

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 3, 2024

SUBJECT: 2024 Community Waste Reduction and Recycling Grant

PRESENTER: Amy Schmitte, Environmental Program Coordinator

ATTACHMENTS: Yes

1. 2024 Community Waste Reduction and Recycling Grant Contract

SUMMARY OF REQUEST:

Staff is requesting the Board approve the 2024 Community Waste Reduction and Recycling Grant in the amount of \$50,000. The purpose of the grant funds is for the expansion of the Henderson County Household Hazardous Waste Program. The grant also requires a match of \$15,500, which is included in the Solid Waste budget. Grant funds will be expended in FY2025.

BOARD ACTION REQUESTED:

The Board is requested to approve the receipt of the 2024 Community Waste Reduction and Recycling Grant and authorize Staff to execute the necessary contract.

Suggested Motion:

I move the Board approve the 2024 Community Waste Reduction and Recycling Grant and authorize Staff to execute the Contract.

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Financial Assistance Agreement

GRANTEE'S FEDERAL IDENTIFICATION NUMBER: **_*1241**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **Henderson County, NC** (the "Grantee"¹).

1.0 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restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2.0 Contract Documents: The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

- 2.1 Grantee's Award Letter (Attachment A)
- 2.2 State's General Terms and Conditions (Attachment B).
- 2.3 Notice of Certain Reporting and Audit Requirements (Attachment C).
- 2.4 Grantee's Certification of No Overdue Tax Debts (Attachment D).
- 2.5 Grantee's Conflict of Interest Policy (Attachment E)
- 2.6 Department's Request for Proposal ("RFP") (Attachment F).
- 2.7 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 G).

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.

3.0 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 Section 2.0 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.

4.0 Contract Period: This Agreement shall be effective from the date upon which all parties have signed to July 1, 2024 – June 30, 2025, inclusive of those dates.

5.0 Grantee's Duties: As a condition of the grant award, the Grantee agrees to:

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

GRANT CONTRACT NO. CW50177
Community Waste Reduction and Recycling (CWRAR)

- 5.1 Undertake and deliver the grant award project, plan, or services as described in the Award Proposal (**Attachment G**), adhering to all budgetary provisions set out there throughout the course of performance.
- 5.2 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.
- 5.3 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.
- 5.4 Comply with the applicable provisions of Attachment C, Notice of Certain Reporting and Audit Requirements.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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 who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- 5.9 Take reasonable measures to ensure that any (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.

6.0 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.

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

8.0 Total Award Amount: The amount of awarded funds paid by the Department to the Grantee under this Agreement shall not exceed **\$50,000.00** (the "Amount of Award"). This amount consists of:

GRANT CONTRACT NO. CW50177
Community Waste Reduction and Recycling (CWRAR)

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Accounting Code Information:

Dollars	Company
\$50,000.00	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
603040 - DEQ 6760 DEA -OFF WASTE RED TRUST FUND (PPA) BC 64303	56900010 - AID TO COUNTIES	0000000 - DEFAULT AMU

Grantee Matching Information:

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

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.3 The Grantee's matching requirement is **\$10,000.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$10,000.00
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.4 The Grantee commits an additional **\$5,500.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Contract Amount** is **\$65,500.00**.

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

- 9.1 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.

GRANT CONTRACT NO. CW50177
Community Waste Reduction and Recycling (CWRAR)

9.2 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 F**.

- 10.0 Grantee's Fiscal Year:** The Grantee represents that its fiscal year is from July 1st to June 30th.
- 11.0 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.
- 12.0 Reversion of Unexpended Funds:** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13.0 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.
- 14.0 Contract Administrators:** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Name: Amy Schmitte (EPC) Company: Henderson County Address: 1 Historic Courthouse Square, Suite 6 Hendersonville, NC 28792 Telephone: 828-694-5624 Email: aschmitte@hendersoncountync.gov	Name: David A. Hance Division: NC DEQ, DEACS Address: 1639 Mail Service Center City/State/Zip: Raleigh, NC 27699-1639 Telephone: 919-707-8122 Email: david.hance@deq.nc.gov

- 15.0 Assignment:** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16.0 Procurement:** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- 16.1 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.
- 16.2 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.
- 16.3 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.

GRANT CONTRACT NO. CW50177
Community Waste Reduction and Recycling (CWRAR)

17.0 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.

