 Jessamine Lane, Pittsboro.

And when I speak before you, I try and keep to one topic, but I'm going to change that tonight because there are two things that I really want to speak about, and I'll keep it brief.

One is the data centers -- I'll speak more about it at the next meeting -- but we don't need them. They are completely unnecessary for Chatham County and for North Carolina, and the amount of destruction that they

cause is outrageous. So I hope that you can do everything in your power to stop them and -- and at least do a moratorium, um, I think. It's really important. Chatham County doesn't need it.

The second thing is, there's been a lot of discussion at previous meetings about the Mitchum site and this Sissipahaw Village that's, uh, near the Chicken Bridge, and I want to encourage you again to do everything you can. I know that your hands are tied in some ways, but I think the more that you look into our possibilities, the greater the chance is that we'll be able to protect a really important cultural center for the Occaneechi and for Chatham County so that we don't lose another really valuable archeological and cultural center. Thank you.

CHAIR ROBERTSON: Thank you.

Anyone else that wanted to share? Thank you.

MS. AMBROSE: I just need to, um, adjust this a little. Good evening. My name is Jean Ambrose and I live in the Baldwin Township.

I'm also concerned about the possible -- possible proliferation of data centers in Chatham County. We must be more protective of our -- of our natural -- okay -- of our natural resources, since these energy intensive data centers are potential sources of light, noise, water, and air pollution.

The Chatham County Government and Information Hub provides some tracking tools to monitor for goals. The environment and land use category covers preserving agricultural lands and conserving natural resources.

That's important because we don't want to lose more ag land to development.

Uh, data centers could locate in the Moncure Megasites; however, the availability and affordability of large tracts of agricultural lands will attract big tech companies to consider locating data centers in other parts of the county.

So can Chatham County retain its rural character and avoid the creation of data center analytics like those in Northern Virginia and Charlotte, North Carolina?

Data centers consume massive amounts of electricity to process data, and of water to cool the e-processing components.

Notably, crypto mining machines consume even more electricity and emits significantly more heat.

What adverse effects it will have on the local, um, grid capacity and the water supply, and how much will local utility rates increase to cover these needs?

There are two other less known potential environmental problems associated with data centers.

Uh, for one, electronics have a limited lifespan,

and the rapid turnover of current technologies contributes to the growing electronic waste stream as outdated or worn out components at these data process centers are replaced.

Can these discarded heavy metals and hazardous waste be disposed of properly?

Secondly, chemical contaminants discharged from data centers and industrial manufacturers continue to pollute our environment. The current EPA administration plans to fast track the review of new, potentially hazardous chemicals used in AI data centers.

Chemicals are added to circulating water to prevent corrosion and F-gases, which are fluorinated gases, also known as PFAS gases, are used as refrigerants to cool electronics.

To meet this growing demand, it wants to expand its facility in North Carolina and West Virginia to decrease its -- its production.

And the North Carolina Environmental Management Commission is proposing PFAS rules to allow industries to self-monitor and reduce discharge amounts voluntarily.

Lastly, in the approved Unified Development Ordinance for Chatham County, do the terms, computing infrastructure providers or data processors processing specifically cover cryptocurrency mining farms and AI data centers?

I urge the Chatham County Board of Commissioners to take a proactive approach. Is that it?

Learn how other -- am I done? Okay.

Learn how other counties and municipalities in North Carolina and across the country are regulating these new types of land uses, and have County Zoning Ordinance in place for regulating AI data centers and cryptocurrency mining before an application for a large data center project is submitted, and consider a temporary moratorium on AI data centers and cryptocurrency mining to a identify Zoning Ordinance that can minimize the adverse impacts of data centers on the local economy, infrastructure, environment, and public health, and limiting pro -- limiting or prohibiting some or all of these new types of land uses may be warranted as well. Thank you.

CHAIR ROBERTSON: Thank you. Thank you for all your work on that. Yes, ma'am.

MS. CAVALIER-KECK: Hey, everybody. Good morning -- or sorry -- good morning -- good afternoon.

Um, when I was on my way over here, I was coming from Siler City. We had some business up in Randleman, um, and I was just admiring how beautiful it is with all the horse farms and everything.

So we just fought against, um, a data center in Stokes County last Monday. And, you know, it was

approved. Um, we had about 200 residents show up, um, because they don't want that data center. It's 8 -- 1,845 acres out in, um -- I can't think of the -- the towns, but they -- they didn't want it there.

Um, but how the developers have framed the project was a economic necessity, um, citing projected annual tax revenues for exceeding the land's current agricultural, um -- just value.

But we've done some studies about data centers -- we partner with Duke University -- and data centers represent a financially risky and shortsighted foundation for rural tax bases.

Um, across the country, data centers are increasingly overbuilt, rapidly depreciating, and technologically specialized, making them difficult to repurpose if market demand shifts.

So in about 10 to 15 years it could shift, and then you're left with a huge building.

Energy -- energy prices rise or corporate tenants relocate, unlike housing, agriculture, or locally owned businesses, these facilities often cannot easily be reused for community benefit, once they become obsolete.

Counties are being asked to gamble their water and land on an industry that can move on in a decade or two. When data centers age out, what's left behind are

massive concrete shells, degradated landscapes, and long-term infrastructure and environmental liabilities.

So in addition, tax revenue projections frequently fail to account for public costs, including road and infrastructure upgrades, emergency services and fire suppression, long-term water withdrawals and treatment, strain on regional energy grids and ratepayers.

So from an indigenous perspective, the true economic stability means thinking seven generations ahead, like I was saying at the Mitchum site.

So a short-term revenue spike that leaves future generations with environmental damage and stranded infrastructure is not responsible governance.

So I really do wish you guys would maybe put a moratorium on that because what we're seeing across Person County and Stokes County, these large rural communities are corporations like Microsoft buying up, you know, 1,800 acres of land, and it's leaving communities vulnerable.

Um, so yeah, I just -- I just wanted to say that.

I didn't know I was coming to saying that, but it fits. So thank you, guys, so much.

BOARD CLERK: Um, would you just tell us your name for the transcript, please.

MS. CAVALIER-KECK: Crystal Cavalier-Keck.

BOARD CLERK: Thank you.

CHAIR ROBERTSON: Anyone else like to speak?

Okay. Thank you to those who came and spoke tonight. Um, I appreciate the time and effort you put into this, um, and we will go ahead and close the public comment session and move on to Board priorities.

Um, but before I do that, Bryan, I just wanted to verify, since we do have people here, um, bringing up the Mitchum site as John did, um, are you planning to speak on that during your update tonight at the end of the meeting or the agricultural, uh, review or the archeological review on that property?

MR. THOMPSON: I do have that in my notes to bring up.

CHAIR ROBERTSON: Okay.

MR. THOMPSON: Manager's report.

BOARD CLERK: I thought you did. And so I just wanted folks to know that that is -- you should get some kind of an update on that tonight, if you wanted to stick around towards the end. It's not a very long meeting, so hopefully it wouldn't take too long.

But next on the agenda is, um, a discussion on, uh, a potential moratorium on data centers and, um, since I added this, I'll guess -- I guess I'll put it on there.

Um, one of the things that I've done is, um, joined after our NACo conference, the steering committee

on environment planning and energy, and the chair of that, um, steering committee is from Loudoun County, Virginia, where they have -- you know, it's like known as Data Center Alley.

And he shared with us that they ended up having -- frighteningly -- two data centers go in their county too, um, before they finally said, look, we really need to sit down and take a look at, um, ordinances and figure out how we might address this so we can do a better job when yet another one came knocking, and -- and they did, you know. So they've got several up there. Um, and I thought that was, um, very wise, for us to do that.

This was initiated by members of the public, um, and so I'm really proud of our public to be on top of these things and initiate, um, these discussions, but I'm also really, um, glad to put before our board a discussion of this, because I personally feel it is very necessary and I know that, um, Bryan and Jason are prepared to share some information on this with us tonight, but thought we'd maybe have a little discussion on it first.

Curious what others feel about it.

VICE CHAIR FLORES: Um, in support of the, uh, effort, of course. We've heard a series of individuals tonight, but also received a series of emails, um, so I do find it to be of interest, at least of mine.

MR. THOMPSON: So, uh, first, uh -- good evening -- I would like to thank you for the heads up and the intentions of amending the agenda in advance so we would have some time to consult with staff, uh, legal, so that we can have a more fruitful conversation.

It's a really big help.

So maybe starting with a little bit of background on data centers and the state of, uh, our regulatory framework here in Chatham County.

Several years ago -- I'm going to say 2019, 2020, uh, we amended the table of uses for the Chatham County Zoning Ordinance to include additional, uh, heavy industrial -- I think it was heavy industrial exclusively -- use types that were not represented at the time -- that does include data processing centers, uh, that was added to the agenda -- or added to the table of uses, uh, but beyond that, there really wasn't a whole lot of work, actually.

The environment, the -- the data center industry, uh, looked a bit different than what it does today. Uh, it has evolved quite rapidly and our existing Zoning Ordinance has not kept up with the evolution of that industry.

So right now, um -- and I'm going to look to Jason and Chance a bit -- in the event I get any of this

wrong, they can correct -- correct me for the record, but, uh, in heavy industrial, data processing centers are labeled as permitted by right, provided that it connects to essentially public water and wastewater utilities.

If it is not connected to both water and wastewater public utilities, uh, then it would be a special use permit. So it has an asterisk, uh, with, uh, that notation at the bottom of the table.

Uh, the Zoning Ordinance does not offer a definition giving specificity to the term "data processing center," and there are no development standards associated with that particular use either.

So that's where we've been and where we are.

What the Board has lifted up for tonight is a discussion around what moratorium is, uh, or exploring the potential for imposing a moratorium, so it's probably good to talk about what a moratorium is and what it isn't.

So a moratorium is not a all-out ban. It is not a permanent ban. It is a temporary measure, uh, that allows the local government to, uh, press pause and to thoughtfully work through a process that the end result would be a resolution to these types of -- of land use issues where they may -- there may be deficiencies in the, uh -- in the Zoning Ordinance, the regulatory framework, uh, to work through.

That being said, uh, to be clear, uh, for a moratorium, uh, for this type of use, uh, seems to be within the confines of the General Statute, so it's something that we can do. Uh, there is a process by which we must approach the moratorium question through a public hearing.

Uh, there are key questions along the way, the first of which is: How long do we anticipate this moratorium to take? If it's 60 days or less, then the noticing requirement is different.

If it's greater than 60 days, then the notice requirement, uh, is two notices before the public hearing, as opposed to one.

Uh, so I'm sure a question will be asked a little bit later how quickly we might be able to hold the public hearing. Well, it depends on that.

In our conversation with, uh, staff it seems very clear and would be our recommendation, if the Board desired to move forward with holding a public hearing for a moratorium, is that it's over 60 days. So we would go ahead and notice it, uh, two times, in accordance with that more lengthy, um, moratorium, uh, duration.

Just looking at our normal text amendment process, uh, that would take a minimum of three months, uh, where it comes to the Board, the Board refers it to

the Planning board, and then it comes back to the Board, uh, whatever recommended text amendment, during the time of that, uh, moratorium. That takes you beyond 60 days, as is.

Um, we've tried to identify what the most appropriate and reasonable timeframe might be, uh, and we're balancing anywhere between six to -- to eight -- six to nine months, and, uh, the outer limit there, the nine months is the anticipated but unknown "what ifs."

What if, uh, the Planning board wants to touch, uh, the language more than once and it persists over the course of not just one month, but two months; what if the Board would like to take multiple look -- looks at it; and what does, uh, public input and engagement, uh, look like. Um, so again, uh, those are some of the key points.

Uh, another thing that we are going to have to do in between now and the time that we hold that public hearing, um, which -- let me back up.

Uh, talking about the earliest we could have that public hearing, uh, would be, uh, February 9th, we looked at the calendar based on the two notices, uh, from a legal standpoint, um, meeting those, uh -- that notice requirement would be February 9th.

Uh, we have begun working on, uh, the document that would be necessary to bring to the board. It

wouldn't have to be, uh, laid out in advance of the adoption of a moratorium, and, uh, we believe that's a quick enough turnaround, but we can have a public hearing anytime after the 9th.

The very next week is the, uh, the week of our regularly scheduled meeting for that month.

Importantly -- and I alluded to this -- statutory requirements on a number of statements that we're going to have to provide answers to: The first is a statement of the problems or conditions necessitating the moratorium, and what courses of actions and alternatives to a moratorium were considered by the local government, and why those alternatives -- uh, alternative courses of action were not deemed adequate.

The second statement that we're going to have to make is a statement of the development approvals subject to the moratorium and how a moratorium on these, uh, approvals will address the problems or conditions leading to, uh, imposition of the moratorium.

The third is a date for, uh, termination of the moratorium and a statement setting forth why the duration, uh, reasonably -- is reasonably necessary to address the problems or conditions leading to the imposition of a moratorium.

And the fourth statement is a statement of

action, uh, and the schedule for those actions proposed to be taken by the local government during the duration of the moratorium, to address the problems or conditions leading to the imposition of the moratorium.

So we have to check those boxes, and we've begun working on that. Uh, we believe if the Board wishes to move forward with a moratorium, whether it's at the next regular meeting of the Board of Commissioners or, uh, at a time, uh, in advance of that, uh, through the calling of special meeting, that we will have that available and, uh, the meeting properly noticed.

And I'm trying to think if there's any other important point to share. Okay.

So at that -- that really does hit the high notes. Uh, of course we have, uh, Planning folks here and legal. You might have questions. Between the three groups of us, we'll probably have answers.

CHAIR ROBERTSON: Thank you, Bryan.

Does anybody have questions?

COMMISSIONER HOWARD: Um, so I have a couple of questions. So, uh, first, are you going to need, um, specific direction from us, like a motion, or is it just consensus of the board?

MR. THOMPSON: Getting direction from the board, and particularly in this case, a, uh, a formal action, I

think would be appropriate, uh, so it's very clear that it's the Board of Commissioners who's requesting the public hearing.

COMMISSIONER HOWARD: Okay. Um, and then -- so I am assuming that the moratorium would apply whether the data center was, um, by right or required a special use permit; is that true?

MR. THOMPSON: That's correct.

COMMISSIONER HOWARD: Okay. And then is there a -- is there a lapse of time that has to happen between the notices?

MR. THOMPSON: Yes. It is, uh, no more than 25 days, uh, no less than seven days, and once a week for two consecutive weeks. Did I get that? Awesome.

COMMISSIONER HOWARD: So if we were able to, um, accelerate this, we could potentially call a special meeting in order to get in that time -- to get the tightest timeframe possible?

MR. THOMPSON: Yes, ma'am.

COMMISSIONER HOWARD: And then you did mention -- this is my last question -- you did -- I don't know if it's a question, but, um, mentioned the timeframe of -- of like six to nine months, and I am wondering whether that is not a little aggressive -- and I -- I thought you meant the duration of the moratorium.

MR. THOMPSON: Correct. Uh, so we, uh -- so one of the things that we have to do is spell out whatever that duration is.

COMMISSIONER HOWARD: Mm-hmm.

MR. THOMPSON: Uh, why that is reasonable and how that aligns with, uh, our plan and schedule for addressing the problems or conditions.

Uh, we feel like, uh, nine months is within reason for our ability to, uh, work with the staff, work with the Planning board, the Board of Commissioners, others, to have a process that results in a thoughtful outcome, but of course that's direction from the Board as well, if you feel like that might be too long or too short. We just want to make sure that we are able, uh, to do that work.

Now, I'll also note that we can extend the moratorium. So if we set it for six months and we feel like we need more time, we're running against the clock, uh, we would want to, in advance of the expiration of the moratorium, go through -- go through the process of holding another public hearing, noticing and extending that moratorium, we would have to represent -- uh, make representation for each -- through each of those statements at that time as well.

COMMISSIONER HOWARD: But if we did, um, if we

said 12 months felt safer to us and we were able to get the language and do whatever, you know, study we needed to do, um, we could end the moratorium earlier as well?

MR. THOMPSON: We can end the moratorium early.

COMMISSIONER HOWARD: Okay. Um, because my -- my one concern would be that I think there is, um -- I mean, these data centers have concerned me for some time too, and I'm actually going to be on a panel talking about these, so I'm grateful for any information that can be shared.

Um, but that there, uh, that there is so much unknown and that it would be really helpful for us to know what other states and counties, you know, uh -- and particularly places that have been dealing with data centers longer than North Carolina has, have been doing.

And I don't know how quick the turnaround -- I just don't know. Um, and so if there's any risk of us running up against time, I would rather have a longer moratorium, um, and come up with the best language, the strongest, the -- the best ordinance and management tools that we can so that we're not revisiting this, um, as we get more information from other communities or as things happen in other communities. My two cents.

CHAIR ROBERTSON: Other comments?

COMMISSIONER DELANEY: I think that's where my

mind is, is knowing, um, how soon the -- the County team can pull together and we can find the right kind of resources to help get to the kind of better outcome we think we should be at, compared to where we are now.

It sounds like the law puts some pretty tight constraints on the process, the timeline, the reasons, and that seems like it might quickly take over a lot of the staff work. That's okay, if -- if that's where we want to go.

And I do think we should probably head in the direction of starting the process, um, getting folks geared up toward being able to do this, and then being confident that we have well-stated reasons and outcomes that we want to achieve and ways to get there, um, so that we can take these lessons that are from Loudoun County and other places, uh, and probably also get some perspective from across the state, uh, on the -- the pushback.

There will certainly be pushback. Um, we expect that in -- in this kind of area, um, but if we can be ahead of the curve, I think it would be great, for sure.

CHAIR ROBERTSON: Commissioner Kenlan, did you have anything to add? I will go last, but if you're -- if you're good.

COMMISSIONER KENLAN: Sure. I'm happy to go next. Um, I wanted to thank you. I reached out to you in

the fall, several months ago, because, um -- and I was hoping you could clarify, um, we -- we did have some protections already written against data centers, but there's some distinction between, um, other similar types of centers that were not fully in our special use permitting process, I believe.

So the difference between data centers -- and is it data mining? Is that what it was?

MR. THOMPSON: Yeah. Uh, the way that our table of uses states, data processing centers, it's just that.

Um, since the adoption of that amendment to the table of uses in our zoning, um, I have no doubt that data mining and other things like that existed, but, uh, with the level of awareness and understanding distinction, potentially, uh, wasn't -- we likely were not fully there.

So, uh, just in the lack of specificity and differentiation, uh, between different intensities, uh, when it comes to data centers, that is not found within our, um, within our Zoning Ordinance.

So that's part of that evolution of the industry, uh, that our ordinance just simply does not, um, reflect.

COMMISSIONER KENLAN: Right. And that -- and that's partly due to the developing of that industry.

Yeah.

MR. THOMPSON: Exactly.

COMMISSIONER KENLAN: Yeah. And I -- I just partly wanted to bring that up because, um, when I was first, um, getting on this board, I appreciated that that's been a goal of the Chatham County Board of Commissioners, to attract and recruit industry that is non-polluting, that adds to our local economy.

And so we already did have in place some safeguards to really, um, make that process, um, more thorough if it was an industry that our community and this board would have concerns with.

So it was just more evidence to me that, um, we have really great staff and you-all were already 10 steps ahead of me -- because I've had the public reaching out to me for, um -- since the fall and for quite some time on this, and so it -- I just think it was helpful to hear about, um, some of these classifications, and that we're going to do everything we can to make sure we're following the changes in that industry to get those, um, more, uh, thorough and difficult to, um -- we -- we don't want to bring data centers into this county. I know I don't, and that's what I'm hearing from this board, so I'm glad we're having this discussion.

COMMISSIONER HOWARD: Can I just add -- just elevate something? So the, um, NACo Rural Action Committee has been -- the -- the staff has been doing some

work around data centers because there are communities that are dealing with, um, unanticipated consequences of, um, data centers, and I think they would be a good resource for getting some information from -- and data from across the -- the country of how communities are, um, you know, finding the right tools so that if the -- if there is, uh -- if there are data centers -- and I recognize that as a nation, we have got to be able to do certain things, but if there are better places and best practices, um, and ways of minimizing the impact on communities, I think that that is information that should really be shared nationwide. Like, no community should be taking this on without really thoughtful, um, practices and policies in place.

MR. THOMPSON: And -- and I will make a plug for our Planning staff. They've been surveying what's out there, in terms of best practices in and outside of North Carolina, uh, with those resources.

Uh, recently, uh, Central Pines Regional Council has begun convening data center, uh, in-person get-togethers to see what other neighboring communities, what they're experiencing, and how we can best, you know, leverage from our collective experience.

I think our second, um, of those meetings is later this week -- or is it next week? Thursday? Uh, and

we were well represented at the first one with several staff members, uh, and we will be at this next one.

So really, uh, keeping our finger on the pulse, but, uh, before, uh, knowing that there might be some interest on the Board and that this was going to be brought up on the agenda for a moratorium, they've been hard at work, uh, trying to tease out how -- you know, those best practices and how they make sense in the context of not just Chatham County, but other legal considerations, uh, that, you know, we all have to work through. So I really want to give them a shout out for that.

VICE CHAIR FLORES: What are some of the concerns that might come up if we pursue this? None?

MR. THOMPSON: Uh, concerns?

VICE CHAIR FLORES: Or problems, challenges that we might face.

MR. THOMPSON: Well, I think, uh, right now, uh, one thing that we do not have, which could, uh, make this a little bit trickier, is if we had active applications or projects that might be impacted in some way.

We don't have that, uh, presently.

Um, yeah, I think it really is in the work that we do on the front end, uh, to make sure that our statements are -- are, uh, measured well and that we can

articulate the justification, uh, for that and for the reasonableness behind things like duration, the plan of action, and the steps along those lines.

I'll, uh, ask if our County attorney has any additional thoughts in that line?

MS. MEEKER: In terms of concerns or...

VICE CHAIR FLORES: Any challenges that we might think of, um, that might come up, whether that's legal or, um, loss of opportunities or loss of investments or whatnot.

MS. MEEKER: I mean, certainly there could be legal challenges, but, uh, the general statutes do allow these moratorium, and Bryan has pointed out the several factors that need to be followed, and so long as the County follows those, the County can proceed in this way.

VICE CHAIR FLORES: Thank you.

MR. THOMPSON: Thank you.

COMMISSIONER DELANEY: Could you just summarize again the, the, uh, the date possibilities?

And you mentioned February 9th. What's the -- what's the meeting? What's the importance there?

Is it an earliest possible and --

MR. THOMPSON: That would be the earliest possible, uh, from the time of noticing and meeting that noticing requirement, uh, and those limitations, that'd be

the soonest that we could have our first meeting, uh, and, um, yeah, that's the significance of that date.

COMMISSIONER DELANEY: So if we get to the point of a motion for a specific action, it might be along the lines of, uh, the Board directs the manager to initiate processes to -- for the Board to consider a moratorium on data centers and crypto mining centers, uh, with an opportunity to hold a first public hearing on or about February 9th. Does that sound about right or is there more or less that would go along with it?

MR. THOMPSON: No, that sounds about right.

COMMISSIONER DELANEY: Okay.

MR. THOMPSON: And you might want to include the language of "special meeting" for that date, if it's going to be in one motion, uh, to ensure that the Board is setting the special meeting, but also setting the public hearing.

MS. MEEKER: Yeah. And we would -- we would actually need a specific date for you-all to make that motion for the public hearing -- I mean, for the special meeting. Um, so -- so, uh, you know, we would need to hammer down -- we couldn't do "Around about the 9th," we would need to have the exact date.

MR. THOMPSON: Yeah, and we would want to, uh, set down just the date, the time, and the place?

MS. MEEKER: Yes.

MR. THOMPSON: Okay.

CHAIR ROBERTSON: All right. Good. Um, I would be on vacation on the 9th. I return on the 10th. Um, so I think if we could do something on the 11th, if folks are free, um, and that would be a possibility, but I have a question prior to that as well.

I'm curious of, um -- Commissioner Howard, I think brought up the demand on staff and wondering, um, how -- or perhaps Commissioner Gomez Flores brought that up -- regardless, um, what is -- what is the demand and the -- and the need on staff?

I realize we're entering budget season and folks are super busy right now, and do we also need to be cognizant of that, um, given who would be working on this.

Do you have recommendations for how long you might need this to be, or have you already considered that within your nine-month sort of would be the best-case scenario?

MR. THOMPSON: We -- we've drilled down a bit in conversations around that, but as we begin to -- to really, in earnest, put -- start putting this together in a very meaningful way, there's going to be further assessment of staff capacity, time, other things that are going to, uh, be washing over as between now and then and,

um, what that might look like, and come to you with what we believe an appropriate recommendation is from that.

Now, of course, yeah, you might have thoughts on that too, that there might be, uh -- we're -- we're going to make some assumptions, and I think we're going to try to be very clear about what those assumptions are, based on that schedule.

And if you feel like maybe we didn't think about something or we didn't -- we're -- we're not showing enough time for y'all to feel comfortable in, uh, workshopping the language, we could definitely make adjustments at that time.

And I believe if we come to, um, the Board with a recommendation of, let's say, eight months, but the Board has something different in mind, I don't think there's anything precluding us from making that, uh, change through the course of the public hearing and then adopting a mor -- imposing a moratorium, uh, with that amended timeframe.

CHAIR ROBERTSON: That kind of thing can be added, is what you're saying. If -- if we have the public hearing, that can still be changed after the fact; is that what you're saying?

MR. THOMPSON: Yes. I don't -- I don't think there's anything to preclude us from that.

COMMISSIONER HOWARD: We did that in the past.

MR. THOMPSON: Okay.

COMMISSIONER HOWARD: When we did the moratorium against fracking, we -- it was a recommendation, we were more aggressive, and -- and then we actually extended it, right? As I recall, so.

MR. THOMPSON: Okay. Yeah.

CHAIR ROBERTSON: That sounds good. All right.

So has anybody had a chance to check your calendars for the 11th? Does that work for everybody?

COMMISSIONER KENLAN: I would need --

VICE CHAIR FLORES: What time?

COMMISSIONER KENLAN: Yeah, I would need it to be after 2:30.

CHAIR ROBERTSON: Okay.

COMMISSIONER DELANEY: Want to do 6:00 p.m., make it an evening, like our regular meeting?

CHAIR ROBERTSON: Yeah, that's probably --

COMMISSIONER HOWARD: Yeah, 6:00 p.m. does not work for me.

CHAIR ROBERTSON: 4:00 o'clock?

COMMISSIONER HOWARD: 4:00 does.

CHAIR ROBERTSON: 4:00 o'clock on the 11th?

Jennifer?

COMMISSIONER DELANEY: I didn't bring my

calendar, but --

BOARD CLERK: Yeah, I mean, it would probably be best if y'all made a motion for the -- to hold a special meeting, and then you can make a separate motion about --

CHAIR ROBERTSON: So we don't need the time and date in the motion?

BOARD CLERK: Yeah, you need, um, the -- the time and the date. I mean, we -- we would assume here, um, but yes, the time and date.

COMMISSIONER HOWARD: But you mean as a separate motion from the motion?

BOARD CLERK: Um, I mean, if you make a motion to hold the special meeting.

CHAIR ROBERTSON: Okay.

BOARD CLERK: And then whatever you want to do about the public hearing, um, we would do that separately.

CHAIR ROBERTSON: Okay. I see. All right.

So do -- does 4:00 o'clock work for everybody, then?

COMMISSIONER KENLAN: Yes.

CHAIR ROBERTSON: Bryan? On the 11th? Okay.

All right. Um, so do I have a motion to hold a special hearing at 4:00 p.m. on Wednesday, February 11th?

VICE CHAIR FLORES: So moved.

CHAIR ROBERTSON: Second?

COMMISSIONER DELANEY: Second.
CHAIR ROBERTSON: All in favor?
COMMISSIONERS: Aye.
CHAIR ROBERTSON: Aye. All right. There we go.
Now we've held our special meeting.
Do I have -- you had great language.
Do you want to say that again, David, the motion you made for the moratorium?
COMMISSIONER DELANEY: I think it was along the lines of, um, the Board directs the manager to -- was that where you're headed?
CHAIR ROBERTSON: That's where you went, yeah.
COMMISSIONER DELANEY: Yeah. Um, to begin considering options for, uh, a moratorium on data centers and crypto mining centers. Was that it?
Or I got the new date?
MR. THOMPSON: To hold a public hearing of the --
COMMISSIONER DELANEY: To hold a public hearing on that topic, yes.
MR. THOMPSON: Okay.
CHAIR ROBERTSON: Do you need the date in that one? Okay. Does that work? All right.
MR. THOMPSON: Yeah, so long as that satisfies Jennifer.
CHAIR ROBERTSON: Do I have a second?

I was given a second.

COMMISSIONER HOWARD: Wait. Wasn't there a motion and a second already? No?

CHAIR ROBERTSON: I don't believe so. That was for the special meeting. This is for the moratorium.

COMMISSIONER HOWARD: Wait, what?

CHAIR ROBERTSON: Do I have a second?

BOARD CLERK: The second motion is to hold a public hearing for the moratorium, um, on -- yes, for data centers.

VICE CHAIR FLORES: I'll second that.

CHAIR ROBERTSON: Thank you.

All in favor?

COMMISSIONERS: Aye.

CHAIR ROBERTSON: Aye. All right.

The motion carries.

MR. THOMPSON: Thank you.

CHAIR ROBERTSON: Thank you very much.

COMMISSIONER HOWARD: Thank you.

CHAIR ROBERTSON: I appreciate that.

All right. Thanks, everybody.

(End of transcription.)

C E R T I F I C A T E

I, TERRI NESTORE, Certified Shorthand Reporter/ Transcriptionist, do hereby certify that I was authorized to transcribe the foregoing recorded proceeding, and that the transcript is a true and accurate transcription, to the best of my ability, taken while listening to the provided recording.

I further certify that I am not of counsel or attorney for either or any of the parties to said proceedings, nor in any way interested in the events of this cause, and that I am not related to any of the parties thereto.

Dated this 24th day of March, 2026.

Terri Nestore

TERRI NESTORE, CSR 5614, RPR, CRR

NORTH CAROLINA

CHATHAM COUNTY

Historic Courthouse Courtroom

BOARD OF COMMISSIONERS

KAREN HOWARD, District 1,

AMANDA ROBERTSON, District 2, Chair

DAVID DELANEY, District 3

KATIE KENLAN, District 4

FRANKLIN GOMEZ FLORES, District 5, Vice Chair

TRANSCRIPT OF VIDEO-RECORDED PUBLIC MEETING (SPECIAL)

No. 26-0061

Wednesday, February 11, 2026

4:00 p.m.

CHAIR ROBERTSON: All right. By my clock, we now have 4:00 o'clock. I'm going to go ahead and call this special meeting to order and open the public hearing for 26-0061, a legislative public hearing requested by the Chatham County Board of Commissioners to consider a temporary 12-month moratorium on the permitting of data centers, data processing facilities, cryptocurrency mining operations, and any other associated uses within the unincorporated areas of Chatham County, pursuant to N.C.G.S. 160D-107, and I call on Planner Hunter, Glenn, to please present this item.

MR. HUNTER: Do you want to see the presentation?

CHAIR ROBERTSON: Not right now.

MR. HUNTER: All right, so I'm going to go over a little bit of the basics of what we're doing here today, as far as the moratorium. There is some information on, uh, data centers in general, the information from the moratorium text, but we're not really getting into all of the data center discussion, per se, um, with this presentation.

So, um, so a moratorium is a temporary legal halt or suspension of specific activity, law or obligation. It's commonly used by local governments to pause development, development approvals, um, while updating plans and regulations. Um, and it is enabled through

General Statute 160D-107.

Uh, this particular moratorium is going to focus on data centers, data processing facilities, cryptocurrency mining, and any use associated with data processing facilities, um, that was discussed at the Board of Commissioners meeting, um, on January 20th.

So I'm actually going to go through the four, uh, statements of fact that are required by 160D-107.

Um, so there -- there are four things that we have to state in the moratorium.

So the first one is, uh, the statement one, of necessity, and let me pull up... Let me grab my notes real quick. This is the... All right.

So there must be a statement of the problems or conditions necessitating the moratorium and what courses of action alternative to a moratorium were considered by the local government and why those alternative courses of action were not deemed adequate.

So we, um, put the information in the moratorium.

Just a quick overview. Um, essentially this states that, uh, data centers, regardless of the size, use lots of water, lot of power, um, and this graphic here is just showing that in the next really two to three years, um, that data centers could be using as much as 12 percent of all the energy usage in the United States. And that

comes from, um, the Department of Energy, uh, the Berkeley Lab's report.

So the second statement is app -- applicability and scope. Um, this is like, uh, why the -- and what this moratorium is subject to and, um, how the - moratorium will work with specific approvals.

