

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, March 20, 2023



Call to order @ 7:00 p.m.....Chair Russ May
Invocation and Pledge of Allegiance.....Commissioner Jimmy Gooch

Consent Agenda

1. Budget Amendment #4 for Fiscal Year 2022-2023 (p. 3)
2. Tax Refunds, Releases and Write-Offs (p. 8)
3. Update Check Signing Signatures for Sheriff's Inmate Account (p. 42)
4. 2023-2024 Plan to Further Fair Housing (p. 46)
5. Response to FY 2022 Financial Audit Findings (p. 48)
6. Minutes (p. 52)

Introductions, Recognitions and Presentations

7. Dr. Martin Luther King Jr. Essay Contest Winner (p.103)

Public Comments

8. Public Comments (p. 104)

Public Hearings

9. Propose Ordinance to Franchise Ambulance Service (p. 105)

Tax Matters

10. Granville County Assessor and Tax Collector Appointment and Oath of Office (p. 111)

Purchasing

11. CEI Copier Contract Update (p. 114)
12. LinkedIn Online Learning Subscription (p. 121)

Sheriff Matters

13. Purchase of Tactical Equipment – Suppressors (p. 124)

Solid Waste Matters

- 14. NCDOT Spring 2023 County Employee Litter Sweep (p. 127)
- 15. Garrett-Moore Contract Revisions and Contract Approval (p. 128)

Emergency Services Matters

- 16. Capacity Building Competitive Grant (p. 254)
- 17. Fire Commission Recommendation for Use of Fire Tax Funds (p. 255)

Appointments

- 18. Animal Control Advisory Committee (p. 256)
- 19. Creedmoor Planning Board - Extraterritorial Member (p. 258)
- 20. Funding Plan Advisory Committee for Aging Services (p. 260)
- 21. Granville County ABC Board (p. 263)

County Manager's Report

- 22. County Manager's Report (p. 264)

County Attorney's Report

- 23. Supplemental Opioid Settlements (p. 265)
- 24. County Attorney's Report (p. 279)

Presentations by County Board Members

- 25. Presentations by County Board Members (p. 280)

Any Other Matters

- 26. Any Other Matters (p. 281)



Granville County

Finance

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: March 20, 2023
Title: **Budget Amendment #4 for Fiscal Year 2022-2023**

PURPOSE:

To approve Budget Amendment #4.

BACKGROUND:

As described in G.S. 159-15, these are amendments to the FY 2022-2023 operating budget presented by various operating departments, the Finance department and the County Board of Commissioners. These update the existing budget to reflect necessary changes in spending and offsetting sources of funding, which result in a balanced budget.

These amendments include funding for:

- Adjustments to DSS Low Income Energy Asst. Programs and Low Income Household Water Asst. Programs
- GC Public Schools Cat.1 HVAC repair expenditure approved in FY 2022 but not yet paid
- Insurance proceeds for water damage repair to Granville Vance District Health

ATTACHMENTS:

BA#4 Fund Balance Summary
FY 2023 BA#4 3-20-23
FY 2023 BA#4 – email – GCPS

RECOMMENDATION:

The County Manager and Finance Director recommend approval of budget amendment #4.

ACTION TAKEN:

Budget Amendment #4 - Summary**General Fund**

Unassigned Fund Balance	as of 6/30/22		\$27,206,114
Previous FY 2023 appropriations of Fund Balance		\$2,435,978	
	BA #4 -Payment to GC School Systems originally budgeted in FY 2022	<u>\$500,000</u>	
FB Appropriations to Date - 3/20/2023			- \$2,935,978
Assignment of funds for water and sewer line extensions at Triangle North site -1/3/23			- \$5,100,000
Transfer to Solid Waste Fund			- \$2,000,000
Transfer balance of ARPA "Revenue Replacement" - 2nd allocation			+ <u>\$5,000,000</u>
Unassigned Fund Balance as of 3/20/23			\$22,170,136

Budget Amendment #4
3/20/2023

Be it ordained, the FY 2022-2023 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)

Community Services		
Construction Projects	253,652	
Human Services		
Social Services	(109,611)	
Education		
Granville County School System	500,000	
<i>Total Expenditures</i>		644,041

Revenues: Increase/(Decrease)

Restricted and Intergovernmental	144,041	
Appropriated Fund Balance	500,000	
<i>Total Revenues</i>		644,041

3/20/2023

(For reference only)

Balance

General Fund/DSS

Expenditures: Increase/ (Decrease)

10 5300 609	ASP Essentials	*	\$7,579	7,579
10 5300 624	Wake Electric Round-Up	#	-\$2,869	3,131
10 5300 622	Crisis Intervention Program	*	\$11,406	203,883
10 5300 622	Crisis Intervention Program	*	-\$58,639	145,244
10 5300 650	LIEAP	#	-\$134,771	147,479

Revenues: Increase/ (Decrease)

10 3538 332	Public Assistance	#	-\$177,294	142,834
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Description: DSS #4 - Utility aid

General Fund/DSS

Expenditures: Increase/ (Decrease)

10 5300 639	LIHWAP		83,788	169,199
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Revenues: Increase/ (Decrease)

10 3538 332	Public Assistance		\$83,788	403,916
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Description: DSS #5 - LIHWAP- Consolidated Appropriations Act

General Fund/School System

Expenditures: Increase/ (Decrease)

10 5911 581	Capital Outlay		500,000	500,000
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Revenues: Increase/ (Decrease)

10 3990 991	Appropriated Fund Balance		\$500,000	6,408,925
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Description: To carry over budget amendment approved May 2022 but not yet paid to Granville County School Systems for Capital Outlay funding of replacement of Butner-Stem Elementary School fire alarm system and the FCS/CIP Roofing Program.

General Fund/GV Health

Expenditures: Increase/ (Decrease)					
10	4251	600	G V Health Water Damage	\$253,652	253,652
Revenues: Increase/ (Decrease)					
10	3836	850	Insurance Reimbursement	\$253,652	273,652

Description: Insurance proceeds to fund repair of water damage to Granville Vance District Health

From: Debra Weary <debra.weary@granvillecounty.org>
Sent: Thursday, February 2, 2023 11:30 AM
To: Drew Cummings <drew.cummings@granvillecounty.org>; Russ May <russ.may@granvillecounty.org>; Tony Cozart <Tony.Cozart@granvillecounty.org>
Cc: Steve McNally <Steve.McNally@granvillecounty.org>; Korena Weichel <korena.weichel@granvillecounty.org>
Subject: RE: May 16, 2022 - Granville County Public Schools - Category 1 Capital Outlay Allocation

This is the background from the agenda item:

PURPOSE:

To authorize County staff to budget and transfer prior approved funding to the School System to address Category 1 Capital Outlay Projects.

BACKGROUND:

In late June 2021, the School System was required to make an emergency repair to a fire alarm system for a school facility. Due to the timing of the need, and after visiting with County Administration staff and the School Liaisons, the County agreed to provide all \$100,000 from the school project contingency funds and the school system agreed to utilize their own local fund balance for the urgent project. The County also agreed to set aside \$500,000 of the State & Local Fiscal Recovery Funds when they determined final rules for the use of funds.

In April 2022, the County Board of Commissioners agreed to utilize the State & Local Fiscal Recovery Funds for infrastructure investments and as revenue replacement. This decision allows for the County Board of Commissioners to allocate the \$500,000 authorized funds from the County's current year fund balance. This will allow the School System to direct these funds towards Category 1 capital projects this summer.

FUNDING:

Allocation of County General Fund Balance

RECOMMENDATION:

Authorize the County Finance Director to appropriate \$500,000 of County General Fund Balance to support the Category 1 Capital Outlay allocation and remit the funds to the Granville County Public School System.



Granville County Tax Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jenny Griffin
Department: Tax Administration
Date: March 9, 2023
Title: Tax Refunds, Releases and Write-Offs

PURPOSE:

To approve tax refunds, releases, and write-offs

BACKGROUND:

Tax releases and refunds are generated according to N.C.G.S. 105-381. According to the resolution adopted May 1, 2003, the Board of Commissioners authorized the Tax Collector to forego the collection for all taxes which do not exceed \$2.00.

The following tax refunds, releases and write-offs are recommended for approval:

Refunds	January 2023:	\$ 6,693.68
Releases	January 2023:	\$ 1,730.03
Write-offs (\$2 and less)	January 2023:	\$ 27.70
Refunds	February 2023:	\$ 1,561.00
Releases	February 2023:	\$ 8,224.47
Write-offs (\$2 and less)	February 2023:	\$ 5.02

RECOMMENDATION:

The County Manager and Tax Administrator recommend approving refunds, releases, and write-offs.

ATTACHMENTS:

January releases
January refunds
January write-offs
February refunds
February write-offs
February releases

ACTION TAKEN:

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 01/01/2023 - 01/31/2023

PAYMENT DATE RANGE:

BILL TYPE: Both

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS:

SORT ORDER: Transaction Date

REPORT TITLE:

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

RELEASES REPORT
Granville County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
88123201 DEANS LAWN CARE	2022-251778	DY:22 PERSONAL PROPERTY RDR	1/4/2023 9:54:23 AM			
				C ADVLTAX	300.00	2.52
				C PEN FEE	300.00	0.25
				FR ADVLTAX	300.00	0.18
				FR PEN FEE	300.00	0.02
		RELEASE AMOUNT OF TRLR 2003 DIAC -- TAYPAYER NO LONGER OWN		TOTAL RELEASES:		2.97
22924301 WATKINS ALEX D JR	2022-30338	DY:0RP:182600308377 JGS	1/4/2023 1:26:15 PM			
				SW47FFEEFEE	211,393.00	66.00
		CHARGED FOR LANDFILL IN ERROR. HAS DUMPSTER WITH GFL		TOTAL RELEASES:		66.00
2703 DENISON PAUL	2022-251960	DY:22 PERSONAL PROPERTY CAS	1/4/2023 3:33:47 PM			
				C ADVLTAX	28,300.00	237.72
				C PEN FEE	28,300.00	23.77
				FR ADVLTAX	28,300.00	16.98
				FR PEN FEE	28,300.00	1.70
		2021 BOAT TRACKER AND 2021 STAR TRAILER LISTED IN MECKLENBURG COUNTY FOR 2022		TOTAL RELEASES:		280.17
82925301 RULE SCOTT	2022-34210	DY: PERSONAL PROPERTY CAS	1/5/2023 10:47:08 AM			
				C ADVLTAX	38,620.00	324.41
				FR ADVLTAX	38,620.00	23.17
		TAXPAYER MOVED TO WAKE COUNTY IN 8.2021 AND PERSONAL PROPERTY WILL BE LISTED WITH WAKE COUNTY. 2018 TRAILER AND 2019 YAMAHA		TOTAL RELEASES:		347.58
3759302 BRINKLEY BERNICE C	2022-400733	DY:20RP:180502892066 JGS	1/12/2023 1:18:26 PM			
				C ADVLTAX	39,811.00	334.41
		HAS LAND UNDER PUV IN WAKE CO		TOTAL RELEASES:		334.41
3759302 BRINKLEY BERNICE C	2022-400734	DY:21RP:180502892066 JGS	1/12/2023 1:18:43 PM			
				C ADVLTAX	39,811.00	334.41
		HAS LAND UNDER PUV IN WAKE CO		TOTAL RELEASES:		334.41
3759302 BRINKLEY BERNICE C	2022-400735	DY:22RP:180502892066 JGS	1/12/2023 1:19:59 PM			
				C ADVLTAX	39,811.00	334.41
				FR ADVLTAX	39,811.00	23.89
		HAS LAND UNDER PUV IN WAKE CO		TOTAL RELEASES:		358.30
85595301 HILLSBORO STREET PROPERTIES	2022-10794	DY: RP:191311773204 TYRELL	1/13/2023 9:48:35 AM			
				C NSF FEE	144,356.00	1,000.00
		SHOWED PROOF THAT FUNDS WERE IN THE ACCOUNT		TOTAL RELEASES:		1,000.00

RELEASES REPORT
Granville County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
50510201	2022-252159	DY:22 PERSONAL PROPERTY	JGS	1/13/2023 4:09:40 PM		
SPALDING SHIRLEY PORTER						
				C ADVLTAX	4,975.00	41.79
				C PEN FEE	4,975.00	4.18
				SW45FFEEFEE	4,975.00	25.00
				CI51ADVL TAX	4,975.00	21.14
				CI51PEN FEE	4,975.00	2.11
		DISCOVERED IN ERROR. NOT THE OWNER		TOTAL RELEASES:		94.22
		PER MHP LIST				
88793301	2022-253156	DY:22 PERSONAL PROPERTY	RDR	1/18/2023 8:53:07 AM		
CARITA MICHAEL						
				C ADVLTAX	300.00	2.52
				C PEN FEE	300.00	0.25
				FR ADVLTAX	300.00	0.18
				FR PEN FEE	300.00	0.02
		TAYPAYER DID NOT OWN 1995 HOME TRLR		TOTAL RELEASES:		2.97
NET RELEASES PRINTED:	2,821.03					
TOTAL TAXES RELEASED						2,821.03

RELEASES REPORT
Granville County

C ADVLTAX - 1 Granville County Tax

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2020	39,811	0	39,811	334.41	0.00	0	0.00	39,811	334.41
2022	2021	39,811	0	39,811	334.41	0.00	0	0.00	39,811	334.41
2022	2022	39,811	72,495	112,306	334.41	608.96	0	0.00	112,306	943.37
DIST TOTAL		119,433	72,495	191,928	1,003.23	608.96	0	0.00	191,928	1,612.19

C NSF FEE - NSF

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	144,356	0	144,356	1,000.00	0.00	0	0.00	144,356	1,000.00
DIST TOTAL		144,356	0	144,356	1,000.00	0.00	0	0.00	144,356	1,000.00

C PEN FEE - County Late List

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	33,875	33,875	0.00	28.45	0	0.00	33,875	28.45
DIST TOTAL		0	33,875	33,875	0.00	28.45	0	0.00	33,875	28.45

CI51ADVL TAX - 51 Butner District

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	4,975	4,975	0.00	21.14	0	0.00	4,975	21.14
DIST TOTAL		0	4,975	4,975	0.00	21.14	0	0.00	4,975	21.14

CI51PEN FEE - Butner Late List

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	4,975	4,975	0.00	2.11	0	0.00	4,975	2.11
DIST TOTAL		0	4,975	4,975	0.00	2.11	0	0.00	4,975	2.11

FR ADVLTAX - Fire Rescue

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	39,811	67,520	107,331	23.89	40.51	0	0.00	107,331	64.40
DIST TOTAL		39,811	67,520	107,331	23.89	40.51	0	0.00	107,331	64.40

FR PEN FEE - Fire Rescue Late List

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	28,900	28,900	0.00	1.74	0	0.00	28,900	1.74
DIST TOTAL		0	28,900	28,900	0.00	1.74	0	0.00	28,900	1.74

SW45FFEEFEE - 45 Waste Conv Site Fee

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	4,975	4,975	0.00	25.00	0	0.00	4,975	25.00
DIST TOTAL		0	4,975	4,975	0.00	25.00	0	0.00	4,975	25.00

SW47FFEEFEE - 47 Waste Conv Site Fee

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	211,393	0	211,393	66.00	0.00	0	0.00	211,393	66.00
DIST TOTAL		211,393	0	211,393	66.00	0.00	0	0.00	211,393	66.00

GRAND TOTALS:		514,993	217,715	732,708	2,093.12	727.91	0	0.00	732,708	2,821.03
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RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 01/01/2023 12:00:00 AM - 01/31/2023 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR:

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Both

RELEASE NUMBER ONLY:No

SORT BY: Transaction Date

PAYMENT TYPE: ,ACH - ACH,Card - Credit Card,Cash -
Cash,Check - Check,DSO - DSO,EPA - EPA,MOrder - Money
Order,OPM - OPM,PPAY - PPAY,WEB - WEB

RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
80605301 GOOCH EDDIE H BULLOCK GAIL G 3658 HWY 56 FRANKLINTON, NC 27525	2022-3192	RP: 184800034510	87.38	MH	1/4/2023 11:29:26 AM
** VOIDED **					
22924301 WATKINS ALEX D JR 3604 BRASSFIELD ROAD CREEDMOOR, NC 27522	2022-30338	GAIL BULLOCK REFUND RECIPIENT: ALLEN W BULLOCK GAIL G BULLOCK MAIL OVERPAYMENT 3658 NC HIGHWAY 56 FRANKLINTON NC 27525 7646 RP: 182600308377	66.00	TJT	1/4/2023 1:44:01 PM
67149301 POPE CHARLES V POPE IRIS I 1408 OLIVE CHAPEL RD APEX, NC 27502	2022-6639	ALEX WATKINS JR REFUND RECIPIENT: ALEX D WATKINS JR KATHY R WATKINS WASTE FEE RELEASE OVERPAYMENT 3604 BRASSFIELD RD creedmoor NC 27522 RP: 193900892492	675.59	TYRELL	1/4/2023 1:50:43 PM
88123201 DEANS LAWN CARE C/O DEAN WATSON 2404 COLEY POND RD CREEDMOOR, NC 27522	2022-251778	CHARLES V POPE REFUND RECIPIENT: CHARLES V POPE MAIL OVERPAYMENT 1408 OLIVE CHAPEL RD OXFORD NC 27565 PERSONAL PROPERTY	2.97	TYRELL	1/5/2023 9:32:46 AM
442333 DURHAM REAL ESTATE INC 3617 WESTOVER ROAD	2022-25227	DEAN'S LAWN CARE REFUND RECIPIENT: DEANS LAWN CARE WALKIN OVERPAMENT 2404 COLEY POND RD creedmoor NC 27522 RP: 097000798560	294.46	TYRELL	1/5/2023 10:50:15 AM

RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
DURHAM, NC 27707		DURHAM REAL ESTATE INC REFUND RECIPIENT: DURHAM REAL ESTATE INC MAIL OVERPAYMENT 3617 WESTOVER ROAD DURHAM NC 27707 5032			
80966101	2022-38060	PERSONAL PROPERTY	1265.60	TYRELL	1/5/2023 11:27:46 AM
ATLANTIC TAX GROUP INC DBA H&R BLOCK 515 WEST EHRLINGHAUS ST					
ELIZABETH CITY, NC 27909		ATLANTIC TAX GROUP INC REFUND RECIPIENT: ATLANTIC TAX GROUP INC MAIL OVERPAYMENT 515 W EHRLINGHAUS ST ELIZABETH CITY NC 27909			
18895311	2022-1248	RP: 190200820053	131.28	TYRELL	1/5/2023 2:29:50 PM
CAUDLE EDDIE W JR					
PO BOX 1208					
OXFORD, NC 27565-1208		HIBERNIA MHP LLC REFUND RECIPIENT: HIBERNIA MHP LLC WALK IN OVERPAYMENT PO BOX 1208 OXFORD NC 27565			
18895316	2022-32959	RP: 192100591226	17.28	TYRELL	1/5/2023 2:33:27 PM
CAUDLE EDDIE W JR					
PO BOX 1208					
OXFORD, NC 27565-1208		HIBERNIA MHP LLC REFUND RECIPIENT: HIBERNIA MHP LLC WALK IN OVERPAYMENT PO BOX 1208 OXFORD NC 27565			
18895310	2022-673	RP: 192000214178	49.36	TYRELL	1/5/2023 2:34:30 PM
CAUDLE EDDIE W JR					
PO BOX 1208					
OXFORD, NC 27565-1208		HIBERNIA MHP LLC REFUND RECIPIENT: HIBERNIA MHP LLC WALK IN OVERPAYMENT PO BOX 1208 OXFORD NC 27565			
18895306	2022-1377	RP: 192204645249	167.26	TYRELL	1/5/2023 2:37:50 PM
CAUDLE EDDIE W JR					

RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
PO BOX 1208					
OXFORD, NC 27565-1208		HIBERNIA MHP LLC REFUND RECIPIENT: HIBERNIA MHP LLC WALK IN OVERPAYMENT PO BOX 1208 OXFORD NC 27565			
70608301	2022-25084	RP: 190000121980	100.00	VDS	1/5/2023 6:34:00 PM
EQUITY TRUST COMPANY CUSTODIAN					
P O BOX 98041					
RALEIGH, NC 27624		REFUND RECIPIENT: Jesus Segundo VDS OVERPAYMENT 7540 Goshen Rd OXFORD NC 27565			
87466302	2022-134	RP: 182900346106	364.95	ADH	1/6/2023 10:13:12 AM
AVERETT ERNEST B III AVERETT FRANK C TRUSTEES 3238 SAM USRY RD					
OXFORD, NC 27565		ERNEST B AVERETT 3 D/B/A REFUND RECIPIENT: ERNEST B AVERETT III MAIL IN OVERPAYMENT 3238 SAM USRY OXFORD NC 27565			
1071323	2022-20388	RP: 087401468836	30.00	TYRELL	1/6/2023 10:20:32 AM
JEANETTE PROPERTIES LLC					
1152 FLEMING RD					
CREEDMOOR, NC 27522-9262		OAKLEY STUDIO GLASS LLC REFUND RECIPIENT: OAKLEY STUDIO GLASS LLC LISA OAKLEY MAIL OVERPAYMENT 1152 FLEMING RD creedmoor NC 27522			
20311301	2022-4393	RP: 097400474644	28.81	TYRELL	1/9/2023 10:46:49 AM
SLAUGHTER FRANK JR/RANDOLPH SLAUGHTER PATRICIA 6214 TWIN SILO DR					
BLUE BELL, PA 19422-3297		GRANVILLE FARMS REFUND RECIPIENT: GRANVILLE FARMS MAIL OVERPAYMENT 7616 HURON ST OXFORD NC 27565			

RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
38370304 FALKNER J HENRY III FALKNER ELIZABETH B 925 MEADOW LN HENDERSON, NC 27536	2022-7096	RP: 192316937522	442.54	TYRELL	1/9/2023 11:37:35 AM
1047973 RAGLAND CECIL 210 E LYON ST CREEDMOOR, NC 27522-9529	2022-9150	FALKNER COMPANY DBA JOHN HENRY FALKNER III REFUND RECIPIENT: FALKNER COMPANY DBA JOHN HENRY FALKNER III MAIL OVERPAYMENT 925 MEADOW LN HENDERSON NC 27536 RP: 089618314535	1095.78	ADH	1/9/2023 11:58:08 AM
1054003 NORWOOD MATTHEW A 5050 DORSEY RD OXFORD, NC 27565-8304	2022-19906	RYAN TAX COMPLIANCE SERVICES LLC REFUND RECIPIENT: RYAN TAX COMPLIANCE SERVICES LLC MAIL IN OVERPAYMENT 16220 NORTH SCOTTSDALE RD SUITE 450 SCOTTSDALE AZ 85254 1720 RP: 194203028436	1531.76	MH	1/9/2023 12:16:02 PM
4228201 BULLOCK GAIL G BULLOCK ALLEN W 3658 HWY 56 FRANKLINTON, NC 27525	2022-253093	NORWOOD PLUMBING INC REFUND RECIPIENT: NORWOOD PLUMBING INC MAIL OVERPAYMENT P O BOX 699 OXFORD NC 27565 PERSONAL PROPERTY	35.40	MH	1/10/2023 11:22:27 AM
1070353 BURDEN ANTHONY JAMES 10 TRIMBLE CT	2022-20010	GAIL BULLOCK REFUND RECIPIENT: ALLEN W BULLOCK GAIL G BULLOCK MAIL OVERPAYMENT 3658 NC HIGHWAY 56 FRANKLINTON NC 27525 7646 RP: 193202797329	6.47	TYRELL	1/10/2023 2:21:26 PM

RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
DURHAM, NC 27705-2782		ATLANTIS TITLE COMPANY REFUND RECIPIENT: ATLANTIS TITLE COMPANY INC MAIL OVERPAYMENT 5309 B MONROE RD CHARLOTTE NC 28205			
1070353	2022-20011	RP: 193202796670	4.61	TYRELL	1/10/2023 2:23:03 PM
BURDEN ANTHONY JAMES					
10 TRIMBLE CT					
DURHAM, NC 27705-2782		ATLANTIS TITLE COMPANY INC REFUND RECIPIENT: ATLANTIS TITLE COMPANY INC MAIL OVERPAYMENT 5309 B MONROE RD CHARLOTTE NC 28205			
77168301	2022-33060	RP: 088703301912	270.00	TYRELL	1/23/2023 11:22:50 AM
CAPITAL PROP OF RALEIGH VII LL					
3724 NATIONAL DRIVE STE 220					
RALEIGH, NC 27612		ENVISAGE LAW REFUND RECIPIENT: ENVISAGE LAW MAIL OVERPAYMENT PO BOX 31788 RALEIGH NC 27622			
2734	2022-252433	PERSONAL PROPERTY	5.70	ADH	1/25/2023 9:17:30 AM
STOVALL WOOD PRODUCTS LLC					
3690 WILSON TOWN RD					
OXFORD, NC 27565-6441		STOVALL WOOD PRODUCTS LLC REFUND RECIPIENT: STOVALL WOOD PRODUCTS LLC WALKIN OVERPAYMENT 3690 WILSON TOWN OXFORD NC 27565			
46253201	2022-38754	PERSONAL PROPERTY	2.22	TYRELL	1/30/2023 10:18:49 AM
DUKE BARBARA					
606 OAK LEAF CIRCLE					
CREEDMOOR, NC 27522		BARBARA DUKE REFUND RECIPIENT: BARBARA R DUKE MAIL OVERPAYMENT 606 OVERLEAF CIRCLE creedmoor NC 27522			
24530301	2022-37230	PERSONAL PROPERTY	2.15	TYRELL	1/30/2023 10:20:39 AM
WOODALL KENNETH J					
WOODALL CAROLYN					

RUN DATE: 2/1/2023 9:20 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
3562 DEERFIELD RD					
STEM, NC 27581		KENNETH J WOODALL REFUND RECIPIENT: KENNETH J WOODALL MAIL OVERPAYMENT 3562 DEERFIELD RD STEM NC 27581			
84003301	2018-400041	RP: 181400741276	103.49	TYRELL	1/30/2023 11:00:38 AM
MCCULLEN CLINT					
MCCULLEN KRISTIE					
3119 SANDY CT					
CREEDMOOR, NC 27522		DUKE UNIVERSITY REFUND RECIPIENT: ALTON C MCCULLEN GARNISHMENT OVERPAYMENT 3119 SANDY CT creedmoor NC 27522			
TOTAL REFUNDS PRINTED:	6,781.06				
TOTAL VOID REFUNDS:	-87.38				
TOTAL:	6,693.68				

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 1/1/2023 - 1/31/2023

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
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TOTAL VOID REFUNDS:

PARAMETERS SELECTED FOR ACTIVITY REPORT:

TRANSACTION DATE RANGE: 01/01/2023 12:00:00 AM - 01/31/2023 12:00:00 AM
PAYMENT DATE RANGE:
BATCH KEY RANGE:
BILL TYPE: Both
BILL YEAR/NUMBER RANGE:
DISTRICT/TYPE/FEE:
TRANSACTION TYPE:
TOWNSHIP:
CITY:
STATUS:
EXCLUDE STATUS:
USER/OPERATOR:
HISTORY TYPE: 07 - Underpayment
EXCLUDE USER/OPERATOR:
PAYMENT SOURCE TYPE:
PRINT TOTALS ONLY: No
SORT ORDER: Transaction Date
PRINT COMMENTS: N

ACCOUNT#:
ACCOUNT NAME:
LOCATION:
Print Payment Breakdown:No
CHECK NUMBER:
TRANS AMOUNT FROM:
TRANS AMOUNT TO:

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
01/03/2023	10:17:28	2022-9685		59501302	EVANS LORI	TYRELL	Payment	01/03/2023	walk-in	3568	0.30		0.30
											TOTAL TRANSACTION:		0.30
01/03/2023	14:20:22	2022-10460		76862301	COZART CAROLYN W	TYRELL	Payment	01/03/2023	walk-in	2252	0.48		0.48
											TOTAL TRANSACTION:		0.48
01/03/2023	16:21:45	2022-26866		48306302	MCLAMB KENNETH C	TYRELL	Payment	01/03/2023	walk-in	5376	0.20		0.20
											TOTAL TRANSACTION:		0.20
01/04/2023	10:41:57	2022-10915		8609301	EVINS THOMAS M JR	TYRELL	Payment	01/04/2023	walk-in	140	1.00		1.00
											TOTAL TRANSACTION:		1.00
01/04/2023	12:04:16	2022-29259		60805301	ROGERS KENNETH ERIC SR	MH	Payment	01/04/2023	walk-in	1460	0.42		0.42
											TOTAL TRANSACTION:		0.42
01/04/2023	12:28:10	2022-251551		68070101	NELLS FLOWERS & GIFTS	MH	Payment	01/04/2023	mail	39	0.64		0.64
01/04/2023	12:28:10	2022-13640		68070301	WOODS MARY NELL	MH	Payment	01/04/2023	mail	39			0.00
											TOTAL TRANSACTION:		0.64
01/04/2023	16:22:00	2022-2725		43985301	FOWLER SANDRA W	MH	Payment	01/04/2023	walk-in	1086	0.59		0.59
01/04/2023	16:22:00	2021-2725	DL,DS	43985301	FOWLER SANDRA W	MH	Payment	01/04/2023	walk-in	1086			0.00
											TOTAL TRANSACTION:		0.59
01/05/2023	09:55:49	2021-9677	S	23410301	WHITE EDDIE W	MH	Payment	01/05/2023	mail	01115	0.89		0.89
											TOTAL TRANSACTION:		0.89
01/05/2023	10:18:31	2021-55741	S	1043053	VOS FRANCES J	MH	Payment	01/05/2023	mail	7643	0.95		0.95
											TOTAL TRANSACTION:		0.95
01/05/2023	11:22:10	2022-9453		23340301	WHEELER MICHAEL L	TYRELL	Payment	01/05/2023	walk-in	2788			0.00
01/05/2023	11:22:10	2022-9454		23340302	WHEELER MICHAEL L	TYRELL	Payment	01/05/2023	walk-in	2788			0.00
01/05/2023	11:22:10	2022-25710		23340303	WHEELER MICHAEL LYNN	TYRELL	Payment	01/05/2023	walk-in	2788			0.00
01/05/2023	11:22:10	2022-37442		23340201	WHEELER MICHAEL	TYRELL	Payment	01/05/2023	walk-in	2788	0.56		0.56
01/05/2023	11:22:10	2022-23754		23340303	WHEELER MICHAEL LYNN	TYRELL	Payment	01/05/2023	walk-in	2788			0.00
											TOTAL TRANSACTION:		0.56
01/06/2023	14:24:37	2022-33569		55400301	CASH JONATHAN W	MH	Payment	01/06/2023	walk-in	02679	0.12		0.12
											TOTAL TRANSACTION:		0.12
01/09/2023	10:38:48	2022-41135		86525301	WILLIAMS DEXTER	MH	Payment	01/09/2023	mail	3906	0.16		0.16
											TOTAL TRANSACTION:		0.16
01/09/2023	10:40:39	2022-40222		86525301	WILLIAMS DEXTER	MH	Payment	01/09/2023	mail	3904	0.18		0.18
											TOTAL TRANSACTION:		0.18
01/09/2023	10:49:00	2022-32521		1021983	YOW KENNETH ETAL	MH	Payment	01/09/2023	mail	10449	0.05		0.05
											TOTAL TRANSACTION:		0.05
01/09/2023	11:16:43	2022-33127		83678302	LAJEC VIEW HOLDINGS LLC	ADH	Payment	01/09/2023	mail	3038	0.08		0.08
											TOTAL TRANSACTION:		0.08
01/09/2023	11:45:12	2022-61446		2515	SNAP FINANCE	TYRELL	Payment	01/09/2023	walk-in	79632019	0.61		0.61
											TOTAL TRANSACTION:		0.61
01/09/2023	11:53:40	2022-61449		2518	SNAP FINANCE	TYRELL	Payment	01/09/2023	mail	79632011	0.13		0.13
											TOTAL TRANSACTION:		0.13
01/09/2023	11:54:54	2022-61443		2512	SNAP FINANCE	TYRELL	Payment	01/09/2023	mail	79632012	0.21		0.21
											TOTAL TRANSACTION:		0.21
01/09/2023	11:59:16	2022-61453		2522	SNAP FINANCE	TYRELL	Payment	01/09/2023	mail	79632010	0.12		0.12
											TOTAL TRANSACTION:		0.12
01/09/2023	12:28:09	2022-37096		1080	WRIGHT NATHANIEL GRANT	MH	Payment	01/09/2023	mail	007061	0.46		0.46
											TOTAL TRANSACTION:		0.46

GRANVILLE COUNTY ACTIVITY REPORT

Page 2 of 3

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
01/31/2023	09:36:52	2022-9866		25033301	BRIDGES JAMES D SR ET AL	MH	Payment	01/31/2023	mail	07830			0.00
01/31/2023	09:36:52	2022-17671		3732302	BRIDGES CLIFTON H ET AL	MH	Payment	01/31/2023	mail	07830	1.00		1.00
											TOTAL TRANSACTION:		1.00
01/31/2023	23:00:02	2017-82585	B,DS,MPGAR,P G	17882117	PERRY DENISE L	ARCLEAR	Write Off	01/31/2023			0.55		0.55
											TOTAL TRANSACTION:		0.55
01/31/2023	23:00:02	2022-26196		1021983	YOW KENNETH ETAL	ARCLEAR	Write Off	01/31/2023			1.45		1.45
											TOTAL TRANSACTION:		1.45
01/31/2023	23:00:02	2022-8270		5923301	GREEN CATHY LAVERN	ARCLEAR	Write Off	01/31/2023			1.15		1.15
											TOTAL TRANSACTION:		1.15
01/31/2023	23:00:02	2022-1367		21278301	TABORN EUGENE	ARCLEAR	Write Off	01/31/2023			1.25		1.25
											TOTAL TRANSACTION:		1.25
01/31/2023	23:00:02	2022-35194		56706201	BRISTOW JAMES L & LESLIE	ARCLEAR	Write Off	01/31/2023			0.22		0.22
											TOTAL TRANSACTION:		0.22
01/31/2023	23:00:02	2022-38715		114	RHA HEALTH SERVICES	ARCLEAR	Write Off	01/31/2023			1.44		1.44
											TOTAL TRANSACTION:		1.44
01/31/2023	23:00:02	2022-61450		2519	SNAP FINANCE	ARCLEAR	Write Off	01/31/2023			1.77		1.77
											TOTAL TRANSACTION:		1.77
01/31/2023	23:00:02	2022-61452		2521	SNAP FINANCE	ARCLEAR	Write Off	01/31/2023			1.14		1.14
											TOTAL TRANSACTION:		1.14
01/31/2023	23:00:02	2022-61455		2524	SNAP FINANCE	ARCLEAR	Write Off	01/31/2023			1.20		1.20
											TOTAL TRANSACTION:		1.20
01/31/2023	23:00:02	2022-251771		114	RHA HEALTH SERVICES	ARCLEAR	Write Off	01/31/2023			0.72		0.72
											TOTAL TRANSACTION:		0.72
GRAND TOTALS											27.70		27.70
											27.70		27.70

USER	TOTALS
ADH	2.18
ARCLEAR	10.89
MH	7.65
TYRELL	6.98

All Payments

TAX YEAR	TOTALS
2022	25.31
2021	1.84
2017	0.55

RUN DATE: 3/1/2023 8:10 AM

GRANVILLE COUNTY REFUND REPORT

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 02/01/2023 12:00:00 AM - 02/28/2023 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR:

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Both

SORT BY: Transaction Date

RELEASE NUMBER ONLY:No

PAYMENT TYPE: ,ACH - ACH,Card - Credit Card,Cash -
Cash,Check - Check,DSO - DSO,EPA - EPA,MOrder - Money
Order,OPM - OPM,PPAY - PPAY,WEB - WEB

RUN DATE: 3/1/2023 8:10 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
84555301 COPE DEBORAH ANN 2039 FLINT ROCK RD FRANKLINTON, NC 27525	2022-18465	RP: 183600516780	159.26	VDS	2/1/2023 11:12:00 AM
REFUND RECIPIENT: DEBORAH COPE VDS OVERPAYMENT 2039 FLINT ROCK RD FRANKLINTON NC 27525					
6461301 CRUDUP GEORGE M CRUDUP MATTIE G 1005 EAST F STREET BUTNER, NC 27509	2022-7929	RP: 087714338731	43.39	MH	2/6/2023 10:30:15 AM
MATTIE J CRUDUP REFUND RECIPIENT: GEORGE M CRUDUP MATTIE J CRUDUP MAIL OVERPAYMENT 10005 E F ST BUTNER NC 27509 2143					
1071753 RIDGEWOOD GROUP OXFORD NC LLC 4616 16TH AVE BROOKLYN, NY 11204-1104	2022-13754	RP: 191208983885	26.77	MH	2/6/2023 10:38:20 AM
RIDGEWOOD GROUP OXFORD NC LLC REFUND RECIPIENT: RIDGEWOOD GROUP OXFORD NC LLC MAIL OVERPAYMENT 4616 16TH AVE BROOKLYN NY 11204					
1066383 LONGMIRE GENE T JR KENNEY CAMILLA A 4151 INDIAN TRAIL RD OXFORD, NC 27565-7597	2022-980	RP: 183900458815	91.00	TJT	2/7/2023 4:48:28 PM
VDS/CAMILLA A KENNEY REFUND RECIPIENT: CAMILLA A KENNEY WASTE FEE RELEASE 4151 INDIAN TRAIL RD OXFORD NC 27565					
1022843 LIGHT DANIEL J LIGHT CHRISTY M 4040 PINE RIDGE RD	2020-2985	RP: 182500943775	528.85	TJT	2/10/2023 11:18:37 AM
** VOIDED **					

RUN DATE: 3/1/2023 8:10 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
FRANKLINTON, NC 27525-7332		CHRISTY M LIGHT REFUND RECIPIENT: DANIEL J LIGHT CHRISTY M LIGHT RELEASE OVERPAYMENT 713 APPALOOSA WAY WAKE FOREST NC 27587			
1022843	2021-2985	RP: 182500943775	528.85	TJT	2/10/2023 11:22:57 AM
LIGHT DANIEL J LIGHT CHRISTY M 4040 PINE RIDGE RD					
FRANKLINTON, NC 27525-7332		CHRISTY M LIGHT REFUND RECIPIENT: DANIEL J LIGHT CHRISTY M LIGHT RELEASE OVERPAYMENT 713 APPALOOSA WAY WAKE FOREST NC 27587			
1022843	2022-2985	RP: 182500943775	575.25	TJT	2/10/2023 11:25:14 AM
LIGHT DANIEL J LIGHT CHRISTY M 4040 PINE RIDGE RD					
FRANKLINTON, NC 27525-7332		TYLER SUTTON WILSON REFUND RECIPIENT: TYLER SUTTON WILSON RELEASE OVERPAYMENT 2300 VICTORIA PARK LN RALEIGH NC 27614			
1022843	2022-3777	RP: 183500127575	64.77	TJT	2/10/2023 11:36:27 AM
LIGHT DANIEL J LIGHT CHRISTY M 4040 PINE RIDGE RD					
FRANKLINTON, NC 27525-7332		CHRISTY M LIGHT REFUND RECIPIENT: DANIEL J LIGHT CHRISTY M LIGHT RELEASE OVERPAYMENT 713 APPALOOSA WAY WAKE FOREST NC 27587			
84569301	2022-17924	RP: 183600336662	10.00	VDS	2/26/2023 6:46:00 PM
CONE VINCENT ZACHARY					
4624 ROGERS RD					** VOIDED **
WAKE FOREST, NC 27587		REFUND RECIPIENT:			
45440010	2022-18918	RP: 191315638251	70.22	TJT	2/27/2023 10:12:17 AM
ADCOCK LISA JEAN					

RUN DATE: 3/1/2023 8:10 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
505 HARRIS ST					
OXFORD, NC 27565-2853		LISA ADCOCK REFUND RECIPIENT: LISA JEAN ADCOCK WASTE FEE RELEASE/BOARD APPROVED 505 HARRIS ST OXFORD NC 27565			
19939301	2022-6299	RP: 104100854627	1.49	VDS	2/28/2023 2:00:00 PM
SCOTT JULIA					
P O BOX 162					
BULLOCK, NC 27507		REFUND RECIPIENT:			
TOTAL REFUNDS PRINTED:	2,099.85				
TOTAL VOID REFUNDS:	-538.85				
TOTAL:	1,561.00				

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 2/1/2023 - 2/28/2023

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
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TOTAL VOID REFUNDS:

PARAMETERS SELECTED FOR ACTIVITY REPORT:

TRANSACTION DATE RANGE: 02/01/2023 12:00:00 AM - 02/28/2023 12:00:00 AM
PAYMENT DATE RANGE:
BATCH KEY RANGE:
BILL TYPE: Both
BILL YEAR/NUMBER RANGE:
DISTRICT/TYPE/FEE:
TRANSACTION TYPE:
TOWNSHIP:
CITY:
STATUS:
EXCLUDE STATUS:
USER/OPERATOR:
HISTORY TYPE: 07 - Underpayment
EXCLUDE USER/OPERATOR:
PAYMENT SOURCE TYPE:
PRINT TOTALS ONLY: No
SORT ORDER: Transaction Date
PRINT COMMENTS: N

ACCOUNT#:
ACCOUNT NAME:
LOCATION:
Print Payment Breakdown:No
CHECK NUMBER:
TRANS AMOUNT FROM:
TRANS AMOUNT TO:

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
02/01/2023	10:27:28	2022-41124		87287201	CURRIN MATTHEW THOMAS	MH	Payment	01/31/2023	mail	008438	0.06		0.06
											TOTAL TRANSACTION:		0.06
02/03/2023	09:58:12	2019-5073	B	30806301	RAGLAND BETTIE LOU	MH	Payment	02/03/2023	mail	969089	0.08		0.08
											TOTAL TRANSACTION:		0.08
02/06/2023	10:34:50	2022-14381		8216302	BOYD DANNY J	TYRELL	Payment	02/06/2023	mail	6719	0.14		0.14
											TOTAL TRANSACTION:		0.14
02/06/2023	10:40:54	2022-16085		26736301	WOODALL LARRY L JR	ADH	Payment	02/04/2023	mail	4403	0.20		0.20
											TOTAL TRANSACTION:		0.20
02/06/2023	10:42:31	2022-9494		21653301	TERRY TOMMY E	TYRELL	Payment	02/06/2023	mail	007066	0.02		0.02
											TOTAL TRANSACTION:		0.02
02/06/2023	10:46:14	2022-5995		18965302	ROACH KEVIN L	ADH	Payment	02/06/2023	mail	2102	0.20		0.20
											TOTAL TRANSACTION:		0.20
02/06/2023	10:49:42	2022-253082		4180201	BULLOCK BOBBY LYNN & PAMELA T	ADH	Payment	02/06/2023	mail	1774			0.00
02/06/2023	10:49:42	2022-253083		4180201	BULLOCK BOBBY LYNN & PAMELA T	ADH	Payment	02/06/2023	mail	1774	0.82		0.82
02/06/2023	10:49:42	2022-253081		4180201	BULLOCK BOBBY LYNN & PAMELA T	ADH	Payment	02/06/2023	mail	1774			0.00
02/06/2023	10:49:42	2022-253080		4180201	BULLOCK BOBBY LYNN & PAMELA T	ADH	Payment	02/06/2023	mail	1774			0.00
											TOTAL TRANSACTION:		0.82
02/08/2023	10:20:02	2022-8319		34749301	GIGLIOTTI LOUIS	TYRELL	Payment	02/08/2023	mail	9005	0.06		0.06
											TOTAL TRANSACTION:		0.06
02/08/2023	10:20:30	2022-15076		24059301	WILLIAMS TAMMY OAKLEY	TYRELL	Payment	02/08/2023	mail	5645	0.74		0.74
											TOTAL TRANSACTION:		0.74
02/09/2023	09:31:07	2022-12469	O	73402304	BLAKE FAMILY INVESTMENTS LLLP	MH	Payment	02/09/2023	mail	0314	0.19		0.19
											TOTAL TRANSACTION:		0.19
02/10/2023	11:15:28	2022-39412		87065301	MILLER ERIC	TYRELL	Payment	02/10/2023	mail	0407	0.22		0.22
											TOTAL TRANSACTION:		0.22
02/13/2023	10:06:45	2022-13635		75812301	COX DAVID M JR	TYRELL	Payment	02/13/2023	mail	9894	0.16		0.16
											TOTAL TRANSACTION:		0.16
02/13/2023	10:15:42	2022-6237		12192301	HOLLAND CHARLES JR & LARRY F	ADH	Payment	02/13/2023	mail	03267	0.13		0.13
											TOTAL TRANSACTION:		0.13
02/13/2023	16:30:50	2022-1094		34294301	STRONG CONSANDRA MAE	TYRELL	Payment	02/13/2023	walk-in		0.23		0.23
											TOTAL TRANSACTION:		0.23
02/16/2023	10:34:47	2022-9050		17624302	PEACE DOCK A	ADH	Payment	02/16/2023	mail	0102	0.03		0.03
											TOTAL TRANSACTION:		0.03
02/17/2023	10:31:34	2022-59090		1011033	ASPEN CUSTOM HOMES INC	ADH	Payment	02/17/2023	mail	001732	0.40		0.40
											TOTAL TRANSACTION:		0.40
02/17/2023	14:23:00	2022-9687		39177301	THORPE WALTER KEITH	TYRELL	Payment	02/17/2023	walk-in		0.28		0.28
											TOTAL TRANSACTION:		0.28
02/21/2023	09:42:39	2021-5689	DL,DS	3383301	BOYD DOROTHY	MH	Payment	02/21/2023	mail	0613	0.31		0.31
02/21/2023	09:42:39	2020-5689	DL,DS	3383301	BOYD DOROTHY	MH	Payment	02/21/2023	mail	0613			0.00
02/21/2023	09:42:39	2019-5689	DL,DS	3383301	BOYD DOROTHY	MH	Payment	02/21/2023	mail	0613			0.00
											TOTAL TRANSACTION:		0.31
02/21/2023	09:56:58	2021-18269	G,MPGAR	64425301	JONES JOHN	ADH	Payment	02/21/2023	mail	42170222	0.32		0.32
											TOTAL TRANSACTION:		0.32

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
02/23/2023	09:39:51	2022-38137		86291201	OEHLER MARK BENNO	TYRELL	Payment	02/23/2023	mail	00204	0.05		0.05
												TOTAL TRANSACTION:	0.05
02/27/2023	09:29:04	2022-28529		13809304	KENYON CHARLIE M	TYRELL	Payment	02/27/2023	walk-in	08367			0.00
02/27/2023	09:29:04	2022-11974		13809302	KENYON CHARLIE M	TYRELL	Payment	02/27/2023	walk-in	08367			0.00
02/27/2023	09:29:04	2022-11973		13809301	KENYON CHARLIE M	TYRELL	Payment	02/27/2023	walk-in	08367			0.00
02/27/2023	09:29:04	2022-28538		13809303	KENYON CHARLIE M	TYRELL	Payment	02/27/2023	walk-in	08367	0.27		0.27
												TOTAL TRANSACTION:	0.27
02/27/2023	11:09:46	2022-17211		36493301	GREGORY HENRY EISBEY	ADH	Payment	02/27/2023	walk-in	0118	0.01		0.01
												TOTAL TRANSACTION:	0.01
02/27/2023	11:45:08	2021-22495	DL	51904301	MCINTYRE KELLY N	TYRELL	Payment	02/27/2023	mail	004193	0.10		0.10
												TOTAL TRANSACTION:	0.10
												5.02	5.02
GRAND TOTALS												5.02	5.02

USER	TOTALS
ADH	2.11
MH	0.64
TYRELL	2.27

All Payments

TAX YEAR	TOTALS
2022	4.21
2021	0.73
2020	0.00
2019	0.08

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 02/01/2023 - 02/28/2023

PAYMENT DATE RANGE:

BILL TYPE: Both

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS:

SORT ORDER: Transaction Date

REPORT TITLE:

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

RELEASES REPORT
Granville County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
414 SIMPLY DELICIOUS CAROLINAS INC	2022-253239	DY:22 PERSONAL PROPERTY	RDR	2/2/2023 10:29:09 AM		
				C ADVLTAX	8,169.00	68.62
				C PEN FEE	8,169.00	6.86
				CI52ADVL TAX	8,169.00	50.24
				CI52PEN FEE	8,169.00	5.02
				TOTAL RELEASES:		130.74
		BUSINESS CLOSED SEPTEMBER 23, 2021, PER 2022 BUSINESS PERSONAL PROPERTY NOTICE SIGNED BY DAVID T KOCH RECEIVED JANUARY 26, 2023				
78630301 EDWARDS CRYSTAL	2021-21697	DY:0RP:183600423013 LH	JGS	2/3/2023 4:00:49 PM		
				C ADVLTAX	1,708.00	14.35
				SW47FFEEFEE	1,708.00	86.00
				TOTAL RELEASES:		100.35
		SWMH PUT ON PROPERTY FOR 2021. PERMIT DATE 1/02/2020				
78630301 EDWARDS CRYSTAL	2022-21697	DY:0RP:183600423013 LH	JGS	2/3/2023 4:01:56 PM		
				C ADVLTAX	1,708.00	14.35
				SW47FFEEFEE	1,708.00	91.00
				FR ADVLTAX	1,708.00	1.02
				TOTAL RELEASES:		106.37
		SWMH PUT ON PROPERTY FOR 2021. PERMIT DATE 1/02/2020				
78630301 EDWARDS CRYSTAL	2018-21697	DY: RP:183600423013 LH	JGS	2/3/2023 4:13:50 PM		
				SW47FFEEFEE	0.00	86.00
				C ADVLTAX	1,708.00	14.35
				C ADVTFEE	0.00	3.00
				TOTAL RELEASES:		103.35
		SOLD MH TO JEREMY HOWARD DEC 2017				
78630301 EDWARDS CRYSTAL	2019-21697	DY:0RP:183600423013 LH	JGS	2/3/2023 4:15:51 PM		
				C ADVLTAX	1,708.00	14.35
				SW47FFEEFEE	1,708.00	86.00
				C GARNFEE	1,708.00	30.00
				TOTAL RELEASES:		130.35
		MH BURNED IN 2018				
78630301 EDWARDS CRYSTAL	2020-21697	DY:0RP:183600423013 LH	JGS	2/3/2023 4:16:30 PM		
				C ADVLTAX	1,708.00	14.35
				SW47FFEEFEE	1,708.00	86.00
				TOTAL RELEASES:		100.35
		MH BURNED IN 2018				
1066383 LONGMIRE GENE T JR	2022-980	DY:0RP:183900458815	JGS	2/7/2023 4:44:16 PM		
				SW47FFEEFEE	30,455.00	91.00
				TOTAL RELEASES:		91.00
		CHARGED SOLID WASTE FEE IN ERROR				
1022843 LIGHT DANIEL J	2020-2985	DY:0RP:182500943775	JGS	2/10/2023 10:29:22 AM		
				C ADVLTAX	63,917.00	536.90
				TOTAL RELEASES:		536.90
		HOUSE BILLED ON INCORRECT PARCEL. LOCATED ON PARCEL 182500947924.				

