NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, July 15, 2024, at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman James Shackleford, Commissioners Jerry Jones, Derek Burress, and Ray Johnson. 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 7:00 p.m., and he asked Commissioner Jones to give the Invocation and lead the Pledge to the Flag.

There were four Greene County staff and six people from the public in attendance.

B. Approval of Agenda

Chairman Heath added 1 item to the agenda, F 10. CDBG-I Grant Funds and Resolutions.

On motion by Commissioner Jones with the noted addition and seconded by Commissioner Shackleford, the Board voted unanimously to approve the agenda.

C. Consent Agenda

Chairman Heath asked for any changes/corrections to the Consent Agenda. Seeing as none, he called for a motion.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously to approve the Consent Agenda as presented.

-June 24, 2024 Regular Meeting Minutes
-Releases/Refunds
-Consideration of Late Application for Property Tax Relief
-Consideration of Late Present Use Value Applicants
-Budget Amendment; Senior Center
-Position Classification Amendment
-Finance Monthly Report

Refunds: NCVTS Tax & Tag

Morgan Todd Vonhaugg, II	$75.59	Benjamin Zebulon Worthington	$46.42	Walker Carraway Sutton	$14.67

Refunds: Ad Valorem Tax

Wanda Swinson Burt (Mallie Smith, Deceased Account	$453.18				

D. Public Comments

None.

E. Presentations

1. Stephanie Wiggins, Greene County Tax Administrator
Ms. Wiggins presented the Monthly Collection Report and noted that the collection amounts on this report are adjusted payments (net amount after releases, refunds, and adjustments) plus interest.
She also presented the Annual Settlement to the Greene County Board of Commissioners FY 23/24. The annual settlement is composed of two parts. The current year collections (2023) and prior year collections (2013-2022).
She also requested the Order to Collect for FY 24/25.

On motion by Commissioner Jones to approve all three and seconded by Commissioner Johnson, the Board voted unanimously to approve the Monthly Collection Report, the Annual Settlement and the Order to Collect.

2. Civics Federal Credit Union (formerly the Local Government Federal Credit Union)
Mr. Paul Miller, Mr. Chris Temple and Mr. Pete Van Graafeiland came to request a space for a co-location opportunity with their Financial Institution and Greene County. They are looking for a location where a laptop can be set up with public access where citizens and County Staff who are Credit Union members can utilize the laptop to do their banking needs.
The Board of Commissioners likes the idea and advised that they will work the County Manager on a suitable location will get back with them on this.

F. County Manager

1. Mr. DeHaven presented the request to select a voting delegate for the NCACC annual conference business meeting. He noted that traditionally, the Chairman has been the Greene County voting delegate and the Vice-Chairman is the alternate. Commissioner Jones nominated Chairman Heath as the voting delegate and Vice-Chairman Shackleford as the alternate. Commissioner Johnson seconded the motion and the Board voted unanimously to approve the nominations.

2. Mr. DeHaven presented a sponsorship request for the Annual Snow Hill Tennis and Golf Tournament in support of the LCC Foundation. Mr. DeHaven noted we usually sponsor at the bronze level.

On motion by Commissioner Jones to sponsor at the Silver Level ($300) and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Sponsorship.

3. Mr. DeHaven next presented a request from the East Carolina Council of Government to appoint Ms. Renate Harper to the Community Advisory Committee as she has successfully completed the required training.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to appoint Ms. Renate Harper to the Community Advisory Committee.

4. Mr. DeHaven next presented a request from the local ABC Board to draw-down their retained earnings funds they have been contributing to a reserve fund annually for the Capital Expense of a new ABC store. The amount held in reserve at June 30, 2023 was $211,286, and the amount contributed to retained earnings in fiscal year 23/24 totaled $42,661. Therefore, bringing their total to $253,947 cumulatively. Mr. DeHaven stated with the blessing from our auditor on the amounts listed, he is requesting permission to disperse these funds as requested for their stated purpose.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the request by the ABC Board to draw-down their reserved funds.

5. Mr. DeHaven next presented a request from the Department of Social Services Board for an appointment. The position was advertised and two applications were received. The DSS Board requested the appointment of Crystal Keel. The DSS Board consists of 5 members; two appointed by the State, 2 appointed by the Commissioners, and 1 appointed by the DSS Board. This seat was for appointment by the County Commissioners.

