

AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM — GREENE COUNTY OPERATIONS CENTER
MONDAY, JUNE 20, 2022

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. June 6, 2022 Regular Meeting Minutes
2. Release/Refunds
3. Monthly Collection Report
4. Budget Amendment; DSS (3)

D. PUBLIC COMMENTS

E. COUNTY MANAGERS REPORT

1. Investments Policy
2. Quote; Piedmont Service Group
3. Amendment; 2018 Water Systems Improvement, Chlorine Conversion Gas to Liquid
4. Appointment; Greene County Public Library Board
5. Scale Replacement; Landfill
6. Grant Project Budget Ordinance; State Emergency & Disaster Response Reserve (SERDRF)

F. COUNTY ATTORNEY COMMENTS

G. COMMISSIONER'S REPORT AND RECOMMENDATION

H. ADJOURN

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burruss



C
County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: June 20, 2022

The Consent Agenda for the June 20, 2022 Regular meeting consists of the following items:

- 1.) June 6, 2022, Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Monthly Collection report
- 4.) BA; DSS (3)

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, June 6, 2022 at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackelford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burrell, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, and asked Commissioner Blizzard to give the invocation and lead the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath asked if there were any changes needed to the agenda. Commissioner Blizzard noted that the Public Hearing is for the FY 22/23 Proposed Budget not the Budget Ordinance.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve the agenda with the noted correction.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Commissioner Blizzard corrections had been made to the May 16th Minutes and the Budget Workshop minutes.

On motion by Commissioner Jones and second by Commissioner Shackelford the Board voted unanimously to approve the Consent Agenda with the noted corrections.

- May 16, 2022 Regular Meeting Minutes
- Budget Workshop Minutes
- Releases/Refunds

Refunds: NCVTS Tax & Tag

Estate of Harvey Clayton Crawford	\$12.12	Dalvin Earl Nichols	\$44.10	Corey Deon Isler	\$24.33
Sharon Ann Wheeler	\$114.02				

Releases: Ad Valorem Tax

Cheryl Anne Screen	\$58.88				
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D. Public Hearing – FY 22/23 Proposed Budget

Chairman Heath opened the public hearing for public comment.

1. Shauna Jones. Ms. Jones started her comments by saying she appreciates all the Emergency Management team has done for the county. As a taxpayer she feels the \$8,000 in the budget for the fire department assessment is a waste of county money and would rather see the money spent on training for the fire departments. She asked if the assessments were to identify the need for more fire hydrants in certain locations will the county be willing to put out the money for this. She stated ISO ratings are determined by the state assessments done every 5 years and are free. She asked the Board to support Commissioner Blizzard's recommendation of giving each fire department \$2,500 to help offset the cost of mutual aid.
2. Melvin McMillan. Ms. McMillan stated she is a voting resident and a tax paying citizen of Greene County. She stated she opposes the fire department assessment she sees it as a waste of tax money because the state does a free assessment every 5 years for insurance and tax ratings. As for Commissioner Blizzard's comment to have fire department for the assessment pay for it from that department's funds instead of the county paying for it, she would encourage her fire chief to oppose going along with this assessment as the money could be used for something else.
3. Roy McMillan. He stated he just recently moved back to North Carolina after retiring from the Air Force and other jobs. He stated he bases things on what he sees and he sees a lot of waste in this county. He feels the EMS services being based solely in Snow Hill is an injustice to the county citizens especially in the far-reaching areas. He volunteers with a county fire department, he stated he cannot do a lot but he does what he can, such as directing traffic and such. He feels the fire departments being called to assist with the EMS works is necessary on certain calls but it can also be a waste of time when they get there and the patient refuses to be taken to the hospital. As a voting citizen of Greene County, he felt the need to come and voice his opinion.

Chairman Heath did note that they are not calling for a tax increase and that the county has built an EMS Satellite Station in recent years and we are working on building another satellite station in another part of the county. Chairman Heath called for any other comments and seeing as there were none he closed the Public Hearing.

E. Public Comments

None

F. Presentation

1. Stephanie Wiggins, Tax Administrator.

Ms. Wiggins presented an appeal for tax parcel 0304760 by Ryan, LLC on behalf of their client, Greene Propco, LLC. After checking the property characteristics to ensure they are correct, reviewing the property record card to ensure data entry elements were entered correctly and review was also made to confirm that our 2021 Schedule of Values had been applied correctly she sent a certified letter to Ryan, LLC on April 22, 2022 requesting additional information relating to the income and expenses for this property. They did not comply with the income and expense information; however, one additional document was provided, see attached. After being in contact with several counties in which Ryan, LLC appealed similar properties, each of these counties BOER did not lower the assessed value or the appeal was withdrawn after not complying with the request for income and expense information. The burden of proof is on Ryan, LLC to establish that the property under appeal is actually over assessed. No proof was provided. Ms. Wiggins recommended that the value of \$1,038,390 remain unchanged.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to not lower the assessed value on tax parcel 0304760.

G. County Manager Report

1. Mr. DeHaven presented a Budget Amendment from the EMS Department for the purchase of a stretcher to placed in the new EMS unit. Once the purchase of the stretcher from Stryker, Atlantic Emergency Solutions will install the unit. Commissioner Blizzard asked about their approval to purchase the ambulance, was not the stretcher and monitor included in that approval. Mr. DeHaven stated they were included in that cost, this is just the necessary steps needed to move the money for this purchase.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously to approve the budget amendment.

2. Mr. DeHaven next presented the Proposed FY 22/23 Budget Ordinance. He noted that this document stands as a guide for spending for the County in the next fiscal year. This document will be amended many times as needed to continue to meet the needs of Greene County Government.

Commissioner Blizzard stated the employee salaries are being raised to 97% of the market or 5% COLA whichever is greater. She understood that the County Manager would provide the

Department Heads what is going to be received and the correct classifications. Commissioner Blizzard stated she had asked for each department classifications with increase cost for each position. She stated she sent County Manager an email on May 25, 27 and even stopped by the office to see him and he was not available. Commissioner Jones asked if salary increases will be explained before July 1st and Mr. DeHaven said they would be as he has a Department Head meeting tomorrow morning and everything will be explained to the department heads. Commissioner Blizzard stated that employee's also need to hear why some grade changes are also being made. Mr. DeHaven stated that some grades may decrease but the salary will not per the pay study and all this would be explained as well. Commissioner Burress asked why some positions are listed twice on the paperwork they were given and Mr. DeHaven stated that was probably in error and Commissioner Blizzard stated that needed to be corrected. Mr. DeHaven explained that document was done by an ex-employee. Commissioner Burress asked if the fire chief meeting Commissioner Jones asked for in a previous meeting had taken place and Mr. DeHaven stated he was not aware of that. Commissioner Blizzard stated on the fire department assessment issue that each fire chief is responsible for working to improve their ISO rating and should take all steps necessary to achieve that. Commissioner Burress does not feel that this assessment would make fire departments merge. He is not against the assessment but he also believes it is not the Boards place to decide for the departments whether or not to participate in the assessment. Chairman Heath said the Board is not going to make any fire department participate in the assessment, but with the approval of the budget this will make the money available to have the assessment done. If the assessment is not done, the money can be moved to use elsewhere. Chairman Heath said that just knowing all Greene County staff will be getting a raise to get them to 97% of the market is a great thing. He does not want to know what every staff member will be making as he feels it is not his business. Commissioner Blizzard stated she was not asking for each employees pay, just the pay of the position.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted 4 to 1 (Commissioner Blizzard voted nay) to approve the Budget Ordinance for FY 22/23.

3. Mr. DeHaven next presented a Provider Agreement that allows EMS to bill AETNA for ambulance transport. This is for transport of Medicaid patients and the agreement is like those done last year for AmeriHealth Cantas, BCBS, United, Carolina Complete and Wellcare. This will become effective July 1, 2022

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve this Provider Agreement.

