

Minutes of the 4 May 2010
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the 4 May 2010 meeting of the Yancey County Board of County Commissioners were Chairman Walter Savage, Member Jerri Storie, Member Johnny Riddle, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, EDC Executive Director Jake Blood, and members of the general public.

Call to Order, Invocation and Approval of Agenda

Chairman Savage called the meeting to order and asked for a moment of silence. The motion to approve the agenda was made by Commissioner Storie and was seconded by Commissioner Riddle. The vote to approve was unanimous. (Attachment A)

Public Comment

The first person to speak before the Board was Barbara Webster. Ms. Webster came to update the Board on the success of the "Quilt Trails" project which has been featured in many publications and magazines. Ms. Webster asked the Board to consider hiring a full-time person when economic times are better. The next person to speak before the Board was Bill Grover. He stated that he had heard that the county had no money for asphalt to patch roads and he was concerned about the safety of school buses. He also would like to know how much money has been spent on the Social Services Board situation and if the Board was going to continue. The next person to speak before the Board was Benny Riddle. Mr. Riddle stated that he would like to thank the County Commissioners for their support in asking for controversial wildlife rules not be applied to Wildlife District 8, which includes Yancey County. He also wanted to talk about possible jobs for cutting timber on National Forest land. The next person to speak before the Board was Marvin Taylor. He wanted to see if the commissioners could check into a situation where the Yancey County Sheriff's Department didn't respond to a known violent criminal at his house. He stated that the Sheriff's Department waited at the fire department but would never respond. The next person to speak before the Board was Lud Liner. Mr. Liner was upset that he had turned in his form to be heard before the Board of Equalization and Review on Monday and before he returned home his wife received a call from the Tax Department stating that it was too late to be heard before the Board of Equalization and Review. He would like to be heard before that Board of Equalization and Review and discuss his taxes.

Previous Meeting Minutes

The only minutes presented before the Board was for the regular meeting on April 6, 2010. The motion to approve these minutes was made by Commissioner Storie and was seconded by Commissioner Riddle. The vote to approve was unanimous.

Community Child Protection Team Report

The Board next heard from Ms. Elizabeth Turner, Chair of the Community Child Protection Team. Ms. Turner stated that she would like to thank the Board for all their action to keep children in Yancey County safe and healthy. She further stated that she would be sending comments to the State and if the Board had any comments that the team welcomes those comments. Ms. Turner also stated that after looking at various cases of child protection in the county that some gaps in coverage were identified but some of these areas are being fixed. She also informed the Board that there are some common threads in these cases: 1. Substance abuse 2. Domestic violence and 3. Mental health diagnoses. She was also happy to report that there were no child fatalities last year and she urges the County to seek additional funds for mental health (A copy of the report is Attachment B).

Double Island Volunteer Fire Department---Fireman Relief Fund Trustee Request

Chairman Savage explained what the Fireman Relief Fund is and how it is funded. He stated that every fire district had to have a Board of Trustees and that Double Island is requesting that Mr. Rick Robinson replace Mr. Donald Cassida as the County's appointee to the Fireman

Relief Fund Board of Trustees (Attachment C). Chairman Savage then made a motion to appoint Mr. Rick Robinson to the Double Island Fireman Relief Fund Trustee Board of Directors. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Watershed Review Board

The Board next heard from County Manager Nathan Bennett about the watershed review board. Mr. Bennett stated that the Watershed Ordinance was passed in 1993 and that time it established a watershed review board of 5 members and 2 alternates. The watershed review board's purpose is to hear any appeals made by people who did not agree with the decision made by the administrator of the Watershed Ordinance. Mr. Bennett stated that he was not aware of this board meeting only as on an as needed basis. Mr. Bennett further stated that some of the terms were for three years and some were for two years. Mr. Bennett submitted the following list of names for consideration by the Board to appoint to the watershed review board: For a three year term representing Pensacola Ms. Christy Edwards, for a three year term representing the Town of Burnsville Mr. Tom Storie, for a three year term representing a citizen at large in the county Mr. Roy Lee Anglin, for a two year term representing Pensacola Mr. Jerry Riddle, for a two year term representing the Town of Burnsville Mr. Ron Powell, for a two year term as an alternate representing Pensacola Mr. John Whitehouse, for a two year term as an alternate representing the Town of Burnsville Mr. Randall Wilson. After hearing from County Manager Bennett, Commissioner Riddle made a motion to appoint these aforementioned people to the watershed review board for their designated term. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Scenic Byway Designation

The Board next heard from Jake Blood, Executive Director of Yancey County Economic Development. Mr. Blood came before the Board asking for support by the Board for the "Mount Mitchell Scenic Byway" designation. Yancey County does not have a scenic byway and the Transportation Task Force appointed by the Board has been working on a designation of highways from Mt. Mitchell through the Blue Ridge Parkway, down NC Highway 80, then through Burnsville on Highway 19E before ending at the new I-26 which has been designated a scenic byway. Mr. Blood stated that there is a process that must be gone through but the Transportation Task Force is asking for support of the County Government. Chairman Savage then asked the clerk to the board to read the resolution. After hearing from the clerk Commissioner Storie made a motion to approve the resolution and it was seconded by Commissioner Riddle. The vote to approve was unanimous. (Attachment D)

Workforce Development Board Appointment

The Board next heard from County Manager Nathan Bennett that one of Yancey County's seats on the High Country Workforce Development Board is expiring. Mr. Bryan Peterson of Altec Industries currently sits on that board and is willing to be reappointed. Upon hearing from the County Manager Chairman Savage made a motion to reappoint Mr. Peterson to another term on the High Country Workforce Development Board. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment E)

National Day of Prayer

Chairman Savage then asked the clerk to the board to read aloud the resolution entitled "Recognition of the National Day of Prayer May 6, 2010". (Attachment F) Upon hearing from the clerk Commissioner Riddle made a motion to approve this resolution as read. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Memorial Day Resolution

Chairman Savage then asked County Manager Nathan Bennett to read the resolution entitled "Recognition and Honor of Memorial Day May 31, 2010" (Attachment G). After hearing from the county manager Chairman Savage made motion to approve this resolution as read. Commissioner Riddle seconded the motion and the vote to approve was unanimous.

JJDP Grant (Juvenile Crime Prevention Council)

The Board next heard from County Manager Nathan Bennett about the Juvenile Justice and Delinquency Program (JJDP) grant. This is a grant that funds four programs in Yancey County (4-H Mountain Challenge, Mediation, Project Challenge, and Counseling for Yancey). This grant requires a 20% County match and is a long standing commitment by the County. Upon hearing from the County Manager Commissioner Storie made a motion to authorize submission of the grant application and all supporting documentation. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous. (Attachment H)

Audit Contract for Fiscal Year 2009-2010

The Board next heard from County Manager Nathan Bennett about the standard audit contract with Dixon-Hughes Accountants to perform the County's audit for 2009-10. These services provided by Dixon Hughes have been very valuable over the last year and a half. This is a \$55,000 contract this year. Upon hearing from the county manager Chairman Savage made a motion to approve the audit contract for fiscal year 2009-10. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment I)

Transfer Station Contract

The Board then heard from County Manager Nathan Bennett about the solid waste transfer station contract with GDS Republic. Mr. Bennett stated that Yancey and Mitchell Counties have had a good working relationship with GDS Republic for a number of years. The current cost to ship solid waste out of the county is \$53 per ton. This is a five year contract and in the first two years the cost to ship the solid waste is less than it is now and progresses more the next three years. Mr. Bennett stated that the transfer station is a two county operation where the expenses are shared equally by Yancey and Mitchell Counties and Yancey administers the transfer station. Mr. Bennett further stated that the county attorney had reviewed this contract. Upon hearing from Mr. Bennett Commissioner Riddle made a motion to approve this contract. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment J)

