AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
10:00 AM — GREENE COUNTY OPERATIONS CENTER
MONDAY, MARCH 6, 2023

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. February 20, 2023 Regular Meeting Minutes
2. Releases/Refunds
3. Consideration of Late Application for Property Tax Exemption
4. Budget Amendment; Senior Center

D. PUBLIC COMMENTS

E. PRESENTATIONS

1. Mickey Anderson; ECCOG
2. David Jones; Solid Waste Update
3. Rich Moore; AMI Update

F. COUNTY MANAGERS REPORT

1. Acceptance GLF Grantee Acknowledgement & Agreement
2. Resolution; Authorizing Execution of OPIOID Settlements & Approving Supplemental Agreement
3. Approval; Final Site & Design, Water Building
4. Approval; Justice Center HVAC Proposal

G. COUNTY ATTORNEY COMMENTS

H. COMMISSIONER'S REPORT AND RECOMMENDATION

I. CLOSED SESSION: Economic Development & Attorney Client Privilege

J. ADJOURN

C

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: March 6, 2023

The Consent Agenda for the March 6, 2023 Regular meeting consists of the following items:

1.) February 20, 2023, Regular Meeting Minutes
2.) Releases/Refunds
3.) Consideration of Late Present Use Value Application for Property Tax Exemption
4.) BA: Sr. Center

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

From: Kyle J. DeHaven, County Manager

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, February 20, 2023, at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Ray Johnson and Derek Burress, 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 at 7 p.m., and asked Commissioner Shackleford to give the invocation and lead the Pledge to the Flag.

There were four Greene County staff in attendance and seven other people present during the meeting.

B. Approval of Agenda

Chairman Heath asked for any changes to the Agenda.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously (5-0) to approve the agenda.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Seeing as there were none Chairman Heath called for a motion.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously (5-0) to approve the Consent Agenda.

-January 26, 2022 Mini-Retreat Meeting Minutes
-February 6, 2023 Regular Meeting Minutes
-Releases/Refunds
-Consideration of Late Applications Present Use Value

Refunds: NCVTS Tax & Tag

Stephen Dow Craft	$267.32	Pamela Denise Braswell	$22.89	East Carolina Erectors Co., LLC	$110.27
Kristen Sutton Tingen	$50.53	Raymond Louis Crawford	$60.12	Helen Roberson	$55.28

Refunds: Ad Valorem Tax

Harry Steven Joyner	$45.00	Joan A. Ferguson	$45.00		

D. Public Hearing – Rezoning Parcel 0400393

Chairman Heath opened the floor for public comment regarding the proposed rezoning request. Allison Ansilmo came forward and asked if the residents of this area need to be concerned about the amount of big trucks that will be coming through once this business opens. She was assured that the haulers will not be utilizing the roads behind the plant only the main road. Also, use of spray on fields, she was told the spraying of fields would not be needed.

No other people came forward with questions or concerns. Chairman Heath closed the floor for public comments. The Board was then asked to approve the proposed rezoning request.

On motion by Commissioner Jones and seconded by Commissioner Johnson per the Planning Board recommendation, the Board voted unanimously to approve this rezoning request.

E. Public Comments

1. Salvador Tinoco, 111 SE Second St. Snow Hill. Mr. Tinoco came to ask about the 2022 audit. He was advised that the county work has been complete and we are still waiting for the audit company to provide the audit.

F. Presentation

1. Stephanie Wiggins, Tax Administrator

Ms. Wiggins presented the most recent collections report and asked the Board to approve the order to advertise the tax liens.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the order to advertise.

2. Stephanie Wiggins, Tax Administrator

Ms. Wiggins stated per general statute NCGS 105-322(e) the Board of Equalization and Review should convene not earlier than the first Monday in April and not later than the first Monday in May and adjournment should be on or before the third Monday following its first meeting. She stated the meetings must be advertised at least 3 weeks prior to convening and is, therefore, asking that they Board of Equalization and Review convene on April 17, 2023 and adjourn on May 1, 2023.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to convene on April 17, 2023 and adjourn on May 1, 2023 as the Board of Equalization and Review.

G. County Manager Report

1. Mr. DeHaven presented a budget amendment to from the Sheriff's Department for monies to purchase two additional cars for the department. Chairman Heath stated he is glad to approve this request as this means that department is filling the open staff slots.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the Budget Amendment.

2. Mr. DeHaven next presented a Resolution Supporting Project Water's Application to the NC Department of Commerce. This is a building reuse grant and the County's contribution is 5% of awarded funds. The application is for $50,000, making the County's contribution $2,500.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the Resolution.