4. Mr. DeHaven next presented a request to closeout the complex renovation capital project fund. Mr. DeHaven noted that all work has been completed which includes the renovation of the public restrooms, the area formerly occupied by the Veterans Services that will house our new HR

person when they are formerly hired, the kitchen, as well as new double entry doors on both sides of the building and single-entry doors between the buildings. The total budget for the project was \$550,000 with a total of \$548,252.99 being spent.

On motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to approve this closeout.

H. County Attorney Report

No comments.

Chairman Heath did note that upon investigation our US Flag and State Flag are correctly displayed.

I. Commissioner's Report and Recommendations

Commissioner Jones asked all to remember that today is the anniversary of "D" Day. Chairman Heath stated that the "Proud to be an American Day" in Walstonburg this past Saturday was a great time and good food. Commissioner Blizzard noted that there were no WWII veterans there this year and she believes that is a first, but there were a lot of Vietnam veterans there and she was glad to see them there.

Commissioner Burress said congratulations to all of Greene County Graduates, those that received scholarships and Dr. Patrick Greene for being named the Wells Fargo, "Principal of the Year" and he commended Dr. Patrick Miller, Greene County School's superintendent for a "Job Well Done" and wished him well in his retirement. He reminded all that the Town of Snow Hill will be swearing in a new Chief of Police at their next meeting on Monday, June 13th at 6 p.m. Commissioner Burress stated he agrees with Commissioner Blizzard's proposal and felt that was the right move, but wanted to make it clear that the only reason he voted for this budget was to give the employees a raise. He also stated he did not believe the Commissioners deserved a raise this year, but knew from the last meeting (budget workshop) that he did not have the votes for that.

J. ADJOURN

On motion by Commissioner Jones and second by Commissioner Blizzard to adjourn the meeting, the Board voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

[illegible]

Stephanie C. Wiggins
Tax Administrator



GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580
Phone 252-747-3615

Date: June 20, 2022

To: Greene County Board of Commissioners

From: Stephanie Wiggins - Tax Administrator

Subject: GS 105-350 (7)

Monthly

All levy

Report of amount collected on each year's taxes and amount remaining
uncollected - Collections posted as May 31, 2022

Year		Current		FY 2021-2022	Amount Remaining	%
		Month		Collections YTD	Uncollected	Collected
		Adj. Payments+interest		Adj. Payments+interest		
2011				\$ 4,439.34	\$ 9,414.58	99.89%
2012		\$ 50.00		\$ 1,795.30	\$ 11,983.41	99.87%
2013		\$ -		\$ 282.96	\$ 19,987.49	99.78%
2014		\$ 184.79		\$ 265.22	\$ 6,690.19	99.92%
2015		\$ 422.63		\$ 1,457.99	\$ 7,226.10	99.92%
2016		\$ 830.74		\$ 4,726.50	\$ 11,456.01	99.87%
2017		\$ 448.18		\$ 4,134.91	\$ 13,014.29	99.86%
2018		\$ 376.16		\$ 7,770.56	\$ 18,554.26	99.80%
2019		\$ 1,634.87		\$ 16,368.44	\$ 29,259.93	99.68%
2020		\$ 3,334.70		\$ 70,739.68	\$ 35,523.34	99.62%
2021		\$ 97,470.11		\$ 10,402,111.09	\$ 140,482.16	98.66%
Total		\$ 104,752.18		\$ 10,514,091.99	\$ 303,591.76	

MTD Levy added for 2021				
\$ 87.14				
Beginning Receivable		ytd add'l levy	payments (principal only)	ytd interest(+)
\$ 17,667.02		\$ 10,544,140.91	\$ 10,429,932.40	\$ 35,041.69
YTD:	releases	adjustments	refunds	write offs
	\$ 57,761.53	\$ 3,505.16	\$ (65,200.53)	\$ 2,337.53

c4

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

6/13/22

DSS

LINE ITEM TRANSFER					
FROM			TO		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
LIHEAP	11-171-4371-30	\$ 102,787.21	LIEAP	11-522-5631-01	\$ 102,787.21
Total		\$ 102,787.21	Total		\$ 102,787.21

Explanation: Supplemental funds given for this program that was not in original budget

Requested by:
(Director's Signature)

Amanda Smith

Approved by:

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

6/13/22

DSS

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
ENERGY ASSISTANCE	11-171-4371-17	\$ 16,457.46	CIP (CRISIS INTERVENTION PROGRAM	11-522-5630-00	\$ 16,457.46
Total		\$ 16,457.46	Total		\$ 16,457.46

Explanation: Supplemental funds given for this program that was not in original budget

Requested by:
(Director's Signature)

Amanda Smith

Approved by:

DSS

Approved by:

Amanda Smith

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Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



E)

County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Investments Policy

Date: June 20, 2022

An Investment Policy is attached for review as a guide for investing reserve funds held by Greene County. This policy follows the guidelines established in North Carolina General Statute 159-30. The Manager will be available for any questions regarding this policy at this time.

Action Recommended:

Motion to approve the Investment Policy provided at this time

Board Action is Needed

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The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

GREENE COUNTY INVESTMENT POLICY

LEGALITY

The County will invest financial assets in accordance with North Carolina General Statutes. (N.C.G.S. 159-30)

SCOPE

This policy applies to all transactions involving the financial assets and related activity of all the various funds accounted for in the County's Comprehensive Annual Financial Report, except authorized petty cash accounts and certain restricted funds. The County will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment earnings will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

- **Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investments to the safest types of securities;
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which an entity will do business; and,
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and,

- By investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

• **Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of certificates of deposit, money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Alternatively, a portion of the portfolio may be placed in securities with active secondary or resale markets (dynamic liquidity).

• **Yield**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit could be sold early to minimize loss of principal; and,
- Liquidity needs of the portfolio require that the security be sold.

STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard which states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." This standard of prudence shall be applied in the context of managing the portfolio.

Investment officials and staff acting in accordance with established procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided

deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

3. Delegation of Authority

Authority to manage the investment program is granted to the Finance Officer by North Carolina General Statute 159-30(a). Responsibility for the operation of the investment program may be delegated by the Finance Officer to another County employee who shall carry out established procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Officer. The Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKERS

The Finance Officer will maintain a list of the names and addresses of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by creditworthiness (minimum capital requirement \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties);
- Proof of state registration;
- Certification of having read and understood and agreeing to comply with the County's investment policy; and/or
- Evidence of adequate insurance coverage.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Officer.

SAFEKEEPING AND CUSTODY

1. Delivery vs. Payment

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

2. Safekeeping

Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

3. Internal Controls

The Finance Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgements by management.

SUITABLE AND AUTHORIZED INVESTMENTS

1. Investment Types

The Finance Officer shall have the right and power to purchase, sell and exchange securities approved as eligible securities for investment on behalf of this unit's governing board subject to the approval of the County Manager or, in his/her absence, the designee.

Only the following investments will be permitted by this policy although others are authorized by North Carolina General Statute 159-30(c):

- a. Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States;
- b. Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the

Federal Housing Administration, the Farmers Home Administration, the United States Postal Service;

- c. Obligations of the State of North Carolina;
- d. Bonds and notes of any North Carolina local government or public authority, subject to such restrictions as the Secretary of the Local Government Commission may impose;
- e. Deposits at interest or savings certificates of deposit with any bank, savings and loan association or trust company in North Carolina, provided such deposits or certificates of deposit are fully collateralized;
- f. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest (A1, P1, F1) by any nationally recognized rating service which rates the particular obligation;
- g. Participating shares in a mutual fund for local government investment (such as the N.C. Capital Management Trust) which is certified by the N.C. Local Government Commission;
- h. Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian; and/or
- i. Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank; or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof, under conditions specified by G.S.159-(c)(12).

