

Minutes of the 6 July 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 6 July 2010 meeting of the Yancey County Board of County Commissioners were Chairman Walter Savage, Member Jerri Storie, Member Johnny Riddle, County Manager and Assistant Clerk to the Board Nathan Bennett, Tax Administrator Jeff Boone, YCTA Director Lynn Austin, Cooperative Extension Service Director Tres Magner, 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 for silent prayer. 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 Bill Grover who thanked the county for the fireworks on the 4th of July. He also spoke about the economy, the Bible, and the Constitution.

The next person to speak before the Board was Peter Franklin. Commissioner Riddle asked him to remove his campaign button because he (Commissioner Riddle) could not campaign in the meeting and it wasn't fair that he (Franklin) could in essence campaign. Upon hearing from the Board Franklin refused to remove his button stating that he is going to, "stand on principal and the First Amendment of the US Constitution." He then gave the Board a copy of a printout from the Raleigh News and Observer regarding the DSS Board issue.

Previous Meeting Minutes

The Board then moved to the approval of minutes from previous meetings. Upon reviewing the minutes Commissioner Riddle made a motion to approve the minutes of the June 1st Regular and Special Meeting, the June 9th Special Meeting, the June 24th Special Meeting, and the June 28th Special Meeting. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

4-H Update

The Board next heard from Tres Magner, Yancey Cooperative Extension Director, who introduced Joshua Black who is a 4-H district officer and the incoming state 4-H officer Coy Tschudy. Mr. Magner informed the Board that both of these young men had participated in 4-H Citizenship NC Focus recently. During this trip to the state capitol the young men met with Representative Ray Rapp and Senator Joe Sam Queen. Also during this week (June 14-18) they did an action plan that will help the community. The action plan that the two young men developed shows a small token of appreciation to veterans by making 100 gift bags for VA Hospitals.

YCTA Policies

The Board next heard from Yancey County Transportation Director Lynn Austin. Ms. Austin again informed the Board about the review by the State and the need for policies to be in compliance. These policies include the Conflict of Interest Policy (Attachment B-1-B-3) and the ADA Policy (Attachment C). The Conflict of Interest Policy just needed to be signed by all members of the Board and by the Transportation Advisory Board and no action was needed. Mrs. Austin also asked the Board to approve the Locally Coordinated Public Transit Human Services Transportation Plan (Attachment D) which was developed by Craig Hughes of the High Country Council of Governments. Mrs. Austin advised that YCTA could always use more funds to provide access to jobs, health care, and educational opportunities. This coordinated plan brings all agencies together to coordinate to provide transportation to these agencies. Upon hearing from Mrs. Austin Commissioner Storie made a motion to approve the ADA Policy. The

motion was seconded by Commissioner Riddle, and the vote to approve was unanimous. Commissioner Storie also made a motion to approve the LCP Resolution. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous. Mrs. Austin also informed the Board that a new 2010 Ford van had been purchased with 100% ARRA money and is about to be put into service.

Tax Office Matters

The Board next heard from Tax Administrator Jeff Boone. Mr. Boone updated the Board on the progress that is being made in the tax office. He reported new properties and unknown building permits that have been added to the tax base. He further stated that he had a refund that needed to be approved. Upon hearing from Mr. Boone, Chairman Savage made a motion to approve the refund (Attachment E). The motion was seconded by Commissioner Storie and the vote to approve was unanimous. Mr. Boone further stated that he had a number of releases from January until April of 2010. Upon hearing from Mr. Boone Chairman Savage made a motion to approve the releases (Attachment F). The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Census Maps

County Manager Nathan Bennett next informed the Board that a copy of the Census Maps for Yancey County has arrived. Discussion followed about what these maps are used for and how the census is used as well.

Recycling Grant

The Board next heard from County Manager Bennett about a recycling grant that the County has received in the amount of \$30,000. This grant will be used to further expand the recycling operations in the County and will save the County money by taking those materials out of the waste stream. Upon hearing from Mr. Bennett Chairman Savage made a motion to approve the grant and authorize the execution of the grant contract by the county manager (Attachment G). The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Commissioner Comments

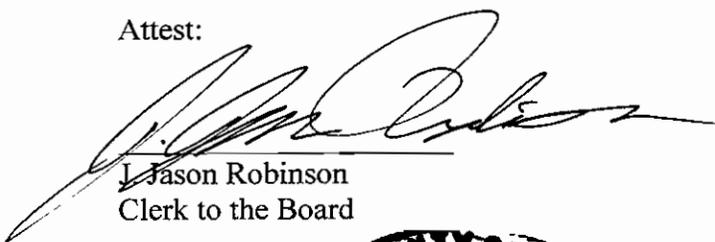
Chairman Savage then asked his fellow commissioners if they had any comments on what they had been doing the previous month. Commissioner Riddle gave a follow-up on the Toe River Health District and informed everyone that Yancey paid more than the other two counties. Chairman Savage thanked the Cooperative Extension Service for the work that they did with 4-H and the other programs. He also talked about the new rule dealing with fireworks and how that he was pleased everything came together for the 4th of July. Commissioner Storie thanked the 4-Hers for their report.

Adjournment

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

Approved and authenticated on this the _____ 3rd _____ day of August 2010.

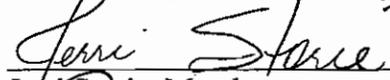
Attest:

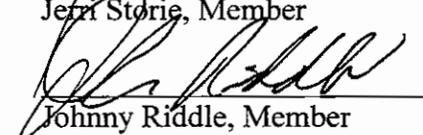

J. Jason Robinson
Clerk to the Board

(county seal)




Walter Savage, Chairman


Jerri Storie, Member


Johnny Riddle, Member

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
July 6, 2010

- I. Call to Order - Chairman Savage
- II. Invocation
- III. Approval of the Agenda
- IV. Public Comment
- V. Approval of Minutes – June 1st Regular and Special Meeting, June 9th Special Meeting, June 24th Special Meeting, June 28th Special Meeting
- VI. 4-H Update---Joshua Black and Coy Tschudy---4-H Ambassadors
- VII. YCTA – Conflict of Interest Policy, ADA Policy, Coordinated Public Transit and Human Services Transportation Plan---Lynn Austin, YCTA Director
- VIII. Tax Office---Jeff Boone, Tax Administrator
- IX. Census Maps
- X. Community Waste Reduction and Recycling Grant
- XI. Commissioner's Comments
- XII. Adjourn

Attachment B-1

YANCEY COUNTY TRANSPORTATION AUTHORITY

Conflict of Interest Policy

July 6, 2010

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The employee, officer, agent, or Board member,
- Any member of his/her immediate family,
- His or her partner, or
- An organization that employs, or is about to employ, any of the above.

The agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

WALTER E. SAVAGE
(Print)

Walter E. Savage
(Signature)

7/6/10
(Date)

Attachment B-2

YANCEY COUNTY TRANSPORTATION AUTHORITY

Conflict of Interest Policy

July 6, 2010

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

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The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

John R. Rood
(Print)

John R. Rood
(Signature)

7-6-10
(Date)

Attachment B-3

YANCEY COUNTY TRANSPORTATION AUTHORITY

Conflict of Interest Policy

July 6, 2010

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

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- His or her partner, or
- An organization that employs, or is about to employ, any of the above.

The agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Jerri Storie
(Print)

Jerri Storie
(Signature)

7/6/2010
(Date)

Attachment C

Americans with Disabilities Act of 1990 (ADA) Policy and Procedures

Date: July 6, 2010

Purpose: This policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the American with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and applicable North Carolina laws and regulations. All services operated by the Yancey County Transportation Authority are operated on a non-fixed route basis and the system complies with ADA requirements with respect to such services.

Policy: It is the policy of Yancey County Transportation Authority to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

Goals: Service is provided in a manner that meets these goals to:

1. provide individual, dignified services to all persons including individuals with disabilities.
2. expedite the safe and efficient boarding, securing, transporting and alighting of all passengers, regardless of mobility status.
3. accommodate the wide range of mobility aids within the confines of available vehicles and commercial standard equipment.
4. minimize potential damage to mobility aids and transit system equipment in the process.

Applicability: This policy applies to all transit system employees, services, facilities and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

Definitions:

Common Wheelchair: A mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A "common wheelchair" does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied.

Disability: A physical or mental impairment that substantially limits one or more major life activities.

Mobility Aid/Non Wheelchair Mobility Device: A device used by a person with a mobility impairment to assist with mobility but does not meet the requirements of a "common wheelchair" as defined by ADA. These include but are not limited to canes, crutches, walkers and "segways" when used by a person with a mobility related disability.

Securement Equipment: A two-part stabilization system used for securing "common wheelchairs" against uncontrolled movement during transport.

Securement Station: Space specifically designed to secure and stabilize "common wheelchairs" on transit vehicles.

Service Animal: An animal that is individually trained to perform a task or tasks for people with disabilities.

Recruitment and Employment: As stated in the transit systems personnel policies, the agency is an Equal Opportunity Employer and fully complies with ADA in its recruitment, hiring and continued employment practices.

Facility and Vehicle Accessibility: The transit system administrative facility, passenger facilities and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and NC DOT. Vehicles purchased for non-fixed-route service will only be non-accessible to the extent that the system, when viewed in its entirety, provides the same level of service to disabled persons as non-disabled persons.

Vehicle and Route Assignment: The assignment of particular types of vehicles will be based upon rider needs. However, in the interest of preparedness, standard operating procedures shall be to station accessible vehicles first on runs that operate on a daily basis and have the potential for accessibility needs on a given day, second on runs that have a history of higher accessibility needs and third on all other runs. The transit system will make all reasonable efforts to make an accessible vehicle available whenever requests are made. Trip denials will be tracked by disability to monitor whether trips are disproportionately denied to individuals with disabilities because an accessible vehicle is not available. Should this be found to be the case, inaccessible vehicles will be replaced with accessible vehicles until the system, when viewed in its entirety, is accessible.

Boarding: Drivers will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary to accommodate slower passengers and waiting for passengers to be seated before moving the vehicle. It is the responsibility of the driver to determine the safest location for passenger boarding based on conditions and individual needs upon arrival at the pick-up site. The passenger and/or their guest, escort or attendant will maneuver the passenger and mobility aid to the vehicle. Only a properly trained transit system employee can operate the lift, secure the “common wheelchair” on the lift and in the securement station.

Priority Seating: With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating. However, this does not supersede the transit system’s right to require any passenger who has caused a disruption in the safe travel of other passengers and/or driver to be required to sit in a specific area of the vehicle as a condition of transportation.

Priority seating for people with disabilities is designated by permanent signage in each vehicle. In cases where a person with a disability requests use of priority seating that currently occupied by another passenger, the driver will ask that passenger to allow the person with a disability to use of the seat.

Driver Assistance: Drivers will make themselves available for assistance to persons with disabilities and will assist upon request of the passenger. Drivers will leave their seat to assist a passenger with using the vehicle ramp, lift and/or securement systems.

Securement: Securement of the “common wheelchair” class of mobility devices is the responsibility of the driver and drivers will be trained in the proper operation of all securement equipment based on manufacturer specifications. Non-common wheelchair aids are the responsibility of the individual passenger, however, it must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers. Drivers will never allow a passenger to ride if they are not secured properly unless the securement system will not accommodate the common wheelchair. If the tie-down system is not compatible for the common wheelchair the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair can not be secured because of the wheelchair design, the passenger still has the right to ride the vehicle. Drivers cannot deny a passenger a ride based on the inability to secure the common wheelchair. However, drivers must warn the passengers of the danger of riding in a non-secured wheelchair. Passengers who refuse to allow their wheelchairs to be secured may be denied service. Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area.

Seat belts and shoulder harnesses are required for ALL passengers, unless written statement/ seatbelt excuse from a medical professional can be presented to the driver.

Transfer to Fixed Seating: All passengers using seated mobility devices have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, users of seated mobility devices to transfer to fixed seating. Drivers are trained to provide assistance in completing the transfer.

Service Animals: In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal, but may ask what tasks the animal has been trained to perform. However, any animal which is not under the passenger's control or which becomes a threat to other passengers may be restricted from riding.

Alighting: It is the responsibility of the driver to determine that the location for passenger alighting is safe. However, the driver will allow a passenger who uses the lift to disembark at any stop, unless the lift cannot be deployed, the lift will be damaged if deployed; or conditions at the stop would present unsafe conditions for all passengers. The driver will only unsecure the "common wheelchair" and operate the list to return the passenger to the ground level. The passenger and/or their guest, escort or attendant must maneuver the passenger mobility aid once it has completely exited the vehicle.

Use of Accessibility Devices by Persons Not Using a Wheelchair: A person who is not using a wheelchair or other seated mobility aid may use the lift to board or alight the vehicle upon request.

Maintenance of Accessible Features: Accessibility features on vehicles, including lifts and wheelchair securement devices, will be maintained in operative condition. This includes providing preventive maintenance on lifts as recommended by the equipment manufacturers, cycling the lift as part of each pre-trip inspection*, taking vehicles with inoperative lifts out of service, and repairing inoperative equipment promptly. Drivers are required to report lift failures as soon as possible.

Accommodation of Portable Oxygen: Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. Department of Transportation rules on the transportation of hazardous materials.

Staff Training: All drivers and transit system staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly assist and treat individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

Rider Information: All printed informational materials are made available in accessible formats upon request, for example, large print for persons with low vision or audio for blind persons, as well as accessible electronic formats.

Complaint Procedure: All complaints of discrimination on the basis of disability will be promptly and objectively investigated and forwarded to the Yancey County Transportation Authority. Corrective or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment.

Modification of Policy: If a passenger requires modification of any of these policies to accommodate their disability, they may request such a modification by contacting the YCTA Director at 828-682-6144. The transit system will work with the individual to find an accommodation solution.