Um, so this is going to be for any development approval that would be, uh, for a data center, data processing facility that would do something that's related to a data center.

So some, uh, different jurisdictions in the area have included in their regulations in their moratorium, genome sequencing, web servicing and hosting, cryptocurrency mining, and anything AI computing and modeling, uh, things like that.

Uh, the moratorium says, you know, any and all, like, included, um -- or include, like, but not limited to language.

So it's for -- it's a temporary moratorium for one year, so February 11th, 2020 -- 2026 to February 11th, 2027. And the plan for what we're going to do during that, uh, 12-month time is four months for research, continued research on studying the impacts of data centers and data processing facilities, cryptocurrency mining -- everything like that.

Um, that would include more research and working with Central Pines Regional Council. So me and a few other staff members have been to, uh, regional meetings with jurisdictions in the area, discussing the impacts of data centers in the triangle. Um, so we would continue to do that, just all the types of research that go into that.

Then, um, Planning staff and other County staff would develop the land use regulations that would be required to mitigate some of the negative impacts associated with the land uses, um, with data center land uses.

And then there would be a six to eight-month period which would just be the normal text amendment legislative process.

So that's how we came up with the 12-month timeline. And do you have any questions for me before we open it up to the public hearing? Yeah.

COMMISSIONER HOWARD: Um, so on statement two, the applicability, um, does -- would whatever regulations we come up with also apply to things that are tangential to the data processing, like the building of a power -- a substation or a power supply on -- on that, in -- in -- in connection with the data center or whatever the other thing was? So -- or is it just around the -- the facility that's being permitted itself.

MR. HUNTER: Um, that's a good question. I guess it would be -- it would kind of depend on if it was something that we would normally regulate.

Um, so, but for the most part, we've been looking at setbacks, building heights, um, things like that. But some jurisdictions have got into how the power -- where the power comes from, if it's, uh, like, if it's renewable sources, things like that.

So we have -- there are -- there is some, uh, research to suggest that we, you know, could potentially regulate the power source, but I'm not sure, you know.

That's something we would have to --

COMMISSIONER HOWARD: But I'm thinking even like outside of regulating the power source, but say a data center were, you know, to -- or we were -- we were developing the language around the rules or regulations, whatever, for a data center, um, or crypto mining.

MR. HUNTER: Yeah.

COMMISSIONER HOWARD: The -- the actual structure, we have all our rules around that and setbacks and whatever -- size -- do we also have the, um, option, opportunity to develop rules around something that might be built to support that?

MR. HUNTER: Mm-hmm.

COMMISSIONER HOWARD: Um, or does that

automatically get included in like --

MR. HUNTER: It wouldn't be automatically included, but if we had to update something, like if we have -- if there's a use -- if -- if, uh, like electric -- like substation, electrical substation is a use in the table of uses and then that has to be updated, then that would be part of the text amendment process, so --

COMMISSIONER HOWARD: Okay.

MR. HUNTER: Um, yes, I think that answers, yeah.

COMMISSIONER KENLAN: Is -- is -- is one-year moratorium the max amount of time we can have a moratorium?

MR. HUNTER: No, but we just -- we had originally started with a different timeline that was a little shorter than this, and then we heard from some other jurisdictions that a year was sort of standard and would allow us to do everything we needed to do, um, because we have already started doing some research and -- and work on the -- on this.

COMMISSIONER KENLAN: Mm-hmm. But we could -- we could request it for two years or is -- is there -- is there a max amount of time we can have one? And I'm just -- I'm interested in that, uh, how we select that.

MR. HUNTER: I don't think it states there's a maximum, in the statute.

COMMISSIONER HOWARD: But I think what we've heard before is that there is some, you know -- so maybe Emily can speak a little bit to this, because there are some parameters around which we decide how long a moratorium should be.

MR. HUNTER: And I know you can come back and extend it, too.

MS. MEEKER: That's right. There's no max -- thank you. There's no maximum, um, length, but the Planning Department has to justify the length, um, and Chatham County does, and it says that we have to set forth a statement, um, setting forth why that duration is reasonably necessary to address the problems or conditions leading to the imposition of the moratorium.

So Planning Department thinks they can do it in 12 months. If they cannot, they can come back and ask for an extension of the moratorium period.

COMMISSIONER KENLAN: And would that trigger another public hearing or would that be a part of this process, to do an extension?

MS. MEEKER: I think there is another public hearing as a part of that.

COMMISSIONER KENLAN: Okay.

COMMISSIONER HOWARD: But we don't have to wait? We can do that during the -- the period?

MS. MEEKER: Yes.

COMMISSIONER HOWARD: Um, okay.

MR. HUNTER: It looks like that's what was done for fracking or one of the other moratoria -- I was looking back at language from 2015 and 2018 and things like that. So you've done that before, um, done another public hearing.

COMMISSIONER KENLAN: Okay. And -- and I did have another question about, um -- so you said this moratorium covers unincorporated areas.

MR. HUNTER: Yes.

COMMISSIONER KENLAN: So, if -- if someone wanted to annex a property into a town, then would that be possible during the moratorium, if the -- if the incorporated area allowed them to annex?

MR. HUNTER: That's a good question. I think probably they could, if they wanted to annex into Pittsboro, Siler City or Goldston, it would not be -- this would not be applicable to that site, so --

MEMBER OF THE PUBLIC: Can you speak up, please?

MR. HUNTER: Yeah. Sorry about that.

Um, no. Uh, so she asked if -- what would happen if a site was annexed into one of the municipalities and that -- this would -- this moratorium would not cover that. That site would then be under the regulations of

the municipality that they annexed to.

COMMISSIONER KENLAN: Right. So even if that property right now is County property, which is, depending on how this goes, would be under moratorium, one of the incorporated areas could annex it in?

MR. HUNTER: Yes.

COMMISSIONER KENLAN: Okay.

CHAIR ROBERTSON: I think -- I think that we leave that to the towns.

MR. HUNTER: Yeah.

CHAIR ROBERTSON: And, uh, no doubt they're observing and aware of what we're doing here in the County.

MR. HUNTER: Yeah.

CHAIR ROBERTSON: Thank you. Are there further questions from the Board? Franklin.

VICE CHAIR FLORES: In the regulation effort, um, would there be left an opportunity to regulate, uh, emerging concerns? Um, and by what I mean is, for example -- I'll just use the example of water.

In the '90s, uh, we didn't know about PFAS, um, and we definitely knew -- or we know that they were present, but we couldn't, uh, with the technology that we had at the time, we couldn't really identify it.

Um, and so as our technology advances and we're

able to understand, um, deeper effects on human health, um, is their language or do -- do you anticipate there being language to kind of, um, leave it open for future regulations for new findings?

MR. HUNTER: So that's a good question. We've been talking about that at our regional meetings because as, uh, zoning officials, we ask, like, what should the height limit on these be? Or what, uh, what should we -- what should the setback be?

And we had someone come from the, uh, uh, State Department of Energy and, like, you're not really thinking about this right. You need to be talking about server size and the amount of power -- like, how the -- the, um, server capacity changes every six months in these data centers. And, um, what you can put in 10,000 square feet today is going to be -- you know, that's going to increase in a couple of years what -- what you can put in 10,000 square feet in 2030.

So we have been researching the language that we would be allowed to put in our ordinances that would -- that's legal, but also would allow us to expand our, uh, regulations in the future, or to kind of cover what we're thinking would happen. Uh, so we have been looking into that.

So -- so on the other side, data centers are

getting more efficient every day as well. Uh, they, you know, hopefully will use less water and energy as the years go on, um, but we need to be ready to regulate what's happening now and the future.

VICE CHAIR FLORES: Um, is there conversations in perhaps in other jurisdictions who have already -- who have already tackled this, uh, in collaboration with, like, their health departments or health-related agencies?

MR. HUNTER: Um, we have -- I've heard some discussions about that. Uh, some of the municipalities -- we're actually sort of on the leading edge of this. Um, uh, not -- I don't want to speak for all the other jurisdictions, but, um, we -- we're working a little bit with Apex. They're trying -- they're kind of just now updating their regulations as well and, um, they're one of the only other jurisdictions that is sort of in a similar spot to us.

Uh, the other ones in the triangle have not, um -- you know, they're kind of starting just now, just how we are, but that's a good point.

We could look into that.

VICE CHAIR FLORES: Thank you.

COMMISSIONER DELANEY: Thank you.

Hunter, has there been any discussion of, uh, resource needs within the Planning Department, within the

County generally? Is there confidence that the one-year timeline is helpful for what you-all need to acquire, uh, in terms of, uh -- even if it's not additional personnel -- expertise or other resources to -- to make good use of this time?

MR. HUNTER: Um, yes. We've discussed it and I think we are, you know -- we're at a point now where we're perfectly capable to handle, uh, the research, just because we have all the regional partners.

So, uh, Central Pines Regional Council is a great resource. They are actively and regularly putting out, uh, resources for all the jurisdictions. Um, that is pretty great. We basically -- we -- we almost have, uh -- you know, we've gotta make the regulations for us, but we have a lot of resources.

Um, so we were originally not asking for the 12 months, but we added that in just to cover all our bases.

So I think we're -- yeah, we have the adequate resources to do the work.

COMMISSIONER DELANEY: And on a related point, uh, and I know the work hasn't begun here yet, right?

MR. HUNTER: Mm-hmm.

COMMISSIONER DELANEY: But you -- to the extent that you-all have gathered some additional perspectives and knowledge on these topics, are you seeing any, um,

great variety of models, in the way that counties in North Carolina or in Virginia or other places that have seen some significant data center arrival, um, have approached these things, uh -- not to the point of saying, here's good, here's bad, but are you seeing a good variety?

MR. HUNTER: So I actually today just, um, started putting together the slides for the presentation I'm going to give y'all in a couple of months, uh, for other jurisdictions' ordinances, and like the parts that we're -- we like in those.

Um, we -- so I don't have a complete answer for you, but there are. There's a lot of -- we have a lot of good resources to choose from. Um, so like Loudoun County, Virginia, and some of the jurisdictions that are around there have very good definitions about -- but even then, they're still -- there are -- they're doing text amendments right now too, to update their definitions for what a hyper data center facility is, because that wasn't the same in 2017 when they did it.

So, uh, I know that's a little bit of a tangent, but, um, we've been thinking about it and trying to --

COMMISSIONER DELANEY: Yeah.

MR. HUNTER: Catch all those things.

COMMISSIONER DELANEY: Terrific. Thank you.

CHAIR ROBERTSON: Any other questions from the

Board?

COMMISSIONER HOWARD: I have one more. It's more about the -- the process from moratorium onto, like, building the language that we need, um, and also the thinking that we need.

How are we thinking or have we planned yet how we're thinking about bringing in that expert knowledge and experience and, like, making sure that we are getting it from all of the potential partners?

MR. HUNTER: So I'm not sure if we've got a -- if -- when we're going to present our findings to the Planning Board and we're going to get their input. We are going to get their input in the, uh, sort of the drafting process, um, sort of like how we did the UDO and everything like that. I just don't know exactly how it's going to look yet, um, but they would at least get input during the legislative process and the public hearing, after we drafted the regulations.

Um, right now, we're mostly working with neighboring jurisdictions and Central Pines. So I've got the -- the planner who has just done the staff report for Apex, I regularly communicate with him and he's going to be a resource, and he's also from Loudoun, Virginia. So it just happened to be that he moved here recently and was able to bring a lot of his knowledge.

So does that answer your question?

COMMISSIONER HOWARD: And I'm also thinking beyond that, like, um, so TriRiver.

MR. HUNTER: Mm-hmm, yeah.

COMMISSIONER HOWARD: Um, those kinds of partners and how we -- how and at what stage we'll be getting information and input from them.

MR. HUNTER: Yep, okay.

COMMISSIONER HOWARD: Right? Because in order to -- I mean, they would have to be at the table for -- presumably.

MR. HUNTER: So that's sort of the language -- we're putting in language or we might, that's part of the research is like, what specific do we put in the ordinance that says you have to have -- like, when do you, as an applicant, need to discuss this with TriRiver and Duke Energy? Who are you getting your power from? What's their -- you know, do you have a pre-approval?

Uh, because a lot of this, they have to have approvals from TriRiver and/or their water source and their power source before they can, um -- you know, while they're doing due diligence on their sites, so before they come to us or in conjunction with coming to us.

That's how they do it now, but it might be a process that we look at updating, um, as part of the new

regs. So -- but yeah, we've thought about who we need to be talking to with, one, TriRiver, but also Duke Energy or, um, the other power providers, um, things like that.

And we also have, have a list of resources from Central Pines, of who -- you know, the other resources that -- like with the State.

So most of these have to have State permits, so we have the information at Department of Energy and, uh, HHS or whoever -- all the permitting agencies for -- so there'll be a -- there'll be a point in the regs where that information has to be -- you know, we'll need that information in order for them to submit an application, or whatever that's going to look like in the future.

COMMISSIONER HOWARD: But like NACo or -- and other --

MR. HUNTER: Exactly, yeah.

COMMISSIONER HOWARD: Cool. Thanks.

CHAIR ROBERTSON: That's good to hear.

Those are some good resources, for sure.

So one of the -- the things you were talking about early was, uh, all the different impacts that you-all are going to be looking at, um, that impact both the community and the environment.

And did you find, through any of your research, the impact on property values in any of the communities

that -- that currently have data centers?

MR. HUNTER: So we, I have an article about it in my -- you know, in our packet, in the file of everything we're going to discuss, so that is a slide in the next presentation.

Um, just anecdotally, I don't know. I don't have any information, good or bad, on property values, but --

CHAIR ROBERTSON: At this time. Gotcha.

MR. HUNTER: Yeah.

CHAIR ROBERTSON: Okay. Any other questions from the Board? No? Thank you. I appreciate all your work and the information.

MR. HUNTER: I'll come back after we do this.

CHAIR ROBERTSON: Gotcha. All right.

Um, next we're going to hear from folks that have signed up, and before I hand that off to the clerk, I want to thank everybody -- I know it's kind of a strange time to have a public meeting, in the middle of an afternoon, so thank you to everyone that came out.

If you wanted to speak tonight but have not yet given your name to the clerk, she's over there. If you can kind of move your way around, uh, and quietly provide that.

Speakers will have three minutes to speak. The green light illuminates for the first two minutes. The

yellow light illuminates, along with one beep to let the speaker know they have one minute remaining. The red light illuminates, along with three beats, when the three minutes have expired. And it's appreciated if speakers can provide a copy of their comments to the clerk in writing. Um, if you are signed up to speak and she calls your name, but you feel others have spoken pretty much the things that you are already going to say, um, it's fine to say, that's okay. I think my -- my -- my concerns have been represented. If you're concerned about the moratorium in either way, if you could say "I'm for" or "I'm against" the moratorium, it would be nice to hear, um, your thoughts on what we're discussing today because that's why you came here.

So I'll call on the Clerk of the Board to please read any names that have signed up to speak.

Thank you.

BOARD CLERK: So we have, um, 18 people.

Um, so I'm going to call three at a time. Um, so we, um, uh, uh -- y'all can get into queue. Uh, so Mary Roodkowsky, Ellen Manning, and Kirk Bradley.

COMMISSIONER KENLAN: And Jennifer, how many people are signed up so far?

BOARD CLERK: 18.

COMMISSIONER KENLAN: Okay.

MS. ROODKOWSKY: Madam Chair, Commissioners, members of the public, um, I'm Mary Roodkowsky, a property owner at 833 Langdon, Pittsboro, which is in Fearrington Village. I'm speaking in my personal capacity, as the Planning Board has not yet had an opportunity to discuss how to best manage data centers in Chatham County.

The proliferation of data centers in the United States provides a major opportunity, but with very significant challenges to our county.

On the one hand, they would provide much needed commercial tax revenue. We need to increase this revenue to avoid either higher property taxes, uh, or cuts in services -- either of which would threaten equitable growth and our standard of living and future wellbeing.

On the other hand, data centers pose enormous environmental challenges, including energy generation, the cost of energy, water safety, and noise.

We already have very many interesting proposals on how to mitigate these problems. The contribution from the Southern Environmental Law Center, which they sent out is particularly helpful.

In addition, some jurisdictions are imposing size limitations on such centers as a way of managing their input -- impact, rather.

I support a moratorium to examine these

challenges, learn from what other jurisdictions have been doing to mitigate these challenges, and to adopt ordinances that implement them.

We can seek strategies that will address several of the environmental problems at once. Some that other jurisdictions are using or discussing include sufficient acreage for the installation of solar, geothermal, and other renewables, to cover the highest possible percentage of energy usage. These will also help with noise mitigation.

Replacement of diesel generators with big batteries and -- and new batteries will reduce noise and emissions from carbon-based fuels.

Next generation solar energy surge is evolving rapidly, including new technologies, including flow batteries to provide large-scale storage possible for industrial applications.

Furthermore, such a moratorium should actively seek measures to insist that any data centers take steps to enhance, rather than destroy, our environment and standard of living. This could include requiring them to offset their energy usage through the promotion of and subsidies for renewable energy, such as solar power for municipal buildings, and make the adoption of solar power generation and storage more possible for middle and

lower-income families.

This would shield these residents from potential increases in power rates in two ways: By helping them generate their own electricity, and by reducing the overall demand on the grid, including during power-straining events.

In sum, we need to use a moratorium on the building of data centers, to find and enact environmentally sound measures so that these centers will benefit, not burden Chatham County.

Let's work to see if there is a way to responsibly welcome them. Thank you very much.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Ellen Manning. Uh, Kirk Bradley.

MR. BRADLEY: Madam Chair, Commissioners, thank you very much for the opportunity to speak.

My name is Kirk J. Bradley. I have office at 120 Mosaic Boulevard, Suite 120, Pittsboro.

I'm speaking against the moratorium, uh, and I'm speaking in my capacity as an economic development advocate, as well as a private landowner.

First and foremost, I believe there's no need for a moratorium in order to complete these code changes, uh, and I believe that's an alternative you should -- should have to consider.

Uh, second, uh, others will address other items in the statement of necessity, but as to the noise concerns, I believe the County's noise ordinance would already adequately address, and if not, easy modifications could be addressed without the moratorium.

Third, data centers are going to happen whether in Chatham or not. I would ask that you, uh, find the balance in your UDO changes that allow this unprecedented economic development opportunity to come to Chatham and benefit its citizens.

Fourthly, with an asset investment of 2 to 3 billion, the property tax revenues will provide much needed revenue and relieve the pressure on the residential taxpayer in Chatham.

If you proceed with the moratorium, please try and do it in six months, versus 12.

And lastly, I am a manager of an LLC that owns Triangle Innovation Point West. This site has been zoned heavy industrial since 1969. Our investors spent over 11.3 million to receive permits and invest and own an offsite infrastructure, including exporting contaminated material and importing clean fill to the site.

This was done under the zoning applicable at the time of acquiring these permits, and investing this capital. As a result, uh, this would make Triangle

Innovation Point West exempt from any proposed moratorium and changes to the UDO. Thank you very much.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Patrick Bradshaw.

MR. BRADSHAW: Madam Chair and Commissioners, uh, my name is Patrick Bradshaw. I practice law at 128 Hillsboro Street in Pittsboro, and I appreciate the opportunity to address you this afternoon.

There are probably not many sites in Chatham County that have the proper zoning and where it is otherwise feasible to construct a substantial data center, as of today.

One site where it is feasible, however, is the 339-acre Triangle Innovation Point West, or TIP West, which is owned by my client, Echo TIP West, LLC.

TIP West is zoned heavy industrial and is part of the Moncure Megasite. The site has a history of industrial use, including a manufacturing use that had a wastewater discharge permit from the State for up to 244,000 gallons per day of water flow.

The site has public water and sewer and proximity to electrical power infrastructure. Under the current zoning regulations, data processing, hosting, and related services is a use allowed by right on the property.

If you impose a moratorium on permitting data

centers, TIP West will be exempt from that moratorium.

General Statute Section 160D-107 provides that development for which substantial expenditures have already been made in good faith reliance on a prior valid development approval is exempt from moratorium.

The owner of TIP West has spent approximately $11.3 million to prepare the site for development of a data center, in good faith reliance on prior valid development approvals, including stormwater permits, sedimentation and erosion control permits, water and sewer line extension approvals, and private road construction approvals.

Even if there were no exemption and you adopt a moratorium, and during that moratorium you change the regulations applicable to development of a data center on the TIP West property, when the moratorium is over the owner of TIP West will have the right to choose whether to proceed with the development of the project under the Zoning Ordinance that is in effect today, prior to a moratorium, or under whatever amended regulations are adopted during the moratorium, pursuant to General Statute Section 160D-108 and 143-755.

TIP West currently has a development permit application pending before the County. That means that when the temporary moratorium ends, TIP West will have the

option to proceed under the current Zoning Ordinance in which data processing, hosting, and related services is a use allowed by right.

Finally, if you adopt a moratorium and amend the Zoning Ordinance in a way that removes data processing, hosting and related services as a use permitted by right at TIP West or decreases the development density allowed on the land, without the written consent of the owner, that would be an illegal downzoning under General Statute Section 160D-601D and would not be enforceable.

I'm sharing these thoughts with you before you adopt a moratorium, in an effort to be transparent about my client's intentions with regard to its property and the development project in which it has already invested very substantial expenditures, so that you can take that into account as you deliberate over whether a moratorium is the appropriate policy for Chatham County, and whether it will have the effects for which its proponents hope.

Thank you.

CHAIR ROBERTSON: Thank you, Mr. Bradshaw.

BOARD CLERK: Uh, next person is Boz Kowalski (ph) -- I know that I'm pronouncing that wrong. After that person is, uh, James Garbutt and then Michael Smith.

MR. KOWALSKI: Hmm. Um, hi, I'm Boz Kowalski -- good try. Um, I'm a resident of the Highland Forest

neighborhood. Um, my wife and I moved here just over a year ago and we love Chatham County.

Uh, I'm a software engineer, so I see the benefits of AI firsthand every day. It makes me more efficient. I use it to learn things, and more specialized models have even shown promise in scientific research.

These AI models require incredible computational power, which is where data centers come in; however, building these sorts of facilities should not be taken lightly. I support the moratorium.

Um, I'd like to highlight two lesser talked about concerns related to data centers: Jobs and noise.

An August 2025 McKinsey report estimates that a typical large data center can create 1,500 jobs during the construction phase, but only 50 jobs on an ongoing basis.

Additionally, a Business -- Business Insider article from March 2025 notes that tech and construction companies inflate job creation numbers, in general.

Loudoun County, Virginia, is home to 199 data centers. A BBC article from October 2025 interviewed people near such data centers who talked about the constant hum of data centers, and massive electrical infrastructure built alongside them.

A longtime resident literally said, "There are no birds around here anymore," noting that the hum scares --

scares away local wildlife.

I'll grant that data centers will be important for AI build-out and more general purpose website hosting.

There's a time and place for them, and the moratorium can allow us to more carefully weigh their pros and cons. If we spend this time thinking, uh, about building more electrical or water infrastructure, then maybe in a year we'd be in a better position to build these data centers.

One last caveat. I see far fewer benefits of explicitly designated cryptocurrency mining facilities.

Uh, these will just burn through electricity and water, in service of a resource with benefits I'd label dubious, at best. Right now cryptocurrency's top use cases seem limited to speculative investment or buying illegal drugs online.

Commissioners, thank you for setting up the special session and allowing for residents to make our voices heard. Thanks.

MR. GARBUTT: Good day. Uh, my name's J.C. Garbutt. I'm at 595 Pokeberry Lane, Pittsboro.

And I spoke to you before about this a couple of weeks ago and provided some information about technical elements, which I'm sure you're getting lots of information. So today I really wanted to kind of give

a -- a large overview and really strong support of the moratorium.

I think it's very wise for Chatham County to take time and think through what is potentially a, you know, tremendous, a industrial advancement, but also a tremendous industrial concern for small counties, and counties that are developing as rapidly as we are.

You know, the impact on water and electricity are the things people have said.

So I think a moratorium makes sense. Uh, we need it. There's a freight train coming down towards us and we need to figure out how are we going to handle it.

So I fully support the moratorium and I wanted just to let you know that. Thank you.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Michael Smith and Job -- uh, John Geib.

MR. SMITH: Good afternoon, Madam Chair, members of the Board. Thank you for your time this afternoon.

My name's Michael Smith, and I'm president of Chatham Economic Development Corporation. My address is 964 East Street here in Pittsboro.

Um, I was born here in Triangle. I've been an economic developer since 1999, here in North Carolina. I love this state. I love this region.

Our state has had multiple data centers now, for a number of years. Uh, recently I spoke with a colleague who is in one of those communities that's had data centers for multiple years. He talked about all of the benefits that his community has enjoyed, thanks to that transformational investment in his community.

Um, you know, one of the things today is the average, uh, household has 17 different connected, uh, devices. The demand for data centers is only going to increase. Uh, new data centers are going to come to this region, whether they come to Chatham County, uh, or somewhere else.

Um, here in the county, we're considering only, uh, heavy industry, HI, sites only. We're not looking at any sites like -- like, for example, in Loudoun County, you see those images of data centers next to, uh, major subdivisions. That's not what we're talking about here.

We're talking about existing sites, uh, heavy industry sites only.

Um, we're also, um -- one of the consistent goals for our organization is trying to, uh, help change the tax base, uh, that we have now. Right now, it's 90 percent residential. Um, we're trying to move it more towards, uh, commercial and industrial.

A distribution center that would -- would come

to, um, Chatham County would likely be a $2 billion investment, uh, which, translated, is 12 million in new tax revenues in our county every year. That's 12 million.

That would be the largest taxpayer, by a wide margin. For example, the -- the two largest private sector taxpayers we have now, the two largest combined are 3.5 million. And you think about how much larger this would be if -- if something like this comes here.

Um, another unique project for this is Duke Energy requires a very large upfront investment. Um, that way the new -- it'd buy the new company, and that -- that's a way to ensure that the company is serious and the way they keep the costs down for residents.

Um, we don't know what the marketing conditions certainly are going to be a year from now. So at this moment, with the way things are set up, it's really important to consider a heavy industry site for this type of development.

Um, my -- my final point, um, is that any new data center that would come to Chatham County would -- would very likely be one of those handful of companies that we all know. The very large name brand companies.

Those companies are not about to put that kind of money into a -- into a site and not do -- not work very closely with us to make sure it's the kind of development

that everybody would be happy with.

So, uh, thank you very much for your time this afternoon, and thank you for consideration of this important topic.

BOARD CLERK: John Geib, and then Keith McLaurin.

MR. GEIB: Good evening, and thank you for the opportunity to speak on the proposed data center moratorium. I am John Geib, founder of the Kilowatt Collaborative, a firm focused on electric utility consulting. I reside at 8404 Trolley Court, Oak Ridge, North Carolina.

My comments today are intended to bring balance and inclusiveness to the conversation about data centers becoming part of our economic landscape.

These are large projects with comparably large impacts. Some of these impacts are very positive and others require a little more scrutiny to ensure that downsides are mitigated. With careful planning, each of the negative impacts can be resolved.

On the benefit side, data centers bring substantial capital investment, often in the billions. That investment expands the local tax base and can provide stable property tax revenue for decades. For many communities, this revenue supports schools, public safety, and infrastructure, without significantly increasing the

burden on those same services.

There are challenges. A large data center facility will require a tremendous amount of electricity, comparable to the power needs of thousands of homes. That level of demand can require significant upgrades to electrical generation and wires infrastructure.

The community, its host power company, and that power company's regulators must consider who ultimately bears those infrastructure costs and what impact this has on electric reliability and the rates for existing customers.

Last year, Duke Energy put forth new service rules in North Carolina for ultra-large power consumers.

These rules were the first step in ensuring that the risks of serving these customers are minimized, and that costs associated with serving them are borne exclusively by the large customer.

I work with a number of US utilities, and I can assure you that the same effort is going on around the country.

Water usage for cooling is another common concern. The subject of much debate, these facilities today use roughly the same amount of water as a large textile mill, and new technologies are evolving which will reduce that consumption even more.

Noise from fans or onsite generators, land use intensity, visual impact, and the long-term opportunity cost of dedicating large tracts of land to a single industrial use should also be part of the conversation.

In my view, this decision should not be framed as simply for or against data centers; rather, it should be about conditions; ensuring grid readiness, fair cost allocation, environmental stewardship, transparency and incentive agreements, and compatibility with long-term community planning.

A thoughtful, data-driven approach, whether that results in a moratorium, targeted zoning, or structural approvals, will serve this community better than either rushing forward or closing the door entirely.

Thank you for your time this evening.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Up next is Keith McLaurin, and then, uh, Jane MacNeela.

CHAIR ROBERTSON: Mr. McLaurin, if I may, just a moment, before you begin. I'd like to just clarify one thing for you, sir, and also everyone here.

This isn't a for or against data centers meeting.

It's -- it's really about the moratorium. That's the decision before us today. Thank you. I apologize.

Please continue.

MR. McLAURIN: Madam Chair, Commissioners, thank you for the opportunity to speak.

I want to offer a practical perspective on AI data centers, and what they mean for Chatham County.

This isn't about opposing development, it's about ensuring that any company coming here brings resources into the county, rather than taking them away, and in that respect, I -- yes, I am opposed -- I mean, I'm in support of the, uh, moratorium.

We are seeing the fastest growth in computing demand in history. AI data centers operate at an industrial scale, and their impacts are equally industrial.

First, the energy footprint. A single AI data center can draw hundreds of megawatts. That's several times more -- about four times is, uh, more than all the homes currently in Chatham County. We have about 40,000, uh, single-family homes in -- in California -- I mean, in, uh, North Carolina. So that would be, uh, a tremendous load, a burden for the -- for the county.

If we allow that kind of load without conditions, we risk becoming what other regions call a sacrifice grid, where local residents subsidize massive industrial power demands. But we don't have to accept that.

We can require operators to bring their own

clean, reliable backup power, not diesel generators, not gas turbines, but large-scale battery systems.

Batteries eliminate noise, they eliminate emissions, and importantly, they support renewable energy.

Batteries allow solar PV to be stored and used when needed, reducing peak demand and strengthening our grid resilience for everyone.

If a company wants to build here, they should be helped to modernize our energy system, not strain it.

And looking ahead, we should be open to small modular reactors as a long-term carbon-free energy source.

SMRs can provide steady, reliable power without emissions, if they can anchor load your resiliency instead of draining it. If industry wants to come here, they should help build the energy future we actually need.

Second, the water footprint. AI data centers use millions of gallons of water per day in hot months.

Third is the economic reality. Uh, they offer very few permanent jobs, often only a 30 to 50, in addition to the 1500 for the pro -- uh, during the construction.

Fourth, and not insignificantly, are the noise and land use impacts that backup generators run for 24/7.

Finally, the opportunity. Chatham County can lead. We can welcome innovation while protecting our

water, our grid, and our rural character. We can require data centers to bring clean power, quiet backup systems, and long-term energy solutions.

This is not anti-technology, it's pro-community. It's about ensuring that growth aligns with our values of sustainability, transparency, and responsible planning.

Um, I was born in Chatham County, went to, um, Bonlee Elementary, Chatham Central, NC State, and I'm also a PhD in nuclear engineering from, uh, University of Wisconsin. So I'm, uh, in -- in favor of the moratorium, and I look forward to working with the County in the future.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Up next is Jane MacNeela and then Sarah Stevens.

MS. MacNEELA: Greetings. Um, my name is Jane MacNeela. I live at 500 Stonehill Road, Chapel Hill, um, in the, um, Highland Forest neighborhood in North Chatham, and I've been there for almost 25 years.

Thank you for all you do on behalf of all Chatham residents, all the time.

Uh, I appreciate the opportunity to speak in support of the proposed temporary moratorium. Um, per an article I read last night regarding Microsoft's technological advances to improve data center operations

or electrical density by using new superconducting cables, um, the -- the, in this article, they -- it said US government research shows that a data center's electricity may consume 12 percent of national power supplies by 2028, which would triple the demand from 2024, and clearly require substantial increases in infrastructure to generate and transport power.

A single data center campus being built right now will use approximately one gigawatt of electricity, which is comparable to power of supply to 750,000 homes.

While I acknowledge that technology is advancing at unanticipated rates, our local infrastructure cannot support such enormous demands on power generation, water and effluent management, and increased pollution due to air and water contamination from operations of these high-tech facilities.

First of all, Duke Energy, which is Duke Energy Carolinas and Duke Energy Progress, serving North Carolina, South Carolina, and surrounding states, is essentially a monopoly. Most residents don't have a choice, in terms of purchasing residential power, but they bear the rate increases that our Utilities Commission typically approves for such unforgivable infractions as the coal ash spill in the Dan River in 2014, and a whole long list of other things.

