



Dale County Commission

Commission Meeting Minutes – November 16, 2022

The Dale County Commission convened in a regular session Wednesday, November 16, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Grantham opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

APPROVED – AGENDA

Commissioner Carroll made a motion to approve the agenda with the addition of the following:

- Personnel: Mark Ashcroft – Mapping and Appraisal – Administrator - Promotion

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – MINUTES

Commissioner Grantham made a motion to approve the Minutes of the Commission Meeting of November 8, 2022.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED - DALE CO COMMISSION RULES OF PROCEDURE

Commissioner Carroll made a motion to approve the Rules of Procedure for the Dale County Commission. See Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - DALE CO COMMISSION - VICE-CHAIRMAN

Commissioner Grantham made a motion to approve Commissioner Chris Carroll as Vice-Chairman of the Dale County Commission.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - TAX ABATEMENT – PANTHER PATH SOLAR

Commissioner Wilson made a motion to approve a tax abatement for Panther Path Solar Facility. See Exhibit 2.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED - EXAMINERS OF PUBLIC ACCOUNTS AGREEMENT

Commissioner Wilson made a motion to approve the agreement with the Examiners of Public Accounts. See Exhibit 3.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - PERSONNEL – NEW HIRES

Commissioner Carroll made a motion to approve the following:

- Brenda Robinett – Temporary – Reappraisal Dept.
- Mark Ashcroft – Mapping and Appraisal – Administrator - Promotion

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - ASSET SURPLUS - ROAD & BRIDGE

Commissioner Wilson made a motion to approve the following asset surplus for Road & Bridge department.

- Asset # 452 – 1991 Caterpillar 615C Pan – 2XG00416
- Asset #2396 – 2011 Caterpillar 140M Grader – B9D03119

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED - TRAVEL REQUEST

Commissioner Carroll made a motion to approve the following:

- Commissioner Adam Enfinger – Dec. 6 – 8, 2022 – New Commissioner Training and Legislative Conference 2022 – Montgomery, AL. - \$818.30

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Wednesday, December 13, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman

**Rules of Procedure
Dale County Commission**

I. Scope of Rules.

- A. The following Rules of Procedures were duly adopted by the Dale County Commission as required by the Alabama Open Meetings Law Act (Act 2005-40) and shall govern the conduct of the meetings of the County Commission beginning on the 16th day of November, 2022.
- B. The following Rules of Procedure may be amended by affirmative vote of a majority of the members of the Commission. Provided; however, such changes in the Rules of Procedure shall not take affect until the next regular meeting of the Commission following the adoption of such change.

II. Access to Meeting Facilities.

- A. **Meetings Open to Public.** All regular meetings of the Commission shall be open to the public as required by the Alabama Open Meetings Act (Act 2005-40).
- B. **Accessibility.** All regular meetings of the Commission will be conducted in a building which is open to the public.
- C. **Signs, Placards, Banners.** For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in County Commission meeting rooms with the exception of the United States and State of Alabama flags. Other signs, placards, and banners shall not disrupt meetings or interfere with others' ability to observe the meeting.
- D. **Weapons.** Ala. Code §13A-11-61.2
 - (a) In addition to any other place limited or prohibited by state or federal law, a person, including a person with a permit issued under Section 13A-11-75(a)(1) or recognized under Section 13A-11-85, may not knowingly possess or carry a firearm in any of the following places without the express permission of a person or entity with authority over the premises:
 -
 - (4) Inside a courthouse, courthouse annex, a building in which a district attorney's office is located, or a building in which a county commission or city council is currently having a regularly scheduled or specially called meeting.
- E. **Meeting Dates and Times.** All regular meetings of the Commission shall be held on the second and fourth Tuesday of each month with a work session beginning at 10:00 am with the formal Commission meeting commencing immediately thereafter. Regular meeting and dates and times may be changed by resolution with notice to the public as provided by law. Special meetings may be called by the Chairman or a majority of the Commission as needed after notice to the public as provided by law.

III. Quorum.

- A. **Quorum.** A majority of the members of the Commission shall constitute a quorum.
- B. **Abstaining from Voting.** Any member of the Commission who is present in the meeting chamber may, when he or she determines it to be necessary, abstain from voting or otherwise participating in the proceedings related to a particular matter. Such Commissioner who abstains but remains in the chamber shall be deemed to be present for the purpose of constituting a quorum but he or she shall not be deemed to be “present and voting” for the purpose of determining whether a motion has received an adequate number of affirmative votes for passage.
- C. **Loss of Quorum.** In the event that a Commissioner departs a Commission meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, except to vote on a motion to adjourn.
- D. **Failure to Obtain Quorum.** Should no quorum attend within 15 minutes after the time appointed for the beginning of the meeting of the Commission, the Chair or the Vice Chair, or in their absence, another Commissioner, in order of seniority, shall announce that no quorum was present and that the meeting is canceled. The names of the members present for the meeting shall be recorded in the minutes of the next meeting of the Commission.

IV. Presiding Officer.

- A. **Chair.** The Presiding Officer is the Chair of the County Commission. The Chair presides at all meetings of the Commission. The Chair’s responsibilities shall include, but not be solely limited to:
 - 1. Open the meeting, ascertain that a quorum is present at the appropriate time and call the meeting to order, if a quorum is present.
 - 2. Announce the business to come before the Commission, in accordance with the prescribed order of business.
 - 3. Recognize all Commissioners, the County Administrator, the County Engineer and the County Attorney, who seek the floor pursuant to these procedures.
 - 4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the Commission chambers, may cause the same to be cleared or cause and disruptive individual to be removed.
 - 5. Declare the meeting adjourned when the Commission so votes, when a quorum is no longer present or at any time in the event of an emergency affecting the safety of those present.

6. Such other responsibilities as are required by law or by Resolution of the Commission.

V. Order of Business.

- A. **Official Agenda.** There shall be an official agenda for every meeting of the Commission, including special and emergency meetings. As required by Alabama law, the official agenda for special and emergency meetings shall include only those items necessitating the holding of the special or emergency meeting.

The agenda for regularly-scheduled meetings shall identify the items to be considered and determine the order of business to be conducted at the meeting. All proceedings and the order of business at all meetings of the Commission shall be conducted in accordance with the official agenda. This agenda shall be established prior to each meeting under procedures to be adopted by the County Commission. Such procedures may include the conducting of an “administrative” or “agenda-setting” meeting prior to the Commission’s regular meeting. These procedures may be amended or altered by the County Commission, but such changes shall not take effect until the next regularly-scheduled meeting of the County Commission.

- B. **Agenda Format for Regularly-Scheduled Meetings.** The official agenda for a regularly-scheduled Commission meeting shall be in substantially the form as set forth below:

1. Call to Order, Welcome
2. Public Comment from Citizens. Such comment shall be limited to 3-minutes per speaker and no more than two speakers may be heard on the same subject as provided elsewhere in the Rules of Procedure.
3. Public Comment from Other Elected Officials.
4. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
5. Awards and Presentations
6. Consent Agenda
7. New Business
8. Reports from Staff:
 - a. County Administrator
 - b. County Engineers
 - c. County Attorney
 - d. Other
9. Old Business

10. Any Scheduled Public Hearings

11. Discussion Items by Commissioners. Discussion items may only be acted upon by affirmative vote of all commissioners in attendance.

12. Adjourn

- C. **Consent Agenda.** On the portion of the agenda designated as “Consent,” all items contained therein may be voted on with one motion. Consent items are only those items considered to be routine in nature, non-controversial and that do not deviate from past Commission direction or policy. However, any member of the Commission, including the Chair, may withdraw an item from the consent agenda, provided that such withdrawal is declared at least one (1) hour before the beginning time of the meeting. An item removed from the “Consent” agenda as provided herein shall be moved to the “New Business” portion of the agenda and it shall then be considered individually.
- D. **Public Comment from Citizens and Other Elected Officials.** Citizens and other elected officials who wish to be heard by the Commission shall be afforded such opportunity during the portion of the meeting so designated. The comment shall conform to the requirements of decorum and order that apply to the members of the commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or commission employee. There shall be no debate and no action by the County Commission during this portion of the agenda.
- E. **New Business.** New Business items are items of a general nature that require Commission action or pertain to Commission policy. Items of New Business that are neither approved or defeated by action of the Commission shall be considered under Old Business at the next regular meeting of the Commission.
- F. **Reports from Staff.** The senior staff members shall make reports to the County Commission as directed by the Chair or by majority vote of the commission. The Commission may, by majority vote of those members in attendance at the meeting, take action on any items contained in the report of the staff members.
- G. **Old Business.** Any item which was included on the “New Business” portion of the previous meeting, but was not approved, defeated or tabled by majority vote of the members of the County Commission present and voting. Motions postponed or carried over to a day certain shall be included on the agenda under “Old Business” on the next regular meeting following the conclusion of the time for which the motion was postponed or carried over.
- H. **Scheduled Public Hearings.** The County Commission may conduct any public hearings during this portion of the commission meeting. Any notice required by law prior to the conduct of the public hearing shall be given by the County Commission.

Individual speakers are required to adhere to a three (3) minute time limit when speaking on issues scheduled for public hearing. The Commission may, by majority vote, either extend or reduce time limits, based on the number of speakers. The comment shall conform to the requirements of decorum and order that apply to the members of the commission and the Chair shall take whatever steps are necessary (including the removal of any citizen or other elected official) to preserve such decorum and order. Comments shall be addressed to the County Commission and shall not include any personal or other comments addressed at any member of the County Commission or commission employee.

- I. **Discussion Items by Commissioners.** On the portion of the agenda designated as "Discussion Items by Commissioners," no assignments shall be given to the County Administrator, County Engineer, County Attorney or other staff members without the affirmative vote of the majority of the members of the Commission present and voting. The Commission shall take no action on an item raised during this discussion portion of the agenda unless such is accomplished through a motion adopted by an affirmative vote of all members of the Commission present at the meeting.
- J. **Departure from Order of Business.** Any departure from the order of business set forth in the official agenda shall be made only upon affirmative vote of all the members of the Commission present at the meeting.
- K. **Additions, Deletions, or Technical Corrections to Agenda.** Deletions or technical corrections to the agenda may be considered by the Commission and adopted by the passage of a single motion approved by majority vote of those members in attendance at the meeting. Additions to the agenda shall only be made by affirmative vote of all the members of the Commission present at the meeting.
- L. **Announcing Agenda Items.** The Chair shall announce each item on the agenda. The County Administrator, County Engineer, County Attorney or other appropriate staff member shall then be called to present the item to the Commission, when appropriate.

VI. Rules of Debate.

- A. **Decorum.**
 - 1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair, should confine discussion to the question under debate, avoiding all personalities and unprofessional language.
 - 2. Commissioners shall refrain from: attacking a member's motives; speaking on a prior motion not pending; speaking while the Chair or other Commission members are speaking; speaking against their own motions; and disturbing the Commission.
 - 3. A member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.

4. A member shall be deemed to have yielded the floor when he or she has finished speaking. A member may claim the floor only when recognized by the Chair.

B. Motions.

1. A motion and a second to the motion is to precede any action or debate on an agenda matter unless there are speakers (who are not members of the Commission) to be heard on the agenda matter.
2. All motions shall be made and seconded before debate may proceed.
3. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except motions to adjourn, to lay on the table, to postpone, to carry over, to substitute, or to amend which shall have preference in the order in which they are listed.
4. Motions to “table” are made to end debate on a matter and to “remove” it from consideration by the body. The adoption of a motion to “table” has the affect of defeating the original motion and that item shall not be considered again during the same meeting unless a motion to “reconsider” is adopted as provided herein.
5. Motions to “postpone” or “carry over” must be made by stating the date or time for which the item shall be postponed or carried over. Should such a motion be adopted, the matter will be back before the Commission under “Old Business” at the first regular meeting of the Commission following the expiration of the time for which it was postponed or carried over.
6. Motions to “substitute” or “amend” a motion are used to make changes or revisions in the original motion. Such motions are made only after the original motion has received a second but prior to the adoption of the original motion. If the motion to “substitute” or “amend” is approved, the Commission then must take a second vote to approve the motion “as substituted” or “as amended”, as the case may be.
7. Any Commissioner may move to close, or end, debate and “call the question” on the motion being considered. This motion to “call the question” shall be non-debatable. A successful vote on the motion to “call the question” will end discussion of the item and a vote on all pending motions shall be taken immediately without the offering of any other motions. The Commissioner moving the adoption of the original motion shall have the privilege of making closing remarks before the vote on the motion to “call the question” is taken.
8. Presiding officers who serve by virtue of holding the office of County Commission Chair, may not make or second a motion unless specifically authorized by law. Only those persons who represent a district on the Commission and hold the position of presiding officer by virtue of election by the Commission or by designation by chairman in chairman’s absence or because of a rotating system may make a motion or offer a second.

9. The following motions are not debatable and must be voted upon without debate: to adjourn; to table; and to call the question.

C. Motions to Amend.

An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Commissioner may amend the main motion in either of the following two ways:

1. **By Consent of the Members.** The Chair, or another Commissioner through the Chair, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.
2. **Formal Amendment.** An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

D. Motions to Reconsider.

A motion to reconsider any vote or proceeding of the Commission may only be made and seconded by a Commission Member who had previously voted on the prevailing side. Such motion must be made before the conclusion of the meeting during which the original motion was made and approved. A motion to reconsider must be adopted by a majority of those members of the Commission present and voting.

VII. Voting.

- A. Voice Vote; Secret Ballots.** Unless otherwise directed by the Chair or requested by a member of the Commission, all votes shall be taken by voice and the result shall be announced by the Chair, whose decision shall be final. Such ruling may not be appealed. No vote may be taken by secret or paper ballot.
- B. Tabulating the Vote.** Should a roll call vote be directed by the Chair or requested by a member of the Commission, the person designated by the Chair shall call the Commissioners, in numerical order of their district numbers, for the purpose of each Commissioner announcing his or her vote. The Chair shall announce the results. Upon any roll call, there shall be no discussion by any Commissioner after the roll call has begun.
- C. Voting.** Every member in Commission meeting room or chamber when the question is put must give his or her vote, unless the member has publicly stated that he or she is abstaining. A Commissioner who is serving as Chair by virtue of his or her being elected by the members of the Commission or by virtue of a rotating procedure shall vote when

his or her district number is called. Such Chair shall only vote once on each motion and shall not cast an additional vote to make or break a tie vote.

- D. Voting by Chair. Unless otherwise authorized by law, Probate Judge Chairs and officials holding the office of County Commission Chair who do not represent a district shall only vote in those cases when his or her vote would break a tie vote. Commissioners who represent a district and also serve as Chair shall be entitled to one vote on all questions but shall not cast a second vote to break a tie vote.
- E. Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution shall require the affirmative vote of at least the majority of the members of the Commission, who are present and voting. In the case of a tie in votes on any proposal, the proposal fails.

VIII. Public Input: Addressing the County Commission

A. Public Input. The Commission recognizes the importance of allowing citizens, including other elected officials, to express their opinions on the operation of County government and encourage public participation in the local government process. The Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete County business in a timely manner. Public Input during the Commission meeting, from both citizens and other elected officials, shall only be given during the time provided in the agenda and only within the procedures set out herein. Citizens or other elected officials shall not address the commission at any time other than as specifically provided in the agenda unless authorized by unanimous consent.

B. Procedure for Public Input

1. At regularly scheduled County Commission meetings, the Commission provides comment periods for citizens and other elected officials to speak and to offer input and comments on items pending before the commission as well as items that are of concern to the public. The remarks of each speaker shall be limited to no more than five (5) minutes if the speaker registers with the Commission by the Thursday preceding the Commission meeting, or three (3) minutes, unless the Chair extends the time, and no more than two (2) speakers may be heard on each subject unless authorized by affirmative vote of all members of the commission who are present.
2. A form will be provided for those citizens who wish to make comments. Each person wishing to speak must present this form to the County Commission office by the Thursday preceding the meeting date.
3. Any citizens wishing to make written comments may provide those to the County Administrator before the conclusion of the meeting. A copy of the written comments will then be provided to the members of the commission.
4. Members of the public are encouraged to communicate directly with their Commissioner prior to or after the commission meeting.

C. Addressing the Commission.

1. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:
 - (a) name;
 - (b) place of residence or business address;
 - (c) if requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.
2. All remarks shall be addressed to the Commission as a body and not to any member thereof.
3. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
4. Speakers should make their comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless specifically granted permission by the Chair.

D. Decorum.

1. Order must be preserved. No person shall, by speech or otherwise, delay or interrupt the proceedings or the peace of the Commission, or disturb any person having the floor. No person shall refuse to obey the orders of the Chair or the Commission. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the Commission shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the Chair, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.
2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, he or she is subject to removal from the Commission Chamber or other meeting room.
3. Any person who becomes disruptive or interferes with the orderly business of the Commission may be removed from the Commission Chambers or other meeting room for the remainder of the meeting.

IX. Executive Session.

The Commission is authorized to enter into executive session as provided in The Alabama Open Meetings Act (Act 2005-40).

X. Committees.

The Chair, with the consent of the Commission, may appoint committees as may be needed to assist in the business of the Commission. The meetings of the Committees shall be governed by the Rules of Procedures. All such committees shall be provided a formal charge and shall report to the Commission its findings and recommendations, unless otherwise directed. The Chair shall designate the Chair for each committee appointed. Agendas for committee meetings shall be furnished to all members of the Commission.

XI. Adjournment.

No meeting shall be permitted to continue if a quorum is not present. The Commission may adjourn by majority vote.

Economic Development Tax Abatement Request

County: Dale

Project Short Description: Tax Abatement request in Support of Panther Path Solar Facility Project

Description of Potential Impact: This project will have an approximate capital investment of \$96 million and will contribute to the county tax base without drawing on government services. Over 100 temporary construction jobs will trickle economic activity into the community, and 2-5 high wage, permanent positions will be created. Extra energy capacity will strengthen the local electrical grid, and the green community image will be attractive to future potential industries. The project will add over \$4.5 million in tax revenue over the life of the project and over \$200,000 per year in increased tax revenue for the Dale County School system.

Total Value of Non-Educational Construction Related Transaction Tax Abatements:
\$1,579,501.00

Total Value of Non-Educational Ad Valorem Tax Abatements: \$3,677,329.00

Company Investment in the project: \$96 Million

Project Description:

Hecate Energy is proposing to build and operate an 80MWac ground-mounted solar project to support Alabama Power's renewable energy goals in support of commercial customers. The amount of power produced is enough to power approximately 13,000 Alabama homes and offset over 80,000 tons of carbon dioxide per year. The site is approximately 600 acres and is located about 2 miles south of Newton near the Pinckard substation. Tentatively construction will start in late 2024 and operations in early 2026. The energy will be sold to Alabama Power Company.

Project Partners: Company, ODEDC, Dale County, Alabama Power

I, the undersigned Secretary of the **DALE COUNTY COMMISSION**, a public corporation under the laws of the State of Alabama, hereby certify that the attached pages numbered consecutively from 1 to 5, inclusive, together with: (a) the attached Applications to Local Granting Authority for Abatement of Taxes designated **Exhibit A**; and (b) the attached form of Tax Abatement Agreement designated **Exhibit B** constitute a true, correct, and complete copy of excerpts of the minutes of a regular public meeting of the Commissioners of said Commission held on 16th, November, 2022, as the same appear in the records of the Dale County Commission.

WITNESS, my signature, as said Secretary, under the seal of the Dale County Commission, this 16th day of November, 2022.



Administrator
DALE COUNTY COMMISSION

(SEAL)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETINGS LAW

I, Cheryl Ganey, as Administrator of the **DALE COUNTY COMMISSION** (the "Commission"), hereby certify that the regular public meeting of the Commission was held in full compliance with the Open Meetings Law, Act No.2005-40, and that

- (a) the date and hour fixed for the meeting of the Commission referred to above was posted at least 5 days prior to the meeting;
- (b) the place for posting public ordinances, resolutions and other matters respecting actions by the Commission has been in the public areas of Courthouse.
- (c) a preliminary agenda was prepared for the meeting referred to above and was posted at least 3 days prior to the meeting;
- (d) the meeting was conducted in accordance with procedures previously adopted by the Commission; and
- (e) votes on all matters were taken orally in the presence of the Commissioners and those assembled.

WITNESS my signature as said Secretary, under the seal of the Commission, this 16th day of November, 2022.



Administrator

**MINUTES OF A REGULAR PUBLIC MEETING
OF THE DALE COUNTY COMMISSION**

The Commissioners of the **DALE COUNTY COMMISSION** held a regular public meeting at Dale County Governmental Building on November 16, 2022 at 10:00 a.m. The following members of the Commission were present at the meeting:

Commissioner	PRESENT	ABSENT
Steve Mckinnon – Chairman	✓	
Chris Carroll	✓	
Donald O. Grantham	✓	
Adam Enfinger	✓	
Frankie Wilson	✓	

Steve McKinnon acted as chairman of the meeting, and Cheryl Ganey acted as secretary of the meeting. A quorum being present, the Chairman declared the meeting open for the transaction of business.

The following written resolution was introduced:

BE IT RESOLVED by the Commissioners of **DALE COUNTY** (the “Commission”), as follows:

Section 1. The Commission does hereby find, declare and ascertain as follows: that Hecate Energy Panther Path LLC, a Delaware limited liability company (the “Company”), is considering the acquisition, leasing, construction, equipping, and installation of a new solar electricity manufacturing operation (the “Project”) located in unincorporated Dale County, Alabama (the “County”), that the Project would promote trade and commerce in the State of Alabama (the “State”), and in the County and surrounding areas; that the Company will enter into leases for land used for the Project with Thomas J. Williams, Faye Williams, and Jessica C. Sammons (collectively the “Landlords”); that in order to induce the Company to acquire, lease, construct, equip, and install the Project, it is desirable and appropriate for the Commission to offer to abate certain noneducational “Construction Related Transaction Taxes,” and “Noneducational Ad Valorem Taxes” as such terms are defined under the provisions of Act No. 92 599

enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), with respect to the Project; that the Company and Landlords have made their respective applications for abatement of sales, use, and ad valorem taxes on the Project, pursuant to the Tax Abatement Act, as provided in the "Applications to Local Granting Authority for Abatement of Taxes" presented to the meeting at which this resolution is adopted (such applications are attached hereto as **Exhibit A** and made a part of this resolution as if fully and completely set forth herein); and that in order to induce the Company to move forward with the Project, it is desirable and appropriate for the Commission to grant said tax abatements.

Section 2. Pursuant to the Tax Abatement Act, the County hereby grants the following to the Company and Landlords: (i) all Construction Related Transaction Taxes imposed by the State and the County associated with the Project to the fullest extent allowed under the Tax Abatement Act, (ii) all Noneducational Ad Valorem Taxes imposed by the State allowed under the Tax Abatement Act for a period of ten (10) years for each piece of property obtained by the Company for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company and (iii) all Noneducational Ad Valorem Taxes imposed by the County allowed under the Tax Abatement Act for a period of twenty (20) years for each piece of property obtained by the Company for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms "Construction Related Transaction Taxes" and "Noneducational Ad Valorem Taxes" shall have the same meaning herein as in the Tax Abatement Act.

Section 3. In order to further induce the Company to acquire, lease, construct, equip, and install the Project in the County, the Chairman of the Commission is hereby authorized to execute and deliver, for and in the name of and on behalf of the Commission, a so-called "Tax Abatement Agreement," granting the tax abatements specified therein, between the Commission and the Company in substantially the form presented to the meeting at which this resolution is adopted (which form is attached

hereto as **Exhibit B** and made a part of this resolution as if fully and completely set forth herein) with such changes, not inconsistent with the provisions hereof, as the Chairman shall determine to be necessary or appropriate in order to consummate the transactions authorized by this resolution, and the Secretary of the Commission is hereby authorized to affix the seal of the Commission to said Tax Abatement Agreement and to attest to the same.

Section 4. General Authorization. The Chairman of the Commission and the Secretary are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution, and their signatures thereon shall be conclusive evidence of the due exercise of this authority.

Section 5. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

Section 6. Contract. The terms of this resolution shall be deemed a contract with the Company and may not be rescinded or amended by the Commission without the express, written consent of the Company.

Frankie Wilson moved that the foregoing resolution be adopted, which motion was seconded by Chris Carroll, and, upon the same being put to vote, the following vote was recorded:

Commissioner	YEAS:	NAYS:	ABSTENTIONS:
Steve Mckinnon – Chairman	X		
Chris Carroll	X		
Donald O. Grantham	X		
Adam Enfinger	X		
Frankie Wilson	X		

The Chairman thereupon announced that the motion for the adoption of said resolution had been carried.

There being no further business to come before the meeting, the same was adjourned upon motion duly made, seconded and unanimously adopted.



Steve McKinnon, Chairman



Cheryl Garney, Administrator

EXHIBIT A

**APPLICATIONS TO LOCAL GRANTING AUTHORITY
FOR ABATEMENT OF TAXES**

(See Attached)

EXHIBIT B

TAX ABATEMENT AGREEMENT

(See Attached)

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this “Agreement”) is made and entered into effective this 16th day of November, 2022, between **DALE COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the “Granting Authority”), **THOMAS J. WILLIAMS, FAYE WILLIAMS, JESSICA C. SAMMONS**, (collectively the “Landlords”) and **HECATE ENERGY PANTHER PATH LLC** a Delaware limited liability company (the “Company”).

RECITALS:

WHEREAS, in order to promote local industrial and commercial development, the Company proposes to acquire, lease, construct, equip, and install a new solar electricity manufacturing operation (the “Project”) located in an unincorporated portion of Dale County (the “County”); and

WHEREAS, the Company and Landlords have requested that the Granting Authority grant certain tax abatements with respect to the Project pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the “Tax Abatement Act”), and filed the related Applications to Local Granting Authority for Abatement of Taxes (the “Applications”), copies of which are attached hereto as **Exhibit A**; and

WHEREAS, the Project is located within the jurisdiction of the Granting Authority, and the Granting Authority has determined that the Company should be granted certain tax abatements provided under the Tax Abatement Act in order to encourage the Company to undertake the Project in the Granting Authority’s jurisdiction; and

WHEREAS, the Granting Authority has performed a cost/benefit analysis and concluded that it is to the advantage of the public that tax abatements be granted in accordance with this Agreement.

NOW, THEREFORE, in consideration of the respective agreements on the part of the Granting Authority and the Company herein contained, the Granting Authority and the Company do hereby agree as follows:

Section 1 The Company hereby makes the following representations and warranties with respect to the Project:

a) The total amount to be invested by the Company in the acquisition, leasing, construction, equipping, and installation of the Project is projected to be \$88,294,098. The Granting Authority acknowledges that this is only a good faith estimate and shall not be binding on the Company.

b) The Company expects that the Project will initially employ three (3) employees with respect to the Project, with a total annual payroll of approximately

\$225,000. The Company expects to hire no additional employees thereafter with respect to the Project after the initial three (3) additional new employees. The Granting Authority acknowledges that these are only good faith estimates and shall not be binding on the Company.

c) No part of the Project consists of repairs, maintenance, renovations, remodeling or rebuilding with respect to existing property of the Company or replacement of existing equipment owned by the Company.

d) No part of the Project has been placed in service in Alabama by the Company or by a person who is a related party, as defined in 26 U.S.C. § 267, with respect to the Company prior to the execution and delivery of this Agreement.

e) The acquisition, leasing, development, equipping, and installation of the Project will constitute "private use industrial property" within the meaning of the Tax Abatement Act.

f) The Project will conduct a trade or business as described under NAICS 221114 in Section 40-9B-3(a)(10) of the Tax Abatement Act.

Section 2 Abatements: Pursuant to the Tax Abatement Act, the Granting Authority hereby grants the following to the Company and Landlords: (i) all Construction Related Transaction Taxes imposed by the State and the County associated with the Project to the fullest extent allowed under the Tax Abatement Act, (ii) all Noneducational Ad Valorem Taxes imposed by the State allowed under the Tax Abatement Act for a period of ten (10) years for each piece of property obtained by the Company for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company and (iii) all Noneducational Ad Valorem Taxes imposed by the County allowed under the Tax Abatement Act for a period of twenty (20) years for each piece of property obtained by the Company for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms "Construction Related Transaction Taxes" and "Noneducational Ad Valorem Taxes" shall have the same meaning herein as in the Tax Abatement Act. As a basis for the abatements granted by the Granting Authority, the Granting Authority hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

a) The estimated amount of each abatement applicable to the Company's investment in the Project is as follows:

- i) Construction Related Transaction Taxes \$1,579,501; and,
- ii) Noneducational Ad Valorem Taxes: \$3,677,329

b) The estimated amount of each abatement applicable to Thomas J. Williams and Faye Williams is as follows:

- i) Construction Related Transaction Taxes \$0; and,
 - ii) Noneducational Ad Valorem Taxes: \$82,201
- c) The estimated amount of each abatement applicable to Jessica Sammons is as follows:

- i) Construction Related Transaction Taxes \$0; and,
- ii) Noneducational Ad Valorem Taxes: \$99,525

d) The estimates of tax abatements contained in this Section 2 are estimates and not restrictions or limitations. It is the intent of this Agreement, and the Granting Authority, that the abatements be granted to the Company in accordance with the opening paragraph of Section 2 whether or not such abatements exceed the estimated amounts above and whether or not ownership of the Project is vested in the Company for common law purposes, for federal income tax purposes, or for any other tax purposes.

e) The parties hereto hereby acknowledge that the Project may include manufacturing equipment not currently accounted for in this Agreement and whose ownership has not yet been determined and that, in order to account for such investment, the parties hereto may seek an amendment to this Agreement and the related abatement documents at a future date.

Section 3 Future Tax Changes: The abatements granted to the Company by the Granting Authority in this Agreement extend to any future noneducational ad valorem taxes and any future construction related transaction taxes (including all state, municipal, and county sales and use taxes, but excepting those local construction related transaction taxes levied for educational purposes or for capital improvements for education). Thus, if any additional noneducational taxes are levied by any municipality, county, state, or other governmental entity to which the Company would otherwise be subject, then as provided in this Agreement, the Company shall receive an abatement from such taxes. The abatements granted by the Granting Authority shall continue in effect notwithstanding any annexation, any de-annexation, or any re-annexation by any municipality and any inclusion, any exclusion, or any re-inclusion in the police jurisdiction of any municipality. Moreover, upon any annexation by any municipality or inclusion within the police jurisdiction of any municipality, the Project will be abated from any taxes of such municipality to the maximum extent permitted by the Tax Abatement Act. The Company will remain liable for any noneducational ad valorem taxes or local construction related transaction taxes that are imposed or levied for educational purposes or for capital improvements for education to the extent such taxes are not abatable under applicable law.

Section 4 The Company represents and warrants to the Granting Authority as follows:

- a) that the granting of the tax abatements herein granted by the Granting Authority will assist the Company in establishing the Project;

b) that it is being induced, in part, to arrange for and proceed with the acquisition, leasing, development, equipping, and installation of the Project in reliance on the undertakings of the Granting Authority herein contained;

c) that the Company is organized and formed under the laws of the State of Delaware is in good standing under its certificate of formation and the laws of said state and has power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

d) the execution and delivery of this Agreement on its part has been duly authorized by all necessary action.

Section 5 The Granting Authority represents and warrants to the Company as follows:

a) that it has corporate power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement;

b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the Granting Authority; and

c) the Project is located within the Granting Authority jurisdiction for granting the tax abatements provided in Section 2.

Section 6 Successors and Assigns.

a) To the extent permitted by the Tax Abatement Act: (i) this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; (ii) the Company may, at any time while this Agreement is in effect, assign (outright, in fee, in part, collaterally, conditionally, in trust, or otherwise) any of its respective rights, privileges, interests, and obligations hereunder to another person or legal entity or entities, provided further that no assignment of any such rights, privileges, interests, and obligations under this Agreement shall discharge the Company from primary liability for all obligations assumed by the Company under this Agreement; and (iii) the tax abatements herein granted shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion as part of the Project and as an "industrial or research enterprise," as such term is defined in the Tax Abatement Act, including, without limitation, any developer/lessor, any leasing company, and any affiliate of the Company (e.g. a landlord), to the same extent that such abatements would have been realized by the Company had it continued to own the Project or such portion thereof.

b) In the event the Company desires to assign all or any of its rights hereunder, the Granting Authority hereby consents to such assignment in advance without the need for further action and agrees that the assignee(s) shall be fully entitled to such abatements as if the same had been granted to such assignee(s) directly by the Granting Authority. Further, the Granting Authority agrees to cooperate with the Company and any assignee(s) in order to facilitate such assignment and the Granting Authority will execute such documents as may be

necessary or requested by the Company and/or any assignee(s) including, without limitation, any necessary amendments hereto, so that the tax abatements granted herein to the Company may be transferred and or allocated, in whole or in part, in order and to the extent necessary to allow the Company and any assignee(s) the full benefit of such tax abatements.

Section 7 Title to Property. To the extent permitted by the Tax Abatement Act, the abatements provided for in this Agreement shall be effective for, and apply to, the Project and the Company regardless of whether ownership of the real and personal property constituting the Project is deemed to be (for common law purposes, for federal income tax purposes, or for any other tax purposes) in the Company; a parent or subsidiary corporation of the Company or any other entity affiliated with the Company; the Granting Authority; the State Industrial Development Authority; a lender of funds to the Company or any lessor holding title to any portion of the Project; any receiver, trustee, or other fiduciary on behalf of the Company and/or any affiliate of the Company or its creditors; any trustee in bankruptcy or debtor-in-possession of the Company and/or its affiliates; a Project contractor or subcontractor; or a Project vendor.

Section 8 Notifications of Abatement. The Company shall cause to be filed all notifications required under the Tax Abatement Act as a result of the abatements granted in Section 2, including notification of the Alabama Department of Revenue, as required pursuant to Sections 40-9B-5(d) of the Tax Abatement Act.

Section 9 Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the Granting Authority agrees to take necessary steps and actions to insure that the Company receives the abatement of taxes set forth in this Agreement. Further, neither the Granting Authority nor the Company will take any actions which would undermine or circumvent the intent of this Agreement.

Section 10 Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Section 11 Severability: All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.

Section 12 Construction: This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

Section 13 Effective Date: This Agreement shall become effective immediately upon its execution in full by the Granting Authority and the Company.

IN WITNESS WHEREOF, the Granting Authority and the Company have caused this Agreement to be executed in their respective names effective as of the date first set above.

