

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** May 17, 2023

**SUBJECT:** 2023 Food Waste Reduction Grant

**PRESENTER:** Amy Schmitte

**ATTACHMENTS:** Yes,  
1. Draft Budget Amendment  
2. 2023 Food Waste Reduction Grant Contract

**SUMMARY OF REQUEST:**

The attachment provides information to the Board about the grant awarded to Henderson County through the Department of Environmental Quality's 2023 Food Waste Reduction Grant Program. The grant was included in the FY24 Solid Waste budget to fund the expansion of the Henderson County compost program.

**BOARD ACTION REQUESTED:**

Approve the 2023 Food Waste Reduction grant.

**Suggested Motion:**

I move the Board approve the 2023 Food Waste Reduction grant.

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** FINANCE

Please make the following line-item transfers:

**What expense line-item is to be increased?**

Account	Line-Item Description	Amount
605472-569931-9063	UNALLOCATED GRANT FUNDS	\$24,000
_____	_____	_____
_____	_____	_____
_____	_____	\$24,000

**What expense line-item is to be decreased? Or what additional revenue is now expected?**

Account	Line-Item Description	Amount
604472-454803-9063	NCDEQ - ORGANICS PILOT EXPANSION	\$20,000
604472-478002-9063	SOLID WASTE USER FEES	\$4,000
_____	_____	_____
_____	_____	_____
_____	_____	\$24,000

**Justification:** Please provide a brief justification for this line-item transfer request.

TO BUDGET FOR NC DEQ GRANT CONTRACT NO. CW37237 FOR ORGANICS PILOT EXPANSION: AERATION KITS AND COLLECTION CARTS.  
BOC APPROVED MAY 17, 2023.

\$0

\_\_\_\_\_

Authorized by Department Head

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized by Budget Office

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized by County Manager

\_\_\_\_\_

Date

*For Budget Use Only*

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_

## Henderson County Organics Pilot Expansion: Aeration Kits and collection carts

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, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **HENDERSON COUNTY** (the "Grantee"<sup>1</sup>).

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 Proposals ("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)
    - e. Grantee's Conflict of Interest Policy and Grantee's Ethics Code (Attachment E)
    - f. Grantee's Certification of No Overdue Tax Debts (Attachment F)
- 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 prior to the contract expiration date.
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 **May 1, 2023** to **April 30, 2024**, 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.

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<sup>1</sup> 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."

**Henderson County Organics Pilot Expansion: Aeration Kits and collection carts**

- 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 (984) 236-0130.

- 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	North Carolina General Assembly	N/A

*Account Coding Information:*

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

**Henderson County Organics Pilot Expansion: Aeration Kits and collection carts***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.

**Henderson County Organics Pilot Expansion: Aeration Kits and collection carts**

Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
Amy Schmitte, Environmental Programs Coordinator Henderson County  1 Historic Courthouse Square, Suite 6 Hendersonville NC 28792 Telephone: (828) 694-6524 Email: <a href="mailto:aschmitte@hendersoncountync.gov">aschmitte@hendersoncountync.gov</a>	Laura McCoy North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8127 Email: <a href="mailto:laura.mccoy@ncdenr.gov">laura.mccoy@ncdenr.gov</a>

- 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:
- 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.
  - 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.
  - 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.

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

**Henderson County Organics Pilot Expansion: Aeration Kits and collection carts**

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, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

**HENDERSON COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

Amy Schmitte  
\_\_\_\_\_  
Printed Name and Title

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
Division/Section

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 patientservices.
- (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 NCGS 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 NCGS 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 NCGS 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 NCGS 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 NCGS 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 NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 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 NCGS 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. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

**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 NCGS 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**

**NCGS § 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 NCGS 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.”

# Food Waste Reduction Grant

## REQUEST FOR PROPOSALS

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

The purpose of this grant program is to help local governments, non-profits, and businesses reduce the amount of wasted food being disposed in landfills. The Division of Environmental Assistance and Customer Service (DEACS) administers the Food Waste Reduction (FWR) Grant 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 support food waste reduction through the expansion of food donation networks or compost operations, including collection and hauling. Applicants should carefully read this entire RFP prior to submitting a proposal.

<b>Contact:</b>	Christine Wittmeier 919-707-8121 <a href="mailto:christine.wittmeier@ncdenr.gov">christine.wittmeier@ncdenr.gov</a>	<b>Grant Funding:</b>	Up to \$80,000
		<b>Cash Match:</b>	20% of grant award
<b>Proposals Due:</b>	<b>January 19, 2023 by 5:00pm</b>	<b>Project Period:</b>	May 1, 2023 – April 30, 2024

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### What Types of Projects are Eligible?:

Grant funds must be used to develop food waste reduction infrastructure by expanding food donation networks or composting operations, including collection and hauling. Excess food donation occurs through food banks, food pantries, or nonprofit organizations in which packaged food, prepared food and/or produce is distributed to households or individuals in need. Composting operations occur at permitted or exempt compost facilities and include the collection of food scraps from generators or designated drop-off sites.

Successful applicants will demonstrate how the grant project will increase the tons of wasted food diverted from landfill disposal. Examples of approved uses of FWR Grant funds include site development costs, construction of facilities to handle wasted food, equipment or vehicle purchases, and equipment installation costs.

Grant funds **MAY NOT** be used for 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 services such as payment to a vendor for operating a collection program.

