

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: February 3rd, 2020

SUBJECT: 2019 Community Waste Reduction and Recycling Grant Program

PRESENTER: Christine Wittmeier

ATTACHMENTS: Yes,
1. 2019 Community Waste Reduction and Recycling Grant Contract
2. 2019 Community Waste Reduction and Recycling Grant Amendment

SUMMARY OF REQUEST:

The attachments provide information to the Board about the grant awarded to Henderson County through the Department of Environmental Quality's 2019 Community Waste Reduction and Recycling Grant Program. The grant was included in the FY20 Solid Waste budget to fund the compost pilot program.

BOARD ACTION REQUESTED:

Approve the 2019 Community Waste Reduction and Recycling Grant Program grant.

Suggested Motion:

I move the Board approve the 2019 Community Waste Reduction and Recycling Grant Program grant.



ROY COOPER
Governor
MICHAEL S. REGAN
Secretary

June 10, 2019

Christine Brown, Recycle Coordinator
Henderson County
1 Historic Courthouse Square, Suite 6
Hendersonville, NC 28792

Dear Ms. Brown,

Enclosed is a fully executed copy of Contract No.7936 between Henderson County and the Department of Environmental Quality.

Invoices or matters regarding work to be performed should be directed to the Contract Administrator, Matt James, as indicated in the contract document.

Please include Contract No. 7936 on each invoice submitted for payment.

Should you have any questions regarding the contract, you may contact me at (919) 707-8538.

Sincerely,

A handwritten signature in blue ink that reads "Tommy Kirby". The signature is fluid and cursive.

Tommy Kirby
Purchasing Director
Purchase and Contract Section

Enclosure

cc: Matt James, DEQ DEACS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***0307

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **1st day of July 2019**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **HENDERSON COUNTY** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
 2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
- Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.
3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-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 Agreement shall be effective from **07/01/2019** to **06/30/2020**, inclusive of those dates.
 5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	State	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$20,000.00	1602	536961	6760

Grantee Matching Information:

- 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	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$4,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$4,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$24,000.00**.

9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Christine Brown, Recycling Coordinator Henderson County 1 Historic Courthouse Square, Suite 6 Hendersonville, NC 28792 Telephone: 828-694-6524 Fax: 828-698-6014 Email: cbrown@hendersoncountync.gov	Matt James NC DEQ RAMMS 1639 Mail Service Center Raleigh, NC 27699-1639 Telephone: 919-707-8133 Email: matt.james@ncdenr.gov

15. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.

16. Procurement. The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
- b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

17. Subawards. The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended;
- Civil Rights Restoration Act of 1987, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

**GRANT CONTRACT NO. 7936
Henderson County 2019 CWRAR Grant**

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement in two (2) originals, one (1) to be retained by the Grantee and one (1) to be retained by the Department, the day and year first above written.

HENDERSON COUNTY

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By 
Grantee's Signature

By 
Signature of Department Head or Authorized Agent

Christine Brown, Environmental Programs Coord.
Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

Henderson County
Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

**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. 143C-6-23(a)(2): 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. 143C-1-1(d)(18): 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. 159-7(10): 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, (ii) is not subject of the State Budget Act, and (iii) 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. 143C-6-23(a)(1), 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. 143C-6-23(a)(4): 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. 159-7(b)(15): 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 inures 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.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) 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 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 Environmental Quality 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 it 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 and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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 six (6) 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 six (6) 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 six (6) 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 six (6) 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 Grantee. 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.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

2019 Community Waste Reduction and Recycling Grant Program

REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Friday, February 22, 2019.** Please address any questions about this grant program to Matt James at (919) 707-8133, matt.james@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters:

The 2019 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants for 2019: Standard Project Grants and Priority Project Grants. Different levels of grant funding are available for each project category. See the Available Funding section of this document for more information.

Standard Project Grants:

Standard Project Grants support a wide range of projects that increase and / or enhance public waste reduction and recycling. The following list provides examples of Standard Projects:

- Projects that demonstrate the potential to significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and / or cost effectiveness while supporting increased waste reduction;
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that implement education and outreach efforts that will grow public awareness about waste reduction and recycling services and / or that work to decrease contamination;
- Projects that implement new curbside recycling programs or that help transition an existing curbside recycling program from collection using bins or blue-bags to a cart-based collection system;
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions for public school recycling projects in the Special Requirements section of this document;
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions for electronics recycling projects in the Special Requirements section of this document.
- Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions for away-from-home recycling projects in the Special Requirements section of this document;
- Projects that implement or expand public curbside recycling service in unincorporated areas;
- Projects that implement or expand recycling programs to collect and manage food waste from residential or commercial sources.

Priority Project Grants:

Priority Project Grants support investments in public recycling program areas that have been determined by the state recycling program to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

Proposals that seek funding for the following Priority Projects are strongly encouraged:

- Projects that implement or support county-wide consolidation of commingled recyclable materials for bulk transfer to a Materials Recovery Facility (MRF);
- Projects that fund outreach efforts to reduce contamination in the recycling stream and improve material quality.

Available Funding:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to \$20,000.
- **Priority Project:** Applicants are eligible for a Priority Project grant award of up to \$30,000.

Communities preparing proposals for a 2019 CWRAR Grant are strongly encouraged to contact a DEACS Local Government Assistance Team staff member to discuss potential grant projects prior to submitting a grant proposal. Local Government Team members are available to provide technical assistance and advice on grant projects. A listing of team member contact information and areas of individual expertise is available on this web site: <https://deq.nc.gov/conservation/recycling/deacs-recycling-staff>.