RELEASES REPORT
Granville County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
1022843 LIGHT DANIEL J	2021-2985	DY:0RP:182500943775	JGS	2/10/2023 10:29:49 AM		
		HOUSE BILLED ON INCORRECT PARCEL. LOCATED ON PARCEL 182500947924.		C ADVLTAX	76,753.00	644.73
				TOTAL RELEASES:		644.73
1022843 LIGHT DANIEL J	2022-2985	DY:0RP:182500943775	JGS	2/10/2023 10:31:13 AM		
		HOUSE BILLED ON INCORRECT PARCEL. LOCATED ON PARCEL 182500947924.		C ADVLTAX	63,917.00	536.90
				FR ADVLTAX	63,917.00	38.35
				TOTAL RELEASES:		575.25
1022843 LIGHT DANIEL J	2021-2985	DY:0RP:182500943775	JGS	2/10/2023 10:32:35 AM		
				C ADVLTAX	76,753.00	-644.73
				TOTAL RELEASES:		-644.73
1022843 LIGHT DANIEL J	2021-2985	DY:0RP:182500943775	JGS	2/10/2023 10:33:46 AM		
		TO CORRECT PREV RELEASE OF INCORRECT AMOUNT. HOUSE BILLED ON INCORRECT PARCEL. LOCATED ON PARCEL 182500947924. T		C ADVLTAX	63,917.00	536.90
				TOTAL RELEASES:		536.90
11499301 HENDERSON DONALD & CATHERINE	2020-5836	DY: RP:192820908705	TJT	2/13/2023 4:28:22 PM		
		ATTORNEY FEE ADDED TO WRONG BILL NUMBER		C ATTYFEE	45,821.00	25.00
				TOTAL RELEASES:		25.00
74059201 BAKER MARY CATHERINE	2018-40876	DY: PERSONAL PROPERTY	JGS	2/14/2023 4:04:08 PM		
				C ADVLTAX	980.00	8.23
				C PEN FEE	980.00	0.82
				C GARNFEE	980.00	30.00
		BILLED IN ERROR. BOAT REPORTED SOLD IN FOR 2016		TOTAL RELEASES:		39.05
86596306 BLACKLEY ROBERT H	2022-14986	DY:0RP:086504810679	JGS	2/15/2023 10:56:17 AM		
				C ADVLTAX	114,267.00	959.84
				SW45FFEEFEE	114,267.00	25.00
				C151ADVL TAX	114,267.00	485.63
		DWMH LISTED AS PERSONAL PROPERTY FOR 2022 BILL #2022-252580		TOTAL RELEASES:		1,470.47
782 JOHNSON JASON BRIAN	2022-38637	DY: PERSONAL PROPERTY	JGS	2/15/2023 11:54:09 AM		
				C ADVLTAX	1,047.00	2.93
				FR ADVLTAX	1,047.00	0.21
		PRORATION DUE TO VEHICLE BEING SOLD 2/4/2022.		TOTAL RELEASES:		3.14
515 GROSSMAN DANIEL DDS PA	2022-254059	DY:21 PERSONAL PROPERTY	RDR	2/16/2023 10:47:26 AM		
				C ADVLTAX	278.00	2.34

RELEASES REPORT
Granville County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				C PEN FEE	278.00	0.70
				CI51ADVL TAX	278.00	1.01
				CI51PEN FEE	278.00	0.30
				TOTAL RELEASES:		4.35
66179301	2022-20664	DY:0RP:100100934804LH	CAS	2/16/2023 12:39:07 PM		
HEATH GREG						
				C ADVL TAX	84,935.00	713.45
				SW45FFEEFEE	84,935.00	25.00
				FR ADVL TAX	84,935.00	50.96
				TOTAL RELEASES:		789.41
81459301	2022-251962	DY:22 PERSONAL PROPERTY	JGS	2/16/2023 2:11:01 PM		
HOBGOOD WILLIAM						
				C ADVL TAX	2,500.00	21.00
				C PEN FEE	2,500.00	2.10
				SW47FFEEFEE	2,500.00	91.00
				FR ADVL TAX	2,500.00	1.50
				FR PEN FEE	2,500.00	0.15
				TOTAL RELEASES:		115.75
31172201	2022-253348	DY:22 PERSONAL PROPERTY	CAS	2/17/2023 2:31:40 PM		
CRITCHER JEFFREY THOMAS						
				C ADVL TAX	7,117.00	59.78
				C PEN FEE	7,117.00	5.98
				FR ADVL TAX	7,117.00	4.27
				FR PEN FEE	7,117.00	0.43
				TOTAL RELEASES:		70.46
3289301	2022-252949	DY:22 PERSONAL PROPERTY	JGS	2/20/2023 1:31:34 PM		
BOWDEN DOLPHINE V						
				C ADVL TAX	6,392.00	53.69
				C PEN FEE	6,392.00	5.37
				SW47FFEEFEE	6,392.00	91.00
				FR ADVL TAX	6,392.00	3.84
				FR PEN FEE	6,392.00	0.38
				TOTAL RELEASES:		154.28
19006116	2016-76629	DY: PERSONAL PROPERTY	JGS	2/21/2023 10:28:09 AM		
ROBERTS CALVIN JR & JACKIE C						
				C OTHRFEE	500.00	30.00
				C ADVL TAX	500.00	4.40
				C PEN FEE	500.00	0.44
				C GARNFEE	500.00	30.00
				TOTAL RELEASES:		64.84
13543300	2022-253439	DY:22 PERSONAL PROPERTY	CAS	2/22/2023 11:10:03 AM		
DEAN MILDRED MORRIS						
				C ADVL TAX	2,000.00	16.80
				C PEN FEE	2,000.00	1.68
				SW47FFEEFEE	2,000.00	182.00
				FR ADVL TAX	2,000.00	1.20

RELEASES REPORT
Granville County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					FR PEN FEE	2,000.00	0.12
		MH'S WERE MOVED OFF PROPERTY WHEN MILDRED DIED IN 2017			TOTAL RELEASES:		201.80
83409201	2021-250624	DY:21 PERSONAL PROPERTY	CAS	2/24/2023 10:21:21 AM			
WILKERSON JONATHAN KEITH							
					C ADVLTAX	300.00	2.52
					C PEN FEE	300.00	0.25
		DUPLICATE BILLING 2021-250618 MELISSA WILKERSON			TOTAL RELEASES:		2.77
45440010	2022-18918	DY:0RP:191315638251	JGS	2/27/2023 10:07:53 AM			
ADCOCK LISA JEAN							
					SW47FFEEFEE	82,608.00	91.00
		CORRECTION TO RELEASE WASTE FOR ELD EXCLUSION			TOTAL RELEASES:		91.00
976	2022-253966	DY:19 PERSONAL PROPERTY	RDR	2/28/2023 2:45:37 PM			
RICEWRAP FOODS CORPORATION							
					C ADVLTAX	164,825.00	1,384.53
					C PEN FEE	164,825.00	553.81
					CI51ADVL TAX	164,825.00	601.61
					CI51PEN FEE	164,825.00	240.64
		AMENDED NOTICE OF DISCOVERY BILL PER EVANS' AUDIT			TOTAL RELEASES:		2,780.59
NET RELEASES PRINTED:							
	8,224.47						
TOTAL TAXES RELEASED							
							8,224.47

RELEASES REPORT
Granville County

C ADVLTAX - 1 Granville County Tax

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2016	2016	0	500	500	0.00	4.40	0	0.00	500	4.40
2018	2018	0	2,688	2,688	0.00	22.58	0	0.00	2,688	22.58
2019	2019	1,708	0	1,708	14.35	0.00	0	0.00	1,708	14.35
2020	2020	65,625	0	65,625	551.25	0.00	0	0.00	65,625	551.25
2021	2021	65,625	300	65,925	551.25	2.52	0	0.00	65,925	553.77
2022	2019	0	164,825	164,825	0.00	1,384.53	0	0.00	164,825	1,384.53
2022	2021	0	278	278	0.00	2.34	0	0.00	278	2.34
2022	2022	264,827	27,225	292,052	2,224.54	222.82	0	0.00	292,052	2,447.36
DIST TOTAL		397,785	195,816	593,601	3,341.39	1,639.19	0	0.00	593,601	4,980.58

C ADVTFFEE - Advertisement Fee

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2018	2018	0	0	0	3.00	0.00	0	0.00	0	3.00
DIST TOTAL		0	0	0	3.00	0.00	0	0.00	0	3.00

C ATTYFEE - Attorney

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	45,821	0	45,821	25.00	0.00	0	0.00	45,821	25.00
DIST TOTAL		45,821	0	45,821	25.00	0.00	0	0.00	45,821	25.00

C GARNFEE - Garnishment

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2016	2016	0	500	500	0.00	30.00	0	0.00	500	30.00
2018	2018	0	980	980	0.00	30.00	0	0.00	980	30.00
2019	2019	1,708	0	1,708	30.00	0.00	0	0.00	1,708	30.00
DIST TOTAL		1,708	1,480	3,188	30.00	60.00	0	0.00	3,188	90.00

C OTHRFEE - Other Fee

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2016	2016	0	500	500	0.00	30.00	0	0.00	500	30.00
DIST TOTAL		0	500	500	0.00	30.00	0	0.00	500	30.00

C PEN FEE - County Late List

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2016	2016	0	500	500	0.00	0.44	0	0.00	500	0.44
2018	2018	0	980	980	0.00	0.82	0	0.00	980	0.82
2021	2021	0	300	300	0.00	0.25	0	0.00	300	0.25
2022	2019	0	164,825	164,825	0.00	553.81	0	0.00	164,825	553.81
2022	2021	0	278	278	0.00	0.70	0	0.00	278	0.70
2022	2022	0	26,178	26,178	0.00	21.99	0	0.00	26,178	21.99
DIST TOTAL		0	193,061	193,061	0.00	578.01	0	0.00	193,061	578.01

CI51ADVL TAX - 51 Butner District

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2019	0	164,825	164,825	0.00	601.61	0	0.00	164,825	601.61
2022	2021	0	278	278	0.00	1.01	0	0.00	278	1.01

RELEASES REPORT
Granville County

2022	2022	114,267	0	114,267	485.63	0.00	0	0.00	114,267	485.63
DIST TOTAL		114,267	165,103	279,370	485.63	602.62	0	0.00	279,370	1,088.25
CI51PEN FEE - Butner Late List										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2019	0	164,825	164,825	0.00	240.64	0	0.00	164,825	240.64
2022	2021	0	278	278	0.00	0.30	0	0.00	278	0.30
DIST TOTAL		0	165,103	165,103	0.00	240.94	0	0.00	165,103	240.94
CI52ADVL TAX - 52 Creedmoor										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	8,169	8,169	0.00	50.24	0	0.00	8,169	50.24
DIST TOTAL		0	8,169	8,169	0.00	50.24	0	0.00	8,169	50.24
CI52PEN FEE - Creedmoor Late List										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	8,169	8,169	0.00	5.02	0	0.00	8,169	5.02
DIST TOTAL		0	8,169	8,169	0.00	5.02	0	0.00	8,169	5.02
FR ADVL TAX - Fire Rescue										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	150,560	19,056	169,616	90.33	11.02	0	0.00	169,616	101.35
DIST TOTAL		150,560	19,056	169,616	90.33	11.02	0	0.00	169,616	101.35
FR PEN FEE - Fire Rescue Late List										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	0	18,009	18,009	0.00	1.08	0	0.00	18,009	1.08
DIST TOTAL		0	18,009	18,009	0.00	1.08	0	0.00	18,009	1.08
SW45FFEEFEE - 45 Waste Conv Site Fee										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2022	2022	199,202	0	199,202	50.00	0.00	0	0.00	199,202	50.00
DIST TOTAL		199,202	0	199,202	50.00	0.00	0	0.00	199,202	50.00
SW47FFEEFEE - 47 Waste Conv Site Fee										
TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2018	2018	0	0	0	86.00	0.00	0	0.00	0	86.00
2019	2019	1,708	0	1,708	86.00	0.00	0	0.00	1,708	86.00
2020	2020	1,708	0	1,708	86.00	0.00	0	0.00	1,708	86.00
2021	2021	1,708	0	1,708	86.00	0.00	0	0.00	1,708	86.00
2022	2022	114,771	10,892	125,663	273.00	364.00	0	0.00	125,663	637.00
DIST TOTAL		119,895	10,892	130,787	617.00	364.00	0	0.00	130,787	981.00
GRAND TOTALS:		1,029,238	785,358	1,814,596	4,642.35	3,582.12	0	0.00	1,814,596	8,224.47



Granville County Finance

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: March 8, 2023
Title: **Update Check Signing Signatures for Sheriff's Inmate Trust Account**

PURPOSE:

To authorize the County Finance Director to make the recommended changes to the Sheriff's Inmate Trust Account.

BACKGROUND:

In January 2020, the Granville County Board of County Commissioners approved the transition of control of the Sheriff Department bank accounts to the Finance office. As part of this transition process, a dual check signature system would be required, based on the two scenarios:

- Two signatures from Finance or Administration personnel
- One signature from Sheriff's Department and the other from either Finance or Administration personnel

In the case of the Sheriff's Inmate Trust at Union Bank in Oxford, scenario #2 is applicable. Because of the requirement, as well as changes in the Sheriff and Detention Department personnel, the following signatures are recommended:

Signatures to add:

Robert Fountain
Fred Robertson
Steve McNally
David Yancey

FUNDING: N/A

RECOMMENDATION:

The County Manager and Finance Director recommend approval.

ATTACHMENTS:

Agenda Outline 1062020
Agenda Item detail
Minutes reflecting 1/6/20 approval of control transfer from Sheriff to Finance

ACTION TAKEN:

AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, January 6, 2020



Call to order @ 7:00 p.m. Chairman David T. Smith
 Invocation Commissioner Zelodis Jay

Consent Agenda

1. Contingency Summary (p. 1)
2. Budget Amendment #5 (p. 3)
3. Approve Bonds for Finance for 2019-2020 (p. 8)
4. **Transfer of Sheriff Office Accounts to County Finance Department (p. 9)**
5. Appointment of Members to Board/Committee/Liaison Assignments (p. 10)
6. Minutes (p. 15)
7. Tax Releases and Refunds (p. 70)
8. Authorizing Resolution - Project Adam (p. 84)
9. Authorizing Resolution for Project FNP (p. 86)
10. National Radon Action Month Proclamation (p. 88)

Introductions, Recognitions and Presentations

11. Recognition of Service - Warren Daniel (p. 90)
12. Recognition of Service - Douglas P. Logan (p. 92)
13. Recognition of Service - Donnie L. Boyd (p. 94)
14. Recognition of Service - Francine M. Hart (p. 96)
15. Recognition of Service - Willie S. Richards (p. 98)

Public Comments

16. Public Comments (p. 100)

Department: Sheriff's Office
Date: January 1, 2020

Title: Transfer of Sheriff Office Accounts to County Finance Department

PURPOSE:

To designate Union Bank as an official depository of Granville County and authorize the transfer of control of existing Sheriff Office bank accounts to the County Finance Department.

BACKGROUND:

County Attorney Jim Wrenn, Chief Deputy Sherwood Boyd and County Manager Michael Felts reviewed the Local Government Budget and Fiscal Control Act and the status of the existing Sheriff Office accounts held at Union Bank. As noted by Attorney Jim Wrenn, the best reading of the Local Government Budget and Fiscal Control Act requires that these accounts be held at an official depository of the County. As a result, and based upon the understanding that Chief Deputy Boyd and County Manager Felts also joins in this request, Attorney Wrenn requests that the Board designate Union Bank (where the accounts are currently held) as an official depository of the County subject to verification from Union Bank that the Sheriff's Office accounts are listed as public funds accounts by Union Bank.

FUNDING:

N/A

RECOMMENDATION:

County Manager, Chief Deputy, and County Attorney recommend that the Board of Commissioners designate Union Bank as an official depository of the County subject to verification from Union Bank that the Sheriff's Office accounts are listed as public funds accounts by Union Bank, and authorize the County Finance Director and Chief Deputy to execute new signature cards for the existing accounts and to develop County Internal Controls for the maintenance and use of the accounts.

ACTION TAKEN:

- (D) Approved designation of Union Bank as an official depository of the County subject to verification from Union Bank that the Sheriff's Office accounts are listed as public funds accounts by Union Bank, and authorized the County Finance Director and Chief Deputy to execute new signature cards for the existing accounts and to develop County Internal Controls for the maintenance and use of the accounts.



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Terry Hobgood
Department: Administration
Date: March 20, 2023
Title: **2023-2024 Plan to Further Fair Housing**

PURPOSE:

Update Granville County's Plan to Further Fair Housing for 2023-2024 to remain compliant with CDBG requirements.

BACKGROUND:

Granville County originally developed a Fair Housing Plan in 2019 to apply for a Community Development Block Grant (CDBG) via the North Carolina Department of Commerce for Strong Arm Baking. The Fair Housing Plan was revised in 2020 and remained active through the end of 2021.

While compiling the annual monitoring report, it was noted that the Fair Housing Plan should remain active in order for Granville County to remain eligible for CDBG funding. David Hartigan, Granville County's contracted grant manager for the Strong Arm CDBG grant, recommended that the revised plan be approved by the Board of Commissioners to satisfy NC Department of Commerce requirements.

The revised Fair Housing Plan aligns with the objectives originally identified in 2019 and 2020 during the CDBG application process.

FUNDING:

N/A

RECOMMENDATION:

The County Manager and the Public Information Officer/Grant Development Special recommends approval of the 2023-2024 Fair Housing Plan.

ATTACHMENTS:

Draft 2023-2024 Fair Housing Plan

ACTION TAKEN:

Granville County

Plan to Further Fair Housing

Quarter 1, January – March 2023

Update 2020 Fair Housing Plan and seek formal approval from Granville County Board of Commissioners.

Quarter 2, April – June 2023

Work with the Department of Social Services to update housing list originally compiled in 2020 that provides a comprehensive catalog of low-income housing options, available in English and in Spanish.

Post updated Housing Resource Guide on County Website upon completion.

Order updated Fair Housing Materials in English and in Spanish to replace information obtained in 2020.

Quarter 3, July – September 2023

Have updated Fair Housing information available in key locations such as senior centers, banks, libraries, etc.

Quarter 4, October – December 2023

Provide updated Fair Housing information to Granville County's Human Relations Commission.

Quarter 1, January – March 2024

Ensure listing of low-income housing options is up to date for 2024 and have available in both English and Spanish

Quarter 2, April – June 2024

Conduct an inventory of Fair Housing *Materials*. Order additional copies, as needed. Ensure Fair Housing Information continues to be available at key locations in the County.

Quarter 3, July – September 2024

Schedule Fair Housing Training for county staff and elected officials through Granville County's Human Relations Commission. Reserve venue, promote event for public awareness.

Quarter 4, October – December 2024

Hold Fair Housing Training and provide post-event press releases and social media posts to educate public on topics discussed at third quarter 2024 fair housing training.



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: March 12, 2023
Title: **Response to Audit Findings**

PURPOSE:

To respond to findings to the Local Government Commission concerning the FY 2022 financial audit.

BACKGROUND:

Per 20 NCAC 03 .0508, the Local Government Commission requires written corrective action response to findings related to financial reporting if the unit's auditor finds significant deficiencies or material weaknesses. The response is to be submitted to the LGC within 60 days of the auditor's presentation of financial statements and signed by the Finance Director, County Manager and members the Board.

FUNDING: N/A

RECOMMENDATION:

The County Manager and Finance Director approve the response to audit findings.

ATTACHMENTS:

Response to FY 2022 findings

ACTION TAKEN:



COUNTY OF GRANVILLE, NORTH CAROLINA

141 WILLIAMSBORO STREET, P.O. BOX 906, OXFORD, NORTH CAROLINA 27565

FINANCE DIRECTOR
(919) 693-1301

Date : March 9, 2023
To: NC Local Government Commission
From: Steve McNally
Subject: Granville County - Response to the Auditor's Findings, Recommendations, and Fiscal Matters

Finding 2022-001- Net deficit position of \$1,754,765 due to estimated closure and post closure estimates.

Corrective Action: This post closure estimate adjustment of \$2,185,930 (for FY 2021) was communicated by NC DEQ to the County in calendar 2022. The County will attempt to get timely responses from DEQ regarding corrections for post closure estimates so that necessary budget amendments can be made in a timely manner.

Finding 2022-003 – Prior Period Adjustments

Corrective Action: The County will review financial documents throughout the year; however, for FY2022, the County was not made aware of corrections warranting prior period adjustments until after the close of the previous year's financial statements.

For example, the County was not notified of the FY 2021 adjustments of \$12,762 by the Department of Justice, the FY 2021 adjustment of \$25,000 for unallowable expenditures from the NC E-911 board, and the post closure adjustment from the NC DEQ (mentioned above) until after the approval of the FY 2021 annual report.

Furthermore, the change from a two month to a three month accrual of Local Option sale tax (\$1,004,593) and franchise tax (\$15,604) was the result of LGC directive to our auditors to enforce this rule for FY 2022 reporting, though the auditors had not been required to apply it in previous years.

Annual Consolidate Financial Report preparation

Granville County Finance department (a staff of four, including the Finance Director) lost a key employee at the beginning of the FY 2022 audit process. The Finance department will have additional staff this year to expedite the audit and annual report preparation process. Granville County will also remind our auditors of the need to have all their requests for audit information to the County by the end of September.

Finance Director

County Manager

Board Chair, Russ May

Tony Cozart

Sue Hinman

Zelodis Jay

Jimmy Gooch

Timothy Karan

Rob Williford



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 15, 2023
Title: Minutes

PURPOSE:

To approve minutes of the May 24, 2022 Special Meeting, May 31, 2022 Budget Workshop, and June 6, 2022 Regular Meeting.

RECOMMENDATION:

County Manager recommends approval.

ATTACHMENTS:

May 24, 2022 Special Meeting Draft Minutes
May 31, 2022 Budget Workshop Draft Minutes
June 6, 2022 Draft Minutes

ACTION TAKEN:

OXFORD, NORTH CAROLINA
May 24, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Tuesday, May 24, 2022 at 2:00 p.m. at Butner Town Hall in the Camp Butner Room located at 415 Central Avenue, Butner, NC. The purpose of the Special Meeting was to discuss the search for a County Manager.

Present were:

Chair: Tony W. Cozart

Commissioners: Jimmy Gooch Sue Hinman
Zelodis Jay Timothy Karan
Russ May David T. Smith

County Manager: Michael S. Felts (arrived late)

Assistant County Manager: Korena Weichel

County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

At 2:04 p.m., Chair Tony W. Cozart called the meeting to order and had the invocation. He announced that the Special Meeting was being held to discuss the search for a County Manager.

PRESENTATION BY STEPHEN STRAUSS WITH DEVELOPMENTAL ASSOCIATES LLC

Chair Cozart called on County Attorney Jim Wrenn who then introduced Stephen Strauss with Developmental Associates, LLC.

Mr. Strauss then gave an overview of his company and reviewed the Scope of Services document provided to the Board for the County Manager Search. Board members then asked questions.

BOARD APPROVED CONTRACTING WITH DEVELOPMENTAL ASSOCIATES, LLC TO ASSIST WITH THE SEARCH FOR A COUNTY MANAGER

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved contracting with Developmental Associates, LLC for an amount not to exceed \$22,250 to assist in the search for a County Manager.

REQUEST FOR CLOSED SESSION

County Attorney Wrenn requested a closed session for an economic development matter.

BREAK

At this point, the Board took a short break.

MEETING CONTINUES

The Board reviewed the challenges that Granville County is facing in order to begin working on a job ad to start the process for the County Manager search. He also asked the Board to consider a salary range. He requested meeting with the current County Manager Michael Felts and Department Heads at an upcoming staff meeting for input on the position. He said he would begin work on the job ad for the Board to review.

BOARD WENT INTO CLOSED SESSION

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Russ May, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(5) to discuss an economic development matter. Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Timothy Karan, and unanimously carried, the Board adjourned at 4:20 p.m.

Respectfully submitted,
Debra A. Weary, NCCMC, CMC
Clerk to the Board

APPROVED BY:

Tony W. Cozart, Chair

OXFORD, NORTH CAROLINA
May 31, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met on Tuesday, May 31, 2022 at 9:00 a.m. in the Meeting Room, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford. The purpose of the meeting was to begin working on the proposed submitted budget for fiscal year 2022-2023.

Present were:

Chairman: Tony W. Cozart

Commissioners: Jimmy Gooch Sue Hinman
Zelodis Jay Timothy Karan
Russ May David T. Smith

County Manager: Michael S. Felts

Assistant County Manager: Korena Weichel

County Attorney: James C. Wrenn, Jr

MEETING CALLED TO ORDER

Chair Tony W. Cozart called the meeting to order and recognized Commissioner Russ May for the invocation.

CHANGE OF MEETING DATE FOR AUGUST REGULAR MEETING

County Manager Felts announced that the August board meeting may need to be changed due to conflicts with staff.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Timothy Karan, and unanimously carried, the Board changed the August meeting of the Board of Commissioners to Monday, August 8, 2022 at 7:00 p.m.

UPDATE ON PAY AND CLASSIFICATION PLAN AND PROPOSED FEE MANUAL

County Manager Felts reviewed the agenda for the day. He then reviewed the Pay and Classification Plan and proposed Fee Manual changes and answered questions. When asked, he said staff would review residential and non-residential rental rates for the Expo Center. He mentioned key budget drivers including health insurance increase, retirement rate increase, debt service reduction, merit pay program, Recreation Master Plan allocation, education, and Fire Protection and Rescue Service Tax District.

REVIEW OF SUMMARY OF GENERAL FUND EXPENDITURES

County Manager Felts reviewed the summary of general fund expenditures and answered questions. He announced that an intern will be working in Administration, a new

Veterans Service Officer will start on June 16, 2022, and that the Granville-Vance District Health Department has moved to their renovated offices near Granville Health System.

County Manager Felts said that the Board may want to consider increasing the general contingency balances.

BREAK

At 10:19 a.m., Chair Cozart called for a break. The work session resumed at 10:35 a.m.

REVIEW OF SUMMARY OF GENERAL FUND REVENUES

County Manager Felts reviewed the summary of general fund revenues and answered questions. County Manager asked that service expansion #19, adding eight (8) Detention Officers, be held until a later date.

REVIEW OF OTHER FUNDS

County Manager Felts reviewed other annually budgeted funds including the Emergency Telephone System Fund, R. H. Thornton Library Memorial Fund, Stormwater Services, Solid Waste Management (landfill operations for C & D and MSW landfills and convenience centers), Fire Protection and Rescue Service District, County Health Plan and other funds. He talked about a recommended 6 cents per \$100 valuation Fire Protection and Rescue District tax and explained the proposed funding structure. He noted that once those revenues are collected, they are restricted for this purpose. In the past, fire services were funded with property taxes, there were no restrictions, and funding was determined by the Board of Commissioners. The Fire Protection and Rescue District tax will create a dedicated funding stream that can be adjusted by the actual needs of fire protection in the County. He mentioned challenges for fire departments including finding volunteers and rising fuel, equipment, and training costs. He noted that this is not an immediate solution, but the beginning of a response. He continued his review of funds.

REVIEW OF FUNDING ENHANCEMENTS

County Manager Felts explained that this new section included in the annual budget process included funding enhancements based on input from the Board of Commissioners received at the retreat and other meetings including State and Local Fiscal Recovery Fund Workshops. County Manager Felts reviewed recommended funding enhancements in section 17 pages 1-3 of the budget notebook. He noted that the General Fund has \$2,475,216 available

for funding enhancements. There is a total of \$3,917,343 of funding enhancements in the budget notebook, so there would be an additional appropriation of \$1,442,127 needed. When asked, County Manager Felts clarified school funding and gave recommendations.

BOARD APPROVED FUNDING ENHANCEMENTS

The Board reviewed the recommended funding enhancements in the budget notebook. After discussion, the Board acted on the matter.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Russ May, and unanimously carried, the Board approved the following funding enhancements to be included in the fiscal year 2022-2023 budget by a vote of 6-0 in the amount of \$3,732,343, with the fourth ambulance to be included in next year’s budget. (Commissioner Hinman abstained from voting due to the Food Insecurity Program item on the list).

EMS Subsidy Funding	\$2,112,099
Hospital Plant Operations (parking lot)	\$ 274,000
Hospital Plant Operations (operating room air handling unit)	\$ 200,000
Hospital Plant Operations (main hospital air handling unit)	\$ 200,000
Hospital EMS Replacements #1, #2 & #3	\$ 555,000
School System Inflationary Funding	\$ 251,244
Granville-Vance Public Health	\$ 100,000
Food Insecurity Program	\$ 40,000

LUNCH

At 11:58 a.m., the Board took a break for lunch. The meeting resumed at 12:48 p.m.

RECREATION MASTER PLAN

Assistant County Manager Weichel reported that Justin Jorgensen, Senior Planner, was working on Request for Qualifications (RFQs) for the Recreation Master Plan update and hopes work will kick off in August.

OVERVIEW OF SERVICE EXPANSIONS

County Manager Felts explained that 41 service expansions totaling \$6,470,844 were submitted and included in the proposed budget notebook. He noted that 1 penny on the tax rate = \$522,334. At this time, Mr. Felts reviewed the list of service expansions.

BUDGET DISCUSSION AND DELIBERATION

The Board began review, discussion, and deliberation of the service expansions. A meeting will be set up with Granville County Public Schools, Sheriff, Emergency Management and School Liaisons to look at the security needs for the school system and then a recommendation brought back to the Board.

County Manager Felts said he would recap service expansions after the break. He also requested a closed session for attorney-client matters.

BREAK

At 3:02 p.m., Chair Cozart called for a break. The work session resumed at 3:19 p.m.

RECAP OF SERVICE EXPANSIONS TO BE INCLUDED IN THE PROPOSED 2022-2023 BUDGET

Sheriff John B. Hardy came forward to explain his request for service expansion #20, paid meal break for all sworn positions, for the Sheriff's office.

County Manager Felts noted that a public hearing on the recommended budget will be held at the June 6, 2022 regular meeting and that a summary of the items from today will be included in the proposed recommended budget. He said that he would request that the Board wait until the June 20, 2022 meeting to adopt the budget, after the public hearing for those municipalities requesting to be in the Granville County Fire Protection District. He then recapped information gathered from the budget workshop session.

Items to be included in this year's existing budget:

- Security at 104 Belle Street
- Security at Animal Control with cameras and lock system
- Replacement of outdoor kennels at Animal Control

Items to be held for further discussion until later in the budget cycle the amount of approximately \$2.6 million:

- 401(K) item – hold for comprehensive review of employee benefits package
- Finance Technician position – review later
- Fire Marshal Position – review later
- Detention staff – hold for additional information
- Sheriff staffing – review later
- School's decompression – review later

Recurring items from the budget work session of service expansions to be included in the proposed budget to be presented on June 6, 2022 in the amount of \$165,343:

- General Government – Mileage rate increase
- Internal Auditor – Internal financial assessments
- Library – Wi-Fi hotspot extension
- Emergency Communications – Part-time pay increase for telecommunicators
- Sheriff – Part-time pay increase for bailiffs
- Sheriff – Add additional part-time positions (3 positions)

Non-recurring items from the budget work session of service expansions to be included in the proposed budget to be presented on June 6, 2022 in the amount of \$1,045,491:

- Human Resources – HR/Payroll system vendor change
- Information Technology – Server infrastructure increase
- Animal Management – Portable livestock panel trailer

- Parks and Grounds – Refurbish restrooms at sports pavilion
- Development Services – Digital/Electronic Plan review
- Granville County Public Schools – Board-directed capital outlay - \$250,000

County Manager noted that this will increase appropriated fund balance by \$1.2 million and will put appropriated fund balance at \$3.15 million or 4% of expenditures. He said this summary will be brought back at the June 6, 2022 meeting. He encouraged the Board to think of funding these projects out of fund balance using some revenue replacement this year and some next year, noting that then the following year will be revaluation year.

When asked about item #14 Tax autoagent, County Manager Felts noted that it will be included in the proposed fiscal year 2022-2023 budget as it is a no-cost item.

When asked, County Manager Felts reported that Granville County has a healthy fund balance and that with what has come out of this session, he is very comfortable. He noted that the fiscal year 2020-2021 audit showed a strong fund balance. Granville County targets a range of 30-35% of expenditures for unassigned fund balance. He said fund balance at the end of 2020-2021 was 36.49% and is estimated to be 38.01% at the end of June 2022.

CLOSED SESSION

Upon a motion by Commissioner Russ May, seconded by Commissioner Sue Hinman, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board returned to regular session.

BOARD APPROVED SURVEY FOR TRIANGLE NORTH GRANVILLE PROPERTY

County Attorney Jim Wrenn recommended that the Board consider a survey for the Triangle North Granville site.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved exempting the County from the Mini-Brooks Act and contracting with Summit Engineering for an amount not to exceed \$17,200 for a survey of Phase 1 of the Triangle North Granville Park.

BOARD ADJOURNED

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board adjourned at 4:44 p.m.

Respectfully submitted,
Debra A. Weary, NCCMC, CMC
Clerk to the Board

APPROVED BY:

Tony W Cozart, Chair

DRAFT

OXFORD, NORTH CAROLINA
June 6, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, June 6, 2022, at 7:00 p.m. in the Auditorium, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford.

Present were:

Chair: Tony W. Cozart

Commissioners: Jimmy Gooch Timothy Karan
Sue Hinman Russ May
Zelodis Jay David T. Smith

County Manager: Michael S. Felts
Assistant County Manager: Korena Weichel
County Attorney: James C. Wrenn, Jr.

News Reporters: Amanda Dixon – *Butner-Creedmoor News*
David Murray – *Oxford Public Ledger*

MEETING CALLED TO ORDER

At 7:00 p.m., Chair Tony W. Cozart called the meeting to order. He then recognized Commissioner Timothy Karan for the invocation and Pledge of Allegiance.

CONSENT AGENDA APPROVED

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the consent agenda as follows:

- (A) Approved the Summary of Contingency and Use of Fund Balance report that showed the following balances:

General Contingency Balance	\$	14,000
School Bond D/S Contingency	\$	100,000
Environmental Disaster Contingency	\$	10,000
General Fund Appropriated Fund Balance	\$	5,957,648

- (B) Approved Budget Amendment #6 for Fiscal Year 2021-2022 as follows:

Budget Amendment #6
6/6/2022

Be it ordained, the FY 2021-2022 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)

General Government	
Administration	3,620
IT	2,332
Finance	16,497
Human Resources	1,100
Internal Auditor	660
General Services	1,085
Public Safety	
Sheriff's Department	20,000

[illegible]

10-	4130	360	Dues	\$500	\$2,500
10-	4130	395	Registration	\$500	\$4,850
10-	9910	991	Contingency Summary	(\$14,000)	\$0

Description: Fund higher than anticipated bank fees, dues and registration in the Finance department.

General Fund/HC CBG

Expenditures: Increase/ (Decrease)

10-	5859	220	Food	\$30,140	\$100,140
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Revenues: Increase/(Decrease)

10-	3586	320	Home & Comm. Care Block Grant	\$30,140	\$490,140
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Description : Recognize additional HC CBG funding, per Kathy May.

General Fund/Library

Expenditures: Increase/ (Decrease)

10-	6110	510	Capital Outlay	\$17,775	\$38,375
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Revenues: Increase/(Decrease)

10-	3611	360	LSTA Adapting Technology Grant	\$17,775	\$17,775
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Description : Receipt of LSTA Adapting Technology grant.

General Fund: Various departments

Expenditures: Increase/ (Decrease)

10-	4120	121	Salaries	\$3,051	\$423,654
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10-	4120	181	FICA	\$233	\$30,339
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10-	4120	182	Retirement	\$336	\$48,080
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10-	4122	121	Salaries	\$1,966	\$250,411
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10-	4122	181	FICA	\$150	\$19,065
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10-	4122	182	Retirement	\$216	\$38,009
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10-	4125	121	Salaries	\$927	\$116,276
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10-	4125	181	FICA	\$71	\$8,880
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10-	4125	182	Retirement	\$102	\$13,171
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10-	4130	121	Salaries	\$2,104	\$272,515
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10-	4130	181	FICA	\$161	\$20,636
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10-	4130	182	Retirement	\$231	\$31,003
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10-	4135	121	Salaries	\$556	\$72,890
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10-	4135	181	FICA	\$43	\$5,474
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10-	4135	182	Retirement	\$61	\$8,232
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10-	4260	121	Salaries	\$914	\$145,985
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10-	4260	181	FICA	\$70	\$16,507
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10-	4260	182	Retirement	\$101	\$29,010
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10-	4350	121	Salaries	\$3,344	\$534,075
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10-	4350	181	FICA	\$256	\$39,998
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10-	4350	182	Retirement	\$368	\$60,472
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10-	4396	121	Salaries	\$769	\$59,382
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10-	4396	181	FICA	\$59	\$73,966
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10-	4396	182	Retirement	\$85	\$6,691
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10-	4910	121	Salaries	\$1,810	\$289,030
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10-	4910	182	FICA	\$138	\$32,869
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10-	4910	183	Retirement	\$199	\$48,570
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10-	5860	121	Salaries	\$1,975	\$315,326
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10-	5860	181	FICA	\$151	\$24,911
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10-	5860	182	Retirement	\$217	\$36,953
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10-	5861	121	Salaries	\$300	\$42,888
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10-	5861	181	FICA	\$50	\$4,150
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10-	5861	182	Retirement	\$50	\$4,884
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10-	5870	121	Salaries	\$300	\$49,443
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10-	5870	181	FICA	\$50	\$3,670
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10-	5870	182	Retirement	\$50	\$5,421
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10-	6110	121	Salaries	\$3,788	\$3,788
10-	6110	181	FICA	\$290	\$356
10-	6110	182	Retirement	\$417	\$430
10-	6180	121	Salaries	\$500	\$57,336
10-	6180	181	FICA	\$50	\$4,247
10-	6180	182	Retirement	\$50	\$6,453
10-	8540	114	Health Insurance Increase	(\$26,559)	\$3,441

Description: Fund adjustments in departmental salary and benefits due to 2.75% COLA for balance of FY 2022, as approved by the Granville County BoCC on March 21, 2022.

General Fund/Schools

Expenditures: Increase/ (Decrease)

10-	5911	581	Capital Outlay - Other	\$500,000	\$600,000
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Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	\$500,000	\$4,982,648
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Description: Fund additional Category 1 Capital Outlay allocation to GCPS, as approved by the Granville County BoCC on May 16, 2022.

General Fund/E-911

Expenditures: Increase/ (Decrease)

10-	4390	510	Capital Outlay	\$870,000	\$870,000
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Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	\$870,000	\$5,852,648
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Description: Purchase of a simulcast paging system replacement from Motorola Solutions, as approved by the Granville County BoCC on February 25, 2022.

General Fund/DSS

Expenditures: Increase/ (Decrease)

10-	5300	510	Capital Outlay	\$85,000	\$85,000
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Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	\$85,000	\$5,937,648
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Description: Fund purchase of furniture and equipment for the new DSS satellite office.

General Fund/Sheriff

Expenditures: Increase/ (Decrease)

10-	4310	510	Capital Outlay	\$20,000	\$221,500
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Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	\$20,000	\$5,957,648
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Description: Purchase of 20 portable radios and 16 mobile radios to be compatible with Viper system as of July 1, 2025 as approved by the Granville County BoCC on April 18, 2022.

Landfill Fund

Expenditures: Increase/ (Decrease)

60	4729	511	Butner Concrete Pad Construction	\$27,000	\$27,000
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Revenues: Increase/(Decrease)

60	3991	991	Appropriated Fund Balance	\$27,000	\$27,000
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Description: Fund construction of a concrete pad at the Butner scale house, as approved by the Granville County BoCC February 7, 2022.

Landfill Fund

60-	4729	121	Salaries	\$300	\$269
60-	4729	181	FICA	\$50	\$21
60-	4729	182	Retirement	\$50	\$31

Revenues: Increase/(Decrease)

60-	3991	991	Appropriated Fund Balance	\$400	\$27,400
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Description: Fund adjustments in departmental salary and benefits due to 2.75% COLA for balance of FY 2022, as approved by the Granville County BoCC on March 21, 2022.

Landfill Fund

Expenditures: Increase/ (Decrease)

60-	4725	599	Construction and Permitting	\$303,640	\$311,140
Revenues: Increase/ (Decrease)					
60-	3991	991	Appropriated Fund Balance	\$303,640	\$331,040

Description: Carry over funding from FY 2021 to Garrett and Moore to provide engineering and design service for new landfill cell construction.

E-911 Fund

Expenditures: Increase/ (Decrease)

27-	4500	510	Furniture and Capital Outlay	-\$6,000	\$4,000
27-	4502	355	UPS	\$6,000	\$6,800

Description: Fund additional expenditures for UPS system.

(C) Approved Tax Refunds, Releases and Write-Offs for April 2022 as follows:

Refunds	\$2,743.93
Releases	\$4,362.72
Write-offs (\$2 and less)	\$ 12.55

(D) Approved Minutes of the November 8, 2021 Joint Special Meeting; November 15, 2021 Regular Meeting; and November 19, 2021, November 30, 2021, December 2, 2021, and December 3, 2021 Special Meetings.

(E) Approved authorizing the County Manager and the Assistant County Manager to execute the Service Agreement with the UNC School of Government for a Lead North Carolina Fellow at a cost share of \$20,000.

VAYA HEALTH PRESENTATION

Chair Tony Cozart asked Elliott Clark, Regional Director of Community Relations for Vaya Health, to come forward for a presentation including a Vaya Overview, County Specific Data, and Information about the Children and Families Specialty Plan.

Mr. Elliott Clark thanked the Board for the opportunity to present. He stated that he is the Community Relations Director with Vaya Health and that they are the County's local management entity and manage care organization that cares for those with mental health, developmental disabilities, and substance use disorder needs in the county. He reported that they have been live in Granville County since January as Vaya Health and have already been busy. He stated that he came before the Board to share some information to get Granville County reacclimated to Vaya and how they are structured and an overview of their Board structure. He stated that he will talk about some data that specifically reflects some of the services that are rolling out in Granville County, go over some of the information that they covered when Vaya was soliciting interest from Granville County around priorities that they were going to address and let the county know where we are in each of those priorities. He stated further that toward the end of the presentation, he will talk a little bit about how Medicaid is transforming and how a portion of that transformation is affecting our youth and families are affected in foster care, how the state is approaching those services, and how Vaya is viewing those services in the future for that population.

Mr. Elliott spoke from the following PowerPoint presentation:

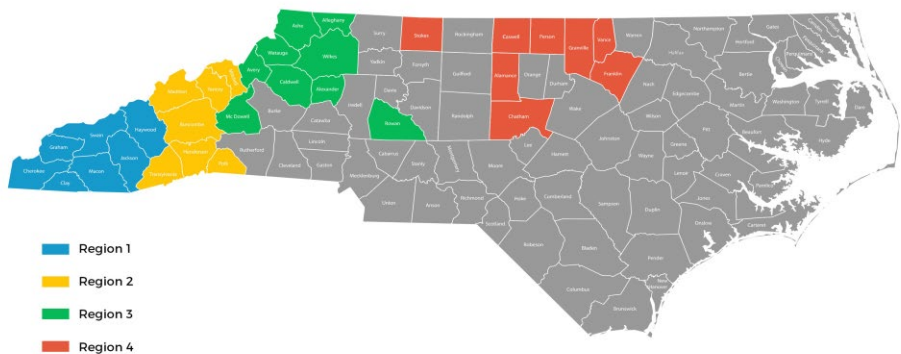
VAYA HEALTH

Granville County Board of Commissioners

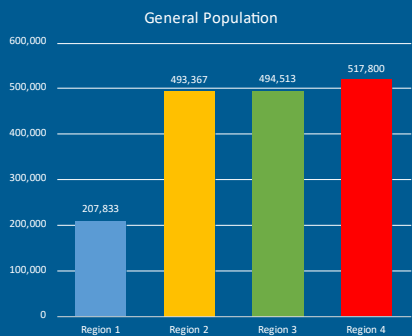
May 16, 2022

Elliott Clark, Regional Community Relations Director
elliott.clark@vayahcath.com
919-608-7894

Vaya's Regional Assignments



Regional Boards

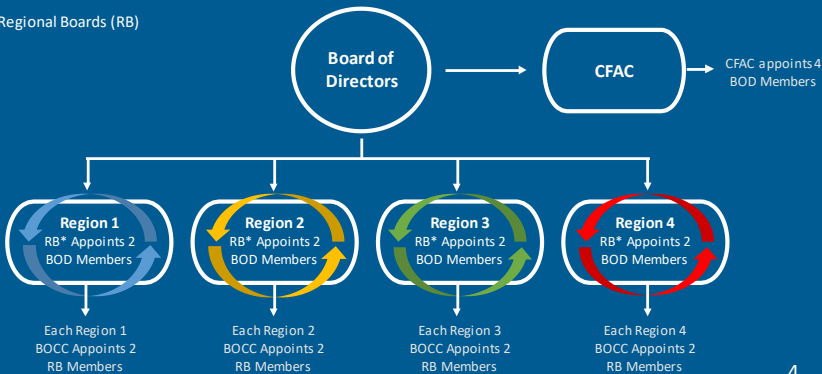


Region 1	Region 2
1. Cherokee 2. Clay 3. Graham 4. Haywood 5. Jackson 6. Macon 7. Swain	1. Buncombe 2. Henderson 3. Madison 4. Mitchell 5. Polk 6. Transylvania 7. Yancey
Region 3	Region 4
1. Alexander 2. Alleghany 3. Ashe 4. Avery 5. Caldwell 6. McDowell 7. Watauga 8. Wilkes 9. Rowan	1. Stokes 2. Alamance 3. Caswell 4. Chatham 5. Person 6. Franklin 7. Granville 8. Vance

3

Alternative Board Structure

*Regional Boards (RB)



4

Composition for Consolidated Board of Directors

- 2 representatives appointed by each Regional Board
- 4 representatives appointed by Consumer & Family Advisory Committee - One per region
- 1 representative appointed by the DHHS Secretary
- Up to 8 At-Large members appointed by current Vaya Board in consultation with Cardinal Board, CCABs, counties
- The Provider Advisory Council President serves as non-voting member
- Up to 3 non-voting advisory members

5

Regional Board: Region 4 Membership

	County	Position	Name
1	Alamance	Commissioner	JohnPaisley
2	Alamance	Commissioner	PamelãThompson
3	Caswell	FamilçServices Director	AishaGwynn
4	Caswell	Commissioner	JeremiaDefferies
5	Chatham	Commissioner	KarenHoward
6	Chatham	DSSDirector	JennieKristiansen
7	Franklin	CountyManager	KimDenton
8	Franklin	Commissioner	CedricJonesViceChair
9	Granville	PH Director	LisaHarrison
10	Granville	Commissioner	RussMay
11	Person	HD Director	JanetClayton
12	Person	Commissioner	GordonPowell
13	Stokes	Commissioner	SonyaCox
14	Stokes	DSSDirector	StaceyElmes
15	Vance	Commissioner	DanBrummittChair
16	Vance	DSSDirector	DenitaDevega

Vaya Board of Directors Membership

	Seat	Region	County	Position	Name
1	RB1 – Chair	1	Macon	Commissioner	Ronnie Beale
2	RB1 – Vice Chair	1	Haywood	HHSA Director	Ira Dove
3	RB2 – Chair	2	Henderson	Commissioner	Bill Lapsley
4	RB2 – Vice Chair	2	Mitchell	Commissioner	Brandon Pittman
5	RB3 – Chair	3	Watauga	Commissioner	Billy Kennedy
6	RB3 – Vice Chair	3	Rowan	Commissioner	Judy Klusman
7	RB4 – Chair	4	Vance	Commissioner	Dan Brummitt
8	RB4 – Vice Chair	4	Franklin	Commissioner	Cedric Jones
9	CFAC Region 1	1	N/A	N/A	Mary Ann Widenhouse
10	CFAC Region 2	2	N/A	N/A	Nancy Baker
11	CFAC Region 3	3	N/A	N/A	Pat McGinnis
12	CFAC Region 4	4	N/A	N/A	Benita Purcell
13	At-Large 1	3	Alexander	County Manager	Rick French
14	At-Large 2		N/A	Insurance Expertise	Mike Norris
15	At-Large 3		N/A	Health Care Expertise	Tim Fitzsimons
16	At-Large 4	4	Alamance	Commissioner	John Paisley
17	At-Large 5	2	Buncombe	Assistant County Manager	Dakisha "DK" Wesley
18	At-Large 6	3	McDowell	County Manager	Ashley Wooten
19	PAC President		N/A	PAC President	Carson Ojamaa
20	DHHS Secretary Appointment	2	Transylvania	N/A	Page Lemel *DHHS Approval Pending*
21	Specialized Expertise		N/A	DSS Director	Patrick Betancourt

Vaya Health in Granville County

- Care Management Data and Overview
 - [Vaya Health Granville County Data](#)
- Promises Made, Promises kept update
 - Commitmentsto Person Countyand current progress.
 - [PMPK Document Reference](#)

8

Child & Family Specialty Plan

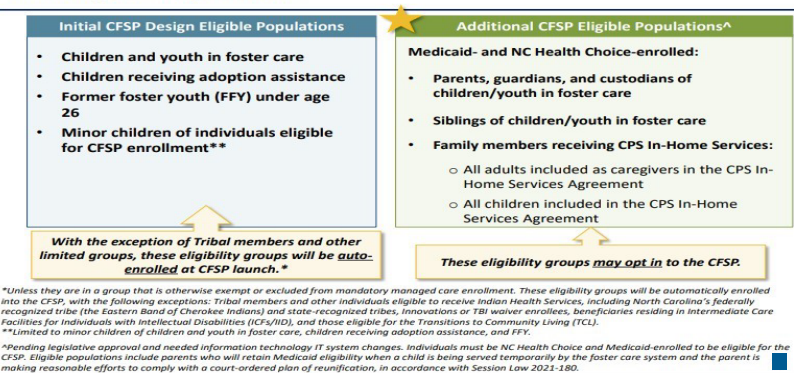
NCDHHS Plan to Create Specialty Medicaid Waiver for Children in Foster Care and Children & Youth involved with DSS

- The CFSP will be a **single, statewide plan** available to children, youth and families served by the child welfare system regardless of their location in the state.
- This design creates a **central accountable entity** for providing integrated physical and behavioral health services, I/DD services and resources to address unmet health-related needs under a System of Care framework in **close coordination with County DSS and EBCI Family Safety Program**.
- Only a **Standard Plan** or a **Tailored Plan** may bid to operate the CFSP.
- Recent stakeholder engagement informed **needed changes to initial CFSP Plan design** and a **shift in the Plan launch timeline**.