### **Examples of Grant Projects:**

- Purchase carts for curbside food scrap collection;
- Purchase a wheel loader to improve efficiency and capacity of food scrap management at a compost facility;
- Establish a drop-off site for residential or commercial food scraps;
- Purchase a mobile refrigerator to improve efficiency and capacity of food bank transportation;

- Build an aerated-static pile for food scrap composting;
- Purchase a truck or a cart-tipper to collect drop-off or curbside food scraps; or
- Construct a concrete pad to improve efficiency and capacity of food scrap management at a compost facility.

Projects that develop or expand food waste reduction infrastructure may also use grant funds to print and distribute related educational materials such as signage, handouts, mailers, or magnets. Please note that education-only projects are not eligible for funding under this grant program.

DEACS offers [readymade compost education materials](#) to inform residents and businesses about composting. Any design template can be customized for a grantee.

## **How Grant Funds Work**

All FWR Grant funds are distributed on a reimbursement basis. Purchases must be made during the grant contract period and requests for reimbursement can be made after the grantee has completed and paid for grant purchases. DEACS will continue to reimburse grantees until 90% of the award amount has been expended, withholding 10% of funds until receipt of an approved final report.

### **Available Funding**

Applicants can submit grant proposals for a maximum award of \$80,000.

### **Cash Match**

FWR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a \$10,000 grant must provide at least \$2,000 of matching funds for a total project cost of \$12,000. In-kind contributions will not be accepted in lieu of cash match.

To calculate the necessary cash match for any grant project, determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match.

### **Contract 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 one year and is expected to begin on May 1, 2023 and end on April 30, 2024. All purchases must be made within the grant contract period. Any purchases made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.

The grantee must make a good faith effort to complete the project within the year-long contract period. Extensions are possible but not guaranteed. Requests for no-cost time extensions must be submitted to the DEACS staff contact at least 60 days *prior* to the contract expiration date. Upon approval, the contract end date will be extended by written agreement between the applicant and DEQ. Funds not expended by the end of the contract period will be forfeited.

## **Who is Eligible?**

All applicants must already manage or plan to manage excess food or wasted food in their operations with the purpose of diverting material from landfill disposal. North Carolina-based food rescue organizations, local governments, compost facilities, and compost businesses are eligible to apply for funding from the FWR Grant. For the purposes of eligibility for this grant, the following definitions apply:

- Food rescue organizations include food banks, food pantries, and nonprofit organizations that specialize in the collection, storage, and distribution of food for households or individuals in need.
- Local governments are defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina.
- Compost facilities are permitted or exempt facilities that process organic material from outside sources to create a usable soil amendment.
- Compost businesses are companies or nonprofit organizations that collect or haul organic material from outside sources to compost facilities.

## **Conditions on Submittals**

- Only one proposal per eligible entity will be accepted. Grant proposals may combine funding requests for multiple 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.
- Compost facilities must be permitted or exempt from a permit and follow the most recently adopted [NC Compost Rules 15A NCAC 13B .1401-.1410](#).
- 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.
- Businesses on the N.C. Office of State Budget and Management's Suspension of Funding List due to failure to complete applicable financial reports for any previous North Carolina state agency grant are ineligible to apply unless removed from the list prior to the proposal deadline.

## **How to Submit Proposals:**

**One electronic copy** of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to Christine Wittmeier at [christine.wittmeier@ncdenr.gov](mailto:christine.wittmeier@ncdenr.gov). If you do not receive a confirmation, contact Christine Wittmeier at 919-707-8121 as soon as possible. It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) attachments.

## **Proposal Due Date:**

Proposals must be received by DEACS by 5:00 p.m. on Thursday, January 19, 2023. Any proposals received after the deadline will not be considered.

**Required Proposal Format:**

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

- Project Title
- Applicant Contact Information
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ E-mail address
- Date of Proposal Submittal
- Description of Current Operations: Detailed explanation of applicant's organization, including:
  - ✓ What type of organization is applying?
  - ✓ Does the applicant currently manage wasted food? If so, please describe current operations. If not, please indicate how the applicant's experience and expertise will ensure success managing wasted food.
  - ✓ (For compost facilities) What is the applicant's operational capacity to manage wasted food?
- Project Description: Detailed description of proposed grant project, addressing each of the following questions:
  - ✓ What does the applicant plan to buy?
  - ✓ How will the project affect current operations?
  - ✓ Will the project improve operational efficiency?
  - ✓ What is the projected waste reduction impact? How many tons of wasted food will be diverted from landfill disposal as a result?
  - ✓ How will the applicant manage contaminants or unacceptable materials? For food rescue organizations this may be inedible food and for compost facilities this may be non-organic materials.
  - ✓ How will the applicant sustain the project long-term?
  - ✓ How many households/businesses will be impacted by the project?
  - ✓ What other organizations will be affected by the project?
  - ✓ (For food rescue organizations) How many extra meals will be generated by the project?
- Project Timeline: Simple bulleted list showing approximate dates for major project milestones. Timeline should begin on or after May 1, 2023 and project must be complete by April 30, 2024.
- Project Budget: Submit a table following the example below. Table should include an itemized list of intended expenditures and estimated costs. Total row should reflect the total project cost with breakdown of grant funds requested from the state and amount of matching funds to be provided by the applicant. Matching funds must be at least 20% of grant funds.