Please see the section of this document titled “Use of Grant Funds” for specific information about allowable uses of grant funds.

Cash Match Requirement:

Required Cash Match: CWRAR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee under this program requesting \$20,000 in grant funding from DEACS must show a minimum expenditure of \$4,000 of local funds on the project. To meet the cash match requirement, a minimum of one (1) local dollar must be spent for every five (5) dollars of grant funding awarded.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match. The difference between the total project budget and the required cash match equals the maximum possible grant award.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

Grant Project Planning:

Available funding is limited and it is anticipated that the 2019 CWRAR Grant Round will be highly competitive. For this reason, it is important that project seeking grant funding be well thought out and well planned, and that applicants follow the instructions in this RFP when preparing proposals by providing all information as outlined in the section addressing Required Proposal Format. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Use of Grant Funds:

Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, public awareness programs and materials that support public education such as signs or brochures.

Examples of activities for which CWRAR Grant funds **MAY NOT** be used include employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

If you have questions about eligible uses of grant funds, please contact Matt James at (919)-707-8133 or matt.james@ncdenr.gov for more information.

Eligible Entities:

- Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR Grant Program.
- Applicants with an **open CWRAR Grant contract** from an earlier grant cycle must have invoiced for 90% of eligible grant funds by the proposal due-date (February 22, 2019) to be considered for grant funding during this new grant cycle. Applicants that have completed and closed previous CWRAR Grant projects may submit another proposal under this grant round. Proposals **will not** be accepted from applicants with an open CWRAR Grant from cycles prior to 2018.
- 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 not 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 Recycling Business Development Grants, please contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@ncdenr.gov.
- Public school systems and individual public schools **are not eligible** to apply directly for funding through this grant program. **However**, local governments (counties or municipalities) may apply for funding to support public school recycling projects. If a county or municipality seeks funding for a public school recycling project, the local government will be responsible for making purchases associated with the grant project and will receive grant proceeds when seeking reimbursement. Additional requirements also apply for projects seeking grant support for public school recycling projects - see Special Requirements section below.

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple types of projects into one proposal. For example, a grant proposal seeking funding for away-from-home recycling receptacles plus an investment in some other public recycling program element unrelated to away-from-home recycling would be considered. If combining different grant project elements into one proposal, the available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section of this document.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are

responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.

- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- As a condition of grant award, DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project timeline and / or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many qualifying projects as possible. After close examination of funding requests and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match as explained in the Cash Match Requirement section.

General Requirements:

General requirements for all applicants:

- Usage of N.C. Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Matt James at 919-707-8133, matt.james@ncdenr.gov

Special Requirements:

Applicants seeking funding for public school recycling, away-from-home recycling and/or electronics recycling **MUST** address the following Special Requirement(s) in their submitted proposal.

- **Special Requirements for Public School Recycling Projects:** Local governments may apply for funding to support public school recycling projects. Applicants seeking funding for public school recycling projects **must** provide the supplemental information outlined below to ensure that all necessary school recycling program elements are addressed and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a system-wide school recycling program will compete better than projects that only serve an individual school.

Eligible grant projects may seek funding for equipment (such as bins and roll carts) and/or education materials. As with other CWRAR projects, administrative expenses, staff salaries and contract collection costs are not eligible for grant funding nor can they be used as matching funds. If a public school system will be contributing funds towards the implementation of a recycling grant project, these funds should be paid to the state grantee in order to ensure that the state grantee makes the purchases associated with the grant project. All purchases associated with a grant project must be made by the grantee. Purchases made directly by a public school system shall not be eligible for reimbursement. Please contact Mel Gilles at 919-707-8127, mel.gilles@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Requirements:

- Describe the existing school recycling program (if any) that is available in the school system associated with the grant project. The description should include the following items:
 - Indicate whether recycling service is available to *all* schools within the district or only to certain schools within the district.
 - If recycling collection presently exists or if this project implements a new school recycling service, then please indicate the recycling service provider (e.g. indicate whether the collection of recyclables is provided by public school system employees, by a specific local government, or through a contracted or third-party service provider).
 - Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated).
 - Indicate where the recyclables are going after they are collected (provide the name of the materials processor).
 - List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity. Examples could include the local educational authority (school district), municipal and/or county solid waste management departments. Ideally, a holistic school system recycling program should include cooperation between the community's public recycling program and the public school system.
 - If a system-wide school recycling program is in place, explain if and how this grant will expand recycling throughout the school system and note whether this grant project is part of a phased plan.
 - A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the designated recycling contact for each school including the name and title of the designated contact.
 - Indicate the locations where recycling containers are or will be placed at the school facilities (e.g. classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
 - Indicate who will be responsible for emptying the recycling containers (e.g. custodian / cleaning staff, teachers, students, student groups, etc.).
 - Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.
- **Electronics Recycling Projects:** Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site:

<http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>. If the local government has received Electronics Management Fund distributions in the past, then the applicant must include information in its proposal about how those funds have been used and about how the community intends to use the funds that will be distributed in February 2019 and February 2020.

Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2019 as a precondition of receipt of CWRAR Grant funds.

Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2019 eligibility deadline. This decision should be made in consultation with the county where the municipality is located and should be based on how the distribution of funds can best serve the advancement of electronics recycling within the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2019.

- **Away-From-Home Recycling Projects**: Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, then the standard cash matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a cash match equal to one half of the purchase price, or \$500. If seeking funding for an away-from-home recycling project, then please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles, please contact Mel Gilles at 919-707-8127 or mel.gilles@ncdenr.gov.

