NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, March 6, 2023, at 10:00 a.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 10 a.m., and gave the invocation and lead the Pledge to the Flag.

There were five Greene County staff in attendance and nine 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 Shackleford, the Board voted unanimously (5-0) to approve the agenda.

C. Consent Agenda

Chairman Heath asked that the February 20th Regular Meeting Minutes be pulled for corrections. He also noted to add Budget Amendment for Public Works as C5.

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

-February 20, 2023 Regular Meeting Minutes – pulled for corrections
-Releases/Refunds
-Consideration of Late Applications for Tax Exemption
-Budget Amendment; Senior Center
-Budget Amendment; Public Works

Refunds: NCVTS Tax & Tag

Donnell Watson, Jr.	9.16				

D. Public Comments

1. Larry Schultz, American Legion. Mr. Schultz came to thank the Board for proceeding with the Memorial Plaque for Ray Eubanks in which there will be a dedication ceremony on March 23, 2023, 10 a.m. at the Operations Center.

E. Presentation

1. Mickey Anderson, Transportation Planner for the ECCOG along with Department of Transportation (DOT) personnel briefed 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.

At this point Commissioner Burress requested to go into a short-Closed Session. Chairman Heath asked for a motion to go into Closed Session – motion by Commissioner Burress and second by Commissioner Jones, the Board voted unanimously to go into Closed Session.

2. David Jones, Solid Waste Update. Mr. Jones reminded Commissioners that the convenience site attendant's contracts renew July 1st. He also stated the GFL contract for hauling and disposal renews July 2024. He went over current costs and amount of trash hauled from convenience sites. He went over same for the landfill and equipment needs. He noted landfill compactor is down and they are using an old backup compactor. They are looking into getting new. The cost for a used/rebuilt compactor runs around $400,000 and a new compactor starts at $800,000. He said getting compactors fixed is hard due to only one company locally does maintenance on these and can only do so much, plus the cost keeps going up and up. Commissioner Burress thanked David Jones for the update and he understands the issues brought to their attention may not need immediate attention but are still significant and need to be addressed. Commissioner Burress asked Mr. Jones to provide any recommendations and/or guidance he can provide.

3. Rich Moore, McDavid Associates. AMI Update. Mr. Moore presented an update of the County's Advanced Metering Infrastructure (AMI) System. (See attached update) The

County implemented the AMI system in 2016 and has 20-year contract with Mueller Technologies. Mr. Moore discussed the pros and cons of the current system and offered his insight and recommendations of our system. Commissioner Burress asked why it has taken so long when it was stated back in May 2021 defective meters were being replaced? Did the replacement not take place, or were the replacements also defective? Mr. Moore explained that the meters have never been the issue, it is the transmitters and yes, they have been replaced and the replacements are still defective or not working properly.

F. County Manager Report

1. Mr. DeHaven presented Golden Leaf Grant Acknowledgement and Agreement. Mr. DeHaven noted that Golden Leaf has awarded a due diligence grant on the Greene County Committee of 100's 18-acre parcel along Hwy 58 to perform essential analyses of the property to make this property shovel-ready for potential companies. The grant amount is $50,000. The grant is to be completed in 12 months. Eligible due diligence expenditures are located in Item 6 letter C of the agreement.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Golden Leaf Grant Acknowledgement and Agreement.

2. Mr. DeHaven next presented a Resolution Authorizing Execution of Opioid Settlements and Approving Supplemental Agreement. This Resolution/Agreement 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.

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

3. Mr. DeHaven next asked for approval of the final sight design and cost of the Public Works Maintenance Garage. Mr. DeHaven presented the final budget for review and approval. He noted the cost is significantly more than initially anticipated, but is in line with similar buildings of that size in our current market. Management is recommending use of repurposed ARP Funds. They are looking at a nine month build time.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the final sight design and cost of the Public Works Maintenance Garage.

4. Mr. DeHaven next presented a proposal from Piedmont Service Group to replace 12 roof top package units at the Justice Center. The proposal is turn key and will be scheduled not to interrupt normal operations. 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 recommended to utilize the repurposed ARP funds for this project.

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

G. County Attorney Report

No comment.

H. Commissioner's Report and Recommendations

Chairman Heath asked that Personnel be added to Closed Session. On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to Personnel to Closed Session. Commissioner Jones stated that in the current issue of Our State Magazine the front cover picture and other pictures inside the magazine were taken by a Greene County citizen.

I. Closed Session – Economic Development and Personnel

Closed Session #1 – Motion by Commissioner Burress and seconded by Commissioner Johnson to go into Closed Session.
Motion by Commissioner Jones and second by Commissioner Johnson to come out of Closed Session.

Motion/Second to go into Closed Session #2 by Commissioner Jones and Commissioner Shackleford.
Motion/Second to come out of Closed Session #2 by Commissioner Jones and Commissioner Johnson.

J. 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:

GREENE COUNTY COMMISSIONERS
NORTH CAROLINA

Kyle J. DeHaven, Clerk to the Board

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

F5

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

3/6/23

Public Works

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**
Fund Balance Appropriated	62230-439800	$ 98,000.00	Capital Outlay	62950-530200	$ 98,000.00
Total		$ 98,000.00	Total		$ 98,000.00

Explanation: New Landfill Scales - Ordered in FY 22 with approved PO; delivered FY 2023.

Requested by:

Approved by:

B.H.

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:

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 <u>12</u> 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): Greene County

Signature: Bennie Heath

Name of Person Signing (print): Bennie Heath

Title of Person Signing (print): Chairman, Board of Commissioners

Date: 3-6-23

GREENE COUNTY
NORTH CAROLINA

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

GREENE COUNTY
NORTH CAROLINA

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 6th day of March, 2023.

GREENE COUNTY COMMISSIONERS

Bennie Heath

Bennie Heath, Chair
Greene County Board of Commissioners

ATTEST:

Kyle J. DeHaven-Clerk to the Board

SEAL

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-