Project Elements	Estimated Cost		
Truck and cart tipper	\$ 38,000		
Curbside roll-out compost bins	\$ 18,000		
Educational materials (postcards, brochures, stickers, magnets)	\$ 4,000		
	Total Project Cost	State Grant Award	Applicant Cash Match
<b>Total Project Budget</b>	<b>\$ 60,000</b>	<b>\$ 50,000</b>	<b>\$ 10,000</b>

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

- Quotes: for purchases included in the project budget
- (Optional) Letters of Support from Partner Organizations

### **How are Proposals Evaluated?**

A selection committee will use the pre-established criteria to rank proposals and make award decisions. Applicants must score well in these criteria to receive a grant award:

1. **Planning (0-30 points)**: Did the application 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? Are details of the program clearly planned and outlined with a strategy for addressing issues and evaluating success? Does the proposal accurately describe the applicant's operations before and after the project's implementation?
2. **Demonstration of Need (0-15 points)**: How does the proposed project address a specific programmatic, equipment or infrastructure need to reduce wasted food? How many households or businesses will be served by the project?
3. **Waste Reduction Impact (0-30 points)**: How many tons of wasted food will be diverted from landfill disposal and how will the food be used in a more beneficial way?
4. **Efficiency and Longevity (0-25 points)**: Will the project provide a valuable service that is worth the investment? Will the proposed project improve the applicant's operational effectiveness and efficiency? Does the project make long-term investments that will continue to serve the community well beyond the grant period? Does the applicant commit to and adequately plan for sustaining the program for years to come?

### **If A Proposal is Selected for Funding**

If an applicant is chosen to receive funding, 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 may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant final proposal will become an attachment to the grant contract.
- DEACS may award grant amounts lower than the original request in an effort to support as many qualifying projects as possible.
- Successful applicants will be required to:

- Provide their federal tax ID number
- 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 or confirm/update your existing registration, please visit the following link: <http://eprocurement.nc.gov/>
- Submit a Conflict of Interest Policy using the following template or submitting a copy of your organization's existing policy that meets or exceeds the language in the following template: <https://deq.nc.gov/about/divisions/environmental-assistance-and-customer-service/recycling/programs-offered/grants-recycling-businesses/grant-contract-forms-and-information>
- Successful applicants, with the exception of local governments, will also be required to provide the following forms, available at: <https://deq.nc.gov/conservation/recycling-business-assistance/financing/grants/forms>
  - No Overdue Taxes Certification with notarized signature
  - Non-Debarment form
- 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 applicant is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- 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.

### **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 guidelines will be provided to all grantees.
- **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 in writing, 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. For local government grantees, 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. Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended, withholding 10 percent of grant funds until receipt of an approved final report. The final report must be received and approved prior to the end date of the contract.
- **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.

**2023**  
**Food Waste Reduction Grant**

*Henderson County Organics Pilot Expansion: Aeration Kits and collection carts*



**Submitted:** January 19, 2023  
**Updated:** March 20, 2023

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**PROJECT TITLE**

Henderson County Organics Pilot Expansion: Aeration Kits and collection carts

**CONTACT INFORMATION**

- Name and title of main contact: Amy Schmitte, Environmental Programs Coordinator
- Organization: Henderson County, North Carolina
- Address: 1 Historic Courthouse Square, Suite 6, Hendersonville, NC 28792
- Phone Number: (828) 694-6524
- E-mail address: aschmitte@hendersoncountync.gov

**DATE OF PROPOSAL SUBMITTAL**

January 19, 2023

**Updated March 20, 2023**

**DESCRIPTION OF CURRENT OPERATIONS**

Henderson County Solid Waste is applying for the Food Waste Reduction grant to expand the current compost facility managed by the County. Henderson County Solid Waste maintains a closed landfill and operates a transfer station and convenience center.

Henderson County currently manages food waste at their type 3 compost facility. Food waste is accepted at the convenience center and is accessible to county residents at no cost. All food waste collected on site is processed at the Transfer station compost facility. In addition, the county contracts with Atlas Organics to collect food waste from 6 elementary schools and the detention center.

The operational capacity to manage food waste is constantly evolving as the project grows. As a small type 3 exempt status compost facility, 100 cubic yards of material or less is being processed on site at a time. Solid Waste staff are trained to operate and maintain the compost facility and equipment which includes a compost mixer, two static compost forced aeration bays, and skid steer loader. Compost temperatures are monitored three times per week to ensure optimal temperatures for microbial activity and have confidence that any pathogens have been destroyed. The facility is in the process of adding a receiving bay for staging food waste to be processed, a cart tipper, and additional food collection carts.

Presently, the program processes food waste from the convenience center, providing Nitrogen, and yard waste (brush and leaves), providing Carbon, from residents and business bringing in material through the transfer station. Henderson County Solid Waste is in the process of making plans to begin collection and processing of food waste generated at 6 elementary schools and the detention center.

Long term goals are to expand the compost facility. It is designed with plans to expand, with the addition of more aeration kits, to be capable of processing approximately 4000 tons of food waste and 4000 tons of yards waste. This will eventually allow the facility to accept food waste from a larger audience including businesses, haulers, farmers, and additional schools as well as providing a viable use for collected yard waste.