Funds of this unit may be deposited at interest or invested in the following manner:

- Investment of idle monies may be invested in categories (a) through (g) authorized above; however, it will be the policy of Greene County to maintain pooled funds primarily in deposits at interest or savings certificates of deposit (category e above) and mutual funds for local government investment (category g above).

- Investment of debt proceeds may be invested in any securities/investments authorized above (categories a through i) with the approval of the County Manager.

2. Collateralization

In accordance with North Carolina General Statute 159-31(b) and the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on deposits at interest and savings certificates of deposit. The County shall use only banking institutions approved by the North Carolina Local Government Commission.

3. Repurchase Agreements

Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

INVESTMENT PARAMETERS

1. Diversification

The investments will be diversified by security type and institution by:

- continuously investing a majority of the portfolio in readily available funds such as certificates of deposit or money market accounts to ensure that appropriate liquidity is maintained in order to meet ongoing obligations;
- investing in securities with varying maturities;
- limiting investments in securities to avoid overconcentration from a specific issuer or business sector (excluding U.S. Treasury securities); and,
- limiting investment in securities that have higher credit risks.

2. Maximum Maturities

The County's general intent is to make investments and hold until maturity. However, early liquidation may be necessary if cash flow demand warrants an earlier date of sale.

The County shall limit the maximum final stated maturities of investments to five years unless specific authority is given to exceed. To the extent possible, the County will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the County will not directly invest in securities maturing more than two (2) years from the date of purchase. The Finance Officer shall determine what the appropriate average weighted maturity of the portfolio shall be.

3. Selection of Securities

The Finance Officer or his designee, acting in the best interest of the County, will determine which instruments shall be purchased and the desired maturity dates. The selection of each instrument will entail, but not be limited to, the evaluation of the following factors:

1. Cash flow projections and requirements;
2. Current money market conditions;
3. Overall portfolio balance;
4. Relative liquidity of the investments.

Reporting

The Finance Officer will provide a quarterly report for management. The report shall include a general description of the portfolio in terms of investment securities, maturities, yields and other features.

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the County's investment risk constraints and cash flow needs. The benchmark for the performance of the portfolio will be the average Federal Funds rate.

POLICY

The County's investment policy shall be adopted by resolution of the Board of County Commissioners. The County Manager and the Finance Officer shall review the policy on an annual basis and any modifications made thereto must be approved by the Commissioners.

E2

Commissioners
Bennie Heath - Chairman
James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Quote; Piedmont Service Group

Date: June 20, 2022

Two quotes are attached from Piedmont Service Group to replace the boiler located at the County Complex. Recall that funds had been spent to repair the boiler to a working condition earlier in the year, but this fix did not have the lasting effect hoped for. The quotes before you are sized for the singular facility as the administrative facility is switching to Dx systems (heat pump/furnaces). The quotes are self-explanatory. Management recommends the high efficiency condensing boiler as savings in utilities will offset the increased cost for purchase over time. This unforeseen cost can be paid for with deregulated ARP dollars.

Action Recommended:

Motion to approve High Efficiency Condensing Boiler proposal from Piedmont

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

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Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
5/31/2022	Q-05-2022-255373		1 of 4

BY AND BETWEEN:

Piedmont Service Group
4640 North Creek Drive
Greenville, NC. 27834
NC Lic # 29539-H1, H2, H3
Electrical #08363-L
Refrigeration Lic # 4483

AND

Greene County Government Complex
229 Kingold Blvd,
Snow Hill, NC
28580

hereinafter (CONTRACTOR)

hereinafter (CUSTOMER)

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

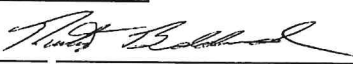
Greene County Government Complex

CONTRACTOR WILL PROVIDE THE FOLLOWING TO THE CUSTOMER

Piedmont Service Group proposes to furnish all labor, equipment, cranes service, permits and material to complete the following project as outlined in the scope-of-work on page two of this proposal.

This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties here to on the reverse here of and no person has authority to make any claim representation, promise, or condition on behalf of Contractor which is not expressed herein. Agreement Prices good for **30 days from proposal date** unless time is extended in writing by Contractor.

CONTRACTOR


Project Consultant Rusty Beddard
Email- rbeddard@piedmontsg.com
Fax # 252-321-8382

CUSTOMER

(Print Name)

Approved for Contractor

Signature

Title

Date

X

Signature: (Company Authorized Representative)

Title

Date

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
5/31/2022	Q-05-2022-255373		2 of 4

Piedmont Service Group proposes two options for the replacement of the Greene County Government Complex's Boiler

Scope of work

Option 1 Cast Iron Sectional Boiler

- Removal and disposal of the existing cast iron sectional boiler
- Installation of a new BG-488-WF-Cast Iron Sectional Boiler
 - Four sections
 - Webster Burner, capable of firing natural gas @ 5 PSIG
 - Operating Control
 - High Limit with Manual reset
 - Probe Type LWCO W/ manual reset
 - 50 PSI ASME Safety relief valve
- Reconnect to existing water piping reconnect to existing gas piping and existing meter
- Installation of a new exhaust piping
- Project Coordination with PSG and Greene County Personnel
- **All labor, materials, permitting fees, and factory start-up are included in this proposal**

New Boiler is sized correctly for only the one building.

Total Project Investment \$ 71,617

Clarifications- All work is to be performed during normal business hours, (M-F, 7:00-5:00 pm)

This Boiler has a 16–20 week lead time

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
5/31/2022	Q-05-2022-255373		3 of 4

Option 2 High Efficiency Condensing Boiler

- Removal and disposal of the existing cast iron sectional boiler
- Installation of a new Slim Fit 1000 Condensing High Efficiency Boiler
 - Sectional Aluminum Block
 - 30 PSI ASME relief valve standard
 - Stainless Steel burners W/ woven Steel fiber mesh
 - Direct Spark Ignition
 - Variable Speed Blower Assembly
 - Venture mixing system with air silencer
 - Probe Type LWCO W/ manual reset
 - 50 PSI ASME Safety relief valve
 - Outlet water temperature sensor
 - Inlet water temperature sensor
 - Flue gas Temperature sensor
 - Outdoor Temperature sensor
 - System water Temperature sensor
 - Manual Reset LWCO
 - High and Low Pressure gas switches
 - Manual reset high Limit
 - 7" LCD Touch Screen Display
 - Multiple Boiler Functionality with lead lag capability
 - High Limit & Modulating Temp Control
 - Circulator Pump
- Reconnect to existing water piping
- Installation of a new exhaust piping
- Project Coordination with PSG and Greene County Personnel
- **All labor, materials, permitting fees, and factory start-up are included in this proposal**

New Boiler is sized correctly for only the one building.

Total Project Investment \$ 81,137

Clarifications- All work is to be performed during normal business hours, (M-F, 7:00-5:00 pm)

This Boiler has a 5-6 week lead time

Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

PROPOSAL DATE	PROPOSAL NUMBER	PROJECT NUMBER	PAGE
5/31/2022	Q-05-2022-255373		4 of 4

TERMS AND CONDITIONS

1. Contractor warrants that the workmanship hereunder shall be free from defects one year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
2. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
3. Customer will promptly pay invoices within thirty (30) days of receipt or within special terms (if any) on Exhibit A (if any) to these Terms and Conditions. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Project will be progress billed monthly.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement. THE AGREEMENT PRICE APPLIES ONLY TO THE SCOPE OF WORK OUTLINED WITHIN THE PROJECT PROPOSAL DOCUMENT. ANY ADDITIONAL WORK REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES NOT SPECIFICALLY DESCRIBED HEREIN IS EXCLUDED. IN THE EVENT THAT PIEDMONT SERVICE GROUP IS REQUIRED BY ANY GOVERNING AUTHORITY TO PERFORM WORK NOT INCLUDED IN THIS PROPOSAL, CUSTOMER AGREES TO PAY ALL ADDITIONAL COSTS ASSOCIATED WITH THE REQUIRED WORK.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder unless noted otherwise within the agreement.
7. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
9. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. This time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
10. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
11. In the event of a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control, Contractor shall not be liable.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: X

Date: _____

Important: Agreement Prices good for 30 days only from proposal date unless time is extended in writing.