Grant Project Period / Funding Period:

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (DEQ). The resultant grant contract period is intended to align with the local government fiscal year, and will generally have a one (1) year contract long term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the DEQ. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2019 and end on June 30, 2020. **All purchases associated with grant funds must be made within the grant contract period. Any purchased made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.**

Proposal Due Date:

Proposals **MUST** be received by DEACS by **5:00 p.m. on Friday, February 22, 2019**. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline. **Late proposals will not be accepted.**

How to Submit Proposals:

One electronic copy of the proposal must be submitted by email to matt.james@ncdenr.gov. Receipt of all acceptable proposals will be acknowledged by e-mail. *If you do not receive a confirmation, contact Matt James at matt.james@ncdenr.gov or 919-707-8133 as soon as possible.* It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost applications after the due date. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Matt James to discuss submittal options.

Required Proposal Format:

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Fax number
 - ✓ E-mail address
- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- General Requirements: (see section on General Requirements for more information)
 - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide a description of the grant project and please include the following information in the project description:
 - ✓ Description and quantities of items to be purchased with grant funds;
 - ✓ Description of the anticipated life of service for the items or materials to be purchased with grant funds (estimate how long the project will continue to serve the community);
 - ✓ An estimate of the number of households or businesses that will be impacted by or have access to the recycling services associated with the proposed project;
 - ✓ An estimate of the waste reduction impact of the proposed project; and
 - ✓ A description of whether the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service.
- Special Requirements: Proposals for school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section.
- Project Timeline: Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2019 and project must be complete by June 30, 2020.
- Project Budget: to include the following:
 - ✓ Itemized list of intended expenditures and estimated costs;

- ✓ Amount of funds requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
- ✓ If the grant project is not a Priority Project Grant, the state grant award cannot exceed \$20,000;
- ✓ Please submit the Project Budget in a table following the example shown below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Commercial Recycling Program (100 carts @ \$55 each)	\$ 4,583	\$ 917	\$ 5,500
Labels for Carts and Signs for Recycling Sites	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 209	\$ 41	\$ 250
Total	\$ 5,135	\$ 1,027	\$ 6,162

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

Through a blind evaluation process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2019.

Award Criteria:

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals. A total of 100 points is available.

1. **Demonstration of Need (0-20 points):** Does the proposed project address a specific equipment, educational, or infrastructure need for the community?
2. **Planning (0-20 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry Best Management Practices?
3. **Impact on the Waste or Recycling Stream (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points):** One party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. **Priority Project★ (0-10 points):** Is the project seeking funding for a Priority Project Grant or a Special Large Priority Project Grant, and to what extent does the project support investments targeted in one of the Priority Project Grant categories?

If A Proposal is Selected for Funding:

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2019. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).

- When DEACS requires revisions to the initially submitted proposal as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will 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/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ 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.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>. Applicants and grantees without internet access should contact Matt James (matt.james@ncdenr.gov) to receive a copy of the Final Report Guidelines.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (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 with revised project milestones and should also include a revised project budget if budget changes are also being requested. DEACS reserves the right to decline any request for extension or amendment that is not initiated at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.** The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final 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 forfeited.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the viability and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

NC DEQ

**Division of Environmental Assistance
and Customer Service**

**2019 Community Waste Reduction and Recycling
Grant Program Application**

*Henderson County
Large Type 3 Compost Demonstration Facility*



HENDERSON COUNTY RECYCLES

Submitted: February 22nd, 2019

TABLE OF CONTENTS

Project Title.....	3
Contact Information	3
General Requirements.....	3
Introduction.....	4
Project Description	5
Households impacted by proposed project	7
Estimate of waste reduction impact	7
Outreach Plan	9
Project Implementation Milesones and Timeline	9
Project Budget	9

PROJECT TITLE

Henderson County Large Type 3 Compost Demonstration Facility

CONTACT INFORMATION

- Name and title of main contact
 - Christine Brown
 - Recycling Coordinator
- Organization: Henderson County, NC
- Address: 1 Historic Courthouse Square, Suite 6, Hendersonville, NC 28792
- Telephone and fax numbers
 - T- (828) 694-6524
 - F- (828) 698-6014
- E-mail address: cbrown@hendersoncountync.gov
- Tax EIN: XX-XXX0307

GENERAL REQUIREMENTS

Solid Waste Disposal Tax Proceeds are used by Henderson County to assist with the management of programs for collecting and recycling electronics and scrap tires.

RECYCLING SERVICES AT KEY GOVERNMENT BUILDINGS

Henderson County contracts with a local hauling company to collect recyclable material from all County buildings and facilities, including parks. Collections happen multiple times per week at some locations, depending on building and staff size. The list of acceptable items is listed below:

- | | |
|---|---|
| ● aluminum and steel cans | ● glass bottles and jars |
| ● corrugated cardboard | ● plastic bottles and containers |
| ● mixed paper (including newspapers, glossy magazines, and telephone books) | ● non-bottle plastic containers, milk cartons, and aseptic containers |

Offices, break rooms, and common areas have small blue labeled recycling bins for staff and citizens to use (away-from-home). Staff are provided with instructions on proper preparation of recyclables before discard. Additionally, all staff break rooms or mail rooms are provided with 5-gallon buckets for used batteries. Recently, Toshiba ended their free toner cartridge recycling program and Solid Waste set up a toner cartridge drop off site in the mail room for proper disposal. Henderson County is also in the process of starting an internal Sustainability Committee with representatives from each department that will focus on waste and energy improvements.