## **PROJECT DESCRIPTION**

As Henderson County Solid Waste continues to expand the compost pilot program, additional supplies and processing capacity is needed to successfully manage the compost facility. If selected as a grant recipient, Henderson County will purchase a 2 additional aeration kits and additional 64 gallon collection carts.

The 2 additional aeration kits will increase processing ability and operational efficiency allowing the facility to take in more food waste including the benefit of being able to process school food waste. School food waste is currently hauled and processed through an outside organization in South Carolina. This is a costly and unsustainable approach for the long term.

Additional 64 gallon collection carts will allow expansion of the compost program into additional schools and will support the county in hauling food waste to the Henderson County Compost Facility.

If awarded, this grant will help to greatly improve the processing capacity of the current compost facility. The addition of 2 aeration kits will assist in the expansion and ability to receive food waste from a greater audience. Last fiscal year, the convenience center diverted over 40 tons of food waste from the landfill. This was an increase from the previous fiscal year where approximately 30 tons of food waste was collected. As the program continues, we expect the diversion rates to continually grow as more residents take advantage of the program.

The school compost program, currently occurring in 6 schools, has the potential to expand to all elementary schools and eventually all Henderson County Schools. Last school year, students diverted over 38 tons of food waste. So far this school year, over 13 tons of food waste has been diverted. As the program expands, Henderson County plans to begin processing school food waste at the compost facility and expand into additional schools, increasing diversion rates. On average, each school collected 6 tons of food waste last school year. If we expand into all elementary schools in the county we can expect to divert, on average, an additional 42 tons of food waste each year.

The compost facility is designed with expansion in mind and can eventually process 4,000 tons of food waste annually. The expansion of Henderson County's food waste processing infrastructure will greatly contribute to diversion rates in Western North Carolina. At current time there is very limited infrastructure in Western North Carolina both in terms of compost facilities and organics hauling options, this has been a contributing factor in the growth of the Henderson County Program. With expansion, Henderson County will be able to increase county programs and support diversion rates community wide by opening up opportunities for haulers and other businesses to expand into food waste collection.

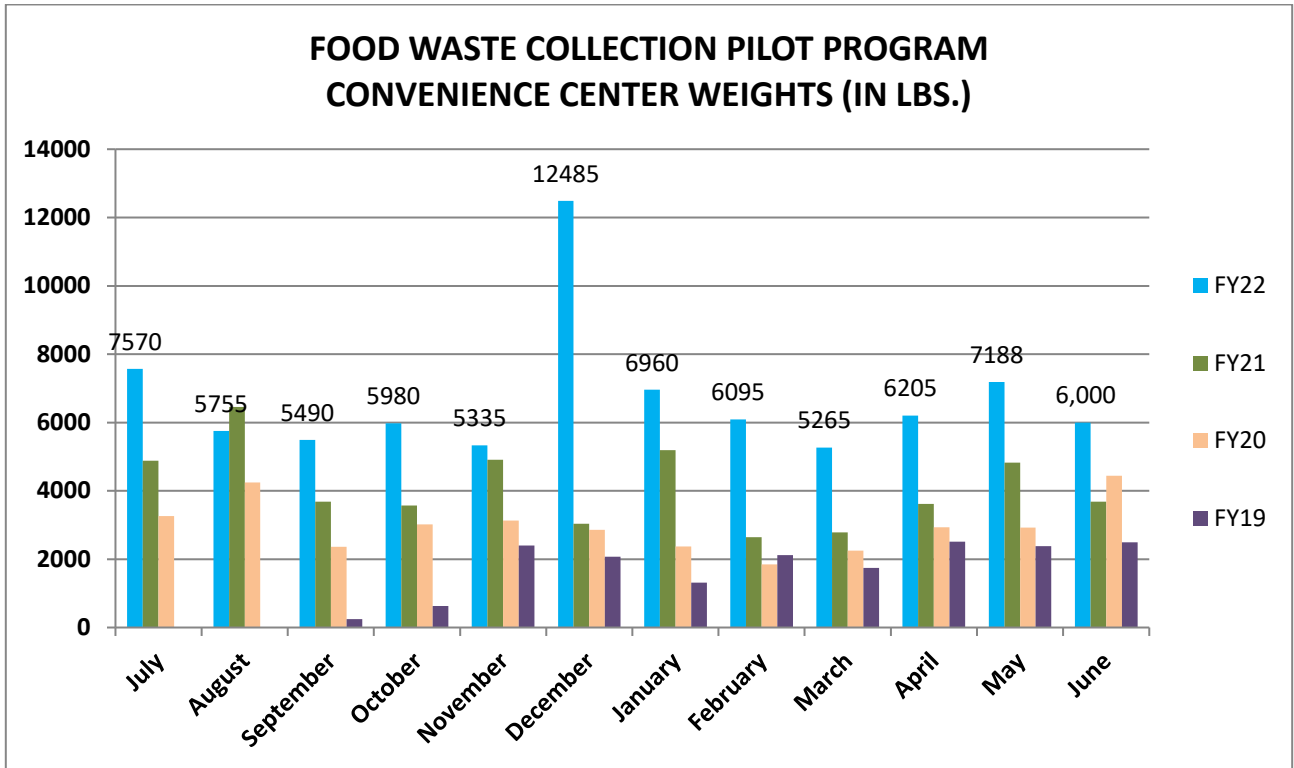


Figure 1: Henderson County Solid Waste Convenience Center Food Waste Data

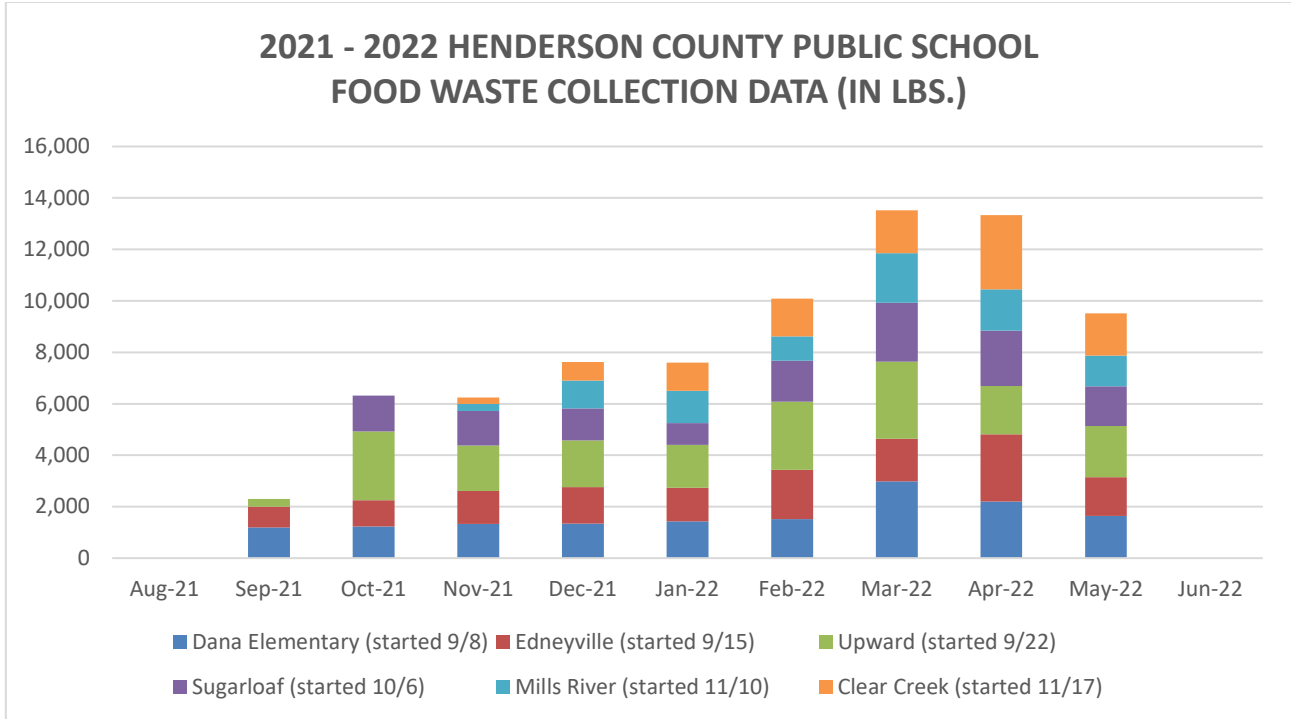


Figure 2: FY22 Henderson County Public School Food Waste Data

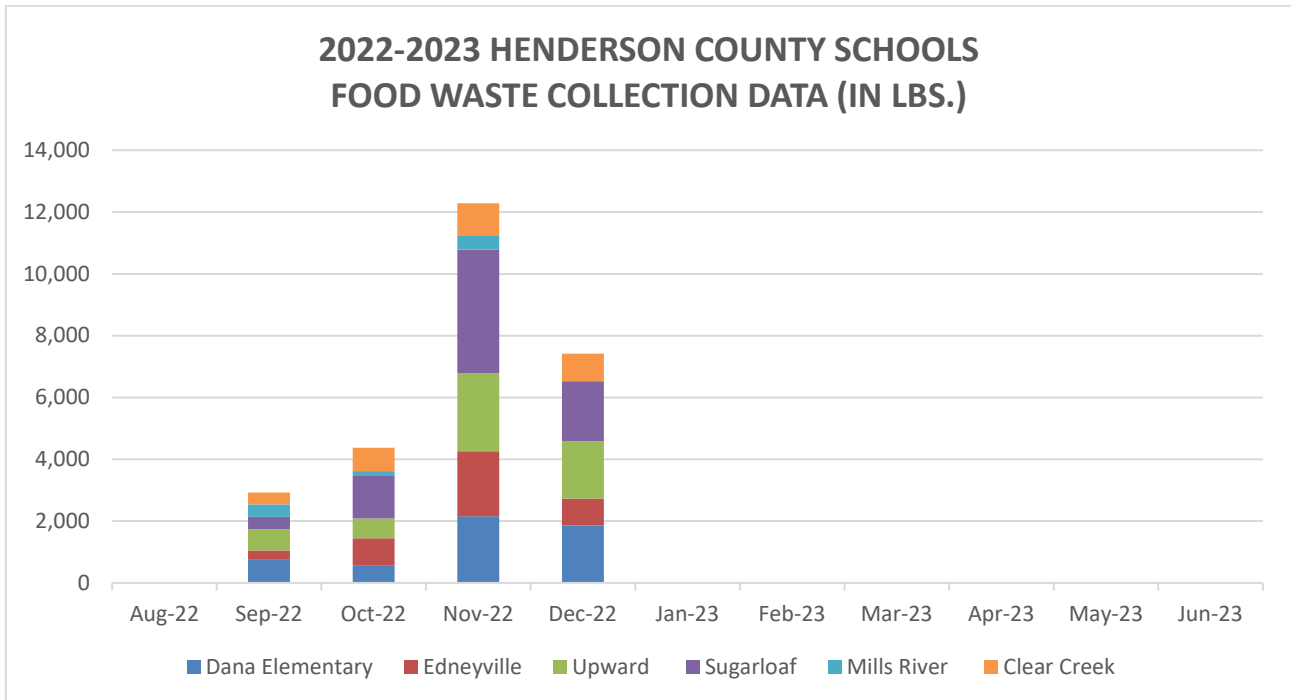


Figure 3: FY23 Henderson County Public School Food Waste Data



Contaminants in food waste are always a concern when working with a large community of people with varying knowledge and interest in composting. Since the start of the compost pilot in Henderson County staff have managed contamination through community education and providing easily accessible information. At the convenience center drop off, staff regularly monitor the collection bin and educate residents on compostable and non-compostable items. Educational signage is also posted at the collection bin. Active community education takes place via workshops, presentations, and community events. Additional education takes place via the county website, social media, and handouts/brochures. Education at the schools occurs as training presentations for staff, cafeteria check ins to reinforce acceptable and non-acceptable items, and classroom lessons. These current practices will continue to evolve as the compost program expands and as knowledge increases on the best ways to manage contamination in food waste.



*Photo 1: Henderson County Convenience Center Food Waste Drop Off Signage*

Over the last few years, Henderson County has demonstrated their commitment to reducing food waste through their continual expansion of the compost facility and program. Since the start of the Henderson County Compost Pilot, staff have been dedicated to the expansion of the program as an effort to increase sustainability, limit the amount of food waste making its way to the landfill, and in turn, reducing the amount of methane gas emitted. The project will be sustained long term through continued support from county staff and the community, constant growth with the support of grant and county funding, and continual increase in the programs reach and processing ability. With plans to eventually be able to process up to 4,000 tons of food waste on site, the program can continually adapt to partner with businesses, haulers, farmers, additional schools, and other organizations to expand reach and impact.

Henderson County Solid Waste services are available to all Henderson County residents. The convenience center is available at no cost. There are approximately 50,000 households in Henderson County to which the convenience center is available.

As the compost program expands, it will be able to process food waste from the 6 schools that currently participate, serving just over 2,750 students. With the eventual capacity to process all elementary schools, the program could serve approximately 5,700 students in total.

This project has the potential to affect many local organizations. Henderson County Public Schools have 6 elementary schools that compost presently with the potential to expand to all 13 elementary schools in the county, 4 middle schools, and 4 high schools. With program expansion comes the opportunity for other organizations and businesses to become involved in food waste reduction. Private haulers and the City of Hendersonville are possible outlets for increasing food waste reduction. Private haulers in the county and the City of Hendersonville public works may be able to add food waste pick up for residents in addition to trash and recycling services allowing the reach of the program to increase greatly. With expansion comes the potential to pursue food waste reduction in different venues. Restaurants in the community and the downtown area of Hendersonville have the potential to divert large amount of food waste. Food waste

collection for restaurants would be a great next step in the reduction of food waste from the community that is landfill bound.

### **PROJECT TIMELINE**

*The timeframe for aeration kit installation and collection cart purchase.*

- May 1, 2023- Project start date.
- July 1, 2023 – 2 additional aeration kits and collection carts ordered.
- August 1, 2023– Collection cart delivery.
- September 1, 2023- Aeration kit installation.
- April 30, 2024 - Project complete and final report submitted.

### **PROJECT BUDGET**

<b>Project Elements</b>	<b>Estimated Cost</b>		
Collection carts	\$ 9,250		
Aeration Kits	\$ 14,750.00		
<b>Project budget</b>	<b>Total Project Cost</b>	<b>State Grant Award</b>	<b>Applicant Cash Match</b>
<b>Total</b>	<b>\$ 24,000</b>	<b>\$ 20,000</b>	<b>\$ 4,000</b>



**Advanced Composting**  
**TECHNOLOGIES**

P.O. Box 2440 Candler, N.C., 28715 phone 828-665-8600

Amy Schmitte  
Henderson County Solid Waste  
191 Transfer Station Dr.  
Hendersonville NC 28791

1/17/2023

Ms. Schmitte,

We at Advanced Composting Technologies (ACT) value the relationship we have built with Henderson County and are glad to help lead the way in food waste processing in WNC.

Below are proposed costs to double your aerated floor capacity. ACT will provide current pricing when your final contract is prepared just prior to construction.

If there are any questions that you need help with, please do not hesitate to call. It is a privilege to have this opportunity to work with you, We will be there serving you now and into the future.

Sincerely,

Bruce MacDonald

ACT Technical Sales and Project Management



## Advanced Composting TECHNOLOGIES

P.O. Box 2440 Candler, N.C., 28715 phone 828-665-8600

### **Proposal between Henderson County & Advanced Composting Technologies, LLC**

Advanced Composting Technologies (hereafter referred to as ACT) will provide installation of 2 aeration kits including:

2- Aeration Compressors

All piping and hardware

2-Grooved Concrete aeration floors in the unfinished (dirt floor) section of your facility, 10'x12' each.