Commissioners
 Bennie Heath - Chairman
 James T. Shackelford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven

Finance Officer
 Beverly T. Stroud

County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Amendment; 2018 Water Systems Improvements- Chlorine Conversion Gas to Liquid

Date: June 20, 2022

An opportunity to apply to have the 50% loan part of our 2018 Water Systems Improvement project covered by ARP funds provided by the state was sought and awarded. Recall that the project totaled \$1,383,000 and was 50% grant, 50% loan, and this award makes this project 100% grant. This award is contingent on acceptance from the Greene County Board of Commissioners. The funds not used to pay this 50% loan can now be repurposed to the next project that qualifies for alternate water supply funds.

Action Recommended:

Motion to accept the offer for ARP funding for the loan portion of the project

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

JUN 06 2022

June 1, 2022

Mr. Kyle DeHaven, County Manager
Greene County
229 Kingold Boulevard, Suite D
Snow Hill, NC 28580

SUBJECT: Offer & Acceptance for ARP Funding
Project No. VUR-D-ARP-0035
WIF-1945
2018 Water System Improvements – Well
Renovation and Chlorine Conversion Gas
To Liquid

Dear Mr. DeHaven:

Greene County has been approved for loan assistance from the Drinking Water State Revolving Fund (DWSRF) as well as an American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the total amount of **\$1,383,000**. Accordingly, enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of **\$691,500** and DWSRF funding in the amount of **\$691,500** in principal forgiveness. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;
2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
3. Federal Identification Number and Unique Entity ID of the Recipient (Memo attached)
4. Sales Tax Certification (attached)

Please note that if a Fiscal Sustainability Plan is applicable to this project, the certification is not due until the final reimbursement request.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

The Site Certification, a Capital Project Ordinance (or budget ordinance covering the project), and the Professional Engineering Services Procurement Form are due before disbursements will begin. Please see the attached Guidance Document for a complete list of items due no later than the project's first disbursement.

Once construction of the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Reimbursement requests should be sent to Teresa Tripp at the address noted.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund and State Revolving Loan funds, made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987.

Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI's Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,


Shadi Eskaf., Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Fed ID/Unique Entity ID No. Request Memo
Sales-Tax Certification Form
Reimbursement Request Form
Fiscal Sustainability Plan Certification (SRF form)
Guidance Document (SRF form)
Site Certification (SRF form)
Capital Project Ordinance Sample (SRF form)
Professional Engineering Services Procurement Form (SRF form)

CC: Richard B. Moore, PE, McDavid Associates (Farmville, NC)
Jennifer House (via Email)
Teresa Tripp (via Email)
Pam Whitley (via Email)
FILE: ARP and SRF Project File (**COM_LOX**)



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Greene County
229 Kingold Boulevard, Suite D
Snow Hill, North Carolina 28580

Project Number:

VUR-D-ARP-0035

CFDA Number:

WIF-1945

SRF 66.468/ARP 21.027

Funding Program

Drinking Water	☒	Additional Amount for	Previous Total	Total Offered
Wastewater	☐	Funding Increases		
State Revolving Fund (SRF)	☒			\$691,500
State Reserve Loan (SRP)	☐			
State Reserve Grant (SRP)	☐			
State Grant Appropriation (SAP)	☐			
American Rescue Plan Act (ARPA)	☒			\$691,500

Project Description:

2018 Water System Improvements – Well
Renovation and Chlorine Conversion Gas
to Liquid

Total Financial Assistance Offer:

\$1,383,000

Total Project Cost:

\$1,383,000

Estimated Closing Fee*:

\$13,830

For Loans

Principal Forgiveness:

\$691,500

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

 Signature Jon Risgaard for Shadi Eskaf	5/27/2022 Date
---	-------------------

On Behalf of:

Greene County

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

AMERICAN RESCUE PLAN ACT (ARPA) STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

STATE REVOLVING FUND (SRF) STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following “super cross cutters” apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year’s appropriation. This document can be found at <https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf> Please note that nothing is submitted to the State’s SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, “Consolidated Appropriations Act, 2014” Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
8. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Greene County
229 Kingold Boulevard, Suite D
Snow Hill, North Carolina 28580

Project Number:

VUR-D-ARP-0035

CFDA Number:

WIF-1945

SRF 66.468/ARP 21.027

Funding Program

Drinking Water	☒	Additional Amount for	Previous Total	Total Offered
Wastewater	☐	Funding Increases		
State Revolving Fund (SRF)	☒			\$691,500
State Reserve Loan (SRP)	☐			
State Reserve Grant (SRP)	☐			
State Grant Appropriation (SAP)	☐			
American Rescue Plan Act (ARPA)	☒			\$691,500

Project Description:

2018 Water System Improvements – Well
Renovation and Chlorine Conversion Gas
to Liquid

Total Financial Assistance Offer:

\$1,383,000

Total Project Cost:

\$1,383,000

Estimated Closing Fee*:

\$13,830

For Loans

Principal Forgiveness:

\$691,500

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

Jon Risgaard
Signature

Jon Risgaard for Shadi Eskaf

5/27/2022

Date

On Behalf of:

Greene County

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

AMERICAN RESCUE PLAN ACT (ARPA) STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

STATE REVOLVING FUND (SRF) STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following “super cross cutters” apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year’s appropriation. This document can be found at <https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf> Please note that nothing is submitted to the State’s SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, “Consolidated Appropriations Act, 2014” Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
8. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$ _____ to perform work detailed in the submitted application, and

the North Carolina Department of Environmental Quality has offered a (State Revolving Loan, State Grant, or State Bond Loan) in the amount of \$ _____ for the construction of (project description), and

WHEREAS, the (unit of government) intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of government) does hereby accept the American Rescue Plan Grant offer of \$ _____.

That (unit of government) does hereby accept the (State Revolving Loan, Grant, or State Bond Loan) offer of \$ _____.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT:

PROJECT NUMBER:

FEDERAL IDENTIFICATION NUMBER:

UNIQUE ENTITY ID:

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: _____

Project Number: _____

☐ Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☐ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

REIMBURSEMENT REQUEST FORM

NC Division of Water Infrastructure

Funding Recipient: _____

DWI Project No. _____

Payment No. _____ of _____

(Use more pages as needed)

CONSTRUCTION (Rename as appropriate)	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order	Subtotal of Payable Cost	Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Contract 1	\$1,200,000	(\$100,000)	(\$100,000)	\$1,000,000	(\$50,000)	(\$50,000)	(\$500,000)	(\$300,000)	\$100,000
Contract 2	\$505,000		(\$5,000)	\$500,000	(\$25,000)	(\$10,000)		(\$400,000)	\$65,000
Contract 3									
Contract 4									
Contract 5									
ENGINEERING (Rename as appropriate)	Cumulative Cost to Date								
Item 1	\$250,000							(\$250,000)	\$0
Item 2									
Item 3									
Item 4									
OTHER COSTS (Rename as appropriate)	Cumulative Cost to Date								
Item 1									
Item 2									
Item 3									
PAY REQUEST TOTALS	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order	Subtotal of Payable Cost	Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Total Requested For This Pay Request
	\$1,955,000	(\$100,000)	(\$105,000)		(\$75,000)	(\$60,000)	(\$500,000)	(\$950,000)	\$165,000

Certification

- I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms and conditions of the award.
 - For applicable SRF projects, the project remains in compliance with Davis-Bacon and American Iron and Steel conditions or is the process of remediating noncompliance.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the funding recipient ☐ OR

The funds requested above have not been paid to the respective vendors, consultants & contractors. ☐

Funds received from the State will be disbursed to these entities within three (3) banking days.