Surplus Property---School Bus from Emergency Management

The Board then heard from County Manager Nathan Bennett about a bus that was used during the Emergency Management training exercises. An individual has come forward wanting to buy this bus but it must first be declared surplus by the Board. Upon hearing from County Manager Bennett Commissioner Storie made a motion to declare the 1989 Chevrolet bus as surplus property. The motion was seconded by Chairman Savage and the vote to approve was unanimous. Chairman Savage further moved to authorize the county manager to negotiate the sale of the bus to the best terms possible. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous. (Attachment K)

H&CCBG Advisory Committee and Designation of Lead Agency

The Board then heard from County Manager Nathan Bennett about the H&CCBG Advisory Committee and lead agency. Mr. Bennett informed the Board that this had to do with funding for the Yancey County Senior Center. The Yancey County Committee on Aging has to be designated as the lead agency each year and the advisory committee has to be appointed. Upon hearing from County Manager Bennett, Chairman Savage made a motion to appoint the committee and designate the Yancey County Council on Aging as the lead agency for the H&CCBG. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment L)

Commissioner Comments

Commissioner Riddle stated that he was very impressed with the training done by Emergency Management lately. He stated that he had watched some of the exercises and was very impressed by what he saw.

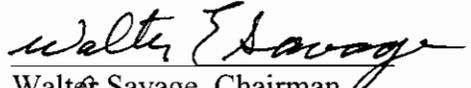
Adjournment

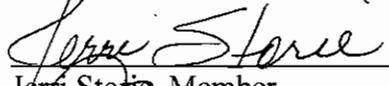
Having no further business Commissioner Storie made a motion to adjourn and it was seconded by Commissioner Riddle. The vote to adjourn was unanimous.

Approved and authenticated on this the 1st day of June 2010.

Attest:


Jason Robinson
Clerk to the Board


Walter Savage, Chairman


Jerri Storie, Member


Johnny Riddle, Member

(county seal)





Attachment A

YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, *County Manager*

Walter Savage, *Chairman*

Jerri Storie, *Commissioner*

Johnny Riddle, *Commissioner*

AGENDA YANCEY COUNTY COMMISSIONERS REGULAR BUSINESS MEETING MAY 4, 2010

- I. Call to Order - Chairman Savage
- II. Invocation
- III. Approval of the Agenda
- IV. Public Comment
- V. Approval of Minutes – April 6th Regular Meeting
- VI. Community Child Protection Team Report---Elizabeth Turner, Chair
- VII. Double Island Volunteer Fire Department---Fireman Relief Fund Trustee Request
- VIII. Watershed Review Board
- IX. Scenic Byway Designation---Jake Blood
- X. Workforce Development Board Appointment
- XI. National Day of Prayer Resolution
- XII. Memorial Day Resolution
- XIII. JJDP Grant (Juvenile Crime Prevention Council)
- XIV. Audit Contract for Fiscal Year 2009-2010
- XV. Transfer Station/GDS-Republic Contract
- XVI. Surplus Property---School Bus from Emergency Management
- XVII. H&CCBG Advisory Committee and Designation of Lead Agency
- XVIII. Adjourn

Attachment B (4 Pages)

April 25th, 2010

To: Yancey County Board of Commissioners
Re: CCPT Annual Report 2009
From: Elizabeth Turner, Chair

Dear Commissioners,

The Community Child Protection Team would like to thank the Commissioners for their work in making Yancey County a better place for all of our children.

Please find our annual report and recommendations attached along with an explanation of Community Child Protection Teams. We understand that the county is already working to bring about many of the very changes we recommend in this report. Thank you for doing so, and we hope that our report will help you in your efforts in establishing needs. We welcome any response that you might give us.

The team will send a separate report with recommendations to the state. If you have comments that you think important for us to include in that report, please attach those as well.

Respectfully,

Elizabeth Turner

The NC Division of Social Services offers the below explanation of Community Child Protection Teams:

Authority: Community Child Protection Teams were established in 1991, as a response to the increased numbers of children reported as being abused, neglected or dependent in North Carolina. Teams were established to add a community dimension to child protection.

The duties and responsibilities of the team were adopted as North Carolina Administrative Code 41I .0400. The original purpose and composition of the team was further formalized and expanded by G.S. 7B 1406, (previously G.S. 143-576.1) effective July 1, 1993.

In 1997 North Carolina designated CCPTs as Citizen's Review Panels which were required by the Federal Child Abuse Prevention Treatment Act (CAPTA). The panels, which must meet at least every three months, are intended to involve citizens in ensuring that states are meeting their goals of protecting children from abuse and neglect.

The intent of the CCPT is to enhance child protection in the community through collaboration and advocacy. The establishment of CCPT as a community partner in child protection changed the concept that the community had about the Departments of Social Services. That agency went from a stand-alone concept of protecting children to a partnering with the community concept of protecting children. Families and communities have benefited from the community approach to child protection.

Purpose of CCPT: The Community Child Protection Team is an interdisciplinary group of community representatives who meet regularly to promote a community-wide approach to the problem of child abuse, neglect and dependency.

CCPT Members: CCPT consist of representatives of agencies and organizations as well as citizens-at-large that have children and families as a focus. **NC law mandates membership for certain agencies and organizations.** These members include:

The county director of social services and a member of the director's staff, a local law enforcement officer, an attorney from the district attorney's office, the executive director of the local community action agency, the superintendent of each local school administrative unit; a member of the county board of social services, a local mental health professional, the local guardian ad litem coordinator, or the coordinator's designee; the director of the department of public health; and a local health care provider.

The board of county commissioners may appoint a maximum of five additional members to represent various county agencies and the community-at-large to serve on any local team.

CCPT Tasks: Review active cases in which abuse, neglect, or dependency is found and that are:

1) Selected from categories defined by the team. 2) Brought for review at the specific request of a team member or 3) Brought for review at the initiative of the director of the department of social services.

In Partnership with the Divison's fatality reviewers, each CCPT shall review fatalities, which are suspected to have resulted from child abuse, neglect or dependency, and the child or the child's family had received child welfare services within 12 months of the child's death.

Report to the Board of County Commissioners: The status of families in the community

A main function of the CCPT is to identify child protection needs in the county and to develop strategies to address the need. Many gaps in services or resources can be addressed through team collaboration, and our team has successfully collaborated to meet the needs of many children.

In the last year, Yancey County 's CCPT succeeded in marshalling greater support for the county's children in need by 1) Meeting more often and 2) Increasing interagency involvement by appointing a non DSS chairperson and adopting a broader focus.

In the past year, CCPT members have provided both referrals and knowledge of family histories that is very useful in providing services to the families. Team members have consistently demonstrated a deep commitment to pursuing support for individual cases as both individuals and agencies, and team efforts have prevented the deterioration of several situations. In one poignant case CCPT was able to prevent a single unemployed father from losing his children because the family did not have a safe and appropriate home, school supplies, clothes, food, etc. CCPT pulled together to find resources to get this family into an apartment, clothing, food, and therapy.

The team has accomplished other goals this past year.

We developed and have begun to implement a plan to recruit more foster parents.

We have brought to light many issues concerning transportation for children receiving needed services.

We worked with AARP to bring parenting classes in Spanish to the county, and we are more educated on Latino issues and culture.

But many (if not most)child safety needs are beyond the scope of the team, and it is for this reason that the state asks that we report to the County Commissioner's and record their response when appropriate.

Thus below we report our summary of findings to the Board of County Commissioners as another method of addressing the child protection needs of the county.

Based on cases reviewed by CCPT, the situation that most often was the cause of children being unsafe in Yancey County was **caretaker abuse or neglect** that had resulted in child behavior problems at levels that parents could not cope with. Most cases seem to be in families that display **abuse and neglect over generations. Substance abuse** seems to be the most common component of these cases with **mental health diagnoses** and **domestic violence** being second and third.