Um, they wrote a 2025 Carolinas resource plan submitted to the North Carolina Utilities Commission at the end of last year, and, uh, stated that between now and 2040, customer needs, uh, energy needs across the Carolinas are expected to grow by 8x, um, compared to the rate over the past 15 years. This projected increase is more than double the growth forecasted when they, um, submitted their 2023 support -- uh, 2023, um, report.

Um, one of the things about Duke Energy is that they claim to be, uh, very, you know, environmentally friendly, et cetera, but, um, their, uh, renewable energy is, uh -- consists of 1.9 percent of their total power generation. They want to expand coal power plants, and asked for 22 year more years to operate current plants to extend power support.

Um, building data centers and related facilities that will surge the demand for dirty power is a significant health risk for all of us.

Um, the other thing is that we are currently experiencing a severe drought in this area. Anyone who's driven over Jordan Lake recently has seen this critical water source at its historically low level, similar to a prolonged -- prolonged out -- drought in 2008. It serves Orange, Chatham, Durham, and Wake Counties, but all of us know that population increases in business expansion in

all of these counties has spiked water demand and will continue to do so.

Um, a review paper that I read said that the frequency and duration of moderate to severe droughts has increased, and will continue to increase. I will submit the rest of my time -- comments to the, um, to the clerk.

Thank you so much.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Um, up next is Sarah Stevens.

MS. STEVENS: Madam Chair, Board, thank you so much for allowing me to speak today.

My name is Sarah Stevens. I'm district manager for Duke Energy. Um, our local operations center is at 72 Hadley Mill Road, Pittsboro. Those are the frontline folks that are keeping the lights on for you-all.

Um, I am by no means a data center expert, but my job is to help connect the dots and provide information necessary to make decisions.

Um, I work with local leaders such as yourself and economic development officials to help power your economy in a manner that matches your local vision for your community. So whatever industry you want to attract, we'll work with you to deliver the power necessary to support your economic growth.

I ask that your -- as your utility partner, we

are included in any upcoming data center conversations so we can answer any energy-related questions that you might have.

Um, as we know, data center conversations are happening everywhere right now, and I've heard a few things throughout the last couple of weeks that, uh, I want to make sure that is clear here to you-all, um, sort of like this myth-busting thing that we're on.

Um, to protect residential customers, our contracts with large load customers such as data centers include provisions that require these facilities to pay the full cost associated with delivering service to their sites.

Um, data centers and other large load customers help lower cost for customers by spreading fixed service expenses across a broader customer base.

Um, and at the same time it's worth noting that we do not, um, offer discounted energy bills to data center as a recruitment incentive.

So thank you so much for your time today.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Um, up next is Kyle Shipp, but he had to leave and, uh, go pick up his son. So he has left his comments with Philip if -- if you are okay with, uh, Philip reading the mayor's comments.

CHAIR ROBERTSON: Sure.

PHILIP: Thank you.

(Reading comments): Good afternoon, Madam Chair and commissioners. My name is Kyle Shipp. I live at 295 Hillsboro Street in Pittsboro, and I'm here today in my capacity as a resident of Chatham County and as a construction professional who has been involved in large-scale data center and mission-critical infrastructure projects for the past 15 years.

I want to begin by acknowledging that the concerns driving the discussions are real. Infrastructure intensive project -- projects require thoughtful planning and communication, and communities have every right to consider long-term impacts carefully.

From my professional experience, I offer two perspectives. First, even with the same use category, impacts can vary significantly, depending on who the developer and long-term operator is.

To use a simple analogy, Starbucks and Aromatic Roasters are both coffee shops, but their footprint, community presence, traffic patterns, and long-term integration can look very different.

The label alone does not determine the outcome.

The same is true for large infrastructure projects. Two facilities that look identical on paper

under a zoning definition can have very different community impacts, depending on who develops them, how they engineer them, and how they engage with utilities and neighbors.

That distinction, the quality of the partner, is very difficult to fully regulate through zoning language alone. It often requires collaboration, transparency, and a willingness to work with developers who are serious about long-term partnerships.

Second, I understand that this moratorium is likely to pass. Given that reality, my encouragement is that the work that follows move deliberately but quickly.

A moratorium is a significant step. Even when targeted and temporary, it sends a signal beyond the specific use being paused. Businesses evaluating where to locate or invest respond to predictability and stability.

Prolonged uncertainty can influence how a community is perceived more broadly.

Developing clear standards does not necessarily require the full 12 months if there is strong coordination among Planning staff, community stakeholders and industry expertise. A collaborative, coalition-driven process can produce better outcomes and do so efficiently.

My hope is that this process moves expeditiously, engages both community and technical expertise, and

ensures Chatham County continues to signal that it is a confident, collaborative, and predictable place to invest and partner. Thank you.

BOARD CLERK: Up next is, uh, Jessamine Hyatt, um, and then Keely Puricz.

MS. HYATT: Board of Commissioners, thank you for the opportunity to speak to you.

My name is Jessamine Hyatt. I live at 114 Bynum Hill in Bynum.

Uh, I'm here to speak in support of the proposed moratorium on data centers and cryptocurrency mining in Chatham County, and I'm grateful to you for considering this option. I wish it could be a permanent moratorium, but let's start where we can.

We only have one opportunity to protect what matters, and that is before we destroy it. Of course, we are faced with that one opportunity again and again, as the destroyers move in with their next scheme of destruction, which is almost always disguised as a service that will make our lives better.

I am convinced that most of us, especially here in Chatham County, where many of us are farmers and lovers of the outdoors, did not ask for these -- for the services that these data centers will supposedly provide, nor will we benefit from them. In fact, we will lose mightily.

We are already struggling to have adequate potable water here, given the existing industrial pollutants, and our utility bills have already been rising.

With the extreme need for water and electricity represented by these data centers and cryptocurrency mining operations, these costs will rise exponentially.

I know everybody who speaks in favor of them is saying that this is happening no matter what, um, and we have to stay with the times. I say we have to wake up to the position we are in.

The hardest part for me to fathom with all of this is that we are at this moment facing the mounting realities of climate destabilization, which is affecting our farmers, our natural resources, and all of our existing infrastructure.

And we are supposed to be finding ways to cut back on our use of energy and the production of CO2, and now this -- single buildings that rival the energy of -- energy use and CO2 output of entire cities.

We have to be wise. Once we destroy it, we can't put it back together. We have to take the time to craft legislation that will protect our planet and our people.

This does not happen overnight, so at a minimum, we need this moratorium. Thank you.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: So Keely and then Mark Ashness, and then Susie Crate.

MS. PURICZ: Thank you very much for allowing me to speak. My name is Keely Puricz. I'm at 363 Angel Road. I'm in Sanford, right over the deep river.

I commend you for considering a moratorium and allowing more north -- following more North Carolinians counties. I urge you to reconsider a 24-month moratorium, and review the Southern Environmental Law Center report.

Coming from a military family, we practice the four Ps: Prior planning prevents problems. Thank you for practicing the four Ps, and considering a 24-month moratorium.

In Lee County, we are waiting for the crypto billionaire, Dan Spuller, to use fracked gas from a pipeline that was drilled in the '80s for his crypto data center. You're brave to put this forward because Lee County commissioners won't even listen to an agenda from Southern Environmental Law Center.

Thank you for listening to your constituents and moving forward for this.

CHAIR ROBERTSON: Thank you.

MR. ASHNESS: Good afternoon, Board members and staff, Mark Ashness, uh, with LJA Engineering, 367 Freedom

Parkway in the MOSAIC development.

Um, I am against the proposed moratorium. I am supportive of any permitting modifications to your current, uh, ordinances to ensure that the data centers that might consider Chatham County, uh, would be required to follow under those.

Uh, specific to the TIP West project, uh, we've been involved with that project since the inception. On October 30th of last year, we received a will-serve letter from TriRiver for the project as a proposed data center.

We also received a zoning compliance on that same day from Chatham County.

Later, in December, we had a individual meeting with the County inspections and the fire marshal to talk about specific aspects of the data center site, and just today, we made a pre-submission to the County staff with some of those changes, based on that December meeting.

Um, TIP West, we're not proposing to bring a water hog to this site. We'll be utilizing newer technology which uses recycling systems, uh, to reduce that demand. That demand will actually be lower than the prior user of that site. Allied Fiber/Signal, uh, had a permit, as mentioned previously, for about 244,000 gallons per day, and our proposed demands would be less than that for the project.

Uh, ironically, in the mid-'90s, I had the opportunity or the privilege to serve the County as a Public Works director. At that time, I was on the emergency task committee, uh, and that committee was basically set up -- it was -- it's a statewide committee, and every county has one internally to deal with emergency responses. Well, a lot of those responses were really associated with potentially, uh, some kind of act that might happen at the Shearon Harris facility.

Um, and as we know, we all rely on Shearon Harris for energy purposes, and, um, I can remember in those discussions, the original Shearon Harris footprint was actually going to straddle both Wake County and Chatham County, and in that time, Chatham County elected to oppose that project, and that facility moved entirely into Wake County with that tax base.

At the end of the day, we still had the -- the same task force issues that Wake County had with that facility in Chatham, but all the tax revenue went to Wake County.

So I encourage you, in looking at things, to make the rules more stringent so that the types of these centers that may come to Chatham County will be high quality. Thank you.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: After Susie, it is Diana Hales and then Kate O'Brien.

MS. CRATE: Madam Chair, Commissioners, and all present, thank you for giving me the opportunity to speak. Susie Crate, 235 Bynum Church Road in Bynum, where I've lived for 30 years.

Um, I do not claim to be an expert in data centers. I think that sitting here and listening to everyone, we realize that there is a lot of different information we have. I'm in full support of at least 12 months, if not 24-month moratorium, so that we can dig deep and understand the full impacts.

I agree that we have a very, um, special county here that we need to do our best to preserve. We have 50,000 people coming to Pittsboro alone, with Chatham Park and numerous other developments across the county.

There are a couple, uh, moments. Um, a lot of people have said what I have here. I just wanted to emphasize a few things, uh, about what I have done and what I have found out in my research, um, that our monthly electricity bills will increase, uh, and we will be paying for these new power plants, uh, and infrastructure needed for these big data centers. This is controversial to what some of the people have said, so I do believe we really need to study this and understand it deeply.

In terms of the water, five million gallons of water every day, which is an equivalent to the use of 50,000 people, and it has to be pure water. The data centers cannot use recycled water because that will corrode the equipment and breed bacteria.

So we're talking a lot of water.

Also, the PFAS issue is huge. Uh, we already are dealing with that issue or trying to deal with that issue.

And so I believe we need to really look at that and study that more deeply.

Also, I would tend to argue that not everyone wants AI connectivity. I, for one, really prefer other ways of finding out my information. So just to say that, uh, on a personal scale.

Um, and then, of course, there's the problem of noise and land use. We have to think about what communities are these data centers going to be adjacent to. Is it going to be the wealthy people who have the huge plots of land? No. No. It's going to be, uh, the less fortunate people in our county.

So, uh, I think there's a lot to think about, and I hope that, uh, you do adopt a moratorium.

And I also would like to, um, vote for there being some community involvement in this research and understanding process; that it be something that we can

also know about as you're moving through it, if you adopt the moratorium, and that we can, uh, provide our input as we can. Thank you very much.

CHAIR ROBERTSON: Thank you, Dr. Crate.

BOARD CLERK: Diana Hales.

MS. HALES: Okay. Good afternoon.

Uh, I'm Diana Hales, and I live at 528 Will Be Lane, Siler City.

And, uh, I've come to support a moratorium on the permitting of data centers in Chatham County.

There are currently 93 data centers in North Carolina, including 17 in Raleigh, nine in Greensboro, four in Durham, and one in Roxboro. Urban and rural areas across the state are in play.

As we consume more data and expect faster speeds and want our stuff immediately relayed to the cloud, we, the people, have created this voracious monster.

These are large facilities -- 4,000 square feet is typical -- that hire few people and create heat that is gobbling electricity and water, just so a photo on your cell phone gets delivered in less than two seconds.

We are exhausting both our water and electrical generation capacity. We can make more electricity -- plenty of coal is still left, uh, to burn -- but we cannot make more water. Data centers have a thirst for water,

and their rapid expansion threatens fresh water supplies.

Only three percent averse water is fresh, and only 0.5 of all water is accessible and safe for human consumption. Fresh water is critical for survival. On average, a human being can live without water for only three days.

Increasing drought and water shortages are reducing water availability. Meanwhile, data center developers are increasingly tapping into surface and underground aquifers to cool their facilities.

The Environment -- Environmental and Energy Study Institute estimated that approximately 17 billions of gallons of water were used in 2023 to cool these centers.

A typical center needs five million gallons a day, or enough water to supply a town of 10 to 50,000 residents. We already know how our estimated population growth affects water supplies. Do we need another facility that requires as much as a small town and employs very few people?

I encourage the in-depth study that is being proposed of whether a data center, no matter what its purpose, is not an economic engine this county wants or needs. If our rural character is important, a data center may not be the solution, just a much larger problem.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Up next is Kate O'Brien and then, um, Rosemary Sanozky Dawes.

MS. O'BRIEN: Good evening. This is a strange looking microphone.

Um, the comments that I wanted to make have been covered. Um, I am in support of a moratorium.

I would be interested in -- I, um -- I was -- I've learned a lot, just from hearing the comments this evening, and I was not aware that the coal ash problem had been cleaned up or sanitized or shipped to another area, which of course poses its own issues and problems of, um, exporting, um, pollution.

I am just, um -- I'm just wondering if there -- because there's been so many investments made by, um, some members, um, of this courtroom, if there is any, um, consideration going forward of making, um, a different use of that, uh, property, such as, um, you know, at the -- the business meeting, uh, last evening, there was a discussion about how we need to have more, um -- like a tourism site or, um, different kinds of amenities that would welcome families.

And, um, I -- I don't know if, once something is designated industrial, if it -- if we could expand that, uh, classification or if there could be things like, um, the roller rink, the, uh, swimming pool -- other kinds of

things that could also, um, generate income, and if we could, um, designate that land for another purpose altogether. Thank you.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Uh, Rosemary, and then the last person is Nita Dukes.

MS. DAWES: Good afternoon. My name is Rosemary Sanozky Dawes and I live at 5128 Beckwyck Drive in Fuquay-Varina.

Um, I've been involved in the opposition to the New Hill data center and I've listened to a lot of things and we've researched.

Um, I just have a few items I'd like to mention, um, in support of your moratorium.

Um, the lady mentioned about the water, our most essential and finite resource. When servers are cooled in a data center, they release toxic PFAS, and the powers that be want North Carolina to become the next data center alley. So eventually, we'll all be downstream of data centers and we won't have any clean water anymore.

Um, now the appeal of tax revenue has been dis -- has been mentioned, and I think that's an illusion because there are a lot of secret deals going on.

Um, our Senate -- our State Senate and our legislature passed Bill 266 last year that will transfer

the cost -- operational costs of the energy that takes the data center to the residents, which was a huge -- we didn't know that was happening. Um, so they won't have to pay for their energy.

Duke Energy is making deals to raise our rates.

And we also found out that these endusers are setting up vehicles to mitigate the risk -- because data centers are very high risk -- so they're setting up LLCs and also, um, planning to, uh, rent servers instead of own servers so that they won't have to pay property tax.

Um, also, someone mentioned about how data centers are in -- in, uh, neighborhoods and they don't really matter, but size matters because the powers that be like the endusers, Google and Amazon, they don't want the small data centers anymore. They want the hyperscale data centers to promote their generative AI.

That's what's it's all about, is AI.

And I think people should think about the malevolent aspects, the possible malevolent aspects of AI.

Um, there are too many unknowns. We've -- we've gone through this in New Hill. There's so many unknowns, and there's -- you have to have a lot of time to look into all of these because if you proceed, then it might be too late to go back.

So, um, I think that it's very prudent that

you're doing this moratorium.

And when you were asking about the, uh, the, um, infrastructure under the umbrella for the moratorium, you might want to consider BESS, the battery energy storage systems, because in New Hill, they are, um, proposing to use the lithium batteries, which are very high risk for fires. Those fires cannot be put out. There is no fire extinguishing material known to be able to put out lithium battery fires. Thank you.

CHAIR ROBERTSON: Thank you.

BOARD CLERK: Uh, Nita Dukes.

MS. DUKES: Thank you for listening to me.

I didn't come prepared to speak, but I'm going to have to. Um, I live in Siler City. I'm at 194 Hillcrest Road. And in Siler City -- I've lived there for 20 years -- we've had two mandatory restrictions on water, and a voluntary one last year.

We also, this winter, asked -- had a request from Duke to please lower our requirements for usage.

So I'm here to say, um, we need to get a moratorium until we work out -- and I would like to know from these people who are in favor of it, I'd like for them to explain where our water's going to come from if we don't have it, um, and where the electricity's going to come from, if we're already trying to decrease it.

Uh, we had a thing in Moncure where we had a -- I -- I think some people here understand this too -- experience. When we had Mount Air come in, there was a big kerfuffle over the water, and we were, um -- it was a constant, uh, item for quite a few years of how much water -- where the waste was going.

So I don't think we need to relive that, and that's a big consideration, especially for our side of the county. Um, and I just wanted to bring that to these people's attention because I probably won't see these, um, people that are advocates again. I just wanted to say my piece and, uh, in case they didn't know our history.

Thank you.

CHAIR ROBERTSON: Thank you.

Do we have any other speakers or folks that would like to speak this afternoon?

BOARD CLERK: That's all I have.

CHAIR ROBERTSON: That's all you have? All right. Um, I'm going to go ahead and close the public hearing, and I would like to call for a motion to adopt an ordinance instituting a temporary moratorium on the permitting of data centers, data processing facilities, cryptocurrency mining operations and any use associated with data processing facilities within Chatham County for up to one year, pursuant to General Statute 160D-107.

Do I have a motion?
COMMISSIONER HOWARD: So moved.
VICE CHAIR FLORES: So moved.
COMMISSIONER KENLAN: Second.
CHAIR ROBERTSON: Who would -- who made the motion?
VICE CHAIR FLORES: She did.
CHAIR ROBERTSON: Okay. All in favor?
COMMISSIONER KENLAN: Aye.
VICE CHAIR FLORES: Aye.
COMMISSIONER HOWARD: Aye.
CHAIR ROBERTSON: Aye.
COMMISSIONER DELANEY: Thank you. I wanted to ask -- I think I heard, um, a proposal earlier that there will be opportunity for more discussion with staff, following comments. Could we incorporate that, uh, into our discussion, now that the motion's been seconded?
COMMISSIONER KENLAN: We've just voted.
CHAIR ROBERTSON: We've voted to pass it.
COMMISSIONER HOWARD: We voted. We passed it.
BOARD CLERK: Yeah. I mean, y'all already voted, right?
CHAIR ROBERTSON: We had four vote in favor.
COMMISSIONER DELANEY: Yeah, I believe the procedural step is to clarify that there's a motion that's

ready for a vote, and then to begin discussion and then at an appropriate time the chair calls for a vote.

CHAIR ROBERTSON: Thank you, Commissioner Delaney. Emily, do we -- do we have the ability to back out of that for further discussion?

MS. MEEKER: No. You've -- you voted.

CHAIR ROBERTSON: Okay.

COMMISSIONER DELANEY: My vote is yes, then. Uh, I did not vote during that statement, uh, so I vote yes.

CHAIR ROBERTSON: Okay. Thank you. All right.

COMMISSIONER HOWARD: And can I ask just a clarifying question, um, for staff.

Um, so noting that the language is for up to a year, um, presumably if there is an op -- if we are able to get the language and get this done sooner than a year, that is...

MR. HUNTER: Yes.

COMMISSIONER HOWARD: Yes? Okay.

Without sacrificing quality, of course, but in the interest of time.

CHAIR ROBERTSON: Great. All right.

Do I have a motion to close? To adjourn?

COMMISSIONER KENLAN: So moved.

COMMISSIONER DELANEY: Second.

CHAIR ROBERTSON: All in favor?

VICE CHAIR FLORES: Aye.
COMMISSIONER DELANEY: Aye.
CHAIR ROBERTSON: Aye.
COMMISSIONER HOWARD: Aye.
COMMISSIONER KENLAN: Aye.
CHAIR ROBERTSON: All right.
Thank you, everyone.
(End of recording.)

C E R T I F I C A T E

I, TERRI NESTORE, Certified Shorthand Reporter/ Transcriptionist, do hereby certify that I was authorized to transcribe the foregoing recorded proceeding, and that the transcript is a true and accurate transcription, to the best of my ability, taken while listening to the provided recording.

I further certify that I am not of counsel or attorney for either or any of the parties to said proceedings, nor in any way interested in the events of this cause, and that I am not related to any of the parties thereto.

Dated this 25th day of March, 2026.

Terri Nestore

TERRI NESTORE, CSR 5614, RPR, CRR



Data Center Moratorium

Hunter Glenn, AICP

Planning Department

EXHIBIT I

What is a moratorium?

- In North Carolina, a moratorium is a temporary, legal halt or suspension of specific activity, law or obligation, commonly used by local governments to pause development approvals while updating plans and regulations.
- Authorized under G.S. 160D-107

Moratorium on Data Centers, Data Processing Facilities, Cryptocurrency Mining, and any use associated with Data Processing Facilities.

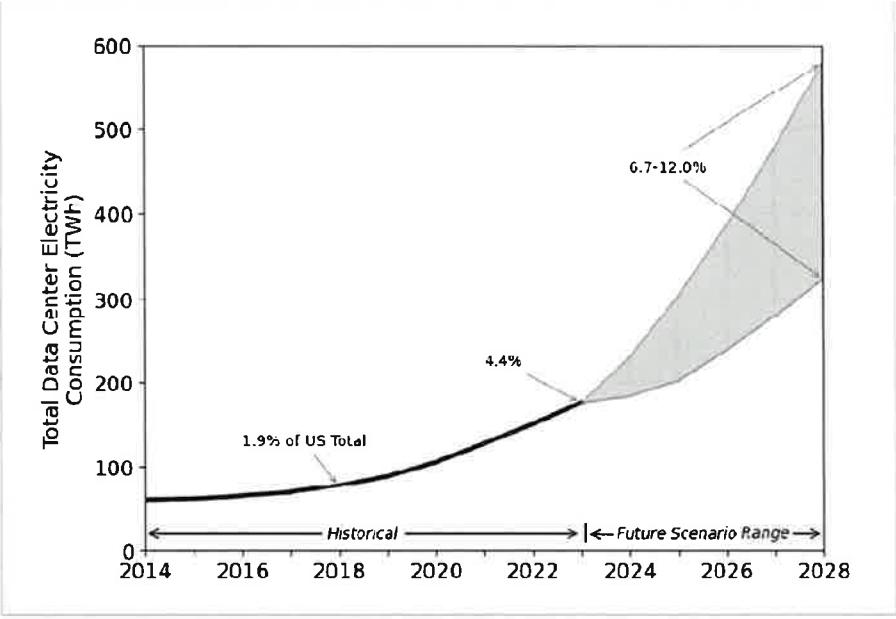
Per Board of Commissioners Action on January 20th

Necessity Scope and Plan (4 Statements) N.C. G.S. 160D 107(d)

- A local government needs to be clear about why the moratorium is necessary as well as when and how the issues will be resolved. At the time of adopting a development moratorium the regulation must include the following details:
    1. A statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the local government and why those alternative courses of action were not deemed adequate.
    2. A statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to imposition of the moratorium.
    3. A date for termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium.
    4. A statement of the actions, and the schedule for those actions, proposed to be taken by the local government during the duration of the moratorium to address the problems or conditions leading to imposition of the moratorium.

Statement 1: Necessity

- Considerable amounts of water and energy usage.
  - 50-1000 MW of power at any given moment.
  - 1-5 million gpd of water
  - Environmental Impacts
  - Noise Concerns



Sources: Shehabi et al., 2024 United States Data Center Energy Usage Report, LBNL 2001637

Statement 2: Applicability and Scope

- All development approvals for data centers, data processing facilities, cryptocurrency mining operations, and any uses associated with data processing facilities are subject to the moratorium.
  - AI Computing and Modeling
  - Cryptocurrency Mining
  - Web Services and Hosting
  - Genome Sequencing

Statement 3: When does it end?

- The Moratorium will last for up-to one year.
  February 11th, 2026 – February 11th, 2027.

will study the impacts of data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities

Statement 4: The Plan for the 12 Months

- First four (4) months staff will study the impacts of data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities.
- Planning Staff will develop the land use regulations required to mitigate the negative impacts associated with land uses.
- Six (6) to eight (8) months for the text amendment legislative process.
- The research, policy development, and legislative processes necessitate an adequate moratorium time limit of twelve (12) months.

Public Hearing

Receive Comments from the Public

Make the Motion:

- Move to adopt an ordinance instituting a temporary moratorium on the permitting of Data Centers, Data Processing Facilities, Cryptocurrency Mining Operations, and any use associated with Data Processing Facilities within Chatham County for up to one year, pursuant to general statute 160D-107.

EXHIBIT J

CHATHAM COUNTY
NORTH CAROLINA

COUNTY COMMISSIONERS
Amanda Robertson, Chair
Franklin Gomez Flores, Vice Chair
David Delaney
Karen Howard
Katie Kenlan

ORDINANCE OF THE CHATHAM COUNTY BOARD OF COMMISSIONERS INSTITUTING A TEMPORARY MORATORIUM ON THE PERMITTING OF DATA CENTERS, DATA PROCESSING FACILITIES, CRYPTOCURRENCY MINING OPERATIONS AND ANY USE ASSOCIATED WITH DATA PROCESSING FACILITIES WITHIN CHATHAM COUNTY, NORTH CAROLINA PURSUANT TO N.C.G.S §160D-107

WHEREAS, pursuant to N.C. Gen. Stat. § 160D-107, Local Governments may adopt an ordinance authorizing a temporary moratorium on any development approval required by law; and

WHEREAS, the Chatham County Zoning Ordinance does not define cryptocurrency mining, data processing, and other uses associated with data centers as specific uses; and

WHEREAS, the Chatham County Board of Commissioners at its February 11, 2026, special meeting held a legislative hearing regarding this moratorium in accordance with N.C. Gen. Stat. § 160D-601.

WHEREAS, the Chatham County Board of Commissioners believe such a moratorium will protect the public interest and welfare of the residents of Chatham County until such regulations regarding the aforementioned uses are adopted.

BE IT ORDAINED, by the Chatham County Board of Commissioners as follows:

Section 1. A temporary moratorium is hereby imposed commencing on February 11th, 2026, and expiring no later than February 11th, 2027, or on approval of new zoning regulation regarding data centers, data processing facilities, cryptocurrency mining operations, and uses associated with data processing facilities not yet defined in the Chatham County Zoning Ordinance. This moratorium specifically includes all land uses that involve cryptocurrency mining in the unincorporated areas of Chatham County.

For the purposes of this moratorium, a Data Center or Data Processing Facility is a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data, include but are not limited to, computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome

sequencing, application hosting, cloud storage, video and technical streaming services, etc. Such facilities may include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations.

Section 2. In compliance with the requirements of N.C. Gen. Stat. § 160D-107, the County makes the following statements:

(1) Data centers, data processing facilities, cryptocurrency mining operations, and any other uses associated with data processing facilities require considerable amounts of electricity and water usage, which can result in greenhouse gas emissions, as well as additional pollution, e-waste, noise, and other local impacts to residents and communities living near the facilities. The Chatham County Planning Department is in the process of developing zoning standards and mitigation methods for these intensive land use types which may cause detrimental harm to the natural environment and the quality of life of County residents. The County seeks time to develop such standards. The County has looked at alternative solutions to a moratorium but found none. The County has determined that to simply allow this intensive land use to be permitted without regard to location, height, size, density, population and type of trade, industry, residence or other purposes would be counter to the stated goals of Plan Chatham, and hinder the implementation of Recode Chatham, the adopted unified development ordinance.

(2) The table of permitted uses in the zoning ordinance currently includes "Data processing, hosting and related services" as requiring a special use permit in the Heavy Industrial district unless connected to public water and sewer, then they are allowed by right. However, the use is not defined and there are no supplemental performance standards. The County seeks to update the definition section of the zoning ordinance to align with current industry practices, and to specifically define "cryptocurrency mining" as a specific land use, separate and apart from data processing facilities or data centers, and to research other associated uses which would more align with the intensity of "cryptocurrency mining." Therefore, the County seeks to place a moratorium on the use of property within the unincorporated jurisdiction Chatham County and outside any municipal extraterritorial jurisdictions for data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities for a period of (12) months or until such time that specific land use standards for these uses can be developed. All development approvals for data centers, data processing facilities, cryptocurrency mining operations, and any uses associated with data processing facilities are subject to the moratorium.

(3) The moratorium shall begin on February 11th, 2026, and shall last until February 11th, 2027, or upon a Zoning Ordinance Text amendment addressing the land uses of data centers, data processing facilities, cryptocurrency mining, and associated uses, whichever comes first. This twelve (12) month moratorium is necessary to allow Chatham County Planning staff sufficient time to study these uses and their impacts, to consider zoning standards and mitigation methods, and to prepare an amendment to the zoning ordinance

to address data centers, data processing facilities, cryptocurrency mining, and associated uses prior to the expiration of the moratorium.

(4) In the first four months, Chatham County Planning Staff will study the impacts of data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities on communities. At the same time, the Planning Staff will investigate how other communities in North Carolina and across the United States have addressed these impacts through zoning regulations. Planning Staff will develop the land use regulations required to mitigate the negative impacts associated with land uses described as data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities. Subsequently, a series of text amendments to the Zoning Ordinance will be proposed. In the following six (6) to eight (8) months, the legislative process will be followed to adopt such amendments. Public input will be sought during each part of the process. The research, policy development, and legislative processes necessitate an adequate moratorium time limit of twelve (12) months.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Commissioners hereby declare that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This ordinance is effective upon adoption.

Adopted, this the 11th day of February, 2026.

Amanda Robertson, Chair
Chatham County Board of Commissioners

ATTEST:

Jenifer K. Johnson, MMC, Clerk to the Board
Chatham County Board of Commissioners

The Seal of Chatham County, NC
CHATHAM COUNTY
NORTH CAROLINA
Established in 1771

EXHIBIT K

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March 2, 2026

VIA ELECTRONIC MAIL

Emily M. Meeker, County Attorney
Poyner Spruill LLP
EMeeker@poynerspruill.com

RE: Triangle Innovation Point West Exemption from Chatham County Moratorium on Data Centers, Data Processing Facilities and Cryptocurrency Mining Operations

Dear Ms. Meeker:

This firm represents Eco TIP West LLC ("Eco"), the owner and developer of Triangle Innovation Point West (the "Project"), which has been zoned for heavy industrial use since 1969 and is part of the Moncure Megasite. On February 11, 2026, the County Board of Commissioners purported to adopt a twelve-month moratorium against permitting of data centers, data processing facilities, and cryptocurrency mining operations in the unincorporated areas of Chatham County (the "Putative Moratorium"). This letter is to notify Chatham County (the "County") on behalf of Eco that the Project is exempt from the Putative Moratorium in accordance with the express terms of N.C.G.S. Section 106D-107(c), which governs "Exempt Projects," and to seek written confirmation from the County acknowledging that the Project is exempt from the Putative Moratorium.

The Project is zoned for Heavy Industrial uses. On October 30, 2025, months before the call for a public hearing on adoption of the Putative Moratorium, the County Planning Director confirmed in writing a prior written Zoning Interpretation from the Chatham County Zoning Enforcement Officer that "data processing, hosting and related services . . . are allowed as a 'by right' permitted use for these parcels." See Exhibit 1 attached hereto.

In good-faith reliance on the existing zoning and valid development approvals from Chatham County and other government entities, Eco has expended millions of dollars over a period of years to develop the site for data processing, hosting and related services. Under N.C.G.S. Section 160D-107(c), "development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval" is exempt from a moratorium. Therefore, the Project is exempt from the Putative Moratorium as a matter of law.