Pricing:       \$6500 per air kit  
                  \$ 874 per 10'x12' concrete floor  
                  \$7374 total per floor  
                  \$14,748 total for 2 floors

Both parties acknowledge that during this project you and your employees will have access to various trade secrets, inventions, processes, information, records, and products owned by ACT. All records, documents, files, blueprints, specifications, information, letters, and similar items relating to this project shall remain the exclusive property of ACT.

This Agreement shall be deemed to be made and performed in and shall be governed by and construed in accordance with the laws of the State of North Carolina and will be **valid for 30 Days**, after which price may be subject to change based on current cost of construction materials.



**HICKORY OFFICE** tarheelpaper.com  
 2045 FAIRGROVE CHURCH RD  
 NEWTON, NC 28658  
 TEL: 828.431.3052 FAX: 828.431.4452

**REMIT TO:**  
 3200 CENTRE PARK BLVD  
 WINSTON-SALEM, NC 27107

**Quoted**

HENDERSON COUNTY ENGINEERING  
 1 HISTORIC COURT HOUSE SQUARE  
 HENDERSONVILLE NC 28792  
 Buyer: CASSIDY MCCOMBS  
 Tel:828-697-4505 Fax:

**Ship To**

HENDERSON COUNTY SOLID WASTE  
 191 TRANSFER STATION DRIVE  
 HENDERSONVILLE NC 28791

Quote # QN08098	Quote Date 01/04/2023	Exp Date 02/03/2023	Customer # 0006692	Customer P/O # PRICE FOR CARTS	Ship Via OUR TRUCK NEWTON	Writer BSB
Job ID			Customer Terms NET 30 DAYS		Salesman BARRY TAYLOR	

Product	Description	UM	Quant	Unit Price	Extension
TIONA64	2 WHEEL 64GL LIME GREEN CART, STANDARD LID, 31.75Lx24.25Wx41.75H, LOAD RATING 400LBS/181.8KG, 18.60 CU FT	EA	55	163.67	9001.85

X: _____ (Accepted by)	Sub Total	\$9,001.85	<b>T o t a l</b>
	Freight	\$0.00	
	Trans Surcha	\$12.00	
	Tax Amount	\$607.62	
			<b>\$9,621.47</b>

<p><b>MESSAGE</b></p> <p>Proudly providing total Packaging, Janitorial, and Safety Procurement Solutions to Partners like you since 1980.</p>	<p><b>TERMS</b></p>
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## 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.



## Henderson County Solid Waste

100 N. King Street  
Hendersonville, North Carolina 28792  
(828) 694-6524  
www.hendersoncountync.gov

To the extent that the following is stricter than the Henderson County Ethics Code, Henderson County Environmental Programs and Solid Waste Division adopts the following:

### CONFLICT OF INTEREST POLICY

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#### Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

#### Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to



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maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

### Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Amy Schmitte  
Name

4/24/2023  
Date

Environmental Programs Coordinator  
Title

Amy Schmitte  
Signature

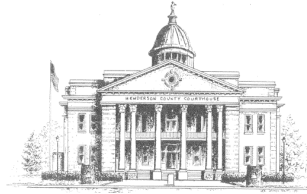


# Henderson County Board of Commissioners

GRANT CONTRACT NO. CW37237  
Henderson County Organics Pilot Expansion: Aeration Kits and collection carts  
ATTACHMENT E

1 Historic Courthouse Square • Suite 1 • Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855 • www.hendersoncountync.gov

Rebecca K. McCall  
Chairman  
J. Michael Edney  
Vice-Chairman



William G. Lapsley  
Daniel J. Andreotta  
David H. Hill

## ETHICS CODE

### Section 1. Declaration of Policy

(a) The Proper Operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made publicly; that public offices not be used for personal gain; and that the public maintain confidence in the integrity of its government.

(b) In recognition of these goals, a code of ethics for Henderson County officials is hereby adopted. The purpose of this policy statement is to set forth guidelines for ethical standards of conduct for all such officials by setting forth acts or actions that are incompatible with the best interests of Henderson County.

### Section 2. Definitions

As used in this article, the following terms shall have the meaning indicated:

**Business Entity** means any business, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust or corporations which is organized for financial gain or profit.

**Confidential Information** means any information or knowledge which has not been made public through the regular affairs of government. Information that has become public knowledge, whether or not through the regular affairs of government, is not considered confidential information.

**County Official** means the County Manager, County Attorney, Assistant County manager, County Commissioners, officials appointed by the County Commissioners to other county boards and commissions, department heads, and any employees involved in purchasing or acquiring goods and services for the county.

**Immediate Family** means the County Official, his/her spouse, and minor children (including stepchildren and foster children).

**Interest** means direct or indirect pecuniary or material benefit, as a result of an official act, a contract, or transaction with Henderson County, accruing to:

- (i) A County Official;
- (ii) Any person in a County Official's Immediate Family;
- (iii) Any business entity in which the County Official, member of the County Official's Immediate Family, or is about to be, an officer or director;
- (iv) Any business entity in which an excess of ten (10) percent of the stock, or legal or beneficial ownership of, is controlled or owned directly or indirectly by the County Official, or the County Official's Immediate Family member; or
- (v) The primary employer (other than Henderson County) of any County Official.

For the purposes this Code, a County Official is presumed to have knowledge of the financial affairs of the County Official's Immediate Family members and primary employer. For the purpose of this policy, the County Official only has an Interest in the affairs of other Immediate Family members if the County Official has knowledge of or should have known of the Interest of the family member.

**Official Act Or Action** means any legislative, administrative, appointive, or discretionary act of any County Official.

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## **Section 3. Standards of Conduct**

All County Officials as defined in this article shall be subject to and abide by the following standards of conduct.

- (a) Interest in contract or agreement. No County Official shall participate in selection or award of a contract if the contract involves the County Official's interest or the Official is prohibited from voting pursuant to N.C. Gen. Stat. § 14-234.
- (b) Use of official position. No County Official shall use his/her official position or the county's facilities for his/her private gain, or for the benefit of his interest, or for the benefit of any individual, which benefit would not be available to any other member of the public in the same or similar circumstance. No County Official shall represent any other private person, group or interest before any department, committee, or board of the county of which they are a member except in matters of purely civic or public concern. The provisions of this paragraph are not intended to prohibit a County Official from speaking before neighborhood groups and other nonprofit organizations.
- (c) Disclosure of information. No County Official shall use or disclose confidential information gained in the course of or by reason of his/her official position with the county for purposes of advancing:
- (i) His/her interest;
  - (ii) The Interest of a business entity of which the County Official or an Immediate Family member has an Interest;
  - (iii) The financial or personal interest of a member of his/her Immediate Family;
  - (iv) The financial interest of the employer of the County Official; or
  - (v) The financial or personal interest of any citizen beyond that which is available to every other citizen.
- (d) Incompatible service. No County Official shall engage in, or accept private employment or render service for private interest, when such employment or service for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties with the county or would tend to impair his/her independent judgment or action in the performance of his/her official duties with the county, unless otherwise permitted by law and unless disclosure is made as provided in this policy.
- (e) Gifts. No County Official shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which a reasonable person would believe that the gift was intended to influence him/her in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Legitimate political contributions to County Officials shall not be considered as gifts under the provisions of this paragraph.

Exempted from the prohibition are reasonable honorariums for participating in meetings, advertising items or souvenirs of nominal value or meals furnished at banquets. County Officials must report in writing to the Clerk to the Board of County Commissioners all honorariums, and all gifts and favors exceeding \$100.00 in value if made by a covered contractor, subcontractor, or supplier. There is no prohibition on gifts if the circumstances make it clear that it is the personal relationship, rather than the business or the persons concerned, which is the motivating factor and where the value of the gift, entertainment, or favor is appropriate to the circumstance and consistent with the long-standing relationship. If such a gift, entertainment, or favor exceeds \$100 in value, the County Official must disclose the nature and value of the gift, entertainment, or favor in a letter to the Clerk to the Board of County Commissioners.

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It shall not be a violation of this policy for any Public Official to solicit donations, contributions or support for any charitable activity which does not result in direct pecuniary benefit to the Public Official, a member of his Immediate Family, or Business Entity with which he is associated.

- (f) County Attorney to Advise. In any case where the value of a gift is in question, or when the circumstances make it unclear as to whether a thing constitutes a "gift" within the meaning of this provision, any individual may consult with the County Attorney for an opinion.
- (g) Special Treatment. No County Official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
- (h) Service on Appellate Board. No County Official may serve on a board or committee of the County which acts in an appellate capacity reviewing the acts of the County Official, or any other board or committee on which the County Official serves. As by virtue of their primary office members of the Board of Commissioners are required to serve in an *ex officio* capacity on many boards and committees of the County, this prohibition shall not apply to members of the Board of Commissioners. This provision 3(h) shall become effective one (1) month from the date of adoption.
- (i) Service on Board related to Member's Employment. No person may serve as a member of a board or committee of the County, or as an appointee of the County on any board or committee, where such board or committee recommends or awards any funding to any employer of such person, or to any entity upon whose governing or advisory board the person serves.

#### **Section 4. Disclosure of Interest in Legislative Actions<sup>1</sup>**

Any County Official who has an interest in any business before the Board of County Commissioners shall publicly disclose on the record of the Board the nature and extent of such interest, and shall withdraw from any discussion, deliberation or decision regarding said matter. It shall be a violation of this policy for a County Official who has an Interest in some business before the County Commission to advocate, whether publicly or privately, that Interest to other County Officials.

#### **Section 5. Advisory Opinions**

When any County Official has a doubt as to the applicability of any provision of this policy to a particular situation involving that County Official, or as to the definition of terms used in this article, he/she may apply to the County Attorney for an advisory opinion. The County Official shall have the opportunity to present the County Official's interpretation of the facts at issue and of the applicability of provisions of this policy before such advisory opinion is made.

<sup>1</sup> In addition to this document, the Board's Rules of Procedure deals with conflicts of interest in quasi-judicial hearings, including those not held before the Board of Commissioners.

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## State Grant Certification – No Overdue Tax Debts

March 20, 2023

To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that the County of Henderson does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

**Sworn Statement:**

Rebecca McCall and J. Michael Edney being duly sworn, say that we are the Board Chair and Board Vice-Chair, respectively, of Henderson County of Hendersonville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

*Rebecca McCall*  
Board Chair  
*J. Michael Edney*  
Board Vice-Chair

Sworn to and subscribed before me on the day of the date of said certification.



My Commission Expires: *January 5, 2027*