The following page consists of a list of needs that the team believes directly leads to or contributes to children being put in danger. We are confident that the Commissioners share our concerns and our hope is that we can work together to address these issues.

For Our Children: Needs of Families in Yancey County

Employment:

Our families must be able to support themselves and parents and especially our youth must be given a reason to hope that they will have good lives. We believe that lack of employment and low wages leads to both depression and drug use.

Education

We believe that a more educated county will translate into safer homes for children.

We urge the commissioners to make promoting higher education of all residents a priority. Hopefully action here would also increase the employability of our families.

Mental health services for parents

After drug abuse, many cases that we review very often are a result of diagnosed or undiagnosed mental health problems. Yet the team is repeatedly frustrated in its attempts to identify adequate mental health services for these parents.

Mental health services for children

Attempting to deal with a lack of adequate and consistent mental health services, the team must try to brainstorm plans for children who need so much more than is available to them. The reduction of and changing availability of services leaves many of our children unserved.

We urge the county to not wait for the state to provide funds to meet the mental health needs of our families and to seek funding from other sources.

Adequate physical space and an Adequate pay schedule and realistic caseloads for Child Protective Service caseworkers

Our children deserve the best care with adequate offices and the privacy required in this work.

The team urges the county to financially support excellent Child Protective Services and set salaries at the level of surrounding counties as soon as possible.. The team also urges the county to effect a change in Child Protective Service's physical plan as soon as possible.

Basic Needs: Food adequate housing, clothing and transportation

Many cases that come before us involve children with families who cannot meet basic needs.

We hope that the county can respond to the increasing basic needs of many in our community with increased services in these areas.

Attachment C



DOUBLE ISLAND VOLUNTEER FIRE DEPARTMENT

5360 Double Island Road, Green Mountain, NC 28740

828-675-0632

March 28, 2010

Office of the County Manager
Yancey County Courthouse
110 Town Square, Room 11
Burnsville, NC 28714

Dear Mr. Bennett,

This correspondence is to request a change in the Fireman Relief Fund Trustees appointed by the county. Mr. Donald Cassida has been removed from the Double Island Volunteer Fire Department's Board of Directors. Mr. Cassida has been replaced by Mr. Rick Robinson. This change has been approved by the DIVFD membership on January 12, 2010. The DIVFD request's that Mr. Robinson replace Mr. Cassida as a county appointed Fireman Relief Fund Trustee. If you should have any questions please notify me and thank you for your support.

Sincerely,

A handwritten signature in cursive script, appearing to read 'George Cherry'. The signature is written in black ink and is positioned above the printed name and title.

George Cherry
President DIVFD
415 Carolina Keep Road
Green Mountain, NC 28740
828/208-6997

Attachment D (7 pages)



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner

30 March 2010

To The Honorable Walter Savage,
Jerri Storie, and Johnny Riddle,
Yancey County Commissioners

To the Honorable Danny McIntosh, Mayor,
Ruth Banks, Judy Buchanan, Doyce McClure,
& Ron Powell, Councilors

RE: "Mt. Mitchell Scenic Drive" – Scenic Byway Application

Commissioners, Mayor, & Councilors:

In regard to the matter referenced above the undersigned members of the Yancey County Transportation Task Force deliver this letter in order to respectfully request that the Yancey County Board of County Commissioners & Burnsville Town Council adopt a resolution in support of the designation of "Mt. Mitchell Scenic Drive" as a North Carolina Scenic Byway by the North Carolina Department of Transportation.

Our committee began its work over the past several weeks and has begun to address many transportation related issues during that time, not the least of which is the designation of a Scenic Byway through Yancey County. As you may be aware, the North Carolina Department of Transportation administers a North Carolina Scenic Byways program which encourages residents and visitors to experience North Carolina history, geography and culture through a system of beautiful roadways without regulating future development or land use along the roadway, with the exception of certain restrictions on commercial billboards along the designated byways. For your reference we enclose along with this letter information produced by the North Carolina Department of Transportation detailing the program and how it works.

At our last meeting our committee voted unanimously to recommend to you the approval of an application to designate US Highway 19 from its junction with US Highway 26 in Madison County, through Yancey County and the Town of Burnsville to Highway 80 in Micaville, from thence with Highway 80 through the South Toe Community to the Blue Ridge Parkway, and from thence to Mt. Mitchell State Park, as a North Carolina Scenic Byway to be known as "Mt. Mitchell Scenic Drive".

Our committee feels that with the impending construction and widening of US Highway 19 as it traverses through Yancey County and the Town of Burnsville now is the time to address this application to the North Carolina Department of Transportation so as to secure the designation of the highway as a Scenic Byway and thereby to better promote travel and tourism to and through our county as a natural resource of our community. We know that as Commissioners and Mayor and Councilors of the Town of Burnsville you have been dedicated to promoting and advertising the preservation of rural mountain character, history, arts and culture in the County not only for improved and increased travel and tourism to our area, but also to better promote and educate our youth about Yancey County history and geography and to better market our area economically and feel that the designation of the "Mt. Mitchell Scenic Drive" as a North Carolina Scenic Byway would be a very big step toward better realizing that goal.



YANCEY COUNTY

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PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, County Manager

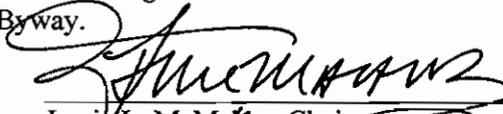
Walter Savage, Chairman

Jerri Storie, Commissioner

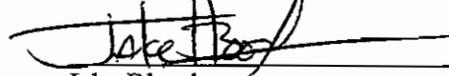
Johnny Riddle, Commissioner

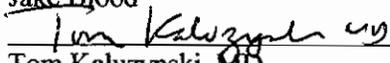
As such, the Yancey County Transportation Task Force does hereby formally request that you consider at your next meeting a resolution of the Board in support of an application to the North Carolina Department of Transportation to designate "Mt. Mitchell Scenic Drive" as described above, as a North Carolina Scenic Byway.

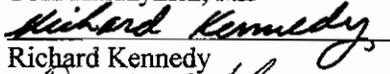
Respectfully submitted,

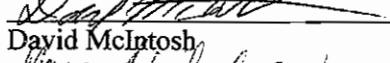

Jamie L. McManis, Chairman
Yancey County Transportation
Task Force Chairman

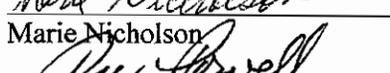
Yancey County Transportation Task Force:

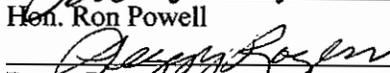

Jake Blood


Tom Kaluzynski, MD

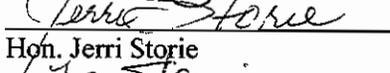

Richard Kennedy

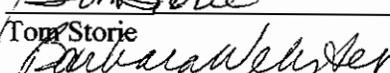

David McIntosh

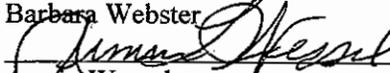

Marie Nicholson

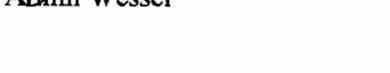

Hon. Ron Powell


Peggy Rogers


Amy Sheele


Hon. Jerri Storie


Tom Storie


Barbara Webster


Armin Wessel



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, *County Manager*

Walter Savage, *Chairman*

Jerri Storie, *Commissioner*

Johnny Riddle, *Commissioner*

YANCEY COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution in Support of "Mt. Mitchell Scenic Drive" Scenic Byway Application

WHEREAS Yancey County has adopted the goal of promoting and advertising the preservation of rural mountain character, history, arts and culture in the County; and

WHEREAS Yancey County has created the Yancey County Transportation Task Force, the purpose of which is to advise and counsel the Board of County Commissioners with regard to all issues relative to public roadways and transportation services; and