A. **Prior Valid Development Approvals.** Attached hereto as Exhibit 2 is a series of prior valid development approvals issued by Chatham County for the Project, and in one case, by the City of Sanford as the local provider of public wastewater service. The prior valid development approvals include:

(1) January 10, 2022, Letter of Approval signed by the Chatham County Watershed Protection Department for WP-21-367 involving development grading work related to the demolition process on the Project site for the TIP West project. Demolition work is included in the definition of the term "Development" pursuant to N.C.G.S. Section 160D-102(12)a.
(2) February 16, 2022, Land-Disturbing Permit for WP-21-367 corresponding to the above Letter of Approval. This permit authorized commencement of land-disturbing activity on the Project as part of the major demolition development activity.
(3) January 9, 2023, Letter of Approval signed by the Chatham County Watershed Protection Department for WP-22-652 involving development grading for installation of infrastructure necessary for the Project.
(4) February 6, 2023, Land-Disturbing Permit for WP-22-652 corresponding to the above Letter of Approval. This permit authorized commencement of land-disturbing activity on the Project as part of the installation of infrastructure necessary for the Project.
(5) March 31, 2022, Letter of Approval signed by the Chatham County Watershed Protection Department for WP-22-30 involving construction of utility infrastructure on or for the TIP West project.
(6) April 18, 2022, Land-Disturbing Permit for WP-22-30 corresponding to the above Letter of Approval. This permit authorized commencement of land-disturbing activity on the Project as part of the installation of utility infrastructure necessary for the Project.
(7) March 17, 2022, Stormwater Permit for SCM-21-16 signed by the Chatham County Watershed Administrator approving construction of stormwater detention facilities within the Project.
(8) February 16, 2023, Chatham County Building Permit for BP-23-429 authorizing demolition of existing structures and removal of existing slabs, footings and roads within the Project area.
(9) March 22, 2023, Chatham County Building Permit for BP-23-905 approving construction of retaining wall/sound wall for the Project.
(10) February 3, 2023, Floodplain Development Permit for WP-23-9 signed by the Chatham County Watershed Protection Director authorizing demolition of existing industrial plant and infrastructure, wastewater treatment plant closure, Duke Energy station

decommissioning and redistribution of crushed material to close ponds and unsuitable soils.

(11) April 11, 2023, Sign Permit for Zoning Compliance for PL-23-684 signed by Zoning Administrator authorizing construction of signage within the Project.

(12) November 8, 2022, Sewer Extension Application Approval by City of Sanford FT-348 for extension of sewer to the Project.

(13) August 4, 2022, Application for Approval of Engineering Plans and Specifications for Water Supply Systems for connection of the Project to the public water system, signed off by the County Manager.

This list of prior development approvals is not exhaustive but is representative.

B. **Additional Permits/Approvals issued by State of North Carolina Authorizing Construction in Reliance on Valid Development Approvals.** Attached hereto as Exhibit 3 are a series of prior valid development approvals issued by departments within the North Carolina State government, all authorizing necessary construction within or for the Project, pursuant to approvals issued by Chatham County.

(1) October 31, 2022, NCDWR Approval for 22-0756 Water Main Extension to Project.

(2) June 29, 2023, NCDWR Final Approval of Water Main Extension 22-0756 for the Project.

(3) August 10, 2022, NCDOT Encroachment Agreement for E081-019-22-00232 approving installation of Water Main extension lines for the Project, with the County as a party and signatory to the encroachment agreement.

(4) February 14, 2023, NCDOT Encroachment Agreement for E081-019-23-00019 approving road widening, pavement markings and turn lanes for the Project.

(5) February 14, 2023, NCDOT Chatham County Driveway Permit for D081-019-23-00008 authorizing construction of driveway for the Project, approved by the County Planning Director.

(6) January 18, 2023, NCDEQ Stormwater Discharge Permit for Grading on the Project site.

(7) February 3, 2023, NCDHHS Demolition Permit/Notification for the Project.

(8) December 9, 2022 NCDWR Permit WQ0043389 for wastewater collection system extension to the Project.

This list of additional permits is not exhaustive but is representative.

C. **Expenditures Made in Good-Faith Reliance on Prior Valid Development Approvals.** Attached hereto as Exhibit 4 is documentation comprising proof of payment by Eco of invoices

for work done or materials provided in good-faith reliance on the prior development approvals. The total amount of expenditures shown in Exhibit 4 is $11,313,768. That amount is not intended to reflect all of the eligible good-faith expenditures qualifying Eco for the exemption but demonstrates conclusively that the amount expended is substantial. Included in Exhibit 4 in support of the substantial expenditures made by Eco is proof of payment of $9,489,695 to Samet Corporation. The development approvals attached to Exhibits 2 and 3 are labeled "Infrastructure" or "Demolition" to coordinate with the work described in the Samet payment applications, although there could be some overlaps between the approvals and the pay apps.

It is important to note that the work for which expenditures have been made on the TIP Project all fall within the statutory definition of "development" under N.C.G.S. Section 160D-102(12). The definition of "development" includes "construction," "demolition of any structure," and "excavation, grading, filling, clearing or alteration of land," all of which activities are included in and approved by the above development approvals and have been paid for by Eco.

Taken together, the above and attached information conclusively establishes that the Project is exempt from the Putative Moratorium, as such exemption is specifically provided for in N.C.G.S. Section 160D-107(c). Time is of the essence with respect to County acknowledgement of this exemption. Please respond by confirming the exemption within ten (10) days of the date hereof. We must also state that, in the event the County should either deny the exemption or decline to timely acknowledge the exemption, Eco will have no choice other than to seek immediate and expedited judicial review as authorized under N.C.G.S. Section 160D-107(f), along with any and all other remedies available, including without limitation, an award of attorneys' fees and costs against the County for acting outside the limits of its authority under N.G.G.S. Section 6-21.7.

Sincerely yours,

BRADSHAW ROBINSON SLAWTER & RAINER LLP



Patrick E. Bradshaw

c: Mr. Jason Sullivan, Planning Director (jason.sullivan@chathamcountync.gov)
Ms. Angela Plummer, Zoning Administrator (angela.plummer@chathamcountync.gov)

EXHIBIT L

From: Emily Meeker <EMeeker@poynerspruill.com>
Sent: Tuesday, March 17, 2026 6:03 PM
To: Robin Tatum <rtatum@smithlaw.com>; Mitch Armbruster <marmbruster@smithlaw.com>
Subject: Moratorium and ECO TIP West LLC

External:

Robin and Mitch,

Thank you for your voicemail — I am sorry I missed your call.

The Planning Department has carefully reviewed the letter from Patrick Bradshaw, along with all of its attachments. The Planning Department has determined that Eco TIP West LLC's proposed project is not exempt from the County's moratorium on data centers, data processing facilities, and cryptocurrency mining operations.

Thanks,

Emily

Emily M. Meeker
Partner

Poyner Spruill LLP
ATTORNEYS AT LAW

D: 919.783.2921 | **F:** 919.783.1075

301 Fayetteville St., Suite 1900
Raleigh, NC 27601

****

This message constitutes a confidential attorney-client communication. If you have received this communication in error, do not read it. It is not intended for transmission to, or receipt by, any unauthorized persons. Please delete it from your system without copying it, and notify the sender by reply email or by calling 919-783-6400, so that our address record can be corrected. Thank you.

EXHIBIT M

From: Clay Matthews <jematthews@lja.com>
Sent: Wednesday, February 11, 2026 3:09 PM
To: Angela Plummer <angela.plummer@chathamcountync.gov>
Cc: Mark Ashness <mashness@lja.com>; Patrick Bradshaw <bradshaw@bradshawrobinson.com>; Kevin Scanlon <kscanlon@lmoc.net>
Subject: TIP West - Appearance Commission Submittal

WARNING: This message originated from outside the Chatham County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Angie,

Please find attached link for a submittal to the Appearance Commission for review of the TIP West Data Center discussed on today's call.

https://cegroupinc.sharefile.com/d-scaaffe9675ad41998d5eb0b8b7db5754

Let us know if you need anything else.

Thanks.

Clay Matthews, PLA | Project Manager

Land Development

O: 919.367.8790 | D: 919.373.7090 | C: 252.315.3728

301 Glenwood Ave., Suite 220, Raleigh, North Carolina 27603

EMPLOYEE-OWNED. CLIENT FOCUSED

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N/F
SMITH, JOYCE;
SMITH, ELLA M HEIRS
AKPAR: 5297
DB 98E PG 69
ZONING: R-1

N/F
SANDERFORD, JACKIE E JR;
SANDERFORD, TINA L
AKPAR: 95514
DB 1907, PG 49
ZONING: IND-L

N/F
SANDERFORD, JACKIE E JR;
SANDERFORD, TINA L
AKPAR: 5295
DB 1970, PG 320
ZONING: IND-L

N/F
HOPPER, COURTNEY
AKPAR: 5269
DB 2390 PG 1020
ZONING: R-1

N/F
BLACKMON, HUBERT L
AKPAR: 5281
DB - PG -
ZONING: R-1

N/F
THE BRADFORD VENUE, LLC
AKPAR: 5402
DB 1618 PG 814
ZONING: CD-RB

N/F
COUNTY OF CHATHAM
AKPAR: 5809
DB 1598 PG 1005
ZONING: R-1

N/F
LASSITER, SUSIE ETAL
AKPAR: 5288
DB 280 PG 474
ZONING: R-1

N/F
LASSITER, SUSIE ETAL
AKPAR: 5290
DB 357 PG 12
ZONING: R-1

N/F
HAWKINS, CHINA HEIRS
AKPAR: 5286
DB C-92 PG 329
ZONING: R-1

N/F
LEMONS, THOMAS E
AKPAR: 65128
DB 1636 PG 497
ZONING: R-1

N/F
ABY GROUP, LLC
AKPAR: 68438
DB 2600 PG 325
ZONING: R-1

N/F
TIP GATEWAY, LLC
AKPAR: 5841
DB 2389 PG 166
ZONING: R-1

N/F
LEMONS, THOMAS E
AKPAR: 66670
DB 1636 PG 497
ZONING: R-1

N/F
SPINKS, AMANDA L;
SPINKS, GRADY R JR
AKPAR: 76203
DB 814 PG 199
ZONING: R-1

N/F
HAITHCOX, EDNA L
AKPAR: 5314
DB 344 PG 23
ZONING: R-1

N/F
FX NEW HILL NC LANDLORD, LLC.
AKPAR: 95390
DB 2388 PG 817
ZONING: IND-H

N/F
CHATHAM COUNTY
AKPAR: 68839
DB 618 PG 365
ZONING: IND-H

N/F
ARAUCO NORTH AMERICA, INC.
AKPAR: 5343
DB 1602 PG 828
ZONING: IND-H

N/F
HAITHCOX, EDNA L
AKPAR: 5314
DB 344 PG 23
ZONING: R-1

EXISTING TREE LINE, TYP.

TIP WEST DR

100 YEAR FLOODPLAIN, TYP.

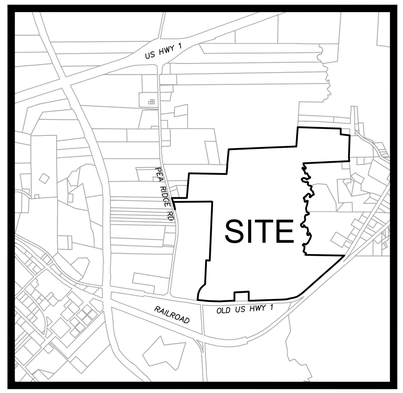
EXISTING WETLANDS, TYP.

PROPERTY LINE

HAW RIVER

PEA RIDGE RD

OLD US 1 HWY



VICINITY MAP
NTS

TIP WEST DATA CENTER

EXISTING CONDITIONS

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*

NORTH

300' 0 300' 600'

SCALE: 1" = 300'

PROJECT # 200-151

PRELIMINARY DESIGN
NOT RELEASED
FOR CONSTRUCTION

LJA
ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

301 GLENWOOD AVE. 220
RALEIGH,NC 27603
PHONE: 919-367-8790

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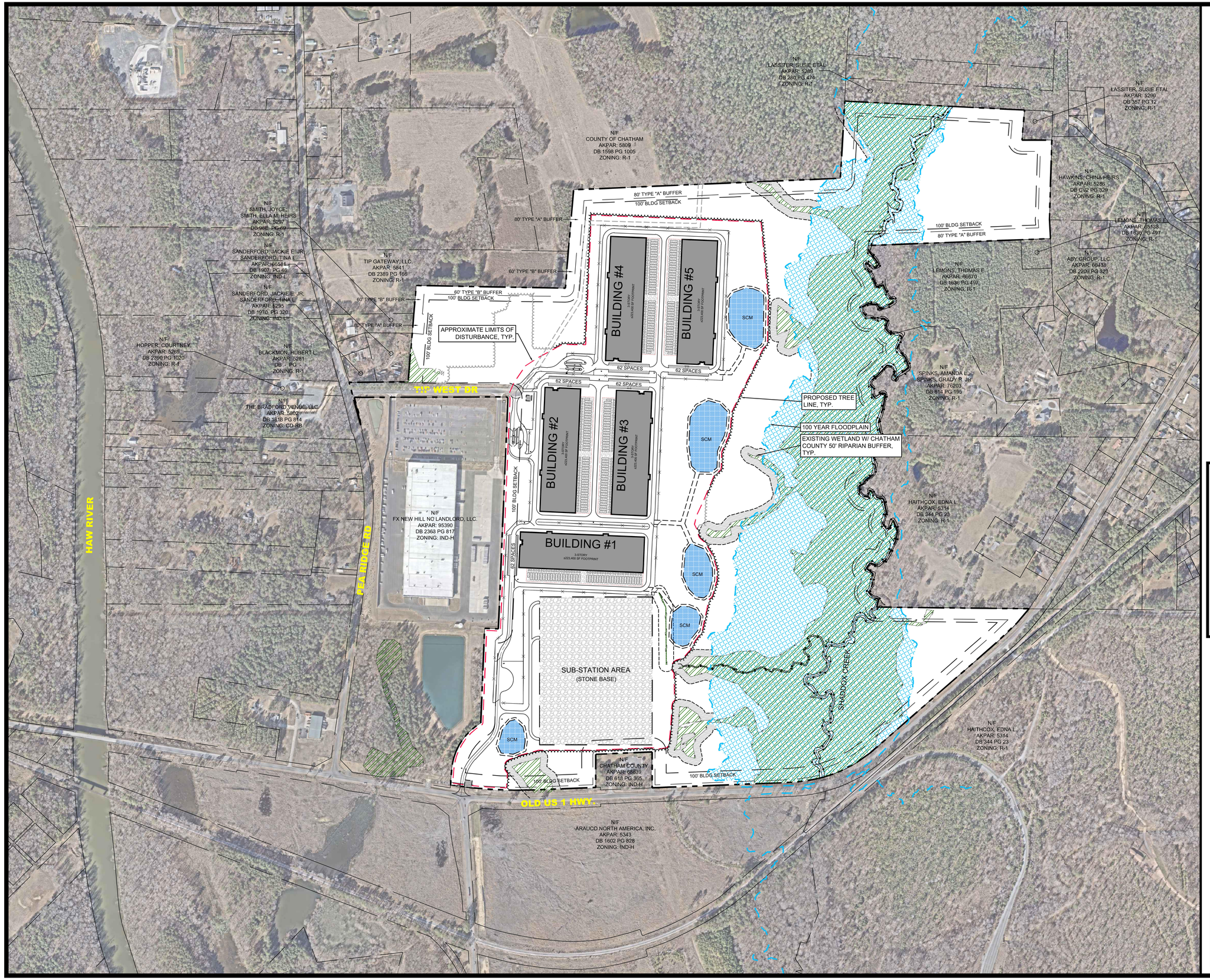
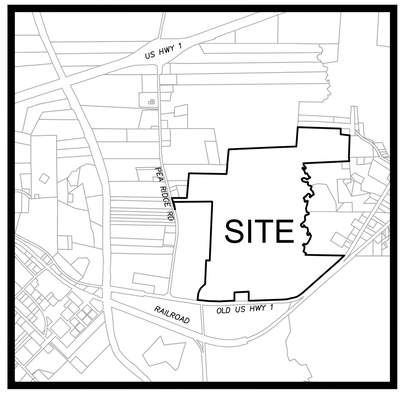
License # C-689





VICINITY MAP
NTS

TIP WEST DATA CENTER

OVERALL SITE PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*
TOTAL BLDG SF=	*±3,351,000 GFA*
BUILDING HEIGHT=	*±106'*
PARKING PROVIDED=	*310 SPACES (INCL. 15 ADA SPACES)*
NUMBER OF EMPLOYEES=	*±150*
FRONT SETBACK=	*100' MIN.*
SIDE SETBACK=	*100' MIN.*
REAR SETBACK=	*100' MIN.*

NORTH

300' 0 300' 600'

SCALE: 1" = 300'

PROJECT # 200-151

PRELIMINARY DESIGN
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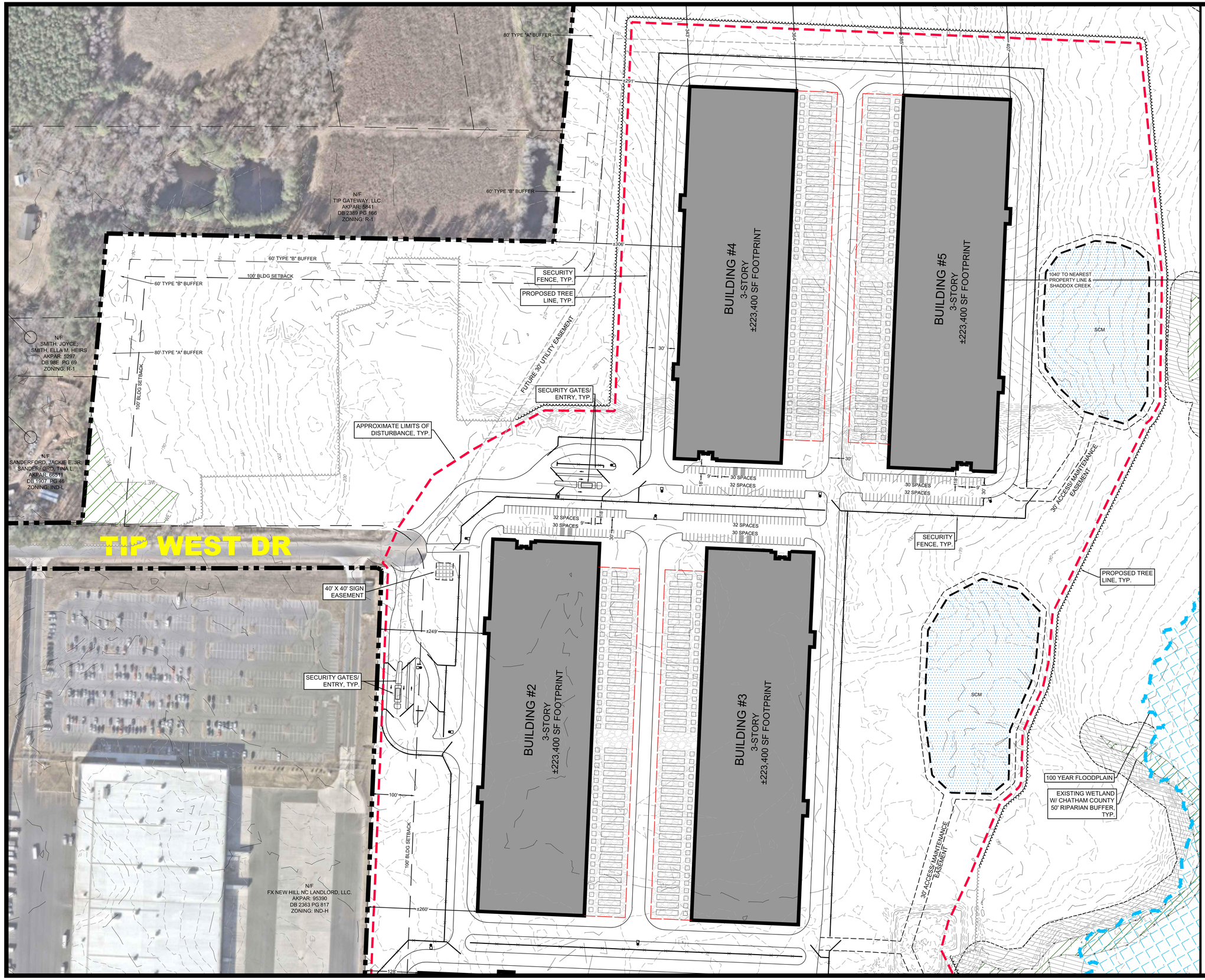

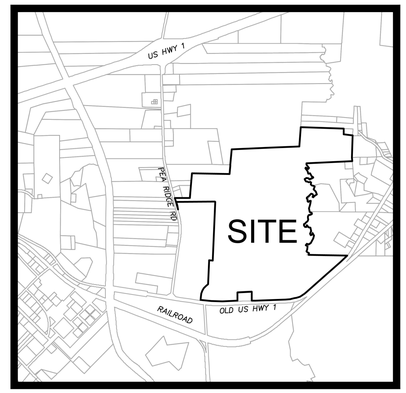

VICINITY MAP
NTS

TIP WEST DATA CENTER

SITE PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*
BUILDING 2=	
TOTAL SF=	*±670,200 GFA*
PARKING PROVIDED=	*62 SPACES (INCL. 3 ADA SPACES)*
NUMBER OF EMPLOYEES=	*±30*
BUILDING 3=	
TOTAL SF=	*±670,200 GFA*
PARKING PROVIDED=	*62 SPACES (INCL. 3 ADA SPACES)*
NUMBER OF EMPLOYEES=	*±30*
BUILDING 4=	
TOTAL SF=	*±670,200 GFA*
PARKING PROVIDED=	*62 SPACES (INCL. 3 ADA SPACES)*
NUMBER OF EMPLOYEES=	*±30*
BUILDING 5=	
TOTAL SF=	*±670,200 GFA*
PARKING PROVIDED=	*62 SPACES (INCL. 3 ADA SPACES)*
NUMBER OF EMPLOYEES=	*±30*

NORTH

300' 0 300' 600'

SCALE: 1" = 300'

PROJECT # 200-151

PRELIMINARY DESIGN
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License # F-1535
License # C-689

BUILDING #1
3-STORY
±223,400 SF FOOTPRINT

SUB-STATION AREA
(STONE BASE)

SECURITY FENCE, TYP.

30' ACCESS/MAINTENANCE EASEMENT

SCM

SCM

SCM

APPROXIMATE LIMITS OF DISTURBANCE, TYP.

PROPOSED TREE LINE, TYP.

100 YEAR FLOODPLAIN

EXISTING WETLAND W/ CHATHAM COUNTY 50' RIPARIAN BUFFER, TYP.

SECURITY GATES/ ENTRY, TYP.

30 SPACES

30 SPACES

±128'

±128'

±158'

100' BLDG SETBACK

100' BLDG SETBACK

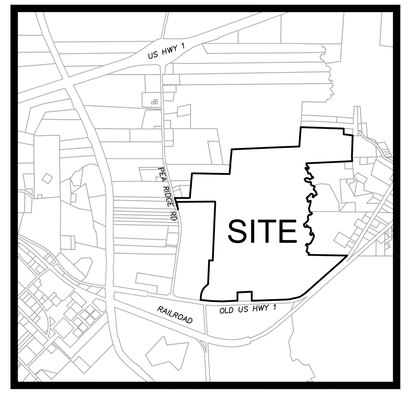
N/F
CHATHAM COUNTY
AKPAR: 68839
DB 618 PG 365
ZONING: IND-H

N/F
ARAUCO NORTH AMERICA, INC.
AKPAR: 5343
DB 1602 PG 828
ZONING: IND-H

OLD US 1 HWY.

10' X 70' SIGHT DISTANCE TRIANGLES, TYP.

50' X 50' SIGN EASEMENT, TYP.



VICINITY MAP
NTS

TIP WEST DATA CENTER

SITE PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*
BUILDING 1=	
TOTAL SF=	*±670,200 GFA*
PARKING PROVIDED=	*62 SPACES (INCL. 3 ADA SPACES)*
NUMBER OF EMPLOYEES=	*±30*

NORTH

300' 0 300' 600'

SCALE: 1" = 300'

PROJECT # 200-151

PRELIMINARY DESIGN
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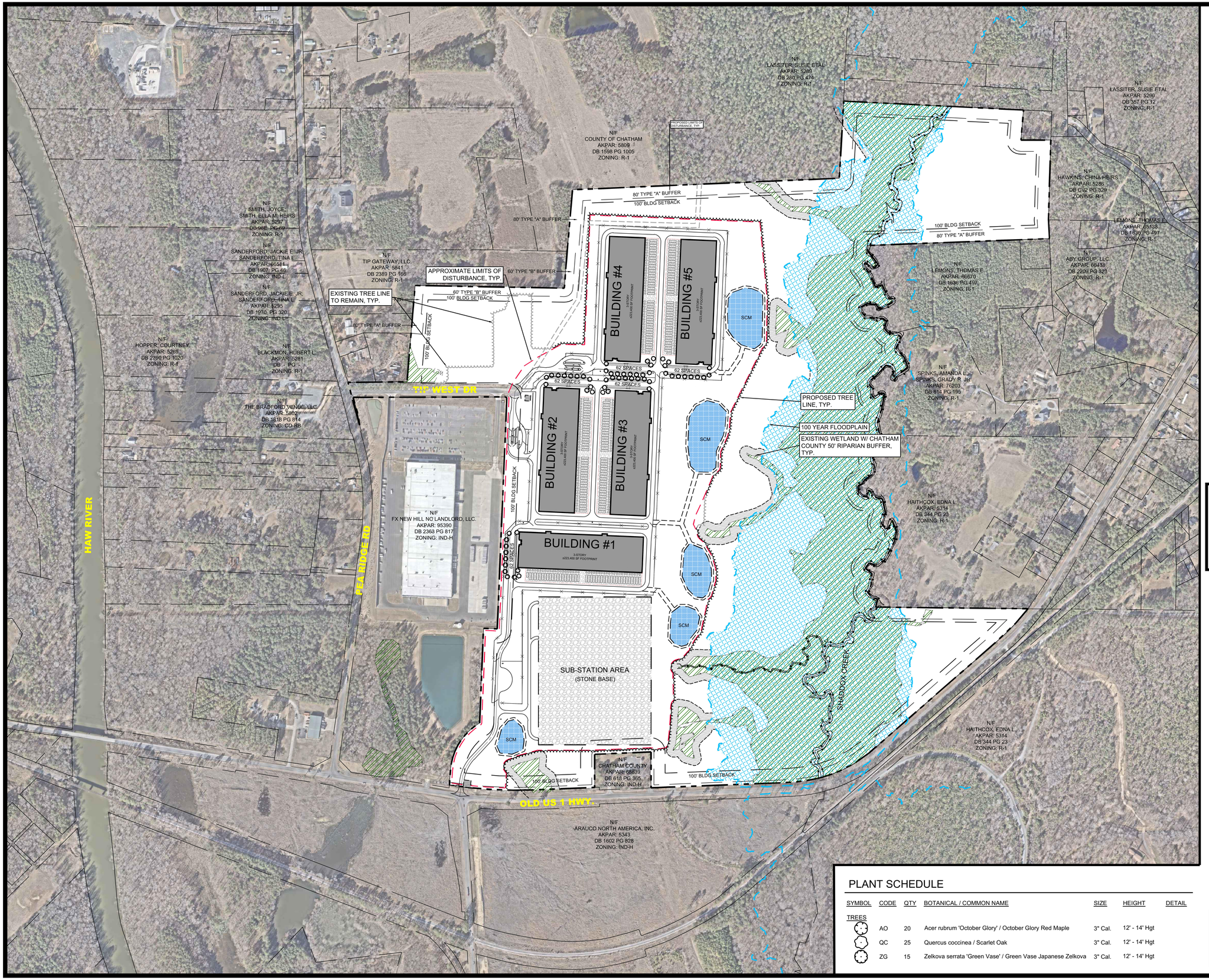

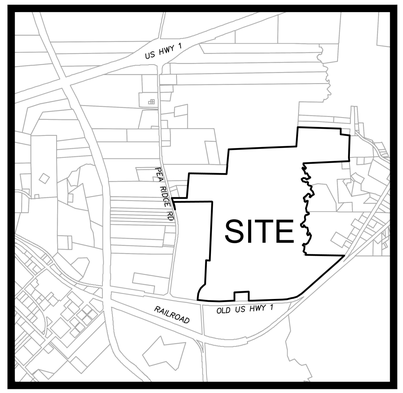

VICINITY MAP

NTS

TIP WEST DATA CENTER

OVERALL LANDSCAPE PLAN

CHATHAM COUNTY, NC

FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT	DETAIL
TREES						
	AO	20	Acer rubrum 'October Glory' / October Glory Red Maple	3" Cal.	12' - 14' Hgt	
	QC	25	Quercus coccinea / Scarlet Oak	3" Cal.	12' - 14' Hgt	
	ZG	15	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova	3" Cal.	12' - 14' Hgt	

NORTH

300' 0 300' 600'

SCALE: 1" = 300'

PROJECT # 200-151

PRELIMINARY DESIGN

NOT RELEASED FOR CONSTRUCTION

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License # C-689

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT
TREES					
	AO	16	Acer rubrum 'October Glory' / October Glory Red Maple	3" Cal.	12' - 14' Hgt
	QC	20	Quercus coccinea / Scarlet Oak	3" Cal.	12' - 14' Hgt
	ZG	12	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova	3" Cal.	12' - 14' Hgt

80' TYPE 'A' BUFFER

EXISTING VEGETATION TO REMAIN WITHIN BUFFER AREAS TO GREATEST EXTENT POSSIBLE; TO BE AUGMENTED ACCORDING TO APPLICABLE BUFFER STANDARDS FOR ADJACENT ZONING WHEN FOUND TO BE INSUFFICIENT BY CHATHAM COUNTY PLANNING STAFF, TYP.

60' TYPE "B" BUFFER

N/F
TIP GATEWAY, LLC
AKPAR: 5841
DB 2389 PG 166
ZONING: R-1

60' TYPE "B" BUFFER

100' BLDG SETBACK

60' TYPE "B" BUFFER

SECURITY FENCE, TYP.

N/F
SMITH, JOYCE;
SMITH, ELLA M. HEIRS
AKPAR: 5297
DB 98E PG 69
ZONING: R-1

80' TYPE "A" BUFFER

100' BLDG SETBACK

EXISTING TREE LINE TO REMAIN, TYP.

FUTURE 30' UTILITY EASEMENT

APPROXIMATE LIMITS OF DISTURBANCE, TYP.

N/F
SANDERFORD, JACKIE E. JR;
SANDERFORD, TINA L.
AKPAR: 66511
DB 1907 PG 46
ZONING: IND-L

TIP WEST DR

40' X 40' SIGN EASEMENT

N/F
FX NEW HILL NC LANDLORD, LLC.
AKPAR: 95390
DB 2363 PG 817
ZONING: IND-H

100' BLDG SETBACK

BUILDING #4
3-STORY
±223,400 SF FOOTPRINT

BUILDING #5
3-STORY
±223,400 SF FOOTPRINT

BUILDING #2
3-STORY
±223,400 SF FOOTPRINT

BUILDING #3
3-STORY
±223,400 SF FOOTPRINT

SCM

SCM

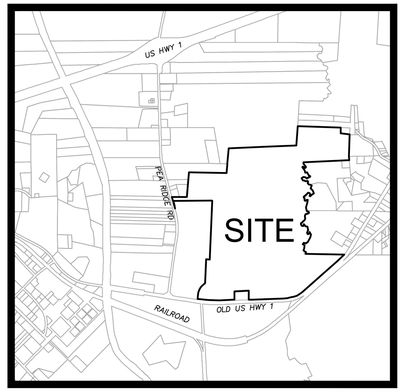
AO 8
QC 5
AO 3
QC 10
ZG 6
ZG 3
QC 5
AO 4
ZG 3
QC 5

30 SPACES
62 SPACES
32 SPACES

PROPOSED TREE LINE, TYP.

100 YEAR FLOODPLAIN

EXISTING WETLAND W/ CHATHAM COUNTY 50' RIPARIAN BUFFER, TYP.