Finally, Henderson County offers public recycling at all parks and recreation facilities. The County received an NC DEACS grant in 2011 to partner with the City of Hendersonville to site 50 permanent, metal recycling bins and trash cans along Main Street to expand away-from-home recycling options.

PUBLIC BUILDINGS FLUORESCENT LIGHTS/ MERCURY DEVICES COLLECTION AND RECYCLING

Henderson County Facilities Services staff regularly change and collect used fluorescent light bulbs and other mercury-containing devices from the county's public buildings. These spent bulbs, mercury switches, mercury containing thermostats, and other related items are collected and stored in a designated space, where they are packed and shipped to a designated recycler on an as-needed basis. Universal waste rules apply and require that our materials are not stored beyond one calendar year.

Additionally, Henderson County received the Mercury Products Recycling Grant from NC DEACS in 2014 and has established a drop-off program for citizens at the Convenience Center. The grant provided a dedicated building for storage of mercury-containing lamps and devices and allowed Henderson County to collect 2.2 tons of used products from the community last fiscal year.

INTRODUCTION

The momentum for addressing a growing problem is quickly sweeping across the nation: the issue of wasted food making its way into trash cans, dumpsters, and landfills across the US daily. The US Environmental Protection Agency (EPA) estimates that one fifth of the entire municipal solid waste (MSW) stream created in the United States annually consists of thrown-out food or food residuals, some of which was still perfectly fit for consumption or other uses. Additionally, the National Resource Defense Council estimates up to 40 percent of the food in America is never eaten while one in eight Americans go hungry.

While this is not at all a new issue in the United States, the US EPA announced the Food Recovery Challenge as part of the Sustainable Management of Food guidelines. The challenge encourages local governments, faith organizations, businesses, educational institutions, and individuals to reduce food loss and waste by 50% by 2030. Henderson County Solid Waste and Environmental Programs recognizes the need to address organics recovery as a method of resource conservation and fiscal responsibility by offering to support food waste recovery efforts across the county. We have been teaching backyard composting workshops and contracting with local compost companies for years, but it is time to begin planning for our own operation.

Henderson County is requesting \$20,000 from the Community Waste Reduction and Recycling Grant Program in the 2019-2020 cycle. Total project costs are \$54,300, with Henderson County funding the balance not covered by grant funds. Grant funding is being sought to support a Large Type 3 Compost Demonstration Facility at our Transfer Station as follows:

- 1) Construction of a 2500 sq. foot concrete tipping area
- 2) Bunker Block Wall
- 3) Custom Aeration System
- 4) 3ft Heavy Duty Digital Compost Thermometer

Grant funding is crucial to enhancing our facility and allowing us to move forward with organics collection that will decrease impacts on County operations and budgets to keep waste reduction programs low or no cost to over 112,000 citizens.

PROJECT DESCRIPTION

Henderson County would like to expand operations by installing a Large Type 3 Compost Demonstration Facility using an Expanded Aerated Static Pile (EASP) composting system at our Transfer Station located at 191 Transfer Station Drive, Hendersonville, NC. The system will be built on our closed demolition landfill area where white goods were once accepted and MSW was never buried. Henderson County will work closely with local and state DEQ employees to ensure the compost facility follows the .1400 North Carolina Solid Waste Compost Rules, Section .1409(b) requirements for compost pilots and does not interfere with current landfill monitoring or operations.

An Expanded Aerated Static Pile system limits the need for turning by supplying oxygen with a blower through 4-inch perforated aeration pipes embedded in each pile. We have selected this system because it requires less staff time, lower capital investment and allows for larger piles that compost material in three to five weeks. The system is also effective at eliminating pathogens and avoiding off-site odors. Our EASP system will have a unique feature because it will be powered with a 2.88 kW photovoltaic solar panel with a 48-volt Battery Bank that will provide enough power for a 1.5 horsepower blower. This climate resilient compost demonstration facility could be used as a model across the state for other counties and the agriculture industry.

The mixing will be inside a covered structure to control moisture and leachate but is open on one side for adequate ventilation. Henderson County receives an average of 54 inches annually of precipitation and the cover will ensure the program's success in the case of an unexpected large rain event. The cover could also be used for on-site storage of food waste bins if ever needed. The food and yard waste will be mixed with a skid steer on a 2500 sq. foot concrete tipping area with a Bunker Block Wall. A loader will then deposit the mixed material on top of the pipes outside of the structure creating uniform piles. Our initial feedstock sources will be organics collected at our Detention Center, Convenience Center Food Waste Drop Off and yard waste from the Transfer Station and Convenience Center. We will begin to compost about two tons a month until we are confident we can increase the tonnage.

Acceptable feedstock includes:

- Yard waste
- Leaves
- Brush, shrubs
- Other plant material
- Pre-consumer vegetative food waste
- Post-consumer vegetative food waste
- Cooked meats
- Dairy products
- BPI compostable products

Temperatures will be maintained and monitored with a 3-foot ReoTemp Heavy Duty Digital Compost Thermometer to ensure the compost facility meets the permitting requirements of 131

degrees Fahrenheit or greater for at least three days for an aerated static pile. After about five weeks, the compost will move to our curing/screening area. Henderson County will rent a Trommel Screener when needed to process the compost. After six months, a composite sample of the finished compost will be analyzed by an approved compost testing laboratory listed on DEQ's website. After the test results, we plan to use the compost internally for stormwater management around the Transfer Station and Convenience Center. Eventually, we can apply for the US Composting Council Seal of Testing Assurance (STA) for our compost.