3. Mr. DeHaven next presented a request for re-appointment of four Planning Board members. The positions were advertised a couple of times and the only applications were from the sitting members for re-appointment.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the re-appointments.

4. Mr. DeHaven next presented the proposed Vehicle Fleet Policy. He stated this policy provides a singular policy for the purpose of the fleet. In the past, pieces of this proposed policy could be found in the personnel policy, safety manual, and insurance policies. This policy was discussed at the retreat in January and is presented for your approval. This policy will be an appendix to our Personnel Policy.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the Vehicle Fleet Policy.

5. Mr. DeHaven next presented a Public Records Request Policy. Mr. DeHaven stated this policy is presented to provide staff with a uniform process for handling Public Records Requests. The County has seen a substantial increase in public records requests warranting the need for a policy. This policy was discussed at the retreat and is presented for approval.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Public Records Request Policy.

6. Mr. DeHaven next presented a Proposed Amendment to the Juneteenth Personal Observance Day. These amendments will clarify those eligible for the benefit, and terms to which it can be used.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve said amendments to the Juneteenth Personal Observance Day.

7. Mr. DeHaven next presented an Amendment to the Personnel Policy. Mr. DeHaven stated the proposed revision will require Department Directors to give 30 days minimum notice upon separation to receive accrued benefits. This allows for a smooth transition of duties.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve this amendment to the Personnel Policy.

8. Mr. DeHaven next presented an Addition to the Personnel Policy. Mr. DeHaven stated a dress code policy is proposed to be added to the personnel policy. The purpose of this request is for County Staff to convey professionalism at their workplace. Commissioner Burress asked the County Attorney Gay Stanley if she was okay with this policy as he remembers that the previous County Attorney had reservations about having a dress code. Ms. Stanley stated as long as it is not impeding on anyone's religious beliefs, racial, cultural, or gender identity and was not discriminating in any way she was fine with it.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve this addition to the personnel policy.

H. County Attorney Report

Ms. Stanley stated in reference to the Vehicle Fleet Policy, this policy is subject to the County Safety Policy.

I. Commissioner's Report and Recommendations

Commissioner Burress asked about the fire hydrant request from a couple of meetings ago. Mr. DeHaven stated he would have to ask the concerned parties about this. Commissioner Burress asked about the evaluation for the County Manager being every six months but he thought it was once a year. Chairman Heath said it did say every six months but he believes that was error and it is once a year. Chairman Heath wanted to remind everyone about the 30th Anniversary of the

Senior Tarheel Legislature will be held at the Senior Center from 2 – 3 p.m. on Friday the 24th. Mr. DeHaven stated there will be a Black History Month Parade on Saturday the 25th at 2 p.m.

J. Closed Session – Economic Development and Personnel

Motion/Second into Closed Session: Commissioners Jones/Johnson
Motion/Second out of Closed Session: Commissioners Jones/Johnson

Upon coming out of Closed Session Commissioner Jones made a motion to approve the County Manager's contract, Commissioner Johnson seconded the motion. Commissioner Burress made a motion to have the County Manager's evaluation done one month prior to the contract being presented to the Board for renewal. This motion was seconded by Commissioner Johnson. The Board voted unanimously to approve this motion. Commissioner Burress made a second motion to remove the section that will provide a benefit to the County Manager for Capital Grants he writes and has approved. This motion was not seconded and failed. Chairman Heath called for a vote on the original motion including the first amendment to approve the County Manager's contract. The Board voted 4 – 1 (Commissioner Burress) to approve the contract of the County Manager.

K. ADJOURN

On motion by Commissioner Jones and second by Commissioner Johnson to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 8:50 p.m.

_____
Bennie Heath, Chairman

Attest:

_____
Kyle J. DeHaven, Clerk to the Board

C2

Refunds	NCVTS		"TAX & TAG"										
DATE:	3/6/2023												
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason
Watson, Donnell, Jr., 779 Lakeview Rd, LaGrange, NC 28551	2022	9/14/2022	KCA8975			F04		$8.48	$0.68			$9.16	Overlap in registration period with tag KFN1016. Tag surr. 2/20/2023. Refund 7 mths. SCW

C7

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
Fax 252-747-5067

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: February 28, 2023

Re: Tax Office Issues

Consideration of Late Application for Property Tax Exemption or Exclusion

The assessor has no authority to approve a late application for Property Tax Exemption or Exclusion. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners...". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached is a letter from a taxpayer requesting your consideration of his/her late application. The applicant and parcel meet the eligibility requirements. Consideration of this late application would be appreciated and is recommended since the Board has previously considered other late applications.

Property Tax Exemption

Jerusalem Methodist Church, Inc. - Parcel 0830029

Stephanie Wiggins
Tax Administrator

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

229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: Jerusalem Methodist Church, Inc

DATE: 2-15, 2023

RE: Request for acceptance of late Application for Property Tax Exemption or Exclusion. Parcel 0830029

Please accept our request for acceptance of my late application for ~~present use value~~ property tax exemption on the above referenced parcel. Our reason for filing untimely is

We thought it taken of on our previous appearance at the TAX office.

Joseph Grant
Jerusalem Methodist Church, Inc

2-15-2023
Date

RECEIVED
FEB 15 2023
GREENE COUNTY
TAX DEPARTMENT

C4

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT
EFSP Program
Senior Services
2/28/2023

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**
FEMA-EFSP	11-170-434821	2236.00	Emerg. Food & Shelter	11-580-5274	2236.00
Total		**$2,236**	**Total**		**$2,236**

Explanation: Recent Award under Phase 40 EFSP Program

Requested by:
S. Harrison 02-28-23

Approved by: Shawn L. Harrison

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

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Finance Director
Paula Loftin

E1

From: Kyle J. DeHaven, County Manager

Re: Mickey Anderson; East Carolina Council of Government

Date: March 6, 2023

Mr. Mickey Anderson, Transportation Planner for the ECCOG, will brief the Commissioners on the process of the County Transportation Plan. The CTP is a document that is supposed to be updated every 10 years. The formation of our local transportation board has really helped with dealing with local transportation issues. A subset of this group has been involved in preparing for when DOT would allow the CTP process to begin. Mickey will present, and be available for questions at this time.

Action Recommended:

Informational

No Board Action is Needed

Kathy Mooring

From: Micajah Anderson <manderson@eccog.org>
Sent: Monday, February 27, 2023 3:01 PM
To: Kyle DeHaven; Kathy Mooring
Subject: 3/6/23 Commissioners Meeting

Good afternoon Kyle and Kathy,,

NCDOT is ready to start the CTP process in Greene County. As a preliminary step of the project they try to inform different entities in the county beforehand, should they receive or have any questions on the matter. I had reached out a little while back about getting DOT and myself on the agenda for the 3/6/2023 County Commissioners meeting, and wanted to see if we can have five minutes of their time to just inform them of the CTP process. Please let me know if this is possible

Thank you so much,
Mickey Anderson

ECRPO, Transportation Planner

Eastern Carolina Rural Planning Organization

Eastern Carolina Council of Governments
233 Middle St, New Bern NC, Ste 300
Phone: (252)-571-7183
Email: manderson@eccog.org

ECC is a quasi-governmental planning organization serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne Counties

DISCLAIMER: Pursuant to the Freedom of Information-Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time.

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
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GREENE COUNTY
NORTH CAROLINA

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E2

From: Kyle J. DeHaven, County Manager

Re: David Jones; Solid Waste Update

Date: March 6, 2023

Mr. David Jones, Public Works Director, will provide an update of the Solid Waste (Landfill) department. He will be available for questions at this time.

Action Recommended:

Informational

No Board Action is Needed

REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: 3/6, 2023

TOPIC(S) TO BE PRESENTED: SOLIDWASTE UPDATE

PRESENTER'S NAME:
DAVID JONES

PRESENTER'S MAILING ADDRESS: 105 LANDFILL RD

PHONE #: 2527475720 FAX #:

PRESENTER'S EMAIL ADDRESS: david.jones@greenecountync.gov

The Greene County Board of Commissioners will meet on the 1st Monday of the month at 10:00 a.m. and the third Monday of the month at 7:00 p.m. On Mondays where a meeting and holiday coincide, the meeting will fall on the following Tuesday at the same time and place.

In accordance with §34.01 Rules of Procedure (F) of the Greene County, NC Code of Ordinances – "A request to have an item placed on the agenda must be received no later than 5:00 p.m. on the Tuesday preceding the meeting." If the presenter would like to provide additional attachments/handouts to the board prior to the meeting, the material(s) must be received by the Greene County Manager's Office no later than 12:00 pm of the Wednesday prior to the meeting. The request will be placed on the agenda as a presentation, which is defined as administrative and committee reports, unfinished business, and/or new business.

A Public Comment Period will be held at each meeting in accordance with §34.01 Rules of Procedure (G) of the Greene County, NC Code of Ordinances and the Greene County Public Comment Policy. The policies and ordinances can be found at www.greenecountync.gov.