VICINITY MAP
NTS

TIP WEST DATA CENTER

LANDSCAPE PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*

NORTH

100' 0 100' 200'

SCALE: 1" = 100'

PROJECT # 200-151

PRELIMINARY DESIGN
NOT RELEASED FOR CONSTRUCTION

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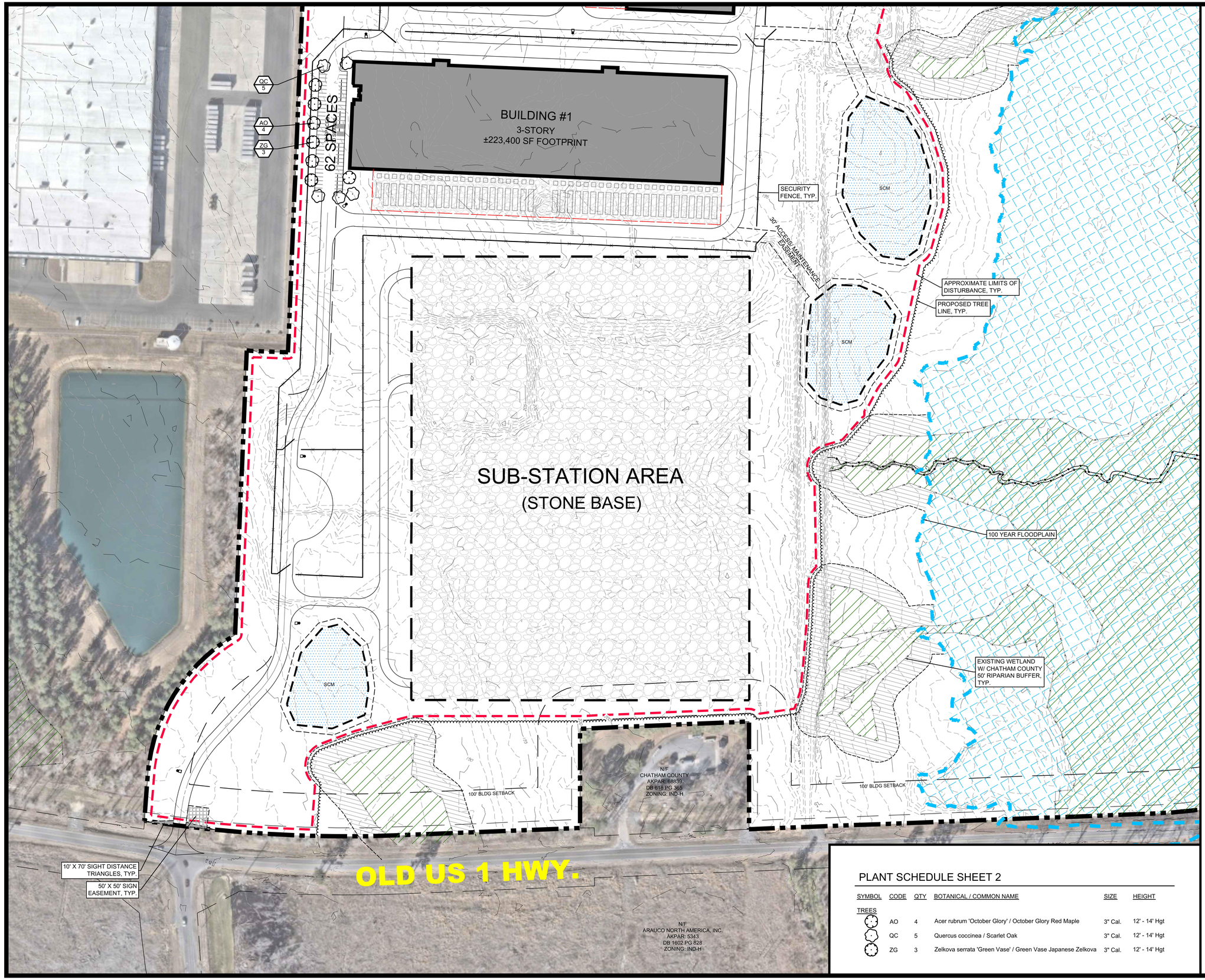

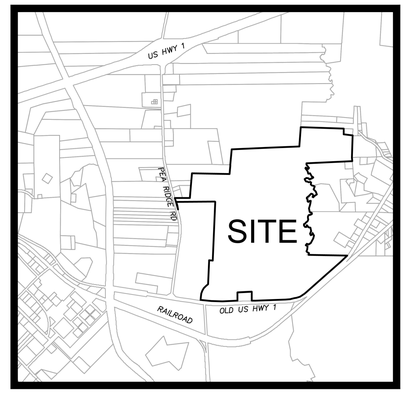

VICINITY MAP
NTS

TIP WEST DATA CENTER
LANDSCAPE PLAN
CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*

PLANT SCHEDULE SHEET 2

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	HEIGHT
TREES					
	AO	4	Acer rubrum 'October Glory' / October Glory Red Maple	3" Cal.	12' - 14' Hgt
	QC	5	Quercus coccinea / Scarlet Oak	3" Cal.	12' - 14' Hgt
	ZG	3	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova	3" Cal.	12' - 14' Hgt

NORTH

100' 0 100' 200'

SCALE: 1" = 100'

PROJECT # 200-151

PRELIMINARY DESIGN
NOT RELEASED FOR CONSTRUCTION

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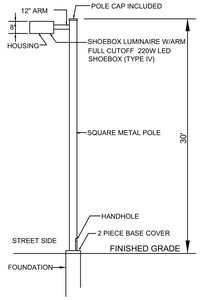
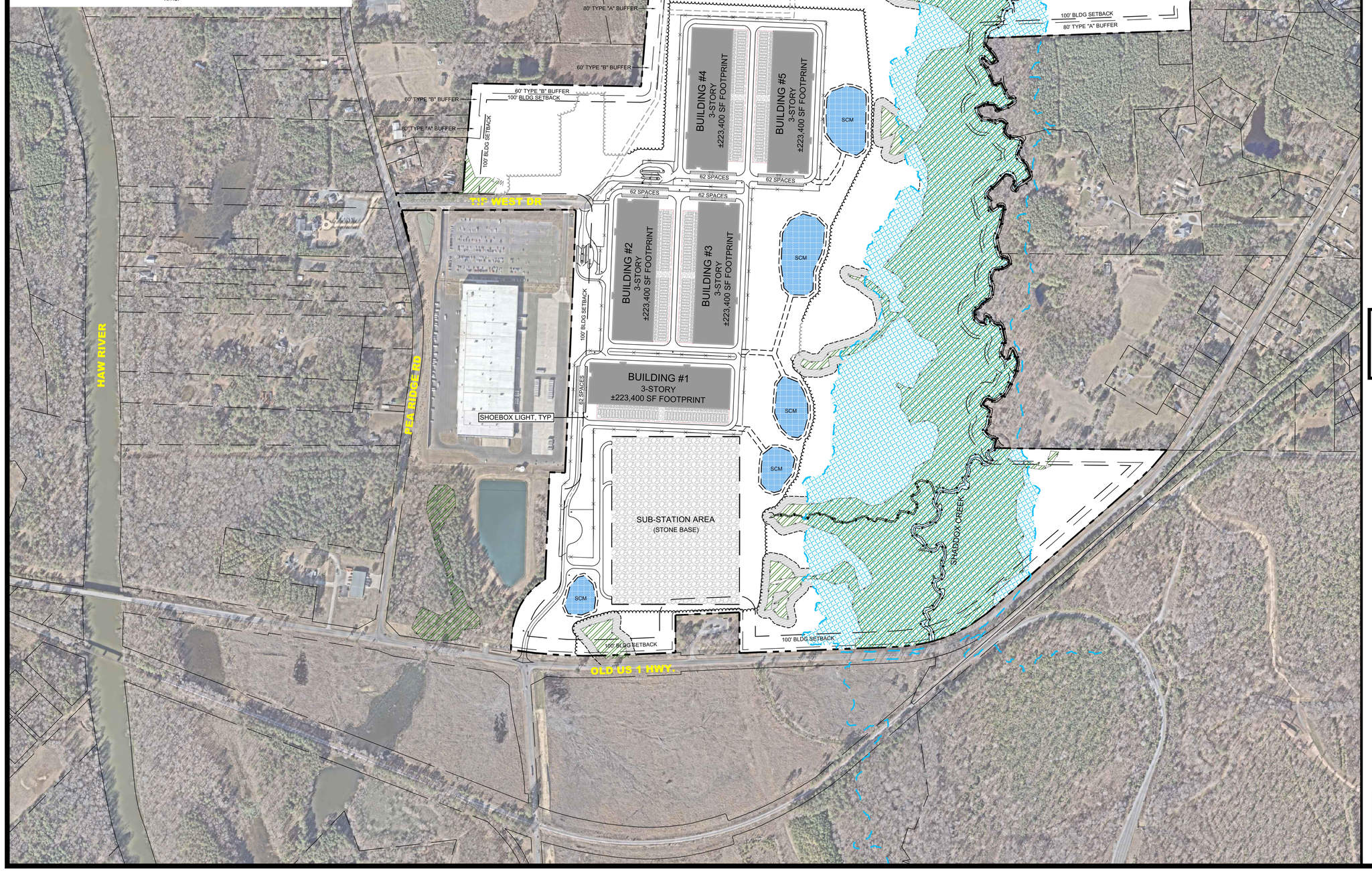
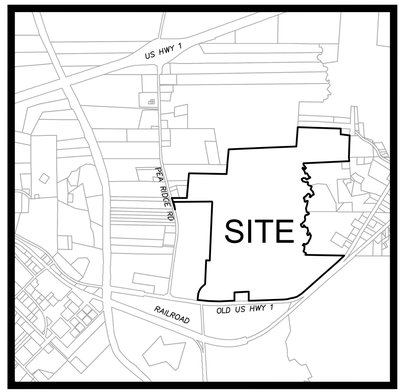


SHOEBOX LUMINAIRES AND SQUARE POLES
N.T.S.

NOTES:

1. FINAL LEVELING OF POLE IS TO BE MADE THROUGH USE OF DOUBLE NUTS.
2. ALL FOUR SIDES OF POLE ARE DRILLED WITH 3 HOLES AS SHOWN IN INSERT AND WASHERS PROVIDED WITH ANCHOR BOLTS OR GALVINIZED SHIMS. ABOVE TO ACCOMMODATE A MAXIMUM OF FOUR LUMINAIRES. STEEL PLATES OR PLUG COVER EACH SIDE UNTIL UNITS ARE INSTALLED.
3. SPECIAL HANDLING OF THESE SQUARE POLES IS NECESSARY TO MINIMIZE DAMAGE TO FINISH OF POLE. A NYLON SLING SHOULD BE USED TO LIFT POLE AT ALL TIMES. CHAINS, CABLES, OR ROPES MUST NOT BE USED. A CAN OF TOUCH-UP PAINT IS INCLUDED WITH ACCESSORIES FOR EACH POLE.
4. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR ASSEMBLY AND ATTACHMENT OF FIXTURE(S) AND ARM(S) TO POLE.
5. WHEN APPLICABLE, NEW POLE SHALL BE POSITIONED SUCH THAT THE HANDHOLE IS FACING AWAY FROM THE STREET.
6. FOR MULTIPLE LIGHTING CIRCUITS, CONNECT THE SOURCE AND LOAD CONDUCTORS INTO THE HANDHOLE AND CONNECT USING WIRE NUTS FOR ALL #10 CONDUCTORS OR THE STREETLIGHT CONNECTION BLOCK FOR LARGER (1/0 MAX.) SOURCE AND LOAD CONDUCTORS.





VICINITY MAP
NTS

TIP WEST DATA CENTER

OVERALL LIGHTING PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*

LEGEND

SHOEBOX LIGHTS
DUKE ENERGY PROGRESS SHOEBOX - 220W LED - TYPE IV
THROW PATTERN FULL CUTOFF- 30' MOUNTING HEIGHT

LIGHTING PLAN NOTES:

1. LJA, INC. IS NOT RESPONSIBLE FOR SAFETY AND SECURITY RISKS DUE INADEQUATE LIGHTING LEVELS.
2. MAINTAINED FOOTCANDLES AT GRADE USING A 0.72 LIGHT LOSS FACTOR.
3. LIGHT LEVELS MODELED USING VISUAL - PROFESSIONAL EDITION SOFTWARE, VERSION 2.06.0234
4. ALL FIXTURES TO MEET IESNA FULL CUTOFF CLASSIFICATION.
5. UNDERGROUND UTILITIES (EXISTING AND PROPOSED) ARE FOR INFORMATIONAL PURPOSES ONLY. SEE APPROPRIATE SHEET IN THIS SET FOR DETAILS. CONTRACTOR TO VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION, AND NOTIFY THE OWNER AND/OR ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF WORK.

NORTH

300' 0 300' 600'

SCALE: 1" = 300'

PROJECT # 200-151

PRELIMINARY DESIGN
NOT RELEASED
FOR CONSTRUCTION

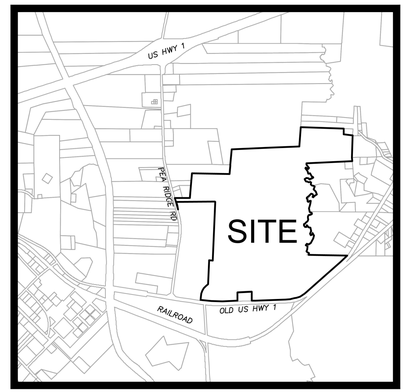
LJA
ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

301 GLENWOOD AVE. 220
RALEIGH,NC 27603
PHONE: 919-367-8790

www.lja.com

License # F-1535
License # C-689





VICINITY MAP
NTS

TIP WEST DATA CENTER

LIGHTING PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*

LEGEND

SHOEBOX LIGHTS
DUKE ENERGY PROGRESS SHOEBOX - 220W LED - TYPE IV
THROW PATTERN FULL CUTOFF- 30' MOUNTING HEIGHT

LIGHTING PLAN NOTES:

1. LJA, INC. IS NOT RESPONSIBLE FOR SAFETY AND SECURITY RISKS DUE INADEQUATE LIGHTING LEVELS.
2. MAINTAINED FOOTCANDLES AT GRADE USING A 0.72 LIGHT LOSS FACTOR.
3. LIGHT LEVELS MODELED USING VISUAL - PROFESSIONAL EDITION SOFTWARE, VERSION 2.06.0234
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NORTH

100' 0 100' 200'

SCALE: 1" = 100'

PROJECT # 200-151

PRELIMINARY DESIGN
NOT RELEASED
FOR CONSTRUCTION

LJA
ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

301 GLENWOOD AVE. 220
RALEIGH,NC 27603
PHONE: 919-367-8790

www.lja.com

License # F-1535
License # C-689

BUILDING #1
3-STORY
±223,400 SF FOOTPRINT

65 SPACES

SUB-STATION AREA
(STONE BASE)

SCM

SCM

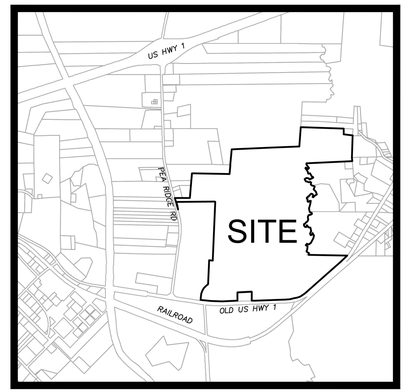
SCM

SHOEBOX LIGHT, TYP.

100' BLDG SETBACK

100' BLDG SETBACK

OLD US 1 HWY.



VICINITY MAP
NTS

TIP WEST DATA CENTER

LIGHTING PLAN

CHATHAM COUNTY, NC
FEBRUARY 11, 2026

SITE DATA

TOTAL PROJECT AREA=	*±311 AC*
PARCEL=	*96331, 96338, 96332, 5814, 96333, 96334, 91175, 96335, 96336, 5321*
EXISTING ZONING=	*IND-H (CHATHAM)*
TOTAL IMPERVIOUS=	*±69 AC (22%)*
TOTAL DISTURBED AREA=	*±125 AC*

LEGEND

SHOEBOX LIGHTS
DUKE ENERGY PROGRESS SHOEBOX - 220W LED - TYPE IV THROW PATTERN FULL CUTOFF- 30' MOUNTING HEIGHT

LIGHTING PLAN NOTES:

1. LJA, INC. IS NOT RESPONSIBLE FOR SAFETY AND SECURITY RISKS DUE INADEQUATE LIGHTING LEVELS.
2. MAINTAINED FOOTCANDLES AT GRADE USING A 0.72 LIGHT LOSS FACTOR.
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4. ALL FIXTURES TO MEET IESNA FULL CUTOFF CLASSIFICATION.
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NORTH

100' 0 100' 200'

SCALE: 1" = 100'

PROJECT # 200-151

PRELIMINARY DESIGN
NOT RELEASED
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LJA
ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

301 GLENWOOD AVE. 220
RALEIGH,NC 27603
PHONE: 919-367-8790

www.lja.com

License # F-1535
License # C-689

EXHIBIT N

Patrick Bradshaw <bradshaw@bradshawrobinson.com>

RE: TIP West - Appearance Commission Submittal

1 message

Angela Plummer <angela.plummer@chathamcountync.gov> Wed, Feb 18, 2026 at 12:00 PM
To: Clay Matthews <jematthews@lja.com>
Cc: Mark Ashness <mashness@lja.com>, Patrick Bradshaw <bradshaw@bradshawrobinson.com>, Kevin Scanlon <kscanlon@lmoc.net>

This will not be on the CCAC agenda for next week. All development approvals for data centers, data processing facilities, cryptocurrency mining operations, and any uses associated with data processing facilities are subject to the moratorium.

Thank you,

Angela Plummer

Angela Plummer, CZO

Zoning Administrator/Planner II

Chatham County Planning Dept.

PO Box 54

Pittsboro, NC 27312

Ph: 919-542-8285

www.chathamcountync.gov/planning

MoveChatham* Multimodal Study is underway! Take the survey *HERE!

"The Recode Chatham UDO was adopted 11/18/24 but is not yet effective. For more information and to view the document, visit www.recodechathamnc.org"

Plan Moncure has been adopted and you can view the small area plan at https://www.recodechathamnc.org/planmoncure

In keeping with the NC Public Records Law, emails, including attachments, may be released to others upon request for inspection and copying.

From: Clay Matthews <jematthews@lja.com>
Sent: Wednesday, February 11, 2026 3:09 PM
To: Angela Plummer <angela.plummer@chathamcountync.gov>
Cc: Mark Ashness <mashness@lja.com>; Patrick Bradshaw <bradshaw@bradshawrobinson.com>; Kevin Scanlon <kscanlon@lmoc.net>
Subject: TIP West - Appearance Commission Submittal

WARNING: This message originated from outside the Chatham County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Angie,

Please find attached link for a submittal to the Appearance Commission for review of the TIP West Data Center discussed on today's call.

https://cegroupinc.sharefile.com/d-scaaffe9675ad41998d5eb0b8b7db5754

Let us know if you need anything else.

Thanks.

Clay Matthews, PLA | Project Manager

Land Development

O: 919.367.8790 | D: 919.373.7090 | C: 252.315.3728

301 Glenwood Ave., Suite 220, Raleigh, North Carolina 27603

EMPLOYEE-OWNED. CLIENT FOCUSED

www.lja.com



EXHIBIT O

Breakdown of Spending on TIP West Site

	Amount
Infrastructure per final Samet Pay app dated 11/30/23	6,992,738
Wastewater Treatment Plant Decommissioning per Samet Pay App dated 11/30/23	2,496,957
Professional Fees to Environmental/Brownfields engineer (Geosytenc and Withers)	527,947
Professional Fees to wastewater treatment plant engineer (Greener Solutions)	335,887
Professional Fees to Civil Engineer for Offsite and Construction Drawings	355,893
Equipment rental fees	160,560
Legal Fees	88,474
Permit Fees	62,260
Utilities during construction	28,763
Insurance	13,895
Construction Interest/Financing Costs	250,395
	11,313,768

Summary of Amounts Paid for TIP West Projects

Eco TIP West Infrastructure	Billed Amount	Paid Amount	Amount Due
Pay App # 1	$ 158,763.28	$ 158,763.28	$ -
Pay App # 2	$ 95,405.07	$ 95,405.07	$ -
Pay App # 3	$ 14,070.21	$ 14,070.21	$ -
Pay App # 4	$ 39,959.37	$ 39,959.37	$ -
Pay App # 5	$ 1,124,873.79	$ 1,124,873.79	$ -
Pay App # 6	$ 1,268,014.70	$ 1,268,014.70	$ -
Pay App # 7	$ 1,333,014.00	$ 1,333,014.00	$ -
Pay App # 8	$ 711,434.58	$ 711,434.58	$ -
Pay App # 9	$ 770,758.81	$ 770,758.81	$ -
Pay App # 10	$ 748,486.06	$ 748,486.06	$ -
Pay App # 11	$ 157,365.15	$ 157,365.15	$ -
Pay App # 12 (a)	$ 570,592.98	$ 570,592.98	$ -
	$ 6,992,738.00	$ 6,992,738.00	$ -

TIP West Demolition and Abatement	Billed Amount	Paid Amount	Amount Due
Pay App # 1	$ 21,658.84	$ 21,658.84	$ -
Pay App # 2	$ 720,510.57	$ 720,510.57	$ -
Pay App # 3	$ 1,202,602.41	$ 1,202,602.41	$ -
Pay App # 4 (a)(b)	$ 552,184.96	$ 102,184.96	$ 450,000.00
	$ 2,496,956.78	$ 2,046,956.78	$ 450,000.00

(a) One check (#2683) was cut for $672,777.94 towards these amounts for the two projects.
(b) Eco TIP West LLC financed $450,000 of the balance due on the TIP West Lot 2 pay app. Payment is due in March 2026.

66-112/531

2581

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

Date 11/8/22 PMP

Pay to the Order of Garnet Corporation $ 158,763.28

One hundred fifty-eight thousand seven hundred sixty-three & 28/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App #1

MP

⑆053101121⑆ 1340004 2488 20⑈ 02581

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 1
INVOICE NO: 1
PERIOD: 10/01/22 - 10/31/22
PROJECT NO: 30-192
CONTRACT DATE: 9/22/2022

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050
Greensboro, North Carolina 27419

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$3,289,146.00
4.	Total completed and stored to date (Column G on detail sheet)		$167,119.25
5.	Retainage:		
	a. 5.00% of completed work	$8,355.97	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$8,355.97
6.	Total earned less retainage (Line 4 less Line 5 Total)		$158,763.28
7.	Less previous certificates for payment (Line 6 from prior certificate)		$0.00
8.	Current payment due:		$158,763.28
9.	Balance to finish, including retainage (Line 3 less Line 6)		$3,130,382.72

Ok
Yes

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 11/1/22

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 1st day of November 2022
Notary Public: _____
My commission expires: 08/08/2026

LORI HILL
NOTARY PUBLIC
WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $158,763.28

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 11/4/2022
PERIOD: 10/01/22 - 10/31/22

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
2	General Conditions	$194,120.00	$0.00	$9,706.00	$0.00	$9,706.00	5.00%	$184,414.00	$485.30
3	Temp Facilities & Control	$27,200.00	$0.00	$0.00	$0.00	$0.00	0.00%	$27,200.00	$0.00
4	Material Testing	$40,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$40,000.00	$0.00
5	Signage	$58,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$58,000.00	$0.00
6	Site Conduit Allowance	$54,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$54,500.00	$0.00
7	Earthwork	$308,588.00	$0.00	$0.00	$0.00	$0.00	0.00%	$308,588.00	$0.00
8	Earthwork Allowances	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
9	Earthwork Pond Allocation	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
10	Paving & Curbs	$316,848.00	$0.00	$0.00	$0.00	$0.00	0.00%	$316,848.00	$0.00
11	Landscaping & Irrigation	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
12	Fire & Domestic Water	$446,558.00	$0.00	$0.00	$0.00	$0.00	0.00%	$446,558.00	$0.00
13	Sanitary Sewer	$555,815.00	$0.00	$0.00	$0.00	$0.00	0.00%	$555,815.00	$0.00
14	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
15	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
16	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
17	Utility Relocation Allowance	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
18	Enabling Work Allowance	$200,000.00	$0.00	$65,000.00	$0.00	$65,000.00	32.50%	$135,000.00	$3,250.00
19	Permits Allowance	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
20	NCDOT Bonds Allowance	$2,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,500.00	$0.00
21	Builders Risk	$4,443.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,443.00	$0.00
22	Subcontractor Default Insurance	$41,464.00	$0.00	$0.00	$0.00	$0.00	0.00%	$41,464.00	$0.00
23	Liability Insurance	$16,445.00	$0.00	$1,644.50	$0.00	$1,644.50	10.00%	$14,800.50	$82.23
24	Project Closeout & Technology	$9,686.00	$0.00	$0.00	$0.00	$0.00	0.00%	$9,686.00	$0.00
25	Contractor Contingency 3%	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
26	Escalation Contingency 1%	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
27	Fee	$134,175.00	$0.00	$6,708.75	$0.00	$6,708.75	5.00%	$127,466.25	$335.44
	TOTALS:	**$3,289,146.00**	**$0.00**	**$167,119.25**	**$0.00**	**$167,119.25**	**5.08%**	**$3,122,026.75**	**$8,355.97**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$3,289,146.00	$0.00	$167,119.25	$0.00	$167,119.25	5.08%	$3,122,026.75	$8,355.97

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #01

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $158,763.28 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through October 31, 2022 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after October 31, 2022 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

November 1, 2022

State of: North Carolina County of: Wake

Subscribe and sworn to me this 1st day of November 2022

Notary Public: _____

My Commission Expires: 08/08/2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC

66-112/531

2590

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

Date 12/5/22 PMP

Pay to the Order of Sanset Corporation $ 95,405.07

Ninety-five thousand four hundred five & 07/100 Dollars

← Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App #2 - 11.30.22

MP

⑆053101121⑆ 1340004 2488 20⑈02590

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 2
INVOICE NO: 2
PERIOD: 11/01/22 - 11/30/22
PROJECT NO: 30-192
CONTRACT DATE: 9/22/2022

OK
MS

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050
Greensboro, North Carolina 27419

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$3,289,146.00
4.	Total completed and stored to date (Column G on detail sheet)		$267,545.65
5.	Retainage:		
	a. 5.00% of completed work	$13,377.30	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$13,377.30
6.	Total earned less retainage (Line 4 less Line 5 Total)		$254,168.35
7.	Less previous certificates for payment (Line 6 from prior certificate)		$158,763.28
8.	Current payment due:		$95,405.07
9.	Balance to finish, including retainage (Line 3 less Line 6)		$3,034,977.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 12-1-22

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 1st day of December 2022
Notary Public: Lori Hill
My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $95,405.07

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE:
PERIOD: 11/01/22 - 11/30/22

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Design & Preconstruction	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
2	General Conditions	$194,120.00	$9,706.00	$5,823.60	$0.00	$15,529.60	8.00%	$178,590.40	$776.48
3	Temp Facilities & Control	$27,200.00	$0.00	$1,360.00	$0.00	$1,360.00	5.00%	$25,840.00	$68.00
4	Material Testing	$40,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$40,000.00	$0.00
5	Signage	$58,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$58,000.00	$0.00
6	Site Conduit Allowance	$54,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$54,500.00	$0.00
7	Earthwork	$308,588.00	$0.00	$85,000.00	$0.00	$85,000.00	27.54%	$223,588.00	$4,250.00
8	Earthwork Allowances	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
9	Earthwork Pond Allocation	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
10	Paving & Curbs	$316,848.00	$0.00	$0.00	$0.00	$0.00	0.00%	$316,848.00	$0.00
11	Landscaping & Irrigation	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
12	Fire & Domestic Water	$446,558.00	$0.00	$0.00	$0.00	$0.00	0.00%	$446,558.00	$0.00
13	Sanitary Sewer	$555,815.00	$0.00	$0.00	$0.00	$0.00	0.00%	$555,815.00	$0.00
14	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
15	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
16	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
17	Utility Relocation Allowance	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
18	Enabling Work Allowance	$200,000.00	$65,000.00	$0.00	$0.00	$65,000.00	32.50%	$135,000.00	$3,250.00
19	Permits Allowance	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
20	NCDOT Bonds Allowance	$2,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,500.00	$0.00
21	Builders Risk	$4,443.00	$0.00	$444.30	$0.00	$444.30	10.00%	$3,998.70	$22.22
22	Subcontractor Default Insurance	$41,464.00	$0.00	$4,146.40	$0.00	$4,146.40	10.00%	$37,317.60	$207.32
23	Liability Insurance	$16,445.00	$1,644.50	$0.00	$0.00	$1,644.50	10.00%	$14,800.50	$82.23
24	Project Closeout & Technology	$9,686.00	$0.00	$968.60	$0.00	$968.60	10.00%	$8,717.40	$48.43
25	Contractor Contingency 3%	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
26	Escalation Contingency 1%	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
27	Fee	$134,175.00	$6,708.75	$2,683.50	$0.00	$9,392.25	7.00%	$124,782.75	$469.62
	TOTALS:	**$3,289,146.00**	**$167,119.25**	**$100,426.40**	**$0.00**	**$267,545.65**	**8.13%**	**$3,021,600.35**	**$13,377.30**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$3,289,146.00	$167,119.25	$100,426.40	$0.00	$267,545.65	8.13%	$3,021,600.35	$13,377.30

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #02

WHERAS, the undersigned has been employed by:

ECO TIP WEST, LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $95,405.07 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through November 30, 2022 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after November 30, 2022 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

December 1, 2022

State of: North Carolina County of: Wake

Subscribe and sworn to me this 1st day of December 2022

Notary Public: _____

My Commission Expires: 08/08/2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2598

Date 12/30/22 PMP

Pay to the Order of Samet Corporation $ 14,470.21

fourteen thousand four hundred seventy, 21/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App #3-1231.22 MP

⑆053101121⑆ 1340004 2488 20⑈02598

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 3
INVOICE NO: 3
PERIOD: 12/01/22 - 12/31/22
PROJECT NO: 30-192
CONTRACT DATE: 9/22/2022

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050
Greensboro, North Carolina 27419

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: Prime Contract

OK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$3,289,146.00
4.	Total completed and stored to date (Column G on detail sheet)		$282,356.40
5.	Retainage:		
	a. 5.00% of completed work	$14,117.84	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$14,117.84
6.	Total earned less retainage (Line 4 less Line 5 Total)		$268,238.56
7.	Less previous certificates for payment (Line 6 from prior certificate)		$254,168.35
8.	Current payment due:		$14,070.21
9.	Balance to finish, including retainage (Line 3 less Line 6)		$3,020,907.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 12-27-22

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 27th day of December 2022
Notary Public: Lori Hill
My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $14,070.21

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE:
PERIOD: 12/01/22 - 12/31/22

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Design & Preconstruction	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
2	General Conditions	$194,120.00	$15,529.60	$5,823.60	$0.00	$21,353.20	11.00%	$172,766.80	$1,067.66
3	Temp Facilities & Control	$27,200.00	$1,360.00	$1,360.00	$0.00	$2,720.00	10.00%	$24,480.00	$136.00
4	Material Testing	$40,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$40,000.00	$0.00
5	Signage	$58,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$58,000.00	$0.00
6	Site Conduit Allowance	$54,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$54,500.00	$0.00
7	Earthwork	$308,588.00	$85,000.00	$0.00	$0.00	$85,000.00	27.54%	$223,588.00	$4,250.00
8	Earthwork Allowances	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
9	Earthwork Pond Allocation	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
10	Paving & Curbs	$316,848.00	$0.00	$0.00	$0.00	$0.00	0.00%	$316,848.00	$0.00
11	Landscaping & Irrigation	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
12	Fire & Domestic Water	$446,558.00	$0.00	$0.00	$0.00	$0.00	0.00%	$446,558.00	$0.00
13	Sanitary Sewer	$555,815.00	$0.00	$0.00	$0.00	$0.00	0.00%	$555,815.00	$0.00
14	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
15	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
16	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
17	Utility Relocation Allowance	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
18	Enabling Work Allowance	$200,000.00	$65,000.00	$0.00	$0.00	$65,000.00	32.50%	$135,000.00	$3,250.00
19	Permits Allowance	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
20	NCDOT Bonds Allowance	$2,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,500.00	$0.00
21	Builders Risk	$4,443.00	$444.30	$222.15	$0.00	$666.45	15.00%	$3,776.55	$33.33
22	Subcontractor Default Insurance	$41,464.00	$4,146.40	$2,073.20	$0.00	$6,219.60	15.00%	$35,244.40	$310.98
23	Liability Insurance	$16,445.00	$1,644.50	$822.25	$0.00	$2,466.75	15.00%	$13,978.25	$123.34
24	Project Closeout & Technology	$9,686.00	$968.60	$484.30	$0.00	$1,452.90	15.00%	$8,233.10	$72.65
25	Contractor Contingency 3%	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
26	Escalation Contingency 1%	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
27	Fee	$134,175.00	$9,392.25	$4,025.25	$0.00	$13,417.50	10.00%	$120,757.50	$670.88
	TOTALS:	**$3,289,146.00**	**$267,545.65**	**$14,810.75**	**$0.00**	**$282,356.40**	**8.58%**	**$3,006,789.60**	**$14,117.84**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$3,289,146.00	$267,545.65	$14,810.75	$0.00	$282,356.40	8.58%	$3,006,789.60	$14,117.84

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #03

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $14,070.21 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through December 31, 2022 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after December 31, 2022 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