Type or Print Name and Title

Signature of Authorized Representative

Date

DWI comments

Instructions and notes on how to use this form

- Complete guidance for preparing reimbursements can be found in section G.2. of the North Carolina SRF Program Overview and Guidance that was included with your Funding offer (applicable to State grants and loans too).
- The form, as downloaded, is filled out with sample numbers. It is suggested that the sample be used as a reference (saved or printed).
- Please submit ONE COPY of this form and backup documents when requesting funds.
- Only the Authorized Representative can sign this form, unless declared otherwise in a resolution.
- Construction contract line item overruns and engineering contract overruns must have approved change orders or engineering amendments before those costs will be paid.

Rev 12/13/16

Fiscal Sustainability Plan Certification

Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publically owned treatment works¹. Note that FSPs are not required for new treatment works. If that is the case, this certification must still be provided with the appropriate box checked at the bottom of the form.

An FSP must only cover the functional components related to the funded project. If an applicant has an Asset Management Plan, this certification must still be provided as an assurance that the AMP will be updated to include the funded project.

The following items constitute an FSP.

1. An inventory of critical assets that are part of the treatment works;
2. An evaluation of the condition and performance of inventoried assets or asset groupings;
3. A certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;
4. A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

Signing this form indicates that the above steps will be undertaken by the conclusion of the project. Note also that ***this form serves as certification for item number 3*** therefore it should be included in the owner's FSP materials.

Please check the appropriate box and return this certification to the Division of Water Infrastructure (DWI). The final project disbursement will not be processed until this certification form is completed and received in the DWI office.

- ☐ This project meets the criteria for requiring an FSP, and the items listed above will be implemented upon the completion of the project.
- ☐ This project does not require an FSP because the treatment works are not being repaired, replaced or expanded by the loan.

Project Owner/Applicant:

Project Number:

Signature of Authorized Representative

1. From the Code of Federal Regulations : The term "treatment works" means any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 1281 of this title, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances...

North Carolina Drinking Water Funding Programs Overview

Division of Water Infrastructure (DWI) Website: <http://portal.ncdenr.org/web/wi/home>

A) Application Filing

1. Application deadlines can be held up to twice per year; typically, the deadlines would be during March and September. However, the Drinking Water State Revolving Fund (DWSRF) currently is available only in the Fall round of each year.
2. If SRF and State Reserve funding are both available, the Applicant simply will apply for funding, and DWI will slot successful applications into the funding program that best suits the situation (most grant or principal forgiveness, most total dollars, etc.).
3. Letters of Intend to Fund (LOIFs) are mailed after DWI evaluation and State Water Infrastructure Authority approval. Recipients of LOIF letters are placed on a schedule for completing the rest of the steps to start construction.
4. Consult the DWI website (noted above) for the most current application forms.

B) Engineering Report (ER) Submission and Approval (See website for guidance and details)

1. From the Date of the LOIF, an ER must be submitted within **4 months**.
2. From the Date of the LOIF, the ER must be approved within **9 months**.
3. Consult the DWI website for the most current submittal checklists and instructions.

C) Application Approval by the Local Government Commission (LGC)

1. For projects with a loan component, the LGC must approve the Applicant's ability to take on the requested debt. This is done after the ER is approved. DWI staff will transmit the required information to the LGC on behalf of the Applicant. **Note that LGC-108A & -108C forms now are not requested by DWI until the ER is approved. The ER approval letter asks the Applicant to obtain the forms from the website and return them to DWI. Please do this as soon as possible.**
2. Terms:
 - a) Projects with interest-bearing loans will receive the lower of two interest rates. The two rates are the current rate when applications are due and the rate when the LGC approves the loan. The Loan Offer (discussed in D, below) will reflect the lower rate. The rates are ½ the 20-year municipal-bond buyers' index. Certain, qualifying applications receive 0% interest loans.
 - b) The LGC sets the loan term with a maximum term of 20 years. Applicants may want to contact the LGC earlier than this to ensure they are able to meet LGC approval requirements. Currently, the LGC is not allowed to review applications for \$1,000,000 or more unless a letter to the Joint Legislative Committee on Local Government and the Fiscal Research Division has been provided.
 - c) Loan Offers can be written for as much as 110% of the LGC-approved amount. The Applicant must justify this to DWI, and must request it in writing.
 - d) In some, rare cases a 30-year term may be available. Please consult DWI management to discuss whether this option potentially is available for your situation.

D) Loan Offer

1. After approval of the ER, and debt capacity via LGC (for loans), a formal Award Offer is prepared, which includes the Award's details and its applicable Assurances and Conditions.

2. Two copies of the Award Offer and several accompanying forms are sent to recipients for execution and completion. Owners/Applicants shall return the following to DWI:
 - a) One signed copy (please retain the second copy) of the Award Offer;
 - b) A Resolution of the Governing Board, accepting the Award Offer;
 - c) A completed Federal ID and DUNS # form; and
 - d) A completed Sales-Tax Certification form.
3. In the event formal bids exceed the proposed project budget, a loan increase for up to 10% can be authorized without additional approval of the LGC. Amounts above 10% require that a modified application be approved by the LGC.
4. Closing Fees are invoiced with the Authority-to-Award (ATA) approval letter (Paragraph F, below). The Award Offer contained an *estimated* closing fee, but actual closing costs are based on the total costs after bids are received. Loan Fees are 2% and Grant Fees are 1.5%.

E) Plans and Specifications Approval (see DWI website for guidance and details)

1. Plans and Specifications must be submitted within **15 months** of the LOIF.
2. Plans and Specifications must be approved within **19 months** of the LOIF. This includes issuance of all permits.
3. The project's plans and specifications must be approved by DWI prior to advertising for bids. Changes by addendum must be submitted to DWI for approval. Changes by change order must also be submitted for approval.

F) Bidding and Issuance of Authority to Award (ATA) the Construction Contract

1. Issuance of the ATA approval letter must be within **23 months** of the LOIF letter.
Awarding contracts before issuance of the ATA letter is at the risk of the Owner.
2. The contracts may be advertised as soon as plans and specifications are approved and permits are issued. NC General Statutes require the project be advertised for 7 days; however, DWI prefers projects be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans and Specifications approval letter has the Project Bid Information (PBI) Form attached. It, and the other information described in it, must be submitted to and approved by DWI **before contracts can be awarded**. This information includes:
 - a) PBI Form, fully completed and signed by Authorized Representative;
 - b) Certified Bid Tabulation, sealed by the consulting engineer;
 - c) Proposal(s) from the successful bidder(s) (i.e., Bid Form);
 - d) Tentative award resolution from loan recipient, subject to DWI approval;
 - e) Engineer's Recommendation-of-Award Letter;
 - f) Proof of Advertisement (e.g., newspaper clipping of the request for bids);
 - g) American Iron and Steel Certification (DWSRF only); and
 - h) DBE (MBE/WBE) outreach documentation (Detailed guidance for DBE-outreach procedures and forms to be completed are available on the DWI website).
3. In an environment where program funding is limited, monies (project costs) not demonstrated to be needed by the Applicant will be made immediately available (de-obligated) for future funding rounds.