Attachment D

YANCEY COUNTY TRANSPORTATION RESOLUTION TO ADOPT THE
YANCEY COUNTY LOCALLY COORDINATED PUBLIC TRANSIT
HUMAN SERVICES TRANSPORTATION PLAN

Whereas, Yancey County is the primary provider of public transportation in Yancey County; and

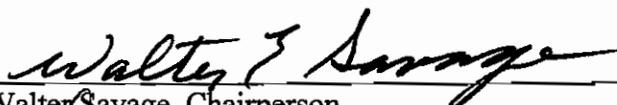
Whereas, Yancey County Transportation is committed to providing transportation to all residents in Yancey County; and

Whereas, the federal SAFETEA-LU transportation authorization passed by Congress in 2005 requires a, "locally developed, coordinated public transportation human services transportation plan" to apply for grants intended to improve the transportation services for persons with disabilities, individuals who are elderly, and individuals with lower incomes; and

Whereas, Yancey County Transportation held a workshop on December 17, 2009 at the Yancey County Cultural Resource Building in Burnsville that included representatives from human service providers and advocates, special transportation providers, and others concerned with transportation in Yancey County; and

Whereas, Yancey County Transportation has created summaries of special transportation needs, and various existing transportation programs, services, and other assets for transportation disadvantaged groups necessary for development of the Locally Coordinated Public Transit Human Services Transportation Plan; and

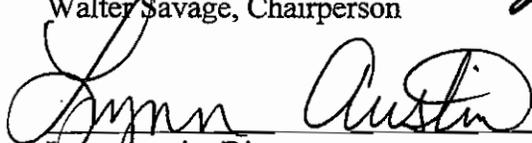
Now, therefore, be it resolved, that the Yancey County Board of Commissioners adopts the Yancey County Locally Coordinated Public Transit Human Services Transportation Plan.



Walter Savage, Chairperson

7/6/10

Date



Lynn Austin, Director

7/6/10

Date

Attachment E

Charles and Carole Weidman
1184 Upper Doe Bag Road
Green Mountain, NC 28740
June 23, 2010

Board of County Commissioners
c/o Yancey County Tax Office
110 Town Square
Courthouse Room No. 2
Burnsville, NC 20714

Re: Property Tax Adjustment

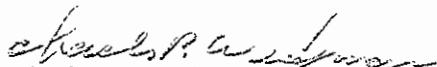
Dear Sirs:

It has been brought to my attention that my wife and I have overpaid our county taxes for the past two years. I went to the Tax Assessor's office when I discovered that the tax rolls showed our home to be 2800 square feet when in reality, we have just under 2000 square feet of living area. The Tax Assessor has now changed the tax roll to indicate the correct square footage for which our property should be taxed for the coming tax period in 2010.

We are requesting that the over payment for the years of 2008 and 2009 be credited to our up-coming taxes rather than giving us the refund which we are due. For your convenience I am enclosing copies of the 2008 and 2009 tax statements.

Thank you for your consideration.

Very truly yours,


Charles P. Weidman

Enclosures

$$\begin{array}{r} 2800 \text{ SF} \\ \hline 1400 \text{ SF} \end{array}$$

Approved 7/6/10
Walter E. Savage

DETACH AND
RETAIN THIS
PORTION FOR
YOUR RECORDS

PLEASE
SUBMIT NEW
MAILING
ADDRESS

TAXPAYER'S STATEMENT
PLEASE SEND PAYMENT TO:
YANCEY COUNTY TAX COLLECTOR
110 TOWN SQUARE - ROOM 1
BURNSVILLE, N.C. 28714
(828) 682-2197

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
BURNSVILLE NC
PERMIT NO. 8

TAX YEAR	BILL NUMBER	PARCEL IDENTIFIER	DESCRIPTION OF TAXES	TAX RATE	TAX AMOUNT
2008	2008015190	07002 00301	COUNTY TAX	0.450	890.13
	LOTS/ACRES	REAL VALUE	FIRE TAX	0.060	118.58
A	6.150	197,800			
	USE VALUE	EXEMPTION	TOTAL TAXABLE		
			197,800		
2008 TOTAL					1,008.71

TAX YEAR	BILL NUMBER	ACCOUNT NUMBER	TOTAL TAX
2008	2008015190	22692	1,008.75

07002 00301

SEE REVERSE SIDE

WEIDMAN, CHARLES P & CAROLE S
1124 UPPER DOE BAG RD

GREEN MTN., NC 28740



2% DISCOUNT ON
2008 AMOUNT IF
PAID BY 08/31/08

2008

ARTICLE 17.

*Administration of Listing.***§ 105-301. Place for listing real property.**

All taxable real property that is not required by this Subchapter to be appraised originally by the Department of Revenue shall be listed in the county in which it is situated. If all or part of the real property is situated within the boundaries of a municipal corporation, this fact shall be specified on the abstract as required by G.S. 105-309. Nothing in this section shall be construed to conflict with the provisions of G.S. 105-326 through 105-328. (1939, c. 310, s. 700; 1971, c. 806, s. 1; 1973, c. 476, s. 193.)

CASE NOTES

Where Corporate Owner Must List Property. — A corporate owner is not authorized to list its property anywhere except the situs of its home office. In re Appeal of McLean Trucking Co., 283 N.C. 650, 197 S.E.2d 520 (1973), decided under former provisions of § 105-302.

OPINIONS OF ATTORNEY GENERAL

Where tract of land lies within two townships so much of tract as lies within each township must be listed in that township. See opinion of Attorney General to Mr. J.E. Rains, Randolph County Tax Supervisor, 40 N.C.A.G. 824 (1969), issued under former similar provisions.

§ 105-302. In whose name real property is to be listed.

(a) ~~Real property shall be listed in the name of the owner, and if the owner is a corporation, the name of the corporation shall be listed.~~ If the board of county commissioners shall have adopted a permanent listing system as provided in G.S. 105-303(b). For purposes of this section, the board of county commissioners may require that real property be listed in the name of the owner of record as of the day as of which property is to be listed under G.S. 105-285.

(b) If real property is listed in the name of one other than the person in whose name it should be listed, and the name of the proper person is later ascertained, the abstract and tax records shall be corrected to list the property in the name of the person in whose name it should have been listed. The corrected listing shall have the same force and effect as if the real property had been listed in the name of the proper person in the first instance.

(c) For purposes of this Subchapter:

- (1) The owner of the equity of redemption in real property subject to a mortgage or deed of trust shall be considered the owner of the property, and such real property shall be listed in the name of the owner of the equity of redemption.
- (2) Real property owned by a corporation shall be listed in the name of the corporation.
- (3) Real property owned by an unincorporated association shall be listed in the name of the association.