December 27, 2022

State of: North Carolina County of: Wake

Subscribe and sworn to me this 27th Day of December 2022

Notary Public: _____

My Commission Expires: 08/08/2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2606

Date 2/1/23 PMP

Pay to the Order of Jarnet Corporation $ 39,559.37

Thirty-nine thousand five hundred fifty-nine and 37/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App #4 1.31.23

⑆053101121⑆ 1340004 2488 20⑈02606

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 4
INVOICE NO: 4
PERIOD: 01/01/23 - 01/31/23
PROJECT NO: 30-192
CONTRACT DATE: 9/22/2022

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050
Greensboro, North Carolina 27419

VIA ARCHITECT/ENGINEER:

OK KG

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$3,289,146.00
4.	Total completed and stored to date (Column G on detail sheet)		$324,418.90
5.	Retainage:		
	a. 5.00% of completed work	$16,220.97	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$16,220.97
6.	Total earned less retainage (Line 4 less Line 5 Total)		$308,197.93
7.	Less previous certificates for payment (Line 6 from prior certificate)		$268,238.56
8.	Current payment due:		$39,959.37
9.	Balance to finish, including retainage (Line 3 less Line 6)		$2,980,948.07

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 1-30-23

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 30th day of January 2023
Notary Public: _____
My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $39,959.37

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
APPLICATION DATE: 2/3/2023
PERIOD: 01/01/23 - 01/31/23

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Design & Preconstruction	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
2	General Conditions	$194,120.00	$21,353.20	$27,176.80	$0.00	$48,530.00	25.00%	$145,590.00	$2,426.50
3	Temp Facilities & Control	$27,200.00	$2,720.00	$4,080.00	$0.00	$6,800.00	25.00%	$20,400.00	$340.00
4	Material Testing	$40,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$40,000.00	$0.00
5	Signage	$58,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$58,000.00	$0.00
6	Site Conduit Allowance	$54,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$54,500.00	$0.00
7	Earthwork	$308,588.00	$85,000.00	$0.00	$0.00	$85,000.00	27.54%	$223,588.00	$4,250.00
8	Earthwork Allowances	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
9	Earthwork Pond Allocation	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
10	Paving & Curbs	$316,848.00	$0.00	$0.00	$0.00	$0.00	0.00%	$316,848.00	$0.00
11	Landscaping & Irrigation	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
12	Fire & Domestic Water	$446,558.00	$0.00	$0.00	$0.00	$0.00	0.00%	$446,558.00	$0.00
13	Sanitary Sewer	$555,815.00	$0.00	$0.00	$0.00	$0.00	0.00%	$555,815.00	$0.00
14	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
15	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
16	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
17	Utility Relocation Allowance	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
18	Enabling Work Allowance	$200,000.00	$65,000.00	$0.00	$0.00	$65,000.00	32.50%	$135,000.00	$3,250.00
19	Permits Allowance	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
20	NCDOT Bonds Allowance	$2,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,500.00	$0.00
21	Builders Risk	$4,443.00	$666.45	$666.45	$0.00	$1,332.90	30.00%	$3,110.10	$66.65
22	Subcontractor Default Insurance	$41,464.00	$6,219.60	$6,219.60	$0.00	$12,439.20	30.00%	$29,024.80	$621.96
23	Liability Insurance	$16,445.00	$2,466.75	$2,466.75	$0.00	$4,933.50	30.00%	$11,511.50	$246.68
24	Project Closeout & Technology	$9,686.00	$1,452.90	$1,452.90	$0.00	$2,905.80	30.00%	$6,780.20	$145.30
25	Contractor Contingency 3%	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
26	Escalation Contingency 1%	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
27	Fee	$134,175.00	$13,417.50	$0.00	$0.00	$13,417.50	10.00%	$120,757.50	$670.88
	TOTALS:	**$3,289,146.00**	**$282,356.40**	**$42,062.50**	**$0.00**	**$324,418.90**	**9.86%**	**$2,964,727.10**	$16,220.97

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$3,289,146.00	$282,356.40	$42,062.50	$0.00	$324,418.90	9.86%	$2,964,727.10	$16,220.97

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #04

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $39,959.57 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through January 31, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after January 31, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

January 30, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this 30th January 2023

Notary Public: Lori Hill

My Commission Expires: 08/08/2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC



66-112/531

2617

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

Date 3/15/23

Pay to the Order of Janet Corporation $ 1,124,873.79

One million one hundred twenty-four thousand eight hundred seventy-three & 79/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App # 5

⑆053101121⑆ 1340004 2488 20⑈0 2617

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

mailed 3.21.23

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 5
INVOICE NO: 5
PERIOD: 02/01/23 - 02/28/23
PROJECT NOs: 30-192

DISTRIBUTION TO:

OK

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

VIA ARCHITECT/ENGINEER:

CONTRACT DATE: 09/22/22

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,880,692.00
3.	Contract sum to date (line 1 ± 2)		$7,169,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$1,508,496.60
5.	Retainage:		
	a. 5.00% of completed work	$75,424.88	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$75,424.88
6.	Total earned less retainage (Line 4 less Line 5 Total)		$1,433,071.72
7.	Less previous certificates for payment (Line 6 from prior certificate)		$308,197.93
8.	Current payment due		$1,124,873.79
9.	Balance to finish, including retainage (Line 3 less Line 6)		$5,736,766.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this Month:	$3,880,692.00	$0.00
Totals:	$3,880,692.00	$0.00
Net changes by change order:	$3,880,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 3-1-23

State of: North Carolina

County of: Wake

Subscribed and sworn to before me this 01 day of March 2023

Notary Public: Lori Hill

My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $1,124,873.79

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$48,530.00**	**$19,061.80**	**$0.00**	**$67,591.80**	**21.19%**	**$251,343.20**	**$3,379.60**
— D - Direct Costs		**$0.00**	**$33,745.00**	**$33,745.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$33,745.00**	**$0.00**
— L - Labor		**$0.00**	**$82,318.00**	**$82,318.00**	**$0.00**	**$17,311.40**	**$0.00**	**$17,311.40**	**21.03%**	**$65,006.60**	**$865.58**
— RI - Rental Internal Equipment		**$0.00**	**$8,752.00**	**$8,752.00**	**$0.00**	**$1,750.40**	**$0.00**	**$1,750.40**	**20.00%**	**$7,001.60**	**$87.52**
— (Unspecified Cost Type)		**$194,120.00**	**$0.00**	**$194,120.00**	**$48,530.00**	**$0.00**	**$0.00**	**$48,530.00**	**25.00%**	**$145,590.00**	**$2,426.50**
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$33,450.00**	**$0.00**
Prime Contract: Cost of Work		**$3,095,026.00**	**$0.00**	**$3,095,026.00**	**$275,888.90**	**$564,578.90**	**$0.00**	**$840,467.80**	**27.16%**	**$2,254,558.20**	**$42,023.43**
— D - Direct Costs		**$168,604.00**	**$0.00**	**$168,604.00**	**$18,705.60**	**$43,646.40**	**$0.00**	**$62,352.00**	**36.98%**	**$106,252.00**	**$3,117.62**
3.1.1	Builders Risk	$4,443.00	$0.00	$4,443.00	$1,332.90	$3,110.10	$0.00	$4,443.00	100.00%	$0.00	$222.16
3.1.2	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$12,439.20	$29,024.80	$0.00	$41,464.00	100.00%	$0.00	$2,073.20
3.1.3	Liability Insurance	$16,445.00	$0.00	$16,445.00	$4,933.50	$11,511.50	$0.00	$16,445.00	100.00%	$0.00	$822.26
3.1.4	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
3.1.5	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
— F - Fee		**$134,175.00**	**$0.00**	**$134,175.00**	**$13,417.50**	**$40,252.50**	**$0.00**	**$53,670.00**	**40.00%**	**$80,505.00**	**$2,683.51**
3.2.1	Fee	$134,175.00	$0.00	$134,175.00	$13,417.50	$40,252.50	$0.00	$53,670.00	40.00%	$80,505.00	$2,683.51
— S - Subcontractors		**$1,830,309.00**	**$0.00**	**$1,830,309.00**	**$85,000.00**	**$472,500.00**	**$0.00**	**$557,500.00**	**30.46%**	**$1,272,809.00**	**$27,875.00**
3.3.1	Material Testing	$40,000.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$40,000.00	$0.00
3.3.2	Signage	$58,000.00	$0.00	$58,000.00	$0.00	$7,500.00	$0.00	$7,500.00	12.93%	$50,500.00	$375.00
3.3.3	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$54,500.00	$0.00
3.3.4	Earthwork	$308,588.00	$0.00	$308,588.00	$85,000.00	$0.00	$0.00	$85,000.00	27.54%	$223,588.00	$4,250.00
3.3.5	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$0.00	$30,000.00	$0.00	$30,000.00	9.47%	$286,848.00	$1,500.00
3.3.6	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3.3.7	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$0.00	$210,000.00	$0.00	$210,000.00	47.03%	$236,558.00	$10,500.00
3.3.8	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$0.00	$225,000.00	$0.00	$225,000.00	40.48%	$330,815.00	$11,250.00
— (Unspecified Cost Type)		**$961,938.00**	**$0.00**	**$961,938.00**	**$158,765.80**	**$8,180.00**	**$0.00**	**$166,945.80**	**17.36%**	**$794,992.20**	**$8,347.30**

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 . 4 . 1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
3 . 4 . 2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$6,800.00	$4,080.00	$0.00	$10,880.00	40.00%	$16,320.00	$544.00
3 . 4 . 3	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
3 . 4 . 4	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
3 . 4 . 5	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
3 . 4 . 6	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
3 . 4 . 7	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
3 . 4 . 8	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3 . 4 . 9	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$65,000.00	$1,600.00	$0.00	$66,600.00	33.30%	$133,400.00	$3,330.00
3 . 4 . 10	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3 . 4 . 11	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$0.00	$2,500.00	$0.00	$2,500.00	100.00%	$0.00	$125.00
3 . 4 . 12	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$2,905.80	$0.00	$0.00	$2,905.80	30.00%	$6,780.20	$145.30
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$0.00**	**$600,437.00**	**$0.00**	**$600,437.00**	**16.13%**	**$3,121,990.00**	**$30,021.85**
— D - Direct Costs		**$0.00**	**$477,177.00**	**$477,177.00**	**$0.00**	**$18,943.00**	**$0.00**	**$18,943.00**	**3.97%**	**$458,234.00**	**$947.15**
4 . 1 . 1	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$105,000.00	$0.00
4 . 1 . 2	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$200,000.00	$0.00
4 . 1 . 3	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 . 1 . 4	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$0.00	$3,097.00	$0.00	$3,097.00	100.00%	$0.00	$154.85
4 . 1 . 5	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$0.00	$15,846.00	$0.00	$15,846.00	100.00%	$0.00	$792.30
4 . 1 . 6	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$0.00	$0.00	$0.00	$0.00	0.00%	$103,234.00	$0.00
— F - Fee		**$0.00**	**$172,057.00**	**$172,057.00**	**$0.00**	**$43,014.25**	**$0.00**	**$43,014.25**	**25.00%**	**$129,042.75**	**$2,150.71**
4 . 2 . 1	Fee (5%) CO 1561	$0.00	$172,057.00	$172,057.00	$0.00	$43,014.25	$0.00	$43,014.25	25.00%	$129,042.75	$2,150.71
— S - Subcontractors		**$0.00**	**$3,062,870.00**	**$3,062,870.00**	**$0.00**	**$535,899.00**	**$0.00**	**$535,899.00**	**17.50%**	**$2,526,971.00**	**$26,794.95**
4 . 3 . 1	Demolition & Abatement CO Sub Dem & Abatement	$0.00	$945,000.00	$945,000.00	$0.00	$150,000.00	$0.00	$150,000.00	15.87%	$795,000.00	$7,500.00
4 . 3 . 2	Demolition & Abatement Sub " " 2	$0.00	$6,000.00	$6,000.00	$0.00	$6,000.00	$0.00	$6,000.00	100.00%	$0.00	$300.00
4 . 3 . 3	Hazmat Survey CO Sub Hazmat	$0.00	$29,899.00	$29,899.00	$0.00	$29,899.00	$0.00	$29,899.00	100.00%	$0.00	$1,494.95

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
4.3.4	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
4.3.5	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$0.00	$350,000.00	$0.00	$350,000.00	20.78%	$1,334,030.00	$17,500.00
4.3.6	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$0.00	$0.00	$0.00	$0.00	0.00%	$247,941.00	$0.00
— W - Warranty Charges		**$0.00**	**$10,323.00**	**$10,323.00**	**$0.00**	**$2,580.75**	**$0.00**	**$2,580.75**	**25.00%**	**$7,742.25**	**$129.04**
4.4.1	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$0.00	$2,580.75	$0.00	$2,580.75	25.00%	$7,742.25	$129.04
	Grand Total:	**$3,289,146.00**	**$3,880,692.00**	**$7,169,838.00**	**$324,418.90**	**$1,184,077.70**	**$0.00**	**$1,508,496.60**	**21.04%**	**$5,661,341.40**	**$75,424.88**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #05

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $1,124,873.79 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through February 28, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after February 28, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

March 1 2023

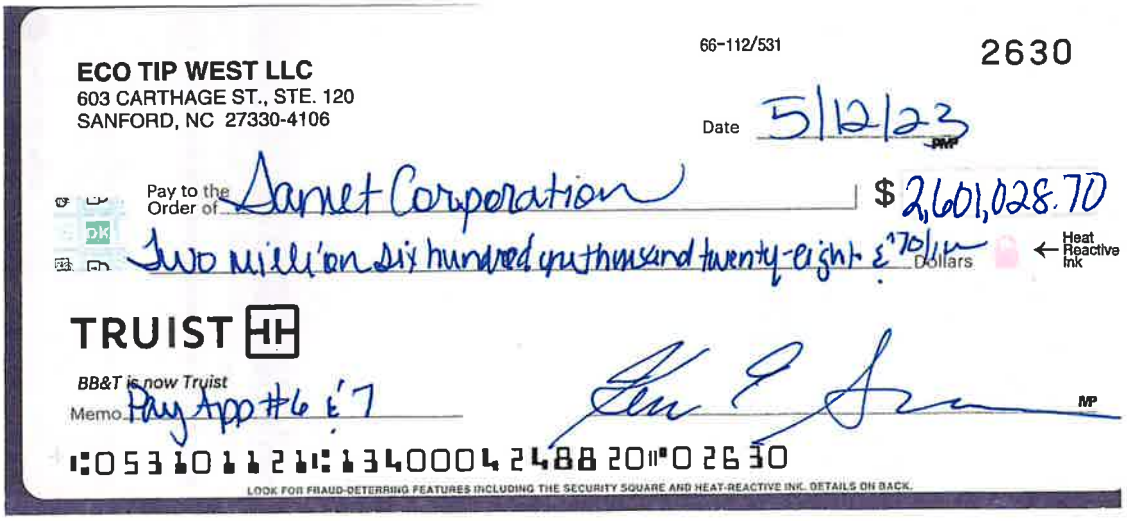
State of: North Carolina County of: Wake

Subscribe and sworn to me this 1st March 2023

Notary Public: Lori Hill

My Commission Expires: 08/08/2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC



ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2630

Date 5/12/23

Pay to the Order of Garnet Corporation $ 2,601,028.70

Two million six hundred one thousand twenty-eight & 70/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App #6 & 7

⑆053101121⑆ 1340004 2488 20⑈0 2630

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

March

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 6
INVOICE NO: 6
PERIOD: 03/01/23 - 03/31/23
PROJECT NOs: 30-192

DISTRIBUTION TO:

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

VIA ARCHITECT/ENGINEER:

CONTRACT DATE: 09/22/22

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,880,692.00
3.	Contract sum to date (line 1 ± 2)		$7,169,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$2,843,248.95
5.	Retainage:		
	a. 5.00% of completed work	$142,162.53	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$142,162.53
6.	Total earned less retainage (Line 4 less Line 5 Total)		$2,701,086.42
7.	Less previous certificates for payment (Line 6 from prior certificate)		$1,433,071.72
8.	Current payment due		$1,268,014.70
9.	Balance to finish, including retainage (Line 3 less Line 6)		$4,468,751.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$3,880,692.00	$0.00
Total approved this Month:	$0.00	$0.00
Totals:	$3,880,692.00	$0.00
Net changes by change order:	$3,880,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 3-29-23

State of: North Carolina

County of: Wake

Subscribed and sworn to before me this 29 day of March 2023

Notary Public: Lori Hill

My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $1,268,014.70

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
D - Direct Costs		**$168,604.00**	**$528,800.00**	**$697,404.00**	**$81,295.00**	**$33,745.00**	**$0.00**	**$115,040.00**	**16.50%**	**$582,364.00**	**$5,752.02**
— Prime Contract: 01A General Conditions		**$0.00**	**$33,745.00**	**$33,745.00**	**$0.00**	**$33,745.00**	**$0.00**	**$33,745.00**	**100.00%**	**$0.00**	**$1,687.25**
1.1.1	General Conditions	$0.00	$33,745.00	$33,745.00	$0.00	$33,745.00	$0.00	$33,745.00	100.00%	$0.00	$1,687.25
— Prime Contract: 01B General Requirements		**$0.00**	**$17,878.00**	**$17,878.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$17,878.00**	**$0.00**
1.2.1	General Requirements	$0.00	$17,878.00	$17,878.00	$0.00	$0.00	$0.00	$0.00	0.00%	$17,878.00	$0.00
— Prime Contract: Cost of Work		**$168,604.00**	**$0.00**	**$168,604.00**	**$62,352.00**	**$0.00**	**$0.00**	**$62,352.00**	**36.98%**	**$106,252.00**	**$3,117.62**
1.3.1	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$222.16
1.3.2	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$2,073.20
1.3.3	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$822.26
1.3.4	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
1.3.5	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
— Prime Contract: PCCO 1		**$0.00**	**$477,177.00**	**$477,177.00**	**$18,943.00**	**$0.00**	**$0.00**	**$18,943.00**	**3.97%**	**$458,234.00**	**$947.15**
F - Fee		**$134,175.00**	**$172,057.00**	**$306,232.00**	**$96,684.25**	**$47,826.90**	**$0.00**	**$144,513.15**	**47.19%**	**$161,718.85**	**$7,225.67**
— Prime Contract: Cost of Work		**$134,175.00**	**$0.00**	**$134,175.00**	**$53,670.00**	**$13,417.50**	**$0.00**	**$67,087.50**	**50.00%**	**$67,087.50**	**$3,354.39**
2.1.1	Fee	$134,175.00	$0.00	$134,175.00	$53,670.00	$13,417.50	$0.00	$67,087.50	50.00%	$67,087.50	$3,354.39
— Prime Contract: PCCO 1		**$0.00**	**$172,057.00**	**$172,057.00**	**$43,014.25**	**$34,411.40**	**$0.00**	**$77,425.65**	**45.00%**	**$94,631.35**	**$3,871.28**
2.2.1	Fee (5%)	$0.00	$172,057.00	$172,057.00	$43,014.25	$34,411.40	$0.00	$77,425.65	45.00%	$94,631.35	$3,871.28
L - Labor		**$0.00**	**$82,318.00**	**$82,318.00**	**$17,311.40**	**$15,615.80**	**$0.00**	**$32,927.20**	**40.00%**	**$49,390.80**	**$1,646.38**
— Prime Contract: 01A General Conditions		**$0.00**	**$82,318.00**	**$82,318.00**	**$17,311.40**	**$15,615.80**	**$0.00**	**$32,927.20**	**40.00%**	**$49,390.80**	**$1,646.38**
RE - Rental Equipment External		**$0.00**	**$15,572.00**	**$15,572.00**	**$0.00**	**$6,228.80**	**$0.00**	**$6,228.80**	**40.00%**	**$9,343.20**	**$311.44**
— Prime Contract: 01B General Requirements		**$0.00**	**$15,572.00**	**$15,572.00**	**$0.00**	**$6,228.80**	**$0.00**	**$6,228.80**	**40.00%**	**$9,343.20**	**$311.44**
RI - Rental Internal Equipment		**$0.00**	**$8,752.00**	**$8,752.00**	**$1,750.40**	**$1,750.40**	**$0.00**	**$3,500.80**	**40.00%**	**$5,251.20**	**$175.04**
— Prime Contract: 01A General Conditions		**$0.00**	**$8,752.00**	**$8,752.00**	**$1,750.40**	**$1,750.40**	**$0.00**	**$3,500.80**	**40.00%**	**$5,251.20**	**$175.04**
S - Subcontractors		**$1,830,309.00**	**$3,062,870.00**	**$4,893,179.00**	**$1,093,399.00**	**$1,195,416.85**	**$0.00**	**$2,288,815.85**	**46.78%**	**$2,604,363.15**	**$114,440.81**
— Prime Contract: Cost of Work		**$1,830,309.00**	**$0.00**	**$1,830,309.00**	**$557,500.00**	**$363,759.20**	**$0.00**	**$921,259.20**	**50.33%**	**$909,049.80**	**$46,062.97**

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
6.1.1	Material Testing	$40,000.00	$0.00	$40,000.00	$0.00	$10,000.00	$0.00	$10,000.00	25.00%	$30,000.00	$500.00
6.1.2	Signage	$58,000.00	$0.00	$58,000.00	$7,500.00	$9,900.00	$0.00	$17,400.00	30.00%	$40,600.00	$870.00
6.1.3	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$54,500.00	$0.00
6.1.4	Earthwork	$308,588.00	$0.00	$308,588.00	$85,000.00	$69,294.00	$0.00	$154,294.00	50.00%	$154,294.00	$7,714.70
6.1.5	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$30,000.00	$96,739.20	$0.00	$126,739.20	40.00%	$190,108.80	$6,336.96
6.1.6	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
6.1.7	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$210,000.00	$124,918.50	$0.00	$334,918.50	75.00%	$111,639.50	$16,745.93
6.1.8	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$225,000.00	$52,907.50	$0.00	$277,907.50	50.00%	$277,907.50	$13,895.38
— Prime Contract: PCCO 1		**$0.00**	**$3,062,870.00**	**$3,062,870.00**	**$535,899.00**	**$831,657.65**	**$0.00**	**$1,367,556.65**	**44.65%**	**$1,695,313.35**	**$68,377.84**
6.2.1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$150,000.00	$180,750.00	$0.00	$330,750.00	35.00%	$614,250.00	$16,537.50
6.2.2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$300.00
6.2.3	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$1,494.95
6.2.4	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$0.00	$37,500.00	$0.00	$37,500.00	25.00%	$112,500.00	$1,875.00
6.2.5	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$350,000.00	$576,216.50	$0.00	$926,216.50	55.00%	$757,813.50	$46,310.83
6.2.6	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$0.00	$37,191.15	$0.00	$37,191.15	15.00%	$210,749.85	$1,859.56
W - Warranty Charges		**$0.00**	**$10,323.00**	**$10,323.00**	**$2,580.75**	**$0.00**	**$0.00**	**$2,580.75**	**25.00%**	**$7,742.25**	**$129.04**
— Prime Contract: PCCO 1		**$0.00**	**$10,323.00**	**$10,323.00**	**$2,580.75**	**$0.00**	**$0.00**	**$2,580.75**	**25.00%**	**$7,742.25**	**$129.04**
7.1.1	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$2,580.75	$0.00	$0.00	$2,580.75	25.00%	$7,742.25	$129.04
(Unspecified Cost Type)		**$1,156,058.00**	**$0.00**	**$1,156,058.00**	**$215,475.80**	**$34,166.60**	**$0.00**	**$249,642.40**	**21.59%**	**$906,415.60**	**$12,482.13**
— Prime Contract: 01A General Conditions		**$194,120.00**	**$0.00**	**$194,120.00**	**$48,530.00**	**$29,118.00**	**$0.00**	**$77,648.00**	**40.00%**	**$116,472.00**	**$3,882.40**
8.1.1	General Conditions	$194,120.00	$0.00	$194,120.00	$48,530.00	$29,118.00	$0.00	$77,648.00	40.00%	$116,472.00	$3,882.40
— Prime Contract: Cost of Work		**$961,938.00**	**$0.00**	**$961,938.00**	**$166,945.80**	**$5,048.60**	**$0.00**	**$171,994.40**	**17.88%**	**$789,943.60**	**$8,599.73**
8.2.1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
8.2.2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$10,880.00	$4,080.00	$0.00	$14,960.00	55.00%	$12,240.00	$748.00
8.2.3	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
8.2.4	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
8 . 2 . 5	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
8 . 2 . 6	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
8 . 2 . 7	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
8 . 2 . 8	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
8 . 2 . 9	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$66,600.00	$0.00	$0.00	$66,600.00	33.30%	$133,400.00	$3,330.00
8 . 2 . 10	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
8 . 2 . 11	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$125.00
8 . 2 . 12	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$2,905.80	$968.60	$0.00	$3,874.40	40.00%	$5,811.60	$193.73
	Grand Total:	**$3,289,146.00**	**$3,880,692.00**	**$7,169,838.00**	**$1,508,496.60**	**$1,334,752.35**	**$0.00**	**$2,843,249.95**	**39.66%**	**$4,326,589.05**	**$142,162.53**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #06

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $1,268,014.70 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through March 31, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after March 31, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

March 29, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this 29 March 2023

Notary Public: Lori Hill

My Commission Expires: 08/08/2026

LORI HILL
NOTARY PUBLIC
WAKE COUNTY, NC

April

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

CONTRACT FOR: Prime Contract

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

VIA ARCHITECT/ENGINEER:

APPLICATION NO: 7
INVOICE NO: 7
PERIOD: 04/01/23 - 04/30/23
PROJECT NOs: 30-192

CONTRACT DATE: 09/22/22

DISTRIBUTION TO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,880,692.00
3.	Contract sum to date (line 1 ± 2)		$7,169,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$4,246,421.60
5.	Retainage		
	a. 5.00% of completed work	$212,321.18	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$212,321.18
6.	Total earned less retainage (Line 4 less Line 5 Total)		$4,034,100.42
7.	Less previous certificates for payment (Line 6 from prior certificate)		$2,701,086.42
8.	Current payment due		$1,333,014.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		$3,135,737.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$3,880,692.00	$0.00
Total approved this Month:	$0.00	$0.00
Totals:	$3,880,692.00	$0.00
Net changes by change order:	$3,880,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 4/26/23

State of: North Carolina

County of: Wake

Subscribed and sworn to before me this 26 day of April 2023

Notary Public: Lori Hill

My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $1,333,014.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

$2,601,028.70

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$147,821.00**	**$57,038.00**	**$0.00**	**$204,859.00**	**64.23%**	**$114,076.00**	**$10,242.97**
— D - Direct Costs		**$0.00**	**$33,745.00**	**$33,745.00**	**$33,745.00**	**$0.00**	**$0.00**	**$33,745.00**	**100.00%**	**$0.00**	**$1,687.25**
— L - Labor		**$0.00**	**$82,318.00**	**$82,318.00**	**$32,927.20**	**$16,463.60**	**$0.00**	**$49,390.80**	**60.00%**	**$32,927.20**	**$2,469.56**
— RI - Rental Internal Equipment		**$0.00**	**$8,752.00**	**$8,752.00**	**$3,500.80**	**$1,750.40**	**$0.00**	**$5,251.20**	**60.00%**	**$3,500.80**	**$262.56**
— (Unspecified Cost Type)		**$194,120.00**	**$0.00**	**$194,120.00**	**$77,648.00**	**$38,824.00**	**$0.00**	**$116,472.00**	**60.00%**	**$77,648.00**	**$5,823.60**
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$6,228.80**	**$3,114.40**	**$0.00**	**$9,343.20**	**27.93%**	**$24,106.80**	**$467.16**
Prime Contract: Cost of Work		**$3,095,026.00**	**$0.00**	**$3,095,026.00**	**$1,222,693.10**	**$555,310.35**	**$0.00**	**$1,778,003.45**	**57.45%**	**$1,317,022.55**	**$88,900.24**
— D - Direct Costs		**$168,604.00**	**$0.00**	**$168,604.00**	**$62,352.00**	**$0.00**	**$0.00**	**$62,352.00**	**36.98%**	**$106,252.00**	**$3,117.62**
3.1.1	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$222.16
3.1.2	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$2,073.20
3.1.3	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$822.26
3.1.4	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
3.1.5	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
— F - Fee		**$134,175.00**	**$0.00**	**$134,175.00**	**$67,087.50**	**$13,417.50**	**$0.00**	**$80,505.00**	**60.00%**	**$53,670.00**	**$4,025.27**
3.2.1	Fee	$134,175.00	$0.00	$134,175.00	$67,087.50	$13,417.50	$0.00	$80,505.00	60.00%	$53,670.00	$4,025.27
— S - Subcontractors		**$1,830,309.00**	**$0.00**	**$1,830,309.00**	**$921,259.20**	**$507,064.25**	**$0.00**	**$1,428,323.45**	**78.04%**	**$401,985.55**	**$71,416.19**
3.3.1	Material Testing	$40,000.00	$0.00	$40,000.00	$10,000.00	$10,000.00	$0.00	$20,000.00	50.00%	$20,000.00	$1,000.00
3.3.2	Signage	$58,000.00	$0.00	$58,000.00	$17,400.00	$0.00	$0.00	$17,400.00	30.00%	$40,600.00	$870.00
3.3.3	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$0.00	$10,900.00	$0.00	$10,900.00	20.00%	$43,600.00	$545.00
3.3.4	Earthwork	$308,588.00	$0.00	$308,588.00	$154,294.00	$77,147.00	$0.00	$231,441.00	75.00%	$77,147.00	$11,572.05
3.3.5	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$126,739.20	$158,424.00	$0.00	$285,163.20	90.00%	$31,684.80	$14,258.16
3.3.6	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3.3.7	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$334,918.50	$111,639.50	$0.00	$446,558.00	100.00%	$0.00	$22,327.91
3.3.8	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$277,907.50	$138,953.75	$0.00	$416,861.25	75.00%	$138,953.75	$20,843.07
— (Unspecified Cost Type)		**$961,938.00**	**$0.00**	**$961,938.00**	**$171,994.40**	**$34,828.60**	**$0.00**	**$206,823.00**	**21.50%**	**$755,115.00**	**$10,341.16**

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 . 4 . 1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$4,203.00
3 . 4 . 2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$14,960.00	$1,360.00	$0.00	$16,320.00	60.00%	$10,880.00	$816.00
3 . 4 . 3	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
3 . 4 . 4	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
3 . 4 . 5	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00
3 . 4 . 6	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
3 . 4 . 7	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$150,000.00	$0.00
3 . 4 . 8	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$0.00	$3,500.00	$0.00	$3,500.00	7.00%	$46,500.00	$175.00
3 . 4 . 9	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$66,600.00	$29,000.00	$0.00	$95,600.00	47.80%	$104,400.00	$4,780.00
3 . 4 . 10	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3 . 4 . 11	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$125.00
3 . 4 . 12	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$3,874.40	$968.60	$0.00	$4,843.00	50.00%	$4,843.00	$242.16
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$1,466,506.05**	**$787,709.90**	**$0.00**	**$2,254,215.95**	**60.56%**	**$1,468,211.05**	**$112,710.81**
– D - Direct Costs		**$0.00**	**$477,177.00**	**$477,177.00**	**$18,943.00**	**$0.00**	**$0.00**	**$18,943.00**	**3.97%**	**$458,234.00**	**$947.15**
4 . 1 . 1	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$105,000.00	$0.00
4 . 1 . 2	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$200,000.00	$0.00
4 . 1 . 3	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 . 1 . 4	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$3,097.00	$0.00	$0.00	$3,097.00	100.00%	$0.00	$154.85
4 . 1 . 5	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$15,846.00	$0.00	$0.00	$15,846.00	100.00%	$0.00	$792.30
4 . 1 . 6	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$0.00	$0.00	$0.00	$0.00	0.00%	$103,234.00	$0.00
– F - Fee		**$0.00**	**$172,057.00**	**$172,057.00**	**$77,425.65**	**$25,808.55**	**$0.00**	**$103,234.20**	**60.00%**	**$68,822.80**	**$5,161.71**
4 . 2 . 1	Fee (5%)	$0.00	$172,057.00	$172,057.00	$77,425.65	$25,808.55	$0.00	$103,234.20	60.00%	$68,822.80	$5,161.71
– S - Subcontractors		**$0.00**	**$3,062,870.00**	**$3,062,870.00**	**$1,367,556.65**	**$759,320.60**	**$0.00**	**$2,126,877.25**	**69.44%**	**$935,992.75**	**$106,343.87**
4 . 3 . 1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$330,750.00	$236,250.00	$0.00	$567,000.00	60.00%	$378,000.00	$28,350.00
4 . 3 . 2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$300.00
4 . 3 . 3	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$1,494.95