18.0 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:

- 18.1 Title VI of the Civil Rights Act of 1964, as amended;
- 18.2 Civil Rights Restoration Act of 1987, as amended;
- 18.3 Section 504 of the Rehabilitation Act of 1973, as amended;
- 18.4 Age Discrimination Act of 1975, as amended;
- 18.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- 18.6 Title IX of the Education Amendments of 1972, as amended;
- 18.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- 18.8 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, based on race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

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

19.0 E-Verify: To the extent applicable, the Grantee represents that it and each of its s, 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.

20.0 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.

21.0 Survival: Any provision contained in this or any other Contract Document that contemplates performance or observance after the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22.0 Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement by their duly authorized representatives on the day and year below.

Henderson County

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

Grantee's Signature

Department Signature or Authorized Assignee

Amy Schmitte Environmental Programs Coordinator

Printed Name and Title

Printed Name and Title

Henderson County

Organization

Department

Date

Date

Henderson County Other

Finance Director Signature

Printed Name and Title

Organization

Date

2024 Community Waste Reduction and Recycling Grant

Henderson County Household Hazardous Waste Expansion



Submitted: February 15, 2024

TABLE OF CONTENTS

PROJECT TITLE	3
CONTACT INFORMATION	3
GENERAL REQUIREMENTS.....	3
RECYCLING SERVICES AT KEY GOVERNMENT BUILDINGS	3
PUBLIC BUILDINGS FLUORESCENT LIGHTS/ MERCURY DEVICES COLLECTION AND RECYCLING.....	3
INTRODUCTION	4
PROJECT DESCRIPTION	4
ANTICIPATED SERVICE LIFE.....	5
COMMUNITY PROGRAM NEED	5
HOUSEHOLDS IMPACTED BY PROPOSED PROJECT.....	5
ESTIMATE OF WASTE REDUCTION IMPACT	6
PARTNERSHIPS.....	6
PROJECT IMPLEMENTATION MILESONES AND TIMELINE	6
PROJECT BUDGET	7

PROJECT TITLE

Henderson County Household Hazardous Waste Expansion

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

Telephone number: (828) 694-6524

Fax number: (828) 698-6014

E-mail address: aschmitte@hendersoncountync.gov

GENERAL REQUIREMENTS

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

RECYCLING SERVICES AT KEY GOVERNMENT BUILDINGS

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

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

Offices, break rooms, and common areas have small blue labeled recycling bins for staff and citizens to use (away-from-home). Staff are provided with instructions on proper preparation of recyclables before discard. Additionally, all staff break rooms or mail rooms are provided with 5-gallon buckets for used batteries. Solid Waste has a toner cartridge drop off site set up in the mail room for proper disposal.

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

PUBLIC BUILDINGS FLUORESCENT LIGHTS/ MERCURY DEVICES COLLECTION AND RECYCLING

Henderson County Facilities Services staff regularly change and collect used fluorescent light bulbs and other mercury-containing devices from the county's public buildings. These spent bulbs, mercury switches, mercury containing thermostats, and other related items are collected and stored in a designated space, where they are packed and shipped to a designated recycler on an as-needed

basis. Universal waste rules apply and require that our materials are not stored beyond one calendar year.

Additionally, Henderson County received the Mercury Products Recycling Grant from NC DEACS in 2014 and has established a drop-off program for citizens at the Convenience Center. The grant provided a dedicated building for storage of mercury-containing lamps and devices and allowed Henderson County to collect over 1,700 pounds of used products from the community last fiscal year.

INTRODUCTION

Henderson County Solid Waste strives to offer exceptional recycling services to residents. The Henderson County Convenience Center offers a wide range of recycling capabilities including single stream (paper, plastics, metal), glass, electronics, textiles, cooking oil, batteries, antifreeze, motor oil and oil filters, mercury-containing products, white goods/scrap metal, and sharps. In addition, Henderson County has expanded recycling in the last few years to also include a residential food waste drop-off and most recently has added recycling options for foam-polystyrene food service and packaging materials.

Henderson County also holds six household hazardous waste and paint collection dates throughout the year. These events allow residents a safe location to dispose of their household chemicals, cleaners, pesticides, fertilizers, paint, and paint related items.

PROJECT DESCRIPTION

Henderson County Solid Waste is proposing to purchase a second Household Hazardous Waste storage building and pour a new concrete slab for the building to be situated on. Currently, Henderson County has one storage building with three bays available. This building is used for storage of Household Hazardous Waste between events and before a material pickup takes place.