We will utilize local and state experts for consulting including NC DEQ, Land of Sky Regional Council, Waste Reduction Partners and Atlas Organics. Our staff will also attend the Composting Council Research and Education Foundation/North Carolina Compost Council's Compost Operations Training Course September 9th – 13th, 2019 in Raleigh, NC. Additionally, we will track composting times and man-hours to determine the project's cost effectiveness. Finally, Henderson County's Recycling Coordinator will provide tours at the facility, offering an educational opportunity for the public.

After proving the success of the composting demonstration facility, Henderson County could eventually start collecting organics from all the county buildings and schools, dramatically decreasing the amount of organics diverted from the waste stream. We are partnering with Atlas Organics on a cafeteria composting pilot at Dana Elementary August 2019. Before the pilot begins, baseline data will be collected to provide information on the amount of waste generated that will be used by Henderson County Public Schools and a future compost facility. We can also share this information with NC DEQ in our final reporting. We also have the potential to support composting in other local municipalities. Henderson County, the City of Hendersonville and Atlas Organics have already partnered to collect food waste from the Apple Festival, our largest annual event. We could eventually support compost collection from the City of Hendersonville. This demonstration facility will be crucial in determining the feasibility of a permanent compost facility at Henderson County Solid Waste.

ITEMS TO BE PURCHASED WITH GRANT FUNDS

With grant funding and county cash match, the items to be purchased are:

- a) 2500 sq. foot concrete tipping area
- b) Bunker Block Wall
- c) Custom Aeration System
- d) 3ft Heavy Duty Digital Compost Thermometer

LIFE OF SERVICE FOR ITEMS TO BE PURCHASED WITH GRANT FUNDS

We anticipate the Expanded Aerated Static Pile compost demonstration facility will be a success and serve the Henderson County public for years. We will also be a model for other communities and industries across Western North Carolina and the state.

HOUSEHOLDS IMPACTED BY PROPOSED PROJECT

Henderson County Solid Waste services are available to about 55,000 households throughout the County; however, this figure considers second homes that may not be occupied year-round. This figure does not incorporate retirement homes, businesses, schools, industries, or municipal facilities. Households have the option to contract a local or municipal waste hauling company for curbside trash and/or recycling pick-up, or users can visit the Convenience Center for recycling and Transfer Station for other waste or recycling needs. Solid Waste estimates that the CC averages upwards of 300 visitors daily, and more during peak times, such as the month directly after winter holidays. In September 2017, Henderson County partnered with Atlas Organics on a Food Waste Drop Off Pilot at the Convenience Center. The program has become popular among our residents and we recently had to increase our available bins from four to six because of the high demand.

ESTIMATE OF WASTE REDUCTION IMPACT

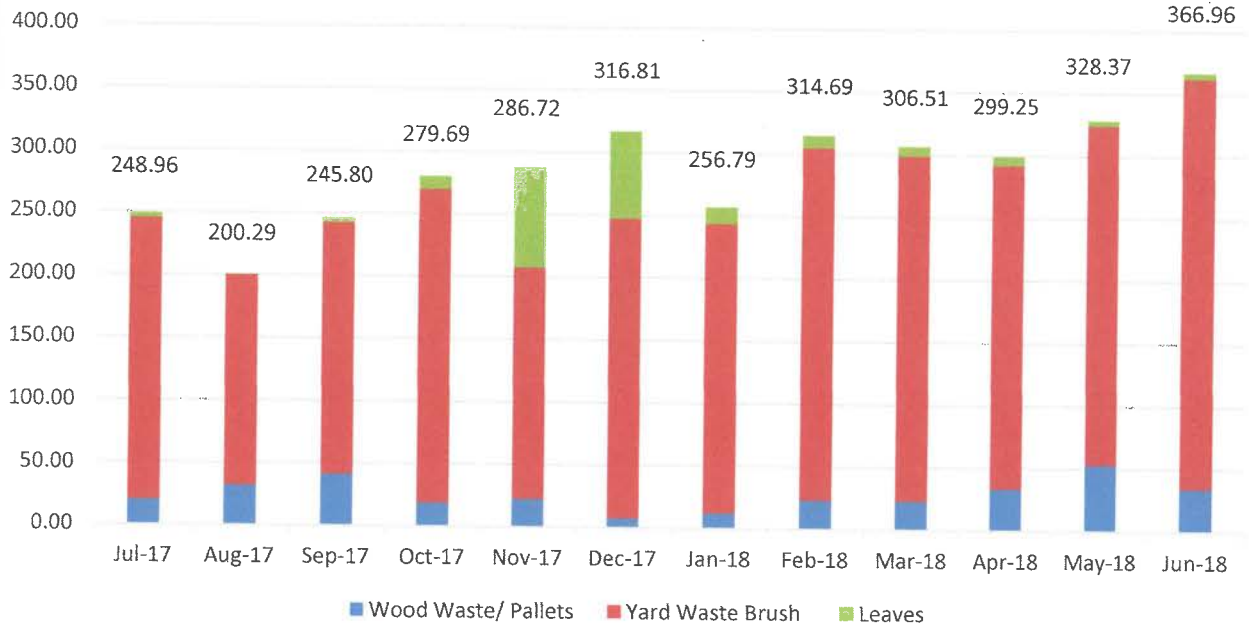
In 2009, Henderson County completed the closure activities for the landfill and has been operating a Transfer Station and Convenience Center for the last ten years. This past fiscal year, Henderson County hauled 101,686 tons of municipal solid waste to Union County, South Carolina costing the county \$3,769,159 in tipping fees. A permanent compost facility would reduce the amount of organic material hauled out of state and decrease tipping fee expenses. It would also reduce greenhouse gas emissions from decomposing organic matter and diesel trucks transporting waste, supporting Governor Roy Cooper's Executive Order No. 80 to reduce statewide greenhouse gas emission to 40% below the 2005 levels. Finally, a compost facility reduces contamination in the recycling stream by offering residents a proper outlet for their wasted food.