Attachment F

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
AYERS, JIMMY CREED YTA7306 BROUGHT IN BILL OF SALE FOR 8000 YANCEY COUNTY	\$57.38	V200904061	01/26/2010	\$65.67
SOUTH TOE FIRE	\$8.29			
BEAVER, GERALD LEE BR75806 Brought in bill of sale YANCEY COUNTY	\$24.95	V200915595	03/09/2010	\$28.28
PENSACOLA FIRE	\$3.33			
BLEVINS, DONALD COY & TAMMY 09P 023514 SINGLEWIDE TRAILER LISTE ON REAL & PERSONAL YANCEY COUNTY	\$22.50	N2009001555	04/21/2010	\$26.84
SOUTH TOE FIRE	\$3.25			
	County Interest	\$1.09		
BOINGS, TAMMY MAE 02P 035235 SOLD TO FATHER IN 2008 DOUBLE LISTED 2009 YANCEY COUNTY	\$31.50	N2009001661	03/26/2010	\$35.51
CANE RIVER FIRE	\$2.80			
	County Interest	\$1.21		
BRIGGS, JOAN BURLESON SYC5354 SHOULD HAVE BEEN BILLED IN ALEXANDER COUNTY YANCEY COUNTY	\$24.08	V200812488	03/03/2010	\$30.69
			DMV Interest	\$0.80
BURNSVILLE FIRE	\$2.68			
	County Interest	\$2.82		
	District Intere	\$0.31		

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
BRIGGS, MAPHRA HENSLEY WWW5846 BROUGHT IN BILL OF SALE PREV YANCEY COUNTY		V200906198	02/09/2010	\$10.58
	\$9.52			
ACKS CREEK FIR	\$1.06			
BRYANT, TERESA R 01012 035920 CHARGED WITH NEW HOUSE , NO HOUSE ON PROPERTY ONLY VACANT LOT YANCEY COUNTY		N2009002327	03/25/2010	\$749.66
	\$652.32	Amount Released		\$145
BURNSVILLE FIRE	\$72.48			
		County Interest		\$24.86
CELO COMMUNITY INC. 09014 0230 Celo Health Center approved by county commissioner's to be tax exempt. YANCEY COUNTY		N2009003175	01/28/2010	\$3,529.32
	\$3,460.12	Amount Released		\$668,840
		County Interest		\$69.20
COOPER, LISA RHIANNON XTY9732 Vehicle owner lived in Mitchell County at time of tag purchase. YANCEY COUNTY		V200820486	04/05/2010	\$120.05
	\$97.34		DMV Interest	\$3.24
BURNSVILLE FIRE	\$10.82			
		County Interest		\$7.79
		District Intere		\$0.86
CORN, NICHLIIOUS LEONARD NVF3990 TRANS TO DIFFERENT FIRE DISTRICT TOWN OF BURNSVI		V200914125	02/03/2010	\$8.00
	\$8.00			

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
DUNCAN, ROY BRADLEY XR9340 BROUGHT IN BILL OF SALE FOR 2500 YANCEY COUNTY		V200912592	01/20/2010	\$16.00
	\$14.40			
	\$1.60			
EDWARDS EQUIPMENTCO, INC 9000000095 OVERCHARGE ON EQUIPMENT YANCEY COUNTY		N2009017134	04/12/2010	\$14.93
	\$14.71			
	County Interest	\$0.22		
EDWARDS, MARY PARKER VYV8632 DOESN'T LIVE INSIDE CITY LIMITS TOWN OF BURNSVI		V200914245	03/09/2010	\$3.42
	\$3.35			
	Town Interest	\$0.07		
EDWARDS, MARY PARKER VYV8632		V200914245	03/09/2010	(\$3.42)
	(\$3.35)			
		(\$0.07)		
FRANCIOSE, KEVIN RICHARD BV91298 DISCOVERY DONE IN ERROR, BILLED TWICE FOR SAME TIME PERIOD ON SAME VEHICLE YANCEY COUNTY		V200812249	03/09/2010	\$47.35
	\$37.50		DMV Interest	\$1.24
BURNSVILLE FIRE	\$3.75			
	County Interest	\$4.39		
	District Intere	\$0.47		

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
GREENE, RAY SR & BARBARA F 09005 00701-3 REPORTED 9/29/08 MOBILE HOME AND STORAGE BUILDING REMOVED FROM PROPERTY. BILLED IN 2009 IN ERROR.		N2009006036	01/04/2010	\$45.84
YANCEY COUNTY	\$40.05			
UTH TOE FIRE	\$5.79			
GRINDSTAFF, SHANNON DALE WWW9954 Owner lives in Pigeon Roost, should have been billed in Mitchell Co		V200912752	04/22/2010	\$40.27
YANCEY COUNTY	\$34.02		DMV Interest	\$1.13
RAMSEYTOWN FIRE	\$3.78			
		County Interest	\$1.20	
		District Intere	\$0.14	
GURLEY, DAVID 09037 06937 DAVID NOT OWNER OF SINGLE WIDE MOBILE HOME. ERROR MADE DURING CANVASSING BY REAPPRAISAL COMPANY.		N2009006229	02/15/2010	\$6.70
YANCEY COUNTY	\$5.85		Amount Released	\$1,300
SOUTH TOE FIRE	\$0.85			
GURLEY, DAVID & DAWN 09P 023071 DOUBLE WIDE MOBILE HOME LISTED AS PERSONAL PROPERTY AND REAL PROPERTY IN ERROR.		N2009006231	02/15/2010	\$74.08
YANCEY COUNTY	\$63.00			
SOUTH TOE FIRE	\$9.10			
		County Interest	\$1.98	
HENSLEY, DELORES TROXELL WZH4528 DOESN'T LIVE IN TOWN		V200912803	01/07/2010	\$31.55
TOWN OF BURNSVI	\$31.55			

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
HENSON, CHESTER SYB2237 DOESN'T LIVE IN TOWN		V200912821	01/07/2010	\$26.50
TOWN OF BURNSVI	\$26.50			
HIGGINS MEMORIAL UNITED METHODIST 12002030009 RELIGIOUS USED AS RECONCILIATION HOUSE CHARITABLE YANCEY COUNTY	\$727.34	N2009006937	03/31/2010	\$752.81
		County Interest		\$25.47
HORNE, W V XPN7234 BROUGHT IN BILL OF SALE YANCEY COUNTY	\$19.62	V200917466	04/09/2010	\$26.80
CRABTREE FIRE D	\$7.18			
KEGLEY, PATRICIA DELLINGER 06017 03152 YANCEY COUNTY	\$56.50	N2008008072	01/29/2010	\$58.18
		Amount Released		\$58
		County Interest		\$1.68
KEGLEY, PATRICIA DELLINGER 06017 03152	(\$56.50)	N2008008072	01/29/2010	(\$58.18)
				(\$1.68)

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
KEGLEY, PATRICIA DELLINGER 06017 03152		N2008008072	01/29/2010	\$58.18
SINGLE WIDE TRAILER LISTED ON PROPERTY ALSO LISTED BY JOHN KEGLEY AS PERSONALPROPERTY				\$58
YANCEY COUNTY	\$56.50			
	County Interest	\$1.68		
LEDFORD, MARTIN EUGENE XR1601		V200913021	02/01/2010	\$12.15
brought in bill of sale				
YANCEY COUNTY	\$10.93			
CRABTREE FIRE D	\$1.22			
MARTIN, CRAIG DOUGLAS BV68320		V200916313	03/22/2010	\$11.60
BROUGHT IN BILL OF SALE				
YANCEY COUNTY	\$10.65			
PRICES CREEK FI	\$0.95			
MCCURRY, ISAAC FRANKLIN YTA8662		V200916329	03/22/2010	\$9.41
Brought in bill of sale				
YANCEY COUNTY	\$4.46			
JWN OF BURNSVI	\$4.95			
MCINTOSH, RUSSELL 03P 5554		N2009009889	04/28/2010	\$50.31
DOUBLE LISTED AS PERSONAL AND ON REAL PROPERTY				
YANCEY COUNTY	\$43.43			
EGYPT FIRE DIST	\$4.83			
	County Interest	\$2.05		