To submit the Request To Be On The Agenda For The Greene County Board Of Commissioners form:

- Call (252) 747-3446 or (252) 747-2866
- Email kathy.mooring@greenecountync.gov
- Mail or deliver to Greene County Office Complex, County Manager's Office, 229 Kingold Blvd, Snow Hill, NC 28580.

Solidwaste update 2023

Convienant sites.

1. Attendant Contracts- Renew in July ann.
2. GFL hauling and disposal contract renews in July 2024
3. Current tons from con. Sites.

   MSW-2500 TO 2600 yr

   OCC{cardboard} -156tons yr

   Commingle recycling-92tons yr

   Sports complex, Office complex and dog pound. -60 tons yr

   Current hauling cost -$184.05 per

   Disposal cost -$51.15 per ton

   Commingle -$50.00 per ton

   OCC-0 per ton

   Current soildwaste HH fee is $84.00 per

LANDFILL UPDATE 2023

1. Life of site -40 to 50 years at current rate.

Avg. 1500 tons per yr of C/D waste landfilled

Avg 770 tons per yr of MSW transported to Sampson cty via GFL transfer station Wilson

Avg 241 tons per yr of yard waste ground and mix with weekly cover dirt

Equipment needs

Landfill compactor $400,000 used/ rebuilt -$800000 new

Maint. Budget must be increase annually to keep up with inflation.

Board of Commissioners
Bennie Heath, Chairman
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GREENE COUNTY
NORTH CAROLINA

County Manager
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E3

From: Kyle J. DeHaven, County Manager

Re: Rich Moore; AMI Update

Date: March 6, 2023

Mr. Rich Moore, of McDavid and Associates, will present an update of the County's Advanced Metering Infrastructure (AMI) System. The County implemented the AMI system in 2016 and has a 20-year contract with Mueller Technologies. He will discuss the pros and cons of the current system and offer his insight and recommendations of our system. He will be available for questions at this time.

Action Recommended:

Informational

No Board Action is Needed

REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: March 6, 2023

TOPIC(S) TO BE PRESENTED: Mueller Advanced Metering Infrastructure (AMI)

System Performance Update

PRESENTER'S NAME: Richard B. Moore, P.E.

PRESENTER'S MAILING ADDRESS: McDavid Associates, Inc.

P.O. Drawer 49, Farmville, NC 27828

PHONE #: (252) 753-2139 FAX #: (252) 753-7220

PRESENTER'S EMAIL ADDRESS: rbm@mcdavid-inc.com

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00 P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



Board of Commissioners Meeting Presentation
Mueller Advanced Metering Infrastructure (AMI) System Performance Update

Greene County operates an Advanced Metering Infrastructure (AMI) system that is designed to allow remote reading of water meters, electronic data collection, and direct billing from meter reading data. The AMI system was installed using the Mueller (manufacturer) metering, transmitter, data collection platform. Greene County specifications required the system to have an accuracy that allowed 99% of meters to be read remotely.

The AMI system has not been able to achieve the 99% accuracy requirement. Greene County has withheld final payment to Mueller pending demonstrating compliance with the accuracy requirement. Transmitters on existing meters have been identified as not working properly such that warranty requires replacement. Mueller has been working to replace warranty transmitters. Mueller has also added data collection antennae in an effort to improve read rate of water meters. Of the current 5,405 active meters approximately 755 meters are not reading electronically. The County is having to manually read the 755 meters.

At the end of 2022, Mueller proposed a solution that included replacement/upgrade of the existing AMI system at a discounted cost ($1+ million). This was rejected as the existing system is contracted to meet a 99% accuracy, was installed at a significant cost, and the County was not going to consider to invest additional construction funds until existing system was shown to function properly.

Mueller recognizes the need to meet contractual requirement of 99% accuracy. Mueller staff met with Greene County in February 2023 to identify issues and lay out a path to solving problems. The following is a summary of February discussions:

- Mueller accepts responsibility to meet contractual obligation regarding accuracy of meter reading.
- Mueller acknowledges that original meter transmitters are not as effective as were marketed to them.
- Mueller offers a plan of action to bring the County's system into contractual compliance through the following:
    - Upgrade the County's meter reading network to most current network at no cost.
    - Provide all needed hardware, programming, and training to the County at no cost.
    - Provide 1,500 current model meter transmitters to include labor to install at no cost. Initially new transmitters will be installed on the 755 meters not currently reading. Remaining transmitters will be installed based on failures that occur during warranty.

The result of the new network will require the County to temporarily operate two (2) networks. After negotiation by the County, Mueller agrees to cancel all fees related to the existing network and collect network fees only for the new system.

Mueller owes a written proposal that will ultimately be presented for Board approval. A presentation was desired to update the Board on current activities and status.

Action Recommended: No Action – For Information Purposes

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Paula Loftin

F1

From: Kyle J. DeHaven, County Manager

Re: Acceptance; Golden Leaf Grant acknowledgement and Agreement

Date: March 6, 2023

Goldenleaf has awarded a due diligence grant on an 18-acre parcel along HWY 58. The Grant amount is $50,000. This grant is to be completed in 12 months. Eligible due diligence expenditures are located in Item 6 letter C of the attached agreement. The Manager and Staff will be available for questions at this time.

Action Recommended:

Motion to approve Grantee acknowledgement and Agreement

Board Action is Needed

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

TO: Greene County Board of Commissioners
FROM: Trey Cash
DATE: March 6, 2023
SUBJECT: Golden LEAF Foundation Grantee Acknowledgment and Agreement

On February 2, 2023, the Golden LEAF Foundation awarded Greene County $50,000 for due diligence analyses on the Greene County Committee of 100's 18-acre parcel on Hwy 58 South. The grant award from Golden LEAF helps perform essential analyses of the property to make this property shovel-ready for potential companies.

Greene County Economic Development will manage and contract with companies to perform these analyses on the property within one year of the award date and submit all the proper paperwork to Golden LEAF.

Eligible due diligence items include phase 1 environmental site assessment; wetland and stream determination or detailed wetland and stream delineation; threatened and endangered species report; initial historical, archaeological, and cultural resource review; buildable area summary map; existing utilities capacity analysis; water system flow analysis; title opinion; and existing utilities map, and other items approved by Golden LEAF.

Greene County Economic Development requests the Board of Commissioners to accept the grant award and sign the Grantee Acknowledgment and Agreement.

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Greene

2. Project File Number & Title: G-6808/ Development of Snow Hill Business and Healthcare Campus

3. Purpose of Grant: This award provides funding to Greene County to conduct due diligence analyses on the approximately 18-acre parcel along Hwy 58 and, potentially, on adjacent property. The county anticipates that the property will be developed for commercial and industrial purposes. Due diligence to be completed with Golden LEAF funds must be approved by Golden LEAF.

4. Amount of Grant: $50,000.00

5. Award Date: 2/2/2023 Start Date:_____

6. Special Terms and Conditions Applicable to Grant:
   a) The term of the grant is 12 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
   b) Golden LEAF funds are for due diligence only. Funds may be used for due diligence on primary site and adjacent property.
   c) Eligible due diligence items include phase 1 environmental site assessment; wetland and stream determination or detailed wetland and stream delineation; threatened and endangered species report; initial historical, archaeological, and cultural resource review; buildable area summary map; existing utilities capacity analysis; water system flow analysis; title opinion; and existing utilities map, and other items approved by Golden LEAF.
   d) Release of funds is contingent on the grantee's securing control of the property to be evaluated.

7. Standard conditions on the release of grant funds:
   a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
   b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
   c) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
   d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or

investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this

Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.

b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.

c. The Grantee's tax-exempt status has been modified or revoked.

d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.

e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).

f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.

g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.

h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.

i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.

j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden

LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

_____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that

the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.

b) 30% of the remaining Net Revenue will be paid to Golden LEAF.

c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Paula Loftin

F2

From: Kyle J. DeHaven, County Manager

Re: Resolution Authorizing Execution of Opioid Settlements and Approving Supplemental Agreement

Date: March 6, 2023

A Resolution is attached that will include Greene County in the supplemental Opioid Settlement. This will allow access to "Wave 2" dollars. These dollars are slightly less than "Wave 1", but can be used for the same purpose. The "Waves" represent different companies that have settled their participative share of distributing Opioid drugs into the community.

Action Recommended:

Motion to approve the attached Resolution

Board Action is Needed

Kathy Mooring

From: Kyle DeHaven
Sent: Monday, February 20, 2023 4:44 PM
To: Kathy Mooring
Subject: FW: SUPPLEMENTAL OPIOID SETTLEMENTS - APPROVAL REQUESTED
Attachments: DOJ letter to counties 2.14.23c.pdf; NCACC-Resolution-Template-2nd-Wave-NC-Opioid-Allocation-SAAF-2.8.2023-FINAL.docx; SAAF Clean Final Feb 12 2023 for posting.pdf

Can you add this to the agenda? Make any resolution Greene County oriented

From: Kevin Leonard <kevin.leonard@ncacc.org>
Sent: Wednesday, February 15, 2023 8:25 AM
To: Commissioners <Commissioners@ncacc.org>; County Managers <CountyManagers@ncacc.org>; County Attorneys <CountyAttorneys@ncacc.org>
Cc: Kevin Leonard <kevin.leonard@ncacc.org>; Amy Bason <amy.bason@ncacc.org>
Subject: SUPPLEMENTAL OPIOID SETTLEMENTS - APPROVAL REQUESTED

Dear County Commissioners, County Managers, and County Attorneys:

As you may have heard NCDOJ recently announced five new opioid settlements with CVS, Walgreens, Walmart, Allergan, and Teva. These settlements will result in an additional $600 million to North Carolina state and local governments. This is in addition to the first round of settlements which resulted in $750 million being distributed to North Carolina state and local governments, with 85% going to local governments.

The distribution formula will mirror the original MOA allocation model outlined in the first settlement agreement, which your county signed in 2021. This is good news, and we hope you will sign the agreements as soon as possible.

To receive the settlement funds, several actions are needed.

ACTION ONE:

- Your Board must approve a resolution joining the settlements.
- A sample resolution is attached for your consideration.
- Approving the resolution will authorize your county staff to sign the settlement paperwork.

ACTION TWO:

- County staff needs to sign the settlement paperwork.
- Be sure to sign all five settlements and the Supplemental Agreement for Additional Funds (SAAF).
- Docu-sign links will be provided to county staff (Manager or Attorney) to sign the agreements.

DEADLINE:

- Counties have until **April 18** to join and sign the settlement agreements.

HELPFUL MATERIALS ATTACHED:

- Communication from Attorney General Josh Stein
- Sample Board Resolution
- Supplemental Agreement for Additional Funds (SAAF)

QUESTIONS:

- For legal questions, please consult your county attorney or local counsel.

- NCDOJ – email opioidsettlement@ncdoj.gov
- NCACC – Amy Bason / NCACC Deputy Director & General Counsel / amy.bason@ncacc.org

We hope this information is helpful. Please let us know if we can be of further assistance.

Best,

Kevin Leonard

North Carolina Association of County Commissioners

Kevin Leonard
Executive Director
Phone (919) 369-8109
www.ncacc.org

JOSH STEIN
ATTORNEY GENERAL

February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the $26 billion national opioid settlements with the "big three" drug distributors plus Johnson & Johnson ("Wave One Settlements"). These funds began flowing to your county in 2022.

We recently negotiated $21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva ("Wave Two Settlements"). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina's state and local governments stand to receive more than $600 million from the Wave Two Settlements – in addition to the more than $750 million we are already receiving from the Wave One Settlements.

In traveling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, **North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement.** And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement ("MOA") on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the "Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation" or "SAAF" for short. It provides that the bulk of North Carolina's money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF. To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available HERE on NCACC's Opioid Settlement Assistance website; and a link to the template is also available HERE on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I'm proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available HERE on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website.

For more information, I encourage you to visit the "Opioid Settlements" section of DOJ's www.MorePowerfulNC.org website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (https://ncopioidsettlement.org/).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at opioidsettlement@ncdoj.gov.

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,



Josh Stein

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

RESOLUTION BY THE COUNTY OF GREENE AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, the overdose death rate in Greene County was 19 out of 100,000 people in 2020. This represents 4 people in Greene who died from overdose in that year; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

WHEREAS, it is advantageous to all North Carolinians for local governments, including Greene County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Greene County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the _____ day of _____, 2023.

_____
Bennie Heath, Chair
Greene County Board of Commissioners

ATTEST:

_____
Kyle J. DeHaven Clerk to the Board

SEAL

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds ("SAAF") is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement ("MOA") Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:

1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and

2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term "Bankruptcy Resolution" is defined in the MOA.

B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.

2. "Additional Funds" shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

3. "Additional Settlements" means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

4. "Additional Settling Defendants" means the defendants listed in section II.B of this SAAF.

5. "Local Counsel" means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.

6. "National Counsel" means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.

7. "Required Local Governments" means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.

2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State ("State Additional Abatement Fund"), (ii) 84.62% to abatement funds established by Local Governments ("Local Additional Abatement Funds"), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.

3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.

4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.

5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.

6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.

2. Amendments to the SAAF.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.

3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.

5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.

6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.

9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____
Name: _____
Title: _____
County/City/Town of _____
Date: _____

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Paula Loftin

F3

From: Kyle J. DeHaven, County Manager

Re: Approval; Final sight design and cost, Public Works maintenance Garage

Date: March 6, 2023

A final copy of the budget is presented for your review of the Public Works Maintenance Garage (Water Building). The cost is significantly more than initially anticipated, but is in line with similar buildings of that size in our current market. Management recommends the use of repurposed ARP funds for this expense. The Manager will be available for questions at this time.

Action Recommended:

Motion to approve the final site and design of the Public Works Maintenance Garage

Board Action is Needed

2/22/2023		Greene County Public Works General Conditions 2-22-23	Materials	Labor	Sub	Allowance	Total Project Cost
		Project Manager [$0.00]/week[(0)hrs at ($0.00)]		$2,000.00			
		Job Supervision		$12,000.00			
		Temporary Cleanup	$250.00	$500.00			
		Builders Risk Insurance			$2,070.00		
		Site Survey ,Layout and Staking			$5,500.00		
		Final Cleanup	$250.00	$1,200.00			
		Project Proposal and potential paperwork	$250.00	$250.00			
		Electric Tap Fees temporary service				$200.00	
		Electric Tap Fee Service underground				$400.00	
		Temporary Electric bill $0.00/week				$500.00	
		Equipment	$4,000.00				
		Testing				$2,500.00	
		Temporary Protection	$1,000.00				
		Gas & Oil	$1,400.00				
		Temporary Porta John and Facilities	$950.00				
		Fire Extinguishers			$450.00		
		Dumpster Fee	$1,900.00				
		Mechanical permit				$308.00	
		Termite prot. Soil treatment	$650.00				
		Safety for Job Site	$350.00				
		Gas Piping Exterior hookup and some gas				$1,500.00	
		Fees for Septic Permits & Water tap to be provided By Owner				$0.00	
		Plumbing Permit				$150.00	
		Insulation Permit Fees				$171.00	
		Building Permit& zoning Fees				$798.00	
		Job Safety Signs	$200.00				
		Job Site Signs	$900.00	$100.00			
		Electrical permit				$561.00	
		Water Meter and Tap provided by Owner				$0.00	
		Building Design & Engineering			$12,000.00		
		Site Design & Engineering			$12,000.00		
		Contigency 1.75%				$15,430.00	
		Subtotal	**$12,100.00**	**$16,050.00**	**$32,020.00**	**$22,518.00**	**$82,688.00**
		Sales tax					
		Payroll Tax and Insurance					
		TOTAL	**$12,100.00**	**$16,050.00**	**$32,020.00**	**$22,518.00**	**$82,688.00**

2/22/2023		Greene County Public Works 76'x 75' Spreadsheet 2-21-23	Materials	Labor	Sub	Allowances	Total Project Cost
		General Conditions	$12,100.00	$16,050.00	$32,020.00	$22,518.00	
		Sitework			$174,388.00	$7,850.00	
2/15/2023	*	Concrete Work, Foundation and Exterior pads			$67,800.00		
2/16/2023	*	PEB (Ascent)	$87,400.00		$48,450.00		
2/10/2023	*	Steel Stud Framing,Drywall, Acc. Ceiling tile,R-30 insulation over Accustical			$58,320.00	$500.00	
2/21/2023	*	Electrical			$31,500.00	$750.00	
11/10/1900	*	Plumbing			$29,730.00	$2,380.00	
2/15/2023	*	Mechanical/HVAC			$32,500.00	$250.00	
2/10/2023	*	1/2 Glass for (5) int. doors & 8 Windows & 2 bath room mirrors			$6,988.00	$275.00	
good-4-23	*	HM Frames 3 Steel doors 9 wood Doors & Hardware (CH Edwards) Wall baskets, HC bars	$17,065.00				
2/13/2023	*	Wood Blocking in walls	$450.00	$750.00			
2/17/2023		Fence around Septic and LP Tanks			$2,500.00		
2/13/2023	*	Anchor bolts (56)	$532.00				
2/13/2023	*	Warranty				$2,000.00	
2/13/2023	*	Handrails, Mirrors, and TP Holders	$250.00	$250.00			
2/16/2023	*	Insulation in Office Area (Walls)			$4,550.00		
2/13/2023	*	3 Awnings at walk doors				$4,500.00	
2/13/2023	*	Insulation PMB 6" Roof 4" walls 76' X 75'	$10,275.00			$250.00	
2/14/2023	*	Floor covering LVP (1843 Sq. Ft.)			$8,320.00		
2/10/2023	*	(4) 14' x 14' Overhead Doors			$27,195.00		
2/12/2023	*	Millwork, Shelving & trim out,hanging doors and HDW.			$12,100.00	$550.00	
2/13/2023	*	3 Automatic paper towel dispencers	$175.00	$50.00			
2/13/2023	*	Landscaping				$7,500.00	
2/17/2023	*	Add Brick work @ Front Entrance 26' x 14'			$7,800.00		
2/21/2023		25 KW Generator Set LP fuel driven			$15,000.00		
23-Feb	*	Painting & Finishing of Doors & Sheetrock			$10,775.00		
2/13/2023	*	Signage Interior & Exterior				$4,500.00	
2/13/2023	*	Septic System			$28,000.00		
2/16/2023	*	Appliances	$3,500.00	$1,000.00			
2/13/2023	*	Ice Machine	$4,250.00	$500.00			
		Subtotal	**$135,997.00**	**$18,600.00**	**$597,936.00**	**$53,823.00**	**$806,356.00**
		Sales tax	7.00%				
		Payroll Tax and Insurance		36.00%			
		Subtotal	**$145,516.79**	**$25,296.00**	**$597,936.00**	**$53,823.00**	**$822,571.79**
		O&P					10%
		TOTAL					**$904,828.97**