**In 2022, DHHS intends to identify a new name for the CFSP to better represent the objective of the managed care plan and its target populations.*

10

CFSP-Eligible Populations



11

Benefits

The CFSP will provide comprehensive benefits to meet the needs of children, youth and families involved in the child welfare system.

CFSP Benefits/Services:

- The CFSP will include nearly all the Medicaid State Plan benefits covered by Standard Plans and Tailored Plans including:
 - Physical health
 - Behavioral health
 - Long-term services and supports
 - Pharmacy benefits
- Examples of Medicaid State Plan benefits covered in the CFSP include (see Appendix for full list):
 - Inpatient/outpatient behavioral health services
 - Residential treatment services
 - Mobile crisis management
 - Early and periodic screening, diagnostic and treatment (EPSDT) services

Services Provided only by Tailored Plans*

- A small subset of behavioral health services will only be available through Tailored Plans:
 - Intermediate care facilities for individuals with intellectual disabilities (ICF-IID)
 - Innovations and TBI Waiver Services
 - State-funded Services
 - Respite services through TRACK at Murdoch
 - Transitions to Community Living

Including Tribal Integrated Classroom, Family Safety, Tribal Therapeutic Foster Care, and Tribal Peer Support services

*Tribal members will not need to enroll in a Tailored Plan to receive Tailored Plan-only services.

12

State-Wide LME/MCO Concerns with CFSP

- Formerly called the Foster Care Waiver
 - Policy Paper released February 18, 2022
 - Proposed to be a single statewide plan, not regional plans
 - Would potentially expand the proposed population served by this plan to include both kids in DSS custody, as well as those in pre-custody, and their families
 - Vaya collaborated with other five LME/MCOs to submit two responses to the Policy Paper.
- General concerns include:
- Plan is being rushed out without sufficient analysis of impact on system as a whole, including impact on provider network stability
 - Based on premise that a statewide plan is the only way to create a statewide network and standardization
 - Could potentially undo the work that Vaya and other LME/MCOs have done to create innovative, local solutions to meet DSS needs and divert youth away from institutionalization
 - Rural and smaller counties won't receive the same level of support in a statewide plan

13

What can we do to make progress?

- Much improvement is needed to our system of care for children and families experiencing disruptions in the home.
- We need:
 - Close collaboration and commitment to DSS for process improvement and enhancements to service delivery.
 - Voice concerns over the current plan and timeframe to DHHS and Legislative Delegation.
 - Public Comment through May 23 2022. Comments may be emailed to Medicaid_1115Engagement@dhs.nc.gov. Please indicate "NC Section 1115 Waiver" in the subject line of the email message.
 - Letters of Support
 - Regular reporting of quality metrics that indicate outcomes for the youth and families that we collectively serve.

14



In closing, Mr. Elliott stated that they hope the Board will review and pay attention to the information presented, receive the report, and support it in any way they choose. He noted that in a lot of counties, there is an immediate kind of agreement around the need for delay, and in other counties there is a need to push forward and make sure that Vaya can solve this thing as fast as they can. He continued that Ms. Hampton, Granville County DSS Director, has been fantastic about opening up discussion with them about that and he offered kudos to her and her department for being very available to them. He stated further that he believes that they have a good partnership and relationship as far as how their care managers are supporting their office. He continued that this is something that is moving fast. The State is planning the

RFP (Request for Proposals) this month in June, awarding the RFP in November, and making a selection in November to go live the following December. So, what they would ask for is an opportunity to delay that process so that they might apply, as a tailored plan, and roll out this initiative that they are talking about that could solution all the things that they feel are the major issues as a tailored plan when they go live in December. He stated that the concern that Vaya and he have is the potential impact that could be negative on rural counties. He noted that most times when you look at a statewide plan, resources are channeled to where the volume is; that's not to say anything bad about any of the contenders that are vying for this type of plan, but in general, that's a major concern of theirs. He said they feel like the healthcare that needs to be provided to this population needs to be managed on a localized level and needs to be incentivized on a localized level. At this time, he asked for any questions that the Board members may have had.

Chair Tony Cozart stated that the Board had been looking forward to this presentation and noted that the Board is excited about the mobile crisis management because in communities such as Granville County it could really make a big difference. He continued that he thinks it is wonderful to have the quarterly DSS meetings and then asked for questions and/or comments.

Commissioner May stated that he sits on the Vaya Board and that he wanted to make a few comments. He asked that Mr. Elliott affirm or not affirm those comments to make sure that the information he is providing to the Board is correct. He stated that the DHHS (Department of Health and Human Services) proposal would require more robust state staffing, and potentially more office space needed, and it would create a one-provider network that would discourage any competition as was unfortunately seen with Cardinal. He said they saw in rural counties that the services provided likely would not be at the same level that they are today even though they stated they would be. As we know rural counties often are low to moderate wealth and rural counties are often last to receive funds. He continued that Vaya personnel are embedded with DSS right now and therefore, he would like for the Board to support Vaya regarding delaying a launch time that would, by doing so, carefully evaluate the efficiency and cost and direct impact on low to moderate wealth rural counties and the impact of those services therein. He continued that he felt that Granville County has far too long, in

some regard, not reaped the benefit because of where we sit between Wake and Durham Counties. We often are last to the table, and he believes that this is a huge loss.

Commissioner May also read, “establishing additional separate state-wide plan for population currently receiving many of the same services through existing NC Medicaid Plans creates increased risk for service system fragmentation, staffing shortages, especially in rural areas that make up most of the county’s services.” He said he would hope that the county would, and the other commissioners would join him should they discuss a later date of delaying this. He then asked if the information he provided was correct.

Mr. Elliott stated that the information was correct but that he offered one point of clarification around the network. On approach, the single state-wide plan would be the managing organization, so what Vaya would expect to see is retention, hopefully in a network that is diversified but the fear is that you do not have a lot of localized focus on incentivizing that network; but that the aspect of this being a single state-wide plan does not refer to a single provider of care but a manager of care. That is the primary concern that Vaya feels like would limit rural counties like Granville County and not incentivize growth based on that localized approach.

Commissioner May said he would make a motion.

Upon a motion by Commissioner Russ May, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved supporting Vaya in the delay and approved sending a letter of support asking that the North Carolina Department of Health and Human Services delay issuance of the CFSP (Children and Families Specialty Plan) Request for Proposal as described in the February 18, 2022 Policy Paper, and instead consider a model that allows for regional plans aligned with the existing LME/MCO (Local Management Entity/Managed Care Organization) regions, in support of the North Carolina Association of County Commissioners.

AFTER HOLDING LEGISLATIVE HEARING, THE BOARD APPROVED LAND DEVELOPMENT TEXT CODE AMENDMENT REGARDING OPEN SPACE ACTIVE RECREATION AND ESTABLISHMENT OF RECREATION FEE AND PLAN CONSISTENCY STATEMENT

Chair Tony Cozart stated that there were two planning matters on the agenda and noted that the first one was a legislative hearing for the purpose of receiving comments on a land development code text amendment petition. He declared the public hearing open and asked Barry Baker, Planning Director, to provide a brief overview.

Mr. Baker stated that all public notices as required by local and state law have been accomplished for this hearing. He stated the background for the amendments as follows:

AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) THAT WOULD ESTABLISH THAT OPEN SPACE ACTIVE RECREATION IN MAJOR SUBDIVISIONS DO NOT INTERFERE WITH NEIGHBORHOOD CHARACTER AND DO NOT INCREASE TRAFFIC VOLUMES ON ROADWAYS, ESTABLISH THAT ALL MAJOR SUBDIVISIONS SHALL SET ASIDE 10% OF THE MAJOR SUBDIVISION FOR OPEN SPACE ACTIVE RECREATION, ESTABLISH THAT MAJOR SUBDIVISION DEVELOPERS SHALL PROVIDE FUNDS TO THE COUNTY WHEREBY THE COUNTY MAY ACQUIRE PUBLIC RECREATION AND PARK LAND OR AREAS TO SERVE THE DEVELOPMENT OR SUBDIVISION IN THE IMMEDIATE AREA. THE PUBLIC HEARING WILL ALSO INCLUDE THE ESTABLISHMENT OF A RECREATION FEE OF \$500 PER LOT MADE PAYABLE TO THE COUNTY AT THE TIME OF MAJOR FINAL SUBDIVISION PLAT APPROVAL.

Mr. Baker stated that the Planning Board, at their May meeting, voted unanimously recommending approval of the Land Development Code Text Amendment with a slight revision that would include not only just recreational land, but recreational infrastructure for the use of the recreation fee and the proposed recreation fee of \$500 per lot made payable at final planning. As discussed at the retreat in February, this is modeled after Harnett County. He stated that Harnett County has been utilizing this recreation fee in this process since 2006. He asked the Board to take note of the written consistency statement that states, *“A strategy of the Granville County Comprehensive Land Use Plan is to review and update developmental fees to ensure that the new residential growth can contribute to the purchase and development of recreational facilities to serve new residence.”* He also noted that it is a further implementation of Granville County’s comprehensive land use plan and was adopted in late 2018 after an extensive public participation process that also included questions and answers that included developers. He continued that the Planning Board has provided a written consistency statement as required by the law. He then asked for any questions.

Chair Cozart asked if there were any questions and there were none.

Chair Cozart continued that the Board would like to recognize those who would like to speak relative to this amendment even though no one had signed up to speak, they were encouraged to do so at this time.

Jaycee Georgiev, 1174 Smith Creek Way, Creedmoor, NC, stated that she happened to have the 2018 Comprehensive Plan with her and that it is her understanding that there is a certain portion of land that must remain natural and of that natural land this would go towards parks and recreation. Therefore, her question is, of that natural area, her thought was that it

was to remain in its natural state versus adding parks to that natural area. She then asked if that is something that can be in addition to the natural area that is already supposed to remain.

Chair Cozart asked if Mr. Baker could respond to the 10% set aside.

Mr. Baker stated that currently in cluster subdivisions, the cluster subdivision sections states that 20% of a subdivision is to be set aside for open space. What this would do is that in a cluster subdivision, it would establish that 10% of that 20% be used for active recreation. He explained active recreation as picnic areas, tot lots, swing sets, and things of that nature. This also would establish new, in a conventional subdivision, that 10% be used for active recreation. That would be considered something new, but there still would be the provision and preservation of natural open space. Generally, that is done so that in a stormwater area, particularly to preserve wetlands, flood plains, and things of that nature. He continued that the Planning Board as well as County staff, and different departments will review major subdivisions for any proposed recreation area that would be on a steep slope or in a flood plain, or riparian a buffer, or wetland, or interfere with something that is protected by the higher levels of government, they would let the developer know and it would likely be revised. Again, he stated that in a cluster subdivision now, 20% of land is preserved for open space. What this would do in a cluster subdivision would establish that 10% of that or half is for active recreation and in a conventional subdivision, where there is no open space requirement now, 10% of that subdivision would be set aside for active recreation. Any active recreation would have to, if it is in a stormwater area, would have to be preserved and maintained per stormwater rules. He stated further that all major subdivisions in the stormwater area require stormwater plans and so they work to make sure that the natural land is preserved that needs to be preserved.

Chair Cozart asked if that brought Ms. Georgiev clarity and she stated it did. He then asked if there were questions from the Board.

Commissioner Tim Karan stated that he appreciated the Planning Board taking this up at the Parks, Greenways and Recreation Advisory Committee's request. He continued that this has been something that has been kicked around for three or four years now since the comprehensive plan was drawn. This is an item that was left off to the side and he was glad it was coming to fruition. He stated further that his only concern is that, for the conventional subdivisions, you are almost forcing them to become cluster subdivisions because they do not currently have a 10% set aside. One hundred percent of the land goes to internal workings and

then the remainder goes to individual lot owners as opposed to a cluster subdivision which is open space which means joint ownership, public access. He continued that he thinks that the requirement that they are putting in is going to be pushing all your subdivisions into a cluster situation which is actually the direction that the comprehensive land use plan wants them to go anyway, especially because there are not many areas in our county that do not have an area that has some form of protection quality to it whether it be natural resources or heritage-type resources so you are hard-pressed not to find a little swamp or a cemetery on any piece of property here in Granville County.

Commissioner May asked Mr. Baker to explain what immediate area is regarding recreation for the public.

Mr. Baker stated that an immediate area is a state law and is the vicinity of a major subdivision. He explained that when Harnett County assesses the recreation fee and it is paid in a particular township, then those fees are used in a particular township. He explained that if a recreation fee is paid in the Brassfield Township, it would not go to pay for a recreation, tot lots, or active recreation in Oak Hill, but it does allow for something like the Granville Athletic Park—a regional park as Harnett County has done. He stated that most of the subdivision growth has occurred in the four southernmost townships and if there is a regional facility in the south, it would probably be prudent to put it in one of those four townships.

Chair Cozart asked if there were any other questions and/or public comments. There were none. He declared the public hearing closed.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Russ May, and unanimously carried, the Board approved the plan consistency statement and land development text amendment as follows:

AMENDMENT REGARDING RECREATION, OPEN SPACE AND MAJOR SUBDIVISIONS

Whereas, the Granville County Board of Commissioners found it necessary to adopt the Granville County Land Development Code on July 12, 1999, to provide for the orderly, planned, and efficient growth of Granville County; and,

Whereas, the need to amend and/or change this same code from time to time exist to provide for its efficient administration and enforcement or to address changing conditions of the growth and development of the County; and,

Whereas, the Granville County Planning Board held a legislative hearing on the proposed amendment on May 19, 2022, and after a study of evidence presented, made a favorable recommendation on the adoption of the proposed amendment; and,

Whereas, a notice of legislative hearing has been given as provided in North Carolina General Statute 160D-601&602 and the Granville County Land Development

Code for a Text Amendment and a legislative hearing was held by the Board of Commissioners on June 6, 2022, at which, evidence was presented at the legislative hearing.

Whereas, the Granville County Board of Commissioners hereby adopts the following Plan Consistency Statement:

GRANVILLE COUNTY BOARD OF COMMISSIONERS' PLAN CONSISTENCY STATEMENT:

A strategy of the Granville County Comprehensive Land Use Plan is to “review and update developmental fees to ensure that new residential growth can contribute to the purchase and development of recreational facilities to serve new residents.” As such, the proposed text amendments are consistent with the newly adopted Comprehensive Land Use Plan.

NOW THEREFORE, BE IT ORDAINED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS THAT:

SECTION 1. Amend Section 32-215 of the Granville County Land Development Code (LDC) by amending the following language (**bold** text denotes new language):

Sec. 32-215. Outdoor recreation.

- (a) Outdoor recreation uses in the AR-80, AR-40, R-25 and MHPD districts are only allowed if the use will not interfere with the existing neighborhood character. Uses which will increase traffic volumes on roadways beyond the carrying capacity will not be allowed. **Open space active recreation uses required by major subdivision regulations shall be deemed to not interfere with neighborhood character and presumed not to increase traffic volumes on roadways beyond the carrying capacity.**
- (b) Public and private country clubs, golf courses (excluding miniature golf courses, and par-three golf courses), and swimming clubs shall provide all buildings and swimming pools with a minimum setback of 50 feet from all exterior property lines.

SECTION 2. Amend Section 32-602 of the Granville County Land Development Code (LDC) by amending the following language (**bold** text denotes new language):

Sec. 32-602. Major subdivisions.

(a) A major subdivision is a subdivision of land that is not a minor subdivision meeting the standards in [section 32-603](#) or an exception as defined in [section 32-582](#). Major subdivisions shall be developed in conformance with division 3 of this article. **A minimum of 10% of a major subdivision shall be reserved for active recreation. Land within the subdivision site not contained in lots, streets, or utility easements, shall be in one or more parcels dedicated or reserved as permanent open space for active recreational uses. Open space dedication or reservation and maintenance shall be the same as found in Section 32-602 (b) (6) & (7).**

(b) A cluster subdivision is an allowable major subdivision design in rural areas of the county.

(5) *Open space.*

- a. *Required open space.* Land within the subdivision site not contained in lots, streets, or utility easements, shall be in one or more parcels dedicated or reserved as permanent open space. The total area of parcels dedicated or reserved as permanent open space shall make up at least 20 percent of the subdivision **with a minimum of 10% used for active recreation**).
- b. *Open space use, location, and design.*
 - 1. Open space shall be dedicated or reserved for one or more of the following uses:

Conservation of any identifiable natural hazard areas, such as floodways or wetlands;

Conservation and protection of identified significant natural areas, such as rare plant communities, important wildlife habitat, or other environmentally sensitive areas where development might threaten water quality of ecosystems;

Conservation and protection of any identifiable important historic resources;

Provision of active and/or passive outdoor recreation opportunities, either for the general public or for the subdivision residents:

Retention of productive farmland or forestland for continued agricultural and/or forestry use; or

Establish a conservation reservation on the remainder of the tract.

2. Highest priority for the location, design, and use of open space **(not including the required minimum 10% used for active recreation)** shall be given to conserving, and avoiding development in, any natural hazard areas on the site.
3. Open space shall contain such buildings, structures, accessways, and parking facilities as are necessary to its principal uses.
4. The location, size, character, and shape of the required open space shall be appropriate to its intended use; active recreation shall be located and designed so its users can easily access it.

SECTION 3. Add New Section 32-682 to the Granville County Land Development Code (LDC) by adding the following language (**bold** text denotes new language):

Sec. 32-682 Recreation and Park Development

All residential subdivisions and developments, except minor subdivisions, shall provide funds to the County whereby the County may acquire public recreation and park land or areas and recreational infrastructure to serve the development or subdivision in the immediate area.

- A. **The amount of such fee shall be the product of the total number of dwelling units and/or building lots located in the development or subdivision multiplied by the recreation fee as established by The Granville County Board of Commissioners.**
- B. **The fee shall be paid prior to approval of a final plat for the subdivision, provided that payments may be phased in accordance with the approved phasing of the subdivision.**
- C. **The County may transfer funds paid by one (1) or more subdivisions to a municipality or make arrangements for the joint County/municipal expenditure of the funds where the County determines that such transfer or arrangements would better ensure the funds will be used to acquire public recreation and park areas and recreational infrastructure that will serve the recreational needs of the development and developments in the immediate area.**

SECTION 4. Should any provision of this Ordinance amendment be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall have no effect to the validity of the Granville County, North Carolina Land Development Code as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5. This Ordinance shall take effect and be in force upon the date and time of adoption.

SECTION 6. This Ordinance duly adopted by the Board of Commissioners of the County of Granville, North Carolina, this the 6th day of June, 2022.

AFTER HOLDING PUBLIC HEARING, BOARD APPROVES APPLICATION TO REZONE PROPERTIES ON OLD HIGHWAY 75 SOUTHEAST OF OXFORD

Chair Tony Cozart stated that the purpose of the next public hearing was to hear public comments on the following zoning map amendment (rezoning) petition. He continued that this is a Legislative hearing for the purpose of receiving comments on an application to rezone properties on Old Highway 75 southeast of Oxford. He declared the public hearing opened and asked Mr. Baker if he would come and give a brief overview.

Mr. Barry Baker, Planning Director, stated that all public notices as required by local and state law have been accomplished for this particular hearing. He noted that it is the first rezoning application in 2022 and is an application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2). He continued that the Board would see in their agenda material that the rezoning application encompasses 31.685 acres that include Tax Map #191200340417 and Tax Map #191200331920. The other three parcels proposed for rezoning are Tax Map #191200135698, Tax Map #191200134703, and Tax Map #191200132717. He stated that the Planning Board at their May meeting recommended the rezoning. He noted that they would also find in the agenda: (1) Copy of rezoning petition and map; (2) Written and signed Planning Board Plan Consistency and Reasonableness Statement and Small-Scale Rezoning Analysis; (3) Unapproved minute excerpts for agenda item from the May 19, 2022 Planning Board meeting; (4) Copy of the Table of Uses from the Granville County Land Development Code (LDC); (5) Copy of the Use Definitions from the LDC; and (6) Copy of zoning district vicinity map prepared by zoning staff. He concluded that he would be happy to answer any questions.

Chair Cozart asked if the Board had any questions for Mr. Baker and there were none. He continued that no one signed up to speak on the matter, but he would recognize anyone in the audience that would like to speak and no one came forward.

Chair Cozart declared the public hearing closed.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved the application to rezone properties on Old Highway 75 Southeast of Oxford, with the Consistency Statement and spot zoning analysis also included.

ORDINANCE THAT AMENDS THE GRANVILLE COUNTY ZONING MAP FOR PROPERTY IDENTIFIED AS PARTS OF TWO TRACTS TAX MAP #191200340417 AND TAX MAP #191200331920 AND ALL OF THREE OTHER PARCELS IDENTIFIED AS TAX MAP #191200135698, TAX MAP #191200134703 AND TAX MAP #191200132717 FROM AGRICULTURAL RESIDENTIAL 40 DISTRICT (AR-40) TO GENERAL INDUSTRIAL DISTRICT (I-2) AND SERVES AS THE BOARD OF COUNTY COMMISSIONERS’ WRITTEN PLAN CONSISTENCY AND REASONABLENESS STATEMENT AND SMALL-SCALE REZONING ANALYSIS

Whereas, a zoning map amendment petition has been filed for a change to the Granville County Zoning Map for property as follows:

Z-1-2022

Application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2)

Application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2). The rezoning application encompasses 31.685 acres. The application would rezone parts of two tracts identified as Tax Map #191200340417 and Tax Map #191200331920. The other three parcels proposed for rezoning are Tax Map #191200135698, Tax Map #191200134703 and Tax Map #191200132717.

Whereas, the Granville County Planning Board held a legislative hearing on May 19, 2022, and made a positive recommendation concerning the petition to the Board of County Commissioners; and,

Whereas, a notice of legislative hearing has been given as provided in North Carolina General Statute 160D-601&602 and the Granville County Land Development Code for a Zoning Map Amendment and a legislative hearing was held by the Board of Commissioners on June 6, 2022, at which, evidence was presented at the legislative hearing.

Whereas, the Granville County Board of Commissioners hereby adopts the following Plan Consistency & Reasonableness Statement and Small-Scale Rezoning Analysis:

**GRANVILLE COUNTY BOARD OF COMMISSIONERS’ WRITTEN
CONSISTENCY & REASONABLENESS STATEMENT:**

The Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies the future land use of the property as Suburban residential but it is shown directly south of area illustrated as Office & Industrial. Goal 2, Objective 2B of the Comprehensive Plan encourages “increas[ing] opportunities for commercial development.” A further recommendation is to “encourage commercial and mixed use development in key areas.” The proposed tract being considered for rezoning is located on an arterial in an area in the vicinity of industrial land uses. An industrial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the property is located on an arterial in an area with industrial land uses and has access to a railroad. Moreover, the future land use map directly north of the tracts shows land intended for office & industrial. As such, the application is consistent with the future land development map contained in the Comprehensive Plan, and is in the public interest as it encourages industrial development along an arterial in the County.

**GRANVILLE COUNTY BOARD OF COMMISSIONERS’ SMALL-SCALE
REZONING ANALYSIS:**

The Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies the future land use of the property as Suburban residential but it is shown directly south of area illustrated as Office & Industrial. Goal 2, Objective 2B of the Comprehensive Plan encourages

“increas[ing] opportunities for commercial development.” A further recommendation is to “encourage commercial and mixed use development in key areas.” The proposed tract being considered for rezoning is located on an arterial in an area in the vicinity of industrial land uses. An industrial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the property is located on an arterial in an area with industrial land uses and has access to a railroad. Moreover, the future land use map directly north of the tracts shows land intended for office & industrial. As such, the application is consistent with the future land development map contained in the Comprehensive Plan, and is in the public interest as it encourages industrial development along an arterial in the County. Existing industrial zoning is in area of the proposed rezoning. An industrial rezoning is consistent with the recommendations of the adopted land use plan and is not an example of spot-zoning.

NOW THEREFORE, BE IT ORDAINED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS THAT:

The zoning district for the properties identified as parts of two tracts identified as Tax Map #191200340417 and Tax Map #191200331920 and all of three other parcels identified as Tax Map #191200135698, Tax Map #191200134703 and Tax Map #191200132717 are hereby changed and amended from Agricultural Residential 40 District (AR-40) to General Industrial District (I-2) on the Granville County Zoning Map.

IN WITNESS WHEREOF, the Board of Commissioners of Granville County, North Carolina has caused this Plan Consistency & Reasonableness Statement and Small-Scale Rezoning Analysis and zoning map amendment petition to be approved and adopted.

This ordinance duly adopted by the Board of Commissioners of the County of Granville, North Carolina, this the 6th day of June, 2022.

PUBLIC HEARING ON PROPOSED FISCAL YEAR 2022-2023 BUDGET

Chair Tony Cozart stated that this is a hearing for the purpose of receiving comments from the public on the proposed budget for fiscal year 2022-2023. He asked County Manager Felts for a brief overview.

County Manager Felts stated that he handed out to the Board a couple of items and explained what they were. One item was a replacement page for the Veteran’s Services section of the budget notebook as it had the wrong contact information. He noted that it has been updated and it can be placed in Section 8, Page 11. He noted that the public hearing for the budget was properly advertised for this evening and that the Board also held a budget workshop on May 31, 2022. During the work session, there were some items discussed and some clarification was requested. He added that he had also provided an update to the fee manual proposed changes that address fees associated with the Convention and Expo Center and a copy of the PowerPoint that was presented at the May 31st budget workshop, which provided a summary was also provided earlier in the evening. He stated that the recommended budget was presented to the Board and noted that it is a balanced budget showing balanced revenues and expenditures, approximately \$77,737,238 that included \$500,000 of appropriated fund

balance to balance the budget. During the budget workshop held on May 31st, the Board reviewed the continuation budget. The Board then reviewed, discussed, and made some notations around the funding enhancement section of the budget document and the Board reviewed, discussed, and tentatively approved several service expansions associated in the service expansion section of the budget. He also noted that Board members also had at their desk, a copy of that summary of itemized funding enhancements and service expansions and noted changes. The funding enhancements section included some items that had been discussed by the Board at previous meetings, the planning retreat in February, and during budget discussions related to the ARPA (American Rescue Plan Act) Funds made available to local government. He continued that several items were tentatively approved, and they are detailed between reoccurring and non-reoccurring items. He noted that for the Board's information, he is going to refer to the total rather than the itemized items. Items included an EMS Subsidy Funding of \$2.1 million dollars for hospital plant operations which included parking lot, operating room air handling unit and main hospital air handling unit, and noted that those amounts are \$274,000, \$200,000 and \$200,000 respectively, as well as ambulance replacements for three ambulances at \$185,000 each. Funding enhancements also included an additional school system inflation area funding that was not incorporated into the continuation budget of \$251,000, set aside funding of \$100,000 for public health surge, meaning that if we have to address anything related to this pandemic or something similar in the future, there is some funding available to the Health Department to ramp up services; and it also includes \$40,000 for food insecurity program. He noted that of the service expansion items that were addressed, they include an increase of the mileage rate from \$.43 a mile to \$.53 a mile, and as the Board noted that is still below the federally allowed rate. He continued that service expansions included some funds for internal financial assessments; an upgrade to the HR Payroll System; server infrastructure refresh to address cyber security issues; auto agent, which is a web-based collection system for escrow payments in the Tax Department; additional Wi-Fi hotspots through the Library System; some increase pay for part-timers including part-time employees at Emergency Communications as well as the Sheriff's Office bailiffs; additional funding for part-time bailiffs at the Court House; some funding of equipment for Animal Management and Parks and Grounds; software for digital plan review at Development Services; and then a set aside for capital outlay for the county public schools that will be held

at Granville County similar to the contingency that is already in the continuation budget, but it would be identified for County Commissioner identified needs throughout the year rather than the school board identified needs throughout the year. The total of those improvements in the funding enhancements were \$3.7 million dollars and then the service expansions were \$1.2 million dollars. He continued that they made a few clarification notes related to the pay and classification plan, and these were just comments that were left out of the continuation budget. Again, he noted that the advertisements as required by the Budget and Fiscal Control Act have been accomplished for the public hearing.

Chair Cozart thanked County Manager Felts for the overview and for all the accompanying information that was provided. At that time, Chair Cozart declared the public hearing open and asked that anyone wishing to speak to please come forward. He noted that one person did sign up and recognized Mr. Bill Graham.

Mr. Bill Graham, Executive Director of Operations and Safety at Granville County Public Schools, 101 Delacroix Street, Oxford, NC, thanked the Board for the opportunity to speak. He stated that he understands all too well the challenges that face the Board regarding coming up with the decision with this budget and that Granville County Schools is extremely grateful for all they do to support the students and teachers of Granville County. However, he stated that the school system knows that they must also support public safety, hospitals, EMS, and countless other equally worthwhile pieces of the pie that have to be addressed. He stated that as the Board of Commissioners deliberates and considers the budget for the fiscal year 2022-2023, he asked that the Board keep in mind the added stress that the salary compression had on the school system's budget. He continued that many of them heard in the budget presentations that Ms. Hines held, and when she shared with them in the smaller groups, that the compression resulting from the \$15 an hour mandate has had on their non-certified staff and what those results are in terms of their budget, trying to make that work. As a result of that, they have to deal with, as Ms. Hines has presented to you, about a \$1.1 million dollar shortfall, dealing with that decompression. Again, they know the difficulties that the Board faces and all the many challenges that they have to address the needs of the county. He stated further that they greatly appreciate all that the Board has done for the school system throughout the years and particularly this last year, but they are asking that they just keep in mind the added stress that this compression and the resulting decompression that

they have to deal with on their budget. He continued further that he was just there to humbly request that they seriously consider these non-certified staff members that deserve fair compensation. These are the non-certified folk that are going to be affected, people who have been with the district for a long time, who came in making much less than \$15 an hour and now because as a result of this mandate, new people coming in are making \$15 and then the rest of them that have been there for years are going to have to catch and that compression is something that they have to address. So having said that, he knows that the Board has heard this, they have sat in on these sessions—God bless them for what they do, and he wished them the best in making this decision. He thanked them for what they do for the citizens of Granville County and for what they do for Granville County Schools, and he thanked them for giving him an opportunity to speak.

Chair Cozart thanked Mr. Graham for sharing with the Board. He noted that there be others that did not sign up to speak but invited them to come to the podium. There were none. He then asked if the Board had any questions or needed further clarification. There were none and he then declared that the public hearing was closed.

Chair Cozart stated that at this meeting the Board would not be asked to adopt the budget and asked County Manager Felts if he would like to share why they are not in a position to do that.

County Manager Felts stated that at the Board's next meeting on June 20th, the Board will hold a public hearing on the consideration of the Town of Stovall being included into the Fire Protection and Rescue Service District. He noted that does become part of the budget ordinance as the rate associated with the fire protection will be set by the budget ordinance, so the he asked the Board to not take any action at this time but consider adopting the budget following the public hearing on the consideration of the Town of Stovall.

PUBLIC COMMENTS

Jesse Davi, 1100 Lake Ridge Drive, Creedmoor, NC, in South Granville, shared notes with the Board that were in reference to the study that he looked at. He stated that he had come with a concern about some of the clustered developments that were being put up and how exactly the water was being brought to those communities. He continued that a group attended the Planning Board meeting a while back and that they had about 30-40 people from about 8 or 9 different communities that showed their support regarding how these communities

would get their water which would be through a new method of these large community wells that are being put in. He stated that when he started his research, he investigated USGS (US Geological Survey), he got a hold of Dominick Antolino, a hydrologist out of Raleigh for the South Atlanta Water Science Center which also covers Granville County. Mr. Davi continued that Mr. Antolino confirmed some of his concerns regarding this and the effects of those large community wells on private/personal wells which you see all throughout Granville County. Mr. Antolino pointed him to a study called the “Fluctuation and Ground Water Levels Related to Regional and Local Withdraws and the Fractured Bedrock Ground Water Systems in Northern Wake County, North Carolina.” Mr. Davi noted that this was the study that he had distributed and that it was written in the notes that he passed out to the Board earlier if the Board wanted to review it in the future, he strongly advised them to do that. He continued that this investigation report was completed by the U.S. Department of Interior and the U.S. Geological Surveying in cooperation with Wake County Department of Environmental Services. Mr. Davi stated that his main point was that they mentioned in the study the Piedmont Physiographic Province, which Granville County is in, does not typically yield large amounts of water yet, and he quoted from the study, “the resource remains a primary water supply for most rural houses in the area,” which is very prevalent in southern Granville except for some of the communities that have been popping up with the clustered communities. He continued that the study went on to describe the differences between private wells and community wells and noted that private wells are usually 150 to 500 feet and that community wells are usually 700 to 800 feet. He stated further that private wells usually range from 3 - 8 gallons per minute yield and that community wells range from 20 -70 gallons permanent yield. Therefore, he stated, if you look at the map, it shows the community and all the different houses that have been affected; that there is about an 11-house community. Mr. Davi stated that there were three community wells that were put around this neighborhood and he noted that a bunch of them were affected by having either dry wells or low yield going on. He stated that this went on for some of these people for months and months and they were stuck holding the buck as far as being able to get the problem resolved. He continued that Wake County did not do anything to help them. Mr. Davi stated that he only brought this up because the study was dealing with the Piedmont Physiographic Province which, as he stated earlier, Granville County is located in. He continued that the study determines that the stress on the water system

was because of the competitive use of groundwater resources which is showing in the summary conclusion paragraph 1. He stated that what this creates is a kind of depression and, to put it in laymen terms, when it comes to fighting for resources during times of the summer or high watering or drought, the community well will suck water away from the private wells that are within a close proximity and that's what they had proved happened in Norwood which is north Wake County. As stated earlier, Mr. Davi noted that this deals with the same water resource that Granville County has. He continued that some of the people in the community that were affected had to get gym memberships in order to go shower because they could not shower at home as they were not able to get water at home from their faucets. He stated that they had to bring in store bought water. He mention concerns around developments going up in southern Granville along Bruce Garner Road and near the Preserve at Smith Creek. Mr. Davi stated that his point is that the water resources in the area need to be investigated a bit further. He stated that they would ask that the Board think about some type of contingency plan to help the people that may be affected because he feels that they would be playing Russian roulette with these community wells. He stated that it would be nice to know that people care enough to put in a contingency plan to help support the communities involved.

Mr. Davi stated further that he also wanted to note in the study was quote from one of the last pages, and he quoted, "although the study itself is localized in nature, the resulting water-resources data and information produced from the study will help enable resource managers to make sound water-supply and water-use decisions in similar crystalline-rock aquafir setting in parts of the Piedmont and Blue Ridge Physiographic Provinces." In other words, he stated this study is literally meant to use it to make decisions about water resources when it comes to development. He continued that he believes that this is the only way that Granville County can have good proper development that also protects the people that are already there. He stated that we do not want to be stuck like Norwood trying to figure out how to get their own water to work because the community well sucked it all away.

Mr. Davi noted that another area of concern was that the responsibility for the public water or this community well was passed from the developer to the HOA and then eventually turned over to some sort of a public utility that was technically private. He stated that what he has found is that there is a local water supply plan that is supposed to be, which is required by the state, per General Statute 143-355, and he quoted, "Requires all units of local government

that plan to provide public water services to prepare a local water supply plan through the NC DEQ Division of Water Resources a local water supply plan is an assessment of water, a water systems current and future needs, and its ability to meet those needs.” In closing, Mr. Davi stated that he did not know if that was happening when the well was passed over to whatever the public utility was, but that they would like to ensure that that would actually be done so that they do not end up in the same boat as Norwood.

Chairman Cozart requested Mr. Davi’s contact information because his presentation was very interesting and that he would love to follow up with him.

Alice Neese, 1103 Lake Ridge Drive, Creedmoor, NC, stated that she was there to let the Board know that she too had concerns about the water. She stated that her reasoning was based on previous research. Ms. Neese noted that Mr. Davi is an engineer and that other engineers that reside in that neighborhood are also looking into it as well. She stated that they are all concerned that they will, on their private wells, and based on documented evidence, run out of water, and that there is not a backup plan in place. She continued that she is also there because, her community, they are just south of Lawrence, noted that there are horses and cows when you talk about not changing their community, we are kind of rural. She stated that they know that they are going to have developments going up but that she hopes the County Commissioners will keep this in mind and work with the Planning Board so that they do not become the next Brier Creek. Ms. Neese stated that their main concerns are water and traffic, and they also hear concerns regarding water quality, availability, and they want a little more oversight. She stated that they realize that the County does not have the resources, but that they could work with the state and federal government to make sure how much water the County has so that they do not over-plan or over development. She continued that she is sure that the Board does not want repercussions of a development and then after that then new houses coming in. She stated that they have smaller older houses but as the new houses come in, they are going to be bigger and that they would want their yards watered and to have lovely landscaping done on their properties. She stated that would take more water and asked where the Board is now in that regard. She continued that for their local communities they just want to make sure that that is being worked on before any more development is done. She stated further that there have been three subdivisions, south of Lawrence, that have been approved lately. One for nine homes, another one for 105, and another one for 49. She believes that the

nine has individual wells but that the one for 105 that is closest to her, Blue Ash, that is going to have 3 community wells. She noted that the one community well pumps 60 gallons per minute and it is 1,000 feet deep and noted that it is pulling from down here and her well is at 180 feet so somebody is going to go dry. She noted that she might as well as her neighbors. So, she stated that she was there to ask the Board to please think about planning in southern Granville County. Ms. Neese continued that they do want more sites for the planning mainly for the water, but also for the roads and traffic. She stated that what she has noticed is that a lot of times there is temporary permit given and then they clear-cut a lot of trees and there seems to be a faster checklist in order to get these communities approved. She stated that they are in the watershed for Raleigh so she thinks it would be in Granville County's best interest that there be oversight so that they do not, being in the watershed, have to watch their development and watch the runoff so that Falls Lake stays good as far as supplying the water.

In closing, she stated that she was basically there to ask that the Board to have more oversight and to please work with the state and federal resources to make sure that the planning is not rushed through. She said she loves southern Granville County and has lived there and paid taxes for 17 years. She asked that the Board please do not change where she lives and stated that her house is not worth anything without water. She asked that they give further insight and not be so quick to approve things until they make sure that they have documentation. Further, she stated, it would also be in Granville County's taxpayers' best interest that we do not run into an emergency that they would have to all of sudden try to run water supply down to southern Granville County.

Katie Sellgren, 1098 Lake Ridge Drive, Creedmoor, NC, stated that she echoed everything that had already been stated. She stated that when she looked up community wells and how they would be regulated within their communities, she could not find the term "community wells" in the Granville County ordinances. Therefore, she questioned that if this does not exist in the ordinances, how would it be governed? She further questioned what were the standards by which the wells would be monitored and what could the people who technically own these wells do with the water. Ms. Sellgren continued that she thought by definition it was a public water supply if you were to go by the Granville County ordinances in how we define a public water supply. However, she stated, that then has implications that she did not think they have fully thought through as a community; specifically, in regard to

supply lines and property boundary lines and when someone has to actually connect to a public supply line. She stated further that even with the community wells; looking at the community that they are meant to serve, they are sized correctly but if you look at property lines that may be connected to, they are undersized for what they may have to serve given what is in the current Granville County ordinances. She stated further that if someone could direct her to the written documentation on how these wells would be governed that would be great.

Leroy S. Anderson, Jr., 7020 Greenway Road, Kinton Fork, stated that he solicited the commissioners increased attention to the plight of the county-wide mobile and fixed broadband infrastructure. He stated that he lived about 12 miles from here and at any given moment, he could only get one bar (service). Fortunately, no emergency has arisen for him to have solicit help in case of said emergency.

Mike Wood, 1145 Will Suitt Road, Creedmoor, NC, handed out packets to the Board. He stated that he was following up on the Algae Turf Scrubber. He noted that at the May 4, 2022 Durham work session, this was brought up and he would be sending the Board members an email with a brief recording of the YouTube channel where this was presented. He continued that they did not discuss bringing it back to Granville County, however, he stated, that it is not dead. He stated further that what they had in the packets that he distributed to them was 540 signatures on a petition against bringing the Algae Turf Scrubber to Granville County. Mr. Wood thanked the Board for their continued support of not entertaining this even though the City of Durham had not been back to request approval. We trust the continued support that you know that the science does not support this on this side of the lake nor is it good business for Granville County. He stated further that they will continue to monitor Durham in what they are doing and that they will be the Board's eyes and ears so that they don't have to spend the cycles doing it. He continued that they will advise the Board if they see that Durham intends to come this way and that they would appreciate the same courtesy to their community if the Board hears likewise. He then asked if the Board had any questions.

Chairman Cozart stated that Mr. Wood had stayed on top of this and that the Board really appreciated it.

Jaycee Georgiev, 1174 Smith Creek Way, Wake Forest, NC, stated that she was there to follow up on community wells and where it stood in the comprehensive plan. She stated that she read through and reread through it again and noted that it was beautifully written,

but it was sad that it did not seem like it was being followed. She stated further that there were some highlights that she wanted to bring to the Board's attention. She referred to the community preference page, page 10, where it discussed what was most important to the community and noted that number 1 was location preference for new residential development and was away from sensitive environmental resources and the second one was where infrastructure water and sewer exists in the towns. She noted that the community recreation priorities were greenways and trails, and water quality protection was number 2. The nature play areas that were just approved and were the lowest on the list. Then she noted page 41 which discussed the breakdown of the residential commercial mix use industrial. She stated that there is the medium-density residential, suburban residential and its definition is these areas are comprised of areas with decent soil and access to utilities. Ms. Georgiev stated that new developments supported here include subdivisions with single-family homes with density ranging between one to two dwelling units per acre. She stated that there is no mention whether there are private or community wells, but that it is her understanding from speaking with Mr. Baker (Planning Director) that anything under one acre lots is going to have to have a community well. She stated further that the second thing that she noticed was page 56, which essentially talked about utilizing interlocal agreements for annexation, support public schools, enhancement of water and watershed capacity. She noted to the Board that if they skipped down a little bit further, it states, "address water quality issue in south Granville County." She noted that this was actually a strategy in (I)2.3 that was listed and strategy (I)2.4 was "conduct studies to address water and sewer infrastructure capacity needs," She continued that to get to her point, this plan talks about being in or near municipalities and that right now it seemed to her that they were a suburban area of Creedmoor per the zoning map, but Creedmoor is growing at a slower rate than south Granville which is supposed to be the suburban area. Therefore, she stated, she would just ask that the Commissioners pay attention to planning and zoning and what is approved and to make sure that the guidelines are followed because community wells could be very devastating. She stated further that she is a real estate agent, and she knows that if homes do not have water, we will have a disaster on their hands.

Chair Cozart stated that concluded public comments. He appreciated everyone that shared with them tonight and will take their comments under advisement.

Commissioner Karan noted that normally there is not back and forth during public comments, but he wanted to let those present know that on May 2, 2022 the Board took this water quality, water quantity issue to heart and tasked our Environmental Affairs Advisory Committee with looking into this matter. He said on May 16th, the Environmental Affairs Committee formed a stakeholder's group that is studying the groundwater resources for Granville County. He noted the concerns mentioned tonight have landed on a subcommittee and asked those with concerns to get involved with the Environmental Affairs Committee that meets on the second Monday of each month at 9:00 a.m. and noted that the public is always welcome.

BOARD DENIED TAXPAYER REQUEST TO WAIVE LATE LISTING PENALTY

Chair Tony Cozart stated that the purpose of this item was to consider a request from a taxpayer to waive the late listing penalty. He then asked Ms. Jennifer Griffin, Granville County Tax Administrator, to give an overview of the request.

Ms. Griffin stated that Robin Williams, daughter of A.D. Blackwell, sent in her listing notice after the deadline which was January 31, 2022. Ms. Williams wrote a hardship letter requesting her 2022 late list penalty be waived because of hardship. Ms. Williams did not list her mobile home until March 14, 2022. Ms. Griffin provided the following information:

- In 2020 the mobile home was not listed until June 10, 2020, and at that time we added the required ten percent penalty.
- In 2021 the mobile home was not listed at all
- **N.C.G.S 105-312** Mandates a 10% penalty after January 31st of that listing year.

Chair Cozart noted Ms. Griffin's recommendation to not waive the late listing penalty along with the written request included in the agenda packet for the penalty to be waived from Ms. Blackwell.

When asked the total amount of the penalty, Ms. Griffin noted 10% which is approximately \$40.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Sue Hinman, and unanimously carried, the Board denied the request from Robin Williams to waive the late listing penalty for a mobile home as recommended by the Tax Administrator.

BOARD APPROVED REQUEST TO CHANGE THE TAX DEPARTMENT PRINTING VENDOR TO BMS DIRECT

Chair Tony Cozart stated that the purpose of this item is to request authorization to change the Tax Department's printing vendor. He stated further that in talking with County

Manager Felts, this will be a slight increase of \$503. The problem has been incorrect mailings or bills which has caused a lot of headaches for a lot of people, and we would like to eliminate that situation. He continued that the recommendation is to use BMS Direct for the Tax Department's printing needs to try to eliminate this problem in the future.

County Manager Felts stated that they were hopeful that this would solve some of the ongoing problems that have been experienced.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved contracting with BMS Direct as the Tax Department printing vendor at a cost of \$503 more than current vendor with funding from the department budget.

BOARD APPROVED GRANT APPLICATION FOR GAP AMPITHEATER SHADE CANOPY

Chair Cozart stated that this item was for the Board to consider a grant application and additional funding commitment for installation of a shade canopy structure above the seating area the GAP (Granville Athletic Park) outdoor amphitheater. He stated that this is a recommendation to request this grant. The funds are in the budget, but this would give us an opportunity to get these funds through this grant if the Board is successful. He continued that the recommendation from the County Manager is to authorize T-Mobile Hometown Grant Application requesting \$50,000 for construction of a shade canopy structure at the Granville Athletic Park. He stated further that if this is successful, the remaining balance will be paid from the fiscal year 2023 budget.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved authorizing a T-Mobile Hometown Grant Application requesting \$50,000 for the construction of a shade canopy structure at the Granville Athletic Park amphitheater with any portion of the remaining balance to be paid from the fiscal year 2023 budget.

INFORMATION ONLY ITEM - GRANVILLE COUNTY CONTRACT AND PURCHASING POLICY

Chair Tony Cozart stated that the next item on the agenda was revisions to the Granville County Contract and Purchasing Policy and for information only. The Board will see this come back before them on June 20th as an item for action. He stated that this item was given

to the Board members at this time for their review and that the information is included in the agenda packet.

RECESS

At 8:43 p.m., the Board took a brief recess. The meeting resumed at 8:47 p.m.

INFORMATION ONLY ITEM - POLICIES REQUIRED FOR RECIPIENTS OF AMERICAN RESCUE PLAN ACT FUNDS

After the brief break, Chair Cozart stated that he wanted to say a word about agenda item #15 on page 159, Policies Required for Recipients of American Rescue Plan Act Funds, which is presented to them for information only. He stated that the Board appreciated all the work Mrs. Weichel and County Manager Felts spent on this, that the Board had been provided information on this item in the agenda packet for review, and that it will be brought before the Board for approval on June 20th.

Commissioner May asked if the County's policy on this item is consistent already with all that was requested.

County Manager Felts stated that it is and noted that the previous agenda item 14 was an update of the County's purchasing guidelines which with that update, it brings it fairly consistent, if not completely consistent with the federal guidelines. He continued that these items are just specific documents that the Board has not updated in a long time so they just need to bring them up to current federal standards and will incorporate them as it applies to the use of ARPA funds and other federally funded programs.

BOARD APPROVED REQUEST TO SURPLUS AND SALE OF K-9 RAVEN

Chair Cozart stated that the purpose of this item was to authorize the sale of K-9 "Raven" to Deputy Nate Davis who has served as Raven's handler for the past year. He then called on Sheriff John Be Hardy to make any comments.

Sheriff Hardy thanked the Board for taking time to speak with him about the sale of canine Raven. Raven became a member of the Granville County Sheriff's Office Interstate Interdiction Team in 2020 and began working under Deputy Nate Davis one year ago. During that time with Deputy Davis, Raven developed a unique relationship with Deputy Davis and that they believe would not be replicated under a new handler and her effectiveness on the Interdiction Team would become limited under a new handler. Deputy Davis has accepted employment with another law enforcement agency and requested to purchase Raven. He continued that their recommendation is that Deputy Davis be allowed to purchase Raven at a

cost of \$2,500. He stated further that their reasoning for this is to allow the office to receive some reimbursement for the cost of Raven in the event Raven does not take to a new handler. Sheriff Hardy stated that he has asked Canine Supervisor Sergeant Wesley Parrish to speak on canine operations and offer his opinion as to the validity of this request. Deputy Davis and Lieutenant Garrett Paschall are also available to speak on this request and offer their professional opinion as to what they believe would be Raven's ability to adapt and be productive with a new handler. He continued that the Sheriff's Office does have sufficient funds from asset forfeiture and North Carolina drug tax seizures to pay for a new canine for the Interstate Unit. Again, he thanked the Board for their attention in this matter and for consideration of approval.

Commissioner May asked if Raven was currently certified and when was her last training day.

Sergeant Wesley Parrish stated that she was certified last December so her certification runs throughout the year.

Commissioner May also asked if Raven was currently a functional canine that can serve well and asked if she was at least three years old.