On motion by Commissioner Jones and seconded by Commissioner Shackleford to appoint Chrystal Wilcox, Commissioner Burress at this point stated that the DSS Board recommended Crystal Keel and feels they should honor that request. Chairman Heath called for the vote and the motion to appoint Chrystal Wilcox was passed 4 – 1 (Commissioner Burress voted nay).

6. Mr. DeHaven next presented a Resolution by the County of Greene authorizing execution of Kroger Opioid Settlement and approving the second Supplemental Agreement for Additional Opioid Funds. This Resolution allows for the fair share of those funds to be distributed to Greene County to used with the first funding Settlements. Commissioner Burress asked for a blanket resolution that would cover all future settlements and he asked if we had a blanket resolution and Mr. DeHaven stated that even if we have a blanket resolution he feels it is better to do a resolution for each future settlement than chance us missing out on any funds from future settlements.

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

7. Mr. DeHaven next presented a Proposed Mass Gathering Ordinance. He stated this proposed Mass Gathering Ordinance is being presented at the request of the Greene County Board of Commissioners. The intent of this Ordinance is to establish a safe and structured process for the permitting of mass gatherings as defined therein. This is a draft proposal, and no action is asked to be taken, but rather a thorough review to make sure it fits the needs of Greene County as appropriately as possible. Mr. DeHaven noted that Commissioner Burress has already sent some suggestions.

8. Mr. DeHaven next presented Capital Project Budget Ordinance; OSBM 20264. A Capital Project Budget Ordinance is requested for a directed grant received from the General Assembly for the construction of a Courtroom in the space to be vacated by the Sheriff's Office upon completion of their new facility. The funds currently sit in a Special Revenue fund as is state law.

On motion by Commissioner Jones and seconded by Commissioner Johnson who said to hold the construction company to meeting deadlines or be fined accordingly, the Board voted unanimously to approve the Capital Project Budget Ordinance – OSBM 20264.

9. Mr. DeHaven next presented Capital Project Budget Ordinance; OSBM 20265. A Capital Project Budget Ordinance is requested for a directed grant received from the General Assembly for the site selection, and due diligences for selected Economic Development Sites. The funds currently sit in a Special Revenue fund as is state law.

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

10. Mr. DeHaven next presented a Community Development Block Grant under the Division of Water Infrastructure Grant Contract. The County applied for funds under the FY2023 CDBG Infrastructure (CDBG-I) Program and has been awarded a $3,000,000 grant from the Division of Water Infrastructure to be used on improvements to the Maury Wastewater Treatment Plant.

On motion by Commissioner Jones and seconded by Commissioner Johnson, Commissioner Burress stated he would like to have more notice of these things to be able to read over the documents. The Board voted unanimously to approve the contract and corresponding resolutions.

G. County Attorney Report

No comments.

H. Commissioner's Report and Recommendations

Chairman Heath congratulated the Fort Run Fire Department on getting their ISO rating of 5 today. Commissioner Burress had a question about the End of Year Budget Amendment that was approved at the last meeting on June 24, 2024. He went over the numbers in question and Mr. DeHaven explained it was a typo and it would be corrected but it did not affect the ending numbers at all as the Budget Amendment balanced. Commissioner Burress also made a motion to remove Commissioner Jones from the Trillium Board in light of an article that was in the news last week, there was no second to this motion and it failed.

I. CLOSED SESSION – Economic Development and Attorney Client Privilege

Motion/Second into Closed Session: Commissioner Johnson and Commissioner Jones
Motion/Second out of Closed Session: Commissioner Jones and Commissioner Johnson

Upon coming out of Closed Session Commissioner Jones made a Motion to Adopt the Protective Covenants for I-587 Business Campus and have the County Attorney record said document with the Register of Deeds. Commissioner Johnson seconded the motion and the Board voted unanimously to approve the adoption of the Protective Covenants for I-587 Business Campus.

Commissioner Jones made a motion to approve a contract with Overton Group, LLC. Commissioner Shackleford seconded the motion, the Board voted unanimously to approve the contract with Overton Group, LLC.

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 8:20 p.m.

Bennie Heath

Bennie Heath, Chairman

Attest:

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Kyle J. DeHaven, Clerk to the Board

C5

GREENE COUNTY
Senior Center
BUDGET AMENDMENT
Meals on Wheels Unmet Needs Grant
7/2/2024

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**
MOW Unmet Needs Grant	11170-434822	5000.00	Salaries	11-588-510100	0.00
			Medicare	11-588-513000	0.00
			FICA	11-588-513100	0.00
			Retirement	11-588--513200	0.00
			Supplies	11-588-517100	1000.00
			Meals	11-588-517800	4,000.00
Total		**$5,000**	**Total**		**$5,000**

Explanation: The Senior Center was awarded a $5000 Grant from National Meals on Wheels to supply breakfasts to Home Delivery and Congegate Clients.

Requested by:
S. Harrison-Director
Greene Co. Senior Ctr.
7/2/2024

Approved by: Sharon L. Harrison

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

Order of Collection for 2024.2025
NCGS 105-321

State of North Carolina
County of Greene

To the Tax Collector of the County of Greene:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of tax collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth and solid waste fees. Such taxes and solid waste fees are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Greene, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal this 15th day of July, 2024.

Bennie Heath (SEAL)
Chairman, Greene County Board of Commissioners

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Attest:

Clerk to the Greene County Board of Commissioners

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
Sandy Shirtz

July 16, 2024

Ms. Renate Harper
5855 NC Hwy 58 N
Stantonsburg, NC 27883

Dear Ms. Harper

It is with great pleasure to advise you that you have been appointed to the Community Advisory Committee for Greene County by the Greene County Board of Commissioners.

Sincerely,

Bennie Heath

Bennie Heath, Chairman
Greene County Board of Commissioners

Cc: Lauren Latshaw
Sharon Harrison

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
Sandy Shirtz

July 16, 2024

Ms. Chrystal Wilcox
263 Oak Ridge Drive
Farmville, NC 27828

Dear Ms. Wilcox;

It is with great pleasure to advise you that you have been appointed to the Greene County Department Social Services Board by the Greene County Board of Commissioners.

Sincerely,

Bennie Heath

Bennie Heath, Chairman
Greene County Board of Commissioners

Cc: Amanda Smith, DSS Director

A RESOLUTION BY THE COUNTY OF GREENE AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL OPIOID FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000;

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

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;

WHEREAS, the citizens of Greene County have been substantially impacted by the negative effects of the opioid epidemic;

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;

WHEREAS, settlements have been reached in litigation against Kroger Co. ("Kroger"), as well as their subsidiaries, affiliates, officers, and directors named in the Kroger Settlements;

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 Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements;

WHEREAS, by joining the settlements and approving the SAAF-2, 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;

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-2 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 Greene County to help abate the harm; and

WHEREAS, the SAAF-2 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 Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 15th day of July, 2024.

Bennie Heath
Bennie Heath, Chairman
Greene County Board of Commissioners

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

ATTEST:

Kyle DeHaven, Clerk to the Board

SEAL

North Carolina Office of State Budget and Management

Contract # 20264

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and County of Greene (the "RECIPIENT") (referred to collectively as the "Parties").

1. **EFFECTIVE TERM:**

   The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. **RECIPIENT'S DUTIES:**

   The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

   The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

   The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $500,000.00.

   The RECIPIENT acknowledges they have provided the following additional documentation:

   a. Internal Revenue Service W-9 form (includes address, Tax ID) DS kD
   b. Electronic Payment Form & Supporting Document DS kD
   c. Scope of Work – Appendix A DS kD
   d. Policy addressing conflicts of interest DS kD
   e. **Sworn** Statement of no overdue tax debts DS kD

   The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

   The RECIPIENT shall ensure:

   a. Funds are used for nonsectarian, nonreligious purposes only.
   b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Kyle J. DeHaven Email: kyle.dehaven@greenecountync.gov Direct Phone: 252-653-7094 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Kyle DeHaven
B6DE2B14C9B0404...

Signature	4/5/2024 | 8:22 AM EDT Date
Kyle DeHaven Printed Name	County Manager Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CB5034DDDB04BB...

Signature

4/5/2024 | 12:40 PM EDT

Date

Kristin Walker

Printed Name

State Budget Director

Title

North Carolina Office of State Budget and Management

Contract # 20265

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and County of Greene (the "RECIPIENT") (referred to collectively as the "Parties").

1. **EFFECTIVE TERM:**

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. **RECIPIENT'S DUTIES:**

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $150,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) DS kD
b. Electronic Payment Form & Supporting Document DS kD
c. Scope of Work – Appendix A DS kD
d. Policy addressing conflicts of interest DS kD
e. **Sworn** Statement of no overdue tax debts DS kD

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Kyle DeHaven Email: kyle.dehaven@greenecountync.gov Direct Phone: 252-653-7094 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by: Kyle DeHaven B6DE2B14C9B0404...	4/5/2024 | 9:30 AM EDT
Signature	Date
Kyle DeHaven	County Manager
Printed Name	Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CB5034DDDB04BB...

4/5/2024 | 12:39 PM EDT

Signature Date

Kristin Walker State Budget Director

Printed Name Title

RESOLUTION BY THE BOARD OF COMMISSIONERS
OF
GREENE COUNTY
FY2023 CDBG-I PROGRAM

WHEREAS, Greene County has applied for funds under the FY2023 CDBG Infrastructure (CDBG-I) Program, and;

WHEREAS, Greene County has received a $3,000,000 grant award from the Division of Water Infrastructure;

WHEREAS, Greene County needs professional services to execute and manage the program in accordance with all applicable Federal, State and Local standards.

NOW, THEREFORE, BE IT RESOLVED, *the Board of Commissioners hereby authorizes the County Manager to complete procurement and selection of providers for Engineering, Planning and Design services, Administration and Program Management Services, Legal Services, and other miscellaneous services needed for execution of the program, and;*

THAT, *the County Chairman is hereby authorized to execute professional services contracts between the selected service providers and Greene County.*

Adopted July 15, 2024, by the Greene County Board of Commissioners.

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Bennie Heath

Bennie Heath
Chairman

ATTEST:

Kyle J. DeHaven
Clerk to the Board

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CAPITAL PROJECT BUDGET ORDINANCE
GREENE COUNTY
FY2023 CDBG INFRASTRUCTURE PROGRAM

Be it ordained by the Board of Commissioners of Greene County, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, Greene County adopts the following Grant Program Budget:

Section 1. The Program authorized is the Community Development Block Grant Infrastructure (CDBG-I) described in the work statement contained in the Letter of Intent between this unit and the State of North Carolina. This project is more familiarly known as the Greene County FY2023 CDBG-I Program.

Section 2. The officers of this unit are hereby directed to proceed with the Grant Program Budget within the terms of the grant documents, the rules and regulations and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this Program:

Community Development Funds		$	3,000,000
County Contribution			0
	TOTAL	$	3,000,000

Section 4. The following amounts are appropriated for the Program:

Wastewater Improvements		$	2,706,600
Administration			293,400
	TOTAL	$	3,000,000

Section 5. The finance officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations and is authorized to sign Budget Revisions to amend this budget within limits authorized for budget changes not requiring a program amendment.

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

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Adopted this 15th day of July, 2024.

Bennie Heath

Bennie Heath
Chairman

ATTEST:

Kyle J. DeHaven
County Manager

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RESOLUTION BY THE BOARD OF COMMISSIONERS
OF
GREENE COUNTY
CDBG-INFRASTRUCTURE (CDBG-I) PROGRAM

WHEREAS, Greene County has identified infrastructure need represented by improvements to the Maury Wastewater Treatment Plant, and;

WHEREAS, Greene County applied for funding from the State of North Carolina under the FY2023 CDBG-I Program, and;

WHEREAS, Greene County has been offered a $3,000,000 grant by the Division of Water Infrastructure under FY2023 CDBG-I Program, and;

NOW, THEREFORE, BE IT RESOLVED, *by the Greene County Board of Commissioners, Greene County hereby accepts the Division of Water Infrastructure Community Development Block Grant Infrastructure offer of $3,000,000;*

THAT, *Bennie Heath, Chairman, is hereby authorized to accept this grant offer on behalf of Greene County and execute the Grant Agreement and Funding Approval;*

Adopted this 15th day of July, 2024, at Snow Hill, North Carolina.