Add P&P Bond for $905,000 project

13805

$918,634

Board of Commissioners
Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Paula Loftin

F4

From: Kyle J. DeHaven, County Manager

Re: Justice Center HVAC

Date: March 6, 2023

A proposal is attached from Piedmont Service Group to replace 12 roof top package unites at the Justice Center. The proposal is turn key and will be scheduled not to interrupt normal operation. This equipment update will result in a corresponding maintenance agreement update, too. The existing equipment is under a maintenance contract but is beginning to have breakdowns outside the scope of the maintenance contracts. Another consideration is the increased cost across the board for all HVAC equipment that is being seen in the market that will likely never go back down. With this information, and the age of the equipment, this change out is recommended at this time. It is also recommended to utilize the repurposed ARP funds for this project. The Manager is available for questions at this time.

Action Recommended:

Motion to approve the Justice Center HVAC proposal

Board Action is Needed

Piedmont Service Group
Building Efficiency and Sustainability
A Service Logic Company

TO:	**Greene County Government** **229 Kingold Blvd** **Snow Hill, NC 28580**	**From: Rusty Beddard** **Piedmont Service Group** **4640 North Creek Drive** **Greenville, NC 27834**
Phone:	**252-747-3446**	**252-355-5051**
Email:	**kyle.dehaven@greenecountync.com**	**rbeddard@piedmontsg.com**

Project Location: Greene County Justice Center
301 N Greene Street Snow Hill

Quotation: Q-01-2023-282267
Date: January 23, 2023

Piedmont Service Group proposes to replace 12 rooftop package units.

Scope of Work:

Replacement of 12 roof top package units

- Removal and disposal of the existing units to EPA standards.
- Set new units on existing roof curbs with crane services.
- **This work will be done in stages to reduce the interruption to your building and its occupants.**
- The new HVAC systems will be gas/electric units instead of Heat Pumps. (Excluding the 30-ton)
- Piedmont Service Group will supply and install new gas piping from new Gas meter to roof top.
- All new gas piping will be painted, supported and labeled.
- **I have spoken with Piedmont Natural Gas and verified gas is available**.
- New Natural Gas meter supplied and Install by Piedmont Natural Gas.
- HVAC units that serve the "Cell Blocks" will be replaced one at a time, along with its ERV.
- All new units shall be equipped with hail guards, economizers BACnet cards, curb adaptors (where required) and hot gas reheat (where required).
- CMS Controls will be on site to disconnect/reconnect controls and also to reprogram controls to support the new gas/electrical units.
- Reuse electrical service disconnects.
- All low and high voltage wiring disconnection and reconnection are included.
- Project Management between PSG, CMS Controls and Greene County Government personnel.
- All labor, permitting fees, crane services start-up and commissioning and miscellaneous materials included.
- Cleanup and removal of all debris at work site.

Piedmont Service Group
Building Efficiency and Sustainability
A Service Logic Company

Project Investment $ 549,757

Clarifications:

- New units come with a 1-year labor, 1-year refrigerant, 1-year all parts and a 5-year compressor warranty.
- Existing fire protection shall be reused.
- All work will be done during normal business hours. (M-F, 7am-5pm)

Firm_____

Accepted by_____

Title_____

Date_____ By: ***Rusty Beddard***

Piedmont Service Group
Building Efficiency and Sustainability
A Service Logic Company

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. 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.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder unless noted otherwise within the agreement.

6. 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.

7. 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.

8. 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).

9. 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.

10. 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: _____ ***Date:*** _____

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