Sergeant Parrish responded that she is 3 years old.

Commissioner May continued that typically, a canine will retire around eight to ten years or due to some other impairment.

Sergeant Parrish stated that it depended on their health.

Commissioner May then asked if Sergeant Parrish was defining this impairment based on the bond between the canine handler and the dog to be irreparable or something that it cannot be made up by someone else.

Sergeant Parrish stated that he was basing it on the bond that she has with her handler. He explained that Raven is not a very aggressive dog as far as energy level and that she is totally different now that she has bonded with Officer Davis compared to the previous handler. He continued that all dogs are different so he cannot say as a supervisor how she may take to another handler. She may not take to another handler as she would to Officer Davis.

Commissioner Gooch asked how many handlers Raven had had in the past.

Sergeant Parrish noted that Officer Davis was her second handler. He also noted that she did not react very well with the first handler as she was not very attentive. It took a lot of

work to get her up and running. Once they switched over to Officer Davis, it took a little while to get her bonded with Officer Davis and get her up and running and accustomed to working on the interstate. He continued that it is a little different out there working with the traffic.

Commissioner May stated to the Board that, to have full transparency, he had just spoken with Mr. Mike Baker who helped to certify the county's dogs and that Mr. Baker does have some hesitation regarding the canine's ability to adapt; however, in his opinion, Raven would require a strong canine handler. He then asked if they had anyone that was prepared at this time to take that role over.

Sergeant Parrish stated that they did have another officer, but there is not a seasoned canine handler, that it would be a brand new handler.

Commissioner May asked that if Raven was brought back to the Sheriff's Office, then would they have to basically have an officer trained as a handler.

Sergeant Parrish stated that that was correct.

Commissioner Hinman stated that she had questions, the first one being, why are we losing our handler because they certainly do not want to lose the handler nor the dog.

Commissioner Smith asked if when Raven was first purchased, was she purchased from county funds or asset forfeiture funds.

Sheriff Hardy stated that Raven was purchased from county funds.

Commissioner Smith stated that his next question was what would be the cost of the new dog and if it would come out of forfeiture funds.

Sergeant Parrish stated that the quote for a new dog which would be an imported dog from Mike Baker of Baker Canine. He stated that there are other alternatives available but that this is just a quote that he had given him as far as replacing a dog for the interstate to have it up and running in a timely manner. He stated that in that regard, they would be looking at purchasing the canine as well as including training at a price of \$8,750 which is extremely cheap for an imported dog (German Shepherd) and its training.

Sergeant Parrish answered in regard to Commissioner Hinman's question, that Deputy Davis has been hired at a new department and that he is also branching out to go into a position with the Drug Enforcement Agency, so he is venturing outside of normal law enforcement.

Commissioner Hinman asked if Deputy Davis would be taking the county's trained dog and going to another department and then they get the trained dog with no fee.

Sergeant Parrish stated that no, but that Deputy Davis is requesting to purchase the dog and have the dog with him at home, not as a working dog.

Commissioner May stated to Sergeant Parrish that he is the county's canine expert and despite what he has heard from others say and other canine expertise, the Board has to rely on him. He stated that the funds are important, and it may seem as if the Board is not empathetic or sympathetic, but that they are. He stated that everyone on the Board cares about animals; particularly dogs so that is not the issue. The issue is about being good stewards of a working tool and if they are following the practices that a canine should be following. He continued that he needed to be honest, that he finds it a surprise that the dog not being handled and has become deficient likely because of that and asked if that was correct.

Sergeant Parrish stated that Raven does not have a handler so she has not been at training.

Commissioner May stated that, therefore, that deficiency is going to really cause a concern and asked that, based on Sergeant Parrish's professional opinion, can that deficiency be overcome with a strong handler and you having someone up to bat ready to go.

Sergeant Parrish stated that with a new handler and the temperament that Raven has, it is going to take a lot of work and he could not say, as a handler for years, that they may get back to the point where she currently is with Officer Davis.

Commissioner May then stated that what he was hearing is that it is possible, but that Sergeant Parrish is more concerned about the timeframe it would take to get the canine back up to speed. He also asked if they had another detection canine that could work the same work that is being worked now on the interstate.

Sergeant Parrish stated that any of their drug dogs could go out and work the interstate. At that point, you would have to train another human to do the work on the interstate. The dogs are capable.

Commissioner May asked if the primary issue is that they do not have anyone ready to handle a canine right now.

Sergeant Parrish stated that is the issue.

Commissioner May said that we are opting a dog away as we do not have a handler and then asked how long was the Sheriff's Office aware of this need for a canine handler.

Sheriff Hardy stated that it was approximately two months ago that Officer Davis was talking about leaving and was not quite sure until about three weeks ago when he spoke to his new employer and decided to make the move.

Commissioner Hinman asked how long would it take to train a new handler to handle Raven.

Sergeant Parrish stated that it would depend on the bonding time that it would take the next handler, but that he would not be able to say until they got into the process and for Raven being a single-purpose dog for just narcotics, it depends on how she takes to the new handler. It could take a couple of weeks or a month.

Commissioner Hinman then asked how long it would take a new handler with a new dog.

Sergeant Parrish stated that, in his experience, it would be easier to train a new dog with a new handler compared to training a new handler with a dog that has already been working, especially with Raven's temperament.

Commissioner Gooch asked Sergeant Parrish his opinion if Raven would require an experienced handler.

Sergeant Parrish also noted that Raven would not take to a very hard handler. He stated that Officer Davis is very easy going with her, so an overbearing handler would be a detriment to her and having a new person come in that has never handled a canine before, he could not say if that person would be able to operate a dog.

Commissioner Smith asked that in Sergeant Parrish's professional opinion, with the makeup of the dog, and the makeup of the Granville County Sheriff's Office and the potential of a new handler, what would be Raven's future going forward as far as staying in service or being sold to Officer Davis?

Sergeant Parrish stated that it was his recommendation from what he has seen from the very beginning of purchasing her, training her with the initial handler, and then moving her over to Officer Davis, it is his opinion that for the Sheriff's Office, it would be easier to purchase a new dog with a new handler than to try to bring her back up speed and a new handler up to speed as well.

Commissioner Hinman stated but that is \$5,000, and they had heard tonight that with the budget that the Board is dealing with, \$5,000 would make a huge difference.

Sergeant Parrish stated that that is just one option and that there are other options available that he could explore with Mr. Baker as far as a similar cost of what they purchased Raven for.

Commissioner Smith stated that just to be clear, if the Sheriff's Office purchased a new canine, they would purchase it out of asset forfeiture which is drug money and not county dollars, and that the \$2,500 from the sale of the dog would go back to the county taxpayer coffers.

Sheriff Hardy confirmed that a new dog would be bought with asset forfeiture funds and funds from the sale would go back to the county.

Commissioner Hinman stated that she was still having a hard time seeing past the money that could buy a protective vest, knowing that she has lived with one of those dogs as her father was in law enforcement.

Sergeant Parrish stated that he looked at it as an officer as he also works a canine and asked what happens at the point that the Sheriff's Office does not sell her to Officer Davis and she is put with a new handler and she does not work. Then they are stuck with a dog that is not workable and asked, "What do you do with a dog that is not workable?"

Commissioner May stated that his concern that they are at this point that for whatever reason the dog is not working and was not working, and it has a half million dollars' worth of seizures so at some point, he felt that they could admit that the dog was successful.

Sergeant Parrish stated that she was very successful.

Sheriff Hardy said Raven was working up until the point when Deputy Davis left. It was not like she took a several months hiatus. She was working up to the point to when he left, and he has been gone for two weeks.

Commissioner May reiterated that she was that successful and worked up to two weeks ago and if Sergeant Parrish was stating that the bond and the bond alone would be sufficient for the dog to not be reliable.

Sergeant Parrish stated the dog would not be reliable to go to a new handler.

Chair Cozart stated that if they went along with the recommendation, the County would take the \$2,500 and get a new canine at some point out of drug forfeiture money and not risk the loss of \$2,500. He noted that the County would get back the \$2,500 from Deputy Davis and we would be marching forth on safe grounds in having a new handler with a new canine.

Commissioner Hinman questioned what would happen when the next handler says that they want to go someplace else, and the county loses another handler, and we have another dog with the same problem.

Sergeant Parrish stated that you could encounter that with whatever dog that is purchased. Unfortunately, he cannot state what their temperament will be. He said they try to get a strong-working dog, but the dogs do live at home with their handler, and they are cared for by the deputy. They are part of their families and Raven has taken that strong of a hold to Officer Davis. He continued that a stronger dog may could go very easily go to another handler, but each case is going to be a different case.

Commissioner Smith made a motion to accept recommendation by Sheriff Hardy's recommendation. Commissioner Zelodis Jay seconded the motion.

By a vote of 5-2, the Board approved the surplus and sale of K-9 Raven to Deputy Nate Davis at a cost of \$2,500 to go back into the General Fund and that money from asset forfeiture be used to purchase any dog forward.

Ayes: Commissioners Cozart, Gooch, Jay, Karan, and Smith

Nays: Commissioners Hinman and May

Commissioner May asked Sheriff Hardy that if the County is going to obtain another canine that they have a canine handler ready to take the dog at that time and at least gain some type of commitment that it will be for a prolonged period in which that handler is with that animal. He then asked if that was fair enough and Sheriff Hardy agreed that that was fair enough.

PROCLAMATIONS, RESOLUTIONS AND LEGISLATIVE MATTERS

There were no proclamations, resolutions, or legislative matters at this meeting.

BOARD APPROVED APPOINTMENT OF BEN MASTRIDGE AS THE BEHAVIORAL HEALTH SPECIALIST TO THE OPIOID ADVISORY COMMITTEE

Chair Tony Cozart stated that a Behavioral Health Specialist position is needed for the Opioid Advisory Committee and asked for any recommendations for a person to be named for this position.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Russ May, and unanimously carried, the Board approved Ben Mastridge to the Behavioral Health Specialist vacant position on the Opioid Advisory Committee.

County Manager Felts stated that he did want to let the Board know that the Opioid Advisory Committee will be back on the June 20th agenda for the purpose of adding a few additional slots to that committee. They may or may not have names at that time, but the Board does need to amend the positions at the June 20th to align with the state MOU (memorandum of understanding) that the county has signed in relation to the opioid settlement funds.

BOARD APPROVED APPOINTMENT OF ATHY ROBINSON (DISTRICT 6) TO THE GRANVILLE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES

Chair Tony Cozart stated that the purpose of this item is to make appointments to the Granville County Library System Board of Trustees. He stated that Stacy Buffinga (District 1) and Pam Muller (District 6) have resigned and need to be replaced.

Commissioner Zelodis Jay requested that they hold off on filling District 1 until further notice.

Commissioner Timothy Karan recommended the name of Athy Robinson from Walters Road in Creedmoor be appointed to the Granville County Library System Board of Trustees.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Russ May, and unanimously carried, the Board approved the appointment of Athy Robinson (District 6) to the Granville County Library System Board of Trustees.

BOARD APPROVED JCPC COUNTY PLAN AND MEMBERSHIP LIST FOR FISCAL YEAR 2022-2023

Chair Tony Cozart stated that the next item was the Granville County Juvenile Crime Prevention Council (JCPC) 2022-2023 County Funding Plan as well as the JCPC Certification and Council's Specified Members' List that needs to be certified before June 30, 2022. He then noted the different programs that were listed to be supported by the Board and a recommendation by JCPC to accept the proposed JCPC funding plan and specified members list.

Upon a motion made by Commissioner Russ May, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved the JCPC County Funding Plan in the amount of \$180,837, with a County match of \$37,772, and an in-kind match of \$28,060, for a total of \$246,669; and the following membership roster for the Juvenile Crime Prevention Council for fiscal year 2022-2023:

Russ May
Laurin Curtis
Chief Keith King
Benji Laws

County Commissioner
Local Superintendent or Designee
(Creedmoor PD) Chief of Police
Sheriff or Designee

Dananai Gardner	District Attorney or Designee
David R. Carter	Chief Court Counselor or Designee
Laquita Cozart	Director, LME/MCO or Designee
Dana Mustian-Lyles	Director of Social Services or Designee
Harry Mills	County Manager or Designee
Danielle Harris	Substance Abuse Professional
Rev. Dr. Tolokun Omokunde	Member of the Faith Community
Mary Jo Vanhorne	Representative of Families of At-Risk Juveniles
Vacant	Two persons under 18, one whom is member of State Youth Council if possible
Gina Reyman	Juvenile Defense Attorney
Katherine Burnette	District Court Judge
Sandy Santos	Business Community
Meredith Wester	Health Director or Designee
Lasha Sneed (FLVF)	Rep. United Way/Other Non-Profit
Tina Cheek	Rep. Parks and Recreation
Rev. Leroy Anderson	District 1
Alex Fonvielle	District 2
Elliot Carver	District 3
Cynthia Yancey	District 4
Alvin Downing, Sr.	District 5
Ed Sosa	District 6
Mayor Jackie Sergeant	District 7

BOARD APPROVED REAPPOINTMENTS OF HAL MUETZEL (PRIVATE INDUSTRY, ALLEN WINSTON (PRIVATE INDUSTRY), NORMAN TERRENCE WILSON (LABOR ORGANIZATION), AND HARRY MILLS (ECONOMIC DEVELOPMENT TO THE KERR-TAR WORKFORCE DEVELOPMENT BOARD

Chair Tony Cozart stated that the terms of Hal Muetzel (Private Industry) Allen Winston (Private Industry), Norman Terrence Wilson (Labor Organization), and Harry Mills (Economic Development) expire in June. A letter from Lou Grillo, Workforce Development Director, was included in the agenda and recommended their reappointments.

Upon a motion made by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved the reappointments of Hal Muetzel (Private Industry), Allen Winston (Private Industry), Norman Terrence Wilson (Labor Organization), and Harry Mills (Economic Development)) to the Kerr-Tar Workforce Development Board.

BOARD APPROVED THE REAPPOINTMENT OF ADONICA HAMPTON TO KARTS (KERR AREA TRANSPORTATION AUTHORITY)

Chair Tony Cozart stated the purpose of this item is to consider a reappointment to KARTS (Kerr Area Transportation Authority). The term of Adonica Hampton expires in June.

Upon a motion made by Commissioner Zelodis Jay, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved the reappointment of Adonica Hampton to KARTS (Kerr Area Transportation Authority).

**BOARD APPROVED LETTER OF SUPPORT FOR THE HENDERSON-
OXFORD-GRANVILLE-VANCE AIRPORT PROPOSED PAPI PROJECT**

Chair Tony Cozart noted that the next item was a letter of support for precision approach path indicator (PAPI) replacement at Henderson-Oxford Airport. He asked if County Manager Felts had any comments to make regarding this item.

County Manager Felts noted that in the agenda packet, there was a draft letter of support, and this was a call for comments related to a project at the airport which is related to their precision approach path indicator visual aid system. He noted that it is scheduled to be replaced as it has been in service since 1991 and it needs to be upgraded.

Upon a motion made by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board a letter of support from Granville County for the Henderson-Oxford-Granville-Vance Airport proposed PAPI (Precision Approach Path Indicator) Project.

COUNTY ATTORNEY'S REPORT

Attorney James C. Wrenn, Jr. stated that he did not have anything other than close session for attorney client privilege and personnel matters.

BOARD PRESENTATIONS

Commissioner Russ May asked County Manager Felts if he had an update on the Wilton Convenience Center.

County Manager Felts stated that they are moving forward. He continued that some minor adjustments have been identified that they could make on the site and some additional ones are waiting until they can get some engineering studies for the pouring of concrete, but he would see if he could get the Board an update soon.

Commissioner May continued during the past week they met with the Sheriff's Office and the School Administration Liaisons to discuss school security and other measures regarding the recent event in Texas and that they will be discussing that further at a later date. He stated further that he wanted to thank the Sheriff's Office and the School Administration for their time and courtesy extended to discuss these matters.

Commissioner Karan announced that on June 17th at 10:00 a.m. on Horseshoe Road, the Tar River Land Conservancy will be opening its fourth trail in the area. This is one of three of that will be opening this year. He stated that the Robertson Creek and Creedmoor one will open later in early summer as well. This is a throw-back into the comprehensive land use plan

and indicates that the county work with the non-profits in the area to foster additional recreation programming and protect open spaces for our residents. He continued that he thought that the County was spot on how the county is following that comprehensive land use development plan especially when working with Tar River Land Conservancy.

Commissioner Sue Hinman stated that she attended the parade in Virgilina a couple of weeks ago. She reported that she had a good time and the stew was absolutely wonderful as always. She also reported that she went to the Mary Potter School renaming dedication and it was very interesting to hear some of the history of Mary Potter and to see that the new name is now Mary Potter Center for Education.

Chair Tony Cozart stated that anything that he would say would be repetitive but that he would like to say how much families of the former commissioners have expressed their appreciation for the tree garden memorial at the Granville Athletic Park. He noted that it has obviously meant a lot to them that the memory of those whom the Board honored will forever be remembered there. He noted that some family members have even offered to do things that would even enhance that area.

BOARD WENT INTO CLOSED SESSION

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Russ May, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) and (6) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Russ May, and unanimously carried, the Board returned to open session.

BOARD ADJOURNED

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board adjourned the meeting at 11:18 p.m.

Respectfully submitted,
Debra A. Weary, NCMCC, CMC
Clerk to the Board

APPROVED BY: _____
Tony W. Cozart, Chairman

DRAFT



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: Dr. Martin Luther King Jr. Essay Contest Winner

PURPOSE:

To hear the speech of the Dr. Martin Luther King, Jr. essay contest winner.

BACKGROUND:

Julia Gates, a freshman at J.F. Webb High School, won the Dr. Martin Luther King, Jr. essay contest and presented her speech at the Granville County Dr. Martin Luther King, Jr. Celebration Event in January. The event is held annually at Northern Granville Middle School. Her essay was selected by Colonel Skip Lewis, Senior Army Instructor of the JROTC program at J.F. Webb High School, and was chosen from approximately 60 essays.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: **Public Comments**

PURPOSE:

The Granville County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government.

Public comments are limited to 3 minutes.

ACTION TAKEN:



Granville County Emergency Management

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Latoya Henderson
Department: Emergency Management
Date: March 20, 2023
Title: **Propose Ordinance to Franchise Ambulance Service**

PURPOSE:

To hold a public hearing for the purpose of obtaining comments and support on the need for ambulance services in Granville County.

BACKGROUND:

Currently, we have one BLS Franchisee that operates inside Granville County. (North Central Medical Transport) Their franchise operates during regular business hours Monday through Friday. The Granville County Emergency Management Director, County Manager, EMS Director, Hospital CEO, Hospital CNO and EMS Medical Director met on January 4th, 2023, and discussed the need for an additional franchise in Granville County. The consent of the group was that we indeed needed another franchise in Granville County. Frequently patients have to stay longer in the hospital than required waiting on transport back to their residence. At times this can be over 48 hours. Emergency Management fields calls regularly from citizens of the county trying to figure out how they are going to get to their medical appointments because they made attempts, and all slots are full.

The Emergency Management Director / EMS Administrator has reviewed the application for Bertie Ambulance Service and has found it to be complete. To note, Bertie Ambulance Service is willing to relocate their Warren County operations to Granville County to better serve us. They also are going to operate 24 hours a day, 365 days a year.

All required notices of the public hearing, as outlined in N.C.G.S. 153A-250, have been accomplished. Copies of the application are available upon request in the County Administration Office. Carol Atkins, General Manager of Bertie Ambulance Service, Inc is available this evening to provide comments about the ambulance franchise application.

§ 153A-250. Ambulance services.

- a) A county may by ordinance franchise ambulance services provided in the county to the public at large, whether the service is based inside or outside the county. The ordinance may:
 - 1. Grant franchises to ambulance operators on terms set by the board of commissioners;
 - 2. Make it unlawful to provide ambulance services or to operate an ambulance in the county without such a franchise;

3. Limit the number of ambulances that may be operated within the county;
4. Limit the number of ambulances that may be operated by each franchised operator;
5. Determine the areas of the county that may be served by each franchised operator;
6. Establish and from time to time revise a schedule of rates, fees, and charges that may be charged by franchised operators;
7. Set minimum limits of liability insurance for each franchised operator;
8. Establish other necessary regulations consistent with and supplementary to any statute or any Department of Health and Human Services regulation relating to ambulance services.

Before it may adopt an ordinance pursuant to this subsection, the Board of Commissioners must first hold a public hearing on the need for ambulance services. The board shall cause notice of the hearing to be published once a week for two successive weeks before the hearing. After the hearing the board may adopt an ordinance if it finds that to do so is necessary to assure the provision of adequate and continuing ambulance service and to preserve, protect, and promote public health, safety, and welfare.

RECOMMENDATION:

1. The County Manager and Emergency Management Director recommend that the County Board of Commissioners deem there is a need for an additional EMS franchise in Granville County.
2. The County Manager and Emergency Management recommend that the County Board of Commissioners grant Bertie Ambulance Service a franchise to operate on a BLS level in Granville County.

ATTACHMENTS:

Public Hearing Notice

Non-Emergency Ambulance Services

ACTION TAKEN:



LEGAL NOTICE OF PUBLIC HEARING ON PROPOSED ORDINANCE TO FRANCHISE AMBULANCE SERVICES

The Granville County Board of Commissioners will hold a public hearing at their meeting on Monday, March 20, 2023 at 7:00 p.m. or later in the Commissioners' Meeting Room located at Granville County Expo & Convention Center, 4185 US Hwy 15 South, Oxford, North Carolina 27565. The purpose of the public hearing is to hear public comments on adopting an ordinance granting a franchise for Non-Emergency Ambulance Services in Granville County to Bertie Ambulance Inc. in accordance with and pursuant to N.C. Gen. Stat. § 153A-250, Granville County Code of Ordinances §23-31 et seq., and other applicable law. After the hearing, the Board may adopt an ordinance if it finds that to do so is necessary to assure the provision of adequate and continuing ambulance service and to preserve, protect, and promote the public health, safety, and welfare. The Commissioners invite all interested persons to attend and present their views. This Notice is given pursuant to N.C. Gen. Stat. § 153A-250 and other applicable law.

Debra A. Weary

Clerk to the Granville County
Board of Commissioners



COUNTY OF GRANVILLE, NORTH CAROLINA

141 WILLIAMSBORO STREET, P.O. BOX 906, OXFORD, NORTH CAROLINA 27565

OFFICE OF THE MANAGER

(919) 693-5240

FAX (919) 690-1766

APPLICATION for FRANCHISE To provide NON-EMERGENCY AMBULANCE SERVICES

All applicants shall complete this form and return it to the Granville County Manager's Office.

NAME OF NON-EMERGENCY
AMBLANCE PROVIDER:

Bertie Ambulance Service, Inc.

STREET ADDRESS OF PROVIDER:

606 South King Street
Windsor, NC 27983

MAILING ADDRESS OF PROVIDER:

PO Box 555
Windsor, NC 27983

1. If the Non-Emergency Ambulance Services applicant is a Partnership, the names and address of all the partners:

Not Applicable

2. If the applicant is a Corporation, the names and addresses of all shareholders owning 5% (five percent) or more of the stock in the corporation:

Edward and Annetta Lipscomb
PO Box 555
Windsor, NC 27983

3. If the applicant operates under a trade name or assumed name, attach a certified copy of the assumed name certificate. If the applicant is a corporation, attach a copy of the Articles of Incorporation.

Bertie Ambulance Service, Inc. is the legal name of the corporation. The Articles of Incorporation are attached (**Attachment A**). The company currently operates out of Bertie County, Halifax County, and Warren County. The office located in Halifax County is *Bertie Ambulance Service doing business as Eastern Medical Transport*. A copy of the Certificate of Assumed Name for the Halifax County office is also attached. (**Attachment B**)

4. **Attach a resume and experience (to include a copy of the current NCOEMS certification) of the applicant as it relates to the transportation and care of patients.**

Attachment C: Company resume
Attachment D: Current NC OEMS License

5. **Attach a description and copy of state certification for each ambulance owned and operated by the applicant.**

See attachment E: Current list of ambulances licensed by NC OEMS.

6. **Attach on a separate sheet, a full description of the type and level of service the applicant proposes to operate in Granville County. Include the location of the place or places from which the applicant intends to operate, the manner by which the citizens of Granville County will be able to obtain assistance, and how the vehicles will be dispatched.**

See attachment F: Proposed Service in Granville County

7. **Attach on a separate sheet, a description of the applicants capability to provide twenty-four (24) hours of coverage seven (7) days per week and an accurate estimate of the response time to calls for service.**

See attachment G: Coverage and Response Time

8. **If the applicant does not desire to provide non-emergency transport to the entire county, the applicant shall attach a map of Granville County showing the area in which the applicant is applying to provide non-emergency transport service.**

Bertie Ambulance Service, Inc. is interested in providing non-emergency medical transport services to the entire county.

9. **Attach on a separate sheet an explanation of how the applicant will meet the EMS standards of both North Carolina and Granville County. (References: Chapter 23 of the *Granville County Ordinances* and Title 10 – *Department of Health and Human Services: Chapter 3 – Facilities Services: Subchapter 3D – Office of Emergency Medical Services Regulations*).**

See attachment H: Meeting Standards

10. Attach a copy of the most recent audited financial statement of the applicant.

See attachment I: Financial Statement

Signature of Applicant or Officer of Applicant:

Carol E. Atkin

Address of Applicant:

Bertie Ambulance Service, Inc.
PO Box 555
Windsor, NC 27983

Date of Application:

November 22, 2022



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 15, 2023
Title: **Granville County Assessor and Tax Collector Appointment and Oath of Office**

PURPOSE:

To reappoint the County Assessor and Tax Collector.

BACKGROUND:

Per General Statute 105-294 – Tax Assessor

Appointment. – Persons occupying the position of county assessor on July 1, 1983, shall continue in office until the first Monday in July, 1983. At its first regular meeting in July, 1983, and every two years or four years thereafter, as appropriate, the board of county commissioners of each county shall appoint a county assessor to serve a term of not less than two nor more than four years; provided, however, that no person shall be eligible for initial appointment to a term of more than two years unless such person is deemed to be qualified as provided in subsection (b) of this section or has been certified by the Department of Revenue as provided in subsection (c) of this section. The board of commissioners may remove the assessor from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the board. Whenever a vacancy occurs in this office, the board of county commissioners shall appoint a qualified person to serve as county assessor for the period of the unexpired term. (b) Persons who held the position of asse

General Statute 105-349 – Tax Collector

(a) Appointment and Term. – The governing body of each county and municipality shall appoint a tax collector on or before July 1, 1971, to serve for a term to be determined by the appointing body and until his successor has been appointed and qualified. Until the first such appointments are made, county and municipal taxes shall be collected by the tax collectors presently serving under prior provisions of law. The governing body may remove the tax collector from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the governing body. No hearing shall be required, however, if the tax collector is removed for failing to meet the prerequisites prescribed by G.S. 105-352(b) for delivery of the tax receipts. Unless otherwise provided by G.S. 105-373, whenever any vacancy occurs in this office, the governing body shall appoint a qualified person to serve as tax collector for the period of the unexpired term.

Jenny Griffin has served as the County Assessor and Tax Collector since her appointment in March 15, 2021. After completion of four required courses, she passed the required comprehensive examination in property tax administration as required by the Department of Revenue on November 16, 2022.

RECOMMENDATION:

The County Manager recommends the reappointment of Jenny Griffin as Assessor and Tax Collector. After reappointment, she will need to take the oath of office.

ATTACHMENTS:

Oath

ACTION TAKEN:

Granville County, North Carolina

I, Jennifer S. Griffin, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Assessor and Tax Collector of Granville County, North Carolina, and that I will not allow my actions as Assessor and Tax Collector to be influenced by personal or political friendships or obligations, so help me God.

_____ (SEAL)

**Subscribed and sworn to before me,
this 20^h day of March 2023.**

_____ (SEAL)
Debra A. Weary
Clerk to the Board



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance Department
Date: March 20, 2023
Title:

PURPOSE:

To update the countywide CEI copier contract

BACKGROUND:

Granville County has had a long standing lease contract with CEI Digital Office Systems out of Raleigh, NC. The County's CEI customer service representative has done his annual review of the County's equipment, as well as accumulated requests from various departments for possible copier replacements and upgrades. Based on his review, he recommends changes to our copier line-up (See attached. Those marked with "Refresh" will be updated.) With the recommended changes, the monthly charge for the lease of 35 copiers would increase from \$3,880.36/mo to \$4,516/mo, or a County-wide annual increase of \$7,632.

FUNDING:

Funding should exist in in the CONTRACTED SERVICES line items of the respective County departments. If adequate funding is still not available, funds can be drawn from GENERAL CONTINGENCY.

RECOMMENDATION:

The County Manager and Finance Director recommend approval of the contractual update to reflect the recommended copier refreshes.

ATTACHMENTS:

Copier inventory with designated refreshes.

ACTION TAKEN:

<u>Location</u>	<u>Model</u>	<u>ID#</u>	<u>Status</u>
1) Administrative Office	IM C6500	Y3959	Remain in place
2) Animal Control	IM C400f	Y3660	Remain in place
3) Sheriff Satellite Office	MP 3555	Y3659	Remain in place
4) Landfill	MP 3555sp	Y3658	Remain in place
5) 911 Center	MP 3555	Y3657	Remain in place
6) Economic Development	IM C2500	Y3656	Remain in place
7) Finance Department	MP 8003	Y2223	Remain in place
8) Tax Office	C6004ex	Y2016	Remain in place
9) Library	C2504	R1279	Refresh with IM C2500
10) Social Services	MP 6503	R4144	Remain in place
11) Social Services	MP6503	R4143	Remain in place
12) Board of Elections	MP 6503	R4142	Remain in place
13) Child Support	MP C6503	R4141	Remain in place
14) Social Services	MP 6503	R4140	Remain in place
15) Expo Center	MP C3503	R3421	Refresh with IM C2500

<u>Location</u>	<u>Model</u>	<u>ID#</u>	<u>Status</u>
16) Animal Control	MP C2003	R3420	Refresh with IM C2500
17) Senior Services	MP 4503	R3302	Refresh with IM C4500
18) Register of Deeds	MP C2554	R3215	Refresh with IM C2500
19) Cooperative Extension	KM C554e	R3214	Refresh with IM C6000
20) Sheriff's Office	MP 4054	R3211	Refresh with IM C4500
21) South Branch Library	MP2554	R3210	Refresh with IM C2500
22) Emergency Management	MP2554	R3208	Refresh with IM C2500
23) Planning Department	MP 4054	R3207	Refresh with IM 4000
24) Senior Center	MP 2554sp	R3206	Refresh with IM 2500
25) Forestry	MP C2003	R3205	Refresh with IM C3000
26) Finance Department	MP C2503	R3204	Refresh with IM C3000
27) Register of Deeds	MP 2554	R3203	Delete from fleet
28) Detention Center	MP2554	R3202	Refresh with IM C3500
29) Detention Center Admin.	MP 2554	R3202	Refresh with IM 3500
30) Social Services – Creedmoor	IM 7000	Y4647	IM 7000 (New office)
31) Social Services – Creedmoor	IM 4000	Y4648	IM 4000 (New office)

<u>Location</u>	<u>Model</u>	<u>ID#</u>	<u>Status</u>
32) Social Services – Creedmoor	MP601spf	Y3211	MP601spf (New office)
33) South Branch Library	MP 9228	J8675	Coin-op - remain in place
34) Library	BH 363	R1438	Coin-op - remain in place
35) Library	C284e	R1479	Coin-op - remain in place



Equipment Lease Agreement

Agreement # _____

P.O. BOX 90755, RALEIGH, NC 27675-0755

SUPPLIER: <u>CEI - The Digital Office</u>			
(Full Legal Name)			
P.O. Box 90635			
(Street Address)			
Raleigh	NC	27675	
(City)	(State)	(Zip Code)	(County)

LESSEE: <u>Granville County</u>			
(Full Legal Name)			
PO Box 1286			
(Street Address)			
Oxford	NC	27565	
(City)	(State)	(Zip Code)	(County)

Quantity	Equipment Model & Description	Serial Number
1	Savin IM 7000	
1	Savin IM 4000, Savin MP601SPF	
*Addendum to CONT #1089. All conditions from the previous New systems to be added to the existing Maintenance Agreement.		agreements remain in effect.

☒ See attached schedule for additional Equipment

TRANSACTION TERMS:		☐ ADVANCE RENT \$0.00
RENT \$4,516.00 (plus applicable taxes)	LEASE TERM 60	(plus applicable taxes)
PAYABLE: (check one) ☒ Monthly ☐ Other (_____)	☐ SECURITY DEPOSIT \$0.00	
PURCHASE OPTION AT END OF LEASE TERM: ☒ Fair Market Value		
Equipment Location (if different from Lessee address above): _____		
Lessee Contact/Telephone: _____		

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named below.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA. YOU AGREE TO THE JURISDICTION AND VENUE OF THE STATE COURTS OF WAKE COUNTY, NORTH CAROLINA.

ACCEPTED BY:

PROPOSED BY:

LESSOR: ALFORD LEASING COMPANY
P.O. BOX 90755, RALEIGH, NC 27675-0755

LESSEE: Granville County

BY: _____

BY:  _____
(Signature of Authorized Signer)

TITLE: _____

(Printed Name and Title)

DATE: _____

DATE: _____

FED TAX ID#: _____

UNCONDITIONAL GUARANTY

In consideration of Lessor entering into the above Lease in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Lessor, its successors and assigns, the prompt payment and performance of all obligations under the Lease. We agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against us without disposing of any security or seeking to collect from Lessee, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to us and we will be bound by such changes, and (d) we will pay all of Lessor's costs of enforcement and collection. This guaranty survives the bankruptcy of Lessee and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Lessee in the event we must pay Lessor. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE LEASE. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.

By: _____, Individually

By: _____, Individually

Address: _____

Address: _____

Social Security Number: _____

Social Security Number: _____

Witness: _____

Witness: _____

ALFORD LEASING COMPANY TERMS AND CONDITIONS

The words YOU and YOUR mean the lessee of Equipment. The words WE, US and OUR refer to Alford Leasing Company, the lessor.

1. **AGREEMENT.** WE agree to rent to YOU and YOU agree to rent from US the Equipment, as set forth on the face of the Lease ("Equipment"), and/or in any attached schedule (together, the "Lease"). YOU promise to pay US A MONTHLY PAYMENT WHICH IS SET FORTH ON THE FACE OF THE LEASE under the heading "Transaction Terms."
2. **TERM AND RENT.** This Lease goes into effect and the term of this Lease begins when all of the following conditions are met: (1) the Lease is signed by YOU, (2) the Lease is accepted by US, and (3) the Equipment is installed (the "Commencement Date"). The Lease shall continue in full force and effect from the Commencement Date through the last day of the final month of the Lease Term ("Term") as defined on the face of the Lease. The first rent payment ("Rent") is due on the date set forth in the first monthly invoice sent to YOU by US following the Commencement Date, with subsequent Rent payments due on the same day of each successive month thereafter and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, YOUR payment obligation may be estimated by US. Your obligation to pay the Rent and other payment obligations hereunder shall be absolute and unconditional. THE LEASE IS NON-CANCELABLE, except as provided herein by timely written notice of intent to cancel the Lease delivered by YOU to US and timely return of the Equipment pursuant to the terms expressed herein.
3. **USE.** Unless otherwise provided on the face of this Lease is understood and agreed that the Rent owed by YOU to US pursuant to the Lease includes only the use of designated Equipment and accessories.
4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** WE own the Equipment and YOU have the right to use the Equipment for the full term of the Lease provided YOU comply with the terms and conditions stated herein. The Equipment is OUR personal property, regardless of whether the Equipment may become attached to any real estate during the Term of the Lease.
5. **ASSIGNMENT.** You shall not have the right to transfer, sell, sub-rent, assign, pledge or encumber either the Equipment or any of YOUR rights under the Lease without our prior written consent during the Term of the Lease.
6. **REDELIVERY AND AUTOMATIC RENEWAL.** UPON AT LEAST SIXTY (60) DAYS WRITTEN NOTICE TO US PRIOR TO THE EXPIRATION OF THE INITIAL TERM OF THE LEASE, YOU SHALL ADVISE US OF YOUR INTENTION TO RETURN THE EQUIPMENT TO US AND TERMINATE THE LEASE AT THE EXPIRATION OF THE INITIAL TERM. Provided YOU have given such a timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair and working order, ordinary wear and tear excepted, and in a manner and to a location designated by US. Alternatively, YOU can make the Equipment available to US for pick-up for a pick-up fee designated by US. IF YOU FAIL TO PROVIDE SIXTY (60) DAYS WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THE LEASE AFTER THE INITIAL TERM, THE LEASE SHALL RENEW AUTOMATICALLY FOR AN ADDITIONAL THREE-MONTH TERM, AND SHALL CONTINUE TO RENEW EVERY THREE MONTHS UNTIL WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THE LEASE IS DELIVERED TO US ("AUTOMATIC RENEWAL TERM"). During the Automatic Renewal Term, YOU shall have the right to deliver written notice of YOUR intent to terminate the Lease, and the Lease shall then terminate sixty days after receipt of said notice, with Rent equal to the Rent owed during the Initial Term of the Lease payable by YOU until the Lease terminates pursuant to the terms of this Section. If, having timely notified US of YOUR intent to terminate the Lease, YOU fail to return the Equipment to US or make the Equipment available for pick-up by US for a fee, as provided herein above, the Lease shall renew for additional terms of three (3) months each with ALCO Payments and Additional copy charges equal to 100% of the ALCO Payments and Additional Copy Charges at the expiration of the Initial term of the Lease, and the Lease shall be terminated upon written notice delivered to US by YOU in the same manner as if no written notice of your intent to terminate the Lease was delivered before the expiration of the Initial Term of the Lease.
7. **CANCELLATION.** The Lease is NON-CANCELABLE for the full Initial Term and your obligation to pay Rent and any additional charges incurred pursuant to the Lease for the full Term of the Lease cannot be canceled except as expressly provided herein.
8. **LOSS OR DAMAGE.** YOU are responsible for the risk of loss of, destruction of, or damage to the Equipment, and no such loss or damage relieves YOU from any obligation, including but not limited to payment of Rent, under the Lease. In the event of damage to, loss of, or destruction of the Equipment, YOU agree to notify US in writing within no more than five (5) days from the date such damage, loss, or destruction occurs, of such fact and shall, at OUR option and upon OUR request:
 - Repair the Equipment to good condition and working order;
 - Replace the Equipment with like equipment in good repair, condition and working order, approved by US and transfer clear title to such replacement equipment to US, and such equipment shall be subject to the Lease and be deemed the Equipment hereunder; or
 - Pay to US the value of the total of all unpaid Rent payments for the full term of the Lease, plus the estimated fair market value of the Equipment, as determined by US, at the end of the Initial Term, all discounted six percent (6%) per year whereupon the Lease shall terminate.
9. **HOLD HARMLESS.** YOU will indemnify and hold US harmless against any and all losses and cost liabilities, including attorneys' fees, which arise from any injury or damage caused in whole or in part by YOUR acts, omissions, or conduct.
10. **TAXES.** YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Rent payment or as otherwise billed by US.
11. **DEFAULT.** If YOU are in default under the Lease, then WE shall have the right to accelerate payment due for all outstanding Rent owed for the remaining Lease Term. YOU shall be in default of this Lease upon occurrence of any of the following events:
 - YOU fail to timely pay any Rent payment or other sum when due, and such non-payment is not remedied within five (5) days of request for the same from US;
 - YOU breach any warranty or other obligation under the Lease, or any other agreement with US; or
 - YOU, or any guarantor to the Lease, or any of YOUR partners, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or have a trustee, receiver or liquidator otherwise appointed.
12. **REMEDIES.** In the event of default, in OUR sole discretion, WE shall have the right to exercise one or more of the following remedies against YOU:
 - Collect Interest on all monies due to US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event shall WE collect more than the maximum interest rate permitted by law; and
 - Require YOU to pay (i) all expenses incurred by US in connection with the enforcement of any remedies available to US described herein, including all expenses of repossession, storing, shipping, repairing and selling the Equipment and (ii) reasonable attorneys' fees.
 - Notwithstanding anything to the contrary contained herein, whenever Rent and/or any additional charges are owed to US by YOU pursuant to the Lease, and payment is not received within five (5) days of the time such Rent or charges become due, YOU shall pay to US in addition to the owed balance a late fee equal to \$100.00. This amount shall be owed to US as compensation for our internal operations expenses resulting from the delayed payment.
 - Repossess OUR Equipment through self-help or through judicial process.No failure on OUR part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of the Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default.
13. **WARRANTY OF BUSINESS PURPOSE.** YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.
14. **NOTICE.** Written notices will be deemed to have been given when delivered personally or two (2) days from the date that they are deposited with the United States Postal Service, postage prepaid, addressed to such party at its address is set forth on the face of the Lease or at such other address as such party may have subsequently provided in writing.
15. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** The Lease contains the entire agreement and understanding between YOU and US. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of the Lease which for any reason may be held unenforceable in a court of competent jurisdiction shall not serve to invalidate the remaining provisions of the Lease, which shall continue thereafter in full force and effect. It is further agreed that all rights and remedies of the parties are governed exclusively by the Lease.
16. **MISCELLANEOUS.** YOU authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we will charge you a fee of \$95.00 to cover our documentation and investigation costs.

Rev10092017

Alford Leasing Company

Equipment Lease Agreement
Addendum A

<u>Quantity</u>	<u>Equipment Model & Description</u>	<u>Serial Number</u>
1	Savin MP 6503 sp	
1	Savin MP 6503 sp	
1	Savin MP 6503 sp	
1	Savin MP C6503 sp	
1	Savin MP 6503 sp	
1	Savin MP 6503 sp	
1	Savin MP C6004ex	
1	Savin MP C8003	
1	Savin MP 3555a sp	
1	Savin MP 3555a sp	
1	Savin IM C400	
1	Savin MP 3555a sp	
1	Savin IM C2500	
1	Savin IM C6500	
1	Savin IM C2500	
1	Savin IM C2500	
1	Savin IM C2500	
1	Savin IM C4500	
1	Savin IM 2500a	
1	Savin IM C6000	
1	Savin IM C4500	
1	Savin IM 2500	
1	Savin IM 2500	
1	Savin IM 4000	
1	Savin IM 2500	
1	Savin IM C3000	
1	Savin IM C3500	
1	Savin IM 7000	
1	Savin IM 4000	
1	Savin MP 601spf	

Please initial: _____



Granville County Library

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Will Robinson, Library Director
Korena Weichel, Assistant County Manager
Department: Library/Human Resources
Date: March 20, 2023
Title: LinkedIn Online Learning Subscription

PURPOSE:

To consider approval of a one-year subscription agreement to access online video training courses through LinkedIn Learning.

BACKGROUND:

LinkedIn Learning is a valuable resource to add to the Granville County Library system's suite of databases available to our patrons. Additionally, it would be our most comprehensive standalone database focusing on topics to improve skills for work, which is a large part of all library missions.

The value goes beyond our patrons and extends to Granville County employees, aligning with Objective #9 from the County's Five-Year Strategic Plan which includes several strategies related to providing employee and supervisor training opportunities. Employees would merely need a library card to access LinkedIn Learning's expansive catalog of over 5,000 streaming online courses covering business, design, and tech for professional development. The courses are also interactive with online quizzes and exercise modules available to assess new knowledge gained via the platform.

LinkedIn Learning is highly rated by users. On the Apple App Store, user reviews deliver a rating of 4.8/5, with over 77K rankings. Likewise, on the Google Play Store, it rates at a similarly great 4.7/5 with over 104K rankings. Multiple five-star reviews talk about the convenience of the education, the convenience of syncing of the video between the website and the app, and the efficient learning process via the videos.

Other library contacts have also endorsed the training courses. Correspondence received from Marion Lytle, Director of the Morrisville, NC Library, enthusiastically stated, "Our Town made it available during Covid and it had some really great courses. If you are getting it for your patrons, WOW that's awesome!"

FUNDING:

Funding is available in non-departmental tuition assistance and training FY23 budget line item 10-8540-122.

RECOMMENDATION:

County Manager, County Administration, and the Granville County Library System Director recommend approving the one-year agreement to enable access to LinkedIn Learning video training courses for library card holders.

ATTACHMENTS:

LinkedIn Learning Online Subscription Agreement

ACTION TAKEN:



LinkedIn Corporation
1000 W. Maude Avenue, Sunnyvale, CA 94085 USA
Federal Tax ID: 47-0912023

Your LinkedIn Representative
Charles Gill
cagill@linkedin.com
+1 408-604-7150

Order Form For County of Granville

[Go to Online Checkout](#)**Complete this order using our online checkout (fastest option)**

or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

Secure upload (fastest option)[Go to Online Checkout](#)**Email**

cagill@linkedin.com

Please do not send by postal mail

Primary Contact

Will Robinson
will.robinson@granvillecounty.org
919-693-1121

Billing Contact

Will Robinson
will.robinson@granvillecounty.org
919-693-1121

Bill to

County of Granville
Preferred Name: Granville County Library
141 Williamsboro St
Oxford NC 27565-3317
United States

Ship to

County of Granville
Preferred Name: Granville County Library
141 Williamsboro St
Oxford NC 27565-3317
United States

Order Information

Order Number: FLD8050984416**Requested start date:** April 1, 2023**Term:** 12 months**PO Number:** (None)**Billing Frequency:** ANNUAL**Billing Method:** Pay Upfront**Payment Method:** Invoice**Payment term:** NET30**Currency:** USD**Order Notes:**

About Requested Start Date: If LinkedIn provisions the Services after the Start Date due to Customer's selected payment method (e.g. credit card payment delegation, proforma prepayment, etc.) or other account provisioning issues, then LinkedIn will adjust the End Date internally to ensure Customer receives the Services for the full duration of the Term.

Description	Unit price	Quantity	Total
LinkedIn Learning for Library 12 months LinkedIn Learning for Library provides access to high-quality learning content (includes all languages available). Includes one master admin complimentary user. QTY reflects total population served.	N/A	61986	\$13,125.00

Subtotal: \$13,125.00**Estimated Tax:** \$0.00**Estimated Order Total (USD):** \$13,125.00

Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com. LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form



Order Form For County of Granville (continued)

is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/learning-public> ("Order Terms").

Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/learning-public> ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.

Customer Signature

Name

Title

Date


LinkedIn Signature

Katie Lock, Revenue on behalf of
LinkedIn Corporation
March 10, 2023

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen M. McNally, Finance Director



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Sheriff Robert Fountain
Department: Sheriff's Office
Date: March 15, 2023
Title: Purchase of Tactical Equipment - Suppressors

PURPOSE:

To receive approval for the purchase of suppressors to be utilized as tactical accessories with the Granville County Sheriff's Office weapons request. The request is as follows:

The Sheriff's Office is requesting to expend \$19,385.80 in Sheriff's Office Capital Outlay funds to purchase ten (10) Sig Sauer Silencers and ten (10) Sig Sauer Suppressors from Lawmen's Distribution, LLC.

BACKGROUND:

The Granville County Sheriff's Office is requesting funding to outfit long guns with suppressors to be utilized by the Sheriff's Office Tactical Team. The utilization of suppressors will reduce recoil and muzzle flash, which can be a tactical advantage for law enforcement when encountering potentially deadly force situations. Suppressors offer reduced recoil that can assist with shot accuracy and lower decibels to a more hearing-safe level. This can aid in communicating with team members during critical situations.

The purchase request is as follows:

10 - Sig Sauer MODX-9 Suppressor 9mm	\$ 6,990.00
10 - Sig Sauer SLX556C-QD Suppressor SLXC 5.56mm	<u>\$11,170.00</u>
	Taxable: \$18,160.00
	Tax: \$ 1,225.80
	Total: \$19,385.80

A copy of the quote is attached for your reference.

FUNDING:

Funds are available for this purchase from the Sheriff's Office Capital Outlay funding (line item #10-4310-510).

Note: The Sheriff's Office represents that all items are being purchased from Lawmen's pursuant to State contract and that the purchase qualifies as an exception to competitive bidding requirements.

RECOMMENDATION:

Sheriff Fountain recommends approval for the purchase of the equipment outlined in this request in the amount of \$19,385.80, utilizing the Sheriff's Office Capital Outlay funding source.

ATTACHMENTS:

Quote - Lawmen's

ACTION TAKEN:

Submitted to the Granville County Board of Commissioners as an agenda item for approval. The County Manager has confirmed that funds are available for this purchase and that the Sheriff's Office represents that its procurement complies with Granville County's Purchasing Policy and applicable law.



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

SALES QUOTE

SQ-389265

3/9/2023



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact	Ship To		
GRANVILLE CO. SHERIFFS OFFICE ATTN: ACCOUNTS PAYABLE 525 NEW COMMERCE DR OXFORD NC 27565 Tel: (919) 603-1302 Fax: (919) 690-1766			GRANVILLE CO. SHERIFFS 525 NEW COMMERCE DR OXFORD NC 27565		
Account	Terms	Due Date	Account Rep	Schedule Date	
GRANVI	NET 30 Email Delivery	4/8/2023	Lauren McFaul	3/9/2023	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-389265		HAILES, BUSTER	FACTORY DIRECT	1	3/9/2023 2:23:51PM
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	SIG SAUER IS FREE FREIGHT				
2	SIGMODX9 / 798681613137 / SIGSAUER Sig Sauer MODX-9 SLNCR MODX-9 9MM SS 1-2X28 AND M13.5X1LH MODULAR	10	\$699.00 EA	\$0.00	\$6,990.00
3	SIGSLX556CQD / 798681629305 / SIGSAUER Sig Sauer SLX556C-QD SUPPRESSOR SLXC 5.56MM INC QD COMPACT	10	\$1,117.00 EA	\$0.00	\$11,170.00
Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.		Tax Details NCCTY675 \$1225.800		Taxable Total Tax \$1,225.80 Exempt \$0.00 Total \$19,385.80 Balance \$19,385.80	



Granville County Environmental Services

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jason Falls
Department: Environmental Services
Date: March 20, 2023
Title: **NCDOT Spring 2023 County Employee Litter Sweep**

PURPOSE:

To announce Granville Employee NCDOT Spring Litter Sweep – Friday, April 21, 2023

BACKGROUND:

The County has taken an active stance to help address litter issues in the County. Twice each year, County employees & Commissioners are provided an opportunity to participate in a litter cleanup program in conjunction with the NCDOT Litter Sweep program.