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Bennie Heath
Chairman

ATTEST:

Kyle J. DeHaven
Clerk to the Board

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STATE OF NORTH CAROLINA
COMMUNITY DEVELOPMENT BLOCK GRANT
DIVISION OF WATER INFRASTRUCTURE
GRANT CONTRACT

CDBG-I PROJECT NUMBER: 23-I-4150

GRANTOR: NC DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ"), an agency of the State of North Carolina ("State")

CONTRACT ADMINISTRATOR:
Stephanie Morris
1633 Mail Service Center
Raleigh, North Carolina 27699-1633
Phone: 919.707.9196; Fax: 919.715.6229
Email: stephanie.morris@deq.nc.gov

GRANT SUBRECIPIENT: Greene County, a North Carolina Local Government Unit [*county*], or a North Carolina Municipal Corporation [*town or city*] ("Subrecipient")

CONTRACT ADMINISTRATOR:
The Honorable Bennie Heath, Chairman
Greene County
229 Kingold Boulevard, Suite D
Snow Hill, North Carolina 28580
Phone: 252.747.3446
Email: kyle.dehaven@greenecountync.gov

FEDERAL I.D. NUMBER: 56-6000304

FISCAL YEAR END DATE: June 30

FEDERAL ASSISTANCE LISTING NUMBER (formerly CFDA): 14.228

SUBAWARD DATE: February 20, 2024 (the "Award Date")

GRANT AMOUNT: up to $3,000,000 (the "Grant")

CONTRACT EFFECTIVE DATE: Date of Last Signature (the "Effective Date")

EXECUTE CONSTRUCTION CONTRACT DATE: June 29, 2026

GRANT CONTRACT EXPIRATION DATE: July 31, 2027 (the "Expiration Date")

FINAL REPORT & FINAL REIMBURSEMENT DATE: September 14, 2027

GRANT CLOSEOUT DATE: November 19, 2027

THIS GRANT CONTRACT (the "Grant Contract") is made and entered into as of the Effective Date by and between the DEQ and the Subrecipient, or collectively as the "Parties".

Inclusion of fields required by 2 CFR Part 200.332:

Per requirements in 2 CFR Part 200.332, required information for this grantee is as follows:

i) **Subrecipient name:** Greene County, North Carolina.

ii) **Subrecipient's unique entity identifier (UEI):** VCU5LD71N9U3

iii) **Federal Award Identification Number (FAIN):** B-23-DC-37-0001

iv) **Federal Award Date:** 8/23/23

v) **Subaward Period of Performance Start and End Date:** **Start:** Contract Execution Date (date signed by all parties) __________ **End:** June 30, 2027

vi) **Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient:** $3,000,000

vii) **Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation:** $5,000,000

viii) **Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:** $5,000,000

ix) **Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** **See Exhibit A** for the project description.

x) **Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:** Federal awarding agency: U.S. Department of Housing and Urban Development. Pass-through entity: North Carolina Department of Environmental Quality, Division of Water Infrastructure. Awarding official of pass-through entity: Colleen M. Simmons

xi) **CFDA (Assistance Listing) Number and Name; the pass-through entity must identify the dollar amount available under each Federal award and the CFDA number at the time of disbursement:** CFDA Number: 14.228, Name: Community Development Block Grants/States' Program and Non-Entitlement Grants in Hawaii. Dollar Amount to the State of North Carolina: $46,076,826. Dollar Amount to the Department of Environmental Quality: $19,022,056.

xii) **Is the grant for research and development?** No

xiii) **Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):** The indirect cost rate is zero.

W I T N E S S E T H:

WHEREAS, Subrecipient has submitted to the DEQ an application requesting a grant of monies (hereinafter the "Grant Application") to engage in sanitary sewer system rehabilitation as more particularly described on Exhibit A (the "Project").

WHEREAS, the Subrecipient is a qualified applicant for Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended.

WHEREAS, the Project shall be carried out for the purposes and in accordance to the schedule set out in the Notice of Intent to Fund letter, and pursuant to the budget set forth on Exhibit B based on the Subrecipient's application.

WHEREAS, the State Water Infrastructure Authority determined the Subrecipient's application at its meeting on February 20, 2024 is eligible for funding from the CDBG-I program.

WHEREAS, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

NOW, THEREFORE, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Documents**. The documents described below are hereinafter collectively referred to as the "Grant Documents." In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Grant Contract, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Grant Contract constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements.

   The Grant Documents consist of:

   a. This Grant Contract
   b. Exhibit A – Project description, Conditions, and Schedule
   c. Exhibit B – Project Budget, Distribution of Funds, and Refunds
   d. Exhibit C – Reporting and Audit Requirements
   g. Exhibit D – DEQ Quarterly Progress Report Form
   h. Exhibit E – DEQ Request for Reimbursement Form
   i. Exhibit F – Definitions
   k. Exhibit G – General Terms and Conditions.

   Upon execution and delivery of the Grant Contract, and once the Department of Environmental Quality has encumbered the grant, and the Subrecipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover sheet of the Grant Contract, then the Grant Contract will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

2. **Purpose.** The purpose of the Grant is for the "2023 Maury WWTP Improvements" project as described in Exhibit A.

3. **DEQ's Program Duties**. Subject to the appropriation, allocation, and availability of funds for the Project, DEQ hereby agrees to pay the grant funds to the Subrecipient in accordance with the payment procedures set forth herein.

4. **Subrecipient's Duties.** The Subrecipient shall carry out the Project pursuant to the terms of this Contract and all applicable federal and State laws, executive orders, rules, and regulations that are generally applicable for public assistance programs and those specific to the CDBG program, including, but not limited to, the following:

   a. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq).

   b. The State CDBG program requirements, laws, rules, regulations, and requirements, as may be amended, including those set forth in 24 CFR Part 570, Subpart I.

   c. Environmental Review Procedures for the CDBG Program and the CDBG regulations contained in 24 CFR Part 58.

   d. Uniform Administrative Requirements set forth in 24 CFR § 570.489 and the applicable provisions of 2 CFR Part 200 (as specified in the most current version of DEQ's "CDBG-I Program Policy on Adoption of 2 CFR 200 Uniform Administrative Requirements").

   e. Conflict of Interest provisions, including but not limited to those found at N.C. Gen. Stat. § 14-234, 2 C.F.R. § 200.112-113, 318-319, 320-321, 323-326, and 24 C.F.R. § 570.489 (g) and (h). Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DEQ upon written request and the provision of information specified in 24 CFR § 570.489(h)(ii)(4).

   In addition, the Subrecipient shall ensure all contracts and subcontracts contain appropriate provisions to also meet applicable CDBG program requirement, including, but not limited to, the above listed items.

5. **National Objective.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. For the CDBG-I program, this National Objective is benefitting low- and moderate-income (LMI) persons, as defined in 24 CFR § 570.483(b). If at any point an activity falls below the minimum LMI percentage, that activity will no longer be eligible for CDBG funds and the Subrecipient will be subject to enforcement action by DEQ pursuant to Exhibit G.

6. **Contract Period**. The DEQ's commitment to disburse Grant funds under this Grant Contract shall cease on the Final Reimbursement Date. <u>It is the responsibility of the Subrecipient to ensure that the Project is completed by the Grant Contract Expiration Date and that all final costs to be reimbursed have been submitted to the DEQ by the Final Reimbursement Date.</u> After the Grant Contract Expiration Date, any Grant monies remaining under this Grant Contract will no longer be available to the Subrecipient except to pay proper invoices for budgeted costs incurred by the Grant Contract Expiration Date. **The burden is on the Subrecipient to request a possible extension of the Grant Contract if the Subrecipient**

anticipates that the Project will not be completed by the Grant Contract Expiration Date.

a. The formal request for an extension must be made in writing, on Subrecipient official letterhead and addressed to the DEQ Contract Administrator, explaining why an extension is needed and proposing a new Grant Contract Expiration Date for the Grant Contract. DEQ must receive this request in its Division of Water Infrastructure at least 15 business days before the Grant Contract Expiration Date. **The Grant Contract Expiration Date milestone may not be extended beyond 45 days unless specific criteria are met.**

b. DEQ, within its discretion, may or may not approve the extension, based on Project performance and other contributing factors.