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
4.3.4	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$37,500.00	$37,500.00	$0.00	$75,000.00	50.00%	$75,000.00	$3,750.00
4.3.5	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$926,216.50	$336,806.00	$0.00	$1,263,022.50	75.00%	$421,007.50	$63,151.13
4.3.6	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$37,191.15	$148,764.60	$0.00	$185,955.75	75.00%	$61,985.25	$9,297.79
— W - Warranty Charges		**$0.00**	**$10,323.00**	**$10,323.00**	**$2,580.75**	**$2,580.75**	**$0.00**	**$5,161.50**	**50.00%**	**$5,161.50**	**$258.08**
4.4.1	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$2,580.75	$2,580.75	$0.00	$5,161.50	50.00%	$5,161.50	$258.08
	Grand Total:	**$3,289,146.00**	**$3,880,692.00**	**$7,169,838.00**	**$2,843,248.95**	**$1,403,172.65**	**$0.00**	**$4,246,421.60**	**59.23%**	**$2,923,416.40**	**$212,321.18**

66-112/531

2645

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

Date 7/17/23 PMP

Pay to the Order of Samet Corporation $ 711,434 58

Seven hundred eleven thousand four hundred thirty four 58/100 Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay Appt 8

MP

⑆053101121⑆1340004248820⑈02645

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 8
INVOICE NO: 8
PERIOD: 05/01/23 - 05/31/23
PROJECT NOs: 30-192

DISTRIBUTION TO:

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

VIA ARCHITECT/ENGINEER:

CONTRACT DATE: 09/22/22

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,880,692.00
3.	Contract sum to date (line 1 ± 2)		$7,169,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$4,867,215.40
5.	Retainage:		
	a. 2.50% of completed work	$121,680.40	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$121,680.40
6.	Total earned less retainage (Line 4 less Line 5 Total)		$4,745,535.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		$4,034,100.42
8.	Current payment due		$711,434.58
9.	Balance to finish, including retainage (Line 3 less Line 6)		$2,424,303.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$3,880,692.00	$0.00
Total approved this Month:	$0.00	$0.00
Totals:	$3,880,692.00	$0.00
Net changes by change order:	$3,880,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $711,434.58

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$204,859.00**	**$28,519.00**	**$0.00**	**$233,378.00**	**73.17%**	**$85,557.00**	**$5,834.45**
1.1	General Conditions	$194,120.00	$0.00	$194,120.00	$116,472.00	$19,412.00	$0.00	$135,884.00	70.00%	$58,236.00	$3,397.10
1.2	General Conditions	$0.00	$10,073.00	$10,073.00	$6,043.80	$1,007.30	$0.00	$7,051.10	70.00%	$3,021.90	$176.28
1.3	General Conditions	$0.00	$7,266.00	$7,266.00	$4,359.60	$726.60	$0.00	$5,086.20	70.00%	$2,179.80	$127.15
1.4	General Conditions	$0.00	$63,384.00	$63,384.00	$38,030.40	$6,338.40	$0.00	$44,368.80	70.00%	$19,015.20	$1,109.22
1.5	General Conditions	$0.00	$1,595.00	$1,595.00	$957.00	$159.50	$0.00	$1,116.50	70.00%	$478.50	$27.92
1.6	General Conditions	$0.00	$8,752.00	$8,752.00	$5,251.20	$875.20	$0.00	$6,126.40	70.00%	$2,625.60	$153.16
1.7	General Conditions	$0.00	$33,745.00	$33,745.00	$33,745.00	$0.00	$0.00	$33,745.00	100.00%	$0.00	$843.62
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$9,343.20**	**$1,557.20**	**$0.00**	**$10,900.40**	**32.59%**	**$22,549.60**	**$272.51**
2.1	General Requirements	$0.00	$15,572.00	$15,572.00	$9,343.20	$1,557.20	$0.00	$10,900.40	70.00%	$4,671.60	$272.51
2.2	General Requirements	$0.00	$17,878.00	$17,878.00	$0.00	$0.00	$0.00	$0.00	0.00%	$17,878.00	$0.00
Prime Contract: Cost of Work		**$3,095,026.00**	**$0.00**	**$3,095,026.00**	**$1,778,003.45**	**$345,381.15**	**$0.00**	**$2,123,384.60**	**68.61%**	**$971,641.40**	**$53,084.63**
3.1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$2,101.50
3.2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$16,320.00	$2,720.00	$0.00	$19,040.00	70.00%	$8,160.00	$476.00
3.3	Material Testing	$40,000.00	$0.00	$40,000.00	$20,000.00	$0.00	$0.00	$20,000.00	50.00%	$20,000.00	$500.00
3.4	Signage	$58,000.00	$0.00	$58,000.00	$17,400.00	$0.00	$0.00	$17,400.00	30.00%	$40,600.00	$435.00
3.5	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$10,900.00	$0.00	$0.00	$10,900.00	20.00%	$43,600.00	$272.50
3.6	Earthwork	$308,588.00	$0.00	$308,588.00	$231,441.00	$0.00	$0.00	$231,441.00	75.00%	$77,147.00	$5,786.02
3.7	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$100,000.00	$0.00
3.8	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
3.9	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$285,163.20	$0.00	$0.00	$285,163.20	90.00%	$31,684.80	$7,129.08
3.10	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3.11	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$446,558.00	$0.00	$0.00	$446,558.00	100.00%	$0.00	$11,163.95
3.12	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$416,861.25	$27,790.75	$0.00	$444,652.00	80.00%	$111,163.00	$11,116.30
3.13	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$0.00	$0.00	$0.00	$0.00	0.00%	$140,509.00	$0.00

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 . 14	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$0.00	$100,000.00	$0.00	$100,000.00	100.00%	$0.00	$2,500.00
3 . 15	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$0.00	$150,000.00	$0.00	$150,000.00	100.00%	$0.00	$3,750.00
3 . 16	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$3,500.00	$0.00	$0.00	$3,500.00	7.00%	$46,500.00	$87.50
3 . 17	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$95,600.00	$50,000.00	$0.00	$145,600.00	72.80%	$54,400.00	$3,640.00
3 . 18	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3 . 19	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$62.50
3 . 20	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$111.08
3 . 21	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$1,036.60
3 . 22	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$411.13
3 . 23	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$4,843.00	$1,452.90	$0.00	$6,295.90	65.00%	$3,390.10	$157.40
3 . 24	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,689.00	$0.00
3 . 25	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
3 . 26	Fee	$134,175.00	$0.00	$134,175.00	$80,505.00	$13,417.50	$0.00	$93,922.50	70.00%	$40,252.50	$2,348.07
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$2,254,215.95**	**$245,336.45**	**$0.00**	**$2,499,552.40**	**67.15%**	**$1,222,874.60**	**$62,488.81**
4 . 1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$567,000.00	$94,500.00	$0.00	$661,500.00	70.00%	$283,500.00	$16,537.50
4 . 2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$150.00
4 . 3	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$105,000.00	$0.00
4 . 4	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$747.47
4 . 5	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$75,000.00	$15,000.00	$0.00	$90,000.00	60.00%	$60,000.00	$2,250.00
4 . 6	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$1,263,022.50	$84,201.50	$0.00	$1,347,224.00	80.00%	$336,806.00	$33,680.60
4 . 7	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$185,955.75	$24,794.10	$0.00	$210,749.85	85.00%	$37,191.15	$5,268.75
4 . 8	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$200,000.00	$0.00
4 . 9	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 . 10	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$3,097.00	$0.00	$0.00	$3,097.00	100.00%	$0.00	$77.42
4 . 11	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$15,846.00	$0.00	$0.00	$15,846.00	100.00%	$0.00	$396.15
4 . 12	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$5,161.50	$1,032.30	$0.00	$6,193.80	60.00%	$4,129.20	$154.85

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
4 . 13	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$0.00	$0.00	$0.00	$0.00	0.00%	$103,234.00	$0.00
4 . 14	Fee (5%)	$0.00	$172,057.00	$172,057.00	$103,234.20	$25,808.55	$0.00	$129,042.75	75.00%	$43,014.25	$3,226.07
	Grand Total:	**$3,289,146.00**	**$3,880,692.00**	**$7,169,838.00**	**$4,246,421.60**	**$620,793.80**	**$0.00**	**$4,867,215.40**	**67.88%**	**$2,302,622.60**	**$121,680.40**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #08

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, In the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $711,434.58 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through May 31, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after May 31, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

May 23, 2023

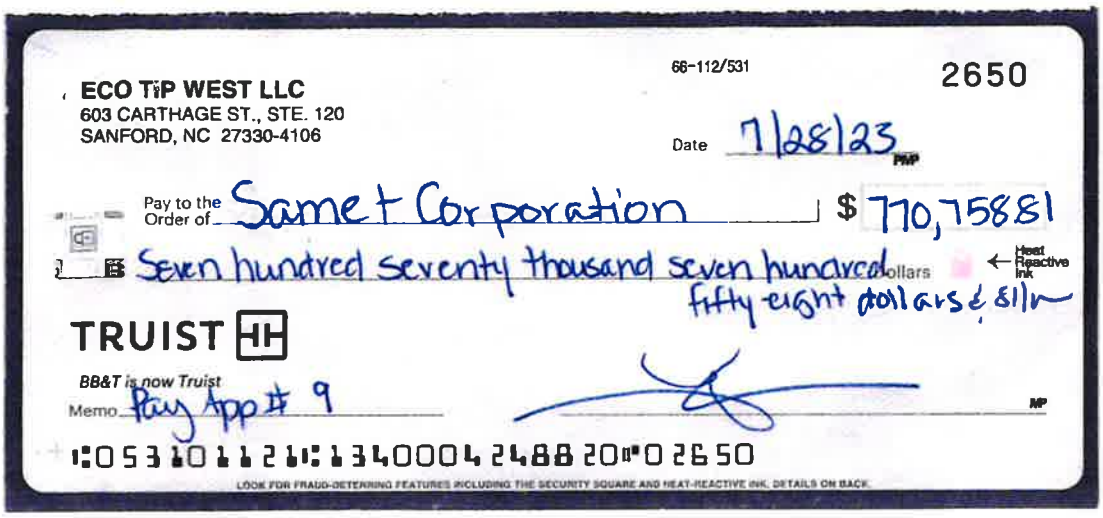
State of: North Carolina County of: Wake

Subscribe and sworn to me this 23 May 2023

Notary Public: _____

My Commission Expires: 08/08/2023

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC



ECO TiP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2650

Date 7/28/23 PMP

Pay to the Order of Samet Corporation $ 770,758.81

Seven hundred seventy thousand seven hundred fifty-eight dollars & 81/100 dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App # 9

MP

⑆053101121⑆1340004 2488 20⑈0 2650

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #09

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, In the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $770,758,81 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through June 30, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after June 30, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

June 26, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this 26 June 2023

Notary Public: Lori Hill

My Commission Expires: August 8, 2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 9
INVOICE NO: 9
PERIOD: 06/01/23 - 06/30/23
PROJECT NOs: 30-192

DISTRIBUTION TO:

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

VIA ARCHITECT/ENGINEER:

CONTRACT DATE: 09/22/22

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,880,692.00
3.	Contract sum to date (line 1 ± 2)		$7,169,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$5,657,436.90
5.	Retainage:		
	a. 2.49% of completed work	$141,143.09	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$141,143.09
6.	Total earned less retainage (Line 4 less Line 5 Total)		$5,516,293.81
7.	Less previous certificates for payment (Line 6 from prior certificate)		$4,745,535.00
8.	Current payment due		$770,758.81
9.	Balance to finish, including retainage (Line 3 less Line 6)		$1,653,544.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$3,880,692.00	$0.00
Total approved this Month:	$0.00	$0.00
Totals:	$3,880,692.00	$0.00
Net changes by change order:	$3,880,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 6-26-23

State of: North Carolina

County of: Wake

Subscribed and sworn to before me this 26 day of June 2023

Notary Public: _____

My commission expires: August 8, 2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $770,758.81

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$233,378.00**	**$42,778.50**	**$0.00**	**$276,156.50**	**86.59%**	**$42,778.50**	**$7,551.57**
1 . 1	General Conditions	$194,120.00	$0.00	$194,120.00	$135,884.00	$29,118.00	$0.00	$165,002.00	85.00%	$29,118.00	$4,853.00
1 . 2	General Conditions	$0.00	$10,073.00	$10,073.00	$7,051.10	$1,510.95	$0.00	$8,562.05	85.00%	$1,510.95	$251.83
1 . 3	General Conditions	$0.00	$7,266.00	$7,266.00	$5,086.20	$1,089.90	$0.00	$6,176.10	85.00%	$1,089.90	$181.65
1 . 4	General Conditions	$0.00	$63,384.00	$63,384.00	$44,368.80	$9,507.60	$0.00	$53,876.40	85.00%	$9,507.60	$1,584.60
1 . 5	General Conditions	$0.00	$1,595.00	$1,595.00	$1,116.50	$239.25	$0.00	$1,355.75	85.00%	$239.25	$39.88
1 . 6	General Conditions	$0.00	$8,752.00	$8,752.00	$6,126.40	$1,312.80	$0.00	$7,439.20	85.00%	$1,312.80	$218.80
1 . 7	General Conditions	$0.00	$33,745.00	$33,745.00	$33,745.00	$0.00	$0.00	$33,745.00	100.00%	$0.00	$421.81
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$10,900.40**	**$2,335.80**	**$0.00**	**$13,236.20**	**39.57%**	**$20,213.80**	**$389.30**
2 . 1	General Requirements	$0.00	$15,572.00	$15,572.00	$10,900.40	$2,335.80	$0.00	$13,236.20	85.00%	$2,335.80	$389.30
2 . 2	General Requirements	$0.00	$17,878.00	$17,878.00	$0.00	$0.00	$0.00	$0.00	0.00%	$17,878.00	$0.00
Prime Contract: Cost of Work		**$3,095,026.00**	**$0.00**	**$3,095,026.00**	**$2,123,384.60**	**$379,369.25**	**$0.00**	**$2,502,753.85**	**80.86%**	**$592,272.15**	**$55,746.41**
3 . 1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$1,050.75
3 . 2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$19,040.00	$4,080.00	$0.00	$23,120.00	85.00%	$4,080.00	$680.00
3 . 3	Material Testing	$40,000.00	$0.00	$40,000.00	$20,000.00	$20,000.00	$0.00	$40,000.00	100.00%	$0.00	$1,500.00
3 . 4	Signage	$58,000.00	$0.00	$58,000.00	$17,400.00	$0.00	$0.00	$17,400.00	30.00%	$40,600.00	$217.50
3 . 5	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$10,900.00	$0.00	$0.00	$10,900.00	20.00%	$43,600.00	$136.25
3 . 6	Earthwork	$308,588.00	$0.00	$308,588.00	$231,441.00	$30,858.80	$0.00	$262,299.80	85.00%	$46,288.20	$7,328.96
3 . 7	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$0.00	$9,050.00	$0.00	$9,050.00	9.05%	$90,950.00	$452.50
3 . 8	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
3 . 9	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$285,163.20	$0.00	$0.00	$285,163.20	90.00%	$31,684.80	$3,564.54
3 . 10	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3 . 11	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$446,558.00	$0.00	$0.00	$446,558.00	100.00%	$0.00	$5,581.97
3 . 12	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$444,652.00	$111,163.00	$0.00	$555,815.00	100.00%	$0.00	$16,674.45
3 . 13	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$0.00	$140,509.00	$0.00	$140,509.00	100.00%	$0.00	$7,025.45

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 . 14	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$100,000.00	$0.00	$0.00	$100,000.00	100.00%	$0.00	$1,250.00
3 . 15	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$150,000.00	$0.00	$0.00	$150,000.00	100.00%	$0.00	$1,875.00
3 . 16	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$3,500.00	$4,000.00	$0.00	$7,500.00	15.00%	$42,500.00	$287.50
3 . 17	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$145,600.00	$0.00	$0.00	$145,600.00	72.80%	$54,400.00	$1,820.00
3 . 18	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3 . 19	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$31.25
3 . 20	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$55.54
3 . 21	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$518.30
3 . 22	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$205.56
3 . 23	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$6,295.90	$1,937.20	$0.00	$8,233.10	85.00%	$1,452.90	$254.26
3 . 24	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$0.00	$37,645.00	$0.00	$37,645.00	47.24%	$42,044.00	$1,882.25
3 . 25	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
3 . 26	Fee	$134,175.00	$0.00	$134,175.00	$93,922.50	$20,126.25	$0.00	$114,048.75	85.00%	$20,126.25	$3,354.38
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$2,499,552.40**	**$365,737.95**	**$0.00**	**$2,865,290.35**	**76.97%**	**$857,136.65**	**$77,455.81**
4 . 1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$661,500.00	$141,750.00	$0.00	$803,250.00	85.00%	$141,750.00	$23,625.00
4 . 2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$75.00
4 . 3	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$105,000.00	$0.00
4 . 4	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$373.73
4 . 5	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$90,000.00	$30,000.00	$0.00	$120,000.00	80.00%	$30,000.00	$3,750.00
4 . 6	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$1,347,224.00	$84,201.50	$0.00	$1,431,425.50	85.00%	$252,604.50	$37,890.68
4 . 7	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$210,749.85	$0.00	$0.00	$210,749.85	85.00%	$37,191.15	$2,634.37
4 . 8	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$0.00	$10,000.00	$0.00	$10,000.00	5.00%	$190,000.00	$500.00
4 . 9	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 . 10	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$3,097.00	$0.00	$0.00	$3,097.00	100.00%	$0.00	$38.71
4 . 11	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$15,846.00	$0.00	$0.00	$15,846.00	100.00%	$0.00	$198.07
4 . 12	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$6,193.80	$2,580.75	$0.00	$8,774.55	85.00%	$1,548.45	$283.89

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
4 . 13	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$0.00	$80,000.00	$0.00	$80,000.00	77.49%	$23,234.00	$4,000.00
4 . 14	Fee (5%)	$0.00	$172,057.00	$172,057.00	$129,042.75	$17,205.70	$0.00	$146,248.45	85.00%	$25,808.55	$4,086.36
	Grand Total:	**$3,289,146.00**	**$3,880,692.00**	**$7,169,838.00**	**$4,867,215.40**	**$790,221.50**	**$0.00**	**$5,657,436.90**	**78.91%**	**$1,512,401.10**	**$141,143.09**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #09

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, In the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $770,758.81 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through June 30, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after June 30, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

June 26, 2023

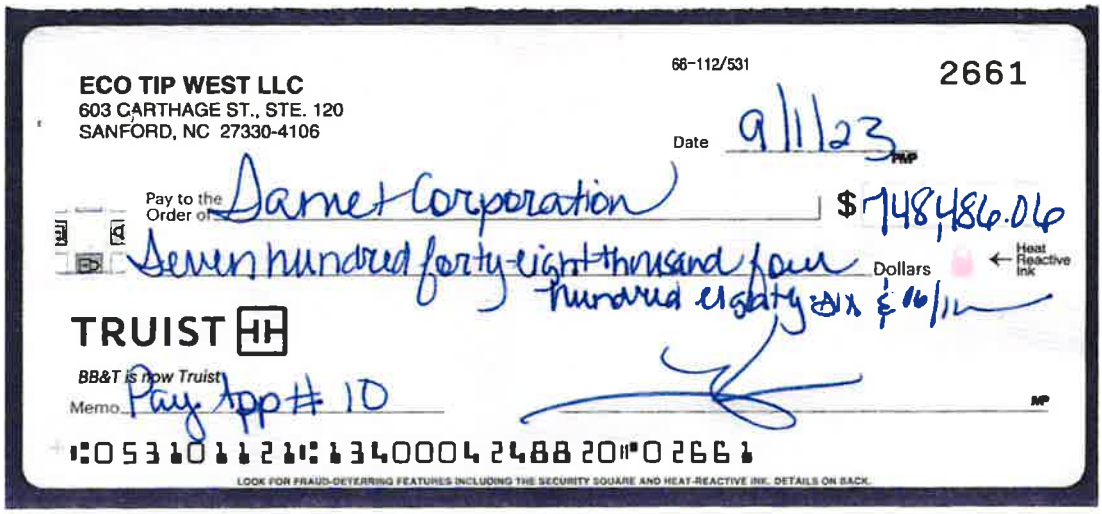
State of: North Carolina County of: Wake

Subscribe and sworn to me this 26 June 2023

Notary Public: Lori Hill

My Commission Expires: August 8, 2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC



ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2661

Date 9/11/23

Pay to the Order of Garnet Corporation $ 748,486.06

Seven hundred forty-eight thousand four hundred eighty-six & 06/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App # 10

⑆053101121⑆ 1340004 2488 20⑈0 2661

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 10
INVOICE NO: 10
PERIOD: 08/01/23 - 08/31/23
PROJECT NOs: 30-192

DISTRIBUTION TO:

OK KJ

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

VIA ARCHITECT/ENGINEER:

CONTRACT DATE: 09/22/22

CONTRACT FOR: Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract. Continuation sheet is attached

1	Original Contract Sum		$3,289,146.00
2	Net change by change orders		$3,780,692.00
3	Contract sum to date (line 1 ± 2)		$7,069,838.00
4	Total completed and stored to date (Column G on detail sheet)		$6,352,733.75
5	Retainage:		
	a. 1.38% of completed work	$87,953.88	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$87,953.88
6.	Total earned less retainage (Line 4 less Line 5 Total)		$6,264,779.87
7	Less previous certificates for payment (Line 6 from prior certificate)		$5,516,293.81
8.	Current payment due		$748,486.06
9.	Balance to finish, including retainage (Line 3 less Line 6)		$805,058.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client	$3,880,692.00	$0.00
Total approved this Month	$2,619,827.00	($2,719,827.00)
Totals	$6,500,519.00	($2,719,827.00)
Net changes by change order	$3,780,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By _____ Date 8-15-23

State of North Carolina

County of Wake

Subscribed and sworn to before me this 15th day of August 2023

Notary Public Lori Hill

My commission expires: 08 August 2026

LORI HILL
NOTARY PUBLIC
WAKE COUNTY, NC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $748,486.06

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By _____ Date _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract

New Requirements

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$276,156.50**	**$42,778.50**	**$0.00**	**$318,935.00**	**100.00%**	**$0.00**	**$4,845.24**
1 . 1	General Conditions	$104,120.00	$0.00	$104,120.00	$165,002.00	$29,118.00	$0.00	$194,120.00	100.00%	$0.00	$3,154.45
1 . 2	General Conditions	$0.00	$10,073.00	$10,073.00	$8,562.05	$1,510.95	$0.00	$10,073.00	100.00%	$0.00	$163.69
1 . 3	General Conditions	$0.00	$7,266.00	$7,266.00	$6,176.10	$1,089.90	$0.00	$7,266.00	100.00%	$0.00	$118.07
1 . 4	General Conditions	$0.00	$63,384.00	$63,384.00	$53,876.40	$9,507.60	$0.00	$63,384.00	100.00%	$0.00	$1,029.99
1 . 5	General Conditions	$0.00	$1,595.00	$1,595.00	$1,355.75	$239.25	$0.00	$1,595.00	100.00%	$0.00	$25.92
1 . 6	General Conditions	$0.00	$8,752.00	$8,752.00	$7,439.20	$1,312.80	$0.00	$8,752.00	100.00%	$0.00	$142.22
1 . 7	General Conditions	$0.00	$33,745.00	$33,745.00	$33,745.00	$0.00	$0.00	$33,745.00	100.00%	$0.00	$210.90
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$13,236.20**	**$2,335.80**	**$0.00**	**$15,572.00**	**46.55%**	**$17,878.00**	**$253.04**
2 . 1	General Requirements	$0.00	$15,572.00	$15,572.00	$13,236.20	$2,335.80	$0.00	$15,572.00	100.00%	$0.00	$253.04
2 . 2	General Requirements	$0.00	$17,878.00	$17,878.00	$0.00	$0.00	$0.00	$0.00	0.00%	$17,878.00	$0.00
Prime Contract: Cost of Work		**$3,093,028.00**	**$0.00**	**$3,093,028.00**	**$2,502,753.85**	**$124,105.90**	**$0.00**	**$2,626,859.75**	**84.87%**	**$468,166.25**	**$30,975.81**
3 . 1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$525.37
3 . 2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$23,120.00	$4,080.00	$0.00	$27,200.00	100.00%	$0.00	$442.00
3 . 3	Material Testing	$40,000.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100.00%	$0.00	$750.00
3 . 4	Signage	$58,000.00	$0.00	$58,000.00	$17,400.00	$40,600.00	$0.00	$58,000.00	100.00%	$0.00	$1,123.75
3 . 5	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$10,900.00	$0.00	$0.00	$10,900.00	20.00%	$43,600.00	$68.12
3 . 6	Earthwork	$308,588.00	$0.00	$308,588.00	$262,299.80	$46,288.20	$0.00	$308,588.00	100.00%	$0.00	$4,821.68
3 . 7	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$9,050.00	$0.00	$0.00	$9,050.00	9.05%	$90,950.00	$226.25
3 . 8	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
3 . 9	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$285,163.20	$31,684.80	$0.00	$316,848.00	100.00%	$0.00	$2,574.39
3 . 10	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3 . 11	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$446,558.00	$0.00	$0.00	$446,558.00	100.00%	$0.00	$2,790.98
3 . 12	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$555,815.00	$0.00	$0.00	$555,815.00	100.00%	$0.00	$8,337.22
3 . 13	Fox Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$140,509.00	$0.00	$0.00	$140,509.00	100.00%	$0.00	$3,512.72

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 14	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$100,000.00	$0.00	$0.00	$100,000.00	100.00%	$0.00	$625.00
3 15	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$150,000.00	$0.00	$0.00	$150,000.00	100.00%	$0.00	$937.50
3 16	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$7,500.00	$0.00	$0.00	$7,500.00	15.00%	$42,500.00	$143.75
3 17	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$145,600.00	$0.00	$0.00	$145,600.00	72.80%	$54,400.00	$910.00
3 18	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3 19	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$15.62
3 20	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$27.77
3 21	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$259.15
3 22	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$102.78
3 23	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$8,233.10	$1,452.90	$0.00	$9,686.00	100.00%	$0.00	$163.45
3 24	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$37,645.00	$0.00	$0.00	$37,645.00	47.24%	$42,044.00	$941.12
3 25	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
3 26	Fee	$134,175.00	$0.00	$134,175.00	$114,048.75	$0.00	$0.00	$114,048.75	85.00%	$20,126.25	$1,677.19
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$2,865,290.35**	**$526,076.65**	**$0.00**	**$3,391,367.00**	**91.11%**	**$331,060.00**	**$51,879.79**
4 1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$803,250.00	$141,750.00	$0.00	$945,000.00	100.00%	$0.00	$15,356.25
4 2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$37.50
4 3	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$0.00	$52,174.00	$0.00	$52,174.00	49.69%	$52,826.00	$1,304.35
4 4	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$186.86
4 5	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$120,000.00	$15,000.00	$0.00	$135,000.00	90.00%	$15,000.00	$2,250.00
4 6	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$1,431,425.50	$252,604.50	$0.00	$1,684,030.00	100.00%	$0.00	$25,260.45
4 7	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$210,749.85	$37,191.15	$0.00	$247,941.00	100.00%	$0.00	$2,246.96
4 8	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$10,000.00	$0.00	$0.00	$10,000.00	5.00%	$190,000.00	$250.00
4 9	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 10	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$3,097.00	$0.00	$0.00	$3,097.00	100.00%	$0.00	$19.35
4 11	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$15,846.00	$0.00	$0.00	$15,846.00	100.00%	$0.00	$99.03
4 12	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$8,774.55	$1,548.45	$0.00	$10,323.00	100.00%	$0.00	$180.65

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
4 . 13	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$80,000.00	$0.00	$0.00	$80,000.00	77.49%	$23,234.00	$2,000.00
4 14	Fee (5%)	$0.00	$172,057.00	$172,057.00	$146,248.45	$25,808.55	$0.00	$172,057.00	100.00%	$0.00	$2,688.39
Prime Contract: (Unspecified Prime Contract)		**$0.00**	**($100,000.00)**	**($100,000.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**($100,000.00)**	**$0.00**
Grand Total:		**$3,289,146.00**	**$3,780,892.00**	**$7,069,038.00**	**$5,657,436.90**	**$695,296.85**	**$0.00**	**$6,352,733.75**	**89.86%**	**$717,104.25**	**$87,953.88**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #10

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $748,486.06 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through July 31, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after July 31, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

August 15, 2023

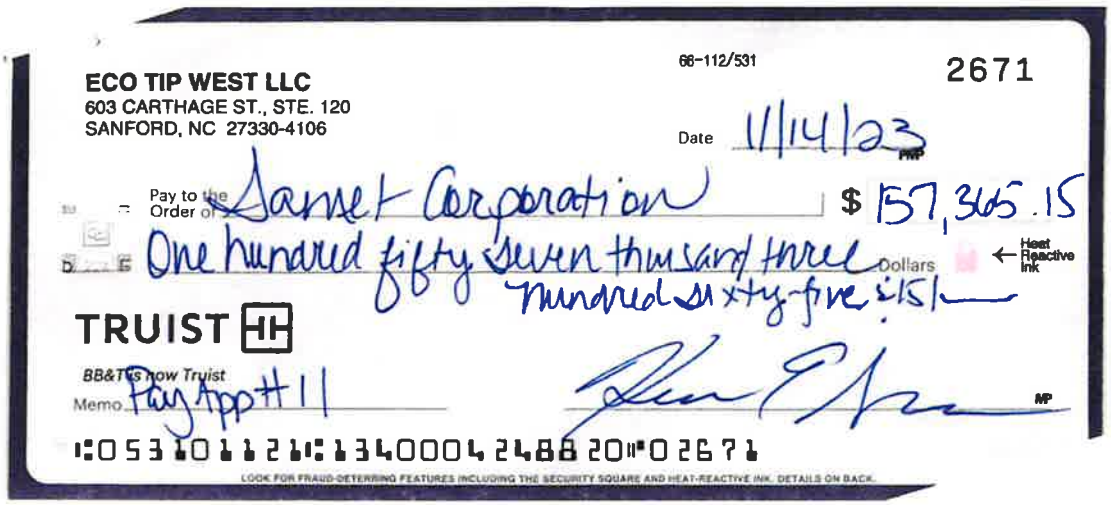
State of: North Carolina County of: Wake

Subscribe and sworn to me this 15 August 2023

Notary Public: Lori Hill

My Commission Expires: 08 August 2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC



ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2671

Date 11/14/23

Pay to the Order of Samet Corporation $ 157,365.15

One hundred fifty seven thousand three hundred sixty-five & 15/— Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo Pay App #11

⑆053101121⑆1340004248820⑈02671

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #11

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $157,365.15 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through September 30, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after September 30, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

September 29, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this September 29, 2023

Notary Public: Bethany Hartman

My Commission Expires: 01/26/2027

BETHANY HARTMAN
My Commission Expires
NOTARY PUBLIC
January 26, 2027
WAKE COUNTY, NC

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
ECO TIP WEST, LLC
PO Drawer 9 Sanford, North Carolina 27331 United States

FROM CONTRACTOR:
Samet Corporation
P. O. Box 8050 Greensboro, North Carolina 27419 United States

CONTRACT FOR: Prime Contract

PROJECT:
TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

VIA ARCHITECT/ENGINEER:

APPLICATION NO: 11
INVOICE NO: 11
PERIOD: 09/01/23 - 09/30/23
PROJECT NOs: 30-192

CONTRACT DATE: 09/22/22

DISTRIBUTION TO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,780,692.00
3.	Contract sum to date (line 1 ± 2)		$7,069,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$6,469,029.25
5.	Retainage:		
	a. 0.72% of completed work	$46,884.23	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$46,884.23
6.	Total earned less retainage (Line 4 less Line 5 Total)		$6,422,145.02
7.	Less previous certificates for payment (Line 6 from prior certificate)		$6,264,779.87
8.	Current payment due		$157,365.15
9.	Balance to finish, including retainage (Line 3 less Line 6)		$647,692.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$6,500,519.00	($2,719,827.00)
Total approved this Month:	$0.00	$0.00
Totals:	$6,500,519.00	($2,719,827.00)
Net changes by change order:	$3,780,692.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Samet Corporation

By: _____ Date: 9-29-23

State of: North Carolina

County of: Wake

Subscribed and sworn to before me this 29 day of September 2023

Notary Public: Bethany Hartman

My commission expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires January 26, 2027

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $157,365.15

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$318,935.00**	**$0.00**	**$0.00**	**$318,935.00**	**100.00%**	**$0.00**	**$2,422.60**
1 1	General Conditions	$194,120.00	$0.00	$194,120.00	$194,120.00	$0.00	$0.00	$194,120.00	100.00%	$0.00	$1,577.22
1 2	General Conditions	$0.00	$10,073.00	$10,073.00	$10,073.00	$0.00	$0.00	$10,073.00	100.00%	$0.00	$81.84
1 3	General Conditions	$0.00	$7,266.00	$7,266.00	$7,266.00	$0.00	$0.00	$7,266.00	100.00%	$0.00	$59.03
1 4	General Conditions	$0.00	$63,384.00	$63,384.00	$63,384.00	$0.00	$0.00	$63,384.00	100.00%	$0.00	$514.99
1 5	General Conditions	$0.00	$1,595.00	$1,595.00	$1,595.00	$0.00	$0.00	$1,595.00	100.00%	$0.00	$12.96
1 6	General Conditions	$0.00	$8,752.00	$8,752.00	$8,752.00	$0.00	$0.00	$8,752.00	100.00%	$0.00	$71.11
1 7	General Conditions	$0.00	$33,745.00	$33,745.00	$33,745.00	$0.00	$0.00	$33,745.00	100.00%	$0.00	$105.45
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$15,572.00**	**$17,878.00**	**$0.00**	**$33,450.00**	**100.00%**	**$0.00**	**$573.47**
2 1	General Requirements	$0.00	$15,572.00	$15,572.00	$15,572.00	$0.00	$0.00	$15,572.00	100.00%	$0.00	$126.52
2 2	General Requirements	$0.00	$17,878.00	$17,878.00	$0.00	$17,878.00	$0.00	$17,878.00	100.00%	$0.00	$446.95
Prime Contract: Cost of Work		**$3,095,026.00**	**$0.00**	**$3,095,026.00**	**$2,626,859.75**	**$13,417.50**	**$0.00**	**$2,640,277.25**	**85.31%**	**$454,748.75**	**$15,823.30**
3 1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$262.68
3 2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$27,200.00	$0.00	$0.00	$27,200.00	100.00%	$0.00	$221.00
3 3	Material Testing	$40,000.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100.00%	$0.00	$375.00
3 4	Signage	$58,000.00	$0.00	$58,000.00	$58,000.00	$0.00	$0.00	$58,000.00	100.00%	$0.00	$561.87
3 5	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$10,900.00	$0.00	$0.00	$10,900.00	20.00%	$43,600.00	$34.06
3 6	Earthwork	$308,588.00	$0.00	$308,588.00	$308,588.00	$0.00	$0.00	$308,588.00	100.00%	$0.00	$2,410.84
3 7	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$9,050.00	$0.00	$0.00	$9,050.00	9.05%	$90,950.00	$113.12
3 8	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$0.00	$0.00	$0.00	0.00%	$85,483.00	$0.00
3 9	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$316,848.00	$0.00	$0.00	$316,848.00	100.00%	$0.00	$1,287.19
3 10	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
3 11	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$446,558.00	$0.00	$0.00	$446,558.00	100.00%	$0.00	$1,395.49
3 12	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$555,815.00	$0.00	$0.00	$555,815.00	100.00%	$0.00	$4,168.61
3 13	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$140,509.00	$0.00	$0.00	$140,509.00	100.00%	$0.00	$1,756.36

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 . 14	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$100,000.00	$0.00	$0.00	$100,000.00	100.00%	$0.00	$312.50
3 . 15	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$150,000.00	$0.00	$0.00	$150,000.00	100.00%	$0.00	$468.75
3 . 16	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$7,500.00	$0.00	$0.00	$7,500.00	15.00%	$42,500.00	$71.87
3 . 17	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$145,600.00	$0.00	$0.00	$145,600.00	72.80%	$54,400.00	$455.00
3 . 18	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3 . 19	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$7.81
3 . 20	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$13.88
3 . 21	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$129.57
3 . 22	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$51.39
3 . 23	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$9,686.00	$0.00	$0.00	$9,686.00	100.00%	$0.00	$81.72
3 . 24	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$37,645.00	$0.00	$0.00	$37,645.00	47.24%	$42,044.00	$470.56
3 . 25	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,563.00	$0.00
3 . 26	Fee	$134,175.00	$0.00	$134,175.00	$114,048.75	$13,417.50	$0.00	$127,466.25	95.00%	$6,708.75	$1,174.03
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$3,391,367.00**	**$85,000.00**	**$0.00**	**$3,476,367.00**	**93.39%**	**$246,060.00**	**$28,064.86**
4 . 1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$945,000.00	$0.00	$0.00	$945,000.00	100.00%	$0.00	$7,678.12
4 . 2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$18.75
4 . 3	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$52,174.00	$0.00	$0.00	$52,174.00	49.69%	$52,826.00	$652.17
4 . 4	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$93.43
4 . 5	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$135,000.00	$15,000.00	$0.00	$150,000.00	100.00%	$0.00	$1,500.00
4 . 6	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$1,684,030.00	$0.00	$0.00	$1,684,030.00	100.00%	$0.00	$12,630.22
4 . 7	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$247,941.00	$0.00	$0.00	$247,941.00	100.00%	$0.00	$1,123.48
4 . 8	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$10,000.00	$70,000.00	$0.00	$80,000.00	40.00%	$120,000.00	$1,875.00
4 . 9	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 . 10	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$3,097.00	$0.00	$0.00	$3,097.00	100.00%	$0.00	$9.67
4 . 11	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$15,846.00	$0.00	$0.00	$15,846.00	100.00%	$0.00	$49.51
4 . 12	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$10,323.00	$0.00	$0.00	$10,323.00	100.00%	$0.00	$90.32

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
4 13	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$80,000.00	$0.00	$0.00	$80,000.00	77.49%	$23,234.00	$1,000.00
4 14	Fee (5%)	$0.00	$172,057.00	$172,057.00	$172,057.00	$0.00	$0.00	$172,057.00	100.00%	$0.00	$1,344.19
Prime Contract: (Unspecified Prime Contract)		**$0.00**	**($100,000.00)**	**($100,000.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**($100,000.00)**	**$0.00**
Grand Total:		**$3,289,146.00**	**$3,780,692.00**	**$7,069,838.00**	**$6,352,733.75**	**$116,295.50**	**$0.00**	**$6,469,029.25**	**91.50%**	**$600,808.75**	**$46,884.23**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT: TIP West Infrastructure
338 Pea Ridge Road, New Hill, NC 27562
New Hill, North Carolina 27526

APPLICATION NO: 12
APPLICATION DATE:
PERIOD TO: 11/30/23
PROJECT NO: 30-192
CONTRACT DATE: 9/22/2022

Distribution to:
[X] OWNER
[X] DESIGN-BUILDER

FROM DESIGN-BUILDER:
Samet Corporation
P. O. Box 8050
Greensboro, North Carolina 27419

CONTRACT FOR: Prime Contract

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$3,289,146.00
2.	Net change by change orders		$3,780,692.00
3.	Contract Sum to date (Line 1 ± 2)		$7,069,838.00
4.	Total completed and stored to date (Column G on detail sheet)		$6,992,738.00
5.	Retainage:		
	a. 0.00% of completed work	$0.00	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$6,992,738.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		$6,422,145.02
8.	Current payment due:		$570,592.98
9.	Balance to finish, including retainage (Line 3 less Line 6)		$77,100.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	$6,500,519.00	$(2,719,827.00)
Total approved this month:	$0.00	$0.00
Totals:	$6,500,519.00	$(2,719,827.00)
Net change by change orders:	$3,780,692.00	

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER:

By: _____ Date: 12/5/23

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 5th day of December 2023
Notary Public: Bethany Hartman
My commission expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC WAKE COUNTY NC My Commission Expires January 26, 2027

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies that to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . .$ $570,592.98

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
Prime Contract: 01A General Conditions		**$194,120.00**	**$124,815.00**	**$318,935.00**	**$318,935.00**	**$0.00**	**$0.00**	**$318,935.00**	**100.00%**	**$0.00**	**$0.00**
Prime Contract: 01B General Requirements		**$0.00**	**$33,450.00**	**$33,450.00**	**$33,450.00**	**$0.00**	**$0.00**	**$33,450.00**	**100.00%**	**$0.00**	**$0.00**
2.1	General Requirements	$0.00	$15,572.00	$15,572.00	$15,572.00	$0.00	$0.00	$15,572.00	100.00%	$0.00	$0.00
2.2	General Requirements	$0.00	$17,878.00	$17,878.00	$17,878.00	$0.00	$0.00	$17,878.00	100.00%	$0.00	$0.00
Prime Contract: Cost of Work		**$3,095,026.00**	**$0.00**	**$3,095,026.00**	**$2,640,277.25**	**$327,648.75**	**$0.00**	**$2,967,926.00**	**95.89%**	**$127,100.00**	**$0.00**
3.1	Design & Preconstruction	$84,060.00	$0.00	$84,060.00	$84,060.00	$0.00	$0.00	$84,060.00	100.00%	$0.00	$0.00
3.2	Temp Facilities & Control	$27,200.00	$0.00	$27,200.00	$27,200.00	$0.00	$0.00	$27,200.00	100.00%	$0.00	$0.00
3.3	Material Testing	$40,000.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100.00%	$0.00	$0.00
3.4	Signage	$58,000.00	$0.00	$58,000.00	$58,000.00	$0.00	$0.00	$58,000.00	100.00%	$0.00	$0.00
3.5	Site Conduit Allowance	$54,500.00	$0.00	$54,500.00	$10,900.00	$0.00	$0.00	$10,900.00	20.00%	$43,600.00	$0.00
3.6	Earthwork	$308,588.00	$0.00	$308,588.00	$308,588.00	$0.00	$0.00	$308,588.00	100.00%	$0.00	$0.00
3.7	Earthwork Allowances	$100,000.00	$0.00	$100,000.00	$9,050.00	$90,950.00	$0.00	$100,000.00	100.00%	$0.00	$0.00
3.8	Earthwork Pond Allocation	$85,483.00	$0.00	$85,483.00	$0.00	$85,483.00	$0.00	$85,483.00	100.00%	$0.00	$0.00
3.9	Paving & Curbs	$316,848.00	$0.00	$316,848.00	$316,848.00	$0.00	$0.00	$316,848.00	100.00%	$0.00	$0.00
3.10	Landscaping & Irrigation	$50,000.00	$0.00	$50,000.00	$0.00	$21,500.00	$0.00	$21,500.00	43.00%	$28,500.00	$0.00
3.11	Fire & Domestic Water	$446,558.00	$0.00	$446,558.00	$446,558.00	$0.00	$0.00	$446,558.00	100.00%	$0.00	$0.00
3.12	Sanitary Sewer	$555,815.00	$0.00	$555,815.00	$555,815.00	$0.00	$0.00	$555,815.00	100.00%	$0.00	$0.00
3.13	Pea Ridge Road Right Turn into Site	$140,509.00	$0.00	$140,509.00	$140,509.00	$0.00	$0.00	$140,509.00	100.00%	$0.00	$0.00
3.14	Pea Ridge Road & US-1 Improvements- 100' Right Turn	$100,000.00	$0.00	$100,000.00	$100,000.00	$0.00	$0.00	$100,000.00	100.00%	$0.00	$0.00
3.15	Pea Ridge Road & US-1 Improvements 150' Right Turn	$150,000.00	$0.00	$150,000.00	$150,000.00	$0.00	$0.00	$150,000.00	100.00%	$0.00	$0.00
3.16	Utility Relocation Allowance	$50,000.00	$0.00	$50,000.00	$7,500.00	$0.00	$0.00	$7,500.00	15.00%	$42,500.00	$0.00
3.17	Enabling Work Allowance	$200,000.00	$0.00	$200,000.00	$145,600.00	$54,400.00	$0.00	$200,000.00	100.00%	$0.00	$0.00
3.18	Permits Allowance	$12,500.00	$0.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$12,500.00	$0.00
3.19	NCDOT Bonds Allowance	$2,500.00	$0.00	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$0.00
3.20	Builders Risk	$4,443.00	$0.00	$4,443.00	$4,443.00	$0.00	$0.00	$4,443.00	100.00%	$0.00	$0.00

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
3 . 21	Subcontractor Default Insurance	$41,464.00	$0.00	$41,464.00	$41,464.00	$0.00	$0.00	$41,464.00	100.00%	$0.00	$0.00
3 . 22	Liability Insurance	$16,445.00	$0.00	$16,445.00	$16,445.00	$0.00	$0.00	$16,445.00	100.00%	$0.00	$0.00
3 . 23	Project Closeout & Technology	$9,686.00	$0.00	$9,686.00	$9,686.00	$0.00	$0.00	$9,686.00	100.00%	$0.00	$0.00
3 . 24	Contractor Contingency 3%	$79,689.00	$0.00	$79,689.00	$37,645.00	$42,044.00	$0.00	$79,689.00	100.00%	$0.00	$0.00
3 . 25	Escalation Contingency 1%	$26,563.00	$0.00	$26,563.00	$0.00	$26,563.00	$0.00	$26,563.00	100.00%	$0.00	$0.00
3 . 26	Fee	$134,175.00	$0.00	$134,175.00	$127,466.25	$6,708.75	$0.00	$134,175.00	100.00%	$0.00	$0.00
Prime Contract: PCCO 1		**$0.00**	**$3,722,427.00**	**$3,722,427.00**	**$3,476,367.00**	**$196,060.00**	**$0.00**	**$3,672,427.00**	**98.66%**	**$50,000.00**	**$0.00**
4 . 1	Demolition & Abatement	$0.00	$945,000.00	$945,000.00	$945,000.00	$0.00	$0.00	$945,000.00	100.00%	$0.00	$0.00
4 . 2	Demolition & Abatement	$0.00	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$0.00
4 . 3	Demolition & Abatement	$0.00	$105,000.00	$105,000.00	$52,174.00	$52,826.00	$0.00	$105,000.00	100.00%	$0.00	$0.00
4 . 4	Hazmat Survey	$0.00	$29,899.00	$29,899.00	$29,899.00	$0.00	$0.00	$29,899.00	100.00%	$0.00	$0.00
4 . 5	Geotechnical Testing	$0.00	$150,000.00	$150,000.00	$150,000.00	$0.00	$0.00	$150,000.00	100.00%	$0.00	$0.00
4 . 6	Earthwork	$0.00	$1,684,030.00	$1,684,030.00	$1,684,030.00	$0.00	$0.00	$1,684,030.00	100.00%	$0.00	$0.00
4 . 7	Offsite Roadway Improvements	$0.00	$247,941.00	$247,941.00	$247,941.00	$0.00	$0.00	$247,941.00	100.00%	$0.00	$0.00
4 . 8	Unforseen Conditions Allowance	$0.00	$200,000.00	$200,000.00	$80,000.00	$120,000.00	$0.00	$200,000.00	100.00%	$0.00	$0.00
4 . 9	Permits Allowance	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$50,000.00	$0.00
4 . 10	Builders Risk (.09%)	$0.00	$3,097.00	$3,097.00	$3,097.00	$0.00	$0.00	$3,097.00	100.00%	$0.00	$0.00
4 . 11	Liability Insurance (.41%)	$0.00	$15,846.00	$15,846.00	$15,846.00	$0.00	$0.00	$15,846.00	100.00%	$0.00	$0.00
4 . 12	Project Closeout (.3%)	$0.00	$10,323.00	$10,323.00	$10,323.00	$0.00	$0.00	$10,323.00	100.00%	$0.00	$0.00
4 . 13	Contingency (3%)	$0.00	$103,234.00	$103,234.00	$80,000.00	$23,234.00	$0.00	$103,234.00	100.00%	$0.00	$0.00
4 . 14	Fee (5%)	$0.00	$172,057.00	$172,057.00	$172,057.00	$0.00	$0.00	$172,057.00	100.00%	$0.00	$0.00
Prime Contract: (Unspecified Prime Contract)		**$0.00**	**($100,000.00)**	**($100,000.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**($100,000.00)**	**$0.00**
Grand Total:		**$3,289,146.00**	**$3,780,892.00**	**$7,069,838.00**	**$6,469,029.25**	**$523,708.75**	**$0.00**	**$6,992,738.00**	**98.91%**	**$77,100.00**	**$0.00**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #12

WHERAS, the undersigned has been employed by:

ECO TIP WEST , LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Infrastructure
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $570,592.98 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through November 30, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after November 30, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

December 5, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this 12/5/23

Notary Public: Bethany Hartman

My Commission Expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires January 26, 2027

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2670

Date 11/14/23 PMP

Pay to the Order of Garnet Corporation $ 1,944,771.82

One Million nine hundred forty-four thousand seven hundred seventy-seven & 82/100 Dollars

Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo TIP Lot 2 Pay Apps 1-3

MP

⑆053101121⑆ 3400042488 20⑈02670

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

$1,944,771.82

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT: TIP Lot 2
338 Pea Ridge Road
New Hill, North Carolina 27562

APPLICATION NO: 1
APPLICATION DATE: 8/31/2023
PERIOD TO: 08/31/23
PROJECT NO: 30-247
CONTRACT DATE:

Distribution to:
[X] OWNER
[X] DESIGN-BUILDER

FROM DESIGN-BUILDER:

OK

CONTRACT FOR: Prime Contract

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$2,619,827.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$2,619,827.00
4.	Total completed and stored to date (Column G on detail sheet)		$21,658.84
5.	Retainage:		
	a. 0.00% of completed work	$0.00	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$21,658.84
7.	Less previous certificates for payment (Line 6 from prior certificate)		$0.00
8.	Current payment due:		$21,658.84
9.	Balance to finish, including retainage (Line 3 less Line 6)		$2,598,168.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders.	$0.00	

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER:

By: _____ Date: 8-29-23

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 29th day of August 2023
Notary Public: Lori Hill
My commission expires: 08/08/2026

LORI HILL NOTARY PUBLIC WAKE COUNTY, NC

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies that to the best of the Owners knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . .$ $21,658.84

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Design Builder's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 8/31/2023
PERIOD: 08/01/23 - 08/31/23

DESIGN-BUILDER'S PROJECT NO.: 30-247

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	$270,823.00	$0.00	$13,541.15	$0.00	$13,541.15	5.00%	$257,281.85	$0.00
2	CMT Allowance/Balance of Funding	$104,265.00	$0.00	$0.00	$0.00	$0.00	0.00%	$104,265.00	$0.00
3	Misc. General Requirements	$350.22	$0.00	$0.00	$0.00	$0.00	0.00%	$350.22	$0.00
4	Sludge T&D/Backfill	$1,696,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,696,000.00	$0.00
5	Water/Sewer Design Changes	$37,645.00	$0.00	$0.00	$0.00	$0.00	0.00%	$37,645.00	$0.00
6	Builders Risk	$157.60	$0.00	$157.60	$0.00	$157.60	100.00%	$0.00	$0.00
7	Liability Insurance	$717.94	$0.00	$717.94	$0.00	$717.94	100.00%	$0.00	$0.00
8	Project Closeout	$525.32	$0.00	$0.00	$0.00	$0.00	0.00%	$525.32	$0.00
9	EMP Oversight	$164,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$164,500.00	$0.00
10	Water Hauling Allowance	$200,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$200,000.00	$0.00
11	Fee & Insurance	$144,842.92	$0.00	$7,242.15	$0.00	$7,242.15	5.00%	$137,600.77	$0.00
	TOTALS:	**$2,619,827.00**	**$0.00**	**$21,658.84**	**$0.00**	**$21,658.84**	**0.83%**	**$2,598,168.16**	**$0.00**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$2,619,827.00**	**$0.00**	**$21,658.84**	**$0.00**	**$21,658.84**	**0.83%**	**$2,598,168.16**	**$0.00**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #01

WHERAS, the undersigned has been employed by:

ECO TIP WEST, LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP West Lot 2
338 Pea Ridge Rd.
New Hill, NC 27562
(Project Address)

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $21,658.84 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through August 31, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after August 31, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

August 29, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this 29th August 2023

Notary Public: Lori Hill

My Commission Expires: 08/08/2026

LORI HILL
NOTARY
PUBLIC
WAKE COUNTY, NC

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT: TIP Lot 2
338 Pea Ridge Road
New Hill, North Carolina 27562

APPLICATION NO: 2
APPLICATION DATE: 9/27/2023
PERIOD TO: 09/30/23
PROJECT NO: 30-247
CONTRACT DATE:

Distribution to:
[X] OWNER
[X] DESIGN-BUILDER

FROM DESIGN-BUILDER:

OK
MG

CONTRACT FOR: Prime Contract

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$2,619,827.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$2,619,827.00
4.	Total completed and stored to date (Column G on detail sheet)		$780,091.02
5.	Retainage:		
	a. 4.86% of completed work	$37,921.61	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$37,921.61
6.	Total earned less retainage (Line 4 less Line 5 Total)		$742,169.41
7.	Less previous certificates for payment (Line 6 from prior certificate)		$21,658.84
8.	Current payment due:		$720,510.57
9.	Balance to finish, including retainage (Line 3 less Line 6)		$1,877,657.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER:

By: _____ Date: 9-28-23

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 28th day of September 2023
Notary Public: Bethany Hartman
My commission expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC Wake County NC My Commission Expires January 26, 2027

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies that to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . .$ $720,510.57

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Design Builder's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 9/27/2023
PERIOD: 09/01/23 - 09/30/23

DESIGN-BUILDER'S PROJECT NO.: 30-247

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	$270,823.00	$13,541.15	$67,705.75	$0.00	$81,246.90	30.00%	$189,576.10	$3,385.29
2	CMT Allowance/Balance of Funding	$104,265.00	$0.00	$0.00	$0.00	$0.00	0.00%	$104,265.00	$0.00
3	Misc. General Requirements	$350.22	$0.00	$0.00	$0.00	$0.00	0.00%	$350.22	$0.00
4	Sludge T&D/Backfill	$1,696,000.00	$0.00	$669,000.00	$0.00	$669,000.00	39.45%	$1,027,000.00	$33,450.00
5	Water/Sewer Design Changes	$37,645.00	$0.00	$0.00	$0.00	$0.00	0.00%	$37,645.00	$0.00
6	Builders Risk	$157.60	$157.60	$0.00	$0.00	$157.60	100.00%	$0.00	$0.00
7	Liability Insurance	$717.94	$717.94	$0.00	$0.00	$717.94	100.00%	$0.00	$0.00
8	Project Closeout	$525.32	$0.00	$0.00	$0.00	$0.00	0.00%	$525.32	$0.00
9	EMP Oversight	$164,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$164,500.00	$0.00
10	Water Hauling Allowance	$200,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$200,000.00	$0.00
11	Fee & Insurance	$144,842.92	$7,242.15	$21,726.43	$0.00	$28,968.58	20.00%	$115,874.34	$1,086.32
	TOTALS:	**$2,619,827.00**	**$21,658.84**	**$758,432.18**	**$0.00**	**$780,091.02**	**29.78%**	**$1,839,735.98**	**$37,921.61**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$2,619,827.00**	**$21,658.84**	**$758,432.18**	**$0.00**	**$780,091.02**	**29.78%**	**$1,839,735.98**	**$37,921.61**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #02

WHERAS, the undersigned has been employed by:

ECO TIP WEST, LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP Lot 2
338 Pea Ridge Rd.
New Hill, NC 27562

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $720,510.57 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through September 30, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after September 30, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

September 28, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this September 28, 2023

Notary Public: Bethany Hartman

My Commission Expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC My Commission Expires January 26, 2027 WAKE COUNTY, NC

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT: TIP Lot 2
338 Pea Ridge Road
New Hill, North Carolina 27562

APPLICATION NO: 3
APPLICATION DATE: 10/26/2023
PERIOD TO: 10/31/23
PROJECT NO: 30-247
CONTRACT DATE:

Distribution to:
[X] OWNER
[X] DESIGN-BUILDER

FROM DESIGN-BUILDER:

OK

CONTRACT FOR: Prime Contract

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$2,619,827.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$2,619,827.00
4.	Total completed and stored to date (Column G on detail sheet)		$1,994,082.39
5.	Retainage:		
	a. 2.47% of completed work	$49,310.57	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$49,310.57
6.	Total earned less retainage (Line 4 less Line 5 Total)		$1,944,771.82
7.	Less previous certificates for payment (Line 6 from prior certificate)		$742,169.41 ✓
8.	Current payment due:		$1,202,602.41
9.	Balance to finish, including retainage (Line 3 less Line 6)		$675,055.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER:

By: _____ Date: 10/31/23

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 31 day of October 2023
Notary Public: Bethany Hartman
My commission expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires January 26, 2027

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies that to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . .$ $1,202,602.41

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

OWNER:

By: _____ Date: 11/15/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Design Builder's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 10/26/2023
PERIOD: 10/01/23 - 10/31/23

DESIGN-BUILDER'S PROJECT NO.: 30-247

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	$270,823.00	$81,246.90	$121,870.35	$0.00	$203,117.25	75.00%	$67,705.75	$4,739.40
2	CMT Allowance/Balance of Funding	$104,265.00	$0.00	$15,639.75	$0.00	$15,639.75	15.00%	$88,625.25	$390.99
3	Misc. General Requirements	$350.22	$0.00	$0.00	$0.00	$0.00	0.00%	$350.22	$0.00
4	Sludge T&D/Backfill	$1,696,000.00	$669,000.00	$775,000.00	$0.00	$1,444,000.00	85.14%	$252,000.00	$36,100.00
5	Water/Sewer Design Changes	$37,645.00	$0.00	$0.00	$0.00	$0.00	0.00%	$37,645.00	$0.00
6	Builders Risk	$157.60	$157.60	$0.00	$0.00	$157.60	100.00%	$0.00	$0.00
7	Liability Insurance	$717.94	$717.94	$0.00	$0.00	$717.94	100.00%	$0.00	$0.00
8	Project Closeout	$525.32	$0.00	$262.66	$0.00	$262.66	50.00%	$262.66	$6.56
9	EMP Oversight	$164,500.00	$0.00	$21,555.00	$0.00	$21,555.00	13.10%	$142,945.00	$538.87
10	Water Hauling Allowance	$200,000.00	$0.00	$200,000.00	$0.00	$200,000.00	100.00%	$0.00	$5,000.00
11	Fee & Insurance	$144,842.92	$28,968.58	$79,663.61	$0.00	$108,632.19	75.00%	$36,210.73	$2,534.75
	TOTALS:	**$2,619,827.00**	**$780,091.02**	**$1,213,991.37**	**$0.00**	**$1,994,082.39**	**76.12%**	**$625,744.61**	**$49,310.57**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$2,619,827.00**	**$780,091.02**	**$1,213,991.37**	**$0.00**	**$1,994,082.39**	**76.12%**	**$625,744.61**	**$49,310.57**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #03

WHERAS, the undersigned has been employed by:

ECO TIP WEST, LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP Lot 2
338 Pea Ridge Rd.
New Hill, NC 27562

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $1,202,602.41 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through October 31, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after October 31, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

October 31, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this October 31, 2023

Notary Public: Bethany Hartman

My Commission Expires: 01/26/2027

BETHANY HARTMAN
My Commission Expires
NOTARY PUBLIC
January 26, 2027
WAKE COUNTY, NC

ECO TIP WEST LLC
603 CARTHAGE ST., STE. 120
SANFORD, NC 27330-4106

66-112/531

2683

Date 2/23/24 PMP

Pay to the Order of Sanset Corporation $672,777.94

Six hundred seventy-two thousand seven hundred seventy-seven & 94/100 Dollars

← Heat Reactive Ink

TRUIST

BB&T is now Truist

Memo _____ MP

⑆053101121⑆ 1340004 2488 20⑈ 02683

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
ECO TIP WEST, LLC
PO Drawer 9
Sanford, North Carolina 27331

PROJECT: TIP Lot 2
338 Pea Ridge Road
New Hill, North Carolina 27562

APPLICATION NO: 4
APPLICATION DATE:
PERIOD TO: 11/30/23
PROJECT NO: 30-247
CONTRACT DATE:

Distribution to:
[X] OWNER
[X] DESIGN-BUILDER

FROM DESIGN-BUILDER:

CONTRACT FOR: Prime Contract

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$2,619,827.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$2,619,827.00
4.	Total completed and stored to date (Column G on detail sheet)		$2,496,956.78
5.	Retainage:		
	a. 0.00% of completed work	$0.00	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$2,496,956.78
7.	Less previous certificates for payment (Line 6 from prior certificate)		$1,944,771.82
8.	Current payment due:		$552,184.96
9.	Balance to finish, including retainage (Line 3 less Line 6)		$122,870.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DESIGN-BUILDER

By: _____ Date: 12/5/23

State of: North Carolina
County of: Wake
Subscribed and sworn to before me this 5th day of December 2023
Notary Public: Bethany Hartman
My commission expires: 01/26/2027

BETHANY HARTMAN NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires January 26, 2027

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies that to the best of the Owners knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . .$ $552,184.96

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

* Paid $102,184.96

Balance Due = $450,000.

$49,310.57 = Retainage

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Design Builder's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
APPLICATION DATE:
PERIOD: 11/01/23 - 11/30/23

DESIGN-BUILDER'S PROJECT NO.: 30-247

applied $102,184.96 to this

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	$270,823.00	$203,117.25	$40,623.45	$0.00	$243,740.70	90.00%	$27,082.30	$0.00
2	CMT Allowance/Balance of Funding	$104,265.00	$15,639.75	$88,625.25	$0.00	$104,265.00	100.00%	$0.00	$0.00
3	Misc. General Requirements	$350.22	$0.00	$350.22	$0.00	$350.22	100.00%	$0.00	$0.00
4	Sludge T&D/Backfill	$1,696,000.00	$1,444,000.00	$252,000.00	$0.00	$1,696,000.00	100.00%	$0.00	$0.00
5	Water/Sewer Design Changes	$37,645.00	$0.00	$37,645.00	$0.00	$37,645.00	100.00%	$0.00	$0.00
6	Builders Risk	$157.60	$157.60	$0.00	$0.00	$157.60	100.00%	$0.00	$0.00
7	Liability Insurance	$717.94	$717.94	$0.00	$0.00	$717.94	100.00%	$0.00	$0.00
8	Project Closeout	$525.32	$262.66	$262.66	$0.00	$525.32	100.00%	$0.00	$0.00
9	EMP Oversight	$164,500.00	$21,555.00	$62,000.00	$0.00	$83,555.00	50.79%	$80,945.00	$0.00
10	Water Hauling Allowance	$200,000.00	$200,000.00	$0.00	$0.00	$200,000.00	100.00%	$0.00	$0.00
11	Fee & Insurance	$144,842.92	$108,632.19	$21,367.81	$0.00	$130,000.00	89.75%	$14,842.92	$0.00
	TOTALS:	**$2,619,827.00**	**$1,994,082.39**	**$502,874.39**	**$0.00**	**$2,496,956.78**	**95.31%**	**$122,870.22**	**$0.00**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$2,619,827.00**	**$1,994,082.39**	**$502,874.39**	**$0.00**	**$2,496,956.78**	**95.31%**	**$122,870.22**	**$0.00**

SAMET CORPORATION

GENERAL CONTRACTOR PARTIAL WAIVER OF LIEN

To All Whom It May Concern: Pay Application #04

WHERAS, the undersigned has been employed by:

ECO TIP WEST, LLC
PO Drawer 9
Sanford, NC 27331
(Owner)
To design and construct under a contract for the construction of:

TIP Lot 2
338 Pea Ridge Rd.
New Hill, NC 27562

In the City of New Hill, in the County of Chatham
State of North Carolina

CONTRACTOR, in consideration for payment of $552,184.96 and upon receipt of the same, does hereby waive, relinquish, surrender and release and all liens or rights to lien on the Project for such amount, (excluding any retainage withheld) for labor and materials furnished to the Project through November 30, 2023 (end of billing period for which payment is to be made), but only to the extent of the above payment. Contractor does not waive its rights to file or claim a lien against Project, with priority relating back to Contractor's first day of furnishing at the Project, for amounts earned after November 30, 2023 (end of billing period for which payment is to be made), or for retainage withheld. Additionally, Contractor waives, releases and discharges any and all claims, damages, demands, actions, causes of action or other rights, including but not limited to any and all manner of claims for delay, disruption, acceleration or extra work against Owner and its successors or assigns through the Effective Date that are known and have accrued through the Effective Date and reserving those rights that Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows (if blank, then none)

_____.

Samet Corporation
General Contractor
By: Shane Campbell
Title: Project Manager

December 5, 2023

State of: North Carolina County of: Wake

Subscribe and sworn to me this 12/5/23

Notary Public: Bethany Hartman

My Commission Expires: 01/26/2027

BETHANY HARTMAN
My Commission Expires
NOTARY PUBLIC
January 26, 2027
WAKE COUNTY, NC