Photo 1: Current HHW building at the Convenience Center



As Henderson County continues to see population growth, the Convenience Center and Transfer Station expect to bear the impact of increased usage as residence increases. The Henderson County Household Hazardous Waste events are currently close to capacity with storage capabilities. Household Hazardous Waste materials such as chemicals, cleaners, pesticides, and fertilizers are stored at the Convenience Center while paint and paint related items are stored at the Transfer Station. As the County grows, the Transfer Station and Convenience Center will need to adapt to support the additional customers. Henderson County Solid Waste is preparing the Transfer Station with the addition of a third transfer

station shed. This construction of an additional shed will greatly improve on site safety and increase capacity of both recycling and municipal solid waste. With the construction of the new shed, multiple buildings will need to be demolished to accommodate the site changes. This includes a building that is utilized as storage space for Household Hazardous Waste event materials, supplies, paint, and paint related items. The new construction will also consolidate all Household Hazardous Waste and paint collection to the Convenience Center. Previously, Household Hazardous Waste and paint would utilize two different drop off locations to assist with traffic flow and management. The addition of a second Household Hazardous Waste storage building will not only help to increase storage availability for the collected chemicals, cleaners, pesticides, and fertilizers but it will also greatly assist with the transition of moving event materials, supplies, paint, and paint related items to a central storage location at the Convenience Center.

ANTICIPATED SERVICE LIFE

The additional Household Hazardous Waste building has a structural warranty for 15 years and a 1-year warranty on the exterior paint finish coating. With regular cleaning and maintenance, it is expected to have a useful life past the 15-year warranty. Henderson County has plans to continue their Household Hazardous Waste collection events into the foreseeable future as it provides a valuable service to the residents of Henderson County and benefits the community by protecting the environment by offering safe, proper disposal options for hazardous materials. Henderson County will continue to serve the community by offering these collection events throughout the year. Henderson County will budget for the cost of running Household Hazardous Waste collection events with funds from fees collected from solid waste user fees. The County may pursue other grant funding to expand or improve the program in the future if the need arises.

COMMUNITY PROGRAM NEED

The project will support the current Household Hazardous Waste Program offered by Henderson County as well as allow for expansion of the program and the ability to meet the needs of a growing community. Henderson County already offers six collection events each year. With these events the current storage facility typically reaches capacity by the time a pickup of the material is scheduled. Additional Household Hazardous Waste storage would allow for the County to be able to ensure it has the capacity to meet the needs of the community and offers the option to expand the program as needed.

The six events offered by Henderson County each year are the best and safest way for residents to properly dispose of their unused or unwanted Household Hazardous Waste material. Expanding and improving on the material storage ability allows for the County to continually meet the needs of a growing community.

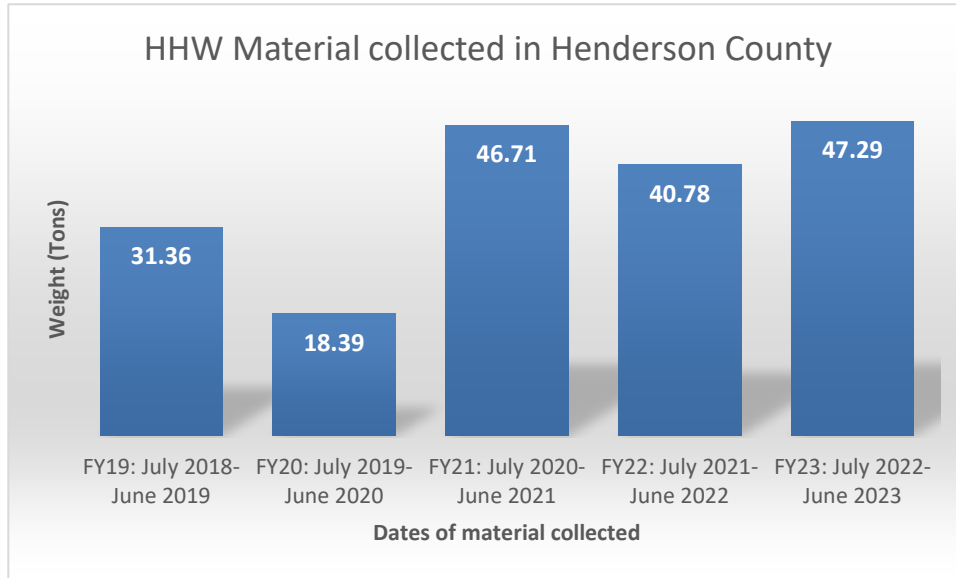
HOUSEHOLDS IMPACTED BY PROPOSED PROJECT

Henderson County Solid Waste services are available to about 50,000 households throughout the County which encompasses approximately 118,000 residents. All residents in Henderson County can utilize the Household Hazardous Waste collection events. The County currently offers these events to residents six times per year with three events in the Spring and three events in the Fall.