c. **The DEQ is not responsible for notifying the Subrecipient of an approaching Grant Contract Expiration Date.**

d. Debarment and Suspension (Executive Orders 12549 and 12689). No funds may be obligated or expended in any project activity except the administration activity until the Subrecipient provides DEQ with documentation of active registration in the System for Award Management (SAM). Active registration, without exclusions, must be kept during the duration of the project. The SAM may be accessed online at www.sam.gov. Annually, the Subrecipient will provide, with their "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form, support documentation illustrating their active, without exclusions status. If Subrecipient's status changes, funds will be frozen until the Subrecipient provides the DEQ with documentation of an active, without exclusions, registration with sam.gov

7. **Grant Withdrawal for Failure to Get Release of Funds.** This Grant Award shall be withdrawn if funding conditions required for release of funds are not completed within one year of the Executed Contract Date, unless DEQ finds that the Subrecipient has good cause for failure. If DEQ finds good cause for Subrecipient's failure, the DEQ must set a date by which the Subrecipient must act or forfeit the grant.

8. **Grant Withdrawal for Failure to Enter into a Construction Contract.** This Grant Award shall be withdrawn if Subrecipient fails to enter into a construction contract for the project within two and half (2.5) years of the Award Date, unless DEQ finds that the Subrecipient has good cause for failure. If DEQ finds good cause for Subrecipient's failure, the DEQ must set a date by which the Subrecipient must act or forfeit the grant.

9. **Local Economic Benefit (Section 3 Regulation).** The Subrecipient must comply with Section 3 of the Housing and Urban Development Act of 1968 and the amended implementation regulations at 24 CFR Part 75 each year the CDBG project is active. For each year that a CDBG is active, the Recipient must, to the greatest extent feasible, make good faith efforts to establish priorities for training, employment and contracting opportunities for Targeted Section 3 Workers, Section 3 Workers, and Section 3 Business Concerns. Recipients certify to follow the prioritization in 24 CFR 75.19 and meet or exceed the new benchmarks in 24 CFR 75, subpart C.

10. **Equal Employment Opportunity.** The Subrecipient, except as otherwise provided under 41 CFR Part 60, must include in all contracts and adhere to the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

11. **Equal Housing Opportunity and Affirmatively Furthering Fair Housing.** As a Subrecipient of Housing and Urban Development (HUD) federal financial assistance, the recipient must comply with several executive state and federal laws and executive orders, including but not limited to: Title VI of the Civil Rights Act as amended in 1984; The Fair Housing Act (Title VIII of the Civil Rights Action of 1968, as amended); Executive Order 11063, as amended by Executive Order 12259; Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 3 of the Housing and Urban Development Act of 1968, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 12892; Executive Order 12898; Executive Order 11246 (as amended by Executive Orders 12375 and 12086); and North Carolina State Fair Housing Act (NCGS Chapter 41A); and HUD implementation regulations 24 CFR 570.495(b), 24 CFR Part 91.325(b)(5), 24 CFR 570.495(b), 24 CFR Part 5.106, 24 CFR Part 570.490(a) and (b), and 24 CFR 570.490(b).

12. **Section 504 of the Rehabilitation Act of 1973.** The Subrecipient must comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, and HUD implementing regulations at 24 C.F.R., Parts 8 and 9. Recipient must complete the Section 504 Survey and adopt a Grievance Procedure as well as complete a Transition Plan, if applicable. The Grant contract requires recipients to complete the Section 504 Survey and Transition Plan (if applicable), covering policies, practices, and physical accessibility and notify affected persons that it does not discriminate on the basis of the handicap.

13. **Americans with Disabilities Act (ADA).** State and local governments (Subrecipients) are required to comply with the provisions of Title I of the Americans with Disabilities Act (ADA) which protects qualified individuals with disabilities from discrimination in all state and local government programs and activities including employment.

    Governments with 25 or more employees were subject to the law after July 26, 1992, and governments with 15 or more employees after July 26, 1994. If a government is not covered by Title I of the Act, Section 504 of the Rehabilitation Act of 1973 applies. All governments receiving federal financial assistance will continue to be covered by Section 504. The Division will continue to monitor for only Section 504 compliance until otherwise required by HUD.

14. **Language Access Plan (LAP).** The Subrecipient of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing

regulations require that Subrecipients take responsible steps to ensure meaningful access by LEP persons.

15. **Procurement Standards.** Where applicable, the Subrecipient shall follow and adopt the procurement standards established in the most current version of the CDBG-I Program Procurement Policy, as may be amended, based on the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR § 200.317-318, 320-321, 323-326), NCGS 143-129, 143-131, and 143-64.31, and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 75.

16. **Uniform Relocation Assistance and Real Acquisition Act of 1970 (URA).** The Subrecipient must adhere to the URA if federal assistance is used in any phase of a project involving acquisition, rehabilitation, or demolition. The URA establishes minimum federal requirements for real property acquisition and relocation assistance for federally funded projects. The implementation regulations include 24 CFR 570.488, 49 CFR 24.101(b)(1)-(5) and must comply with the full subpart B requirements of 49 CFR part 24, as may be amended.

17. **Relocation, Anti-Displacement and Relocation Assistance Plan.** The Subrecipient must adhere to Section 104(d) of the Housing and Community Development Act of 1974, as amended. Thus, subrecipients must have a plan to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner. Implementation regulations include 24 CFR part 42, subpart C and Section 104(d).

18. **Financial Management.** The Subrecipient shall agree to follow applicable sections of the *Uniform Administration Requirements, Cost Principles, and Audit Requirements*, 2 CFR Part 200, concerning cost principles and prior approval with exceptions outlined in 24 CFR § 570.489(p).

19. **Labor Standards.** The Subrecipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-I programs, including but not limited to the rules set forth in 24 CFR § 570.603 and the following (as may be applicable to CDBG-I projects):

    a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.

    b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.

c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed workweek.

d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

20. **Architectural Barriers**. Per 24 C.F.R. § 570.487 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, the Subrecipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Subrecipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter II-X. These provisions describe minimum standards the Subrecipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

21. **Build America, Buy America (BABA).** The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

22. **Excessive Force Provision.** Per Section 519 of Public Law 101-144, (1990 HUD Appropriations Act), the Subrecipient acknowledges its responsibility to enforce the policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the local government.

23. **Environmental Review.** The Subrecipient of CDBG funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58.

24. **Floodplain.** The Subrecipient must provide the Division with a certification signed by the CEO stating that the project area is not in a floodplain along with a floodplain map of the project area; or with a certification stating the process that will be followed, if the project occurs in the following floodplain zones:

a. **If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway,** federal assistance may not be used at this location if the project is a critical action pursuant to 24 CFR 55.1(c) and 55 Subpart B except as provided therein. For projects allowed under 24 CFR 55.1(c) and 55 Subpart B, the eight-step process shall be followed pursuant to 24 CFR 55.20.

b. **If the project occurs in a 100-year floodplain (A Zone),** the 8-Step Process is required as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).

c. **If the project occurs in a 500-year floodplain (B Zone or shaded X Zone),** the 8-Step Process is required for critical actions as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).

25. **Complaints and Grievance Procedures for Compliance Plans.** The Subrecipient must address complaints to the North Carolina Department of Commerce and DEQ, only if the Compliance Plan covers multiple grants awarded by both departments. Recipients must address complaints to DEQ, only, if the Compliance Plans cover a grant or multiple grants awarded by DEQ.

26. **Deobligations of Unused Funds.** When project costs are less than the grant award amount, excess award funds shall be deobligated back to DEQ. Administration funds shall be deobligated in proportion (the maximum grant administration is 10% of the total new expenditures) to the amount of program funds being deobligated to DEQ.

IN WITNESS WHEREOF, the Subrecipient and the Fund have executed this Grant Contract in two originals as of the Effective Date. One original shall be retained by each Party. If there is any controversy among the documents, the document on file in the Fund's office shall control.

GRANT SUBRECIPIENT:

By: Bennie Heath

Name: Bennie Heath

Title: Chairman

Date: 7-15-24

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

[SEAL]

ATTEST:

By:

Name: Kyle J. DeHaven

Title: County Manager, Clerk to Board

APPROVED AS TO FORM:

Town/City/County Attorney

Department of Environmental Quality

By: ______________________

Name: Shadi Eskaf

Title: Director, Division of Water Infrastructure

Date: ______________________