WHEREAS it is one of the objectives of the County with regard to preserving rural mountain character, history, arts and culture to preserve and protect visual resources in rural sections of the County, including rural roadscapes that demonstrate the natural beauty of Western North Carolina, invoke the feel of the countryside, and traverse the many historic and cultural sites throughout the County; and

WHEREAS the North Carolina Department of Transportation administers a North Carolina Scenic Byways program, which encourages residents and visitors to experience North Carolina history, geography and culture through a system of beautiful roadways without regulating future development or land use along the roadway; and

WHEREAS the Yancey County Transportation Task Force has recommended to the Board of County Commissioners the designation of that portion of US Highway 19 leading from its junction with US Highway 26 in Madison County, through Yancey County and the Town of Burnsville, to Highway 80 in Micaville, and from thence with Highway 80 through the South Toe Community of Yancey County to the Blue Ridge Parkway, and from thence with the Blue Ridge Parkway to Mt. Mitchell as a Scenic Byway to be known as "**Mt. Mitchell Scenic Drive**" and has undertaken to submit an application to the North Carolina Department of Transportation for such designation; and

WHEREAS the aforementioned proposed Scenic Byway travels by several natural and scenic landmarks, including Mt. Mitchell State Park, the Blue Ridge Parkway, Pisgah National Forest, the South Toe Community, and the Town of Burnsville; and

WHEREAS the Board of County Commissioners does hereby find that the designation of the aforementioned roadway as a Scenic Byway would greatly enhance the County's goal of promoting and advertising the preservation of rural mountain character, history, arts and culture.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Yancey County Board of County Commissioners does hereby support the designation of the roadway referenced herein above as the "**Mt. Mitchell Scenic Drive**" and the filing of an

application to designate the same, and does hereby request that the North Carolina Department of Transportation look favorably upon the application.

This the 4th day of May 2010.

Walter S. Savage
Walter Savage, Chairman
Yancey County Board of Commissioners

ATTEST:

J. Jason Robinson (SEAL)
J. Jason Robinson, Clerk to the Board



Quilt Trails of Western North Carolina

PO Box 986, Burnsville, NC 28714

828-682-7331

www.quilttrailswnc.org

November 19, 2009

Ms. Wanda J. Proffitt
Carolina Mountain Realty
423 West US Highway 19E ByPass
Burnsville, NC 28714

Dear Wanda:

Quilt Trails of Western North Carolina will fully support all endeavors to request Scenic Byway designation for both Highway 19 and Highway 80. We are keenly aware of the tourist attraction possibilities that accrue from these designations and find that highly desirable. We also want to see these beautiful roads protected as much as possible from the visual clutter of billboards. The beauty of these roads is our heritage and we want to help preserve that heritage as much as possible.

You can count on us for full support.

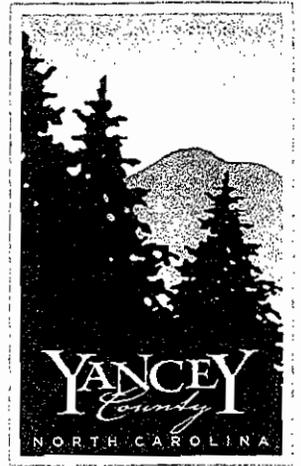
Sincerely,



Barbara Webster
Executive Director

Yancey County / Burnsville Chamber of Commerce

106 West Main Street
Burnsville, North Carolina 28714
Telephone: (828) 682-7413 Fax: (828) 682-6599



November 16, 2009

Wanda J. Proffitt
Carolina Mountain Realty
423 West US Highway 19E ByPass
Burnsville, NC 28714

Dear Wanda:

The Yancey County/Burnsville Chamber of Commerce offers its full support to all involved parties as the process is initiated to request **Scenic Byway** designations for Highway 19 and Highway 80 South.

As things progress, please let us know how we may be of assistance.

With Best Regards,

A handwritten signature in cursive script that reads "Marie Nicholson".

Marie Nicholson, President
Yancey County/Burnsville Chamber of Commerce

Home of Mt Mitchell – Highest Peak East of the Mississippi

Yancey-Mitchell Board of REALTORS, Inc.

153 Oak Avenue
Spruce Pine, NC 28777

Phone/Fax: (828) 765-0880
Email: yanceymitchell@bellsouth.net



March 11, 2010

Mr. Walter Savage, Chairman
Yancey County Commission
Yancey County Courthouse
Burnsville, North Carolina 28714

Dear Mr. Savage,

The Yancey-Mitchell Board of REALTORS which represents approximately 120 members voted unanimously to support Yancey County applying for North Carolina Department of Transportation Scenic ByWay designation for Highway 19 from the intersection of Exit 9 off future I-26 to Burnsville and continuing to Hwy 80 South and connecting to the Blue Ridge Parkway.

With Highway 19 under construction, NOW is time to take positive action on preserving our natural beauty for future generations. We applaud you and Yancey County Commissioners for taking the initiative in planning for the future of Yancey County.

We do understand that Madison County will need to mutually agree on the designation for section of Hwy. 19 through Madison County but would encourage this be a priority issue.

Thank you in advance for making this a reality.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anne Wilson', written in a cursive style.

Anne Wilson, President

cc: North Carolina Department of Transportation
Jamie McMahan, Yancey County Planner
Nathan Bennett, Yancey County Manager
Wanda Proffitt, NCDOT Board Member, Division 13

Earl Tipton, Chair
Jim Halsey, Vice-Chair

468 New Market Blvd., Boone, NC 28607-3943
Phone: 828-265-5434 Fax: 828-265-5439
TTY: 1-800-735-2962 Voice: 1-800-735-8200
E-Mail: ccoates@regiond.org
www.highcountrywdb.com

April 14, 2010

Mr. Walter Savage, Chairman
Yancey County Board of Commissioners
110 Town Square
Burnsville, NC 28714

Dear Mr. Savage:

The current term of one of Yancey County's private sector representatives to the High Country Workforce Development Board, **Bryan Peterson**, of Altec Industries, expires June 30, 2010.

You may either reappoint Mr. Peterson or make a new appointment. If you choose to reappoint Mr. Peterson, a simple phone call to me is all that will be needed.

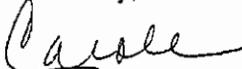
Should you choose to make a new private sector appointment, the Workforce Investment Act sets the following several legal membership requirements, including:

- Appointments for private sector seats are to be made from "*nominations presented by a general purpose business organization*," such as the Chamber of Commerce", with at least 1.5 nominations for each vacancy.
- Private sector representatives must be *owners, chief executive or operating officers, or other executives with substantial policy or management responsibility* in their business.
- Private sector representatives should represent the county's larger business concerns since those individuals are presumed to be in the best position to speak to the current and future workforce needs across the region.

Prior to submitting an appointment, please confirm with all nominees their awareness of the Board's usual meeting time and location (3:00 PM, second Thursday of alternating months, in Boone) and their ability to participate in those meetings.

Please make your appointment with all possible speed to ensure continuous representation for Yancey County on the Workforce Development Board. If you have any questions please give me a call at (828) 265-5434, ext. 130.

Sincerely,



Carole R. Coates
Workforce Development Director

Enclosure

Copy: Nathan Bennett; Jason Robinson



Earl Tipton, Chair
Jim Halsey, Vice-Chair

468 New Market Blvd., Boone, NC 28607-3943
Phone: 828-265-5434 Fax: 828-265-5439
TTY: 1-800-735-2962 Voice: 1-800-735-8200
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April 14, 2010

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Yancey County Board of Commissioners
110 Town Square
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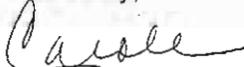
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- Appointments for private sector seats are to be made from "*nominations presented by a general purpose business organization*," such as the Chamber of Commerce", with at least 1.5 nominations for each vacancy.
- Private sector representatives must be *owners, chief executive or operating officers, or other executives with substantial policy or management responsibility* in their business.
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Sincerely,



Carole R. Coates
Workforce Development Director

Enclosure

Copy: Nathan Bennett; Jason Robinson ✓



Attachment F

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

RESOLUTION

IN RECOGNITION OF

NATIONAL DAY OF PRAYER

MAY 6, 2010

WHEREAS, the National Day of Prayer was created in 1952 by a joint resolution of the United States Congress, and signed into law by President Harry S. Truman; and

WHEREAS, The National Day of Prayer is an annual observance held on the first Thursday of May; and

WHEREAS, the National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders in making decisions affecting the people.

NOW, THEREFORE, the Yancey County Board of Commissioners does hereby Proclaim May 6, 2010, a “***DAY OF PRAYER***” in Yancey County, North Carolina and urge our citizens to join together in their homes, places of work and places of worship, to pray for our County, State and Nation.

ADOPTED unanimously this the 4th day of May, 2010.



SEAL

Walter E. Savage
Walter E. Savage, Chairman

Jerri Storie
Jerri Storie, Commissioner

Johnny Riddle
Johnny Riddle, Commissioner

J. Jason Robinson

J. Jason Robinson,
Clerk to the Board of Commissioners

Attachment 6



RESOLUTION

IN RECOGNITION and HONOR OF
MEMORIAL DAY
MAY 31, 2010

WHEREAS, since the beginning of our nation's history, brave men and women have served in the Armed Forces in defense of our country's freedom; and

WHEREAS, the citizens of Yancey County live in freedom due to the contributions and sacrifices made by those who served, or are presently serving, in the Armed Forces of the United States; and

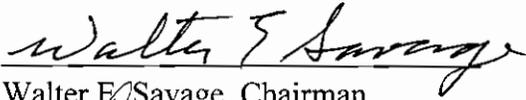
WHEREAS, in profound respect for the men and women who have died in military service for our country, the last Monday in May has been designated as Memorial Day; and

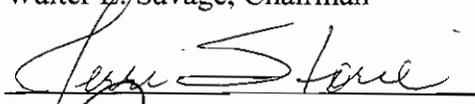
WHEREAS, our servicemen and servicewomen, past and present, should be acknowledged, honored, and thanked for the many blessings they have brought to this great country; and

WHEREAS, Yancey County and the Town of Burnsville join with other counties and municipalities nationwide to honor the service and dedication of our military servicemen and servicewomen.

NOW, THEREFORE, the Yancey County Board of Commissioners does hereby Proclaim Monday, May 31, 2010 as "**MEMORIAL DAY**" in Yancey County, North Carolina. **FURTHERMORE**, we call upon all citizens to recognize and thank all veterans, active duty and reserve military servicemen and servicewomen, for their courage, patriotism, and for their selfless commitment to our nation and people.

ADOPTED unanimously this the 4th day of May, 2010.


Walter E. Savage, Chairman


Jenni Storie, Commissioner


Johnny Riddle, Commissioner

SEAL




J. Jason Robinson,
Clerk to the Board of Commissioners

Attachment H

Yancey County 2010-2011

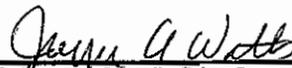
Department of Juvenile Justice and Delinquency Prevention County Funding Allocation

Available Funds: \$ 76,893 Local Match: \$ 18,266 Rate: 20%

A Program Agreement Form for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING			OTHER	Total	% Non-DJJDP Program Revenues
			Local Cash County	Local Cash Other	Local In-Kind	State/Federal		
1	JCPC Administrative Funds	\$3,644					\$3,644	0%
2	Mediation	\$6,000	\$1,200				\$7,200	17%
3	4-H Mountain Challenge	\$27,817	\$8,467				\$36,284	23%
4	Project Challenge	\$25,171	\$5,034				\$30,205	17%
5	Counseling for Yancey	\$14,261	\$3,565		\$2,560		\$20,386	30%
6							\$0	#DIV/0!
7							\$0	#DIV/0!
8							\$0	#DIV/0!
9							\$0	#DIV/0!
10							\$0	#DIV/0!
TOTALS:		\$76,893	\$18,266	\$0	\$2,560	\$0	\$97,719	21%
Unallocated Funds		\$0						

The above plan was derived through a planning process by the Yancey County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2010-2011.



 Chairperson, Juvenile Crime Prevention Council (Date) 4/23/2010



 Chairperson, Board of County Commissioners (Date) 5/4/10

Attachment I (9 Pages) 

DIXON HUGHES PLLC
Certified Public Accountants and Advisors

March 31, 2010

Yancey County
Burnsville, North Carolina

This attachment to item 15, "Contract To Audit Accounts" (LGC-205) is intended to further clarify certain provisions of the Contract.

AUDIT SERVICES

We are pleased to confirm our understanding of the services we are to provide the Yancey County (County) for the year ended June 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the County as of and for the year ended June 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the County's basic financial statements. As part of our engagement, we will apply certain limited procedures to the County's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of expenditures of federal awards.
2. Combining fund statements
3. Budget and actual schedules for each fund required to adopt a budget

500 Ridgely Court
PO Box 3049
Asheville, NC 28802
Ph. 828.254.2254 Fx. 828.253.8914
www.dixon-hughes.com


MEMBER
GLOBAL ALLIANCE OF
INDEPENDENT FIRMS

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements and other matters, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the *State Single Audit Implementation Act*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the County, management, specific legislative or regulatory bodies, federal and state awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133; and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133 and the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all

management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility of such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that federal and state award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal and state awards, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in

internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133 and the State Single Audit Implementation Act, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's responses on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

As required by the OMB Circular A-133 and the State Single Audit Implementation Act, our audit will include tests of transactions related to major federal and State award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports

required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters. Because of the importance of management's written or verbal representations to an effective audit, you agree to release Dixon Hughes and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the County's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will inform the County of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any control deficiencies not considered to be significant or other matters involving internal control, if any, as required by *Government Auditing Standards*, OMB Circular A-133 and the State Single Audit Implementation Act

Audit Procedures—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the County has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our reports on compliance issued pursuant to OMB Circular A-133 and the State Single Audit Implementation Act.

MANAGEMENT RESPONSIBILITY FOR NONATTEST SERVICES

The County is responsible for all management decisions and for performing all management functions, and for designating a competent employee to oversee the nonattest services we will provide. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

We will provide the following additional nonattest services:

- We will advise management about appropriate accounting principles and their application and will assist in preparation of the County's financial statements. The responsibility for the financial statements and all representations contained therein remains with management, which includes board members of Yancey County;
- At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide to management the required copies of the final reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and the Local Government Commission.

You are responsible for evaluating the adequacy and results of the above nonattest services performed and accepting responsibility for the results of such services. This includes your review and approval of all adjustments we may propose to the accounting records of the County or its financial statements as a result of these services.

Audit Administration, Fees, and Other

We understand that your employees will prepare all schedules and confirmations we request, provide copies of any documents requested, and will locate any invoices or files selected by us for testing.

The audit documentation for this engagement is the property of Dixon Hughes PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the U.S. Department of Health and Human Services or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dixon Hughes personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for seven years after the date the auditors' report is issued or for any additional period requested by the U.S. Department of Health and Human Services. If we are aware that a federal awarding agency, pass-through

entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

This engagement and any actions that may arise shall be governed by the laws of the state of North Carolina and be brought in the judicial districts in which the North Carolina headquarters of Dixon Hughes PLLC is located.

Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be ineffective, or invalid, such ineffectiveness or invalidity shall be only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this agreement, which shall otherwise remain in full force and effect. The agreements of Yancey County and Dixon Hughes contained in this engagement letter shall survive the completion or termination of this engagement.

We estimate our fee for these services will be approximately \$55,000. This estimate is based on 75% of our standard hourly rates, plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.). This estimate is based on the assumption there will be no significant changes in the current federal and state funding levels. Contract addendums will be required for bookkeeping assistance and all new or State mandated major Federal and State programs including the American Recovery and Reinvestment Act of 2009 (a.k.a. Federal Stimulus) and will be billed at standard hourly rates. Summer scheduling is very tight and travel accommodations are difficult to change, therefore, a rescheduling fee of 10% may be charged if fieldwork has to be rescheduled within 1 month of the scheduled starting date. In the event we need to reschedule we will try to accommodate your needs, however, due to other client commitments, we cannot guarantee a timetable that will allow us to complete the audit by October 31st. Interim billings will be submitted as the work progresses and are payable upon presentation.

Certain of our services mentioned above will be billed at our standard hourly rates. In each case, the rates that will be charged are dependent upon the level and experience of the professional involved in providing the service. Information regarding the standard hourly rates for each level of professional that would be expected to participate in the engagement is presented below:

Support personnel – \$85 to \$110 per hour

Staff accountant - \$110 to \$125 per hour

In-charge accountant - \$125 to \$145 per hour

Manager or Senior Manager \$145 to \$275 per hour

Member - \$275 to \$350 per hour

Yancey County
March 31, 2010
Page 9

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Yancey County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy of the engagement letter and the Contract to Audit Accounts and return it to us.

Very truly yours,

DIXON HUGHES PLLC

Dixon Hughes PLLC

ACKNOWLEDGED:

This letter correctly sets forth the understanding of Yancey County.

By: *Walter S Savage* Date: *5/4/10*
Walter Savage, Chairman

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

Brandi Burleson, Finance Officer

Attachment 5 (11 pages)

**TRANSFER STATION OPERATION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

THIS TRANSFER STATION OPERATION, TRANSPORTATION AND DISPOSAL AGREEMENT is entered into as of this ___ day of _____, 2010 by and between the COUNTIES OF YANCEY AND MITCHELL, both being bodies politic and corporate under the General Statutes of North Carolina (the "Counties"), and REPUBLIC SERVICES OF NORTH CAROLINA, LLC, a North Carolina limited liability company ("Republic").

RECITALS

WHEREAS, the Counties own the Transfer Station (as defined below).

WHEREAS, Republic is a provider of transfer station operation, transportation and disposal services.

WHEREAS, the Counties desire for Republic to (i) operate the Transfer Station and (ii) accept Municipal Solid Waste (as defined below) delivered to Transfer Station and deliver such waste to the Disposal Facility (as defined below) upon the terms and conditions set forth in this Agreement.

WHEREAS, the Counties have closed their Construction and Demolition ("C&D") landfill and Republic now handles the C&D waste through the Transfer Station;

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. **Definitions.** For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" shall have the meaning set for the in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended.

(b) "**Agreement**" means this Agreement between the Counties and Republic, as modified, supplemented or restated from time to time.

(c) "**Disposal Facility**" means the landfill know as Foothills Environmental landfill, located at 2800 Cheraw Road, Lenoir, North Carolina 28645, operated by Republic, or one of its Affiliates, as of the Effective Date hereof, or such

other facility which Republic may designate as long as the parties hereto have agreed upon an appropriate modification to the fees with respect to the transportation to such other facility.

(d) "Disposal Operator" means the operator of the Disposal Facility.

(e) "Effective Date" means April 1, 2010.

(f) "Environmental Laws" means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and /or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

(g) "Fees and Taxes" means any federal, state, local or other taxes, assessments, fees, surcharges or similar charges directly or indirectly related to the services provided by Republic pursuant to this Agreement which are imposed on either the Disposal Operator or Republic, and are with respect to the operations of the Transfer Station by law, ordinance, rule, order or regulation and/or agreement with a governmental authority, whether existing as of the Effective Date or as implemented or modified thereafter and whether imposed retroactively or prospectively.

(h) "Force Majeure" means any event relied upon by Republic, as justification for delay in or excuse from complying with any obligation required of Republic under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county, or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement or any permits or licenses of the Transfer Station and/or the Disposal Facility with respect to the acceptance and/or disposal of Waste at the Transfer Station or the Disposal Facility; (iii) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to dispose of and/or accept Waste at the Transfer Station or the Disposal Facility; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Republic under this Agreement; (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste at the Transfer Station or the Disposal Facility; or (vi) the Disposal Operator's refusal or inability to accept Waste.

(i) "Hazardous Materials" means any pollutant, contaminate, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term "Hazardous Material" also includes any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, after the date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(j) "Hazardous Waste" means any waste regulated under or pursuant to any Environmental Law. The term "Hazardous Waste" also includes any waste that is, after the date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(k) "Municipal Solid Waste" means any and all non-hazardous municipal solid waste collected by the Counties and delivered to the Transfer Station which the Transfer Station and the Disposal Facility are permitted to accept pursuant to its then existing permits, licenses and approvals.

(l) "C&D Waste" means solid waste resulting solely from construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures, which the Transfer Station and the Disposal Facility are permitted to accept pursuant to its then existing permits, licenses and approvals. "C&D Waste" does not include inert debris, land-clearing debris, yard debris, or any Unacceptable Waste.

(m) "Premises" means the real property where the Transfer Station is located.

(n) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface water, groundwater, wetlands, lands or subsurface strata.

(o) "Ton" means 2,000 pounds.

(p) "Transfer Station" means that certain transfer station located at 555 Landfill Road, Burnsville, North Carolina 28714, owned by the Counties, as of the Effective Date.

(q) "Unacceptable Waste" means any and all solid waste which the Transfer Station or the Disposal Facility is not authorized to accept for disposal pursuant to its then existing permits, licenses and approvals, including, without limitation, highly inflammable substances, Hazardous Material, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other material

deemed by State and Federal law, or in the reasonable discretion of the Disposal Operator or Republic to be dangerous or threatening to the environment or the operations conducted at the Transfer Station.

2. Term. Unless earlier terminated pursuant to Section 5 of this Agreement, the term of this Agreement shall commence on the Effective Date, and shall remain in full force for a period of five (5) years and three (3) months from the Effective Date (the "Term"). Upon the mutual consent of the parties the Agreement may be extended for additional successive five (5) year terms. The fees charged for any subsequent term shall be negotiated by the parties.

3. Compensation, Billing and Payment.

3.01 Compensation. The Counties shall pay Republic per ton tipping fees that shall apply to both Municipal Solid Waste and to C&D Waste accepted by Republic at the Disposal Facility for the services provided by Republic pursuant to this Agreement. The fees to be charged are as follows:

The fee for the period 4/1/10 thru 6/30/10 shall be \$51.75 per ton

The fee for the period 7/1/10 thru 6/30/11 shall be \$52.25 per ton

The fee for the period 7/1/11 thru 6/30/12 shall be \$53.29 per ton

The fee for the period 7/1/12 thru 6/30/13 shall be \$54.36 per ton

The fee for the period 7/1/13 thru 6/30/14 shall be \$55.45 per ton

The fee for the period 7/1/14 thru 6/30/15 shall be \$56.55 per ton

(the "Compensation"). The amounts set forth above include the current \$2.00 per ton state disposal tax.

Republic shall be entitled at any time to an increase in the Compensation to offset any increase in transportation and/or disposal costs related to disposal at the Transfer Station, the Disposal Facility or transportation thereto. Such an increase may be caused by, without limitation, the imposition of additional landfill fees, a change in the Fees and Taxes under which Republic is to operate, a change in federal, state or local laws or regulations, or a change in other conditions which increase Republic's cost of doing business hereunder. Documentation of such increases shall be submitted to the Counties at its request. In addition, in the event Republic becomes liable for or is required to collect and/or pay any Fees and Taxes upon collection or disposal of the materials contemplated herein (whether imposed prospectively or retroactively), such tax or surcharge shall be the responsibility of the Counties to be paid along with Republic's normal monthly Compensation. Republic shall be entitled to an increase in the Compensation to offset any rise in fuel costs. The fee for transportation and disposal is based on fuel prices within a range of \$2.39 to \$2.469 per gallon as follows. For every \$0.08 above \$2.469 in fuel prices, a fuel surcharge shall apply to increase the Compensation hereunder by 0.4%. For every \$0.08 below \$2.39 in fuel prices, a fuel surcharge shall apply to decrease the Compensation hereunder by 0.4%. The above fuel surcharge shall be determined monthly.

3.02 Billing and Payment of Compensation. Republic shall send monthly invoices for the Compensation owed. The Counties shall pay Republic such invoices within ten (10) days of receipt of the same. Should any invoice remain unpaid

for over thirty (30) days from receipt by the Counties, such unpaid amount shall accrue interest at the rate of 1.5% per month.

4. Delivery and Acceptance of Municipal Solid Waste and C&D Waste.

4.01 Equipment, Scales and Personnel. Republic shall provide the necessary equipment and personnel to operate the Transfer Station and load, transport and dispose of all Municipal Solid Waste and C&D Waste as described herein. Ownership of all equipment provided by Republic shall remain with Republic and the Counties shall not receive any rights or interest therein nor shall any such equipment be deemed fixtures on the Premises. Notwithstanding the foregoing, the Counties shall provide and operate a scale at the Transfer Station for use in weighing the Municipal Solid Waste and C&D Waste delivered to the Transfer Station pursuant to the terms of this Agreement. Republic may, at its cost and expense and on a periodic basis during normal business hours, inspect the scale and test the accuracy of same. The Disposal Facility scales shall serve as the basis of all invoices from Republic to the Counties. The Counties agree to maintain the accuracy of the scales in compliance with the N.C. Department of Agriculture requirements.

4.02 Operations and Facility Maintenance. Republic shall be responsible for the operation and maintenance of the Transfer Station and the transportation of Municipal Solid Waste and C&D Waste to the Disposal Facility, and agrees to perform its obligations set forth in this Agreement in compliance with all applicable laws and regulations. In addition, in connection with Republic's operation of the Transfer Station, Republic shall be responsible for all necessary repairs for damage Republic causes to the Transfer Station's premises and facility, excluding normal wear and tear. The Counties shall be responsible for all other repairs and remediation to the Transfer Station, including, without limitation, regarding conditions existing prior to Republic's operation of the Transfer Station. All such repairs or remediation shall be conducted in a prompt manner. The Counties shall be responsible for all utilities regarding the Transfer Station and its operation.

4.03 Ownership of Municipal Solid Waste. Upon the loading of Municipal Solid Waste and C&D Waste at the Transfer Station, the ownership of such Municipal Solid Waste and C&D Waste shall pass to and be accepted by Republic and the ownership of such Municipal Solid Waste and C&D Waste shall remain with Republic until such Municipal Solid Waste is fully unloaded at the Disposal Facility; provided, notwithstanding the foregoing, title to Unacceptable Waste shall never pass to Republic.

4.04 Subcontracting. During the Term, Republic shall be entitled to subcontract any or all of its duties or obligation under this Agreement without the prior written consent of the Counties; provided, however, any and all subcontractors shall be bound by all the terms and conditions set forth in this Agreement. Without limiting the foregoing, the Counties agree and acknowledge that Republic intends to subcontract the

hauling of all Municipal Solid Waste and C&D Waste hereunder from the Transfer Station to the Disposal Facility.

4.05 Recycling Prohibited. Republic is expressly prohibited from performing recycling operations at the Transfer Station unless the Counties consent to such activities in writing.

4.06 Prorations. If any payments, rights or obligations under this Agreement (whether relating to Fees and Taxes, insurance, or to any other provision of this Agreement) relate to a period in part before the Effective Date or in part after the date of expiration or termination of the Term, the parties hereto agree that appropriate adjustments and prorations shall be made.

4.07 Rejection of Unacceptable Waste. The Counties acknowledge that Republic intends to reject Waste that would be in violation of this Agreement, the then existing licenses or permits of Republic, the Transfer Station or the Disposal Facility, or would result in a violation of applicable federal, state or local laws, rules, regulations, ordinances or orders. Unless otherwise agreed to in advance, if any Unacceptable Waste is delivered to the Transfer Facility by or on behalf of the Counties, Republic shall have the right to refuse or reject such waste, or if not detected prior to acceptance at the Transfer Station, Republic may remove such waste and assure its proper disposal, all at the Counties' expense, which expense the Counties agrees to promptly pay upon presentation by Republic of an invoice setting forth the costs in reasonable detail.

4.08 No Obligation of Disposal Facility. Nothing set forth herein shall obligate the Disposal Facility in any way to accept Municipal Solid Waste or C&D Waste generated outside the Counties. Under no circumstances or conditions shall the operation of the Transfer Station or the Disposal Facility (as applicable) by Republic in connection with this Agreement be deemed a public function, nor have the Counties acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at Republic's Disposal Facility by virtue of this Agreement.

5. Counties' Obligations.

5.01 Exclusivity. The Counties covenant and agree that the disposal of all Municipal Solid Waste and C&D Waste that they collect or contract to have collected at the Transfer Station shall be performed by Republic. During the Term, the Counties will continue the current practice of collecting Municipal Solid Waste and C&D Waste; provided, however, in the event during the Term the Counties enter into any contract or contracts with a third party waste collection service for the collection of Municipal Solid Waste or C&D Waste or any portion thereof within any of the Counties, the Counties shall require such collection service(s) to deliver all such Municipal Solid Waste and C&D Waste to the Transfer Station.

5.02 Permits and Licenses. The Counties, jointly and severally, covenant and agree to (i) maintain all applicable permits, licenses and governmental

approvals regarding the Transfer Station, including without limitation the applicable permit from the North Carolina Department of Environmental and Natural Resources, and (ii) shall cause Republic to be a permitted operator of the Transfer Station under all such permits, licenses and permits. The Counties, jointly and severally, represent and warrant that the Transfer Station complies with all applicable federal, state and local laws, rules and regulations for its intended use.

5.03 Exclusion of Unacceptable Waste. The Counties, jointly and severally, covenant and agree to exclude Unacceptable Waste from the Municipal Solid Waste and C&D Waste delivered to the Transfer Station. To the knowledge of the Counties, the Municipal Solid Waste and C&D Waste will not contain Unacceptable Waste. The Counties covenant and agree to exercise their best efforts to maintain the collection and transportation of Municipal Solid Waste and C&D Waste to the Transfer Station in compliance with the terms hereof and in compliance with applicable federal, state and local laws, rules and regulations throughout the Term.

6. Termination. Either party hereto may terminate this Agreement upon (i) any breach or default of any representation or warranty of the other party hereto set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach or default can be cured and the other party is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of termination, or (ii) any breach or default of any covenant or agreement of the other party hereto set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach of default can be cured and the other party is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of termination. In the event of an event of Force Majeure, Republic may suspend its obligations hereunder and operation of the Transfer Station pursuant to this Agreement and Republic shall not have any liability to the Counties due to such Force Majeure or such suspension, and, furthermore, in the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders Republic unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then Republic shall have the right to terminate this Agreement and shall not have any liability to the Counties due to such Force Majeure or such termination.

7. Insurance. Republic shall maintain at all times during the Term insurance coverage as follows:

- | | |
|----------------------------|---|
| (a) Worker's Compensation: | Statutory (or other ERISA qualified benefit plan for work-related injuries permitted by Texas Labor law |
|----------------------------|---|

- (b) Employer's Liability: \$500,000/occurrence
- (c) Automobile Liability
Bodily Injury, Property Damage \$2,000,000/occurrence
- (d) Commercial General Liability
Personal Injury, Property Damage,
& Contractual Liability Combined \$1,000,000/occurrence

Republic shall upon the full execution of this Agreement and thereafter upon request, furnish the Counties evidence that the insurance relative to its acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

8. Surety Bond. During the entire term of this Agreement, Republic shall furnish to Counties a corporate surety bond as security for the performance of its covenants and conditions contained in this Agreement. The surety bond shall be in the amount of \$978,719.09. Premiums for the bond shall be paid by Republic and evidence of the payment of the premiums shall be furnished, from time to time, by Republic to the Counties upon request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state where the Transfer Station and Disposal Facility is located and the attorneys in fact who sign the surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.

9. Indemnification. The Counties, jointly and severally, on one hand, and Republic, on the other hand, each agrees to indemnify and save harmless the other party and its parent corporations, subsidiaries and Affiliates, and the officers, directors, shareholders, agents, employees and attorneys thereof, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement, court costs, reasonable attorneys' fees and expert witness and consultation fee), caused by or resulting from (i) any negligent or willful act or omission of the party at fault, its agents or employees in connection with this Agreement, or (ii) a breach by the party at fault of any of the covenants, agreements, representations, or warranties of the party at fault set forth in this Agreement.

10. Notices. All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Republic: Republic Services of North Carolina, LLC
PO Box 2943
Hickory, NC 28603
Attention: Area President

With a copy to: Republic Services, Inc.
18500 North Allied Way

Phoenix, Arizona 85054
Attention: General Counsel

To the Counties: Yancey County Manager
Room 11, Courthouse
Burnsville, N.C. 28714

Mitchell County Manager
26 Crimson Laurel Circle
Bakersville, NC 28705

11. Transfer or Assignment of Agreement. This Agreement, and the rights and privileges granted to the parties hereto pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors and assigns of such parties hereto; provided, however, that no party hereto may transfer or assign (whether by operation of law, merger or otherwise) this Agreement, or its rights or obligations under this Agreement, without the prior written consent of the other party hereto (such consent to be exercised in such party's sole discretion), except that Republic may transfer and/or assign (whether by operation of law, merger or otherwise) this Agreement, and its rights and obligations under this Agreement, to any Affiliate, subsidiary, and/or successor of Republic.

12. Miscellaneous. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto. This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all of the parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. Except as contemplated in Section 11 of this Agreement, this Agreement is not intended to confer upon any third parties, other than the parties hereto, any rights or remedies. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. In the event of any legal action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from such losing party all of its costs and expenses incurred in connection with such proceeding, including, without limitation, court costs reasonable attorney's fees and expert witness and consultation fees, incurred at either the trial level or the appellate level.

13. Construction. The parties hereto agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

{Signature page follows}

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

COUNTIES:

Yancey County

By: Walter E. Savage
Chairman of Board of Commissioners

Mitchell County

By: _____
Chairman of Board of Commissioners

REPUBLIC:

REPUBLIC SERVICES OF NORTH CAROLINA,
LLC

By: _____
Name: _____
Title: _____

Attachment K

STATE OF NORTH CAROLINA

FORM MVR-191



Department of Transportation
Division of Motor Vehicles

70



Certificate of Title of a Motor Vehicle

The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a Certificate of Title to the herein described vehicle has been filed pursuant to the General Statutes of North Carolina

1989 YEAR MODEL	CHEV MAKE	BU BODY STYLE	1GBM6P1F2KV104110 VEHICLE IDENTIFICATION NUMBER		
04/14/89 TITLE ISSUE DATE		27000 GROSS WEIGHT	6.00 LICENSE FEE	910250066 TITLE NUMBER	FUEL

Codes: R-Rebuilt or Reconstructed; M-Motor Change; B-Body Change.

YANCEY COUNTY BOARD OF EDUCATION
621 WEST MAIN
BURNSVILLE, N.C. 28714

PERM 24598R
PER
ODD METER 000010

And that the applicant has stated under oath that said applicant is the owner of said motor vehicle and that it is subject to the following liens and none other:

THIRD LIEN	LIENHOLDER	DATE	THIRD LIEN RELEASED	DATE
	LIENHOLDER	DATE	BY	AUTHORIZED REPRESENTATIVE
	LIENHOLDER	DATE	BY	AUTHORIZED REPRESENTATIVE
SECOND LIEN	LIENHOLDER	DATE	SECOND LIEN RELEASED	DATE
	LIENHOLDER	DATE	BY	AUTHORIZED REPRESENTATIVE
	LIENHOLDER	DATE	BY	AUTHORIZED REPRESENTATIVE
FIRST LIEN	LIENHOLDER	DATE	FIRST LIEN RELEASED	DATE
	LIENHOLDER	DATE	BY	AUTHORIZED REPRESENTATIVE
	LIENHOLDER	DATE	BY	AUTHORIZED REPRESENTATIVE

ADDITIONAL LIENS:

00000000

He does further certify that reasonable diligence has been used in ascertaining whether or not the facts in said application for a certificate of title are true, and he is satisfied that the applicant is the lawful owner of the above described vehicle or is otherwise entitled to have the same registered in his name. Therefore, he does hereby certify that the above named applicant has been duly registered in the office of the Division of Motor Vehicles as the lawful owner of the above described vehicle, or is otherwise entitled to have the same registered in his name, and that it appears upon the official records of the Division of Motor Vehicles that at the date of the issuance of this certificate, said vehicle is subject to the liens hereinbefore enumerated, if any, and none other.

As WITNESS, his hand and seal of this Division the day and year appearing in this certificate as the title issue date.

37542110

William L. Heath
COMMISSIONER OF MOTOR VEHICLES

Attachment L (2 Pages)



Yancey County Committee On Aging, Inc.

10 Swiss Avenue • Burnsville, North Carolina 28714 • (828) 682-6011 • FAX (828) 682-6107

April 1, 2010

To: Nathan Bennett, County Manager
Walter Savage, Chairman, County Commissioners
Johnny Riddle, County Commissioner
Jerri Storie, County Commissioner

From: Vivian Hollifield, YCCOA Director

RE: H&CCBG Lead Agency for Yancey County

We are in the process of completing our budget for the FY 2011 and once again are asking for a letter from you designating YCCOA as the Lead Agency for Yancey County for FY 2011.

Attached is our H&CCBG Advisory Committee Board for approval.

Thank you.



Yancey County Committee On Aging, Inc.

10 Swiss Avenue • Burnsville, North Carolina 28714 • (828) 682-6011 • FAX (828) 682-6107

YANCEY COUNTY H&CCBG ADVISORY COMMITTEE BOARD FY 2011

**Nathan Bennett
Walter Savage
Johnny Riddle
Jerri Storie
Anita Davie
Bryan Peterson
Jane Crowder
Vivian Hollifield
Vacant
Betty Fox
Lynn Austin
Lynda Kinnane
Kelly Hensley
Randy McIntosh
Harvey Sharpe
Maryallen Estes
Gail Elkins
Frank McFadden
Faye Boone
Tom Pittman
Ellen Murphy
Lori Massey**

Rachel Stanton

**Yancey County Manager
Yancey Co. Commissioners Chairman
Yancey County Commissioner
Yancey County Commissioner
AAA Director
YCCOA Chairperson
YCCOA Vice-Chairperson
YCCOA Director
NC Cooperative Extension Service
WAMY Community Action
Yancey Co. Transp. Auth. Director
Yancey Co. Health Dept. Director
Yancey Co. Home Health
Yancey Co. Dept. of Social Services
Yancey Co. Baptist Assoc.
Senior Tar Heel Legislature Delegate
Senior Tar Heel Legislature Alternate
Senior Citizen
Senior Citizen
Senior Citizen
Heritage Adult Day Retreat
NC Div. of Vocational Rehabilitation
Services, Independent Living Rehab.
Program, Dept. of Health & Human
Resources
RHA Behavioral Health**