The NCDOT sponsored “Spring 2023 Litter Sweep” begins April 15th and concludes April 29th. Jason Falls, Director of Environmental Programs, is requesting volunteers within county government to help clean a section of road(s) within the county (*road(s) will be determined prior to day of pickup*) on **Friday, April 21, 2023**, with a rain date scheduled for the following Friday, April 28, 2023.

For County employees participating, and as an incentive, once participants are finished picking up litter from the selected road(s), employees will have the option of not returning to work (without using leave) as approved by the County Manager and/or employee’s supervisor. Additionally, employees can earn 20 points towards wellness activities by participating.

RECOMMENDATION:

Information Only Item

ACTION TAKEN:



Granville County Environmental Services

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jason Falls
Department: Environmental Services
Date: March 20, 2023
Title: **Garrett-Moore Contract Revisions and Contract Approval**

PURPOSE:

1. Board Approval of County Attorney Review/Revision/Amendment to Garrett and Moore Contracts.
2. In addition to this request, staff is seeking approval to execute a contract with Garrett and Moore for preparing a permit application of a **NOTICE OF INTENT (NOI) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP)** for the Municipal Solid Waste Landfill (MSW).

BACKGROUND:

Purpose 1.

Within the last year, both county managers, county attorney, and staff have worked in trying to bring all task orders/agreements for the MSW cell construction/annual operating tasks in agreement with local/state legal and purchasing policies.

The landfill cell project began with the first agreement/task order with Garrett and Moore being approved by the Board of County Commissioners on December 7, 2020. To date, there have been a total of 10 different task orders mostly associated with the construction of the new cell which are now completed. Two of these ten task orders are conducted and budgeted for annually to satisfy state requirements.

Rather than this project/work being approved as one or two documents/agreement(s) over the last two years, the various task orders have resulted in confusion for both the county attorney/managers, staff and engineer in the execution of these contracts. The County Attorney is available tonight to discuss his work in consolidating these agreements while addressing all legal and fiscal policies. Jason Falls is available to address any technical questions regarding any agreements with Garrett and Moore. Attached are the two, (2) revised agreements that as will be discussed by Attorney Wrenn.

Once explained by the county attorney and staff, it is anticipated that the Board will approve the amendments to the contracts and execution will adhere to all purchasing policies in the future.

Purpose 2.

Staff is seeking approval from the Board to execute the attached contract (Task No. 11) for the preparation of the permit application of a **NOTICE OF INTENT (NOI) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP)** for the MSW Landfill. The cost proposal for this work is \$14,155.00. Based on information provided by Garrett and Moore, this is a required permit in connection with landfill operations. A fact sheet and example permit are attached for further information regarding this permit.

FUNDING:

Funds are available within the annual operating landfill budget (FY 22-23) to cover this \$14,155.00 request.

RECOMMENDATION:

The County Manager and the Environmental Services Director recommend accepting the revisions/amendments made by the County Attorney with regards to Garrett and Moore Contracts. Staff also respectfully requests approval of the attached Task No. 11 at a not-to-exceed amount of \$14,155.00. Task Order 11 is included with the amendments to the December 7, 2020 contract.

ATTACHMENTS:

Contract Revisions (2)
SWPPP Fact Sheet
SWPPP General Permit

ACTION TAKEN:

AMENDED AND RESTATED CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into effective the 1st day of July, 2021 (the “Effective Date”), by and between **GARRETT AND MOORE, INC.**, a North Carolina professional corporation (“Engineer”), and **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina (the “County”) and provides as follows:

WITNESSETH:

WHEREAS, County issued a request for qualifications (“RFQ”) for annual solid waste professional consulting services and new cell construction;

WHEREAS, Engineer responded to the RFQ;

WHEREAS, after evaluating the statements of qualifications received, County selected Engineer to perform annual solid waste professional consulting services as further described on **Exhibit “A”** and **Exhibit “B”** attached hereto and incorporated by reference herein (the “Project”); and

WHEREAS, the parties previously entered into a contract for the services described in **Exhibit “A”** only; and

WHEREAS, the parties now wish to amend and restate this Agreement to provide for the services described in **Exhibit “A”** and **Exhibit “B”**.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF THE PROJECT.

- a. Engineer shall act as the Engineer for the Project. The Project shall consist of those certain engineering and environmental consulting services described in the “Task Order No. 2 Between Owner and Engineer for Professional Engineering Services” and “Task Order No. 9 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “A”** and **Exhibit “B”**, respectively (the “Task Orders”; the services and tasks described in the Task Orders are hereafter collectively referred to as the “Scope of Services”).
- b. If additional work is needed that exceeds the Scope of Services described in **Exhibit “A”** and **Exhibit “B”**, Engineer shall inform the County. No such work shall commence without County’s prior written authorization. Such additional services shall be performed at the hourly rates set out in **Exhibit “C”** attached hereto and incorporated by reference herein. Collectively, the tasks described in the Scope of Services attached as **Exhibit “A”** and **Exhibit “B”** shall be defined as the “Work”.

Engineer shall perform the Work using its own staff except as disclosed in this Agreement including any addenda. Any subcontractors must be approved in advance by the County. Prior to allowing any subcontractor to work on the Project, Engineer shall provide County with a schedule of rates for the subcontractor and certificates of insurance showing insurance coverage as required below. If subcontractors are approved to perform any portion of the Work, Engineer shall be responsible for paying all subcontractor fees.

2. **FEES.** The Engineer's fees for engineering services necessary to perform the Scope of Services described in **Exhibit "A"** and **Exhibit "B"**, including Engineer's expenses, shall be a lump sum amount not to exceed \$72,300.00, which amount consists of and will be billed on a task-by-task basis and paid as follows:

Fee Schedule

Task and Description	Cost Per-Event	Per Year	Fiscal Year Cost
TASK 1 – Oxford Landfill Unit 1 WQM ¹	\$8,750	2X	\$17,500
TASK 2 – Oxford Landfill Unit 2 WQM	\$7,850	2X	\$15,700
TASK 3 – Butner Landfill WQM	\$8,750	2X	\$17,500
TASK 4 – Oxford Landfill and Butner Landfill LFG ²	\$3,000	4X	\$12,000
TASK 5 – Useable Airspace Evaluation	\$5,900	1X	\$5,900
TASK 6 – Date for Unit 2-Phase 2 Permit to Operate	\$1,300	1X	\$1,300
Task 7 – Periodic Operations Site Visits	\$2,400	1X	\$2,400
TOTAL Per Fiscal Year			\$72,300

3. **PAYMENT TERMS.** Invoices for Engineer's services shall be submitted monthly. Invoiced amounts shall be billed as indicated above (i.e., billed on a percentage completion of the Work basis on a task-by-task basis). The total of such invoices including direct costs shall not exceed \$72,300.00 unless the parties agree to change orders authorizing additional Work. Invoices shall be due and payable within thirty (30) calendar days of the invoice date. If County takes issue or objects to all or any portion of an invoice, County shall notify Engineer in writing within thirty (30) days of the invoice date, clearly identifying the nature of the issue or objection, and then pay that portion of the invoice, if any, not in dispute. If the undisputed invoice, or the undisputed

¹ Water Quality Monitoring

² Landfill Gas Monitoring

portion thereof is not paid within thirty (30) days, Engineer may, without waiving any claim or right against County, suspend the performance of further Engineer services until all invoices under this agreement more than thirty (30) days past due are fully paid, or may terminate this Agreement. All invoices shall specify the amount paid for labor, materials, and any applicable taxes including, but not limited to, sales taxes. Any sales taxes shall specify the entity (state or local) to whom taxes are paid and the amount of taxes paid to said entity. If any amount owed under the terms hereof is disputed, County shall pay Engineer the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. No payments shall be made to contractor until IRS form W-9 and other necessary forms required by applicable law have been completed.

4. STANDARD OF CARE. Engineer shall use a degree of professional care, competence, and skill that other competent engineers performing the same or similar task would use working in the same or similar geographic area. If Engineer subcontracts any of the work to be performed under the terms of this Agreement, Engineer shall be responsible for any and all payments to any subcontractors and shall be responsible for ensuring that the subcontractors perform their tasks using the degree of professional care, competence and skill that other competent professionals performing the same or similar tasks would use working in the same or similar area.
5. TERM. The term of this Agreement shall begin on the Effective Date and shall continue for a period of sixty (60) months. This Agreement may be renewed by mutual agreement of the parties for two additional terms of one year each. Mutual consent to renewal will be presumed unless either party gives one hundred eighty (180) days' advance notice of intent not to renew prior to the expiration of the then current term.
6. COOPERATION WITH GRANVILLE COUNTY STAFF. The Engineer shall meet regularly with County staff, which may include, but not be limited to, the following: the County Manager, the County Director of Development Services, the County Director of Environmental Services, and the County Attorney on an as-needed basis to coordinate the Project and to exchange information and ideas concerning the Project.
7. INDEPENDENT CONTRACTOR. The Engineer shall be an independent contractor working for County pursuant to the terms of this Agreement. Neither party shall be construed to be an agent, partner, employee, or joint venturer of the other. No party shall exercise control over the manner in which the other party performs its duties hereunder except to assure compliance with this Agreement. In Engineer's capacity as an independent contractor, Engineer shall file all required tax returns and reports, withhold and/or pay all required federal, state and local wage and employment related taxes, including, but not limited to, federal income taxes, social security taxes and unemployment taxes, with respect to amounts paid to Engineer under this Agreement.

8. INSURANCE: The Engineer and all subcontractors hired by Engineer shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to the County, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person/\$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the contractor, and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability, and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. “Tail” coverage will be required at the completion of this Agreement for a duration of thirty-six (36) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for thirty-six (36) months following completion of its services under this Agreement. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Agreement. If Continuous “claims made” coverage is used, Engineer shall be required to keep the coverage in effect for a duration of not less than thirty-six months from the end of this Agreement. This will be a condition of the final acceptance of work or services.

Granville County shall be named as an additional insured under the Engineer's automobile liability, general liability, and excess liability policies. Certificates of such insurance will be furnished and shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the Engineer or the insuring company.

9. INDEMNIFICATION.

- a. To the fullest extent allowed by law, Engineer shall indemnify and hold harmless County, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs arising out of bodily injury to persons or damage to property proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer's agents, or the Engineer's employees.
- b. In matters other than those covered by subsection 9.a., above, and to the fullest extent allowed by law, Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- c. Nothing in this Section 9 shall be construed to require the Engineer to defend County, its independent contractors, agents, employees, indemnitees, or any other person or entity against liability or claims for damages or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Engineer, County, or their Derivative Parties, whether the claim is alleged or brought in tort or contract.
- d. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- e. The Engineer's duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- f. Definitions:
 - i. For the purposes of Section 9 the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of Section 9 the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

- iii. For the purposes of Section 9 the term “Derivative Parties” shall mean any of the Engineer’s subcontractors, agents, employees, or other persons or entities for which the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

10. TERMINATION.

a. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

i. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

ii. By Engineer:

1) upon seven (7) days written notice if Engineer believes that Engineer is being requested by County to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven (7) days written notice if the Engineer’s services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to County on account of such termination.

iii. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 10, paragraph a.1.i if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by County effective upon the receipt of notice by Engineer.

b. The terminating party under Section 10, paragraphs a.1 or a.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

11. OWNERSHIP OF INSTRUMENTS OF SERVICE. Provided that all required payments have been made, Engineer assigns ownership to the County of all reports, plans, specification, field data, field notes, laboratory test data, calculations, estimates, computer data or drawing files, and other documents (“instruments of service”) prepared by Engineer in connection with the performance of its duties hereunder, except Engineer retains copyright in its standard systems, sections, details and specifications. Such documents are not intended or represented to be suitable

for reuse by the County or others on extension of the Project or on any other project. Any reuse of instruments of service prepared by Engineer without written permission or adaptation by Engineer for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Engineer.

12. NON-DISCRIMINATION. Engineer shall not discriminate against any employee, applicant for employment, or subcontractor because of age, sex, race, creed, national origin, or disability.
13. COMPLIANCE WITH LAWS. Engineer represents that it is in compliance with all Federal, State, and local laws, regulations or orders. The implementation of this Agreement will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment. Engineer further represents and warrants that it has all requisite licenses necessary to provide engineering services contemplated by this Agreement.
14. NOTICE. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three (3) days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three (3) days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

GRANVILLE COUNTY

Attn: Drew Cummings, County Manager
104 Belle St. (delivery)
P.O. Box 906 (mail)
Oxford, NC 27565

With a copy to:

James C. Wrenn, Jr.
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
111 Gilliam Street (delivery)
P.O. Box 278 (mail)
Oxford, NC 27565

GARRETT AND MOORE, INC.

Attn: Vance F. Moore, P.E., President
206 High House Road, Suite 259
Cary, North Carolina 27513

15. ASSIGNMENT. This Agreement is for professional services. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other parties.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
17. WAIVER. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
18. SEVERABILITY. Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
19. AUDIT RIGHTS. For all work being performed under this Agreement, County has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the Work. Audits shall take place at times and locations mutually agreed upon by both parties, although Engineer must make the materials to be audited available within one (1) week of the request for them.
20. SAFETY. Engineer, its employees, and subcontractors will observe standard and customary safety requirements, including those required by applicable state or federal law. Engineer is responsible for the supervision and site safety measures of its employees and subcontractors at all times while on the County's premises.
21. EXPENSES. County shall not be liable to Engineer for any expenses paid or incurred by Engineer unless otherwise agreed in writing.
22. TOOLS OF TRADE AND EQUIPMENT. Engineer shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.
23. PRE-LITIGATION MEDIATION. If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree to submit such controversy to mediation for resolution. The parties may use the procedures set forth in the North Carolina General Statutes Rules Implementing Court Ordered Mediated Settlement Conferences, where and if applicable. Provided, however, if any controversy between the parties is not resolved by mediation within sixty (60) days after the date the controversy has arisen (hereinafter "controversy date"), the parties may proceed to litigation.

24. GOVERNING LAW; JURISDICTION; VENUE. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties consent to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.
25. FORCE MAJEURE. If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
26. INTERPRETATION. Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
27. AMENDMENT. Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.
28. THIRD-PARTY BENEFICIARIES. By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.
29. E-VERIFY. Engineer warrants that it is and shall at all times remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Engineer shall require that all subcontractors providing services related to this Contract be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements of this paragraph shall be an event of default hereunder.
30. RESTRICTED COMPANIES LISTS. Engineer represents that as of the date of this Agreement, Engineer is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Engineer also represents that as of the date of this Agreement, Engineer is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Attest:

GRANVILLE COUNTY

Debra Weary, Clerk

By: _____
Drew Cummings, County Manager

Date: _____

GARRETT AND MOORE, INC.

By: _____
Name: _____
Title: _____

Date: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen M. McNally
Finance Director, County of Granville

EXHIBIT A

TASK ORDER NO. 2
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated day of December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

ENVIRONMENTAL MONITORING – OXFORD AND BUTNER LANDFILLS - FY 2021

1. The Basic Services of ENGINEER for this Task Order are as follows:

TASKS 1-3 Semi-Annual Water Quality Monitoring

TASK 1 - Oxford Landfill Unit 1 – The unit remains in Corrective Action Monitoring (CAM) under the provisions of the NCDEQ-approved Monitored Natural Attenuation (MNA) Corrective Action Plan (CAP) in accordance with 15A NCAC 13B.1637. ENGINEER will perform water quality field sampling (groundwater and surface water) and reporting under the provisions of the CAM Plan and CAP, and in accordance with the facility Sampling and Analysis Plan and applicable NCDEQ regulations and guidance. Samples will be sent to the OWNER's laboratory for analysis. Laboratory costs are not included in this task order. The laboratory will invoice OWNER for laboratory costs.

TASK 2 - Oxford Landfill Unit 2 – The unit remains in Detection Monitoring in accordance with 15A NCAC 13B.1633. ENGINEER will perform water quality field sampling (groundwater and surface water) and reporting under the provisions of the facility Sampling and Analysis Plan and applicable NCDEQ regulations and guidance. Samples will be sent to the OWNER's laboratory for analysis. Laboratory costs are not included in this task order. The laboratory will invoice OWNER for laboratory costs.

TASK 3 - Butner Landfill - The unit remains in Corrective Action Monitoring (CAM) under the provisions of the NCDEQ-approved Monitored Natural Attenuation (MNA) Corrective Action Plan (CAP) in accordance with 15A NCAC 13B.1637. ENGINEER will perform water quality field sampling (groundwater and surface water) and reporting under the provisions of the CAM Plan and CAP, and in accordance with the facility Sampling and Analysis Plan and applicable NCDEQ regulations and guidance. Samples will be sent to the OWNER's laboratory for analysis. Laboratory costs are not included in this task order. The laboratory will invoice OWNER for laboratory costs.

TASK 4 - Quarterly Landfill Gas Monitoring

Oxford Landfill - The Oxford landfill includes quarterly landfill gas monitoring of 11 landfill gas boundary probes, 6 vents on the passive gas intercept trench at the C&D landfill (Unit 1) including the new probe GP-11 and probe GP-12 at the MSW Landfill, (Unit 2, Phase 1). Quarterly monitoring also includes monitoring of a mobile attendant shack at or near the working face of Unit 2, Phase 1. All LFG monitoring will be conducted in accordance with NCSWMR and Gas Monitoring Plans for the Oxford Landfill. ENGINEER will prepare Quarterly LFG Monitoring Reports for each monitoring event.

Butner Landfill - Quarterly monitoring of 6 LFG boundary probes and the scale house at the Butner Landfill will be performed in accordance with NCSWMR and the Gas Monitoring Plan for the Butner Landfill. ENGINEER will prepare Quarterly LFG Monitoring Reports for each monitoring event.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
2. Provide the most recent groundwater monitoring historical database for each of the three landfill units.

3. The time period for the performance of ENGINEER's services are as follows:

- Tasks 1-3 will be completed twice per year (or semi-annually) on the schedule required by DEQ.
- Task 4 will be completed four times per year (once each quarter) on the schedule required by DEQ.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task and Description</u>	<u>Cost Per-Event</u>		<u>Fiscal Year Cost</u>
TASK 1 – Oxford Landfill Unit 1 WQM	\$ 8,750	2X	\$17,500
TASK 2 – Oxford Landfill Unit 2 WQM	\$ 7,850	2X	\$15,700
TASK 3 – Butner Landfill WQM	\$ 8,750	2X	\$17,500
TASK 4 – Oxford Landfill and Butner Landfill LFG	\$ 3,000	4X	\$12,000
TOTAL Per Fiscal Year			\$62,700

The above costs exclude the laboratory analysis costs. Laboratory will invoice OWNER directly for laboratory analysis costs.

ENGINEER will invoice OWNER monthly on a task by task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

NONE

EXHIBIT B

TASK ORDER NO. 9
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated day of December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL
UNIT 2 – PHASE 1 REMAINING CAPACITY EVALUATION**

Background

A recent study (Labella, dated July 17, 2020) concluded Unit 2 Phase 1 will reach capacity in July 2023.

Under subcontract with ENGINEER, WithersRavenel completed a topographic survey of the Unit 2 area on 12/18/2020. ENGINEER used this survey to verify that the airspace remaining in Unit 2 - Phase 1 as reported by Labella was correct. However, in the verification process, ENGINEER concluded that the estimate of Unit 2 - Phase 1 reaching capacity in July 2023 is not a reliable estimate because it depends on the County using **ALL** of the "permitted" capacity, which is not feasible. There are three operational factors that result in the "useable" capacity being less than the "permitted" capacity, as follows:

1. There is a minimum operational area at the active disposal area that is needed for customers to safely dump and for the County to safely operate a working face. The minimum area requirement means that the landfill cannot be safely filled to the permitted waste grades and the result is a net reduction in the airspace that can be used at this time. This unused airspace at the top of the landfill will be filled later, during future landfill phase filling.
2. An access road must be maintained to the highest waste elevation achievable and the access road has a net reduction in the airspace that can be used at this time. This unused access road airspace will be filled later, during future landfill phase operations.
3. The waste slope along the south side of Unit 2 Phase 1 faces the planned Phase 2 landfill expansion area. The south slope is benched in at the bottom, so that a tie-in to the existing liner system of Unit 2 Phase 1 can be safely accomplished

during the Unit 2 – Phase 2 expansion. The bench at the bottom is prudent; however, the resultant south facing slope is underfilled relative to the permitted waste grades, which has a net reduction in the airspace that can be used at this time.

1. The Basic Services of ENGINEER for this Task Order are as follows:

This task order describes the scope of services and fees associated with preparing an estimate of the “useable” airspace remaining in Unit 2 – Phase 1 and a determination of the date the planned expansion, Unit 2 – Phase 2, must be operational.

TASK 1 – “USEABLE” AIRSPACE EVALUATION

ENGINEER will evaluate alternative access road configurations, predict useable waste grades, and determine a safe intermediate final waste elevation for Unit 2 - Phase 1. In evaluating alternative access road configurations, ENGINEER will consult with the County regarding the road alignment, road slope, road width, drainage concerns, and other operational considerations. ENGINEER will prepare a 3-D model of the “useable” airspace, prepare a remaining airspace calculation, prepare a detailed waste fill plan, and provide the 3-D model to the County’s surveyor for staking the access road and waste fill grades.

TASK 2 – DATE FOR UNIT 2 – PHASE 2 PERMIT TO OPERATE

ENGINEER will prepare calculations to determine the date the Unit 2 – Phase 2 permit to operate must be received from DEQ. ENGINEER will use the most recent topographic survey (and previous aerial surveys if available) and historic scale-house records to calculate airspace utilization factor and predict the future lifespan of the “useable” airspace determined in Task 1. The new date for when Phase 2 must be operational will be used for establishing critical project permitting and construction deadlines.

TASK 3 – PERIODIC OPERATIONS SITE VISITS

ENGINEER will conduct periodic site visits to assist the OWNER in implementing the operations access road changes and the waste filling plan developed in Task 1. ENGINEER has assumed 6 site visits will be needed over the next 9 to 12 months.

2. The responsibilities of OWNER are as follows:

- Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
- Provide historic waste disposal records (scale-house data) tabulated by month, from the beginning date of waste disposal in Unit 2-Phase 1.
- Provide the following previous aerial surveys:

- JUNE 7, 2019 GROUND SURVEY COMPLETED BY BATEMAN CIVIL SURVEYING
- JUNE 22, 2020 AERIAL SURVEY BY SPATIAL DATA, INC.

3. The time period for the performance of ENGINEER's services are as follows:

- ENGINEER will perform Tasks 1 and 2 within 30 days of authorization of this Task Order.

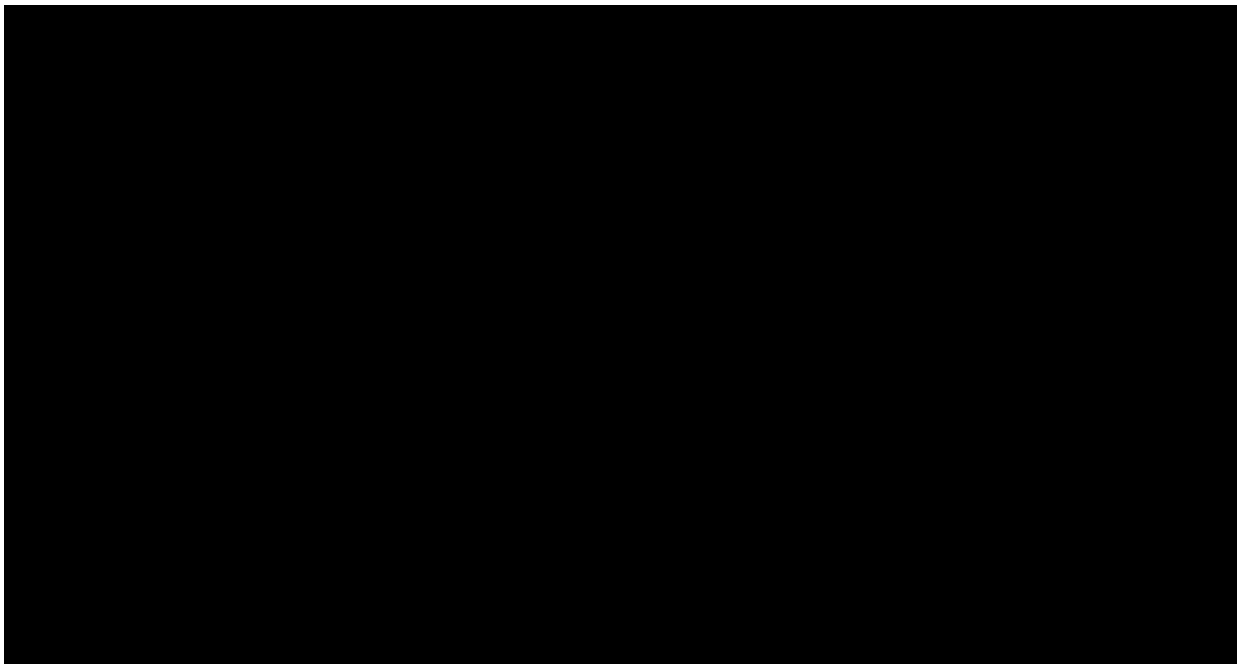
4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task and Description</u>	<u>Fee</u>
TASK 1 – "USEABLE" AIRSPACE EVALUATION	\$ 5,900
TASK 2 – DATE FOR UNIT 2 – PHASE 2 PERMIT TO OPERATE	\$ 1,300
TASK 3 – PERIODIC OPERATIONS SITE VISITS	<u>\$ 2,400</u>
TOTAL FOR TASK ORDER	\$ 9,600

- ENGINEER will invoice OWNER monthly on a task-by-task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.



FY 2020-2021 STANDARD BILLING RATES

Personnel	Hourly Rate
Professional Manager with a minimum of 20 years of experience specializing in solid waste engineering	\$160
Professional Engineer with a minimum of 20 years of experience specializing in solid waste engineering	\$145
Professional Geologist with a minimum of 20 years of experience specializing in environmental geology	\$135
Construction Manager with a minimum of 20 years of experience specializing in solid waste engineering	\$125
Engineer Intern with a Bachelor's Degree in Engineering	\$125
Environmental Technician with a minimum of 15 years of experience specializing in environmental site investigations	\$95

OTHER DIRECT COSTS

Category	Billing Method
Mileage	Published IRS Rate
Lodging	At Direct Cost (No Mark-up)
Subcontractors	At Direct Cost (No Mark-up)
Meals/Per Diem	\$0

AMENDMENT TO CONTRACT FOR ENGINEERING SERVICES

This Amendment (the “Amendment”) to Contract For Engineering Services is entered into effective this the 20th day of March, 2023 by and between **GARRETT & MOORE, INC.**, a North Carolina professional corporation (“Engineer”), and **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina (“County”) and provides as follows:

WITNESSETH:

WHEREAS, the parties entered into a Contract for Engineering Services dated December 15, 2020 (the “Original Agreement”), pursuant to which Engineer was to provide landfill expansion permitting, design, construction quality assurance, and related engineering and surveying services concerning new cell construction at Oxford Landfill;

WHEREAS, several task orders have been executed since the execution of the Original Agreement but for clarity the parties have determined to consolidate all amendments to date in this Amendment;

WHEREAS, the parties have agreed to amend the Original Agreement so as to require Engineer to provide various additional services as set forth in eight (8) task orders (Task Orders Nos. 3, 4, 5, 6, 7, 8, 10, and 11);

WHEREAS, the Original Agreement is hereby incorporated by reference as if fully set forth herein and unless otherwise noted, all defined terms in this Amendment have the same meaning given to them in the Original Agreement; and

WHEREAS, except as herein modified, the terms of the Original Agreement shall remain in full force and effect.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. SECTION 1 entitled “DESCRIPTION OF THE PROJECT” of the Original Agreement is deleted in its entirety and replaced with the following:

1. DESCRIPTION OF THE PROJECT.

- a. Engineer shall act as the Engineer for the Project. The Project shall consist of those certain engineering and environmental consulting services described in the “Task Order No. 1 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “A”** (“Task Order No. 1”); “Task Order No. 3 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “C”** (“Task Order No. 3”); and “Task Order No. 4 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “D”** (“Task Order No. 4”); “Task Order No. 5 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “E”** (“Task Order No. 5”); “Task Order No. 6 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein

by reference as **Exhibit “F”** (“Task Order No. 6”); “Task Order No. 7 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “G”** (“Task Order No. 7”); “Task Order No. 8 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “H”** (“Task Order No. 8”); “Task Order No. 10 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “I”** (“Task Order No. 10”); and “Task Order No. 11 Between Owner and Engineer for Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit “J”** (“Task Order No. 11”); the services and tasks described in Task Order No. 1, Task Order No. 3, Task Order No. 4, Task Order No. 5, Task Order No. 6, Task Order No. 7, Task Order No. 8, Task Order No. 10, and Task Order No. 11, are hereafter collectively referred to as the “Scope of Services.”

b. If additional work is needed that exceeds the Scope of Services as described in **Exhibit “A,” Exhibit “C,” Exhibit “D,” Exhibit “E,” Exhibit “F,” Exhibit “G,”** and **Exhibit “H,” Exhibit “I,”** and **Exhibit “J,”** Engineer shall inform the County. No such work shall commence without County’s prior written authorization. Such additional services shall be performed at the hourly rates set out in **Exhibit “B”** attached hereto and incorporated by reference herein. Collectively, the tasks described in the Scope of Services attached as **Exhibit “A,” Exhibit “C,” Exhibit “D,” Exhibit “E,” Exhibit “F,” Exhibit “G,” Exhibit “H,” Exhibit “I,”** and **Exhibit “J,”** shall be defined as the “Work.” Engineer shall perform the Work using its own staff except as disclosed in this Agreement, any addenda, and any Task Order. Any subcontractors must be approved in advance by the County. Prior to allowing any subcontractor to work on the Project, Engineer shall provide County with a schedule of rates for the subcontractor and certificate of insurance showing insurance coverage as required below. If subcontractors are approved to perform any portion of the Work, Engineer shall be responsible for paying all subcontractor fees.

2. SECTION 2 entitled “FEES” of the Original Agreement is deleted in its entirety and replaced with the following:
 2. FEES. The Engineer’s fees for engineering services necessary to perform the Scope of Services described herein, including Engineer’s expenses, shall be a lump sum amount not to exceed \$793,892.00, which amount consists of and will be billed on a task-by-task basis and paid as follows:

Fee Schedule

Task Order	Task and Description	Fee
1	Task 1--Jurisdictional Determination	\$10,200
1	Task 2--Surveying	\$23,200
1	Task 3--Capactiy Analysis	\$6,440
1	Task 4--Design Hydrogeologic Report	\$135,360
1	Task 5--Engineering Plan	\$63,820
1	Task 6--Construction Quality Assurance Plan	\$9,360
1	Task 7--Operation Plan	\$6,800
1	Task 8--Closure and Post-Closure Plan	\$9,900
1	Task 9--Ground-Water Monitoring Systems	\$11,680
1	Task 10--Erosion and Sediment Control Permitting	\$12,480
1	Task 11--Meetings and Site Visits	\$14,400
3	Task 1--Preliminary Wetland/Stream Delineation	\$11,000
3	Task 2--404/401 Permitting--Nationwide Permit Option	\$6,500
4	Task 1--Facility Plan Drawings	\$22,000
4	Task 2--Facility Plan Report	\$6,500
5	Task 1--Bid/Construction Documents	\$24,500
5	Task 2--Bid/Services	\$11,200
6	Task 1--Bid/Construction Documents	\$27,200
6	Task 2--Bid/Services	\$11,200
7	Task 1--Well Abandonment & Replacement Work Plan	\$900
7	Task 2--Driller Procurement, Field Work & Certification	\$11,380
8	Task 1--Jurisdictional Determination	\$4,060.00
8	Task 2--Surveying	\$1,814.93
8	Task 3--Capactiy Analysis	\$37,031.50
8	Task 4--Design Hydrogeologic Report	\$18,449.52
8	Task 5--Engineering Plan	\$16,100.00
8	Task 6--Construction Quality Assurance Plan	\$3,980.00
8	Task 7--Operation Plan	\$7,160.00
8	Task 8--Closure and Post-Closure Plan	\$151,200.00
8	Task 9--Ground-Water Monitoring Systems	\$41,272.98
8	Task 10--Erosion and Sediment Control Permitting	\$5,050.00
8	Task 11--Meetings and Site Visits	\$4,669.93
8	Task 11--Meetings and Site Visits	\$7,265.00
10	Task 1--Construction Contract Documents	\$3,560
10	Task 2--Pre-Construction Conference	\$570
10	Task 3--Administration of the Construction Contract	\$8,550
10	Task 4--Progress Meetings	\$7,928
10	Task 5--Shop Drawing Review	\$7,300
10	Task 6--Change Orders and Design Clarifications	\$1,000
10	Task 7--Review Progress Pay Requests	\$2,675
10	Task 8--CQA Services	\$9,870
10	Task 9--Contract Closeout	\$1,710
10	Task 10--Final Inspection	\$2,500
11	Task 1--NOI and SWPPP	\$14,155
	Total	\$793,892

3. Paragraph 9 of the Original Agreement is deleted in its entirety and replaced with the following:

9. INDEMNIFICATION.

- a. To the fullest extent allowed by law, Engineer shall indemnify and hold harmless County, its officers, officials, employees, agents, or indemnities (collectively called “Indemnified Parties”) from and against those Losses, liabilities, damages, and costs arising out of bodily injury to persons or damage to property proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer’s agents, or the Engineer’s employees.
- b. In matters other than those covered by subsection 9.a., above, and to the fullest extent allowed by law, Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- c. Nothing in this Section 9 shall be construed to require the Engineer to defend County, its independent contractors, agents, employees, indemnitees, or any other person or entity against liability or claims for damages or expenses, including attorney’s fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Engineer, County, or their Derivative Parties, whether the claim is alleged or brought in tort or contract.
- d. Costs and expenses shall include attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified.
- e. The Engineer’s duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- f. Definitions:
 - i. For the purposes of Section 9 the term “Fault” shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of Section 9 the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

For the purposes of Section 9 the term “Derivative Parties” shall mean any of the Engineer’s subcontractors, agents, employees, or other persons or entities for which

the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

4. Engineer warrants that it is and shall remain in compliance with the “E-Verify” provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Engineer shall require that all subcontractors providing services related to this Agreement be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements of this subsection shall be an event of default hereunder.
5. Engineer represents that as of the date of this Agreement, Engineer is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Engineer also represents that as of the date of this Agreement, Engineer is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
6. This Amendment is effective as of the date of the Original Agreement.
7. That except as herein modified, the terms of the Original Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Attest:

GRANVILLE COUNTY,

A Body Politic and Corporate of the State of North Carolina

Debra A. Weary, Clerk

By _____
Drew Cummings, County Manager

Date: _____

GARRETT AND MOORE, INC.

By: _____
Vance F. Moore, P.E., President

Date: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen M. McNally, Finance Director
County of Granville

EXHIBIT A

TASK ORDER NO. 1
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated 15th day of December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**LANDFILL EXPANSION PERMITTING SERVICES
GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL**

1. The Basic Services of ENGINEER for this Task Order are as follows:

OWNER desires to expand the Granville County Granville County Subtitle D Municipal Solid Waste Landfill (Permit #3901-MSWLF-2012 (Unit 2)) located at 6584 Landfill Road, Oxford, NC. ENGINEER will prepare permit application documents on a schedule that will provide for construction of the expansion area no later than December 2020.

ENGINEER will prepare a permit application in accordance with 15A NCAC 13B .1617 APPLICATION REQUIREMENTS FOR MSWLF FACILITIES, as follows:

A complete application for an amendment to the permit shall contain:

- (1) An updated engineering plan prepared in accordance with Rule .1620.
- (2) An updated construction quality assurance plan prepared in accordance with Rule .1621.
- (3) An updated operation plan prepared in accordance with Rule .1625.
- (4) An updated closure and post-closure plan prepared in accordance with Rule .1629; and
- (5) An updated water quality monitoring plan prepared as set forth in Paragraph (b) of Rule .1623.

Tasks 1 through 11 outlined below provide the scope of services necessary to permit the planned landfill expansion.

TASK 1 - JURISDICTIONAL DETERMINATION

Previous studies have identified a stream and wetland feature that exists to the east of the proposed expansion area. Verifying and locating the stream/wetland feature is necessary to prepare the Engineering Plan drawings for the proposed expansion. ENGINEER will provide a wetland scientist to perform the jurisdictional determination and field location of the stream/wetland feature. The jurisdictional determination will be submitted to DEQ and Corps of Engineers for verification and approval. The verification will include confirmation of the regulatory buffers required for the stream/wetland feature.

TASK 2 - SURVEYING

ENGINEER will subcontract with a licensed surveyor to prepare the following deliverables:

1. A survey of the Wetland/Jurisdictional stream determination prepared under Task 1.
2. Drone aerial image and survey of the Unit 2 area, including SB-4. Approximate acreage based on the Facility Plan drawing is 45 acres.
3. Supplemental ground survey as needed in the heavily wooded area of Phase 2. The survey will be continuous from the stream bank into the Phase 2 area.
4. A survey of the new borings/piezometers to be installed under Task 4.

TASK 3 - CAPACITY ANALYSIS

ENGINEER will utilize the drone aerial survey to perform a capacity analysis of the Phase 1 area. The capacity analysis will verify the remaining airspace and life expectancy of the Phase 1 area. ENGINEER will prepare preliminary designs of varying expansion areas to establish the relationship of expansion area versus capacity provided.

ENGINEER will evaluate the capacity provided, the time to place a lift of waste across the expansion area, and the layout/orientation of the landfill cells.

ENGINEER will prepare a summary report and make a recommendation to the OWNER regarding the most practical expansion area to pursue.

TASK 4 - GEOLOGIC AND HYDROGEOLOGIC INVESTIGATIONS FOR MSWLF FACILITIES – DESIGN HYDROGEOLOGIC REPORT

ENGINEER will prepare a Design Hydrogeologic Report in accordance with 15A NCAC 13B .1623 to address the following regulation excerpt:

- (1) A geological and hydrogeological report shall be submitted in the application for the Permit to Construct. This report shall contain the information required by Subparagraphs (2) and (3) of this Paragraph. The number and depths of borings required shall be based on the geologic and hydrogeologic characteristics of the landfill facility. At a minimum, there shall be an average of one boring for each acre of the area of investigation, unless otherwise authorized by the Division, where the area of investigation shall be defined by the Division's review of the Site Study and by the scope and purpose of the investigation as follows:
 - (A) The investigation shall provide adequate information to demonstrate compliance with the vertical separation and foundation standards set forth in Subparagraphs (b)(4) and (b)(7) of Rule .1624 of this Section, and Paragraph (e) of Rule .1680 of this Section.
 - (B) The report shall include an investigation of the hydrogeologic characteristics of the uppermost aquifer for the proposed phase of landfill development and any leachate surface impoundment or leachate disposal facility. The purpose of this investigation is to provide more detailed and localized data on the hydrogeologic regime for this area in order to design an effective water quality monitoring system.

In preparing the fees for the Design Hydro field investigations, we reviewed the boring logs (geologic conditions, groundwater levels, and bedrock) advanced in the existing Phase 1 area and the future Phase 2 area. The Rules require one boring (with well/piezometer) per acre in the phase footprint. While the Phase 2 area footprint has not yet been determined, it appears some borings/piezometers exist in the anticipated Phase 2 area. For this proposal, we have assumed a total of 10 new borings/piezometers (9 locations, one set of deep/shallow piezometers) will be required to supplement the existing borings and satisfy the regulatory required density. The new borings/piezometers are planned to be advanced at various depths to enable characterization of the project area. The fees for this task are based on our review of the existing data and our assumptions for the requirements of the new borings/piezometers, however, the final number of new borings/piezometers and boring depths will be based on those agreeable to the NCDEQ.

- (2) The Design Hydrogeologic Report shall provide, at a minimum, the following information:
 - (A) The information required in Subparagraphs (a)(4) through (a)(12) of this Rule.

- (B) All technical information necessary to determine the design of the monitoring system as required by Rule .1631(c) of this Section.
- (C) All technical information necessary to determine the relevant point of compliance as required by Rule .1631(a)(2)(B) of this Section.
- (D) Rock corings (for sites located in the piedmont or mountain regions) for which the numbers, locations, and depths are adequate to provide an understanding of the fractured bedrock conditions and ground-water flow characteristics of at least the upper 10 feet of the bedrock. Testing for the corings shall provide, at a minimum, the following information:
 - (i) Rock types;
 - (ii) Recovery values;
 - (iii) Rock Quality Designation (RQD) values;
 - (iv) Saturated hydraulic conductivity and secondary porosity values; and
 - (v) Rock descriptions, including fracturing and jointing patterns, etc.
- (E) A ground-water contour map based on the estimated long-term seasonal high water table that is superimposed on a topographic map and includes the location of all borings and rock cores and the water table elevations or potentiometric data at each location used to generate the ground-water contours.

TASK 5 - 15A NCAC 13B .1620 ENGINEERING PLAN

ENGINEER will prepare an engineering plan in accordance with Rule 15A NCAC 13B .1620 as follows:

The engineering plan incorporates the detailed plans and specifications relative to the design and performance of the landfill's containment and environmental control systems. This plan sets forth the design parameters and construction requirements for the components of the landfill's systems and establishes the responsibilities of the design engineer. The engineered components are described in Rule .1624 of this Section. As required under Rule .1617 of this Section, the owner or operator shall submit an engineering plan which meets the requirements of this Rule.

An engineering plan shall be prepared for a phase of development not to exceed approximately five years of operating capacity, consistent with the development phases and design criteria defined in the facility plan. The original and subsequent plans must

incorporate the design of leachate management and other environmental control facilities. The engineering plan shall contain a report and a set of drawings which consistently represent the engineering design.

An engineering report must contain:

- (1) An analysis of the facility design that conforms to:
 - (A) The standards for the foundation and the base liner system set forth in Rule .1624.
 - (B) The standards for the cap system set forth in Paragraph (c) of Rule .1627; and
 - (C) The standards for the leachate storage facilities set forth in Rule .1680.
- (2) A summary of the facility design that includes:
 - (A) A discussion of the analytical methods used to evaluate the design;
 - (B) Definition of the critical conditions evaluated and assumptions made;
 - (C) A list of technical references used in the evaluation; and
 - (D) Completion of any applicable location restriction demonstrations in accordance with Rule .1622.
- (3) A description of the materials and construction practices that conforms to the requirements set forth in Rule .1624 of this Section, and is consistent with the analysis of the facility design prepared in accordance with this Part.
- (4) A copy of the Design Hydrogeologic Report prepared in accordance with Paragraph (b) of Rule .1623.

Engineering drawings must clearly illustrate:

- (1) Existing conditions: site topography, features, existing disposal areas, roads, buildings;
- (2) Grading plans: proposed limits of excavation, subgrade elevations, boring locations, intermediate grading for partial construction;
- (3) Base liner system: grades for top of composite liner, slopes, anchor configuration, liner penetration locations and details;

- (4) Leachate collection system: base elevations, piping system grade and inverts, cleanouts, valves, sumps, top of protective cover elevations, and details;
- (5) Stormwater segregation system: location and detail of features;
- (6) Cap system: base and top elevations, landfill gas collection, infiltration barrier, surface water removal, protective and vegetative cover, and details;
- (7) Temporary and permanent sedimentation and erosion control plans;
- (8) Vertical separation requirements incorporating boring locations, cross sections, the maps prepared in accordance with Rule .1623 (b)(2)(E) and (F) of this Section, and the grading plans; and
- (9) Additional engineering features and details.

TASK 6 - 15A NCAC 13B .1621 CONSTRUCTION QUALITY ASSURANCE PLAN

The construction quality control and quality assurance (CQA) plan must describe the observations and tests that will be used before, during, and upon completion of construction to ensure that the construction materials meet the design specifications and the construction and certification requirements set forth in Rule .1624 of this Section. The CQA plan must also describe the procedures to ensure that the integrity of the landfill systems will be maintained prior to waste placement.

For construction of each cell, the CQA plan shall include, but not be limited to:

- (1) Responsibilities and authorities. The plan shall establish responsibilities and authorities for the construction management organization. A pre-construction meeting shall be conducted prior to beginning construction of the base liner system for a new cell. The meeting shall include a discussion of the construction management organization, respective duties during construction, and periodic reporting requirements for test results and construction activities.
- (2) Inspection activities. A description of all field observations, tests, equipment, calibration procedures for field testing equipment that will be used to ensure that the construction and installation meets or exceeds all design criteria established in accordance with Rules .1620 and .1624 of this Section must be presented in the CQA plan.

- (3) Sampling strategies. A description of all sampling protocols, sample size, methods for determining sample locations and frequency of sampling must be presented in the CQA plan.
- (4) Documentation. Reporting requirements for CQA activities must be described in detail in the CQA plan. Progress and troubleshooting meetings, daily and monthly, must be addressed in the plan and the contents of the meetings must be documented.

TASK 7 - 15A NCAC 13B .1625 OPERATION PLAN FOR MSWLF FACILITIES

The operator of a MSWLF unit shall maintain and operate the facility according to the operation plan prepared in accordance with this Rule.

ENGINEER will prepare an operation plan for the expansion phase of landfill development. The plan shall include drawings and a report clearly defining the information proposed for the Division approved plan.

Operation drawings. Drawings shall be prepared for each phase of landfill development. The drawings shall be consistent with the engineering plan and prepared in a format which is useable for the landfill operator. The operation drawings shall illustrate the following:

- (A) Existing conditions, including the known limits of existing disposal areas;
- (B) Progression of construction cells for incremental or modular construction;
- (C) Progression of operation, including initial waste placement, daily operations, transition contours, and final contours;
- (D) Leachate and stormwater controls for active and inactive subcells;
- (E) Special waste areas within the MSWLF unit;
- (F) Buffer zones, noting restricted use; and
- (G) Stockpile and borrow operations.

Operation report. The report shall provide a narrative discussion of the operation drawings and contain a description of the facility operation that conforms to the requirements of Rule .1626.

TASK 8 - 15A NCAC 13B .1629 CLOSURE AND POST-CLOSURE PLAN

As required under Rule .1617 of this Section, the owner or operator shall submit a closure and post-closure plan which meets the requirements of this Rule. ENGINEER will prepare a Closure and Post-Closure Plan in accordance with the following:

A written closure plan that describes the steps necessary to close all MSWLF units at any point during its active life in accordance with the cap system requirements in Paragraph (c) of this Rule, as applicable. The closure plan, at a minimum, must include the following information:

- (A) A description of the cap system and the methods and procedures to be used to install the cap that conforms to the requirements set forth in Paragraph (c) of Rule .1627.
- (B) An estimate of the largest area of the MSWLF unit ever requiring the specified cap system at any time during the active life that is consistent with the drawings prepared for:
 - (i) The operation plan, for an existing MSWLF unit; or
 - (ii) The engineering plan or facility plan, for a lateral expansion or new MSWLF unit.
- (C) An estimate of the maximum inventory of wastes ever on-site over the active life of the landfill facility; and
- (D) A schedule for completing all activities necessary to satisfy the closure criteria set forth in Paragraph (c) of Rule .1627.

Financial Assurance: ENGINEER will prepare the cost estimate for closure required under Rule .1628 of this Section as a component of the plan.

ENGINEER will prepare a post-closure plan will address the following:

- (1) A description of the monitoring and maintenance activities required in Paragraph (d) of Rule .1627 for each MSWLF unit, and the frequency at which these activities shall be performed;
- (2) Name, address, and telephone number of the person or office to contact about the facility during the post-closure period; and
- (3) A description of the planned uses of the property during the post-closure period. Post-closure use of the property shall not disturb the integrity of the cap system, base liner system, or any other components of the containment system, or the function of the monitoring systems unless necessary to comply with the

requirements in this Section. The Division may approve any other disturbance if the owner or operator demonstrates that disturbance of the cap system, base liner system, or other component of the containment system, including any removal of waste, will not increase the potential threat to human health or the environment.

Financial Assurance: ENIGNEER will prepare the cost estimate for post-closure required under Rule .1628 of this Section as a component of the plan.

TASK 9 - 15A NCAC 13B .1631 GROUND-WATER MONITORING SYSTEMS

A ground-water monitoring system shall be installed that consists of a sufficient number of wells, installed at appropriate locations and depths, to yield ground-water samples from the uppermost aquifer that:

- (1) Represent the quality of the background ground water that has not been affected by leakage from the unit. Normally, determination of background water quality will be based on sampling of a well or wells that are hydraulically upgradient of the waste management area. However, the determination of background water quality may include sampling of wells that are not hydraulically upgradient of the waste management area where:
 - (A) Hydrogeologic conditions do not allow the owner or operator to determine which wells are hydraulically upgradient; or
 - (B) Hydrogeologic conditions do not allow the owner or operator to place a well in a hydraulically upgradient location; or
 - (C) Sampling at other wells will provide an indication of background ground-water quality that is as representative as that provided by the upgradient well(s); and
- (2) Represent the quality of ground water passing the relevant point of compliance as approved by the Division. The downgradient monitoring system shall be installed at the relevant point of compliance so as to ensure detection of ground-water contamination in the uppermost aquifer.
 - (A) The relevant point of compliance shall be established no more than 250 feet from a waste boundary, and shall be at least 50 feet within the facility property boundary.
 - (B) In determining the relevant point of compliance, the Division shall consider recommendations made by the owner or operator based upon consideration of at least the following factors:

- (i) The hydrogeologic characteristics of the facility and surrounding land;
- (ii) The volume and physical and chemical characteristics of the leachate;
- (iii) The quantity, quality, and direction, of flow of ground water;
- (iv) The proximity and withdrawal rate of the ground-water users;
- (v) The availability of alternative drinking water supplies;
- (vi) The existing quality of the ground water, including other sources of contamination and their cumulative impacts on the ground water, and whether the ground water is currently used or reasonably expected to be used for drinking water;
- (vii) Public health, safety, and welfare effects; and
- (viii) Practicable capability of the owner or operator.

Monitoring wells shall be designed and constructed in accordance with the applicable North Carolina Well Construction Standards as codified in 15A NCAC 2C.