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
MOTTE, MARSHALL LEROY WWW7645		V200913176	01/14/2010	\$10.40
TOWN OF BURNSVI	\$10.40			
NAGLE, WILLIAM DONALD YYT4165 brought in bill of sale		V200913202	01/07/2010	\$35.44
YANCEY COUNTY	\$16.79			
TOWN OF BURNSVI	\$18.65			
PENLAND, TIMOTHY KEITH RYJ5197 SALVAGE TITLE		V200809485	04/05/2010	\$9.75
YANCEY COUNTY	\$9.12			
CANE RIVER FIRE	\$0.63			
PENLAND, TIMOTHY KEITH RYJ5197 SALVAGE TITLE		V200901303	04/05/2010	\$7.19
YANCEY COUNTY	\$6.75			
CANE RIVER FIRE	\$0.44			
PUGH, DANNY FIELDS WSV4227 DUPLICATE BILL FOR SAME TIME PERIOD		V200803377	02/09/2010	\$164.26
YANCEY COUNTY	\$122.70		DMV Interest	\$7.73
EGYPT FIRE DIST	\$12.27			
		County Interest		\$19.62
		District Intere		\$1.94

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
RATHBURN, HAROLD E & FRANCES 01004 00733 Mobile home double listed, owner of mobile home is Regina Laws.		N2009012254	01/26/2010	\$61.00
YANCEY COUNTY	\$54.90			
BURNSVILLE FIRE	\$6.10			
RAY, KENNETH DOYLE 08P 190455 SOLD IN 1998 YANCEY MOBILE HOME		N2001010953	02/01/2010	\$59.10
YANCEY COUNTY	\$33.68			
	County Interest	\$25.42		\$59
REECER, JEFFREY PAUL WWW7590 USED VALUE OF 14,400 FOR 2009		V200911580	01/20/2010	\$31.30
YANCEY COUNTY	\$28.17			
JACKS CREEK FIR	\$3.13			
SPARKS, EDWARD AARON NRSNANCY HAD TO READJUST VALUE FROM LAST YEAR		V200907605	01/26/2010	\$71.68
YANCEY COUNTY	\$31.28			
TOWN OF BURNSVILLE	\$40.40			
SPARKS, JAMES HOWARD JR B108DV RELEASED TO MITCHELL COUNTY		V200913525	01/07/2010	\$76.20
YANCEY COUNTY	\$68.58			
BURNSVILLE FIRE	\$7.62			

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
STREET, DARRELL BW76112 BROUGHT IN BILL OF SALE YANCEY COUNTY	\$31.64	V200913548	01/07/2010	\$35.86
ISH CREEK FIR	\$4.22			
STYLES, LINDA PARRISH NSF2191 NOT INSIDE OF CITY LIMITS		V200903681	04/05/2010	\$56.43
TOWN OF BURNSVI	\$52.65			
	Town Interest	\$3.78		
SWANN, JEREMY BRANDON BV11590 BROUGHT IN BILL OF SALE YANCEY COUNTY	\$26.35	V200905647	03/25/2010	\$28.70
CANE RIVER FIRE	\$2.35			
TAYLOR, DONALD P 02013 038913 DEEDED CEMETERY YANCEY COUNTY	\$36.45	N2008014255	04/13/2010	\$49.31
CANE RIVER FIRE	\$3.24			
	County Interest	\$5.62		
			County Advertis	\$4.00
TAYLOR, DONALD P 02013 038913		N2009014756	04/13/2010	\$41.38
YANCEY COUNTY	\$36.45			
CANE RIVER FIRE	\$3.24			
	County Interest	\$1.69		

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
TIPTON, RONNIE LEONARD XA3349 ADJUSTED VALUE LAST YEAR		V200911881	01/13/2010	\$19.78
YANCEY COUNTY	\$17.80			
CKS CREEK FIR	\$1.98			
WALKER, KATHY GRINDSTAFF XYB5537 SHOULD BE GREEN MTN FIRE DISTRICT		V200915353	02/03/2010	\$1.04
JACKS CREEK FIR	\$1.04			
WALLACE, LINDA FENDER 03P 013385 WAS DUE EXEMPTION DIDNT RECIEVE		N2009015534	04/16/2010	\$46.92
YANCEY COUNTY	\$40.50			
EGYPT FIRE DIST	\$4.50			
		County Interest	\$1.92	
WHITSON, SHERWOOD YTA5533 SALVAGE TITLE, HAD TO ADJUST VALUE		V200916774	03/24/2010	\$26.28
YANCEY COUNTY	\$12.45			
TOWN OF BURNSVI	\$13.83			
YOUNG, CARL 08P 020302 MOBILE HOME SOLD AND LISTED TO BILL YOUNG ON BUISNESS LISTING		N2009016857	02/25/2010	\$19.52
YANCEY COUNTY	\$17.10			
CRABTREE FIRE D	\$1.90			
		County Interest	\$0.52	

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN YANCEY COUNTY	\$56.58	N1999000179	04/23/2010	\$121.56
	County Late Lis	\$5.42		
	County Interest	\$59.56		
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN YANCEY COUNTY	\$57.55	N2000000193	04/23/2010	\$103.26
	County Interest	\$45.71		
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN YANCEY COUNTY	\$45.80	N2001000199	04/23/2010	\$88.19
BURNSVILLE FIRE	\$3.66			
	County Interest	\$38.73		
ZIMMER, VENITARD EUGENE 01P 010209 YANCEY COUNTY	\$43.10	N2002000212	04/23/2010	\$86.04
BURNSVILLE FIRE	\$3.45			
	County Late Lis	\$4.65		
	County Interest	\$34.84		
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN		N2002000212	04/23/2010	\$0.01
	County Late Lis	\$0.01		

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
ZIMMER, VENITARD EUGENE 01P 010209		N2003000212	04/23/2010	\$75.90
YANCEY COUNTY	\$40.35			
		County Late Lis	\$4.36	
BURNSVILLE FIRE	\$3.23			
		County Interest	\$27.96	
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN		N2004000213	04/23/2010	\$62.36
YANCEY COUNTY	\$37.90			
BURNSVILLE FIRE	\$3.79			
		County Interest	\$20.67	
ZIMMER, VENITARD EUGENE 01P 010209		N2005000225	04/23/2010	\$54.56
YANCEY COUNTY	\$35.70			
BURNSVILLE FIRE	\$3.57			
		County Interest	\$15.29	
ZIMMER, VENITARD EUGENE 01P 010209		N2006000221	04/23/2010	\$71.53
YANCEY COUNTY	\$45.00			
		County Late Lis	\$4.95	
BURNSVILLE FIRE	\$4.50			
		County Interest	\$17.08	
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN		N2007016369	04/23/2010	\$62.21
YANCEY COUNTY	\$42.50			
		County Late Lis	\$4.68	
BURNSVILLE FIRE	\$4.25			
		County Interest	\$10.78	

YANCEY COUNTY TAX ADMINISTRATION

All by Release Date 01/01/2010 to 04/30/2010

Billed to	PIN/Tag	Billnumber	Release Date	Amount
ZIMMER, VENITARD EUGENE 01P 010209 DOES NOT OWN		N2009017051	04/23/2010	\$46.38
YANCEY COUNTY	\$40.05			
BURNSVILLE FIRE	\$4.45			
	County Interest	\$1.88		

Count: 61
 Total Release: \$7,452.62 Total Value: \$670,460

County	\$6,497.41	DMV Interest	\$14.14
Town	\$206.93	County Late Lis	\$24.07
District	\$227.32	County Advertis	\$4.00
	County Interest	\$471.25	
	Town Interest	\$3.78	
	District Intere	\$3.72	

District	Amount	Value	District	Amount	Value
BURNSVILLE FIRE DISTRI	\$134.35	\$145	SOUTH TOE FIRE DISTRIC	\$27.28	\$670,140
CANE RIVER FIRE DISTRI	\$12.70		PENSACOLA FIRE DISTRIC	\$3.33	
EGYPT FIRE DISTIRCT	\$21.60		PRICES CREEK FIRE DIST	\$0.95	
RAMSEYTOWN FIRE DISTRI	\$3.78				
JACKS CREEK FIRE DISTR	\$8.81	\$116			
BRUSH CREEK FIRE DISTR	\$4.22				
CRABTREE FIRE DISTRICT	\$10.30	\$59			\$670,460

*Approved 7/6/10
 Walter E. Arway*



Attachment G

North Carolina Department of Environment and Natural Resources
Division of Purchase and Services

Beverly Eaves Perdue
Governor

Michael G. Bryant
Director

Dee Freeman
Secretary

June 28, 2010

Nathan Bennett
Yancey County
110 Town Square
Burnsville, NC 28714

Dear Mr. Bennett:

Enclosed please find two (2) copies of Contract No 3275 between the North Carolina Department of Environment and Natural Resources and Yancey County for a project titled 2010 CWRAR Grant.

Please have an authorized representative sign each of the two (2) enclosed documents (**original signatures are required**). **Return the two (2) original-signed documents** to the following address within 15 days of receipt for execution by the Department:

DENR Division of Purchase & Services
Attn: Wanda Andrews
1605 Mail Service Center
Raleigh NC 27699-1605

Please be advised that no work to be performed under this grant contract can take place until both the **Grantee and Department** have executed the grant contract. *Failure to return the documents for execution by the Department within 15 days from the date of arrival may result in the Department's withdrawal of the offered grant contract.*

Should you have any questions, please contact me at (919) 715- 8852.

Sincerely,

Wanda Andrews
Purchase and Contract Section
Enclosures

Cc: Joseph Fitzpatrick, DENR DPPEA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **_***0453

This Contract is hereby made and entered into this **1st Day of July, 2010**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **Yancey County** (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
2. Grant Contract No. 3275
 - (1) General Terms and Conditions (Attachment A)
 - (2) Agency's Request for Proposal (RFP) (Attachment B)
 - (3) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

3. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period:** This Contract shall be effective on **July 01, 2010** and shall terminate on **June 30, 2011**.
5. **Service Period:** The Grantee begins providing services on **July 01, 2010**. The Grantee undertakes and completes its services in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes its services on **June 30, 2011**.
6. **Grantee's Duties:** The Grantee provides the services as described in Attachment C (Yancey County) and in accordance with the approved budget in Attachment C.

7. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
State	Solid Waste Management Trust Fund	NA

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$30,000.00	1602	536961	6760

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

c. The Grantee's matching requirement is **\$33,300.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$ 33,300.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$63,300.00**

8. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

9. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This

accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

10. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

11. Invoices: The Grantee submits invoices to the Agency Contract Administrator as needed. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

12. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator: Joseph Fitzpatrick Division of Pollution Prevention and Environmental Assistance 1639 Mail Service Center Raleigh, NC 27699 Telephone: 919-715-6499 Email: joseph.fitzpatrick@ncdenr.gov
--

Grantee Contract Administrator: Nathan Bennett Yancey County 110 Town Square Burnsville, NC 28714 Telephone: 828-682-3971 Fax: 828-682-4301 Email: nbennett@yanceycountync.gov	Grantee Principal Investigator or Key Personnel Same
--	--

13. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

14. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

15. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

16. Assurances For Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;

- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

17. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in three (3) originals, one (1) of which is retained by the Grantee and two (2) of which are retained by the Agency, the day and year first above written.

Yancey County

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Dee Freeman
Dee Freeman, Secretary

By *Nathan R. Bennett*
Grantee's Signature

By *Michael G. Bryant*
Department Head's Signature or Authorized Agent

Nathan R. Bennett
Typed / Printed Name
Yancey County Manager
Title

Michael G. Bryant
Type / Printed Name
Director, Division of Purchase & Services
Title

ORIGINAL

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF PURCHASE & SERVICES
APR 12 2016

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest

subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a

part of the budgeting and accounting systems of a unit of local government.

- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may

withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its

business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor has access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency has access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly

updates about the use of lobbyists if material changes occur in their use.



2010 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS

N.C. Department of Environment and Natural Resources
Division of Pollution Prevention and Environmental Assistance

The purpose of this grant cycle is to assist local governments in expanding, improving and implementing waste reduction programs in North Carolina. The Division of Pollution Prevention and Environmental Assistance administers the Community Waste Reduction and Recycling Grants through the Solid Waste Management Trust Fund.

With the release of this Request for Proposals, DPPEA is seeking proposals for the funding of equipment and other items that help initiate or expand waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DPPEA by 5:00 p.m. on Friday, March 26, 2010.** Please address any questions to Scott Mouw at (919) 715-6512, scott.mouw@ncdenr.gov or Tom Rhodes at (919) 715-6516, tom.rhodes@ncdenr.gov.

Available Funding and Cash Match Requirement:

Grant awards will be broken into two categories for the 2010 CWRAR grant round: standard grant award and large purchase grant award. The details on each type of award are provided below. Projects that propose to divert a significant amount of materials from the waste stream will be given strong consideration. Additionally, projects that improve program efficiency while increasing waste reduction are strongly encouraged. Projects that address recently implemented legislation banning rigid plastic bottles, used oil filters or pallets, or projects that address recently implemented legislation requiring ABC permit holders to recycle beverage containers will be eligible for bonus points as outlined in the scoring criteria section. Please contact Scott Mouw at (919) 715-6512 for more information or to discuss your project ideas.

After close examination of the requested funding and subject to agreement with the applicant, DPPEA may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required level of cash match.

Standard Grant Award:

Applicants are eligible for a standard grant award of up to \$25,000. Grant winners must provide a cash match equivalent to 20 percent of the requested grant funding – for example, a grantee under this program receiving \$20,000 from DPPEA must spend an additional \$4,000 on the project. Distributions from the \$2 per ton tip fee tax may be used to cover cash match requirements.

Large Purchase Grant Award:

Applicants planning on making substantial capital investments in waste reduction are eligible for a maximum award of \$40,000. In order to be eligible for this award, the total project budget must exceed \$50,000.

Calculating Cash Match:

To determine the award amount and cash match from an overall project budget for a **Standard Grant Award** use the following equation: $\text{grant award amount} = \text{total project cost} \div 1.2$. The difference between the total project cost and the grant award amount equals the cash match.

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding.
- Federal and state agencies are **not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities are **not eligible** for funding through this grant program.
- Not-for-profit entities are **no longer eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. For more information about the Recycling Business Development Grant round, please contact Matt Todd at (919) 715-6522 or matthew.todd@ncdenr.gov.

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.**
- Multi-party initiatives (such as by two or more local governments) are strongly encouraged.
- Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- Applicants with delinquencies on existing DPPEA grants (e.g., failure to submit final report) will not be considered for funding.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding notices of violation related to North Carolina solid waste statutes and rules. Outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management prior to any grant being awarded. DPPEA will be notified by DWM when NOV's are corrected.

Examples of Uses of Grant Funds:

- Site development costs
- Equipment purchases and installation
- Public awareness programs/public education

Examples of activities for which Funds may NOT be used:

- Administrative expenses such as overhead costs
- Land acquisition costs
- Employee salaries
- Contracted collection costs

Funding Period:

The applicant must expend funds within one year of contract execution unless the time is extended by written agreement between the applicant and the N.C. Department of Environment and Natural Resources. Extensions are possible but not guaranteed. It is anticipated that grant contracts will begin July 1, 2010 and end June 30, 2011.

Due Date:

Proposals **MUST** be received by DPPEA by **5:00 p.m. on Friday, March 26, 2010**. Any proposals received after the deadline will not be considered. Applicants must submit an electronic copy of their proposal by the submittal deadline, preferably in MS Word format. If electronic submission is not possible, the applicant may submit a single hard copy of their proposal (for detail on what is required in the proposal, see page three of this document). Receipt of all proposals will be acknowledged by e-mail or other correspondence.

Local governments requiring board approval should plan to procure that approval before the submittal deadline.

Other Obligations:

All applicants are strongly encouraged to visit the following Web site to review the final reporting format: <http://p2pays.org/localgov/Financial.asp>. A link to the final report format can be found on the page. If you do not have Internet access, please contact Scott Mouw at (919) 715-6512 or Tom Rhodes at (919) 715-6516.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. One double-sided hard copy may be submitted if an electronic submission is not feasible. Receipt of all acceptable proposals will be acknowledged by letter or e-mail. Submit electronic versions to scott.mouw@ncdenr.gov or tom.rhodes@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe attachments.

Hard copy proposals mailed to DPPEA should be printed double-sided on at least 30 percent POST-CONSUMER CONTENT RECYCLED PAPER. All major office supply companies and copy companies provide 30 percent post-consumer content paper. Thirty percent post-consumer content paper is also available on state term contract. If you have trouble finding recycled paper, please contact Rachel Eckert for help – (919) 715-6505.

Send hard copy proposals to:

**2010 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT ROUND
ATTENTION: SCOTT MOUW/TOM RHODES
DIVISION OF POLLUTION PREVENTION AND ENVIRONMENTAL ASSISTANCE
1639 MAIL SERVICE CENTER
RALEIGH, NC 27699-1639**

For hand-delivery of proposals, the physical address is:

2728 Capital Boulevard, Raleigh NC, 27604-1500, Room 1G 220

Please check in with Customer Service for directions to DPPEA's offices.

Proposals must be received by 5:00 p.m. on Friday, March 26, 2010. Proposals postmarked but not received by 5:00 p.m. on March 26, 2010 will not be accepted.

What Must the Proposal include?

The following table describes what applicants must submit for their proposal to be considered complete. Proposals that fail to provide all the required information will be deemed inadequate and not considered for funding:

Local Government Applicants	
1.	Contacts page, including: <ul style="list-style-type: none"> ✓ Name and title of main contact ✓ Organization ✓ Address ✓ Phone number ✓ Fax number ✓ E-mail address
2.	One page description of proposed grant project.
3.	One page bulleted list showing project milestones and general implementation dates (note: project must be complete in one year).
4.	Budget page, showing: <ul style="list-style-type: none"> ✓ Itemized intended expenditures ✓ Funds requested from the state ✓ Matching funds from the applicant

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established criteria below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made during April, 2010. Applicants are encouraged to consider the award criteria as they develop their grant proposals. A total of 86 points is available.

Award Criteria**1. Innovation/Creativity (0-20 Points)**

Is the project innovative? Does the project set a strong example for other communities to replicate?

2. Planning (0-20 points)

Is the proposal well thought-out, well-researched and backed by valid facts and assumptions? Will the proposal have a significant impact for its category?

3. Sustainability/Commitment (0-10 points)

Will the project be ongoing and sustained in subsequent annual budgets? Does it have the support of the governing body?

4. Impact on the Waste Stream (0-10 points)

Will the project contribute substantially toward reduction of the local waste stream?

5. Efficiency (0-10 points)

Will the project improve the efficiency or cost-effectiveness of the local waste reduction program?

6. Joint Effort (0 or 6 points)

Individual party proposals receive zero points; multi-party proposals (involving cash match from all participants) receive six points.

7. Recent Legislation (0-10 points)

To what extent does the project address the reduction of used oil filters, pallets, rigid plastic bottles or pallets, or does the project address the implementation of recycling services for ABC permit holders?

If Your Proposal is Selected for Funding:

DPPEA anticipates that applicants selected for funding will be notified in April 2010. DPPEA will notify the applicant with a formal offer by U.S. Mail or by e-mail. The applicant must accept or decline the offer. The following will occur once the offer is accepted.

- DPPEA will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- Where appropriate, the applicant must (within 15 business days after notification) submit a revised project description and budget signed by an authorized representative reflecting the accepted offer. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to provide their federal tax ID number.
- Successful applicants will also be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DPPEA will submit request through the DENR contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DENR and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications** – all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Cash match** – grantees are required to provide at least 20 percent cash match.
- **Final reports** – a draft final report is required to be submitted to DPPEA by 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. All hard copies submitted should be double-sided and on recycled paper as stated above. Final reports for government grantees will follow a standard format provided by DPPEA.
- **Extensions** – no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions must submit a request for a time extension 60 days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline of project milestones and payments, as well as a new budget (if budget changes are also being requested).
- **Reimbursement** – all DPPEA grants are on a reimbursement basis. Requests for reimbursement must include proof that the funds were spent and must have the term “invoice” clearly stated on the request.
- **Final 10 Percent of Funds** – DPPEA will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent will be held until an acceptable final report has been received by DPPEA. The report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 45 days of the contract end-date or all remaining grant funds will be forfeit.

A Final Word on Grant Writing:

Proposals often receive low scores because applicants fail to follow instructions, leading to uncertainty about the project goals and intended results. The clearer the details are, the fewer questions a reviewer will have about the validity/feasibility of a proposal. Applicants also stand a better chance of success if they adhere to the required components of a proposal and if they carefully review the grant award criteria in their proposal.



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

March 26, 2010

Mr. Scott Mouw
N.C. Department of Environment and Natural Resources
Division of Pollution Prevention and Environmental Assistance
Raleigh, NC

SENT VIA ELECTRONIC MAIL TO: scott.mouw@ncdenr.gov

Dear Mr. Mouw:

Please find following an application from Yancey County for the 2010 Community Waste Reduction and Recycling Grant Program. Yancey County appreciates the opportunity to apply for funds from this program that will greatly enhance the County's ability to expand and modernize our recycling program.

The citizens of Yancey County have been asking for expanded recycling services for some time but due to our limited financial ability we have not been able to fully respond to that call. The components outlined in this proposal address many of the pressing needs for the Yancey County Recycling Program and will help us meet our waste stream reduction goals.

Thank you for your kind attention to this proposal and we are hopeful it will be viewed favorably. Please do not hesitate to contact me if further information is needed.

Sincerely,

NATHAN R. BENNETT,
Yancey County Manager



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*

2010 Community Waste Reduction And Recycling Grant Proposal

Yancey County
North Carolina

March 26, 2010

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1.0 Contact Information

Name and Title of Main Contact

Nathan Bennett – County Manager

Brandon Randolph – Public Works Director

Organization

Yancey County

Address

110 Town Square

Yancey County Courthouse, Room 11

Burnsville, North Carolina 28714

Phone Number

828) 682-3971

Fax Number

(828) 682-4301

E-mail address

nbennett@yanceycountync.gov

brandolph@yanceycountync.gov

2.0 Introduction

2.1 General Background

In response to the Request for Proposals by the N.C. Department of Environment and Natural Resources (DENR), Division of Pollution Prevention and Environmental Assistance (DPPEA), Yancey County is pleased to submit this application for the 2010 Community Waste Reduction and Recycling Grants.

Yancey County is located in the western part of the state, in the heart of the Blue Ridge Mountains. Yancey County borders the counties of Madison, Buncombe, McDowell, Mitchell and also borders the state of Tennessee to the northwest. Yancey County has a total area of 313.03 square miles. The average elevation is 2,817 feet above sea level. The Town of Burnsville is the county's only incorporated municipality, and the county seat.

Yancey County currently provides all county citizens with waste collection services and waste reduction opportunities through six convenience centers, and a transfer station.

In FY 2007/08, the county provided recycling service to 9,660 households, and recovered 2,096.30 tons of recyclables. This total includes 71.65 tons of glass, 64.47 tons of plastics, 820.75 tons of white goods, 6.13 tons of aluminum cans, 60.14 tons of newsprint, and 305.82 tons of cardboard.

This grant application addresses three needs: 1.) Increase used oil recycling, 2.) Provide household recycling at two additional convenience centers, and 3.) The purchase of a used baler to improve the efficiency of the recycling program. The County provides oil recycling services at only one of the six convenience centers. Two of the six convenience centers do not have the means to collect household recyclables. Furthermore, the existing baler is outdated and needs replacement.

Yancey County appreciates the opportunity to apply for the 2010 Community Waste Reduction and Recycling Grant to aid in expanding and improving the County's waste reduction program. The investment in certain equipment will allow the County to improve and sustain operations with the increasing demand for waste disposal and recycling while also allowing staff to promote public awareness and education of recycling. The County will also benefit from reduced costs in operations as well as maintaining a safer work environment.

3.0 Project Description

In an effort to expand and improve Yancey County's waste reduction and recycling program, the County is in need of purchasing new equipment. The project description and needed equipment is included below.

Yancey County collects recyclables at its transfer station site and six convenience centers. Materials accepted include glass (three colors), aluminum, #1 and #2 plastics, cardboard, magazines, and newspaper. The county has a full-time Recycling Coordinator who oversees recycling collection, recyclables marketing, and public education regarding recycling. The county also employs two fulltime Solid Waste and Recycling Technicians.

The three components of this application will allow the recycling program to maximize waste reduction efforts. The replacement and/or purchase of new equipment will provide the County with a sustainable program to collect and process recyclables in an efficient manner. This investment will also address waste reduction efforts to comply with the recent legislation banning oil filters, rigid plastic bottles, etc in landfills.

Proposed equipment is separated into three basic categories: oil and oil filter containers, trailer for #1 & #2 plastics, and a refurbished baler. All equipment is to be used for recycling and to reduce the waste stream for the County. Below is a description for each set of equipment.

Used Oil and Oil Filters Containers

Two of the most frequently used convenience centers, Riverside and South Toe, do not provide used oil or oil filter recycling. This application addresses the need for each center to house one 500-gallon container for recycled oil and one open-top 55-gallon drum for recycled oil filters, both with concrete secondary containment.

Used oil collection in these areas will allow the County to reduce the possibility of inappropriate disposal, especially near trout waters. Included in section 5.1 is the itemized budget for the proposed equipment noted above.

Recycling #1 & #2 Plastics Trailer

Two convenience centers, Pensacola and Bee Log, do not currently provide recyclable collection. Proposed for each center is a trailer that will have a divided mesh cage for collection and transport of #1 and #2 plastics.

The ability to recycle at these centers will allow the nearby residents to reduce waste that is otherwise sent to the landfill, thereby improving the County's waste reduction goals.

Refurbished Baler

The County currently owns and operates a baler at their East Yancey (Burnsville) center that was purchased in 1992. This baler processes the cardboard, plastic bottles, and aluminum can stream. It is an open-top baler that must be manually fed by a staff member. The County is interested in replacing the existing baler by purchasing a used/refurbished horizontal baler with auto feed for handling and processing of plastic bottles, aluminum cans, and cardboard. The proposed baler will allow for increased efficiency and safety for the County's recycling program.

First and foremost, a replacement baler will be able to handle and process more recyclables, as the current baler inhibits the amount of recyclables that may be processed. By increasing efficiency with handling and processing, the County will reduce costs associated with transportation/hauling currently required with the existing baler, reduce the amount of manual labor (many of the County's staff members are retirees), and increase the amount of time and effort for promoting recycling to the community. A new baler will also reduce the possibility of workplace injuries (i.e., alleviate the County's concerns for workplace safety).

Yancey County is excited to improve the capabilities of their waste reduction and recycling program. The three components listed above have historically been considered by the County, however they have been the casualty of

budget shortfalls. The County has thoroughly conducted research for equipment models and prices throughout the years. Section 5.1 includes itemized intended expenditures.

4.0 Project Milestones and General Implementation Dates

- December 31, 2010 – Horizontal Baler, Drums and Oil Tank with Secondary Containment for used oil and filter collection, Mesh Cage Trailers for Plastic #1 and #2 purchased and in operation.
- June 30, 2011 – Submit final report to DPPEA.

5.0 Project Budget

Quantity	Item	Use	DPPEA Funding	Yancey County Match	Total
1	Refurbished/Used Horizontal Baler with Auto Feed Capabilities	Process plastic, aluminum cans and cardboard	\$16,000	\$24,000	\$40,000
2	500-Gallon Container with Concrete Secondary Containment @ \$3,000 each	Used Oil	\$4,000	\$2,000	\$6,000
2	Open-Top 55 Gallon Drum @ \$250 each	Used Oil Filters	\$400	\$100	\$500
2	Mesh Cage Trailer @ \$8,400 each	Plastics #1 and #2	\$9,600	\$7,200	\$16,800
	Total Project Expenditures		\$30,000	\$33,300	\$63,300