ESTIMATE OF WASTE REDUCTION IMPACT

As Henderson County continues to grow, the Household Hazardous Waste program and amount of material collected is expected to grow as well. While it is hard to predict an exact estimate on the material that will be safely collected, diverted, and properly disposed of by the program in the coming years, data shows us that the program has grown substantially since Fiscal Year 2019, apart

Graph 2: HHW collected material including weights from flammable solids, oxidizing material, poisonous material, flammable liquids, corrosive material, compressed gasses, paint, and fertilizer.



from the first year of covid impacting event collection. Henderson County has collected between 40-48 tons of material each fiscal year for the past three years. There has also been consistently over 1,000 participants in the program for each of the last three fiscal years, an increase from Fiscal Year 2019 when there were 759 participants. Solid Waste anticipates

collection weights to continue to range from 40-60 tons each year over the next few years, factoring in growth as new homes are built and new residents join the Henderson County community.

PARTNERSHIPS

Henderson County contracts with 3RC to run the six Household Hazardous waste events throughout the year. Henderson County partners with the NC Department of Agriculture and Consumer Services for their Pesticide Disposal Assistance Program (PDAP). Each year PDAP assists in the safe disposal of pesticides that Henderson County receives from residents. In addition, last Fall Henderson County piloted a partnership with Habitat for Humanity to increase the reuse of still usable, good quality paint and paint related material. Habitat for Humanity participated in each of the three Fall events and would survey the paint dropped off by residents and collect any usable paint to take as a donation for their organization. Habitat for Humanity is typically able to accept paint for reuse that is at least half full with no rust on the cans and has a readable label. Through the pilot, Habitat was able to accept roughly 430 gallons of paint, each at least half full, for reuse. Henderson County plans to continue each of these partnerships into the future.

PROJECT IMPLEMENTATION MILESONES AND TIMELINE

The timeframe for the HHW building and concrete slab installation.

- July 1, 2024- Begin work on grant project. Complete Installation of concrete, HHW building delivered and installed, and invoices complete and sent to county or on before April 30, 2025.
- May 30, 2025- Submit all invoices and a Draft of the Final Report to DEACS.
- June 30, 2025- Final report submitted and approved by the NCDEACS staff.

PROJECT BUDGET

Project Elements	Estimated Cost		
HHW Building and delivery	\$ 61,000		
Concrete	\$ 4,500		
Project budget	Total Project Cost	State Grant Award	Applicant Cash Match
Total	\$ 65,500	\$ 50,000	\$ 15,500



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

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



Henderson County Solid Waste

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

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

4/12/2024

Date

Environmental Programs Coordinator

Title



Signature

Henderson County Board of Commissioners

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

January 2, 2024

To: Office of State Budget and Management, Director, and Chief Fiscal Officer

Certification:

We certify that Henderson County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level.

Sworn Statement:

Rebecca K McCall and J. Michael Edney being duly sworn, say that we are the Board of Commissioners Chair and Board of Commissioners 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.

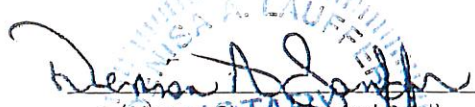


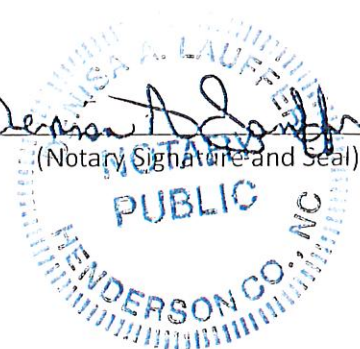
Rebecca K. McCall – Board of Commissioners Chair



J. Michael Edney – Board of Commissioners Vice Chair

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



(Notary Signature and Seal)


My Commission Expires: 1/5/2027