- (1) Owner or operators shall obtain approval from the Division for the design, installation, development, and decommission of any monitoring well or piezometer. Documentation shall be placed in the operating record and provided to the Division in a timely manner.
- (2) The monitoring wells and piezometers shall be operated and maintained so that they perform to design specifications throughout the life of the monitoring program.

The number, spacing, and depths of monitoring systems shall be determined based upon site-specific technical information that shall include investigation of:

- (1) Aquifer thickness, ground-water flow rate, and ground-water flow direction, including seasonal and temporal fluctuations in ground-water flow; and
- (2) Unsaturated and saturated geologic units (including fill materials) overlying and comprising the uppermost aquifer; including but not limited to: thicknesses, stratigraphy, lithology, hydraulic conductivities, porosities and effective porosities.

The proposed monitoring plan shall be:

- (1) Certified by a Licensed Geologist or Professional Engineer to be effective in providing early detection of any release of hazardous constituents (from any point in a disposal cell or leachate surface impoundment) to the uppermost aquifer, so as to be protective of public health and the environment; and
- (2) Approved by the Division. Upon approval by the Division, a copy of the approved monitoring plan shall be placed in the operating record.

The Division may require the use of alternative monitoring systems in addition to ground-water monitoring wells at sites:

- (1) Where the owner or operator does not control the property from any landfill unit to the ground-water discharge feature(s); or
- (2) Sites with hydrogeologic conditions favorable to detection monitoring by alternative methods.

The owner or operator shall submit a monitoring system plan for approval by the Division as required by Rules .1603 and .1617 of this Section.

TASK 10 – EROSION AND SEDIMENT CONTROL PERMITTING

ENGINEER will prepare an Erosion and Sediment Control Plan for approval by DEQ Land Quality Section and in accordance with Sedimentation Pollution Control Act of 1973 and the corresponding Erosion and Sediment Control Planning and Design Manual.

TASK 11 – MEETING AND SITE VISITS

ENGINEER will participate in planned meetings with County staff to review permitting documents as needed to maintain the project schedule.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
2. Provide a copy of the 2015 Spatial Data Consultants aerial image and topography.

3. The time period for the performance of ENGINEER's services are as follows:

- ENGINEER will perform the tasks under its control based on the schedule that was provided to the County in the statement of qualifications, which is attached to this Task Order.
- ENGINEER does not control the time frame required for monitoring of the seasonal high groundwater, regulatory review, or Owner review.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

TABLE 1 - FEE SCHEDULE

TASK AND DESCRIPTION	FEE
TASK 1 - JURISDICTIONAL DETERMINATION	\$ 10,200
TASK 2 - SURVEYING	\$ 23,200
TASK 3 - CAPACITY ANALYSIS	\$ 6,440
TASK 4 - DESIGN HYDROGEOLOGIC REPORT	\$ 135,360
TASK 5 - ENGINEERING PLAN	\$ 63,820
TASK 6 - CONSTRUCTION QUALITY ASSURANCE PLAN	\$ 9,360
TASK 7 - OPERATION PLAN	\$ 6,800
TASK 8 - CLOSURE AND POST-CLOSURE PLAN	\$ 9,900
TASK 9 - GROUND-WATER MONITORING SYSTEMS	\$ 11,680
TASK 10 - EROSION AND SEDIMENT CONTROL PERMITTING	\$ 12,480
TASK 11 - MEETINGS AND SITE VISITS	\$ 14,400
TASK ORDER TOTAL	\$ 303,640

ENGINEER will invoice OWNER monthly on a task by task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

FIGURE 1
Granville County Oxford Subtitle D Landfill Unit 2 - Phase 2 Permitting & Construction

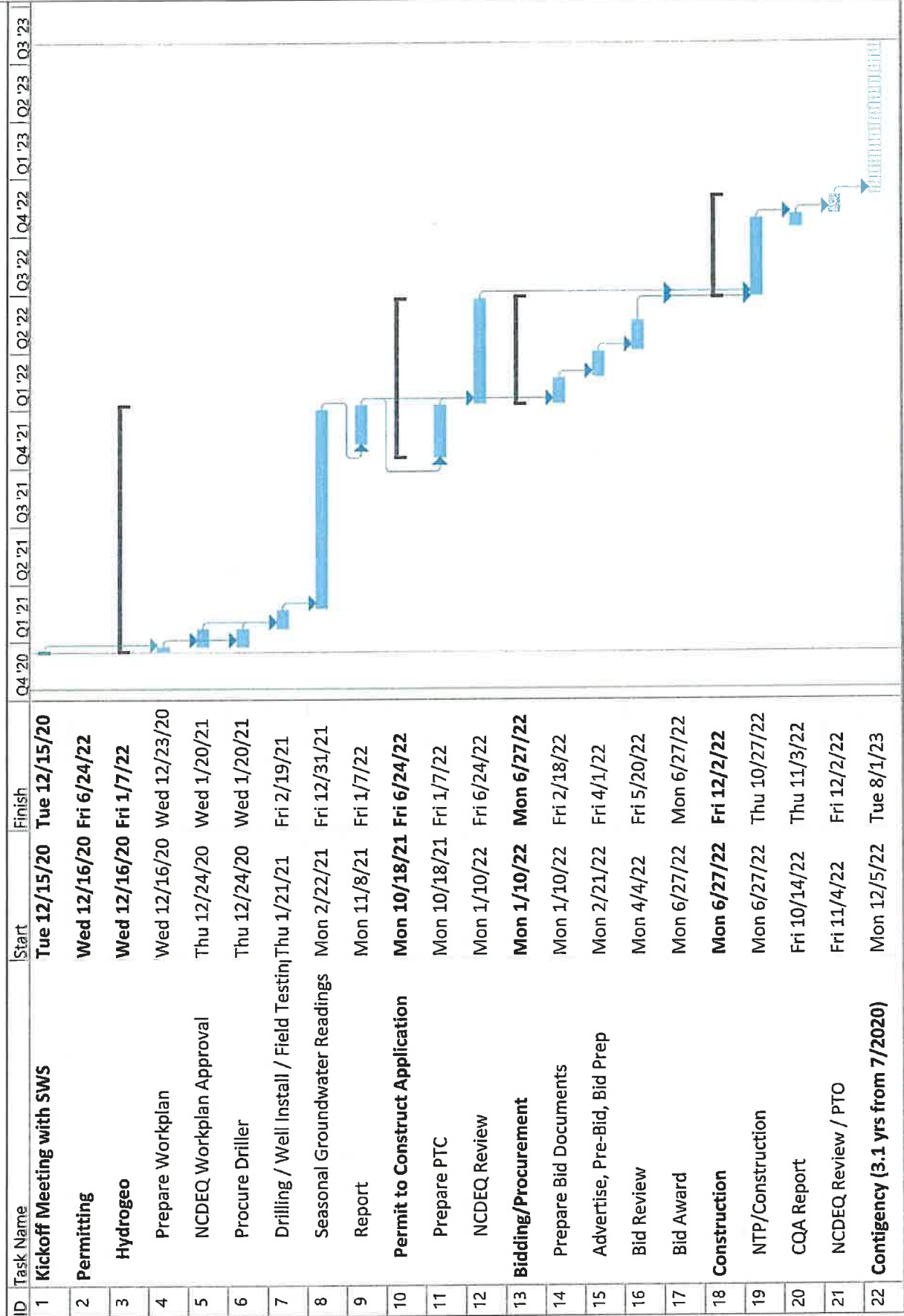


EXHIBIT B

FY 2020-2021 STANDARD BILLING RATES

Personnel	Hourly Rate
Professional Manager with a minimum of 20 years of experience specializing in solid waste engineering	\$160
Professional Engineer with a minimum of 20 years of experience specializing in solid waste engineering	\$145
Professional Geologist with a minimum of 20 years of experience specializing in environmental geology	\$135
Construction Manager with a minimum of 20 years of experience specializing in solid waste engineering	\$125
Engineer Intern with a Bachelor's Degree in Engineering	\$125
Environmental Technician with a minimum of 15 years of experience specializing in environmental site investigations	\$95

OTHER DIRECT COSTS

Category	Billing Method
Mileage	Published IRS Rate
Lodging	At Direct Cost (No Mark-up)
Subcontractors	At Direct Cost (No Mark-up)
Meals/Per Diem	\$0

EXHIBIT C

TASK ORDER NO. 3
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated 31st day of December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL
FACILITY WETLAND AND STREAM DELINEATION**

Background

Wetlands in and around the upcoming Unit 2 Phase 2 landfill expansion project have been delineated under Task Order No. 1. Engineer has determined that impacting a wetland/stream adjacent to the Unit 2 Phase 2 expansion will facilitate the construction project. Specifically, the proposed Unit 2 Phase 2 expansion will produce approximately 90,000 cubic yards of excess soil material that will need to be stockpiled. Stockpiling the soil immediately adjacent to the Unit 2 Phase 2 expansion (as opposed to another location on the site) will result in a lower cost project for the County. Permitting of this wetland/stream impact prior to Unit 2 Phase 2 expansion is preferred. This wetland/stream impact is required to construction the remaining Unit 2 landfill phases subsequent to Phase 2.

Based on Engineer's review of previous permitting documents, Engineer has recommended Granville County prepare a modification to the approved Facility Plan for the Granville County Subtitle D Municipal Solid Waste Landfill. To prepare the modification to the Facility Plan, Engineer will need an updated and current wetland and stream delineation. Under this task order, Engineer will retain the services of a wetland specialist to prepare the wetland and stream delineation.

The result of this task order will be a prioritization of the desired wetland/stream impacts that are needed for the Unit 2 Phase 2 expansion and the future development of the Facility Plan. The prioritized wetland/stream impacts, up to the quantity allowed for by a Nationwide permit, will be submitted to the US Army Corps of Engineers for approval.

Based on evaluations completed to date, Engineer has assumed that a **Nationwide** permit will be the preferred approach to permitting the wetland and stream impacts required. The alternative of preparing an **Individual** permit, which will be significantly

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task and Description</u>	<u>Fee</u>
TASK 1 – Preliminary Wetland/Stream Delineation	\$ 11,000
TASK 2 – 404/401 Permitting – Nationwide Permit Option	\$ 6,500
TOTAL FOR TASK ORDER	\$ 17,500

- ENGINEER will invoice OWNER monthly on a task-by-task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

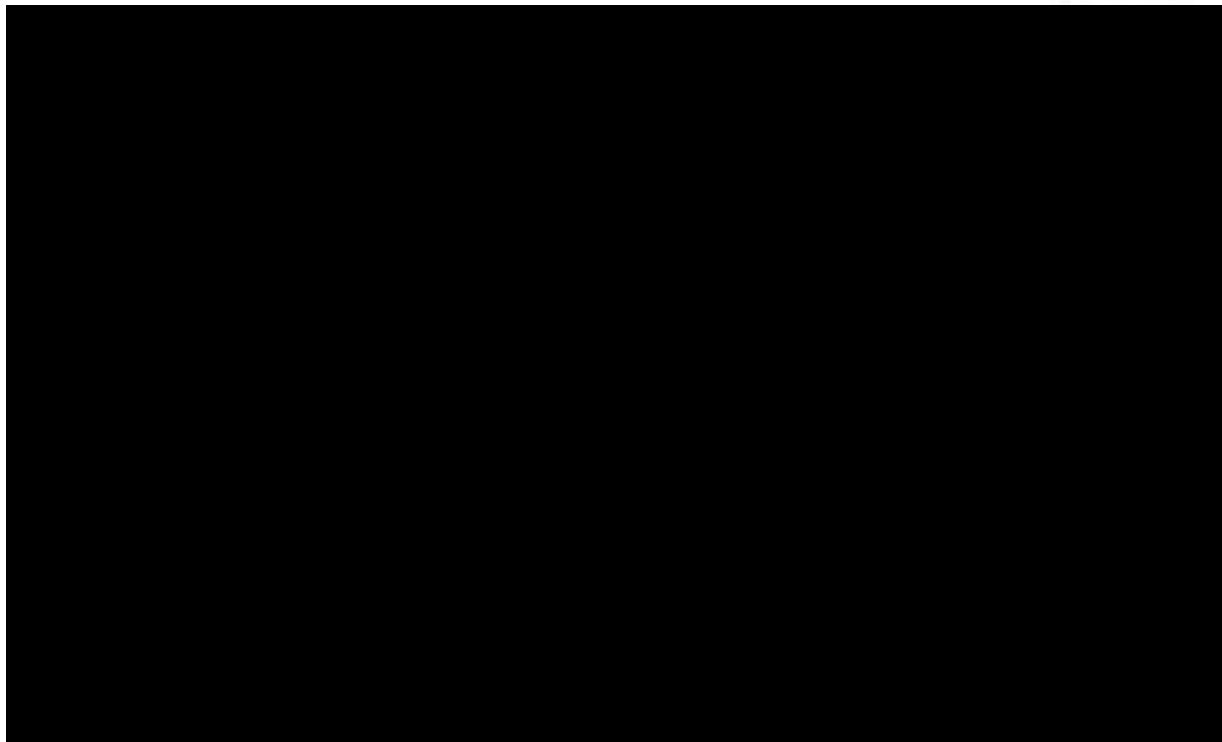


EXHIBIT D

**TASK ORDER NO. 4
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES**

**FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS**

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**FACILITY PLAN MODIFICATION
GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL**

1. The Basic Services of ENGINEER for this Task Order are as follows:

ENGINEER has prepared and submitted permit application documents for the Unit 2, Phase 2 Expansion of the Granville County Granville County Subtitle D Municipal Solid Waste Landfill (Permit #3901-MSWLF-2012) located at 6584 Landfill Road, Oxford, NC.

During preparation of the Unit 2, Phase 2 Expansion permit documents, ENGINEER determined that a modification to the Facility Plan is necessary.

In accordance with 15A NCAC 13B .1619 FACILITY PLAN, the facility plan shall define the comprehensive development of the property proposed for permit or described in the permit of an existing facility. The plan shall include a set of drawings and a report that present the long-term, general design concepts related to construction, operation, and closure of the MSWLF unit(s), including leachate management. The scope of the plan shall span the active life of the MSWLF unit(s). Additional solid waste management facilities located at the MSWLF facility shall be identified in the plan and shall meet the requirements of this Subchapter. The facility plan shall define the waste stream proposed for management at the MSWLF facility. If different types of landfill units or non-disposal activities are included in the facility design, the plan shall describe general waste acceptance procedures.

The purpose of this Task Order is to modify the Facility Plan, including the Facility Drawings and Facility Report.

TASK 1 – FACILITY PLAN DRAWINGS

Facility Drawings. The facility plan shall include the following drawings:

(1) Site Development. The two drawings that plot site development shall be prepared on topographic maps representative of existing site conditions; and the maps shall locate or delineate the physical features referenced in Rule .1622 of this Section and shall incorporate a survey locating all property boundaries for the proposed landfill facility certified by a licensed professional land surveyor, if required by G.S. 89C.

(A) Landfill units and leachate facilities. This drawing shall delineate the areal limits of all landfill units and leachate facilities and incorporate the buffer requirements set forth in Rule .1624(b)(3) of this Section and the maximum allowed disposal area set forth in Rule .1624(b)(17) of this Section.

(B) All facilities. This drawing shall locate all solid waste management facilities and facility infrastructure, including landfill units and leachate facilities.

ENGINEER will prepare the Site Development Drawings as described above.

(2) Landfill Construction. All on-site grading activities related to the construction and operation of the MSWLF unit(s) shall be illustrated in facility drawings which:

(A) delineate the limits of grading, including borrow and stockpile areas;

(B) define phases of development in increments of five years of operating capacity, up to the entire extent of the disposal boundary for the life-of-site;

(C) propose base grades for the MSWLF unit(s);

(D) delineate the location of access roads, sedimentation basins, leachate pipeline and storage or treatment facilities and other structures related to the operation of the MSWLF unit; and

(E) propose final contours for the MSWLF unit(s) and facility features for closure that comply with the maximum allowed height requirement of Rule .1624(b)(17) of this Section.

ENGINEER will prepare the Landfill Construction Drawings as described above. ENGINEER will use prior hydrogeologic reports and studies to define the groundwater and bedrock maps.

(3) Landfill Operation. The following information related to the long-term operation of the MSWLF units shall be included in facility drawings:

(A) general grade and flow direction for the drainage layer component of the leachate collection system;

(B) size, location, and general grade for the leachate piping system, including on-site pipelines to leachate management facilities;

(C) proposed transitional contours for each phase of development, including operational grades for existing phase(s) and construction grading for the new phase; and

(D) if included in the design, stormwater segregation features and details for inactive landfill subcells.

ENGINEER will prepare the Landfill Operations Drawings as described above.

TASK 2 – FACILITY PLAN REPORT

Facility Report. The facility plan shall include the following information:

(1) Waste stream. A discussion of the characteristics of the wastes received at the facility and facility specific management plans shall incorporate:

(A) the types of waste specified for disposal;

(B) average monthly disposal rates and estimated variance;

(C) the area served by the facility;

(D) procedures for segregated management at different on-site facilities; and

(E) equipment requirements for operation of the MSWLF unit.

(2) Landfill Capacity. An analysis of landfill capacity and soil resources shall be performed.

(A) The data and assumptions used in the analysis shall be included with the facility drawings and disposal rates specified in the facility plan; and representative of operational requirements and conditions.

(B) The conclusions shall provide accurate volumetric estimates of total operating capacity that does not exceed the maximum allowed capacity defined in Rule .1624(b)(17) of this Section; operating capacity for each stage of development; in-place ratio of waste to soil; available soil resources from on-site or specific off-site sources; required quantities of soil for landfill construction, operation, and closure; and the estimated operating life of all MSWLF units in years.

(3) Containment and environmental control systems. A general description of the systems designed for proper landfill operation, system components, and corresponding functions shall be provided.

(4) Leachate Management. An analysis of the leachate management requirements and plans for the MSWLF facility shall incorporate the information required under this Subparagraph.

(A) The performance of and design concepts for the leachate collection system within active areas of the MSWLF unit and any storm water segregation included in the engineering design shall be described.

(B) Normal operating conditions. Normal operating conditions shall be defined and shall consider surge volumes generated by storm events; and average monthly values for leachate generation representative of the landfill's environment and operation using empirically derived estimates, or for landfill expansions, actual leachate generation data from the existing landfill.

(C) Leachate management system. A description of the leachate management system components and their engineered function shall be provided, and shall include leachate pipeline operating capacity; capacity of the storage and if applicable, the treatment facilities; and final disposal plans and applicable discharge limits, including documented prior approval of the waste water treatment plant which may be designated in the plan.

(D) A contingency plan shall be prepared for storm surges or other considerations exceeding design parameters for the storage or treatment facilities.

(5) Special engineering features. A description of any special engineering features specific to the landfill that the applicant is proposing shall be provided.

ENGINEER will prepare the Facility Plan report to address items (1) – (5) above.

(6) Traffic study. A traffic study and NC Department of Transportation certification shall be prepared as required by G.S. 130A-295.5 and in accordance with the effective date and applicability set forth in S.L. 2007-550, s. 8.(b).

Modifications to this part of the Facility Plan are not proposed and therefore are not included in this scope of work.

(7) Study of Environmental Impacts. A study of environmental impacts shall be conducted as required by G.S. 130A-295.6(a) and in accordance with the effective dates and

applicability requirements in S.L. 2007-550, s. 9.(b) and S.L. 2013-413, s. 59.1 as amended by S.L. 2013-410, s. 47.6.

Modifications to this part of the Facility Plan are not proposed and therefore are not included in this scope of work.

2. The responsibilities of OWNER are as follows:

- Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.

3. The time period for the performance of ENGINEER's services are as follows:

- ENGINEER will complete Tasks 1 and 2 within 60 days of approval of this Task Order.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task and Description</u>	<u>Fee</u>
TASK 1 – Facility Plan Drawings	\$ 22,000
TASK 2 – Facility Plan Report	<u>\$ 6,500</u>
TOTAL FOR TASK ORDER	\$ 28,500

- ENGINEER will invoice OWNER monthly on a task by task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

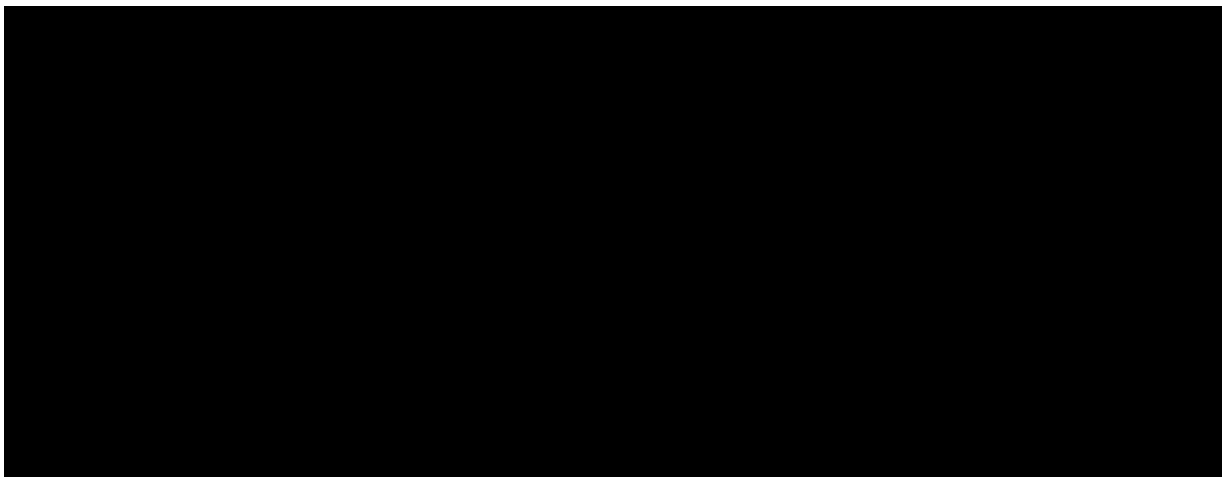


EXHIBIT E

TASK ORDER NO. 5
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL
UNIT 2 PHASE 2 EXPANSION
BID/CONSTRUCTION DOCUMENTS AND BIDDING SERVICES**

1. The Basic Services of ENGINEER for this Task Order are as follows:

TASK 1 – BID/CONSTRUCTION DOCUMENTS

ENGINEER will prepare construction drawings based on the permitted design for the Phase 2 expansion. ENGINEER will use DEQ approved solid waste permit drawings and DEQ approved erosion and sediment control permit drawings to complete the construction drawings. Supplemental drawings may be added as needed. ENGINEER will prepare CADD files, in multiple file formats, for contractors' use in bidding and construction. CADD files will include a 3-D model of the approved grading plan and all planimetric data necessary for the contractor to perform quantity take offs during bidding and to conduct surveying and machine control grading during construction.

ENGINEER will prepare a Project Manual to include bidding and contract documents and technical specifications.

ENGINEER will prepare bidding and contract documents using the Standard General Conditions of the Construction Contract as prepared by the Engineer's Joint Contract Documents Committee (EJCDC).

As part of the bidding and contract documents, the ENGINEER will prepare a detailed unit rate bid form and measurement and payment specification.

ENGINEER will compile Divisions 1-16 of the technical specifications for the project based on permitted design. Specification sections will be added, in addition to those approved by NCDEQ, for the General Requirements of the

contract including: Summary of Work, Measurement and Payment, Application for Payment, Special Project Procedures, Change Order Procedures, Field Engineering, Project Meetings, Construction Schedules, Shop Drawings, Construction Photographs, Testing and Laboratory Services, Substitutions and Product Options, Contract Closeout, Project Record Documents, and Warranties and Bonds.

ENGINEER will submit the Construction Drawings and Project Manual to the OWNER for review by OWNER staff at 90% complete. Based on review comments, ENGINEER will revise the Project Manual consistent with review comments and make additional revisions as necessary.

TASK 2 – BID SERVICES

ENGINEER will facilitate bidding on the final Contract Documents consisting of the final Construction Drawings and final Project Manual.

During the Bid Phase of the project, ENGINEER will:

1. Provide contract documents to the County's purchasing department for advertisement on the County's website.
2. Address contractor questions/comments about the Contract Documents.
3. Compile and maintain a record of prospective bidders.
4. Prepare addenda, as necessary, to address changes to the Contract Documents. Addenda or addenda items requested by or necessitated by changes made by the OWNER may require additional fees.
5. Attend and/or conduct the pre-bid conference.

In preparing the fees for this task, the ENGINEER has assumed that all Contract Documents will be provided electronically in pdf format to bidders through the County's website. Print copies of the Contract Documents will not be provided to bidders by the ENGINEER.

If re-bidding of the project is necessary due to an insufficient number of bidders, a bid irregularity, or at the desire of the OWNER and through no fault of the ENGINEER, ENGINEER may request additional compensation for handling the re-bid.

ENGINEER will assist the OWNER in evaluating the bids by preparing bid tabulations, reviewing the bids for accuracy, reviewing the required document qualification information contained in the contract documents, and determining the acceptability of contractors, suppliers, and substitute equipment.

Within 10 business days of the OWNER providing bid documents to ENGINEER, ENGINEER will make a recommendation to the OWNER for the best-qualified, responsive, responsible bidder to award the contract.

If additional work is necessitated by re-evaluation of the bids/bidders or by disqualification of the low bidder(s), additional fees may be needed.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
2. Post the advertisement for bids on the County's purchasing website and other bidding services typically used by the County and pay all necessary advertisement fees.

3. The time period for the performance of ENGINEER's services are as follows:

- Tasks 1 will be completed within 60 days following authorization by the OWNER.
- Task 2 will proceed immediately following the OWNER's final approval of the Contract Documents and assumes a 30-day bid period.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task/Description</u>	<u>Fee</u>
Task 1 – Bid/Construction Documents	\$24,500
Task 2 – Bid Services	<u>\$11,200</u>
Total Fee for Task Order	\$35,700

Engineer will invoice Owner monthly by task based on percent complete.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

EXHIBIT F

TASK ORDER NO. 6
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL
LEACHATE TANK NO. 2
CONSTRUCTION BID DOCUMENTS AND BIDDING SERVICES**

1. The Basic Services of ENGINEER for this Task Order are as follows:

TASK 1 – BID/CONSTRUCTION DOCUMENTS

ENGINEER will prepare construction drawings for the installation of Leachate Tank No. 2. The drawings will address the tank construction, including influent force main, blower, mixer, transfer pump, transfer force main, level indicator, ladder access, and other appurtenance necessary to operate the tank in series with the existing tank. Electrical engineering will be subcontracted to an electrical engineer with experience in leachate tank projects.

ENGINEER will prepare a Project Manual to include bidding and contract documents and technical specifications.

ENGINEER will prepare bidding and contract documents using the Standard General Conditions of the Construction Contract as prepared by the Engineer's Joint Contract Documents Committee (EJCDC).

As part of the bidding and contract documents, the ENGINEER will prepare a detailed unit rate bid form and measurement and payment specification.

ENGINEER will compile Divisions 1-16 of the technical specifications for the project based on permitted design(s). Specification sections will be added, in addition to those approved by NCDEQ, for the General Requirements of the contract including: Summary of Work, Measurement and Payment, Application for Payment, Special Project Procedures, Change Order Procedures, Field Engineering, Project Meetings, Construction Schedules, Shop Drawings,

Construction Photographs, Testing and Laboratory Services, Substitutions and Product Options, Contract Closeout, Project Record Documents, and Warranties and Bonds.

TASK 2 – BID SERVICES

ENGINEER will facilitate bidding on the final Contract Documents consisting of the final Construction Drawings and final Project Manual.

During the Bid Phase of the project, ENGINEER will:

1. Provide contract documents to the County's purchasing department for advertisement on the County's website.
2. Address contractor questions/comments about the Contract Documents.
3. Compile and maintain a record of prospective bidders.
4. Prepare addenda, as necessary, to address changes to the Contract Documents. Addenda or addenda items requested by or necessitated by changes made by the OWNER may require additional fees.
5. Attend and/or conduct the pre-bid conference.

In preparing the fees for this task, the ENGINEER has assumed that all Contract Documents will be provided electronically in pdf format to bidders through the County's website. Print copies of the Contract Documents will not be provided to bidders by the ENGINEER.

If re-bidding of the project is necessary due to an insufficient number of bidders, a bid irregularity, or at the desire of the OWNER and through no fault of the ENGINEER, ENGINEER may request additional compensation for handling the re-bid.

ENGINEER will assist the OWNER in evaluating the bids by preparing bid tabulations, reviewing the bids for accuracy, reviewing the required document qualification information contained in the contract documents, and determining the acceptability of contractors, suppliers, and substitute equipment.

Within 10 business days of the OWNER providing bid documents to ENGINEER, ENGINEER will make a recommendation to the OWNER for the best-qualified, responsive, responsible bidder to award the contract.

If additional work is necessitated by re-evaluation of the bids/bidders or by disqualification of the low bidder(s), additional fees may be needed.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
2. Coordinate advertisement with local newspapers and pay all necessary advertisement fees.

3. The time period for the performance of ENGINEER's services are as follows:

- Tasks 1 will be completed within 60 days following authorization by the OWNER.
- Task 2 will proceed immediately following the OWNER's final approval of the Contract Documents and assumes a 30-day bid period.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task/Description</u>	<u>Fee</u>
Task 1 – Bid/Construction Documents	\$27,200
Task 2 – Bid Services	<u>\$11,200</u>
Total Fee for Task Order	\$38,400

Engineer will invoice Owner monthly by task based on percent complete.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

EXHIBIT G

TASK ORDER NO. 7
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL
UNIT 2 PHASE 2 EXPANSION
MONITORING WELL ABANDONMENT & INSTALL**

1. The Basic Services of ENGINEER for this Task Order are as follows:

TASK 1 – WELL ABANDONMENT & REPLACEMENT WORK PLAN

The Unit 2 Phase 2 Expansion footprint area includes a total of eleven (11) existing groundwater monitoring wells/piezometers. These wells were generally installed as part of hydrogeologic investigations for Unit 2 Phase 1 and Phase 2 and are no longer needed. These wells are within the limits of Phase 2 construction and need to be abandoned in accordance with the NC DEQ solid waste regulation requirements. In addition, one of the wells to be abandoned, MW-3R, requires replacement outside of the Phase 2 construction boundary for ongoing groundwater monitoring.

Per the DEQ rules and landfill's Permit to Construct, ENGINEER will prepare a Work Plan for the abandonment of the groundwater monitoring wells and the replacement of MW-3R. The work plan will include discussions of the site and previous investigative work, a summary of borings/wells locations and depths, and a technical specification for the well abandonment (via overdrilling and grouting with cement-bentonite grout). The Work Plan will also propose a new location and planned well construction plan for the replacement of monitoring well MW-3R.

Engineer will submit the work plan to DEQ and prepare revisions necessary to obtain DEQ approval.

TASK 2 – DRILLER PROCUREMENT, FIELD WORK & CERTIFICATION

ENGINEER will solicit proposals and procure a NC certified well driller to perform the monitoring well abandonment and replacement work. ENGINEER will work

with the selected drilling contractor to establish a schedule for the field work that meets the project goals and completes the work in a timeframe and manner as to not interfere with or impact the Phase 2 landfill construction.

It is anticipated that the driller will require about 3 days of field work to abandon the 11 monitoring wells, with one to two days of additional day of field work for the installation and development of the new replacement monitoring well, MW-3RR. **The budget for this task assumes an estimated driller contractor budget of \$9,000.**

ENGINEER will meet the drilling contractor on-site to review the abandonment work prior to commencing the work. ENGINEER will also be on-site to direct and log the installation of MW-3RR.

Installation of the new monitoring well MW-3RR requires surveying of the constructed well (top of casing elevation, ground surface). This task assumes the ENGINEER will work with the Phase 2 construction contractor's surveyor subcontractor to obtain the necessary survey information at no additional cost to the owner.

Upon completion of the field work and surveying, ENGINEER will prepare a document certifying the work for NCDEQ review and approval.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
2. Post the advertisement for bids on the County's purchasing website and other bidding services typically used by the County and pay all necessary advertisement fees.

3. The time period for the performance of ENGINEER's services are as follows:

- Tasks 1 will be completed within 5 days following authorization by the OWNER.
- Task 2 will proceed immediately following DEQ final approval and will be complete within 30 days.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task/Description</u>	<u>Fee</u>
Task 1 – Work Plan for Well Abandonment & Install	\$ 900
Task 2 – Driller Procurement, Field Work & Certification	<u>\$11,380</u>
Total Fee for Task Order	\$12,280

Engineer will invoice Owner monthly by task based on percent complete.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

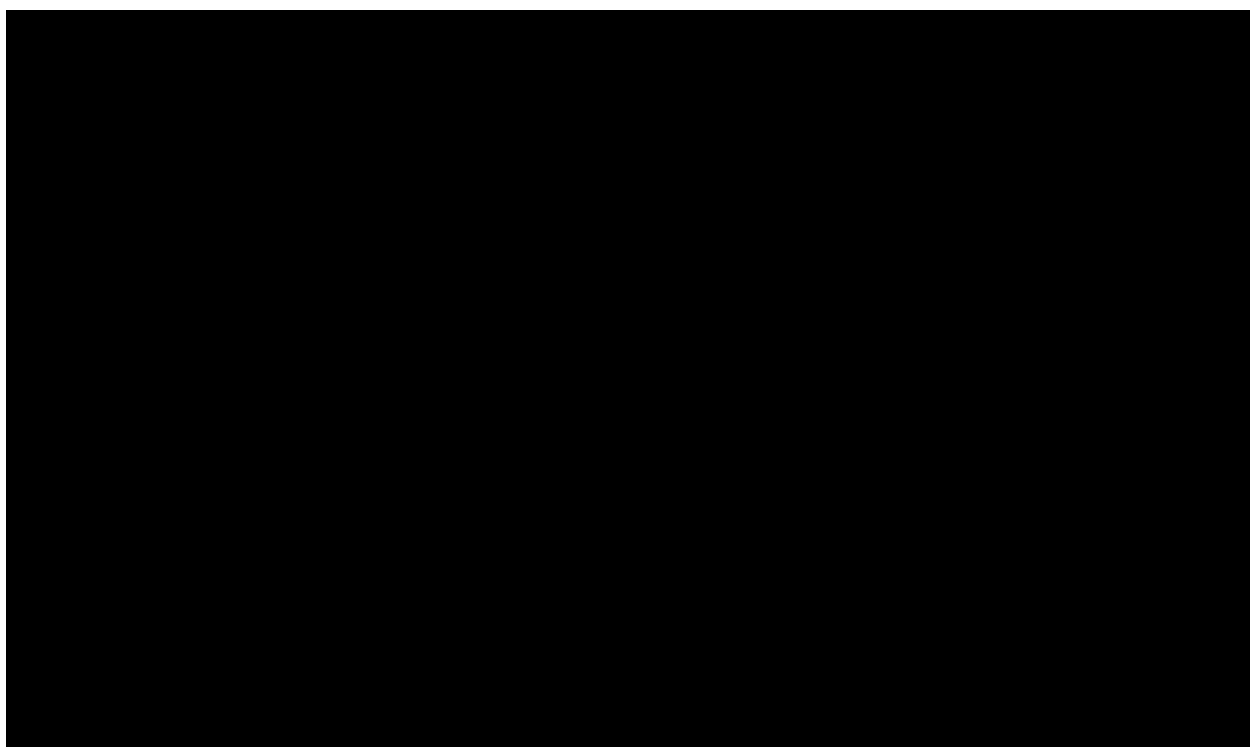


EXHIBIT H

TASK ORDER NO. 8
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Professional Services Contract, dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

SERVICES DURING CONSTRUCTION
FOR THE GRANVILLE COUNTY
OXFORD LANDFILL
UNIT 2 PHASE 2 EXPANSION

1. The Basic Services of ENGINEER for this Task Order are as follows:

TASK 1 - EXECUTION OF THE CONSTRUCTION CONTRACT

Under this task, ENGINEER will prepare and facilitate the execution of the Contract Documents for the CONTRACTOR and OWNER. ENGINEER will complete the following items:

1. Review the Contract Documents with the OWNER and incorporate any changes into the final documents;
2. Review proposed changes with the CONTRACTOR prior to sending final documents for execution;
3. Review the CONTRACTOR's executed Agreements including the Performance and Payment Bond, Financial Statement, Insurance coverages, etc; and
4. Forward approved contracts to the OWNER for signature and distribute fully executed contracts to all parties.

ENGINEER will prepare conformed Project Plans and Technical Specifications, which will include technical revisions and clarifications issued during bidding, and distribute Electronic (.pdf) copies to the CONTRACTOR and OWNER.

TASK 2 - PRE-CONSTRUCTION CONFERENCE

ENGINEER will attend a Pre-Construction Conference. In accordance with the Permit, ENGINEER will notify NCDEQ Solid Waste Section at least 10 days prior to the meeting. At the pre-construction conference, ENGINEER will assist the OWNER to define procedural guidelines and specific project requirements. Among the items to be addressed are: correspondence distribution, shop drawing and scheduling procedures,

Notice-to-Proceed date, critical schedule requirements, staging areas, emergency procedures, survey control requirements, erosion and sedimentation control inspection procedures, and quality control procedures.

TASK 3 - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

ENGINEER will consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to CONTRACTOR will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

Under this task, ENGINEER will act on behalf of the OWNER and act as its representative during the construction period. ENGINEER will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as stated in the General Conditions and Supplemental conditions of the construction contract;
2. On behalf of the OWNER, ENGINEER shall administer the construction contract, responding to CONTRACTOR's correspondence, and issuing instructions from the OWNER; maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality assurance & quality control procedures, quality control testing for soils, inspection records, shop drawings, change orders, scheduling, project meetings, costs and disbursement data, progress reports and all other documents pertaining to the construction contract.

The fee for this task is based on a 180-calendar-day construction contract time. If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for this task.

TASK 4 - PROGRESS MEETINGS

During the estimated 180-calendar day construction period, ENGINEER will attend progress meetings approximately every two weeks (either web-based or in person) from Notice-to-Proceed through Substantial Completion. It is assumed the purpose of the progress meetings is to address items such as: scheduling slippages, coordination problems, design issues, pending change orders, outstanding shop drawings, procurement delays, and any other issues related to completion of the project. This task assumes a total of 13 progress meetings.

If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for Task 4.

TASK 5 - SHOP DRAWING REVIEW

ENGINEER will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data, which the Contractor is required to submit in accordance with the Contract Documents. Included in the shop drawing review is the assessment of alternates proposed by the CONTRACTOR. All alternate requests will be carefully scrutinized for conformance with the Contract Specifications. During construction, ENGINEER will maintain a file with an electronic copy of all shop drawings (including as-built documents) for submission to the OWNER upon completion of the project.

TASK 6 - CHANGE ORDERS AND DESIGN CLARIFICATIONS

ENGINEER will provide services in connection with change orders to the construction contract that reflect minor changes or deletions requested by the OWNER, ENGINEER, or the CONTRACTOR. An accurate listing of additional costs and credits as a result of change orders will be maintained by ENGINEER. Upon receipt of a requested change order, it will be reviewed with the OWNER. Larger changes or claims asserted by CONTRACTOR and redesigns requested by the OWNER or CONTRACTOR may require additional fees, analyses, or evaluation beyond the scope of this Agreement.

A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the ENGINEER. On behalf of the OWNER, ENGINEER will issue necessary interpretations and clarifications of the Contract Documents; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on claims of the OWNER and ENGINEER relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

TASK 7 - REVIEW PROGRESS PAY REQUESTS

Based on our on-site observations and review of the applications for progress payment and the accompanying data and schedules; ENGINEER will evaluate the percentage of completion submitted by the CONTRACTOR and recommend in writing payments to CONTRACTOR in the appropriate amount.

ENGINEER will determine the amounts that ENGINEER recommends CONTRACTOR be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents

(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of the Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

The fee for this task assumes a 180-calendar day construction period, and progress payment application by the CONTRACTOR of no more frequent than monthly. A total of six (6) progress payment applications are budgeted for this task.

If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for Task 7.

TASK 8 - RESIDENT PROJECT REPRESENTATIVE

The approved Construction Quality Assurance (CQA) Plans included in the permits for the UNIT 2 PHASE 2 EXPANSION require the presence of a full-time Resident Project Representative (RPR).

In accordance with the UNIT 2 PHASE 2 EXPANSION Permit to Construct, ENGINEER will provide a Resident Project Representative (RPR) during the duration of the 180-calendar day construction contract between the OWNER and Contractor. The RPR will:

1. Observe and document daily activities by the Contractor;

2. Observe proofrolling of exposed subgrade soils in preparation of structural fill placement;
3. Observe structural fill placement;
4. Observe the installation and perform quality assurance testing of compacted soil liner;
5. Observe the installation and perform quality assurance testing of installed geosynthetics; and
6. Observe the installation of the Protective Cover layer;

Contract time provides for the CONTRACTOR to work 12 hours per day and 6 days a week. The contract time of 180 days was used to calculate the RPR hours. ENGINEER has allocated a budget of 1,728 hours utilizing these assumptions. A second RPR will be needed during geosynthetics installation. We have budgeted 288 hours for the second RPR. Of course, ENGINEER has no control over inclement weather, the sequence, productivity, and, most importantly, the intensity with which the Contractor will complete the work, and thus the number of field inspection hours may be more or less than the 2,016 hours estimate. ENGINEER will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the OWNER can track the expenditure.

This task assumes:

- Density tests by the RPR will be performed by one of the acceptable methods contained in the permitted CQA Plan.
- The CONTRACTOR will be required to provide a Quality Control (QC) Technician to control his work. The QC Technician will perform tests on the backfill soils, clay liner, and protective cover soils.
- The CONTRACTOR will be responsible for costs associated with RPR hours over 60 hours per week as dictated by the work or progress of the Contractor
- The OWNER or CONTRACTOR will provide a job-site trailer for use by the RPR.

TASK 9 - CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES

The purpose of this task is to observe and document construction methods and geotechnical field and laboratory test results for consistency with the requirements of the permitted CQA Plan(s) and the solid waste regulations. The project CQA Plan includes field and laboratory testing to be performed by the CONTRACTOR (quality control, QC) and ENGINEER (quality assurance, QA).

ENGINEER will provide overall construction quality assurance (CQA) project management for the project to include:

- Provide daily supervision and management of the RPR, including telephone

communication, e-mail correspondence, review and approval of RPR's daily field reports.

- Review testing methods, frequency, and results of construction quality control (CQC) tests performed by the CONTRACTOR related to the earthwork, geosynthetics, piping, and protective cover layer.
- Review testing methods, frequency, and results of construction quality assurance (CQA) tests performed by the RPR related to the earthwork, geosynthetics, piping, and protective cover layer.
- Provide regular updates to the OWNER regarding overall quality assurance, QC/QA testing results and general progress and status of the work. Inform the OWNER of any failing tests and recommend rejection of the tests if so appropriate.
- Provide supplemental personnel to the RPR during critical stages of liner installation.
- Visit the project site during critical stages of construction related to the earthwork construction to include subgrade preparations and grading, protective cover layer, and access road construction. For this task, four (4) site visits by the CQA Engineer are budgeted.

TASK 10 - CONTRACT CLOSEOUT

ENGINEER will review the QC Report as prepared by the CONTRACTOR'S CQC Firm and perform a thorough final inspection. Review of the CQC Report shall involve ensuring that the QC requirements of the Contract Documents have been achieved and the Report is complete in all regards. This task assumes one review of the draft CQC Report, submission of comments to CQC Firm, and one review of the final CQC Report to verify document is complete.

ENGINEER will coordinate acquirement and perform a thorough review of project record surveys submitted by the CONTRACTOR. Comments will be provided as necessary until project record surveys are prepared in accordance with the requirements of the Contract Documents. This task assumes one review of the draft Record Surveys, submission of comments to survey firm, and one review of the final Record Surveys to verify document is complete.

When the Work is found to be substantially complete as defined in the Contract General Conditions and acceptable, ENGINEER will provide a certification that the project has been completed in substantial accordance with the Contract Documents.

Upon receipt and approval of all required surveys, final verified quantities, and CONTRACTOR's final Construction Quality Control report, ENGINEER will prepare a final Contract Settlement which recognizes the final Contract Price and Contract Time for execution by OWNER and CONTRACTOR.

ENGINEER will recommend final payment to the CONTRACTOR based upon the executed final Contract Settlement.

TASK 11 - FINAL INSPECTION

At completion, notification and request of the CONTRACTOR, ENGINEER will conduct a walk-through inspection with the CONTRACTOR to determine if the Project has reached completion and prepare a punch list of work items remaining. ENGINEER will conduct one final inspection to determine if the work is acceptable; at the appropriate time ENGINEER will recommend in writing final payment to CONTRACTOR and give written notice to the OWNER and the CONTRACTOR that the work is acceptable. A certification will be provided that the project has been completed in accordance with the bid plans and specifications to the best of our knowledge.

TASK 12 - CQA REPORT

Upon acceptance of the CQC Report, a CQA Report will be prepared in accordance with the approved plans and the approved CQA Plan(s). ENGINEER will compile the accepted CQC Report, all relevant and necessary QA documentation and data for preparation of the Report. ENGINEER will submit the CQA Report to NCDEQ and include the following information in the report as required in the Solid Waste Permit.

1. The construction certification report shall include a comprehensive narrative by the ENGINEER detailing the construction and QA/QC programs.
2. The report will bear the seal of a North Carolina Registered Professional Engineer and a certification that construction was completed in accordance with the CQA plan and technical specifications.
3. The report shall present results of all construction quality assurance and construction quality control testing to include quality control reports, documentation of any failed test results, descriptions of procedures used to correct the improperly installed material and results of all retesting performed, and copies of the RPR field reports.
4. The report shall present the results of the project certification surveys, as prepared by the contractor's surveyor, to certify the compacted soil liner and protective cover layers were installed in accordance with the technical specifications.
5. ENGINEER shall address any comments by NCDEQ concerning the Construction Certification Report.

ENGINEER will provide the OWNER with hard copies (2) and an electronic copy (on CD) of the submitted CQA Report.

Following submittal of the CQA Report, ENGINEER will correspond with and coordinate scheduling of DEQ inspection upon DEQ review and readiness to inspect the completed project site. ENGINEER will accompany the OWNER in attendance for the DEQ

inspection. Following the inspection, it may be required for the ENGINEER to provide follow up correspondence related to DEQ comments resulting from the inspection; this is assumed to be minor and is included in this Task.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.
2. Provide, either directly or through the construction contractor, a trailer on site for the RPR office and progress meetings.

3. The time period for the performance of ENGINEER's services are as follows:

- Task 1 will be completed within 14 days following award of the construction project
- Task 2 will be completed as agreeable to the OWNER and the CONTRACTOR.
- Tasks 3 through 10 will be initiated with the CONTRACTOR's Notice-to-proceed and will proceed based on a 180-calendar day construction schedule.
- Task 11 will be completed with 30 days following substantial completion of the construction.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

SEE ATTACHED SPREADSHEET – TABLE 1

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

TABLE 1
TASK ORDER NO. 8
SERVICES DURING CONSTRUCTION
FOR THE
GRANVILLE COUNTY OXFORD LANDFILL
UNIT 2 PHASE 2 EXPANSION

TASK / DESCRIPTION	FEE
TASK 1 - EXECUTION OF THE CONSTRUCTION CONTRACT	\$ 4,060.00
TASK 2 - PRE-CONSTRUCTION CONFERENCE	\$ 1,814.93
TASK 3 - ADMINISTRATION OF THE CONSTRUCTION CONTRACT	\$ 37,031.50
TASK 4 - PROGRESS MEETINGS	\$ 18,449.52
TASK 5 - SHOP DRAWING REVIEW	\$ 16,100.00
TASK 6 - CHANGE ORDERS AND DESIGN CLARIFICATIONS	\$ 3,980.00
TASK 7 - REVIEW PROGRESS PAY REQUESTS	\$ 7,160.00
TASK 8 - RESIDENT PROJECT REPRESENTATIVE	\$ 151,200.00
TASK 9 - CQA SERVICES	\$ 41,272.98
TASK 10 - CONTRACT CLOSEOUT	\$ 5,050.00
TASK 11 - FINAL INSPECTION	\$ 4,669.93
TASK 12 - CQA REPORT	\$ 7,265.00
TASK ORDER TOTAL	\$ 298,053.85

EXHIBIT I

TASK ORDER NO. 10
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Professional Services Contract, dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**SERVICES DURING CONSTRUCTION
FOR THE GRANVILLE COUNTY
OXFORD LANDFILL
LEACHATE TANK NO. 2**

1. The Basic Services of ENGINEER for this Task Order are as follows:

TASK 1 - CONSTRUCTION CONTRACT DOCUMENTS

Under this task, ENGINEER will prepare and facilitate the execution of the Contract Documents for the CONTRACTOR and OWNER. ENGINEER will complete the following items:

1. Revise the Contract Documents to reflect OWNER requested changes to the scope of the Project. Engineer will revise the construction drawings, technical specifications, and bid forms to eliminate leachate tank equipment, revise electrical requirements and revise leachate tank piping.
2. Review the Contract Documents with the OWNER and incorporate any changes into the final documents;
3. Review proposed changes with the CONTRACTOR prior to sending final documents for execution;
4. Review the CONTRACTOR's executed Agreements including the Performance and Payment Bond, Financial Statement, Insurance coverages, etc; and
5. Forward approved contracts to the OWNER for signature and distribute fully executed contracts to all parties.

ENGINEER will prepare conformed Project Plans and Technical Specifications, which will include technical revisions and clarifications issued during bidding, and distribute Electronic (.pdf) copies to the CONTRACTOR and OWNER.

TASK 2 - PRE-CONSTRUCTION CONFERENCE

ENGINEER will conduct a web-based Pre-Construction Conference. At the pre-construction conference, ENGINEER will assist the OWNER to define procedural guidelines and specific project requirements. Among the items to be addressed are: correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, staging areas, emergency procedures, and quality control procedures.

TASK 3 - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

ENGINEER will consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to CONTRACTOR will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

Under this task, ENGINEER will act on behalf of the OWNER and act as its representative during the construction period. ENGINEER will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as stated in the General Conditions and Supplemental conditions of the construction contract;
2. On behalf of the OWNER, ENGINEER shall administer the construction contract, responding to CONTRACTOR's correspondence, and issuing instructions from the OWNER; maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality assurance & quality control procedures, quality control testing for soils, inspection records, shop drawings, change orders, scheduling, project meetings, costs and disbursement data, progress reports and all other documents pertaining to the construction contract.