G) Construction Phase of Project

1. Inspections

- a) Site Inspections will be conducted for all funded projects. Coordinate the Pre-Construction Conference with the Inspector assigned to the project. The number of inspections performed will be determined based on the length of the project, type of project, amount of funding involved, and other factors. Any duly authorized representative of the State shall have access to the work site, and the Contractor shall provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for audit and examination purposes, to any records pertinent to the funds.
- b) A primary duty of the administering State agency is to guard against fraud, waste and abuse of Federal funds. To ensure proper use of Federal funds, State personnel may review submittals, daily logs, testing reports, as-builts and other appropriate construction documentation to verify that project elements meet the approved specifications. Generally, any changes to unit quantities or changes in specifications that result in substantial monetary savings for the Owner, will need to be documented by change order.
- c) Conformance with SRF standard conditions is a primary program responsibility. These currently include DBE, Davis-Bacon and American Iron and Steel.
- d) Additionally, inspections may uncover unsafe construction practices and environmental compliance violations. While not necessarily in SRF staff jurisdiction, deficiencies may be referred to the appropriate enforcement agencies. Expedient and timely use of SRF funds is a program goal, and avoidance of any delay in construction is a concern, particularly delays associated with public health or worker safety, which are of concern in their own right.

2. Disbursements (\$\$\$)

a) First Disbursement

- i) Approval of Construction Contracts must happen with **24 months** of the LOIF letter. The following items are required for approval:
 - o Contract must be fully executed and bound;
 - o Notice to Proceed (NTP) must be executed by the Owner and Contractor;
 - o The project specifications must include 100% performance and payment bonds. Bonds must be dated on or after the contract date;
 - o Original power of attorney must be dated on or after bonds;
 - o The Contractor must provide current Insurance;
 - o All documents must be bound with the specifications; and
 - o Davis-Bacon documents must be present (bound within) the specifications.
- ii) Capital Project Ordinance submitted as required by G.S. 159-13.2. Alternately a budget ordinance that clearly identifies the project being funded by the SRF can be submitted;
- iii) All items under Item D,1;
- iv) Site Certificate;

- v) Engineering Contracts, if payment is sought;
- vi) Closing Fee must have been received; and
- vii) For Loans, promissory note executed and returned to the Local Government Commission (this is requested from the LGC upon receipt of the executed construction contract and is for the amount noted in the ATA letter).

b) Disbursements - General Information

- i) Forms can be found online. A sample was included with the Loan Offer;
- ii) Disbursement requests should be sent to the attention of the following individual:
Teresa Tripp / NCDEQ – DWI / 1633 Mail Service Center / Raleigh, NC 27699-1633;
- iii) All items must be approved in advance before being reimbursed;
- iv) One copy of each of the following information is required for reimbursements:
 - o Reimbursement-request form with original signature;
 - o Contractor's (or contractors') monthly estimates;
 - o Engineering invoices;
 - o Invoices for any other approved costs;
 - o Eligible land costs will be reimbursed when the land has been acquired. A copy of an offer to purchase the land must be submitted with the appraisal. **Condemned-land costs are not eligible in the DWSRF program;**
- v) Indicate cumulative totals on the reimbursement form;
- vi) Check the appropriate box regarding whether the contractor(s) have already been paid. Note that if DWI funds are needed to pay the contractor(s), the funds must be disbursed within 3 banking days of receipt;
- vii) As noted in the Award Offer's "Assurances", sales taxes will be deducted from disbursements if an applicant indicates they intend to seek reimbursement for them from the NC Department of Revenue. A certification form is provided on the DWI website to indicate what the Owner intends to do regarding sales tax; and
- viii) Note that Davis-Bacon certified payrolls and materials' invoices that support the contract summary invoice **do not** need to be submitted with reimbursement requests.

c) Project Closeout and Final Disbursement

- i) Funds are held at 95% until the final payment is authorized.
- ii) Required items for final payment include:
 - o The inspector must issue a final inspection report signifying the project is complete, all concerns have been satisfied, and all change orders have been submitted.
 - o Final invoices showing zero retainage must be submitted with a final reimbursement request.
 - o Submit the following to Pam Whitley with DWI:
 - ✓ Engineer's certifications;
 - ✓ Owner's Certification of Completion; and
 - ✓ Signed Closeout Checklist.

H) REPAYMENTS(Loans Only)

1. Repayments will be reflected in the final promissory note and will be for the actual funds borrowed.
2. Repayments by the recipient begin on the May 1st or November 1st that is between 6 months and 12 months after the original project completion noted on the NTP.
3. The May 1st payment includes principal and interest, while the November 1st payment is interest only.
4. **Interest begins to accrue from the date of completion noted on the NTP** (i.e., no interest during the originally planned construction period). For multi-prime contracts, the general contract will be used to set this date.
5. "Construction-Manager-at-Risk" and "Design-Build" contracts should set their dates of completion within those specific contracts.

I) Eligible Expenses

1. Regulatory Authority - DWSRF

- a) The types of projects that can be funded are defined in Section 1452 of the Safe Drinking Water Act. Generally, these are described as:
 - i) Treatment;
 - ii) Transmission and Distribution;
 - iii) Source;
 - iv) Storage;
 - v) Consolidation; and
 - vi) Creation of new systems.

2. Construction – Items Not Eligible

- a) Project elements not related to the scope of the approved project.
- b) DWSRF will pay to restore project-related items such as road patching, sidewalks, fences, seeding, etc. The complete paving of streets, unless warranted by their disturbance from the construction activities – even if required by NCDOT – is not eligible.
- c) Note that items or rework that should be covered by bonds, insurance or liquidated damages will not be covered by the SRF funds.
- d) Any installation of service lines or service laterals outside the right-of-way.
- e) Operation-and-maintenance types of work, or items such as spare parts.
- f) Extended warranties or maintenance contracts.
- g) Wastewater facilities are not eligible for DWSRF monies, unless work is necessary to complete a drinking water project (e.g. moving a sewer line).

3. Engineering and Technical Services – Eligibility Considerations

- a) Planning and Design Contracts must include task descriptions, and these tasks must be associated with the project being built.
- b) Construction Administration and Inspection:
 - i) Task Description must be included and tasks must be associated with eligible construction work
 - ii) Typical tasks include, but are not limited to: attending meetings, providing plan copies, reviewing test results, reviewing shop drawings, reviewing payment applications, preparing change orders, coordinating with DWI, preparing as-builts, etc.
 - iii) Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
 - iv) Invoices must include hours, rate and task.
 - v) Contract must be amended to pay beyond the ceiling, and it must be accompanied by a justification, such as a corresponding change order.
- c) Other eligible engineering activities include bidding, O&M manuals, soils reports, etc.

4. Other Eligibility Notes

- a) Legal - Legal fees for contract review and for advertisements, etc.
- b) Real Property - limited to actual value of the property (not what is paid). Costs associated with condemnations are not eligible.
- c) Preparation of permits required by Federal or State regulations or procedures.
- d) Permits imposed by the local unit of government (e.g., building permits) are not eligible.

**CERTIFICATION REGARDING
UNIFORM RELOCATION ASSISTANCE AND
REAL PROPERTY ACQUISITION POLICIES (URLAP) ACT OF 1970**

Applicant: _____
DWI Project No.: _____
Project Name: _____

Please check appropriate boxes:

☐ I certify that all real property (including easements) has been acquired, or condemnation proceedings for property have been entered into, thereby providing legal access for this project.
AND
☐ I certify to the best of my knowledge and belief that the acquisition of property specifically for the above-referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition of real property either: ☐ Did not result in the displacement of any person, business or farm operation.
OR
☐ Relocation was involved in the land acquisition, and the Federal Highway Administration (FHA) was contacted for technical assistance.
----- OR
☐ Compliance with the Uniform Act does not apply because the land and/or easements associated with the above-referenced project was/were acquired prior to the inception of the project. (Date land acquired: _____)

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

Applicant's Authorized Representative or Attorney (Signature)

Date

Applicant's Authorized Representative or Attorney (Print)

Title

Capital Project Ordinance (SAMPLE)

Be it ordained by the Governing Board of the ("Town" / "City" / "County" of *insert name of local government unit*), North Carolina, that pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following Capital Project Ordinance is hereby adopted:

Section 1: The capital project herein authorized ("Project") is for the construction and/or installation of drinking water infrastructure, to be financed by (*select those which apply*: "federal Drinking Water State Revolving Fund (DWSRF) loan" / "State of North Carolina revolving loan" / State of North Carolina grants and reserves" / "the sale of general obligation bonds").