Henderson County has been interested in organic collection for years and has already started gathering valuable data to estimate the feasibility. The Food Waste Drop Off Pilot has collected 18.4 tons (36,770 pounds) of organic material since opening in September 2017. In April 2018, we started a compost pilot at the Henderson County Detention Center kitchen and have collected 4.2 tons (8,343 pounds) of pre-consumer food waste. This data helps us determine the amount of carbon required to compost the food waste effectively and determine the proper C:N ratio. Henderson County would be leading the way as one of the only county operated compost facilities in Western North Carolina (see figure 1).



Figure 1: North Carolina Compost Council's map of WNC compost facilities.

Henderson County Transfer Station FY 18 Carbon Data (Tons)



Henderson County Food Waste Pilot FY18-19 Weights (Tons)



GRANT PROJECT ENHANCES OR EXPANDS AN EXISTING SERVICE

The Compost Demonstration Facility will expand our current Organics Pilot at the Detention Center and Convenience Center by allowing Henderson County to process food and yard waste on site instead of hauling it to Greenville, SC to Atlas Organics.

OUTREACH PLAN

After the compost demonstration facility has shown success, we will notify the media and send a press release. Henderson County’s Recycling Coordinator can provide educational tours to public and other municipalities.

PROJECT IMPLEMENTATION MILESONES AND TIMELINE

The timeframe for the Large Type 3 Compost Demonstration Facility:

- **March-June 2019:** Apply for a Type 3 Compost Demonstration Facility and schedule site visits with local and state DEQ employees.
- **July-August 2019:** Receive approval from DEQ and begin site design
- **September 2019:** Attend NCCC training and begin construction
- **November 2019:** Complete concrete tipping area
- **December 2019:** Complete EASP installation
- **January 2020:** Complete solar panel installation
- **March-June 2020:** Begin composting and gather data

GRANT TIMELINE

- **September 30, 2019** – Begin construction
- **June 30, 2020** –Submit final report to Department of Environmental Quality

PROJECT BUDGET

Project Expenditures	Qty	DEACS Funds	Grantee Funds	Total Expenditure
2500 sq. foot concrete tipping area	1	\$ 20,000.00	\$ 4,000.00	\$ 24,000.00
Total		20,000.00	4,000.00	\$ 24,000

Figure 2: Aerial map of proposed compost demonstration compost facility

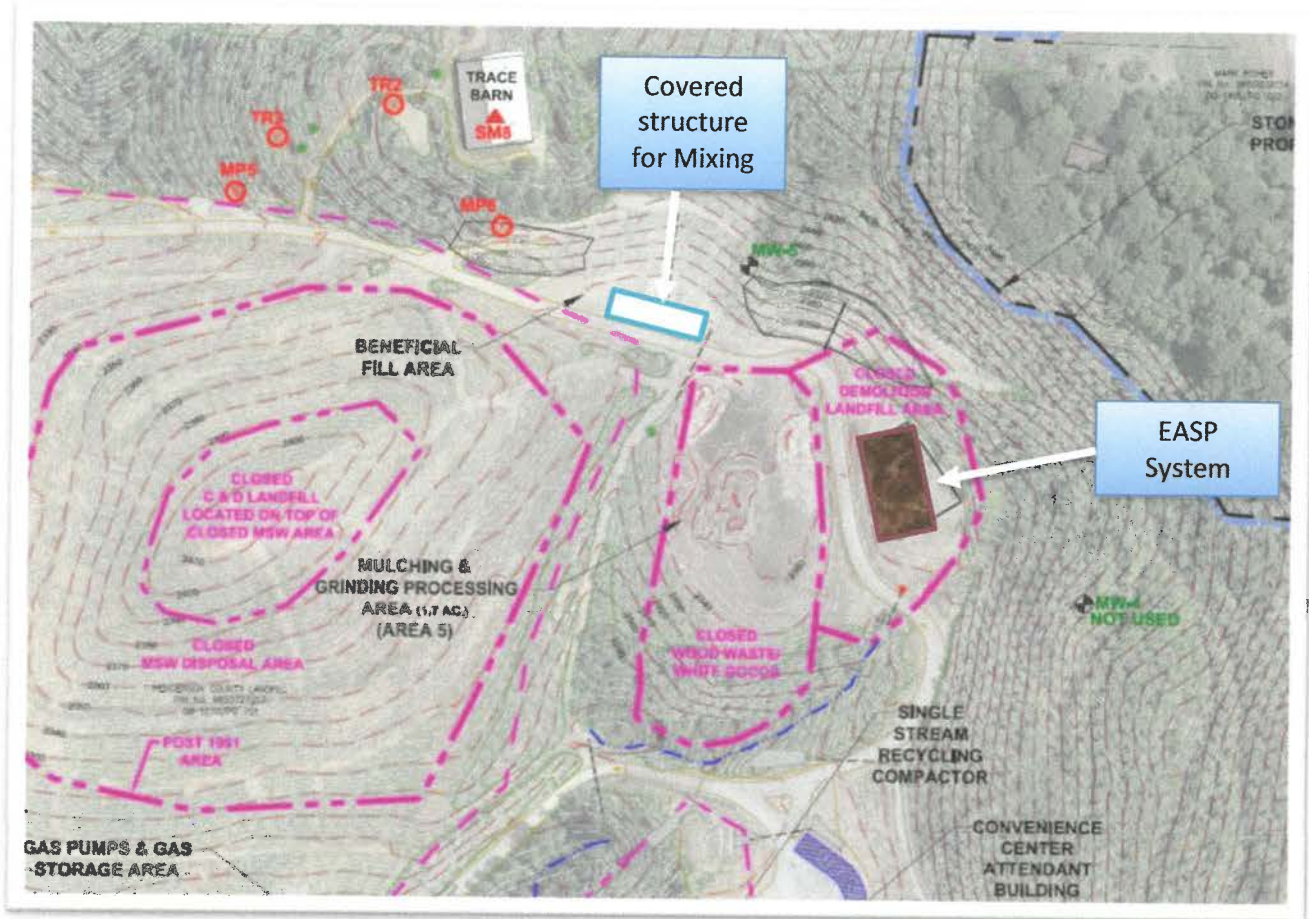


Figure 3: Conceptual Flow Chart of Compost Facility

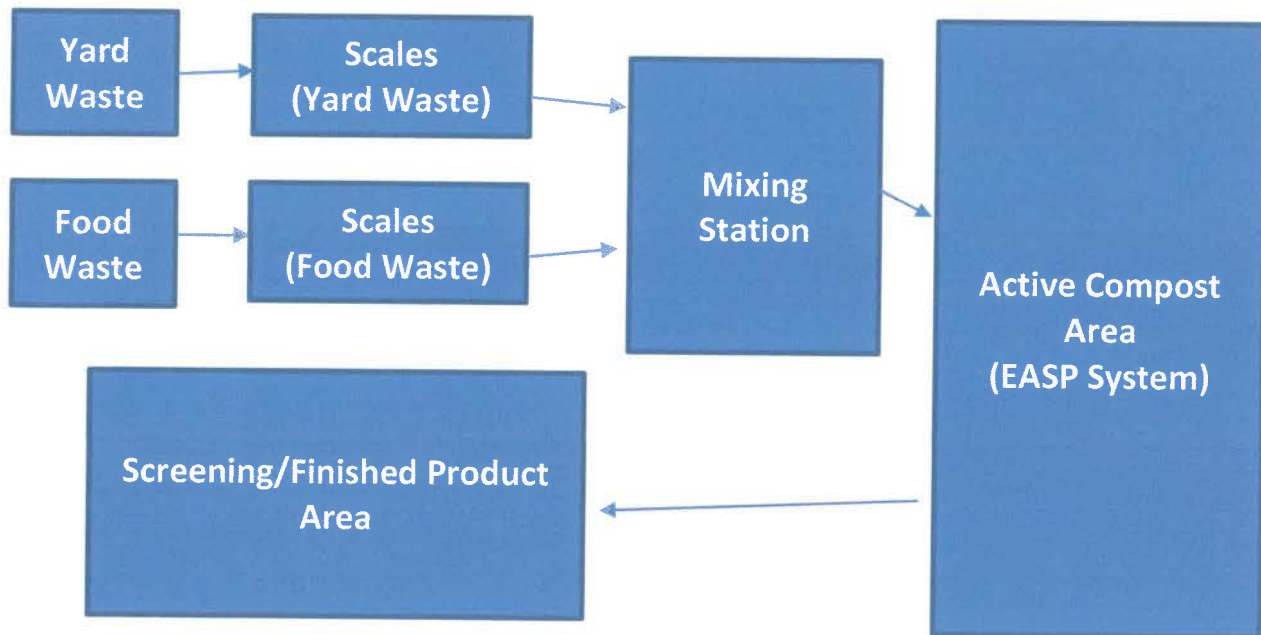


Figure 4: Current Solar Panel at the Convenience Center



Figure 5: Solar Panel Information Sign



Figure 4: Solar Panel Battery Bank



Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

December 19, 2019

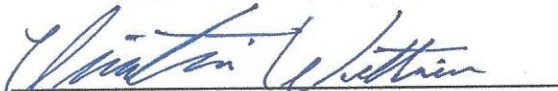
AMENDMENT 1
TO CONTRACT NUMBER 7936
BETWEEN
Henderson County
AND THE
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to the paragraph of the North Carolina General Contract Terms and Conditions Clause pertaining to Amendments of Contract Number 7936, the Department of Environmental Quality would like to amend said contract to change the project scope of work as described in Attachment A which is incorporated as part of this amendment.

THE TOTAL AMOUNT PAYABLE UNDER THIS CONTRACT REMAINS THE SAME.

It is the intent of this amendment to address the provision(s) noted only, and in no way should this amendment be construed to further modify this contract. All other terms and conditions remain the same.

Please indicate acceptance by your signature below.


Henderson County


Tommy Kirby, Purchasing Director

Return one (1) original-signed documents (please sign in BLUE INK) to the address specified below for execution by the Department:

wanda.andrews@ncdenr.gov

This amendment when fully executed by all parties will be forwarded to the Contractor.

cc: Matt James, NC DEQ DECS

ORIGINAL

Form 6100 - DEQ Contract Form - revised 8/25/16

DEQ CONTRACT NO:

7936

(Assigned by Contract Coordinator)

DEQ CONTRACT FORM - AGREEMENT INFORMATION

DEQ Division & Section: DEACS, RMMS		
Address (MSC/Street):	City	Zip
1639 Mail Service Center	Raleigh	27699-1639
Contract Administrator (Technical expertise):		Matt James
Phone No: 919-707-8133	E-mail address: matt.james@ncdenr.gov	
Contract Coordinator (Contract Process expertise):		Sandy Skolochenko
Phone No: 919-707-8147	E-mail address: sandy.skolochenko@ncdenr.gov	

PURCHASING AND CONTRACTS ONLY

FSD Purchasing Agent: _____
Date Received: _____
Requisition No: _____
PO No: _____
AMENDMENT NO: _____

CONTRACT INFORMATION:

Contractor: Henderson County		Check one of the following:	
Contractor Key Contact / PI: Christine Wittmeier		<input type="checkbox"/> Minority (51% owned)	
Street/PO Box # 1 Historic Courthouse Square, Suite 6		<input type="checkbox"/> Woman (51% owned)	
City/State/Zip: Hendersonville/NC/28792		<input type="checkbox"/> Handicapped (51% owned)	
Phone No: 828-694-6524		<input checked="" type="checkbox"/> None of the above	
E-mail Address: cbrown@hendersoncountync.gov			
Address (Mail Contract for Execution): (University? / N/A)		Address (checks are mailed if different from Contract Execution address):	
Name:		Name:	
Street/PO Box #		Street/PO Box #	
City/State/Zip:		City/State/Zip:	
Contract Period (Work cannot begin until fully executed contract is in place)		Start Date: 07/01/19	End Date: 06/30/20
DEQ Contract Amount (complete for initial contract request only):		\$ 20,000.00	
Amendment No:	Amendment Type:	No-Cost Time Extension	Increase or Decrease Contract Amount:
Revised Scope of Work Attached (check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA			
(Required) Explain why amendment is necessary: Henderson County wants to include the concrete, building shelter, and thermostat in the project budget.			
Time Extension from:		Time Extension to:	
Amendment Amount: \$		Revised Contract Total (Initial contract amount plus all amendments): \$	
ENCUMBRANCE (Actual or Estimate Per FY):		UNENCUMBRANCE:	
FY	\$	Co:	Acct:
FY	\$	Co:	Acct:
FY	\$	Co:	Acct:
FY	\$	Co:	Acct:
PAYMENT SCHEDULE (Check one):			
<input type="checkbox"/> Reimburse for allowable expenditures according to amount specified in Scope of Work / a minimum of 10% withheld until DEQ accepts final work.			
<input type="checkbox"/> Reimburse 90% of all invoices for allowable expenditures with 10% of each invoice withheld until DEQ accepts final work.			
<input checked="" type="checkbox"/> Reimburse actual invoices submitted with a minimum of 10% of DEQ Contract amount withheld until DEQ accepts final work.			
<input type="checkbox"/> A Lump sum payment when DEQ accepts contract fulfillment.			
Other (Specify):			

MANDATORY SIGNATURES:

By signature, I certify that the above budget information is correct, appropriately budgeted & currently available in the Division's budget as specified in the above encumbrance information.

DIVISION BUDGET OFFICER: P. Alexander Signature 12-17-19 Date

DIVISION DIRECTOR: Janice Ray Signature 12-18-19 Date



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

JAMIE RAGAN
Director

AMENDMENT APPROVAL LETTER
December 13, 2019

TO: Karen Kelly, Purchasing Manager
Financial Services Division

FROM: Matt James
Division of Environmental Assistance and Customer Service

RE: Contract Amendment for Grant #7936- Henderson County

As per attached letter, Henderson County is requesting a revised scope of work to its grant contract (#7936), set to expire on June 30, 2020. Henderson County wishes to amend their budget to include other materials they will need in order to construct their aerated static compost pile.

This change will not affect the grant award amount or the timeline that Henderson County plans to complete the project. The original budget included a \$20,000 award for a concrete floor. However, the county would like to include other building and construction expenses in the grant contract scope. The new proposed budget will include a \$20,000 grant for concrete, thermostat, and shelter for their new compost system.

Thank you for your assistance. If you have any questions, please contact Matt James at matt.james@ncdenr.gov or at 919-707-8133.

Matt James





December 10th, 2019

Matt James
Division of Environmental Assistance and Customer Service
N.C. Department of Environmental Quality
1639 Mail Service Center
Raleigh, NC 27699-1639

Dear Matt:

Henderson County would like to request an amendment to Grant Contract #7936, currently set to expire on June 30th, 2020. We originally requested funding for only the concrete tipping area and after research on various forced aeration composting methods, it was determined that the proposed project will require an aeration system, thermostat and shelter in addition to the concrete tipping area.

Please let me know if you need additional information. Thank you for your assistance.

Sincerely,

Christine Wittmeier
Environmental Programs Coordinator
(828) 694-6524

✓ *Sandy Strohbecker*
3:26 pm, Dec 16 2019
✓ *Christine Wittmeier*
12/17/19

Original Budget

Project Expenditures	Qty	DEACS Funds	Grantee Funds	Total Expenditure
2500 sq. foot concrete tipping area	1	\$ 20,000.00	\$ 4,000.00	\$ 24,000.00
Total		20,000.00	4,000.00	\$ 24,000

Proposed Budget

Project Expenditures	DEACS Funds	Grantee Funds	Total Expenditure
Compost shelter, concrete, thermostat, and building construction	\$ 20,000.00	\$ 4,000.00	\$ 24,000.00
Total	20,000.00	4,000.00	\$ 24,000

Revised Project Timeline

- **February 1, 2019** – Begin construction
- **June 30, 2020** – Submit final report to Department of Environmental Quality