The fee for this task is based on a 180-calendar-day construction contract time. If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for this task.

TASK 4 - PROGRESS MEETINGS

During the estimated 180-calendar day construction period, ENGINEER will conduct progress meetings monthly (either web-based or in person) from Notice-to-Proceed through Substantial Completion. It is assumed the purpose of the progress meetings is to address items such as: scheduling slippages, coordination problems, design issues, pending change orders, outstanding shop drawings, procurement delays, and any other

issues related to completion of the project. This task assumes a total of 6 progress meetings.

If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for Task 4.

TASK 5 - SHOP DRAWING REVIEW

ENGINEER will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data, which the Contractor is required to submit in accordance with the Contract Documents. Included in the shop drawing review is the assessment of alternates proposed by the CONTRACTOR. All alternate requests will be carefully scrutinized for conformance with the Contract Specifications. During construction, ENGINEER will maintain a file with an electronic copy of all shop drawings (including as-built documents) for submission to the OWNER upon completion of the project.

TASK 6 - CHANGE ORDERS AND DESIGN CLARIFICATIONS

ENGINEER will provide services in connection with change orders to the construction contract that reflect minor changes or deletions requested by the OWNER, ENGINEER, or the CONTRACTOR. An accurate listing of additional costs and credits as a result of change orders will be maintained by ENGINEER. Upon receipt of a requested change order, it will be reviewed with the OWNER. Larger changes or claims asserted by CONTRACTOR and redesigns requested by the OWNER or CONTRACTOR may require additional fees, analyses, or evaluation beyond the scope of this Agreement.

A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the ENGINEER. On behalf of the OWNER, ENGINEER will issue necessary interpretations and clarifications of the Contract Documents; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on claims of the OWNER and ENGINEER relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

TASK 7 - REVIEW PROGRESS PAY REQUESTS

Based on our on-site observations and review of the applications for progress payment and the accompanying data and schedules; ENGINEER will evaluate the percentage of completion submitted by the CONTRACTOR and recommend in writing payments to CONTRACTOR in the appropriate amount.

ENGINEER will determine the amounts that ENGINEER recommends CONTRACTOR be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of

ENGINEER's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of the Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

The fee for this task assumes a 180-calendar day construction period, and progress payment application by the CONTRACTOR of no more frequent than monthly. A total of six (6) progress payment applications are budgeted for this task.

If conditions of the Agreement or the scope of the work defined in the Agreement between the CONTRACTOR and OWNER is modified such that the contract time is modified, then ENGINEER and OWNER may negotiate a modification to the fee for Task 7.

TASK 8 - CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES

The purpose of this task is to observe and document the progress of construction for consistency with the project technical specifications.

ENGINEER will provide overall construction quality assurance (CQA) project management for the project to include:

- Visit the project site during critical stages of construction related to the installation

of the leachate sump pump, leachate tank, and appurtenances. For this task, twelve (12) site visits by the CQA Engineer are budgeted.

TASK 9 - CONTRACT CLOSEOUT

When the Work is found to be substantially complete as defined in the Contract General Conditions and acceptable, ENGINEER will provide a certification that the project has been completed in substantial accordance with the Contract Documents.

Upon receipt and approval of all required surveys, final verified quantities, and CONTRACTOR's final Construction Quality Control report, ENGINEER will prepare a final Contract Settlement which recognizes the final Contract Price and Contract Time for execution by OWNER and CONTRACTOR.

ENGINEER will recommend final payment to the CONTRACTOR based upon the executed final Contract Settlement.

TASK 10 - FINAL INSPECTION

At completion, notification and request of the CONTRACTOR, ENGINEER will conduct a walk-through inspection with the CONTRACTOR to determine if the Project has reached completion and prepare a punch list of work items remaining. ENGINEER will conduct one final inspection to determine if the work is acceptable; at the appropriate time ENGINEER will recommend in writing final payment to CONTRACTOR and give written notice to the OWNER and the CONTRACTOR that the work is acceptable. A certification will be provided that the project has been completed in accordance with the bid plans and specifications to the best of our knowledge.

2. The responsibilities of OWNER are as follows:

1. Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.

2. The time period for the performance of ENGINEER's services are as follows:

- Task 1 will be completed within 14 days following award of the construction project
- Task 2 will be completed as agreeable to the OWNER and the CONTRACTOR.
- Tasks 3 through 10 will be initiated with the CONTRACTOR's Notice-to-proceed and will proceed based on a 180-calendar day construction schedule.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

SEE ATTACHED SPREADSHEET – TABLE 1

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

TABLE 1
TASK ORDER NO. 10
SERVICES DURING CONSTRUCTION
FOR THE
GRANVILLE COUNTY OXFORD LANDFILL
LEACHATE TANK NO. 2

TASK / DESCRIPTION	FEE \$
TASK 1 - CONSTRUCTION CONTRACT DOCUMENTS	\$ 3,560
TASK 2 - PRE-CONSTRUCTION CONFERENCE	\$ 570
TASK 3 - ADMINISTRATION OF THE CONSTRUCTION CONTRACT	\$ 8,550
TASK 4 - PROGRESS MEETINGS	\$ 7,928
TASK 5 - SHOP DRAWING REVIEW	\$ 7,300
TASK 6 - CHANGE ORDERS AND DESIGN CLARIFICATIONS	\$ 1,000
TASK 7 - REVIEW PROGRESS PAY REQUESTS	\$ 2,675
TASK 8 - CQA SERVICES	\$ 9,870
TASK 9 - CONTRACT CLOSEOUT	\$ 1,710
TASK 10 - FINAL INSPECTION	\$ 2,500
TASK ORDER TOTAL	\$ 45,663

EXHIBIT J

TASK ORDER NO. 11
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY OXFORD LANDFILL FACILITY
STORMWATER POLLUTION PREVENTION PLAN**

1. The Basic Services of ENGINEER for this Task Order are as follows:

This task order describes the scope of services and fees associated with preparing a Stormwater Pollution Prevention Plan (SWPPP) necessary to comply with the General Permit No. NCG120000 for the landfill facility.

**TASK 1 – NOTICE OF INTENT (NOI) AND STORMWATER POLLUTION
PREVENTION PLAN (SWPPP)**

In accordance with Part A-1: NCG120000 Permit Coverage, all persons desiring to have facilities covered by this General Permit must register with the Division of Energy, Mineral, and Land Resources (the Division) by filing a Notice of Intent (NOI) and paying the applicable fees. The NOI shall be submitted, and a Certificate of Coverage (COC) issued prior to any discharge of stormwater associated with industrial activity that has a point source discharge to surface waters of the state or to a separate storm sewer system conveying discharges to surface waters.

ENGINEER will prepare the NOI for execution by the County and coordinate submittal of the NOI through NCDEMLR's eDMR online system.

In accordance with PART B: STORMWATER POLLUTION PREVENTION PLAN (SWPPP), the permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be maintained on site unless exempted from this requirement by the Division. The permittee shall implement the SWPPP and all Best Management Practices (BMPs) consistent with the provisions of this permit, to control contaminants entering surface waters.

ENGINEER will prepare the SWPPP to address the following subparts:

- B-1. Responsible Party
- B-2. General Location Map
- B-3. Site Map
- B-4. Narrative Description of Industrial Process
- B-5. Feasibility Study
- B-6. Evaluation of Stormwater Outfalls
- B-7. Stormwater Best Management Practice (BMP) Summary
- B-8. Secondary Containment Plan
- B-9. Spill Prevention and Response Procedures
- B-10. Solvent Management Plan
- B-11. Preventative Maintenance and Good Housekeeping
- B-12. Employee Training
- B-13. Representative Outfall Status

ENGINEER will provide a SWPPP drawing, report, and an employ training session under this task.

2. The responsibilities of OWNER are as follows:

- Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.

3. The time period for the performance of ENGINEER's services are as follows:

- ENGINEER will complete Task 1 within 60 days following task order approval.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task No. and Description</u>	<u>Fee</u>
Task 1 – NOI and SWPPP	\$14,155

- ENGINEER will invoice OWNER monthly on a task-by-task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES

FACT SHEET

GENERAL PERMIT NCG120000
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
PERMIT TO DISCHARGE STORMWATER

2021 – 2026 Permit Term

1. TYPES OF DISCHARGES COVERED

a. Industrial Activities Covered by this General Permit

Coverage under this general permit is applicable to all owners or operators of stormwater point source discharges associated with establishments primarily engaged in activities classified as the wholesale trade of:

- **Activities categorized as landfills, including construction and demolition debris landfills, which are permitted by the North Carolina Division of Water Management under the provisions and requirements of North Carolina General Statute 130A-294.**

Coverage is also applicable to point source discharges **from like industrial activities** deemed by the Division of Energy, Mineral, and Land Resources (DEMLR) to be similar to these operations in the process, or the discharges, or the exposure of raw materials, intermediate products, by-products, products, or waste products.

b. Types of Operations Covered

The **landfills** category includes facilities primarily engaged in receiving and disposing of waste and debris, including municipal solid waste, industrial waste, construction and demolition waste, land-clearing waste, scrap tires, medical waste, compost and septage. The operations of a landfill can include receiving solid waste, staging, size reduction, separation, placing, compaction, excavation, loading, hauling, filling, covering, leachate management, vehicle maintenance, vehicle fueling, and vehicle and equipment cleaning.

Nearly all landfills and much of the material that is deposited in landfills are exposed to stormwater. Stormwater can either run off the facility to surface waters or infiltrate through the landfill, and contaminate groundwater with leachate. In addition, landfill activities often include large scale excavation, grading, and importation of soil or other cover material, which provides significant erosion potential.

c. Characteristics of Discharged Stormwater

Stormwater discharged from a landfill can contain many different types of pollutants, depending on the materials deposited and the degree to which best management practices are implemented. Runoff from landfills can contain solids and floatables, pathogens, nutrients, and other pollutants. High sediment loading is common due to the large scale movement of soil and the potential for erosion. The vehicles and equipment can also contribute oils, lubricants, and other fluids.

The draft renewal permit maintains the requirement for qualitative and analytical monitoring of all stormwater discharges associated with this industrial activity, including stormwater discharges from *on-site vehicle and equipment maintenance activities* (VMA). These parameters continue to be useful as the standard stormwater pollution indicators for VMA from this industrial sector.

d. Geographic Area(s) Covered by this General Permit

Discharges covered by this general permit are located at any place within the political boundary of the State of North Carolina. Discharges located on the Cherokee Indian Tribal Reservation are subject to permitting by the U.S. Environmental Protection Agency and are not covered by this general permit.

e. Receiving Waters

Receiving waters include all surface waters of North Carolina or municipal separate storm sewer systems conveying stormwater to surface waters.

2. PROPOSED DISCHARGE CONTROLS AND LIMITATIONS

a. Stormwater Pollution Prevention Plan

In accordance with the proposed Part B of the NCG120000 General Permit, a Stormwater Pollution Prevention Plan (SWPPP) shall be developed and maintained on site. This requirement has been added due to the SWPPP's ability to significantly impact water quality by requiring employee training, the development of a good housekeeping program, and spill response procedures, to name a few. The SWPPP requirements in the NCG12 are identical to those requirements in the majority of General Industrial Stormwater Permits currently in affect.

b. Erosion and Sediment Control Plan

As in previous versions of this permit, permittees must submit an Erosion and Sediment Control plan to the Division of Energy, Mineral, and Land Resources or an approved local program. The plan must conform to the requirements of NC G.S. 113A-54.1 and the rules adopted by the North Carolina Sedimentation Control Commission. The permittee must then implement the plan as approved and maintain a signed copy of the plan on site at all times.

c. Secondary Containment Requirements

As in previous versions of this permit, secondary containment is required for bulk storage of liquid materials including petroleum products, storage in any amount of water priority chemicals pursuant to Section 313 of Title III of the Superfund Amendments and Reauthorization Act, and storage in any amount of hazardous substances. Permittees are required to maintain a table or summary of all such tanks, stored materials, and their associated secondary containment areas. At a minimum, visual observations of any stormwater that accumulates in secondary containment areas are required, and records must be kept of the individual observing the stormwater, a description of the stormwater, and the date and time of the release of the stormwater.

d. Stormwater Discharge Analytical Monitoring

As in previous versions of this permit, permittees must perform analytical monitoring on stormwater discharges, respond to exceedances of numerical benchmark values, keep records of the monitoring results and permittee's response actions, and report the monitoring results to DEMLR.

e. Stormwater Discharges from Vehicle Maintenance Areas

As in previous versions of this General Permit, permittees must perform analytical monitoring on stormwater discharges from vehicle maintenance areas (VMA). This renewal permit maintains benchmark concentrations for stormwater discharges from VMA to provide facilities with a tool with which to assess the effectiveness of best management practices (BMPs).

f. Qualitative Monitoring of Stormwater Discharges

As in previous versions of this General Permit, the permittee must perform qualitative monitoring at all stormwater outfalls. All permittees are subject to this permit requirement.

g. Numerical Benchmark and Tiered Responses

As in previous versions of this General Permit, the permittee must respond to benchmark exceedances with increased monitoring, increased management actions, increased record keeping, and/or the installation of stormwater BMPs in a tiered program. Exceedance of a numerical benchmark is not considered a violation of the permit conditions, although failure to respond as per the Tiered response structure is considered to be a violation. In that context, the benchmark value is not a numerical "permit limit", but rather could be viewed as a management action level value. Four (4) benchmark exceedances require the permittee to notify the DEMLR Regional Office, and may prompt additional requirements under the provisions of Tier Three.

3. MONITORING AND REPORTING REQUIREMENTS

This permit specifies monitoring and reporting requirements for both quantitative and qualitative assessment of the stormwater discharges and operational inspections of the entire facility. Specific pollutant parameters and the frequency of the sampling are based on the types of materials used, stored, and transferred at these sites, and on the potential for contamination of the stormwater runoff from these facilities. Qualitative parameters are consistent with other general permits in the NPDES stormwater program.

The draft renewal permit proposes specific monitoring requirements for the following parameters: **chemical oxygen demand (COD), fecal coliform, and total suspended solids (TSS)**. In addition, qualifying discharges from vehicle maintenance areas will be analyzed for **pH, non-polar oil and grease** [by EPA Method 1664 (SGT-HEM)], and **TSS**, based on the amount of motor oil/hydraulic oil usage (more than 55 gallons of new motor oil and/or hydraulic oil per month when averaged over the calendar year). The rationale for retaining these parameters in the renewal permit is their utility as stormwater pollution indicators for vehicle maintenance areas.

The draft renewal permit retains the term "**measurable storm event**." The measurable storm event is an event that results in an actual discharge, rather than an event with a rainfall measuring 0.1 inches or more. To qualify as a measurable storm event, the previous storm event must have

been at least 72 hours prior. In 2011, the NCG140000 Ready-Mixed Concrete General Permit was the first general permit to implement this new storm event definition, and other general permits have since followed suit. The proposed draft also maintains the requirement to separate semi-annual sampling events by a minimum of 60 days.

As before, the renewal permit specifies qualitative (visual) monitoring of each stormwater outfall for the purpose of evaluating the effectiveness of the BMPs, assessing new sources of stormwater pollution, and prompting the permittee's response to pollution. Permittees are required to perform semi-annual qualitative monitoring under the proposed renewal permit. Qualitative monitoring parameters include color, odor, clarity, floating and suspended solids, foam, oil sheen, and other obvious indicators of stormwater pollution. Qualitative monitoring should be performed during any analytic sampling event.

The draft permit maintains specific direction to the permittee about how to respond to qualitative monitoring. If qualitative monitoring indicates that existing stormwater BMPs are ineffective, or that significant stormwater contamination is present, the permittee must investigate potential causes, evaluate the feasibility of corrective actions, and implement those corrective actions within 60 days. A written record of the permittee's investigation, evaluation, and response actions must be kept on site.

4. COMPLIANCE SCHEDULE

The compliance schedule in Part III, Section A still advises that the permittee comply with Limitations and Controls specified for stormwater discharges in accordance with the following schedule:

Existing Facilities already operating but applying for permit coverage for the first time: Secondary containment, as specified in Part J of this general permit, shall be accomplished within 12 months of the effective date of the issuance of the Certificate of Coverage.

New Facilities applying for coverage for the first time and existing facilities previously permitted and applying for renewal under this General Permit: All requirements, conditions, limitations, and controls contained in this permit become effective immediately upon issuance of the Certificate of Coverage.

5. SPECIAL CONDITIONS WHICH WILL HAVE A SIGNIFICANT IMPACT ON THE DISCHARGE

This draft general permit does not propose any special conditions that will have a significant impact on the discharge. However, the proposed draft does add Special Conditions in Part F. that address electronic reporting requirements mandated by the federal NPDES Electronic Reporting Rule. When the agency's electronic reporting system is able to accept NPDES stormwater permit monitoring data, the permittee must report discharge monitoring data electronically using NC Division of Water Resources' Electronic Discharge Monitoring Report (eDMR) internet application. NC DEMLR will notify permittees when eDMR is ready to accept data.

Additionally, the proposed draft includes a Stormwater Pollution Prevention Plan requirement which was not present in previous versions of the permit. Upon review, it was determined by staff that the Stormwater Pollution Prevention Plan plays a vital role in protecting water quality and increases permittee accountability.

6. BASIS FOR CONTROLS AND LIMITATIONS

a. *Stormwater Discharges*

The conditions of this general permit have been designed using best professional judgment to achieve water quality protection through compliance with the technology-based standards of the Clean Water Act (Best Available Technology [BAT] and Best Conventional Pollutant Control Technology [BCT]). Where the Director determines that a water quality violation is occurring and water quality-based controls or effluent limitations are required to protect the receiving waters, coverage under the general permit shall be terminated and an individual permit will be required. Based on a consideration of the appropriate factors for BAT and BCT requirements, and a consideration of the factors discussed below in this fact sheet for controlling pollutants in stormwater discharges associated with the activities as described in Item 1 (Types of Discharge Covered), this permit retains a set of requirements for developing and implementing stormwater pollution prevention plans, and specific requirements for monitoring and reporting on stormwater discharges.

The permit conditions reflect the Environmental Protection Agency's (EPA) and North Carolina's pollution prevention approach to stormwater permitting. The quality of the stormwater discharge associated with an industrial activity will depend on the availability of pollutant sources. This renewal permit still reflects the Division's position that implementation of Best Management Practices (BMPs) and traditional stormwater management practices which control the source of pollutants meets the definition of BAT and BCT. The permit conditions are not numeric effluent limitations, but rather are designed to be flexible requirements for developing and implementing site specific plans to minimize and control pollutants in the stormwater discharges associated with the industrial activity.

Title 40 Code of Federal Regulations (CFR) Part 122.44(k)(2) authorizes the use of BMPs in lieu of numeric effluent limitations in NPDES permits when the agency finds numeric effluent limitations to be infeasible. The agency may also impose BMP requirements which are "reasonably necessary" to carry out the purposes of the Act under the authority of 40 CFR 122.44(k)(3). The conditions of the renewal permit are retained under the authority of both of these regulatory provisions. The pollution prevention requirements (BMP requirements) in this permit operate as limitations on effluent discharges that reflect the application of BAT/BCT. The basis is that the BMPs identified require the use of source control technologies which, in the context of these general permits, are the best available of the technologies economically achievable (or the equivalent BCT finding).

All facilities covered by this stormwater general permit must fully implement the Sedimentation and Erosion Control Plan received from the Division of Energy, Mineral, and Land Resources or an approved local program pursuant to the requirements of NC G.S. 113A-54.1 and in conformity with the rules adopted by the Sedimentation and Erosion Control Commission.

Covered facilities must also fully implement the permit for a sanitary landfill from the NC Division of Waste Management, pursuant to the requirements of NC G.S. 130A-294 and in conformity with the rules adopted in 15A North Carolina Administrative Code, Subchapter 13B Section .0500. Deviation from the landfill permit, or approved amendment or revision

of the landfill permit, shall constitute a violation of the terms and conditions of this general permit. A signed copy of the landfill permit shall be maintained on the site at all times.

The EPA and NPDES States have, on a case-by-case basis, imposed BMP requirements in NPDES permits. The EPA has also continued to review and evaluate case studies involving the use of BMPs and the use of pollution prevention measures associated with spill prevention and containment measures for oil. The development of the NPDES permit application requirements for stormwater discharges associated with industrial activity resulted from the evaluation and identification of the potential contaminants and the resultant water quality impacts of stormwater discharges from industrial sites. Public comments received during the rule making provided additional insight regarding stormwater risk assessment, as well as appropriate pollution prevention and control measures and strategies. During that time EPA again reviewed stormwater control practices and measures. These experiences have shown the Division that pollution prevention measures such as BMPs can be appropriately used and that permits containing BMP requirements can effectively reduce pollutant discharges in a cost-effective manner. BMP requirements are imposed in general permits in lieu of numeric effluent limitations pursuant to 40 CFR 122.44(k)(2).

There has been no significant change to this rationale since the previous General Permit NCG120000.

b. Stormwater Benchmarks

The “**Non-polar O&G**” [by EPA Method 1664 (SGT-HEM)] benchmark of **15.0 mg/l** is consistent with other States’ benchmarks and/or limits for total petroleum hydrocarbons (TPH) and reflects a value normally only associated with significant oil contamination. Specifying the EPA Method 1664 with the silica gel treatment step (SGT-HEM) in the permit ensures a cost-effective way to estimate TPH (as opposed to gas chromatographic analysis).

The standard **total suspended solids (TSS) benchmark** of **100 mg/l** is based on the median concentration derived from the National Urban Runoff Program (NURP) study in 1983 and serves as a benchmark in most other industrial stormwater permits with TSS monitoring. The lower TSS benchmark for ORW, HQW, trout, and primary nursery area (PNA) waters of **50 mg/l** reflects half that standard value and was set to flag potential problems in discharges to waters with much lower water quality standards for TSS concentrations (20 mg/l for HQW and ORW; 10 mg/l for trout and PNA waters).

The proposed **pH benchmark** range of between 6.0 and 9.0 standard units for discharges from vehicle maintenance areas is based on N.C. Water Quality Standards in 15A NCAC 02B .0211 and is consistent with other renewed stormwater general permits.

The **fecal coliform benchmark** is set at 1000 count per 100ml. The N.C. Water Quality Standard (for all Class C waters, based on human health) establishes that fecal coliforms shall not exceed a geometric mean of 200/100ml (MF count) based upon at least five consecutive samples examined during any 30-day period, nor exceed 400/100ml in more than 20 percent of the samples examined during such period. The SPU does not consider these in-stream values practical for a stormwater benchmark.

The **COD benchmark** is set at 120 mg/L, consistent with all other stormwater General Permits employing COD. COD is one measure of the organic pollutants in stormwater, and is generally found at levels three to six times the BOD₅ levels in domestic wastewaters. NC DWQ has selected a multiplier of 4 in comparison to BOD. There has been no change to this benchmark value since the 2007 permit.

7. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

There are no requested variances or alternatives to required standards. Facilities requesting variances to required standards will not be covered under this General Permit but will instead be required to seek coverage under an individual permit.

8. THE ADMINISTRATIVE RECORD

The administrative record, including application, draft permits, fact sheet, public notice, comments received, and additional information is available by writing to:

Stormwater Program
Division of Energy, Mineral, and Land Resources (DEMLR)
1612 Mail Service Center
Raleigh, North Carolina 27699-1612

Due to the COVID-19 pandemic, visitors are not currently allowed at DEMLR offices. However, electronic copies of the documents listed above are available on our Laserfiche online repository, or by emailing alaina.morman@ncdenr.gov.

9. STATE CONTACT

Additional information about the draft permit may be obtained between the hours of 8:00 AM and 5:00 PM Monday through Friday by contacting **Alaina Morman** at alaina.morman@ncdenr.gov.

10. SCHEDULE OF PERMIT ISSUANCE

Draft Permit Public Notice – Statewide Notice to publish: [May 17, 2021](#)
Draft available on-line by [May 17, 2021](#)
Comment Period Ends [June 16, 2021](#)

Permit Scheduled to Issue – No later than: [July 1, 2021](#)
Effective: [July 1, 2021](#)

11. PROCEDURE FOR THE FORMULATION OF FINAL DETERMINATIONS

a. *Comment Period*

The Division of Energy, Mineral, and Land Resources proposes to issue an NPDES General Permit for the above described stormwater discharges subject to the outlined effluent limitations, management practices, and special conditions. These determinations are open to comment from the public.

Interested persons are invited to submit written comments on the permit applications or on the Division of Energy, Mineral, and Land Resources' proposed determinations to the following address:

Stormwater Program
Division of Energy, Mineral, and Land Resources
Attn: Alaina Morman
1612 Mail Service Center
Raleigh, North Carolina 27699-1612
OR alaina.morman@ncdenr.gov

All comments received within thirty (30) days following the date of public notice are considered in the formulation of final determinations.

b. Public Meeting

The Director of the Division of Energy, Mineral, and Land Resources may hold a public meeting if there is a significant degree of public interest in a proposed permit or group of permits. Public notice of such a meeting will be circulated in newspapers in the geographical area of the discharge and to those on the Division of Energy, Mineral, and Land Resources' mailing list at least thirty (30) days prior to the meeting.

c. Appeal Hearing

An applicant whose permit is denied, or is granted subject to conditions he deems unacceptable, shall have the right to a hearing before the Commission upon making written demand to the Office of Administrative Hearing (OAH) within 30 days following issuance or denial of the permit.

d. Issuance of a Permit When no Hearing is Held

If no public meeting or appeal hearing is held, after review of the comments received, and if the Division of Energy, Mineral, and Land Resources determinations are substantially unchanged, the permit will be issued and become effective on the first day of the month following the issuance date. This will be the final action of the Division of Energy, Mineral, and Land Resources.

If a public meeting or appeal hearing is not held, but there have been substantial changes, public notice of the Division of Energy, Mineral, and Land Resources revised determinations will be made. Following a 30-day comment period, the permit will be issued and will become effective on the first day of the month following the issuance date. This will be the final action of the Division of Energy, Mineral, and Land Resources unless a public meeting or appeal hearing is granted.

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES

GENERAL PERMIT NO. NCG120000

TO DISCHARGE STORMWATER UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

For establishments primarily engaged in the following activities:

Landfills

In compliance with the provision of North Carolina General Statute 143-215.1, other lawful standards and regulations promulgated and adopted by the North Carolina Environmental Management Commission and the Federal Water Pollution Control Act, as amended, this permit is hereby issued to all owners or operators, hereafter permittees, which are covered by this permit as evidenced by receipt of a Certificate of Coverage (COC) by the Environmental Management Commission to allow the **discharge of stormwater to the surface waters of North Carolina** or to a separate storm sewer system conveying discharges to surface waters in accordance with the terms and conditions set forth herein.

Coverage under this General Permit is applicable to:

- ◆ All owners or operators of stormwater point source discharges associated with activities from establishments primarily categorized as landfills, including construction and demolition debris landfills, which are permitted by the North Carolina Division of Waste Management under the provisions and requirements of North Carolina General Statute 130A-294.
- ◆ [Stormwater point source](#) discharges from like industrial activities deemed by The Division of Energy, Mineral, and Land Resources (the Division) to be similar to these operations in the process, or the discharges, or the exposure of raw materials, intermediate products, by-products, final products, or waste products.

Except upon Division determination of similarity as provided immediately above, coverage under this General Permit is not applicable to:

- ◆ Stormwater point source discharges from open dumps, hazardous waste disposal sites, land clearing and inert debris landfills, or discharges of wastes (including discharges of leachate as defined in 15A NCAC 13B .0101(11)).
- ◆ Contaminated stormwater as defined in Part J of this permit.

The General Permit shall become effective on July 1, 2021.

The General Permit shall expire at midnight on June 30, 2026.

Signed this 30th day of June 2021.

Original signed by Brian Wrenn

Brian Wrenn, Director
Division of Energy, Mineral, and Land Resources
By the Authority of the Environmental Management Commission

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- I-14. Need to Halt or Reduce not a Defense

PART J DEFINITIONS

PART A: INTRODUCTION

A-1. NCG120000 Permit Coverage

All persons desiring to have facilities covered by this General Permit must register with the Division of Energy, Mineral, and Land Resources (the Division) by filing a Notice of Intent (NOI) and paying the applicable fees. The NOI shall be submitted and a Certificate of Coverage (COC) issued prior to any discharge of stormwater associated with industrial activity that has a point source discharge to surface waters of the state or to a separate storm sewer system conveying discharges to surface waters.

Any owner or operator not wishing to be covered or limited by this General Permit may make application for an individual National Pollutant Discharge Elimination System (NPDES) permit in accordance with NPDES procedures in 15A NCAC 2H .0100, stating the reasons supporting the request. Any application for an individual permit shall be made at least 180 days prior to commencement of discharge.

This General Permit does not cover activities or discharges covered by an individual NPDES permit until the individual permit has been rescinded or revoked. Any person conducting an activity covered by an individual permit, but which could be covered by this General Permit may request that the individual permit be revoked and coverage under this General Permit be provided.

If industrial materials and activities are not exposed to precipitation or runoff as described in 40 CFR §122.26(g), the facility may qualify for a No Exposure Exclusion from NPDES stormwater discharge permit requirements. Any owner or operator wishing to obtain a No Exposure Exclusion from permitting must submit a No Exposure Certification NOI form to the Division; must receive approval from the Division; must maintain no exposure conditions unless authorized to discharge under a valid NPDES stormwater permit; and must recertify the No Exposure Exclusion annually.

Any facility may apply for new or continued coverage under this permit until a [Total Maximum Daily Load](#) (TMDL) for pollutants for stormwater discharges is established. A TMDL is for one or more watersheds with one or more [impaired waters](#). The TMDL sets one or more pollutant-loading limits that affects one or more watersheds, or portion of a watershed, draining to one or more impaired waters. A list of approved TMDLs for the state of North Carolina can be found at <https://deq.nc.gov/about/divisions/water-resources/planning/modeling-assessment/tmdls>. To not be subject to the TMDL, each facility with one or more discharges to watersheds affected by a TMDL must demonstrate it does not have reasonable potential to violate applicable water quality standards for those pollutants identified in the TMDL as a result of discharges. If the Division determines that discharges have reasonable potential to cause water quality standards violations, the facility shall apply for an individual permit 180 days prior to the expiration date of this General Permit. After that individual permit becomes effective, the facility will no longer have coverage under this General Permit. Note although there is not a TMDL for every impaired water, the permittee must identify impaired waters in the General Location Map, as outlined in the Stormwater Pollution Prevention Plan (SWPPP), [Part B](#) of this permit. The Department of Environmental Quality - Division of Water Resources integrated reports (<https://deq.nc.gov/about/divisions/water-resources/planning/modeling-assessment/water-quality-data-assessment/integrated-report-files>) include assessments of waters monitored in North Carolina. Use the most recent final report to identify impaired waters.

Until this permit expires or is modified, revoked, or rescinded, the permittee is authorized to discharge stormwater to the surface waters of North Carolina or a separate storm sewer system which has been treated and managed in accordance with the terms and conditions of this General Permit and the requirements of the permittee's COC.

The permittee's COC is hereby incorporated by reference into this General Permit. Any violation of the COC is a violation of this General Permit and subject to enforcement action as provided in the General Permit.

Any other point source discharge to surface waters of the state is prohibited unless it is an allowable non-stormwater discharge or is covered by another permit, authorization, or approval. The discharges allowed by this General Permit shall not cause or contribute to violations of Water Quality Standards. Discharges allowed by this permit must meet applicable wetland standards as outlined in 15A NCAC 2B .0230 and .0231 and water quality certification requirements as outlined in 15A NCAC 2H .0500.

If activities covered by this permit expand or change after issuance of the COC such that the types of discharges are affected, the permittee must first contact the Division to determine if modifications to the COC are necessary.

This permit does not relieve the permittee's responsibility for compliance with any other applicable federal, state, or local law, rule, standard, ordinance, order, or decree.

A-2. Limitations and Controls for Stormwater Discharge

During the period beginning on the effective date of the Certificate of Coverage and lasting until expiration of the General Permit, the permittee is authorized to discharge stormwater. Such discharges shall be controlled, limited, and monitored as specified below:

- (a) Prior to commencement of land disturbing activities, the permittee shall submit for approval an Erosion and Sediment Control Plan (plan) to the Department of Environmental Quality, Division of Energy, Mineral, and Land Resources, or an approved local program, pursuant to the requirements of NC G.S. 113A-54.1 and in conformity with the rules adopted by the Sedimentation Control Commission.
- (b) The permittee shall implement the approved plan. The approved plan is a requirement or condition of this General Permit. Deviation from the approved plan, or approved amendment to the plan, shall constitute a violation of the terms and conditions of this General Permit. A signed copy of the approved plan shall be maintained on the site at all times.
- (c) Prior to constructing or operating a landfill the permittee shall obtain a permit for a sanitary landfill from the N.C. Department of Environment and Natural Resources, Division of Waste Management, pursuant to the requirements of NC G.S. 130A-294 and in conformity with the rules adopted in 15A North Carolina Administrative Code, Subchapter 13B Section .0500 or Section .1600. The landfill permit is a requirement or condition of this General Permit. A signed copy of the landfill permit shall be maintained on the site at all times.
- (d) Equipment utilized during the land disturbing or landfill operational activities on a site shall be operated and maintained in such a manner as to prevent potential or actual pollution of the surface or ground waters of the state. Fuels, lubricants, coolants, and hydraulic fluids, other petroleum products, and spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, of the state and in accordance with applicable state and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface or ground, of the state.

PART B: STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The permittee shall develop a [Stormwater Pollution Prevention Plan \(SWPPP\)](#). The SWPPP shall be maintained on site unless exempted from this requirement by the Division. The permittee shall implement the SWPPP and all [Best Management Practices](#) (BMPs) consistent with the provisions of this permit, to control contaminants entering surface waters.

These items shall exist for the duration of the permit term and made available to the Director upon request and also shall be sent to the Regional Office upon request. The SWPPP shall be considered public information in accordance with [I-8](#) of this General Permit.

The SWPPP shall include, at a minimum, the following items:

B-1. Responsible Party

The SWPPP shall identify specific positions responsible for the overall coordination, development, implementation, and revision of the SWPPP. Responsibilities for all components of the SWPPP shall be documented and position assignments provided.

B-2. General Location Map

The General Location Map shall be a USGS quadrangle map or appropriately drafted equivalent map that includes:

- (a) The facility's location in relation to transportation routes and surface waters;
- (b) The name of the receiving waters to which the stormwater outfalls discharge, or if the discharge is to a municipal separate storm sewer system, the name of the municipality and the ultimate receiving waters;
- (c) Any [impaired receiving waters](#), use the most recent final integrated report (<https://deq.nc.gov/about/divisions/water-resources/planning/modeling-assessment/water-quality-data-assessment/integrated-report-files>) to identify impaired waters;
- (d) If the site is in a watershed for which a [TMDL](#) has been established, include a list of the parameters of concern (those exceeding water quality standards).

B-3. Site Map

The Site Map shall include the following at a scale sufficient to clearly depict all required features. At a minimum, the map shall include:

- (a) Site property/permit boundary;
- (b) Site topography;
- (c) Buildings, roads, parking areas and other built-upon areas;
- (d) Industrial activity areas (including, but not limited to: [vehicle maintenance activities](#), metal fabrication of materials or equipment, storage of materials, disposal areas, process areas, loading and unloading areas, and haul roads);
- (e) [Stormwater discharge outfalls](#) and a table of latitudes and longitudes;
- (f) Delineated drainage area for each outfall and a table of impervious percentage for each drainage area;
- (g) Stormwater Control Measures (SCMs);

- (h) All stormwater collection/drainage features, structures and direction of flow;
- (i) On-site and adjacent surface waters and wetlands; and
- (j) A graphic scale and north arrow.

B-4. Narrative Description of Industrial Processes

The narrative description shall include:

- (a) Storage practices;
- (b) Loading and unloading activities;
- (c) Outdoor process areas;
- (d) Dust or particulate generating and control processes;
- (e) Waste disposal practices; and
- (f) A list of the potential pollutants that could be expected to be present in the stormwater discharge from each outfall.

B-5. Feasibility Study

A review of the technical and economic feasibility of changing the methods of operations and/or storage practices to eliminate or reduce exposure of materials and processes to rainfall and runoff flows. Wherever practical, the permittee shall prevent exposure of all storage areas, material handling operations, and manufacturing or fueling operations. In areas where elimination of exposure is not practical, the review shall document the feasibility of diverting the stormwater runoff away from areas of potential contamination.

B-6. Evaluation of Stormwater Outfalls

On an annual basis, the permittee shall evaluate all stormwater outfalls for the presence of non-stormwater discharges.

- (a) If no non-stormwater discharges are present, the permittee shall certify the evaluation results. This certification shall be dated and signed in accordance with the requirements found in [H-1](#) and retained with the SWPPP.
- (b) If non-stormwater discharges are present, the permittee shall identify the source and record whether the discharge is otherwise permitted by rule or a different permit. The permittee shall evaluate the environmental significance of the non-stormwater discharges. A summary written record shall be dated and signed in accordance with the requirements found in [H-1](#) and retained with the SWPPP.

B-7. Stormwater BMP Summary

The installation and implementation of BMPs shall be based on the assessment of the potential for sources to contribute significant quantities of pollutants to stormwater discharges and on data collected through monitoring of stormwater discharges. The BMP Summary shall be reviewed and updated annually.

The BMP Summary shall include:

- (a) Written record of the specific rationale for installation and implementation of the selected site BMPs.
- (b) Structural and nonstructural practices to minimize the exposure and transport of materials in stormwater.
- (c) BMPs for vehicle maintenance activities.

B-8. Secondary Containment Plan

In order to prevent leaks and spills from contaminating stormwater runoff, [secondary containment](#) is required for: [bulk storage of liquid materials](#) including petroleum products; storage in any amount of [water priority chemicals](#) listed in Section 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA); and storage of [hazardous substances](#) in any amount.

For facilities subject to the federal Spill Prevention, Control, and Countermeasure (SPCC) regulation, the SPCC Plan may be used to support compliance with this requirement.

The Secondary Containment Plan shall include:

- (a) A table or summary of tanks and stored materials equipped with secondary containment systems;
- (b) Manually activated valves or other similar devices that are securely closed with a locking mechanism if the secondary containment devices are connected to the stormwater conveyance system;
- (c) A commitment to visually observe any accumulated stormwater prior to release for color, foam, outfall staining, visible sheens, and dry weather flow;
- (d) A commitment to only release accumulated stormwater that is uncontaminated by any material; and
- (e) Records on every release from a secondary containment system that include: the individual making the observation, a description of the accumulated stormwater, and the date and time of the release. These records shall be kept for a period of five (5) years.

B-9. Spill Prevention and Response Procedures

A responsible person shall be on-site at all times during facility operations that have potential to contaminate stormwater runoff through spills or exposure of materials associated with the facility operations. For facilities subject to the federal SPCC regulation, the SPCC Plan may be used to support compliance with this requirement.

The Spill Prevention and Response Procedures (SPRP) shall include:

- (a) An assessment of areas of the facility where there is the potential for spills;
- (b) A list of trained facility personnel responsible for implementing the SPRP;
- (c) A signed and dated acknowledgement in which staff members accept responsibilities for the SPRP;
- (d) An inventory of spill response materials and equipment and the locations for storing these items;
- (e) Written procedures for proper cleanup and disposal of spilled materials; and
- (f) A list of [significant spills](#) or leaks of pollutants that have occurred during the previous three (3) years and any corrective actions taken to mitigate spill impacts or the notation that no spills have occurred. This list shall be updated on annual basis.

B-10. Solvent Management Plan

The Solvent Management Plan shall be incorporated as a separate chapter into the Stormwater Pollution Prevention Plan (SWPPP).

The Solvent Management Plan (SMP) shall include:

- (a) an annually updated and quantified inventory of solvents present on site during the previous three years;
- (b) a narrative description of the facility locations and uses of solvents;
- (c) the method of disposal, including quantities disposed on-site and off-site; and
- (d) the management procedures and engineering measures for assuring that solvents do not spill or leak into stormwater.

If solvents are not stored or used onsite, the owner must certify that in the SWPPP. The Division may at its discretion require submittal, review, and approval of the SMP.

B-11. Preventative Maintenance and Good Housekeeping Program

A preventative maintenance and good housekeeping program (PMGHP) shall be developed and implemented.

The PMGHP shall include:

- (a) A schedule of inspections, maintenance, and housekeeping measures for industrial activity areas including, at a minimum, all material storage and handling areas, disposal areas, process areas, loading and unloading areas, haul roads, and vehicle maintenance areas. Inspections shall occur at a minimum on a quarterly schedule (January-March, April-June, July-September, October-December).
- (b) A plan for disposing spent lubricants and fuels properly and in accordance with applicable federal disposal regulations.
- (c) A record of inspections, maintenance, and housekeeping activities.

B-12. Employee Training

Employee training shall be developed and provided on an annual basis for facility personnel responsible for operations that have the potential to contaminate stormwater runoff. The training shall be documented by the date, signature, and printed or typed name of each employee trained. Signatures may be original or electronic.

The annual employee training shall include, at a minimum, the following topics:

- (a) General stormwater awareness;
- (b) The provisions of the current NCG120000 general permit.
- (c) Spill response training;
- (d) Used oil management;
- (e) Spent solvent management;
- (f) [Secondary containment](#) releases;
- (g) Fueling procedure;
- (h) Disposal of spent abrasives;
- (i) Sanding, painting, and blasting procedures, and
- (j) Used battery management.

B-13. Representative Outfall Status

If a facility has multiple discharge locations with substantially identical stormwater discharges that are required to be sampled, the permittee may petition the Director for [representative outfall status](#) (ROS). If it is established that the stormwater discharges are substantially identical and the permittee is granted representative outfall status, then analytical sampling requirements may be performed at a reduced number of outfalls.

If the Division has granted ROS, documentation from the Division shall be part of the SWPPP. The permittee shall notify the Division of any site or activity modifications that result in a change to ROS.

The permittee must request reissuance of ROS by submitting a written request to the Division's Central Office within thirty (30) days prior to the expiration of this General Permit to maintain ROS.

B-14. Annual SWPPP Review and Update

All aspects of the SWPPP shall be reviewed and updated on an annual basis. The permittee shall amend the SWPPP whenever there is a change in design, construction, operation, site drainage, maintenance, or configuration of the physical features which may have a significant effect on the potential for the discharge of pollutants to surface waters.

In addition, the SWPPP update shall include a review and comparison of sample analytical data to benchmark values (if applicable) over the past year, including a discussion about Tiered Response status. The permittee shall use the Division's Annual Summary Data Monitoring Report (DMR) form, available from the Stormwater Permitting Program's website (<https://deq.nc.gov/about/divisions/energy-mineral-land-resources/npdes-stormwater-gps>).

B-15. Annual On-Line SWPPP Certification (Forthcoming)

After the Division's ePermitting system develops the capability to receive this information, the permittee shall submit an on-line certification that the annual SWPPP review and update has been completed in a manner that meets the conditions of this permit.

B-16. Notice to Modify the SWPPP

The Director may notify the permittee when the SWPPP does not meet one or more of the minimum requirements of the permit. Within 30 days of such notice, the permittee shall submit a time schedule to the Director for modifying the SWPPP to meet minimum requirements. Upon completion of the modifications, the permittee shall provide certification in writing in accordance with [H-1](#) and [H-7](#) of this permit to the Director that the changes have been made.

B-17. SWPPP Documentation

Copies of the SWPPP shall be maintained on-site and be available electronically to the Division upon request. These records or copies shall be maintained for a period of at least five years. This period may be extended by request of the Director at any time [40 CFR 122.41].

PART C: OPERATIONAL REQUIREMENTS

Permitted operations shall be subject to the following operational requirements.

C-1. Operation and Maintenance of Treatment and Control Systems

The permittee shall at all times:

- (a) Properly operate and maintain all facilities and systems of treatment and control and related appurtenances which are installed or used by the permittee to achieve compliance with the conditions of this permit.
- (b) Implement laboratory controls and quality assurance procedures for onsite laboratories and/or on-site testing.
- (c) Operate back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of this permit [40 CFR 122.41(e)].

C-2. SCM Clean-Out

SCMs must be cleaned out when sediment storage capacity equals or exceeds 50 percent of the design sediment volume or if visible sedimentation is leaving the property.

C-3. Residuals Management

The residuals generated from treatment facilities must be disposed of in accordance with applicable standards and in a manner such as to prevent any pollutants from such materials from entering waters of the state or navigable waters of the United States.

C-4. Corrective Actions

The permittee shall take corrective actions if: self-inspections required by this permit identify a need for corrective actions, a facility fails to perform satisfactorily, or a facility creates nuisance conditions.

Corrective actions shall include, but not be limited to: maintenance, modifications, or additions to existing control measures, the construction of additional or replacement treatment or disposal facilities, or implementation of new BMPs. Corrective actions shall be completed as soon as possible considering [adverse weather](#) and site conditions.

C-5. Draw Down of Treatment Facilities for Essential Maintenance

The permittee may draw down stormwater treatment facilities if these conditions are met:

- (a) Treatment facilities shall be drawn down in a manner to ensure benchmarks and/or limits are met;
- (b) Analytical sampling data of the water stored in the treatment facility demonstrates that the discharge will not exceed benchmarks in this permit. The sampling data shall be collected no more than 14 calendar days prior to the draw down; and
- (c) The drawdown is for essential maintenance to assure efficient operation.

C-6. Bypasses of Stormwater Treatment Facilities

[Bypass](#) is prohibited, and the Division may take enforcement action against a permittee for bypass unless the permittee provides engineering evidence that all three of the following conditions are met:

- (a) The bypass was unavoidable to prevent loss of life, personal injury or [severe property damage](#);
- (b) There were no feasible alternatives to the bypass, such as the use of auxiliary control facilities, retention of stormwater, or maintenance during normal periods of equipment downtime or dry weather. This condition is not satisfied if adequate backup controls should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (c) The permittee submitted notices and identified the reason(s) for the bypass as required under C-8 below.

C-7. Upsets

Diversions of stormwater from treatment facilities may be considered as an [upset](#), rather than a bypass, if the permittee can demonstrate to the Director that all of the following conditions have been met. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

- (a) The permittee demonstrates that the upset was not caused by operational error, improperly designed treatment or control facilities, lack of preventive maintenance, or careless or improper operation.
- (b) The permittee agrees to take remedial measures if necessary.
- (c) The permittee submitted notice of the upset and identified the cause(s) of the upset as required under Item C-8 below.

C-8. Required Notice for Bypass or Upset

After a permittee becomes aware of an occurrence that must be reported, the permittee shall contact the appropriate Division regional office within the timeframes and in accordance with the requirements listed in Table 1 below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Hotline at (800) 858-0368.

Table 1: Bypass and Upset Reporting Requirements

Event [40 CFR 122.41(m)(3)]	Reporting Requirements
Anticipated Bypass	<i>Written report at least ten days prior to the anticipated bypass.</i> The written report shall include an evaluation of the anticipated quantity, quality, and effect of the bypass.
Unanticipated Bypass or Upset	<i>Oral or electronic notification within 24 hours of the event, and</i> <i>Written report within 7 calendar days of the event.</i> The written report shall include an evaluation of the quantity, quality, and effect of the bypass.

PART D: QUALITATIVE MONITORING OF STORMWATER DISCHARGES

The purpose of qualitative monitoring is to implement a quick and inexpensive way to evaluate the effectiveness of the permittee's SWPPP, to identify the potential for new sources of stormwater pollution, and to prompt the permittee's response to pollution.

D-1. Visual Inspections

- (a) Visual inspections shall be made at each stormwater discharge outfall (SDO) that discharges stormwater associated with industrial activity unless representative outfall status specifically for visual monitoring has been approved in writing by the Division.
- (b) Visual inspections shall be performed concurrent with required analytical monitoring.
- (c) Visual inspections are not required to be performed outside of the facility's normal operating hours.
- (d) Visual inspections shall be recorded on the Division's Stormwater Discharge Outfall Qualitative Monitoring Report (QMR) form and shall include observations of:
 - i. Color
 - ii. Odor
 - iii. Clarity
 - iv. Floating Solids
 - v. Suspended Solids
 - vi. Foam
 - vii. Oil Sheen
 - viii. Deposition at or immediately below the outfall
 - ix. Erosion at or immediately below the outfall, and
 - x. Other obvious indicators of stormwater pollution.
- (e) Inability to perform inspections because of adverse weather or lack of discharge during the monitoring period shall not constitute a failure to monitor if the event is documented in the SWPPP and recorded on the Qualitative Monitoring Report.

D-2. Qualitative Monitoring Response

- (a) If the permittee's qualitative monitoring indicates that the SWPPP and/or existing stormwater BMPs are ineffective, or that significant stormwater contamination is present, then the permittee shall investigate potential causes, evaluate the feasibility of corrective actions, and implement those feasible corrective actions within sixty (60) days.
- (b) A written record of the permittee's investigation, evaluation, and response actions shall be kept in the SWPPP.

PART E: ANALYTICAL MONITORING OF STORMWATER DISCHARGES

This part applies to industrial stormwater discharges from covered activities.

E-1. Required Baseline Sampling

The permittee shall perform baseline sampling of all stormwater discharge outfalls and/or authorized representative discharge outfalls in accordance with this part.

- (a) [Grab samples](#) shall be collected, analyzed, and reported for the parameters listed in Table 2.
- (b) Grab samples shall be analyzed for pH within 15 minutes of collection.
- (c) The total rainfall amount for each sampling event shall be recorded in inches. Total rainfall shall be determined from an on-site rain gauge or a regional rain gauge located within one (1) mile of the facility.
- (d) Samples shall be collected from four separate monitoring periods per year unless the facility is in Tier Two or Tier Three status. A minimum of thirty (30) days must separate any two sampling events during the following periods:
 - i. January 1 – March 31
 - ii. April 1 – June 30
 - iii. July 1 – September 30.
 - iv. October 1 – December 31
- (e) If the facility was in Tier Two or Tier Three status under the previous permit, the facility shall continue monthly monitoring and reporting requirements until relieved by the provisions of this permit or the Division.