Section 2: The officers of this unit of local government are hereby directed to proceed with the Project within the terms of the Board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the Project:

Engineering	<u>\$XXX,XXX</u>
Land	<u>\$XXX,XXX</u>
Construction	<u>\$X,XXX,XXX</u>
TOTAL	<u>\$X,XXX,XXX</u>

Section 4: The following revenues are anticipated to be available to complete the Project:

Federal DWSRF Loan	<u>\$X,XXX,XXX</u>
Proceeds from General Obligation Bonds	<u>\$X,XXX,XXX</u>
Transfer from Drinking Water Capital Reserve	<u>\$X,XXX,XXX</u>
TOTAL	<u>\$XXX,XXX,XXX</u>

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient, specifically detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 6: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the funding agency in an orderly and timely manner.

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each Project element in Section 3 and on the total grant/loan revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on the Project in every budget submission made to this Board.

Section 9: Copies of this Capital Project Ordinance shall be furnished by the Clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out the Project.

Duly adopted this the (*insert date*) day of (*insert month*) 201_.

Signature (Owner's Authorized Representative)

(Seal)

Attest: _____
Signature (Town / City / County Clerk)

Division of Water Infrastructure

Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with engineering procurement guidelines. To comply, you must follow NCGS 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

Applicant: _____

Project Name: _____

CWSRF Number: _____

1) List the basic services being provided: (planning, design, inspection etc.)

2) Provide documentation of the announcement and qualifications requested.

3) List the firms the announcement was discussed with or that proposals were received from in order of quality.

4) Was a contract negotiated with the best qualified firm? Yes No (circle)
If no, explain why.

By signing below, I _____, the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

(signed name, title and date)

(SRF staff use only – Check and initial here if debarment status checked and firm is NOT debarred ☐ _____)

E4

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Appointment; Greene County Public Library Board

Date: June 20, 2022

An appointment to the Greene County Public Library Board is needed at this time. We have received three applicants for this position. They are Casey DeLeon, Crystal Jones, and Lou Ann Shackelford. The recommendation of the Director Libraries for the Neuse Regional Libraries is attached.

Action Recommended:

Motion to appoint applicant to the vacant Greene County Public Library Board

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Kathy Mooring

From: Melanie Morgan <mmorgan@neuselibrary.org>
Sent: Thursday, June 9, 2022 4:41 PM
To: Kyle DeHaven; Kathy Mooring
Cc: Donna Edwards
Subject: GCPL Board Member Applicant Submission
Attachments: GCPLLetter-signed.pdf; GCApplication.pdf

Hello Kyle and Kathy,

Attached is an application submission for the open GCPL Board Member position. Please let me know if you have any questions. Thank you for your patience.

Melanie U. Morgan

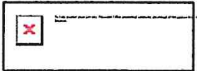
Director of Libraries

Neuse Regional Libraries

510 N. Queen Street

Kinston, NC 28501

252.527.7066 ext. 130





NEUSE REGIONAL LIBRARIES

Inspiring Creativity. Fostering Learning. Engaging Community.

June 9, 2022

Greene County Government
229 Kingold Blvd.
Snow Hill, NC 28580

To Chairman Heath and Commissioners:

Libraries are important cornerstones of a healthy community. Libraries give people the opportunity to find jobs, receive homework help, access technology, and experience new ideas, while at the same time providing a sense of connection. The Greene County Public Library has embraced the philosophy that community-centered approaches should steer every new undertaking and that has led to a Library that is clearly deeply valued by its users and prioritized by its community.

As you know, behind every great library is a great Board of Trustees who advocate and serve in countless ways to provide key services to the community. On behalf of the Greene County Public Library, I submit Casey Deleon's application for consideration for the open Library Board of Trustees position. Casey Deleon is a respected Teacher Assistant for the Greene County Public Schools, active library user, and an advocate for literacy. As the Library seeks to diversify our boards to ensure that we have advocates from all demographics, Ms. Deleon's service to Greene County as a Library Board Member would ensure future sustainability and equal representation of the community. The success and achievements of the Greene County Public Library depends upon the leadership, commitment and dedication of its trustees.

Thank you for your consideration for the appointment of Casey Deleon to the Greene County Public Library Board as well as your continued support of the Library. We are very grateful.

Sincerely,

Melanie Morgan
Director of Libraries

510 North Queen Street, Kinston, NC 28501

P (252) 527.7066 F (252) 527.8220 E mmorgan@neuselibrary.org W neuselibrary.org



Application for Appointment to Greene County Advisory Boards and Commissions

1 Application for Appointment to:

Board /
Committee

Greene County Public Library Board

2

About You

Casey Lynn DeLeon

252-999-0222

Name (above)

Phone Number (above)

272 Oaks Rd. Hookerton N.C 28538

Address (above)

caseydeleon@greene.k12.nc.us Teacher Assistant

Email Address (above)

Occupation (above)

If necessary, please use the back of this form to answer the following questions:

Current volunteer activities/other Board & Commissions (above)

To promote library services for all children/
families in my community.

Why are you interested in serving on this Board? (above)

3

Policy

- All Boards/Committees shall have an appropriate membership regarding race, gender, and geographical location, when applicable and possible.
- Boards/Committees Vacancies shall be advertised in the local newspaper, on the County Website, on County Social Media, and at Commissioner's meetings at least one month before appointments are needed
- Citizens interested in serving on a board/committee shall complete an application available from the Clerk to the Board or online at Greencountync.gov before being considered for nomination.
- The Board of Commissioners will be provided, by the Chairperson of the board/committee, an annual list of Board/Committee members whose terms are set to expire that calendar year. The Board shall make every effort to make appointments during the month for which they are due. In the event of an expired term, members shall continue to serve until a new member is appointed. The Board of Commissioners shall make appointments to fill unexpired terms, created by resignation, removal, or other causes, as expeditiously as possible.
- The Greene County Board of Commissioners shall make all appointments, by giving due consideration to the needs of Greene County, and in conjunction with available applications for appointment. Requested reappointments to the board/committee will be given preference as requested by the board to which the reappointment is being made.
- New board appointees shall be oriented by the Agency Director or Chairperson of the Committee. Appointee shall follow the rules and procedures of their respective Regional and State Board/Committee to such extent as their bylaws superseded the County's policy. Failure to meet the qualifications as deemed appropriate by the respective board/committee may result in the removal of the board.
- The Greene County Board of Commissioners requests that each Board/Committee to which they make appointments adopt a 75% per year attendance policy applies to all appointees and enforce such policy through written notification to the Board of Commissioners. When the Board of Commissioners has been notified, that appointees failed to maintain the required 75%-year attendance, the appointee will be replaced. The appointee will be notified by letter from the Chairperson, with a copy of the Board Appointment Policy attached, that they have been replaced due to their failure to attend the required percentage of meetings.
- The Greene County Board of Commissioners requests that all Boards/Committees to which they make appointments : communicate and provide written minutes if requested by the Board.
- In order to allow more individuals an opportunity to serve on Greene County Boards/Committees, the County Commissioners establish a limit of time an individual can serve, unless specified by a State or Regional Board or requested reappointments. The term limit shall be three full terms with 3 years per term. Filling an unexpired term or probationary term does not count toward the term limits.

4

Signature

I understand the responsibilities/policy of serving as a board member and affirm that the information in this application is true and correct.

X Casey DeLeon

Signature (above)

6-9-22

Date (above)



Application for Appointment to Greene County Advisory Boards and Commissions

1**Application for Appointment to:****Board /
Committee****Greene County Public Library****2****Crystal S Jones****(252) 315-2340****About You**

Name (above)

Phone Number (above)

106 Hull Road, Snow Hill, NC 28580

Address (above)

crisjones75@aol.com

Email Address (above)

Co-Pastor

Occupation (above)

If necessary, please use the back of this form to answer the following questions:

Lenoir Greene United Way

Current volunteer activities/other Board & Commissions (above)

As an active member of the Greene County community and library advocate, I would be honored to serve as a Greene County Public Library Board of Trustee. It is my hope to support

Why are you interested in serving on this Board? (above)

3**Policy**

- All Boards/Committees shall have an appropriate membership regarding race, gender, and geographical location, when applicable and possible.
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4**Signature**

I understand the responsibilities/policy of serving as a board member and affirm that the information in this application is true and correct.

X

Signature (above)

6/10/2022

Date (above)

As an active member of the Greene County community and library advocate, I would be honored to serve as a Greene County Public Library Board of Trustee. It is my hope to support the Library's mission to inspire creativity, foster learning and engage the community.



Application for Appointment to Greene County Advisory Boards and Commissions

1 Application for Appointment to:

Board /
Committee

Greene County Neuse Regional Library Board

2
About You

Low Anne T. Shackelford

Name (above)

252-717-8741

Phone Number (above)

PO Box 207 Hookerton, NC 28538

Address (above)

latshack@gmail.com

Email Address (above)

Retired Educator

Occupation (above)

If necessary, please use the back of this form to answer the following questions:

Pres. Hookerton
United Meth.
Women

Treasurer of Greene Co. Friends of Library Board member
Current volunteer activities/other Board & Commissions (above) Partnership for Children

I am interested in making sure our library knows (over)
Why are you interested in serving on this Board? (above)

3

Policy

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4

Signature

I understand the responsibilities/policy of serving as a board member and affirm that the information in this application is true and correct.

X Low Anne T. Shackelford

Signature (above)

4-26-2022

Date (above)

what is available to keep our library strong with books, technology and additional resources as needed. Our dear friend, Connie Miller, who served on this board passed away so I am interested in filling this vacancy for Greene County.

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Scale Replacement Proposal; Landfill

Date: June 20, 2022

I have become informed that our Landfill is need of the scales to be replaced. In the past few years, we have worked on them numerous times to keep them functional and operating. An opportunity to replace them with deregulated ARP funds has presented itself and a quote to do so is attached. The quote is for \$93,500 from Charlotte Scale Company. The quote preparer, Mr. Barber, has stated he will honor the quote if approved on Monday June 20th.

Action Recommended:

Motion to accept the proposal for new scale purchase from the Landfill

Board Action is Needed

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www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment



Charlotte Scale Co., Inc.

1510 Ameron Drive, Charlotte, NC 28206

Phone (704) 376-8496 / Fax (704) 343-2681

www.charlottescale.com / mail@charlottescale.com

Price Quotation

20829

Greene County Landfill
105 Landfill Rd
Walstonburg, NC 27888
Attn: David Jones david.jones@greene-countync.gov
P. (252) 747-5720 F. (252) 747-4702
Subject: Replacement Truck Scale

Date:	Monday, May 16, 2022
Ship Date:	To Be Determined
FOB:	Factory
Sales Person:	Nolan Barber

Here is our quotation on the goods named, subject to the conditions noted:

Conditions: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All Quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by establishing trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. The law governing this transaction shall be the law of the state where the scales are located.

The measurement uncertainty has been considered using a simple acceptance in which the value of uncertainty is not factored into the tolerance. This is a shared risk decision rule in which the customer also has responsibility for determining acceptance of the result. Please call our office if you require something different. Calibration method is per Handbook 44 and our procedures. Customer agrees to these terms, unless otherwise noted, if quote is accepted verbally, in writing or if a PO is issued on its behalf. The Measurement of Uncertainty can be provided upon request.

Qty.	Description	Price	Amount
1	P/N 3238631.1 Rice Lake Custom Steel Deck Truck scale to fit existing foundation. * 70' x 10' Steel Deck Truck Scale * Eight(8) 75,000 lb. load cells	\$ 75,000.00	\$ 75,000.00
1	Estimated Freight (Price is based on today's fuel charges)	\$ 3,500.00	\$ 3,500.00
1	Estimated Installation (Removal of old scale and installation of new scale)	\$ 5,000.00	\$ 5,000.00
1	Estimated Crane Cost	\$ 10,000.00	\$ 10,000.00
Options (Optional Equipment prices not included in total)			
	P/N 3238631.2 Deck Plate Upgrade (5/16" to 3/8").....	\$10,750.00	
	P/N 3238631.3 Tread Plate Runners (30' x 3/8" Thick).....	\$17,750.00	
	P/N 3238631.4 Single Pipe, Standard height Guide Rails.....	\$4,900.00	
Notes:			
1. The above prices do not include any concrete work, electrical, soil testing, disposal of existing scale, scale indicator, remote display, conduit, and/or taxes.			
2. It is assumed to reuse the existing scale indicator and remote display.			
Total Excluding Taxes and Shipping Unless Otherwise Noted Above:			\$ 93,500.00

Quote Valid For 30 Days

By

Jason Maggs

Sales**Service****Rental**

EL

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Grant Project Budget Ordinance; State Emergency & Disaster Response Reserve (SERDRF)

Date: June 20, 2022

Grant monies have been received from the state of NC to assist in Hazard Mitigation efforts in Greene County. These funds will be used for the purchase of multiple stream gauges and other equipment to assist the County in Response and Recovery efforts.

Action Recommended:

Motion to approve the Resolution adopting the Grant Project Budget Ordinance

Board Action is Needed

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www.greenecountync.gov

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Commissioners
Bennie Heath - Chairman
James T. Shackleford - Vice Chairman
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

**RESOLUTION
ADOPTING GRANT PROJECT BUDGET ORDINANCE
FOR STATE EMERGENCY & DISASTER RESPONSE RESERVE -200**

- WHEREAS,** Greene County has been adversely affected during Many Hurricanes and Storms in the recent past and has committed to mitigating these hazards from Greene County as much as possible, and
- WHEREAS,** Greene County has been awarded a State Emergency & Disaster Response Reserve Grant as a direct appropriation from the General Assembly in the amount of \$50,000, and
- WHEREAS,** State Emergency & Disaster Response Reserve Grant (SERDRF)200 is to be used for Flood Mitigation efforts in Greene County, and for ancillary Hazard Mitigation efforts, and
- WHEREAS,** The County has complied with and agrees to comply with the North Carolina Department of Public Safety for the intent of these funds, the desired results and outcomes, and the performance measure to maintain compliance with these funds.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:

That the attached Grant Project Budget Ordinance is approved and the Chairman and County Manager are authorized and directed to execute all documents associated with award of contracts on behalf of Greene County.

Adopted on this _____ day of _____, 2022 at Snow Hill, North Carolina

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www.greenecountync.gov

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Commissioners
Bennie Heath - Chairman
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County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

Bennie Heath, Chairman
Greene County Board of Commissioners

(SEAL)
ATTEST:

Kyle J. DeHaven
Clerk to the Board

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
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The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

"Greene County is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)