DALE COUNTY, ALABAMA

By 
Steve Mckinnon, Chairman

ATTEST:

Cheryl Ganey, Administrator

HECATE ENERGY PANTHER PATH LLC

By: _____
Name: _____
Title: _____

THOMAS J. WILLIAMS

FAYE WILLIAMS

JESSICA C. SAMMONS

EXHIBIT A

**APPLICATIONS TO LOCAL GRANTING AUTHORITY
FOR ABATEMENT OF TAXES**

(See Attached)



ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1a. TYPE OF ABATEMENT APPLYING FOR: <input checked="" type="checkbox"/> Sales & Use Taxes <input checked="" type="checkbox"/> Property Taxes <input type="checkbox"/> Mortgage & Recording Taxes	2. PROJECT NAICS CODE: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr><td style="width: 20px;">2</td><td style="width: 20px;">2</td><td style="width: 20px;">1</td><td style="width: 20px;">1</td><td style="width: 20px;">1</td><td style="width: 20px;">4</td></tr> </table>	2	2	1	1	1	4
2	2	1	1	1	4		

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. TYPE OF PROJECT: <input checked="" type="checkbox"/> New Project <input type="checkbox"/> Major Addition To An Existing Facility
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4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
 \$2,000,000 - OR - 30% of original cost of existing property, original cost \$ _____

5. PROJECT APPLICANT: OBA:
Hecate Energy Panther Path LLC

6. ADDRESS OF APPLICANT: 621 W Randolph St	CITY: Chicago	STATE: IL	ZIP CODE: 60661
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7. NAME OF CONTACT PERSON: Matt Levine	EMAIL ADDRESS: mlevine@hecateenergy.com	TELEPHONE NUMBER: (518) 810-4703
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8. DATE COMPANY ORGANIZED:
11/26/2019

9. PHYSICAL LOCATION OF PROJECT:
Intersection of Country Road 43 and Panther Path

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Unincorporated	COUNTY: Dale	ZIP CODE: 36352
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10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):
Acquisition, leasing, construction, equipping, and installation of a solar electricity manufacturing operation

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 02/01/2025	12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 06/01/2026	13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 06/01/2026
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14. HAVE BONDS BEEN ISSUED FOR PROJECT: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date bonds issued:	15. WILL BONDS BE ISSUED FOR PROJECT <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, projected date of issue:
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16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY 3	INITIALLY \$ 225,000	a. Land (if donated, show market value)	18a \$ 1,620,000	XXXXXXXXXX
YEAR 1 0	YEAR 1 \$ 0	b. Existing Building(s) (if any)	18b \$ 0	XXXXXXXXXX
YEAR 2 0	YEAR 2 \$ 0	c. Existing Personal Property (if any)	18c \$ 0	XXXXXXXXXX
YEAR 3 0	YEAR 3 \$ 0	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d \$ 15,445,079	19d \$ 7,722,540
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e \$ 69,320,479	19e \$ 50,000,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f \$ 1,908,540	19f \$ 1,908,540
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g \$ 88,294,098	19g \$ 59,631,080

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Matthew Levine

NAME (PRINT)
Matthew Levine

SIGNATURE

Director

TITLE
 11/14/2022

DATE

**CONTRACT TO AUDIT FEDERAL AWARDS
OF
DALE COUNTY COMMISSION**

This contract is entered into on the 9th day of November 2022, by and between the Department of Examiners of Public Accounts (EPA) and Dale County Commission, hereinafter referred to as the (DCC). The contracting parties hereby agree to the following:

I. Purpose and Scope

EPA shall conduct an audit of DCC, for the period beginning October 1, 2020 and ending September 30, 2021. EPA's audit will encompass a financial audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of federal awards in accordance with the provisions of the Single Audit Act and/or U.S. Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended.

EPA will furnish copies of audit reports to DCC. Upon request, EPA will also furnish copies of the audit report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the audit report becomes final, unless EPA is notified in writing to extend the retention period.

II. Funding of Audit

DCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the audit of federal awards, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the audit shall not exceed sixteen thousand three hundred forty dollars (\$16,340.00). However, in the event that EPA finds DCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary Schedule of Expenditures of Federal Awards ("SEFA"), the maximum cost of the audit may be increased accordingly. If the cost of the audit will exceed the above-stated maximum, EPA will provide an estimate of the increased amount. DCC shall pay 80% percent of the audit costs upon full execution of the contract and 20% percent upon completion of field work as evidenced by invoices of the EPA.

III. General Provisions

The parties to this Contract agree with, and shall adhere to, the following:

A. Access to Records and Work Area

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of DCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to DCC's personnel for the purpose of interview and discussion related to the audit set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The DCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

B. Compliance with Federal, State, and Local Laws

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

C. Immunity and Dispute Resolution

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

Contract
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In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

D. Indemnity

To the furthest extent permitted by law, DCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the DCC's failure to fulfill its obligations under this Contract.

E. Amendments

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

F. Entirety

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

G. Termination

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

H. Term of Contract

This contract will begin on November 4, 2022 and end on November 4, 2023. EPA agrees to notify DCC in the event of any unforeseen delays affecting this schedule.

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IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA
Department of Examiners
of Public Accounts

Dale County Commission



Rachel Laurie Riddle
Chief Examiner



Steve Mckinnon
Chairman