E-2. Baseline Sampling Benchmarks

- (a) Analytic results for each parameter shall be compared to the benchmark values for the appropriate receiving stream classification as provided in Table 2. An exceedance of a benchmark value is not a permit violation; however, failure to respond in accordance with E-2(b) below is a permit violation.
- (b) An exceedance of any benchmark value shall require a tiered response for that outfall. A single exceedance of a benchmark value shall require a Tier One response for that outfall. Two benchmark value exceedances in a row shall require a Tier Two response for that outfall. Four benchmark exceedances for a parameter within the permit term shall require a Tier Three response for that outfall.
- (c) Baseline sampling benchmarks shall be in accordance with Table 2 below.

Table 2: Summary of Quarterly Baseline Sampling Requirements

Parameter Code	Parameter	Receiving Stream Classifications	Units	Benchmark
C0530	Total Suspended Solids (TSS)	All, except ...	mg/L	100
		HQW , ORW , Tr , PNA	mg/L	50
00400	pH ¹	Freshwater	Standard	6.0-9.0
		Saltwater	Standard	6.8-8.5
00340	Chemical Oxygen Demand (COD)	All	mg/L	120
31616	Fecal Coliform	All	# per 100 mL	1000
46529	Total Rainfall of Sampled Event	-	Inches	-
For vehicle or equipment maintenance areas in which more than 55 gallons of motor oil and/or hydraulic oil are used per month when averaged over the calendar year.				
00552	Non-Polar Oil & Grease per EPA Method 1664 SGT-HEM	All	mg/L	15
NCOIL	Average Monthly Oil Usage at the Facility	-	Gallons/month	-

¹ Grab samples shall be analyzed for pH within 15 minutes of collection.

E-3. Methodology for Collecting Samples

- (a) Outfall monitoring efforts shall begin with the first [measurable storm event](#) in the monitoring period that meets all the following conditions:
- Occurs at least 72 hours after the previous measurable storm event unless E-3(b) applies,
 - Occurs during the facility's normal operating hours,
 - Does not coincide with [adverse weather conditions](#), and
 - Is characteristic of the volume and nature of the permitted discharge.
- (b) The 72-hour storm interval may not apply if:
- The permittee is able to document that a shorter interval is representative for local storm events during the sampling period, and
 - The permittee obtains approval from the Division's Regional Office.
 - After authorization by the Division's Regional Office, a written approval letter must be kept on site in the permittee's [SWPPP](#).
- (c) Grab samples shall be collected within the first 30 minutes of discharge from an outfall and continue until all outfalls that are discharging have been sampled.
- (d) Outfalls that are not sampled during the first measurable storm event in the monitoring period shall be sampled during the next measurable storm event in the monitoring period until a sample has been collected.

- (e) If, during the entire monitoring period, there is no discharge from an outfall during any measurable storm event then the permittee shall:
 - i. Report “No Discharge” in the DMR,
 - ii. Note “No Discharge” in the [SWPPP](#), and
 - iii. Submit the DMR within 30 days after the end of the monitoring period.
- (f) Lack of a discharge from an outfall for the monitoring period shall not constitute failure to monitor as long as the above permit conditions are met.
- (g) If the sampled storm event coincides with a known non-stormwater discharge that is deemed permitted under 15A NCAC 02 .0106, then this shall be noted on the DMR.

E-4. Locations for Collecting Samples

Samples shall be collected at all [stormwater discharge outfalls](#) (SDO) that discharge [stormwater associated with industrial activity](#). If the Division has issued a representative outfall status approval letter, then the permittee shall collect samples from all SDOs in accordance with the [ROS](#) approval letter.

- (a) All samples shall be taken before the discharge joins or is diluted by any other waste stream, body of water, or substance.
- (b) Monitoring points as specified in this General Permit shall not be changed without written notification to and approval by the Division [40 CFR 122.41(j)].

E-5. Tier One Response: Single Benchmark Exceedance

The facility will remain in Tier One status until three consecutive samples are under the benchmark or are inside the benchmark range for all parameters.

- (a) If any sampling result is above the benchmark value for any parameter at any outfall, then the permittee shall respond in accordance with Table 3 to identify and address the source of that exceedance for that parameter.
- (b) Each required response shall be documented in the SWPPP as each action occurs including; the date and value of the benchmark exceedance, the date the Division’s Regional Office was notified of the exceedance, the inspection date, the personnel conducting the inspection, the selected feasible actions, and the date the selected feasible actions were completed.
- (c) Each exceedance of a benchmark parameter shall individually require a Tier One response.
- (d) The Tier One response shall be in accordance with Table 3 below.

Table 3: Tier One Response for a Benchmark Exceedance

Timeline From Receipt of Sampling Results	Tier One Required Response/Action
Continuously	i. Document the exceedance and each required response/action in the SWPPP in accordance with E-5(b) above.
Within two weeks	ii. Notify the Division’s Regional Office of the exceedance date and value via email or, when it is developed, an electronic form created by the Division for reporting exceedances. iii. Conduct a stormwater management inspection. iv. Identify and evaluate possible causes of the benchmark exceedance.

Within one month	v. Select specific, feasible courses of action to reduce concentrations of the parameter(s) of concern including, but not limited to, source controls, operational controls, or physical improvements.
Within two months	vi. Implement the selected feasible actions.

E-6. Tier Two Response: Two Consecutive Benchmark Exceedances

The facility will remain in Tier Two status until three consecutive samples are under the benchmark or are inside the benchmark range for all parameters.

- (a) If any two consecutive sampling results in a row for the same parameter are above the benchmark value at an outfall, then the permittee shall respond in accordance with Table 4 to identify and address the source of exceedances for that parameter.
- (b) After implementing the specific feasible courses of action, perform monthly monitoring at every outfall where a sampling result exceeded the benchmark value for two consecutive samples for all parameters until three samples in a row are below the benchmark value or are inside the benchmark range.
- (c) Each required response shall be documented in the SWPPP as each action occurs including; the dates and values of the benchmark exceedances, the date the Division's Regional Office was notified of the consecutive exceedances, the inspection date, the personnel conducting the inspection, the selected feasible actions, the date the selected feasible actions were completed, and the monthly monitoring results.
- (d) Each pair of two consecutive exceedances of a single benchmark parameter at a single outfall shall constitute an event that requires a Tier Two response.
- (e) The Tier Two response shall be in accordance with Table 4 below.
- (f) Alternatively, in lieu of the Tier Two response, the permittee may, after two consecutive exceedances, implement a Tier Three response.

Table 4: Tier Two Response for Two Consecutive Benchmark Exceedances

Timeline From Receipt of Sampling Results	Tier Two Required Response/Action
Continuously	i. Document the exceedance and each required response/action in the SWPPP in accordance with E-6(c) above.
Within two weeks	ii. Notify the Division's Regional Office in writing of the exceedance date and value. iii. Conduct a stormwater management inspection. iv. Identify and evaluate possible causes of the benchmark exceedance.
Within one month	v. Select specific, feasible courses of action to reduce concentrations of the parameter(s) of concern including, but not limited to, source controls, operational controls, or physical improvements.
Within two months	vi. Implement the selected feasible actions. vii. Implement monthly monitoring at every outfall where a sampling result exceeded the benchmark value for two consecutive samples for all parameters until three samples in a row are below the benchmark value.

E-7. Tier Three Response: Four Benchmark Exceedances Within the Permit Term

The facility will remain in Tier Three status until three consecutive samples are under the benchmark or are inside the benchmark range for all parameters.

- (a) If any four sampling results within the permit term for any single parameter are above the benchmark value at a sampled outfall, then the permittee shall respond in accordance with Table 5 to identify and address the source of exceedances for that parameter at that outfall.
- (b) The permittee shall prepare a written Action Plan and submit to the Division's Regional Office for review and approval within thirty (30) days of receipt of the fourth analytic monitoring data point that exceeds the benchmark value. At a minimum, the Action Plan shall include:
 - i. documentation of the four benchmark exceedances,
 - ii. an inspection report that covers the industrial activities within the drainage area of the outfall with the exceedances (including the date of the inspection and the personnel conducting the inspection),
 - iii. an evaluation of standard operating procedures and good housekeeping procedures,
 - iv. identification of the source(s) of exceedances,
 - v. specific actions that will be taken to remedy the identified source(s) with a schedule for completing those actions, and
 - vi. a monitoring plan to verify that the Action Plan has addressed the source(s).
- (c) The permittee shall keep the Action Plan in the SWPPP and document when each specific action was carried out and by whom.
- (d) The permittee shall contact the Division's Regional Office when all actions in the Action Plan are completed.
- (e) The Tier Three response shall be in accordance with Table 5 below.

Table 5: Tier Three Response for Four Benchmark Exceedances Within the Permit Term

Timeline From Receipt of Fourth Sampling Result	Tier Three Required Response/Action
Continuously	i. Document the exceedances and each required response/action in the SWPPP in accordance with E-7(c) above. ii. Implement or continue monthly monitoring for all parameters at the subject outfall and continue until three samples in a row are below the benchmark value.
Within two weeks	iii. Notify the Division's Regional Office in writing of the affected outfall, four exceedance dates and values. iv. Conduct a stormwater management inspection. v. Identify and evaluate possible causes of the benchmark exceedance.
Within one month	vi. Prepare an Action Plan that should include specific, feasible courses of action to reduce concentrations of the parameter(s) of concern including, but not limited to, source controls, operational controls, or physical improvements and submit to the Division's Regional Office for review and approval.
Upon DEQ Approval	vii. Implement the approved Action Plan.

Upon Completion of Approved Action Plan	viii. Notify the Division's Regional Office of Action Plan completion.
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PART F: SUBMITTAL OF DISCHARGE MONITORING REPORTS (DMRs)

F-1. Deadlines for Submittal of Discharge Monitoring Reports

Discharge Monitoring Reports (DMRs) shall be submitted in accordance with Table 6 below. For COCs issued between March 1-31, June 1-30, September 1-30, or Dec 1-31, sampling shall not commence until the next sampling period following initial issuance of the COC.

Table 6: Reporting Requirements

Monitoring Period	DMR Type	Deadline	Notes
July 1, 2021 – Sep 30, 2021	Paper ¹	30 days after the monitoring period ends	The deadline to register in eDMR is July 1, 2021
Oct 1, 2021 – Dec 31, 2021	Paper ¹	30 days after the monitoring period ends	
Jan 1, 2022 – Mar 30, 2022 And all subsequent monitoring periods	Electronic ²	30 days after the monitoring period ends	The deadline to report in eDMR is Jan 1, 2022

¹ Paper DMRs will be submitted in accordance with F-2.

² Electronic DMRs will be submitted in accordance with F-3.

F-2. Submittal Process before Electronic Discharge Monitoring Reporting (eDMR)

Prior to eDMR, samples analyzed in accordance with the terms of this General Permit shall be reported as follows:

- Sample results shall be recorded on Discharge Monitoring Report (DMR) forms provided by the Director. DMR forms are available on the Division's website <https://deq.nc.gov/about/divisions/energy-mineral-land-resources/npdes-industrial-stormwater>.)
- DMRs shall be signed and certified by a person meeting the Signatory requirements in [H-1](#).
- Original, signed DMR forms shall be scanned and uploaded to the electronic DMR submittal form, which can be found by typing "deq.nc.gov/SW-Industrial" into a browser window and hitting "enter."
- Then, the original signed DMR Forms shall be mailed or otherwise delivered to the appropriate Regional Office, which is indicated at: <https://deq.nc.gov/contact/regional-offices/>.

F-3. Submittal Process after Electronic Discharge Monitoring Reporting (eDMR)

Unless otherwise informed by the Director, permittees shall register in eDMR prior to July 1, 2021 and shall begin reporting discharge monitoring data using eDMR on January 1, 2022. Information about eDMR can be found by typing "<https://deq.nc.gov/deq.nc.gov/sw-edmr>" into a browser window and hitting "enter."

F-4. Results Below Detection Limits

When results are below detection limit, they shall be reported in the format, "<XX mg/L," where XX is the numerical value of the detection limit.

F-5. Occurrences of No Discharge

If no discharge occurs during the sampling period, the permittee must record within 30 days of the end of the sampling period in the facility's monitoring records. "No Flow" or "No Discharge" shall be reported on the Discharge Monitoring Report (DMR).

F-6. Reports if More Frequent Monitoring Has Occurred

If the permittee monitors any pollutant more frequently than required by this General Permit using test procedures approved under 40 CFR Part 136 and at a sampling location specified in this General Permit, the results of such monitoring shall be included in the data submitted on the DMR. Analytical results within the monitoring period shall be submitted no later than 30 days from the date the facility receives all the sampling results. For purposes of benchmark comparison and Tiered response actions, the permittee shall use the analytical results from the first sample with valid results. The permittee is encouraged to take more samples than required during a monitoring period to help identify potential causes of exceedances. When taking additional samples, the permittee may not use the additional sample with lowest results for compliance purposes to avoid taking actions to identify causes of parameter exceedances. Additional sampling is only for informational purposes.

F-7. Report if Begin Discharging to a Waterbody Not Listed on the COC

The permittee shall request a modification to the COC from the Division prior to discharging from a new SDO to a waterbody that is not listed on the most current COC.

F-8. Qualitative Monitoring Reports

The permittee shall record the required qualitative monitoring observations on the SDO Qualitative Monitoring Report form provided by the Division and shall retain the completed forms on site. Qualitative monitoring results shall not be submitted to the Division, except upon the Division's specific requirement to do so. Qualitative Monitoring Report forms are available on the Division's website (<https://deq.nc.gov/about/divisions/energy-mineral-land-resources/npdes-stormwater-gps>).

F-9. Monitoring Report Retention

Copies of the following reports shall be maintained on-site or be available electronically to the Division upon request. These records or copies shall be maintained for a period of at least 5 years from the date of the sample, measurement, report or Notice of Intent application. This period may be extended by request of the Director at any time [40 CFR 122.41].

- (a) Calibration and maintenance records,
- (b) Original strip chart recordings for continuous monitoring instrumentation,
- (c) Discharge Monitoring Reports (DMRs) and eDMR or other electronic DMR report submissions,
- (d) Visual monitoring records, and
- (e) Copies of all data used to complete the Notice of Intent to be covered by this General Permit.

PART G: OTHER OCCURENCES THAT MUST BE REPORTED

After a permittee becomes aware of an occurrence that must be reported, the permittee shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed in Table 7 below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Table 7: Other Occurrences that Shall Be Reported

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
Visible sedimentation in a stream or wetland	(a) Within 24 hours, an oral or electronic notification. (b) Within 7 calendar days, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. (c) If the stream is listed as impaired on the DWR Integrated Report for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
Oil spills if they are: • 25 gallons or more, • less than 25 gallons but cannot be cleaned up within 24 hours, • cause sheen on surface waters (regardless of volume), or • are within 100 feet of surface waters (regardless of volume).	(d) Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
Releases of hazardous substances in excess of reportable quantities under Section 311 of the CWA (Ref: 40 CFR 110.3 and 40 CFR 117.3) or section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85	(e) Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
Anticipated bypasses [40 CFR 122.41(m)(3)]	(f) A report at least ten days before the date of the bypass, if possible. The report shall include an evaluation of the anticipated quality and effect of the bypass.
Unanticipated bypasses [40 CFR 122.41(m)(3)]	(g) Within 24 hours, an oral or electronic notification. (h) Within 7 calendar days, a report that includes an evaluation of the quality and effect of the bypass.
Noncompliance with the conditions of this permit that may endanger health or the environment [40 CFR 122.41(l)(7)]	(i) Within 24 hours, an oral or electronic notification. (j) Within 7 calendar days, a report containing a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6). (k) Division staff may waive the requirement for a written report on a case-by-case basis.

PART H: PERMIT ADMINISTRATION

H-1. Signatory Requirements

All applications, reports, or information submitted to the Permit Issuing Authority shall be signed and certified [40 CFR 122.41(k)].

- (a) All Notices of Intent to be covered under this General Permit shall be signed as follows:
 - i. For a corporation: by a responsible corporate officer. For the purpose of this Section, a responsible corporate officer means: (a) a president, secretary, treasurer or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or (b) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - ii. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - iii. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official [40 CFR 122.22].
- (b) All reports required by this General Permit and other information requested by the Permit Issuing Authority shall be signed by a person described in paragraph (a) above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - i. The authorization is made in writing by a person described above;
 - ii. The authorization specified either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or well field, superintendent, a position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.); and
 - iii. The written authorization is submitted to the Permit Issuing Authority [40 CFR 122.22].
- (c) Changes to authorization: If an authorization under paragraph (b) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph (b) of this section must be submitted to the Director prior to or together with any reports, information, or applications to be signed by an authorized representative [40 CFR 122.22].

- (d) Any person signing a document under paragraphs (a) or (b) of this section, or submitting an electronic report (e.g., eDMR), shall make the following certification [40 CFR 122.22]. No other statements of certification will be accepted.

"I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

H-2. General Permit Expiration

General permits will be effective for a term not to exceed five years, at the end of which the Division may renew them after all public notice requirements have been satisfied. If a general permit is renewed, existing permittees do not need to submit a renewal request or pay a renewal fee unless directed by the Division. New applicants seeking coverage under a renewed general permit must submit a Notice of Intent (NOI) to be covered and obtain a Certificate of Coverage under the renewed general permit [15A NCAC 02H .0127(e)].

H-3. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned changes at the permitted facility which could significantly alter the nature or quantity of pollutants discharged [40 CFR 122.41(l)]. This notification requirement includes pollutants which are not specifically listed in the General Permit or subject to notification requirements under 40 CFR Part 122.42 (a).

H-4. Transfers

This General Permit is not transferable to any person without prior written notice to and approval from the Director in accordance with 40 CFR 122.61. The Director may condition approval in accordance with NCGS 143-215.1, in particular NCGS 143-215.1(b)(4)b.2., and may require modification or revocation and reissuance of the Certificate of Coverage, or a minor modification, to identify the new permittee and incorporate such other requirements as may be necessary under the CWA [40 CFR 122.41(l)(3), 122.61] or state statute. The permittee is required to notify the Division in writing in the event the permitted facility is sold or closed.

H-5. When an Individual Permit May be Required

The Director may require any owner/operator authorized to discharge under a Certificate of Coverage issued pursuant to this General Permit to apply for and obtain an individual permit or an alternative general permit. Any interested person may petition the Director to take action under this paragraph. Cases where an individual permit may be required include, but are not limited to, the following:

- (a) The discharger is a significant contributor of pollutants;
- (b) Conditions at the permitted site change, altering the constituents and/or characteristics of the discharge such that the discharge no longer qualifies for a general permit;
- (c) The discharge violates the terms or conditions of this General Permit;
- (d) A change has occurred in the availability of demonstrated technology or practices for the control or abatement of pollutants applicable to the point source;
- (e) Effluent limitations are promulgated for the point sources covered by this General Permit;

- (f) A water quality management plan containing requirements applicable to such point sources is approved after the issuance of this General Permit;
- (g) The Director determines at his or her own discretion that an individual permit is required.

H-6. When an Individual Permit May be Requested

Any permittee operating under this General Permit may request to be excluded from the coverage of this General Permit by applying for an individual permit. When an individual permit is issued to an owner/operator the applicability of this General Permit is automatically terminated on the effective date of the individual permit.

H-7. General Permit Modification, Revocation and Reissuance, or Termination

The issuance of this General Permit does not prohibit the Permit Issuing Authority from reopening and modifying the General Permit, revoking and reissuing the General Permit, or terminating the General Permit as allowed by the laws, rules, and regulations contained in Title 40, Code of Federal Regulations, Parts 122 and 123; Title 15A of the North Carolina Administrative Code, Subchapter 2H .0100; and North Carolina General Statute 143-215.1 et al. After public notice and opportunity for a hearing, the General Permit may be terminated for cause. The filing of a request for a General Permit modification, revocation and reissuance, or termination does not stay any General Permit condition. The Certificate of Coverage shall expire when the General Permit is terminated.

H-8. Certificate of Coverage Actions

Coverage under the General Permit may be modified, revoked and reissued, or terminated for cause. The notification of planned changes or anticipated noncompliance does not stay any General Permit condition [40 CFR 122.41(f)].

H-9. Requirement to Report Incorrect Information

Where the permittee becomes aware that it failed to submit any relevant facts in a Notice of Intent to be covered under this General Permit, or submitted incorrect information in that Notice of Intent application or in any report to the Director, it shall promptly submit such facts or information [40 CFR 122.41(l)(8)].

H-10. Waivers from Electronic Reporting

If a permittee is unable to use the eDMR system due to a demonstrated hardship or due to the facility being physically located in an area where less than 10 percent of the households have broadband access, then a temporary waiver from the NPDES electronic reporting requirements may be granted and discharge monitoring data may be submitted on paper DMR forms or alternative forms approved by the Director. See the following paragraph for information on how to request a waiver from electronic reporting.

To obtain a temporary electronic reporting waiver, the permittee must first submit an electronic reporting waiver request to the Division. Requests for temporary electronic reporting waivers must be submitted in writing to the Division for written approval at least sixty (60) days prior to the date the facility would be required under this permit to begin submitting monitoring data and reports. The duration of a temporary waiver shall not exceed 5 years and shall thereupon expire. At such time, monitoring data and reports shall be submitted electronically to the Division unless the permittee re-applies for and is granted a new temporary electronic reporting waiver by the Division. Approved electronic reporting waivers are not transferrable. Only permittees with an approved reporting waiver request may submit monitoring data and reports on paper to the Division for the period that the approved reporting waiver request is effective.

Information on eDMR and the application for a temporary electronic reporting waiver are found on the following web page: <https://deq.nc.gov/about/divisions/water-resources/edmr>

H-11. Annual Administering and Compliance Monitoring Fee Requirements

The permittee must pay the administering and compliance monitoring fee within 30 (thirty) days after being billed by the Division. Failure to pay the fee in timely manner in accordance with 15A NCAC 2H .0105(b)(2) may cause this Division to initiate action to revoke coverage under the General Permit.

H-12. Flow Measurements

Where required, appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges.

H-13. Test Procedures

Test procedures for the analysis of pollutants shall conform to the [EMC](#) regulations published pursuant to NCGS 143-215.63 et. seq, the Water and Air Quality Reporting Acts, and to regulations published pursuant to Section 304(g), 33 USC 1314, of the Federal Water Pollution Control Act, as Amended, and Regulation 40 CFR 136.

To meet the intent of the monitoring required by this General Permit, all test procedures must produce minimum detection and reporting levels and all data generated must be reported down to the minimum detection or lower reporting level of the procedure. If no approved methods are determined capable of achieving minimum detection and reporting levels below the General Permit discharge requirements, then the most sensitive (method with the lowest possible detection and reporting level) approved method must be used.

H-14. Availability of Reports

Except for data determined to be confidential under NCGS 143-215.3(a)(2) or Section 308 of the Federal Act, 33 USC 1318, all reports prepared in accordance with the terms shall be available for public inspection at the offices of the Division. As required by the Act, analytical data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in NCGS 143-215.6B or in Section 309 of the Federal Clean Water Act.

PART I: COMPLIANCE AND LIABILITY

I-1. Compliance Schedule

The permittee shall comply with Limitations and Controls specified for stormwater discharges in accordance with the following schedule:

- (a) Existing Facilities already operating but applying for permit coverage for the first time: The Stormwater Pollution Prevention Plan shall be developed and implemented within 12 months of the effective date of the Certificate of Coverage and updated thereafter on an annual basis. Secondary containment, as specified in [B-9](#) of this General Permit, shall be accomplished within 12 months of the effective date of the issuance of the Certificate of Coverage.
- (b) New Facilities applying for coverage for the first time: The Stormwater Pollution Prevention Plan shall be developed and implemented prior to the beginning of discharges from the operation of the industrial activity and be updated thereafter on an annual basis. Secondary containment, as specified in [Part B](#) of this General Permit shall be accomplished prior to the beginning of discharges from the operation of the industrial activity.
- (c) Existing facilities previously permitted and applying for renewal under this General Permit: All requirements, conditions, limitations, and controls contained in this permit (except new SWPPP requirements in this permit renewal) shall become effective immediately upon issuance of the Certificate of Coverage. The Stormwater Pollution Prevention Plan shall be developed and implemented within 12 months of the effective date of this General Permit and updated thereafter on an annual basis. Secondary containment, as specified in [Part B](#) of this General Permit shall be accomplished prior to the beginning of discharges from the operation of the industrial activity.

I-2. Duty to Comply

The permittee must comply with all conditions of this General Permit. Any permit noncompliance constitutes a violation of the Clean Water Act (CWA) and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit upon renewal application [40 CFR 122.41].

- (a) The permittee shall comply with standards or prohibitions established under section 307(a) of the CWA for [toxic pollutants](#) within the time provided in the regulations that establish these standards or prohibitions, even if the General Permit has not yet been modified to incorporate the requirement [40 CFR 122.41].
- (b) The CWA provides that any person who violates section[s] 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed \$51,570 per day for each violation [33 USC 1319(d) and 40 CFR 122.41(a)(2)].
- (c) The CWA provides that any person who negligently violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than 2 years, or both [33 USC 1319(c)(1) and 40 CFR 122.41(a)(2)].

- (d) Any person who *knowingly* violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than 6 years, or both [33 USC 1319(c)(2) and 40 CFR 122.41(a)(2)].
- (e) Any person who *knowingly* violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions [40 CFR 122.41(a)(2)].
- (f) Under state law, a civil penalty of not more than \$25,000 per violation may be assessed against any person who violates or fails to act in accordance with the terms, conditions, or requirements of a permit [North Carolina General Statutes § 143-215.6A].
- (g) Any person may be assessed an administrative penalty by the Administrator for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$20,628 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$51,570. Penalties for Class II violations are not to exceed \$20,628 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$257,848. [33 USC 1319(g)(2) and 40 CFR 122.41(a)(3)].

I-3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this General Permit which has a reasonable likelihood of adversely affecting human health or the environment [40 CFR 122.41(d)].

I-4. Civil and Criminal Liability

Except as provided in [Part C-6](#) of this General Permit regarding bypassing of stormwater control facilities, nothing in this permit shall be construed to relieve the permittee from any responsibilities, liabilities, or penalties for noncompliance pursuant to NCGS 143-215.3, 143-215.6, or Section 309 of the Federal Act, 33 USC 1319. Furthermore, the permittee is responsible for consequential damages, such as fish kills, even though the responsibility for effective compliance may be temporarily suspended.

I-5. Oil and Hazardous Substance Liability

Nothing in this General Permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under NCGS 143-215.75 et seq. or Section 311 of the Federal Act, 33 USC 1321.

I-6. Property Rights

The issuance of this General Permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations [40 CFR 122.41(g)].

I-7. Severability

The provisions of this General Permit are severable, and if any provision of this General Permit, or the application of any provision of this General Permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this General Permit, shall not be affected thereby [NCGS 150B-23].

I-8. Duty to Provide Information

The permittee shall furnish to the Permit Issuing Authority, within a reasonable time, any information which the Permit Issuing Authority may request to determine whether cause exists for modifying, revoking and reissuing, or terminating the COC issued pursuant to this General Permit or to determine compliance with this General Permit. The permittee shall also furnish to the Permit Issuing Authority upon request, copies of records required to be kept by this General Permit [40 CFR 122.41(h)].

I-9. Penalties for Tampering

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this General Permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both [40 CFR 122.41].

I-10. Penalties for Falsification of Reports

The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this General Permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both [40 CFR 122.41].

I-11. Onshore or Offshore Construction

This General Permit does not authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

I-12. Duty to Reapply

Dischargers covered by this General Permit need not submit a new Notice of Intent (NOI) or renewal request unless so directed by the Division. If the Division chooses not to renew this General Permit, the permittee will be notified to submit an application for an individual permit [15A NCAC 02H .0127(e)].

I-13. Inspection and Entry

The permittee shall allow the Director, or an authorized representative (including an authorized contractor acting as a representative of the Director), or in the case of a facility which discharges through a municipal separate storm sewer system, an authorized representative of a municipal operator or the separate storm sewer system receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this General Permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this General Permit;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this General Permit; and
- (d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location [40 CFR 122.41(i)].

I-14. Need to Halt or Reduce Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the condition of this General Permit [40 CFR 122.41(c)].

PART J: DEFINITIONS

Additional definitions for the NPDES Program may be found in federal rule at 40 CFR Part 122.2

Act

See Clean Water Act.

Adverse Weather

Weather conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make sampling impractical. When adverse weather conditions prevent the collection of samples during the sample period, the permittee must take a substitute sample or perform a visual assessment during the next qualifying storm event. Documentation of an adverse event (with date, time, and written narrative) and the rationale must be included with your SWPPP records. Adverse weather does not exempt the permittee from having to file a monitoring report in accordance with the sampling schedule. Adverse events and failures to monitor must also be explained and reported on the relevant DMR.

Allowable Non-Stormwater Discharges

This General Permit regulates stormwater discharges. Non-stormwater discharges which shall be allowed in the stormwater conveyance system include:

- (a) All other discharges that are authorized by a non-stormwater NPDES permit.
- (b) Uncontaminated groundwater, foundation drains, air-conditioner condensate without added chemicals, springs, discharges of uncontaminated potable water, waterline and fire hydrant flushings, water from footing drains, irrigation waters, flows from riparian habitats and wetlands.
- (c) Discharges resulting from fire-fighting, or emergency shower or eye wash as a result of use in the event of an emergency.

Best Management Practices (BMPs)

Measures or practices used to reduce the amount of pollution entering surface waters. BMPs may take the form of a process, activity, or physical structure. More information on BMPs can be found at: <https://www.epa.gov/npdes/national-menu-best-management-practices-bmps-stormwater#edu>.

Bulk Storage of Liquid Materials

Liquid raw materials, in-process liquids and reactants, manufactured products, waste materials or by-products contained in a single above ground container, tank, or vessel having a capacity of greater than 660 gallons or contained in multiple above ground containers, tanks, or vessels located in close proximity to each other having a total combined capacity of greater than 1,320 gallons.

Bypass

The known diversion of stormwater from any portion of a control facility including the collection system, or the diversion of waste streams from any portion of a treatment facility including the collection system, which is not a designed or established operating mode for the facility.

Certificate of Coverage (COC)

The cover sheet which accompanies a general permit upon issuance and lists the facility name, location, receiving stream, river basin, effective date of coverage under the general permit and is signed by the Director.

Clean Water Act (CWA)

The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251, et. seq.

Contaminated Stormwater

Stormwater that comes into direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater as defined in this section. Some specific areas of a landfill that may produce contaminated stormwater include (but are not limited to): the open face of an active landfill with exposed waste (no cover added); the areas around wastewater treatment operations; trucks, equipment, or machinery that have been in direct contact with the waste; and waste dumping areas.

Division

The Division of Energy, Mineral, and Land Resources, Department of Environmental Quality (DEQ), formerly the Department of Environment and Natural Resources.

Director

The Director of the Division of Energy, Mineral, and Land Resources, the permit issuing authority.

EMC

The North Carolina Environmental Management Commission.

Grab Sample

An individual sample collected instantaneously. Grab samples that will be analyzed (analytically or qualitatively) should be taken within the first 30 minutes of discharge.

Hazardous Substance

Any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act.

Landfill

A disposal facility or part of a disposal facility where waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility, or a surface storage facility.

Landfill Wastewater

As defined in 40 CFR Part 445 (Landfills Point Source Category), all wastewater associated with, or produced by, landfilling activities except for sanitary wastewater, non-contaminated stormwater, contaminated ground water, and wastewater from recovery pumping wells. Landfill wastewater includes, but is not limited to, leachate, gas collection condensate, drained free liquids, laboratory derived wastewater, contaminated stormwater, and contact wash water from washing truck, equipment, and railcar exteriors and surface areas that have come in direct contact with solid waste at the landfill facility.

High Quality Waters (HQP)

Supplemental classification intended to protect waters which are rated excellent based on biological and physical/chemical characteristics through Division monitoring or special studies, or HPW by definition:

- (a) Water Supply Watershed I (WS-I),
- (b) Water Supply Watershed II (WS-II),

- (c) SA waters (commercial shellfish),
- (d) Outstanding Resource Waters (ORW),
- (e) Primary Nursery Areas and other functional nursery areas designated by Marine Fisheries Commission, or
- (f) Waters for which the Division of Water Resources has received a petition for reclassification to either WS-I or WS-II (15A NCAC 02B .0200).

Impaired Water

A water that has one or more parameters (biological and/or chemical) that exceed water quality standards.

Measurable Storm Event

A storm event that results in an actual discharge from the permitted site outfall.

Municipal Separate Storm Sewer System (MS4)

A stormwater collection system within an incorporated area of local self-government such as a city or town.

No Exposure

A condition of no exposure means that all industrial materials and activities are protected by a storm resistant shelter or acceptable storage containers to prevent exposure to rain, snow, snowmelt, or runoff. Industrial materials or activities include, but are not limited to, material handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, final products, or waste products. The Division's Regional Office may grant a No Exposure Exclusion from NPDES stormwater permitting requirements only if a facility complies with the terms and conditions described in 40 CFR §122.26(g).

Non-contaminated Stormwater

Stormwater that does not come into direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater as defined in this section. Non-contaminated stormwater includes stormwater that flows off the cap, cover, intermediate cover, daily cover, and/or final cover of the landfill.

Notice of Intent (NOI)

The state application form which, when submitted to the Division, officially indicates the facility's notice of intent to seek coverage under a general permit.

Outstanding Resource Water (ORW)

Supplemental classification intended to protect unique and special waters having excellent water quality and being of exceptional state or national, ecological or recreational significance. To qualify, waters must be rated Excellent by DWQ, and have one of the following outstanding resource values:

- (a) Outstanding fish habitat and fisheries,
- (b) Unusually high level of water-based recreation or potential for such kind of recreation,
- (c) Some special designation such as N.C. Scenic/Natural River, or National Wildlife Refuge,
- (d) Important component of state or national park or forest; or
- (e) Special ecological or scientific significance (rare or endangered species habitat, research or educational areas).

All ORWs are HQW by supplemental classification. (15A NCAC 02B .0200)

Permit Issuing Authority

The Director of the Division of Energy, Mineral, and Land Resources (see “Director” above).

Permittee

The owner or operator issued a Certificate of Coverage pursuant to this General Permit.

Point Source Discharge of Stormwater

Any discernible, confined and discrete conveyance including, but not specifically limited to, any pipe, ditch, channel, conduit, well, or discrete fissure from which stormwater is or may be discharged to waters of the State.

Primary Nursery Area (PNA)

Tidal saltwaters which provide essential habitat for the early development of commercially important fish and shellfish and are so designated by the Marine Fisheries Commission.
(15A NCAC 02B .0200)

Representative Outfall Status (ROS)

When it is established that the discharge of stormwater runoff from a single outfall is representative of the discharges at multiple outfalls, the Division’s Regional Office may grant representative outfall status. ROS allows the permittee to perform analytical monitoring at a reduced number of outfalls.

Secondary Containment

Spill containment for the contents of the single largest tank within the containment structure plus sufficient freeboard to contain the 25-year, 24-hour storm event.

Section 313 Water Priority Chemical

A chemical or chemical category which:

- (a) Is listed in 40 CFR 372.65 pursuant to Section 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986, also titled the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986;
- (b) Is present at or above threshold levels at a facility subject to SARA title III, Section 313 reporting requirements; and
- (c) Meets at least one of the following criteria:
 - Is listed in appendix D of 40 CFR Part 122 on Table II (organic priority pollutants), Table III (certain metals, cyanides, and phenols) or Table IV (certain toxic pollutants and hazardous substances);
 - Is listed as a hazardous substance pursuant to section 311(b)(2)(A) of the CWA at 40 CFR 116.4; or
 - Is a pollutant for which EPA has published acute or chronic water quality criteria.

Severe Property Damage

Substantial physical damage to property, damage to the control facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Significant Materials

Includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with stormwater discharges.

Significant Spills

Includes, but is not limited to: releases of oil or hazardous substances in excess of reportable quantities under section 311 of the 00000000000000000000 0 (Ref: 40 CFR 110.3 and 40 CFR 117.3) or section 102 of CERCLA (Ref: 40 CFR 302.4).

Stormwater Control Measure (SCM)

A permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof.

Stormwater Discharge Outfall (SDO)

The point of departure of stormwater from a discernible, confined, or discrete conveyance, including but not limited to, storm sewer pipes, drainage ditches, channels, spillways, or channelized collection areas, from which stormwater flows directly or indirectly into waters of the State.

Stormwater Runoff

The flow of water which results from precipitation and which occurs immediately following rainfall or as a result of snowmelt.

Stormwater Associated with Industrial Activity

The discharge from any point source which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw material storage areas at an industrial site. Facilities considered to be engaged in "industrial activities" include those activities defined in 40 CFR 122.26(b)(14). The term does not include discharges from facilities or activities excluded from the NPDES program.

Stormwater Pollution Prevention Plan (SWPPP)

A comprehensive site-specific plan which details measures and practices to reduce stormwater pollution and is based on an evaluation of the pollution potential of the site.

Total Maximum Daily Load (TMDL)

TMDLs are written plans for attaining and maintaining water quality standards, in all seasons, for a specific waterbody and pollutant. A list of approved TMDLs for the state of North Carolina can be found at <https://deq.nc.gov/about/divisions/water-resources/planning/modeling-assessment/tmdls>.

Toxic Pollutant

Any pollutant listed as toxic under Section 307(a)(1) of the Clean Water Act.

Trout (waters)

Supplemental classification intended to protect freshwaters for natural trout propagation and survival of stocked trout on a year round basis. This is not the same as the N.C. Wildlife Resources Commission's Designated Public Mountain Trout Waters (15A NCAC 02B .0200).

Upset

An exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment or control facilities, inadequate treatment or control facilities, lack of preventive maintenance, or careless or improper operation.

Vehicle Maintenance Activity

Vehicle rehabilitation, mechanical repairs, washing, sanding, painting, fueling, lubrication, vehicle cleaning operations, or airport deicing operations.

Visible Sedimentation

Solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, or ice from its site of origin which can be seen with the unaided eye.

10-year, 24-hour Storm Event

The maximum 24-hour precipitation event expected to be equaled or exceeded, on the average, once in 10 years.

25-year, 24-hour Storm Event

The maximum 24-hour precipitation event expected to be equaled or exceeded, on the average, once in 25 years.



Granville County Emergency Management

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Latoya Henderson
Department: Emergency Management
Date: March 20, 2023
Title: **Capacity Building Competitive Grant**

PURPOSE:

To consider allowing Emergency Management Director in going forward with application process of a no-match grant to place a generator at the Granville County Expo and Convention Center.

BACKGROUND:

Granville County Emergency Management / Fire Marshal's Office is looking for approval to apply for a no-match grant on behalf of Granville County to help us better prepare and respond to disasters. The Granville County Expo and Convention Center has been identified as one of our shelters in Granville County. One issue that we have identified is that there is no back-up power source at any of our three major shelters.

We have the opportunity to apply for the FY 2023 Emergency Management Capacity Building Competitive Grant (CBCG). We are looking to apply for \$250,000 to place a permanent mount diesel powered generator with automatic transfer switch on the side of the building. This would allow us to have one shelter that will have heat as well as cooling in the event of widespread power outages.

FUNDING:

No-match State funded grant

RECOMMENDATION:

The County Manager and Emergency Management Director recommend applying for this no-match grant.

ACTION TAKEN:



Granville County Emergency Management

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Latoya Henderson
Department: Emergency Management
Date: March 20, 2023
Title: Fire Commission Recommendation for Use of Fire Tax Funds

PURPOSE:

To consider the recommendation from the Granville County Fire Commission to give the 12 Granville County Volunteer Fire Departments \$20,000 each from the designated fire tax fund to obtain equipment or make modifications to accommodate a paid part-time firefighter.

BACKGROUND:

The Granville County Fire Commission has recommended to the Granville County Board of Commissioners a budget for FY 23-24 that would provide for the 12 volunteer fire departments to have a part time firefighter in their station 5 days a week, 10 hours a day. They will be in the stations during the day where some departments are finding it tough to get members that are able to respond to the fire calls. This recommendation was approved by the Fire Commission on 3/13/2023 that would give each of the 12 volunteer departments an additional \$20,000 each for the purpose of obtaining equipment or making building modifications to be able to get this part time staff going. Oxford Fire Department and Butner Public Safety are excluded from this additional \$20,000.00 funding.

FUNDING:

Fire District Tax

RECOMMENDATION:

The County Manager and the Granville County Fire Commission have recommended giving the 12 volunteer departments \$20,000.00 for the purpose of obtaining equipment or making modifications to get part-time staff going.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: Animal Control Advisory Committee

PURPOSE:

To make appointments/reappointments to the Animal Control Advisory Committee.

BACKGROUND:

The function of the Animal Control Advisory Committee shall be to:

- hear appeals of dangerous or vicious animal declarations enacted by the County Animal Control Department;
- establish procedures for appeals;
- formulate general policy for the Animal Control Department;
- identify and investigate options for managing animal control issues, and
- ensure that the County animal control practices are consistent with standard animal control practices

Qualifications: The Committee shall consist of: one (1) representative from each district, one (1) representative from the Humane Society of Granville County, one (1) local veterinarian, ex-officio members: Animal Management Director (or designee) per ordinance, one (1) County Commissioner, and the health director per ordinance.

The term of Dr. Diana Dudley (Veterinarian) expired in February. Jerry Dunn (District 7) has resigned and needs to be replaced.

An application from Dakota Taylor-Beck (District 3) has been received for consideration.

Others serving:	Dr. Trudi J. Bowden	District 1
	Sarah Gabel	District 2
	Michael Coovert	District 3
	Andrea Westcott	District 4
	Dr. Lori Scappino	District 5
	Angela Gooch	District 6
	Vacant	District 7
	Matt Katz, Animal Management Director	Ex-Officio

Lisa M. Harrison, Health Director
Sue Hinman
Ed Rosen

Vacant

Ex-Officio
Commissioner
The Humane Society of Granville
County
Local Veterinarian

ACTION TAKEN:



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: Creedmoor Planning Board - Extraterritorial Member

PURPOSE:

To make appointment/reappointment to the Creedmoor Planning Board – Extraterritorial Members.

BACKGROUND:

The function of the Planning Agency is to make and adopt a suggested master plan for the physical development of the municipality, in accordance with present and future needs. This plan is known as the Comprehensive Development Plan of the City of Creedmoor. The City of Creedmoor Planning Board was created to provide for continuous, cooperative, comprehensive planning for the city and its extraterritorial jurisdiction. This Board is created pursuant to the authority of Article 20, Part 1, of Chapter 160A of the North Carolina General Statutes.

Five (5) representatives who reside within the city limits, appointed at-large by the City Board of Commissioners, and Three (3) representatives who reside inside of the extraterritorial planning jurisdiction (ETJ), appointed at-large by the Granville County Board of Commissioners.

County appointees must live within the one-mile jurisdiction of the City of Creedmoor.

The term of Mitchell J. "Mike" Allen, expires in March. He is willing to serve and the Creedmoor Board of Commissioners voted to recommend his reappointment at their March 7, 2023 meeting.

Others serving: Robert Gorham
Dennis Lester Jr.

There are no applications on file.

RECOMMENDATION:

The Creedmoor Board of Commissioners voted to recommend the reappointments of Robert Gorham and Dennis Lester at their March 2, 2021 meeting.

ATTACHMENTS:

Letter from Creedmoor

ACTION TAKEN:



CITY OF CREEDMOOR

P.O. BOX 765
111 MASONIC STREET
CREEDMOOR, NC 27522
WWW.CITYOFCREEDMOOR.ORG
(919) 528-3332

MAYOR
ROBERT V. WHEELER

CITY MANAGER
MICHAEL O. TURNER

COMMISSIONERS
EMMA ALBRIGHT
ED GLEASON
GEORGANA KICINSKI
ROBERT WAY
ARCHER WILKINS

March 8, 2023

Debra Weary
141 Williamsboro Street
Oxford, NC 27565

Debra,

The City of Creedmoor Board of Commissioners voted at their meeting on March 7, 2023 to recommend the reappointment of Mike Allen to the City of Creedmoor Planning Board County ETJ position for a term ending March 2026. I am requesting that the Granville County Board of Commissioners consider confirmation of this reappointment at their next meeting if possible.

Please feel free to contact me at (919) 764-1010 or brouse@cityofcreedmoor.org if you have any questions.

Sincerely,

Barbara Rouse
City Clerk
City of Creedmoor



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: Funding Plan Advisory Committee for Aging Services

PURPOSE:

To make appointments/reappointments to the Funding Plan Advisory Committee for Aging Services.

BACKGROUND:

This committee only meets once each year. The task of the committee is to help divide the annual Home and Community Care Block Grant allocation between the services that this grant funds (i.e. congregate meals, home delivered meals, in-home aide services, senior center operations, transportation, etc.). Please see attachment from Kathy May, Senior Services Director.

RECOMMENDATION:

Kathy May, Senior Services Director, recommends the appointment of Commissioner Jimmy Gooch as the elected official as he serves on the Senior Services Advisory Committee. She recommends the reappointment of the other committee members to the Funding Plan Advisory Committee.

Leroy Anderson - Consumer
District 1

Wanda Garrett - Consumer
District 3

LaVerta Cooper - Consumer
District 4

JoAnn Deshane - Consumer
District 5

Toni Anne Wheeler - Consumer
District 7

Vickie Smoak - Consumer
District 7

Kathy May - Provider
District 2

Jimmy Gooch – Elected Official

ATTACHMENTS:

Recommendation from Kathy May

ACTION TAKEN:

From: [Kathy May](#)
To: [Debra Weary](#)
Subject: Aging Funding Plan Committee
Date: Friday, March 10, 2023 2:03:37 PM

Debra,

Each year, Granville County is the recipient of a block grant that is a combination of federal and state money, called the ***Home and Community Care Block Grant***. Granville County Senior Services is the designated lead agency for these funds. While we do not yet know what our allocation will be for the 2023-24 fiscal year, our current allocation for the 2022-23 fiscal year is \$511,251. We anticipate next year's funding to be at least that amount, or greater. This grant provides services such as congregate and home delivered nutrition, transportation, in-home aide services, home improvement and senior center operations. One of the requirements of the grant, is for the County Commissioners to appointment a "Funding Plan Committee" to allocate the available funding between those services listed.

The current committee consists of eight (8) individuals, including myself and one member of the Board of County Commissioners. I would recommend that the current Funding Plan Committee be reappointed for another three years. David Smith can be removed and replaced with Jimmy Gooch, who is on our Senior Services Advisory Committee. To be clear, the Funding Plan Committee is different from our Senior Services Advisory Committee. The Funding Plan Committee only meets one time each year which is usually in April or May (depending upon when our allocation amount is released).

If you have questions, please let me know.

Kathy May



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: Granville County ABC Board

PURPOSE:

To make appointment/reappointment to the Granville County ABC Board.

BACKGROUND:

A local board shall have authority to buy, sell, transport, and possess alcoholic beverages as necessary for the operations of its ABC stores. Adopt rules for its ABC System subject to the approval of the commission. Hire and fire employees for the ABC System. Designate one employee as manager of the ABC System and determine his responsibilities. Require bonds of employees as provided in the rules of the commission. Operate ABC stores as provided in Article 8. Issue purchase-transportation permits as provided in Article 4. Employ local ABC officers or make other provisions for enforcement of ABC laws as provided in Article 5. Borrow money as provided in G. S. 18B-702. Buy and lease real and personal property and receive operation of the ABC System. Invest surplus funds as provided in G. S. 18B-702. Dispose of property in the same manner as a City Council may under Article 12 or Chapter 160A of the General Statutes and perform any other activity authorized or required by the ABC Law.

Number of Members: Three (3) appointed by Granville County Board of Commissioners
County ABC Board members shall be appointed by the Board of County Commissioners. One board member shall be appointed from southern Granville County, one board member shall be appointed from central Granville County, and one board member shall be appointed from northern Granville County.

The term of Robert T. "Rob" Williford expires in March.

Others serving: William R. "Bill" Crosby
Michael Smith

Applications have been received from Robert "Rob" Williford (District 2), James W. "Jimmy" Williams (District 3), Scottie G. Hundley (District 5), and Britt Wester (District 6).

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: **County Manager's Report**

PURPOSE:

Any matters as needed by the County Manager.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: County Attorney
Date: March 20, 2023
Title: Supplemental Opioid Settlements

PURPOSE:

To consider 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.

BACKGROUND:

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

The distribution formula will mirror the original MOA allocation model outlined in the first settlement agreement, which Granville County signed in 2021. To receive the settlement funds, several actions are needed. The estimated allocations for Granville County are as follows:

- Projected for Wave 1 (Distributors, J&J) Settlements (2022-2038) - \$3,801,006.52
- Projected for Wave 2 (Teva, Allergan, Walmart, CVS, Walgreens) Settlements (2023-2036) - \$3,042,621.22

TOTAL ESTIMATED ALLOCATION - \$6,843,627.74

ACTION ONE:

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

ACTION TWO:

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

DEADLINE:

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

ATTACHMENTS:

DOJ Letter to Counties

Supplemental Agreement for Additional Funds

Draft Resolution

ACTION TAKEN:

JOSH STEIN
ATTORNEY GENERAL



February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Josh Stein

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

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

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

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 - 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

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

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

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

D. Special Revenue Fund

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

E. Opioid Remediation Activities

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

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

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

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

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

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

By: _____

Name: _____

Title: _____

County/City/Town of _____

Date: _____

**RESOLUTION BY THE COUNTY OF GRANVILLE
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 Granville County was 17 out of 100,00 people in 2020 which represents 10 people, and the overdose emergency department visit rate in Granville County was 139 out of 100,000 people in 2020 which represents 84 emergency department visits by Granville residents; 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

WHEREAS, it is advantageous to all North Carolinians for local governments, including Granville 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 Granville County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the  day of , 2023.

Russ May, Chair
Granville County Board of Commissioners

ATTEST:

Debra A. Weary, Clerk to the Board

SEAL



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: **County Attorney's Report**

PURPOSE:

Any matters as needed from the County Attorney.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: **Presentations by County Board Members**

PURPOSE:

Board members will make comments, give reports, and make announcements.

- Commissioner Tony W. Cozart
- Commissioner Timothy Karan
- Commissioner Jimmy Gooch
- Commissioner Zelodis Jay
- Commissioner Rob Williford
- Commissioner Sue Hinman
- Chair Russ May

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 20, 2023
Title: **Any Other Matters**

PURPOSE:

To consider any other matters as needed.

ACTION TAKEN: