
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
AUGUST 19, 2024
6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

YouthVoice Delegate to the NCACC Annual Conference

Cumberland County Resource Conservation Workshop Representative

The CARE Center 2024 Purple Ribbon Award

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of Induction of 2024 Agricultural Hall of Fame Nominee
- B. Approval of Proclamation Recognizing Sickle Cell Awareness Month
- C. Approval of Contract for Solid Waste Transfer, Transport, and Disposal Services
- D. Approval of Budget Ordinance Amendments for the August 19, 2024 Board of Commissioners' Agenda
- E. Adoption of Resolution Directing Legal Action to Demolish the Coliseum Inn
- F. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. License Agreement for Operation of Café at West Regional Library
 - 2. Government Services Center Parking Deck Capital Project Budget Ordinance #250559 and Declaration of Official Intent to Reimburse Expenditures
 - 3. Proposed State Legislative Goals for Submission to NCACC
 - 4. Cumberland County Community Development Block Grant Program and Home Investment Partnership Program Amended Cooperation Agreement
 - 5. Consideration to Transfer Unobligated Funding to Public Sector Workforce: Rehiring Public Sector Staff and Associated Budget Ordinance Amendment #B250626

3. PUBLIC HEARINGS

- A. Public Hearing and Approval of Resolution for the Issuance of Tax-Exempt Bonds Not

Exceed \$40,000,000 by the Public Finance Authority to Finance the Cost of Acquiring, Constructing, Equipping, and Furnishing the New Medical School on Behalf of Cumberland County Hospital System, Inc. D/B/A Cape Fear Valley Health System

- B. Revision of the Minimum Housing Code

Rezoning Cases

- C. CASE # ZON-24-0026
 - D. CASE # ZON-24-0019
 - E. CASE # ZON-24-0024
- 4. ITEMS OF BUSINESS **There are no Items of Business for this Meeting**
 - 5. NOMINATIONS **There are no Nominations for this Meeting**
 - 6. APPOINTMENTS
 - A. Transportation Advisory Board (2 Vacancies)
 - B. Juvenile Crime Prevention Council (4 Vacancies and 6 Designees)
 - 7. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

September 3, 2024 (Tuesday) 9:00 AM
September 16, 2024 (Monday) 6:45 PM
October 7, 2024 (Monday) 9:00 AM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 8/13/2024

SUBJECT: YOUTHVOICE DELEGATE TO THE NCACC ANNUAL CONFERENCE

BACKGROUND

Daniel Corley represented Cumberland County at YouthVoice 2024, the 13th Annual Youth Summit hosted by the North Carolina Association of County Commissioners (NCACC) August 9-10, 2024, in Forsyth County. YouthVoice is held during the NCACC's Annual Conference and in partnership with 4-H Youth Development and Boys & Girls Clubs of North Carolina.

YouthVoice provides participants the opportunity to learn about the role of county commissioners and the county budgeting process, as well as develop leadership and communication skills. This year's agenda included a session on bridging generational gaps for effective teams.

Daniel is a member of the Game of Drones 4-H Club where he helped lead the Bladen and Cumberland drone team in a competition earlier this year at North Carolina Agricultural and Technical State University (N.C. A&T). He is a senior at Alger B. Wilkins High school and a member of the track and field team where he loves to compete in the 400 meter. His plans after high school include following in his mother's footsteps and enlisting in the U.S. Army.

RECOMMENDATION / PROPOSED ACTION

Recognize Daniel Corley for representing Cumberland County at the 2024 YouthVoice Summit.



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 8/12/2024

**SUBJECT: CUMBERLAND COUNTY RESOURCE CONSERVATION WORKSHOP
REPRESENTATIVE**

BACKGROUND

Cumberland Soil & Water Conservation District sponsored Azlyn Raja of Fayetteville as Cumberland County's representative to the Resource Conservation Workshop (RCW) held June 16-24, 2024, on the campus of N.C. State University.

The RCW workshop offers students a chance to participate in hands-on studies at NCSU in subjects such as soil health, water quality, forestry, wildlife and other environmental topics. Students get to experience a bit of college life as they live in the dorms during their time at the workshop. RCW also offers the opportunity of earning scholarships.

The RCW is sponsored by the Division of Soil and Water Conservation of the N.C. Department of Agriculture and Consumer Services, the Crop and Soil Sciences Department of N.C. State University, and the N.C. Association of Soil and Water Conservation Districts, in conjunction with the Hugh Hammond Bennett Chapter – Soil and Water Conservation Society of America, N.C. Soil and Water Conservation Commission.

Azlyn is a homeschooled student with a long list of accomplishments, volunteer service and a dedication to environmental studies. She intends to pursue an environmental law degree in the future.

RECOMMENDATION / PROPOSED ACTION

Recognize Azlyn Raya for her participation in the Resource Conservation Workshop.



COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA B. CHILDERS

DATE: 7/31/2024

**SUBJECT: APPROVAL OF INDUCTION OF 2024 AGRICULTURAL HALL OF FAME
NOMINEE**

BACKGROUND

The Cumberland County Agricultural Hall of Fame Committee met on Tuesday, July 30, 2024, and selected Mr. Clifton McNeill Jr. as the 2024 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Enclosed is supporting background information on Mr. McNeill.

RECOMMENDATION / PROPOSED ACTION

Approve the induction of Mr. Clifton McNeill Jr. into the Cumberland County Agricultural Hall of Fame.

ATTACHMENTS:

Description	Type
Clifton McNeill 2024 Hall of Fame Bio	Backup Material

**Cumberland County
Agricultural Hall of Fame
2024
Nomination Form**
(Return completed form by June 30, 2024)

Nominee's Full Name: Clifton McNeill, Jr.

Is the Nominee living? If living, please provide the following information:

Address: 1421 Clifton McNeill Road

Hope Mills, NC 28348

Phone: 910-309-4754

If deceased, please provide the following information:

Name of nearest relative: Barbara McNeill - Wife

Address: 1421 Clifton McNeill Road

Hope Mills, NC 28348

Phone: 910-309-4754

Nominator: Will Walters

Address: 4190 Yarborough Road

Hope Mills, NC 28348

Phone: Home 910-484-2883 Cell 910-322-6971

Eligibility:

- Nominee can be living or nominated posthumously.
- Agriculture work/achievements must have been accomplished in Cumberland County.
- Applications must be submitted using the application form (preferably typed).
- Applications must be submitted by the application deadline.
- No more than one (1) candidate will be inducted each year.
- Citizens of Cumberland County are eligible (individual can be a former citizen of Cumberland County, as long, as they were a citizen during their contribution to agriculture).

Please complete the following information about the Nominee

Please describe the nominee's farming operation/agricultural work: Clifton McNeill grew up on a farm in Grays Creek on the same land granted to the McNeill family by the King of England and farmed by his ancestors for generations. He graduated from Grays Creek High School in 1967 and from N.C. State University in 1971 with a degree in Agricultural Engineering. His part-time job while attending NCSU was with the N.C. Department of Agriculture. After graduating in May, he began his 30-year career with the N.C. Department of Transportation. After a few years working outside of Cumberland County, he was transferred to Fayetteville in 1975 and was able to move back home where he helped his family continue to farm. In 1991 he started growing strawberries and greenhouse tomatoes. This was his passion as he, like his father, loved the people and the crop. He continued to farm for over 20 years. Eventually his father's health began to decline, and the decision was made to rent out the farm in order to focus on his father's healthcare.

Please describe the nominee's significant accomplishments and major contributions to agriculture in Cumberland County: Since Gray's Creek High School opened in 2003, Clifton has been supportive of the FFA Program through assisting with grant funding, providing a local farm for students to access, and giving his time to assist in any way he could. He was a member of the Grays Creek Ruritan Club and was very instrumental in starting the kids' baseball league in Grays Creek.

Total years of service contributing to Cumberland County agriculture: 60+ Years

Nominee's agricultural leadership roles, honors, awards: He served on the Cumberland County Board of Adjustment for several years and he was on the Cumberland County Planning Board. He served 10 years on the South River EMC Board of Directors. Mr. McNeill replaced his father as a supervisor on the Cumberland County Soil and Water Board in 2011.

Nominee's major civic, religious, or public service contributions: McNeill has been a member of Green Springs Baptist Church for over 60 years where he has served as deacon, Sunday School teacher, Youth Leader, Pastor Search Committee Chair and Church Treasurer. In all his volunteer service, Mr. McNeill has always been motivated to give back to the community that has supported him throughout his life.

Returned completed forms and supporting documentation by June 30, 2024 to:

**Cumberland County Cooperative Extension
Attn: Agricultural Hall of Fame
Charlie Rose Agri-Expo Center
301 East Mountain Drive
Fayetteville, North Carolina 28306**



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 8/13/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING SICKLE CELL
AWARENESS MONTH**

BACKGROUND

A request was received for a proclamation recognizing September 2024 as Sickle Cell Awareness Month in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Sickle Cell Awareness Proclamation

Type

Backup Material

Proclamation

WHEREAS, during National Sickle Cell Awareness Month, we recognize the perseverance and strength of the community of people living with this disease and recommit to developing more effective treatments; and

WHEREAS, approximately 100,000 Americans have Sickle Cell Disease – a group of inherited blood cell disorders that can cause acute, chronic pain and serious health complications, including infections, strokes, organ damage, vision problems and serious fatigue; and

WHEREAS, living with sickle cell disease often means putting the goals and plans of everyday life on hold to accommodate the demands of the disease, enduring frequent unplanned hospital stays and struggling to pay for costly treatments not covered by insurance; and

WHEREAS, there is no widely available cure for Sickle Cell Disease. While bone marrow and stem cell transplants can work for some people, low donor availability and treatment related complications put those options out of reach for many living with the disease; and

WHEREAS, although Sickle Cell Disease affects people of all backgrounds, it disproportionately affects Black and Hispanic Americans. Every year, 2,000 babies are born with Sickle Cell Disease in the United States; and

WHEREAS, Cumberland County is proud to stand with the Sickle Cell Disease Association of America this month and push for better treatments, education, and outcomes for sickle cell warriors.

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, on behalf of the citizens of Cumberland County, do hereby proclaim September 2024 as Sickle Cell Disease Awareness Month in Cumberland County and urge citizens to learn more about the disease and the progress made in reducing the burden of this disease on our fellow citizens.

Adopted this 19th day of August, 2024.

Dr. Toni Stewart, Vice Chairwoman
Cumberland County Board of Commissioners



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 8/13/2024

SUBJECT: APPROVAL OF CONTRACT FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES

BACKGROUND

At the June 19, 2023, Board of Commissioners meeting the board determined Green for Life Environmental (GFL) to be the bidder with the best proposal; accepted the selection of GFL to transfer, transport, and dispose solid waste for the county; and granted permission for staff to enter negotiations for detailed scope of work for hauling and disposal of solid waste to the GFL facility in Sampson County.

The contract is for an initial term of three (3) years with the option to renew on same terms and conditions for up to a total of two (2) additional one-year terms and has a not to exceed amount of \$12,390,960 over the initial three-year term. The contract has undergone pre-audit and has been deemed legally sufficient by the County Legal Department. Funding is available within the Solid Waste budget.

Until construction of the Cumberland County Transfer Station is completed, the County will divert a portion of MSW through the Fayetteville Transfer Station to the GFL facility in Sampson County.

RECOMMENDATION / PROPOSED ACTION

County Management and the General Manager for Natural Resources recommend approval of the following actions by the Board of Commissioners:

1. Approve the contract with Green for Life Environmental (GFL) in the amount not to exceed \$12,390,960.
2. Authorize the Chairman to execute the attached contract that has received preaudit certification and been

determined to be legally sufficient.

ATTACHMENTS:

Description

Contract for Solid Waste Transfer, Transport, and Disposal Services

Type

Backup Material

SOLID WASTE DISPOSAL and TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of July, 2024 by and between COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina (hereinafter called "CUSTOMER") and SAMPSON COUNTY DISPOSAL, LLC., a North Carolina corporation, (hereinafter called "SCDI").

WHEREAS, the Customer has a need for Solid Waste Transfer, Transport and Disposal Services; and

WHEREAS, the Customer issued a RFP, included as *Attachment A* and incorporated herein by reference, to solicit waste transportation services; and

WHEREAS, Customer has determined, based on Bid Response, included as *Attachment B* and incorporated herein by reference, desires SCDI to transport Customer's non-hazardous waste to the SCDI Sanitary Landfill for disposal, and SCDI desires to provide such transportation and disposal services for the Customer in accordance with and subject to the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, the Customer and SCDI, each intending to be legally bound, agree as follows:

1.0 DEFINITIONS

1.01 Customer Waste -Any Solid Waste or approved Special Waste generated within the jurisdictional limits of Customer that has been controlled by Customer (or by any waste collection service operating under contract with Customer) and/or processed through Customer's Solid Waste system (including, without limitation, Customer's convenience centers and transfer station). Customer's Waste will be delivered to the SCDI Sanitary Landfill by SCDI (or by any mutually approved waste collection service operating under contract with SCDI) in waste collection vehicles containing only Customer Waste.

1.02 Disposal Fee -The amount set forth in Section 7.01 hereof, as adjusted, charged by SCDI for the performance of disposal services hereunder.

1.03 Governmental Approvals -All permits, licenses and approvals required for the expansion, construction and/or operation of the SCDI Sanitary Landfill.

1.04 Hazardous Waste -Any chemical, compound, mixture, substance or

article which is designated by the United States Environmental Protection Agency or by any State having jurisdiction to be "hazardous" as that term is defined by or pursuant to federal or state law.

1.05 Non-Conforming Waste -Any waste excluded from the definition of Solid Waste and any Special Waste which has not been approved by SCDI and, if required, by any governmental agency having jurisdiction.

1. 06 SCDI Sanitary Landfill -The Solid Waste sanitary landfill operated by SCDI and located off of Highway 24 in Sampson County, North Carolina.

1. 07 Solid Waste -Any garbage, trash, rubbish, brush and other waste material allowed under the Governmental Approvals issued for the operation of the SCDI Sanitary Landfill but excluding (a) any Hazardous Waste, and (b) any other material not allowed pursuant to applicable laws and regulations.

1.08 Special Waste -Any Customer Waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains and added element of expense to transport or dispose of as determined by SCDI or requires approval from any State agency and/or SCDI. Examples of such Special Waste types may include, but are not limited to: white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill.

1.09 1 Ton = 2,000 pounds.

2.0 SCOPE OF SERVICES

Subject to the terms and conditions hereof, SCDI agrees that it will transport Customer Waste from Cumberland County Transfer Station to be located at the Ann Street Landfill at 698 Ann Street, Fayetteville, NC 28301 to the SCDI Sanitary Landfill for disposal and SCDI agrees that it will accept such Customer Waste for disposal services at the SCDI Sanitary Landfill from and after the date hereof in accordance with and subject to the terms and conditions of this Agreement.

3.00 DISPOSAL SERVICES

3.01 Disposal Operations -From and after the date hereof, SCDI shall accept all Customer Waste delivered by SCDI to the SCDI Sanitary Landfill for disposal. SCDI shall have complete control and direction over all of the disposal operations and practices at the SCDI Sanitary Landfill subject, however, to the supervision of federal and state agencies having jurisdiction thereover. This Agreement is for the performance of specific services

described herein. Under no circumstances or condition shall the operation of the SCDI Sanitary Landfill by SCDI in accordance with this Agreement be deemed a public function, nor shall the Customer or any other person or entity acquire any interest, ownership or otherwise, in any of the real or personal property or improvements or fixtures at the SCDI Sanitary Landfill by Virtue of this Agreement.

3.02 Inspection of SCDI Sanitary Landfill- The Customer may, on a reasonable basis as the Customer deems necessary and after giving SCDI advance written notice, make inspections of the SCDI Sanitary Landfill during normal business hours, however, such inspections shall be made only by authorized employees or agents of the Customer accompanied by the SCDI site manager or any other person designated by the SCDI site manager. Such inspections shall not unreasonably interfere with SCDI's performance of any of its operations at the SCDI Sanitary Landfill. Customer is under no duty to inspect the operations of SCDI and the failure to inspect shall not, in any way, create liability on the part of the Customer to SCDI.

3.03 Compliance with Laws and Permits -SCDI shall conduct disposal operations with respect to services performed hereunder in accordance with all applicable federal and state laws, rules and regulations, and the terms and conditions of the Governmental Approvals issued for the operation of the SCDI Sanitary Landfill.

3. 04 Holidays – SCDI is open Monday through Friday between 6am and 5pm and Saturdays from 6am to 12pm. The following days shall be holidays for purposes of this Agreement:

Thanksgiving Day
Christmas Day

SCDI may decide to observe any or all of the above-mentioned holidays by suspension of disposal services on the holiday. SCDI will give the Customer advance written notice of SCDI's observance of any holiday.

3.05 Title- Title to Acceptable Customer Waste delivered to SCDI shall pass to SCDI when accepted by SCDI at the SCDI Sanitary Landfill. Acceptance is completed upon delivery to the SCDI Sanitary Landfill and non-rejection by SCDI within a reasonable amount of time. Notwithstanding any provision of this Agreement to the contrary, title to and liability for Non-Conforming Wastes, Non-Acceptable Wastes shall remain with the Customer and shall never pass to or be assumed by SCDI.

3.06 Non-Exclusive Use of SCDI Sanitary Landfill- The use of the SCDI Sanitary Landfill by the Customer shall be non-exclusive and, in addition to the disposal of Customer Waste pursuant to this Agreement, SCDI shall have the absolute and unrestricted right to accept for disposal any waste materials not covered by this

Agreement and brought to the SCDI Sanitary Landfill by any other municipality or other body, corporation, person or other entity, public or private, for disposal, and the absolute and unrestricted right to establish from time to time all fees, deductions, discounts, credits and allowances, and charge and retain such fees, for disposal of any waste material (other than Customer Waste).

3.07 Inspection of Customer Waste -SCDI shall have the right to inspect any incoming loads of Customer Waste delivered to the SCDI Sanitary Landfill for disposal for compliance hereunder and reject any Non- Conforming Waste, Non Acceptable Waste. Customer shall remove and properly dispose of all such Non-Conforming Waste at Customer's expense.

3.08 Covenant for Delivery of Waste. As reflected in its Request For Proposal, the Customer covenants and agrees that it will annually deliver or cause to be delivered approximately 6800 tons per month of Cumberland County Solid Waste to the Cumberland County Transfer Station for disposal at the SCDI facility. The Customer acknowledges that the SCDI terms hereunder, including rates, were provided in reliance on the Customer's covenant to deliver approximately such tonnage. To the extent allowed by law, the customer shall: (I) exclusively use the SCDI facility for disposal of Cumberland County Waste delivered to the Cumberland County Transfer Station and;(II) not contract with any other person for services which are the same or similar to those provided by SCDI pursuant to this agreement.

4.00 EFFECTIVE DATE

This Agreement shall be effective with the execution of this Agreement by the Customer and SCDI and upon completion and occupancy of the Cumberland County Transfer Station on or about July 1, 2024, and the delivery of Customer Waste to the SCDI Sanitary Landfill and performance of disposal services by SCDI hereunder shall commence on the date hereof in accordance with the terms and conditions of this Agreement.

5.0 INDEMNITY

5.01 Indemnity of SCDI -To the extent applicable by law, SCDI will indemnify and save harmless the Customer from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by the Customer to the extent resulting from (a) any breach by SCDI of any of its agreements hereunder, and (b) any negligent act or omission of SCDI, its employees or agents in the performance of services under this Agreement; provided, however, that SCDI shall not be obligated to indemnify the Customer from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from negligent act or omission of the Customer or of any of its

officers, agents, servants, employees or contractors or to the extent resulting from any breach by the Customer of any of its agreements hereunder.

6.0 TERM

This Agreement shall begin 1st day of July, 2024, and is for an initial term of three (3) years with the option to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms.

7.0 RATES FOR WASTE DELIVERED TO THE LANDFILL

7.01 Base Rate -For Customer Waste transportation and disposal services rendered hereunder, SCDI will charge and the Customer will pay to SCDI, without set-off or deduction, forty-five Dollars- and no/100 (\$45.00) per Ton of Customer Waste, as adjusted in accordance with the terms and provisions of Sections 7.02, 7.03, and 7.04 hereof, for each Ton of Customer Waste accepted at the SCDI Sanitary Landfill for disposal. This Base Rate includes the current \$2.00 per ton State of North Carolina Trash Tax.

This base rate is based on an average twenty-two (22) tons load per trailer per month. If the average tons per month per load is less than twenty-two (22) tons, then all loads will be billed at twenty-two (22) tons. SCDI will email load weights to Customer on a daily basis.

SCDI further agrees that the Base Rate applies to the disposal of Customer Waste in a sanitary landfill disposal cell that is lined in accordance with applicable laws and regulations.

Until Cumberland County Transfer Station is completed and occupied on or about December 2024, County can bring MSW to Fayetteville Transfer Station (located at 583 Winslow Street Fayetteville, NC) and shall be billed \$45.00 per ton.

7.02 CPI Adjustment – On the twelve (12) month anniversary day from the start of the contract 1st day of May 2024, and every annual anniversary thereafter during this agreement and any additional terms of this agreement, the Base Rate then in effect shall be increased by the percentage of increase in the Consumer Price Index for All Urban Consumers (All Items -U.S. City Average), Water, Sewer and Trash-Garbage and Trash-Sub-Index as published by the U.S. Department of Labour, Bureau of Labour Statistics (CPI). If the index is negative, there will be no increase. The measurement period will be the preceding January through December with the anniversary date increase based on December 2024 statistics. December statistics are published in the following month of January.

7.03 A fuel adjustment will be allowed if Diesel fuel exceeds \$3.00 per gallon. The adjustment will be based on fifty-five (55) miles per round trip, \$3.00 per gallon and fuel use of five (5) miles per gallon. For example, if fuel is \$4.00 per gallon, then \$4.00-\$3.00 equals \$1.00 times fifty-five (55) miles per trip divided by five (5) miles per gallon would equal \$11.00. The fuel surcharge would be \$11.00 per haul for that month.

7.04 Change in Law Fees. Etc. - In addition, SCDI shall have the right to increase the Base Rate at any time due to changes in Local, State and Federal regulations including but not limited to process, state or local taxes. These additional costs will be billed as a straight pass through to the County. The County will be notified thirty (30) days in advance of any such increase and will be provided documentation to substantiate any additional charge. Increases will not be unreasonably refused.

7.05 Billings to Customer- SCDI will invoice the Customer on a monthly basis for disposal services rendered during the preceding month. Customer will remit payment for each invoice to SCDI within twenty-five (25) working days of the date of such invoice. Such billing shall be based on the Disposal Fee as adjusted pursuant to Sections 7.02, 7.02, 7.03 and 7.04 hereof.

SCDI shall not invoice for any amounts not specifically allowed for in the RFP and are not agreed on within this contract.

- Beginning July 1, 2024 for FY 2025, the contract shall not exceed \$3,892,320.
- Beginning July 1, 2025 for FY 2026, the contract shall not exceed \$4,125,696.
- Beginning July 1, 2026 for FY 2027, the contract shall not exceed \$4,372,944.

On the renewal date of each subsequent year of the contract period, the price of the contract will be increased as noted in paragraph 7.02 from the preceding year. An estimated increase of 6% is reflected in the not to exceed prices shown above.

8.0 RESPONSIBILITY OF THE CUSTOMER

8.01 Operation of the Transfer Station- The Customer shall operate and is responsible for all aspects of the Cumberland County Transfer Station including but not limited to (i) inspecting and acceptance of waste; (ii) rejection and coordination of proper disposal with excluding hazardous waste and other unacceptable materials. The Customer agrees to provide all personnel required for the operation of the Cumberland County Transfer Station. The Customer and SCDI each acknowledge and agree that such personnel will be Customer employees and shall have no employment or other relationship with SCDI.

8.02 Loading Acceptable Solid Waste- The Customer shall be responsible for the loading of all acceptable solid waste into SCDI trailers. The Customer will not damage the

trailers during the loading operation. The Customer agrees to compensate SCDI for all damages to SCDI equipment as a result of negligent, reckless, or intentional acts by the Customer, excluding reasonable wear and tear. Customer will use its best efforts to achieve maximum payloads for each loaded trailer, without violating State or Federal Department of Transportation overweight statutes.

8.03 Tarping Trailers- Customer will be responsible for tarping the trailers. Each trailer will be provided with tarps operable from the ground. Customer will insure acceptable solid waste does not extend above the top of the trailer or inhibit covering resulting in trailers exceeding any height restrictions.

8.04 Equipment Parking- Customer will provide parking for SCDI equipment for this agreement and allow SCDI reasonable access to this equipment when the Cumberland County Transfer Station is closed. SCDI agrees to hold Customer harmless for any damage which might occur during such time as its personnel or equipment may be on the property of the Customer when it is closed.

8.05 Movement of Trailers- Customer shall provide the equipment and be responsible for the movement of trailers at the Cumberland County Transfer Station for the purpose of loading and staging full trailers.

9.0 RESPONSIBILITY OF SCDI

9.01 General Responsibility- SCDI is responsible for providing adequate number of trucks, trailers and licensed drivers to transport all acceptable solid waste from the Cumberland County Transfer Station to a proper final destination in compliance with all local, State and Federal laws, rules and regulations.

9.02 Litter, Spillage- SCDI shall haul acceptable waste in such a manner that leaking, spilling or blowing from the vehicle is prevented. In the event of any spillage, SCDI shall immediately clean up the litter and perform such other clean-up, removal or remedial actions as required, in an environmentally acceptable manner.

9.03 Hauling- SCDI shall be solely responsible for all aspects of such transportation of acceptable waste from the Cumberland County Transfer Station to the ultimate point of disposal and agrees to operate all vehicles and otherwise engage in safe transportation principles according to generally accepted standards for the transportation of such material under the supervision of qualified, trained personnel and in accordance with the terms of this agreement and all applicable laws, ordinances, regulations and orders.

9.04 Maintenance of Vehicles- All vehicles used to transport acceptable waste from the Cumberland County Transfer Station shall be road-worthy and in good condition and repair. SCDI shall inspect all vehicles and trailers on a regular basis to ensure its vehicles and trailers are safe and in compliance with the terms of this agreement and all applicable

laws. Customer may refuse to accept at the Cumberland County Transfer Station any vehicle which is in violation of this agreement or any highway laws.

10.0 INSURANCE

SCDI shall maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. Before commencement of work hereunder, SCDI will furnish Customer with certificate(s) of insurance to the effect that such insurance has been procured and is in force. Cumberland County shall be listed as "Additionally Insured".

SCDI shall carry the following types of insurance in at least the minimum limits, specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen ' s Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Liability	\$1,000,000 aggregate
Automobile Property Damage Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

11.0 DEFAULT

Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such breach and the party breaching shall have failed to commence to cure such beach within said thirty (30) day period and pursue diligently to completion thereof, then the other party may terminate this Agreement; provided, however, that the foregoing provisions relating to

notice of breach and cure shall not apply to any failure of Customer to pay SCDI for services rendered hereunder .

12.0 MISCELLANEOUS

12.01 Transferability -No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Customer without the express prior written consent of SCDI or by SCDI without the express prior written consent of the Customer, except that SCDI without the consent of the Customer may assign and delegate any of its rights and obligations under this Agreement or subcontract the performance of any services to be rendered hereunder to any corporation or other entity which controls, or is controlled by, or is under common control with SCDI.

12.02 Force Majeure -The obligations of SCDI and Customer hereunder are subject to and excused in the event of the occurrence of any contingency beyond its reasonable control including, without limitation, (i) strikes, riots, pandemic, wars, acts of God, accidents, (ii) compliance with any law, regulation, order or decree, and (iii) the denial, loss, suspension, expiration, termination, revocation or failure of issuance or renewal of any permit, license or other governmental approval required to construct and/or operate the SCDI Sanitary Landfill. Any work performed by SCDI outside of normal working hours due to a Force Majeure event will be considered outside of this agreement and will be negotiated and mutually agreed upon before work begins.

12.03 Severability -In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added as apart of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.

12.04 Cumulative Remedies -all rights, remedies and powers shall be deemed cumulative and not exclusive of any rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed to be a waiver of any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and

as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.

12.05 Independent Contractor -No Agency-SCDI will act hereunder as an independent contractor and not as an agent of the Customer. Similarly, the Customer is not an agent of SCDI or empowered or authorized to obligate SCDI in any way.

12.06 Entire Agreement -This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and cancels and supersedes all prior negotiations, representations, proposals, understandings and agreements, either written or oral, relating to the subject matter hereof. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties.

12.07 IRAN DIVESTMENT ACT – Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

12.08 E-VERIFY - CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

(Signatures on following page)

EXECUTED by their duly authorized representatives, who hereby certify that their signatures below bind the parties to the terms and conditions of this Agreement, as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

By: _____
Name: Andrea Tebbe
Title: Clerk

By: _____
Name: Glenn Adams
Title: Chairman, Board of County Commissioners

ATTEST:

SAMPSON COUNTY DISPOSAL, LLC

By: _____
Name: Jeremy Freeman
Title: General Manager

By: _____
Name: Ted Habets
Title: Area Vice President

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

By: Rabie K. Davis
County Finance Director

Approved for Legal Sufficiency upon formal
execution by all parties.

By: Stephy J. Murrell Date: 8-7-24
County Attorney's Office

ATTACHMENT A



Request for Proposals #23-18-SW

**For Solid Waste Transfer, Transport, and Disposal Services for
Cumberland County**

Date of Issue: January 18, 2023

Questions Due Date: February 15, 2023 (Wednesday) at 12:00 PM (EST)

Proposal Due Date: February 27, 2023 (Monday) at 2:00 PM (EST)

Direct all inquiries concerning this RFP to:

Lorena Santos

Purchasing Manager

Email: cumberlandpurchasing@cumberlandcountync.gov

Phone: 910-678-7743

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County is seeking proposals from qualified firms to provide solid waste transfer, transport, and disposal services from the County's Solid Waste Management Facility, where the County is seeking to permit a Municipal Solid Waste Transfer Station, which will utilize the County's existing baling facility or a new transfer station in the vicinity of the old demolition landfill.

Only qualified firms may propose, except for proposals for disposal services only. Qualified firms are limited to those that have operated and maintained a municipal solid waste (MSW) transfer station for a minimum of five (5) years and have transported MSW in accordance with federal and state requirements for a minimum of five (5) years, under the firm's existing or prior name.

The County intends to contract for a short-term transfer, transport, and disposal contract for an initial period of five (5) years, with the County retaining the option of renewing for one extension of either two (2) or five (5) years. This contract would be for a diversion of approximately 50% of the waste stream coming into the County's Ann Street Landfill.

The County understands that some firms want to act as a prime contractor and provide all or most of the requested services through a combination of the firm's forces and subcontractors to the firm. The County encourages such firms to submit proposals but does require one firm to be the prime for all or most of the services.

Currently, solid waste disposal services are provided to the County and its residents by Cumberland County Solid Waste at 698 Ann Street, Fayetteville, NC 28301. The Ann Street Landfill has approximately eight (8) years of remaining life for MSW and/or construction and demolition (C&D) waste.

The County is beginning the planning process to permit, design and construct an MSW transfer station at their Solid Waste Management Facility located at 698 Ann Street, which will allow the County to either redevelop their existing baling facility or construct a new facility in the vicinity of the old demolition landfills. RFPs received will be compared to the County's Transfer Station Cost Evaluation Model (to be developed) to determine the best option or combination of options for the County.

Cumberland County Average Annual Tonnage		
Fiscal Year	C&D Tons	MSW (Tons)
2017-2018	39,193	144,366
2018-2019	62,291	134,999
2019-2020	52,066	136,850
2020-2021	44,394	139,318
2021-2022	41,413	139,077
Approximate Average	47,671	138,922

Source: NCDEQ, NC County Waste Disposal Reports for FY 2017-2022,
deq.nc.gov/about/divisions/waste-management/sw/data/annual-reports

Solid Waste Quantities

On average the County's residents, businesses, and convenience centers dispose of approximately 47,671 tons of C&D waste and 138,922 tons of MSW (5-year average from 2017 through 2022) at the Ann Street Landfill.

Should the County elect to enter into an agreement for transfer, transport, and disposal, or disposal only, the County does not guarantee the quantities of MSW waste that will be managed.

The terms "Vendor" and "Contractor" are used interchangeably throughout this RFP. The terms "County" and "Owner" are used interchangeably throughout this RFP.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i></p> <p><i>RFP #23-18-CTY For Solid Waste Transfer, Transport, and Disposal Services for Cumberland County</i></p> <p><i>Cumberland County Finance Office</i> <i>Attn: Lorena Santos</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i></p>	<p><i>PROPOSAL TITLE:</i></p> <p><i>RFP #23-18-CTY For Solid Waste Transfer, Transport, and Disposal Services for Cumberland County</i></p> <p><i>Cumberland County Finance Office</i> <i>Attn: Lorena Santos</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or **before Monday, February 27, 2023, at 2:00 PM per the clock in the Finance Department** regardless of the method of delivery. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- Submit **one (1) signed, original executed** proposal response, **five [5] photocopies**, and **two [2] electronic copies** on USB flash drives.
- Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- The two (2) electronic copies of your proposal must be provided on USB flash drives. The files on the USB flash drives **SHALL NOT** be password protected, shall be in .PDF and/or .XLS format, and shall be capable of being copied to other media including being readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>. Vendors who submit a notice of

intent to bid by email (CumberlandPurchasing@cumberlandcountync.gov) will receive addendums by email.

The public bid opening will be held at **2:00 PM, as per the clock in the Purchasing Office of the Finance Department on Monday, February 27, 2023 at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.**

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to cumberlandpurchasing@cumberlandcountync.gov by **12:00 PM (EST) on Wednesday, February 15, 2023.** Vendors should enter **"RFP #23-18-SW SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES FOR CUMBERLAND COUNTY: Questions"** as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the questions submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it

is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing.** Vendor’s notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. ***Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.***

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in proposal rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Contractor. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question-and-answer period described in Section 2.3.

If the vendor does not submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any alternatives or deviations proposed by any vendor.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County will determine whether it will conduct interviews and which firms it will interview based on the number of responses and the information contained in the responses. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject all proposals.

3.4 EVALUATION CRITERIA

All proposals will be evaluated, and award made based on considering the following criteria to result in an award most advantageous to the County:

No.	Criteria	Points
1.	Contractor qualifications and experience	20
2.	Contractor equipment, facilities, and approach	20
3.	Proposed cost of service	30
4.	Contractor financial strength and stability	10
5.	Ability to service the County through the term of the contract	10
6.	References	10
	Total	100

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors, or to cancel this RFP in its entirety without awarding a contract, if the County determines it is most advantageous to the County to do so.

Following the deadline for receiving proposals, Cumberland County will review the proposals and develop a short list of firms to be interviewed, based on score. Those firms that are invited to **interview** will be expected to have key personnel available for presentation and interview at a future date to be set by the County.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

The County is seeking the services of a qualified Contractor with extensive knowledge and background to transfer, transport, and dispose MSW and/or C&D waste in a safe, reliable, cost-effective, and environmentally sound manner that complies with all rules and regulations established by local, state and federal laws.

4.1 SCOPE OF WORK

Contractor agrees to provide transfer, transport and/or disposal services originating from a permitted municipal solid waste facility for the terms specified in the agreement. Transfer pricing would include the operation of a County owned facility. The Contractor shall agree to take title to and ownership of waste upon receipt of the waste from 698 Ann Street, Fayetteville, NC and will be solely responsible for transporting and disposal of the waste at a permitted MSW landfill, including costs for spillage, litter control, liabilities and for any fees or fines connected with the operations, transport, and disposal of MSW.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

Proposals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The proposal must be divided into tabbed sections (not including an attachments section) with references to all parts of this RFP and be done on a section number/paragraph number/letter basis. The tabbed sections and attachments shall be named as noted below. Complete responses are required. All submittals must contain the following requested information in the format specified below:

Section 1. Contractor Qualifications and Experience

Include company name, business address and website address. Provide the type of organization (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc. Provide the year established and include former name(s) and year(s) established, as applicable.

Provide the name, title, address, and telephone number of your company's primary contact for this contract. The person identified must have the authority to make binding commitments for the Company and its subcontractors.

Provide the names, background, and relevant experience of the management team (Transfer Facility Superintendent, Administrative Assistant, and their Supervisor) proposed to execute the work. In all instances, indicate whether the management team's experience came with the Contractor, or with previous companies. The identified Transfer Facility Superintendent will serve as the County's primary point of contact during execution of the work, and will maintain responsibility for the day-to-day operation, maintenance, and MSW and/or C&D waste transport services specified in the Agreement between Cumberland County and the Contractor.

Provide the following information summarizing your company's experience with:

Waste Transfer Station Operation

- Facility name, location, ownership, and dates of operational responsibility. At a minimum, all facilities operated within the last five (5) years should be included.
- Facility description, including capacity, average tons handled, type(s) of waste, and equipment used.
- Responsibilities and Personnel (number of staff).
- Client references, including name, position, and current contact information for all facilities operated within the last five (5) years.

Waste and/or Material Transport

- Years of experience in truck fleet operation.
- Description of transport contracts including length of contract; number of personnel; number, type and size of vehicles involved; type of material transported; and number of miles travelled. At a minimum, all transporting contracts within the last five (5) years should be included.
- Description of how vehicles are maintained, including the location(s) of vehicle maintenance facilities.
- Provide your USDOT number and/or your MC/MX number(s) associated with the organization proposed to provide the transporting service to the County.
- Client references, including name, position, and current contact information for all transporting contracts maintained over the previous five (5) years.

For all waste transfer stations which your company operates, provide a complete list of Notice of Violations (NOV) received since January 1, 2015. Provide the facility name, NOV description, Facility Manager's name, and indicate if/how the NOV was addressed and resolved.

Section 2. Contractor Equipment, Facilities, and Approach

Describe your approach to executing the scope of services delineated in this RFP. Your approach must include a discussion of the materials, equipment, and methods your Company will use to transfer, transport, and dispose of the County's MSW and/or C&D waste. Where appropriate and

when proposing to transfer, transport, and dispose from the proposed County facility provide additional discussions on how your Company will protect and maintain the integrity of the facility, including minimizing wear and tear to the tipping floor, push walls and tunnel slab and preventing damage to these and other structures. In discussing your overall approach, provide the following information:

Personnel

- Contractor shall describe their project teams and demonstrate that they have a sufficient number of properly qualified personnel to perform the work that is required under the terms and conditions of the Agreement. Briefly describe personnel roles and responsibilities.
- Discuss procedures and ability to add temporary staff to accommodate increased waste amounts.
- List and briefly describe any training programs, including health and safety training, that your Company provides for staff involved in transfer station operation and waste transporting activities.

Equipment

Provide a listing of transporting equipment that will be used to execute the work. Provide the following minimum information for each transporting vehicle proposed:

- Manufacturer, model, and year
- Horsepower and MPG rating (loaded and unloaded)
- Capacity
- Gross vehicle weight rating and gross combination weight rating
- Payload volume
- Vehicle dimensions
- Top cover description

Provide a listing of transfer station waste handling equipment that will be used to execute the work. Describe in detail the approach to compact MSW and/or C&D waste once it has been placed in the transporting vehicles. When proposing to transfer, transport, and dispose from the proposed County facility the approach should outline strategies, methods, and equipment that will minimize wear and tear to the structures. Preference will be given to equipment that is designed and sized in a manner that will minimize the potential for damage to the structures.

Facilities

Identify and describe the off-site facility that will be used for fleet maintenance and servicing.

Section 3. Proposed Cost of Service

Provide costs as indicated in Attachment D: Cost Proposal. Contractor may include alternate pricing for other approaches.

Section 4. Contractor Financial Strength and Stability

Contractor shall indicate their financial ability to manage this contract. Contractor shall list other similar contracts, approximate annual amount of the contract, and the end of the term. Provide financial statements that indicate the contractor can manage a contract of this size. Also provide the name of insurance company or companies that provide coverage to include all activities of transfer, transport, and disposal of solid waste and the policy limits for:

- a. general liability
- b. automobile liability
- c. any umbrella coverage
- d. workers compensation

Section 5. Ability to Service the County through the Terms of the Contract

Project the number of years of capacity available at the disposal facility.

Section 6. References

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CERTAIN CONTRACT TERMS AND CONDITIONS

The contract will contain terms addressing the following requirements set forth in this Section 5 and such other terms as deemed necessary by the County.

5.1 IRAN DIVESTMENT ACT

Contractor certifies that it is not a company that is identified on a list created by the State Treasurer pursuant to G.S. 147-86.58 as a company engaging in investment activities in Iran.

5.2 E-VERIFY

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor certifies that it is not a company that is identified on a list created by the State Treasurer pursuant to G.S. 147-86.58 as a company engaging in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term and Effective Date as stated in the project scope. The CONTRACTOR shall begin work under the Contract within 10 business days of the Effective Date.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 INVOICES

Invoices shall be submitted to Cumberland County at an address to be specified within the Contract. Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.10 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.11 APPLICABLE LAW

The contract will be governed by North Carolina law.

5.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County or any of its officers, officials or employees of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County 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.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards, and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
13. **AFFIRMATIVE ACTION:** The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
14. **VENDOR REGISTRATION:** Vendors are not required to register as a vendor in the County's system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment Lists made pursuant to Articles 6E and 6G of Chapter 147 of the North Carolina General Statutes.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- _____ This proposal was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold its offer firm through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	FAX NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	EMAIL:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT D: COST PROPOSAL

Base pricing schedule

The Contractor does not have to submit pricing for all options and may submit other options and associated pricing.

Transfer, Transport, and Disposal from an Existing Permitted Facility in the County

Transfer Pricing

Contractor offers the following pricing for MSW Transfer, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

- 1.1 For all tons, the unit price for all the services set forth in the Agreement for the five (5) year term, with the option for one two (2) or one five (5) year extension at the same price, is equal to:

_____ dollars and _____ cents

(\$ _____ per ton of Acceptable Waste)

MSW Transport Proposed Pricing

Contractor offers the following pricing for MSW based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

- 1.2. For all tons, the unit price for all the services set forth in the Agreement for the five (5) year term, with the option for one two (2) or one five (5) year extension at the same price, is equal to:

_____ dollars and _____ cents

(\$ _____ per ton of Acceptable Waste)

MSW Disposal Proposed Pricing

Contractor offers the following pricing for MSW Disposal, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

- 1.3 For all tons, the unit price for all the services set forth in the Agreement for the five (5) year term, with the option for one two (2) or one five (5) year extension at the same price, is equal to:

_____ dollars and _____ cents

(\$ _____ per ton of Acceptable Waste)



Request for Proposals #23-18-SW

For Solid Waste Transfer, Transport, And Disposal Services for Cumberland County

Addendum I

A. Modification to Language

B. Due Date Extension

(County responses and changes are in red)

A. Modification to Language

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.3 PROPOSAL QUESTIONS

Questions will be answered in an addendum that will be posted on Wednesday, February 22, 2023.

2.5 URGED AND CAUTIONED SITE VISIT

Urged and Cautioned Site Visit

Date: 3/1/2023

Time: 2:00 PM Eastern Time

Location: Solid Waste Administrative Building
698 Ann Street, Fayetteville, NC 28301

Instructions: Vendors representatives are URGED AND CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. A non-mandatory site visit is scheduled for 2:00 PM Eastern Time at the Solid Waste Administrative Building – 698 Ann Street, Fayetteville, NC 28301.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposals, must be confirmed by written addendum before it can be considered to be a part of this proposal.

B. Due Date Extension

The bid opening date has been extended for this RFP. All bids must be received in accordance with the RFP by **2:00 PM on Friday, March 31, 2023.**



RFP# 23-18-SW REQUEST FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES FOR CUMBERLAND COUNTY

Addendum II

A. Questions/Answers (County responses and changes are in red)

A. Questions/Answers:

1. The RFP states that it is "seeking to permit a MSW Transfer Station". It is not clear in the RFP if the County is stating that they are going to build a transfer station and if the requested RFP quotes are for when the transfer station is completed. Can you clarify and give more detail on this?

Yes, the County intends to permit and to build a transfer station. The RFP is for transfer and disposal services only. The permit application will be provided on or about March 1st for reference to the prospective bidders.

2. There is no effective date in the RFP. Under section 5.5 Contract Terms it states that the effective date "as stated in the project scope". Section 4.0 Scope of Works does not mention an effective date.

The effective date of the contract shall be July 1, 2024.

3. The RFP states that the contract would be for a diversion of approximately 50% of the waste stream into the County's Ann Street Landfill, but "does not guarantee the quantities of MSW". We would need some sort of guarantee, that although not guaranteeing exact tonnage, it would guarantee 50% of the Ann Street Landfill volume.

The plan is for the waste from the City of Fayetteville and Cumberland County collection sites. Tonnage for the past two years is in the table below:

	2019-2020	2020-2021
City of Fayetteville	59,397	65,229
Cumberland County	22,831	18,103
Total	82,228	83,332

4. What is the intended start date of the contract?

The effective date of the contract shall be July 1, 2024.

5. Does the County already have engineering or initial site plans for the proposed transfer station? If yes, can these be shared? If no, does the County have bid specifications already drafted for the construction of the transfer station? If yes, can these be shared?

The permit application will be provided on or about March 1st for reference to the prospective bidders.

6. What is the current rate the Ann Street Landfill is charging for MSW waste disposal? For C&D waste disposal?

The fee schedule is published on the website.

https://www.cumberlandcountync.gov/docs/default-source/solid-waste-documents/fee-schedules/sw-fees-fy21.pdf?sfvrsn=da7c0c56_2

7. Is all Cumberland County, NC waste collected by the County and/or are private haulers required to be delivered to the Ann Street Landfill or are private contractors allowed to use alternative landfills or transfer stations?

The County collects solid waste from 16 container sites. Private haulers are not required to deliver to the Ann Street landfill. The tipping fee for residential waste is included in the County's availability fee. There is no tipping fee for residential loads at the Ann Street landfill.

8. Does the County operate the scale house and all operations on the site or is all/some of the work subcontracted to a third party operator? If some is subcontracted to a third party contractor, which operations are subcontracted and are these contracted to a date specific? What is the annual value of the subcontracted work?

The County operates the scale house and all the operations on the site. One option is asking for the cost of operating the transfer station in addition to transport and disposal.

9. Who is the County's current engineer of record?

The County has engaged Smith Gardner Inc. to develop the transfer station permit application and has engaged HDR Engineering to provide 30% design drawings for the purposes of a future Design-Build RFQ for the construction of the transfer station.

10. Is the current bale facility operating daily? If yes, who operates the bale facility - County staff or third party? How much volume is baled in a daily or monthly basis? What material is baled in the facility? Are any proceeds generated from the sale of baled materials (such as cardboard) and who keeps the revenue associated from such sale?

The current bale facility is used for recycling activities including cardboard and electronics management. It is County staffed. The County will continue to manage this site. One option is asking for the cost of operating the transfer station in addition to transport and disposal.

11. Is MSW and C&D waste currently buried in the landfill cells together or do separate landfill cells built/maintained for MSW and for C&D waste materials?

Cumberland County operates a C&D landfill and a MSW landfill. They are separate landfills.

12. How much of the reported volume is County-controlled waste delivered to the facility and how much is delivered by third party haulers?

The only County-controlled waste is through our container sites. Please reference Question 3.

13. What are the current operating days/hours of the Ann Street Landfill and baling facility?

Ann Street landfills and any operations conducted at the baling facility and container site are operated from 6:30 am to 4:00 pm, M-F. Saturday hours are 6:30 am to noon and we are closed on Sundays.

14. The RFP contemplates transferring up to 50% of the current volumes to a different disposal site. What is proposed for the remaining 50% of the volumes? Is this to be buried at the Ann Street Landfill to help lengthen the remaining life of the landfill and postpone closure of the site?

The remaining 50% of the volume will be disposed of in the Ann Street Landfill. The purpose of this diversion is to allow space for material mined in the balefill. www.cumberlandcountync.gov/annstreetplan

Yes, the reduction in volume is proposed to extend the life of the MSW landfill while additional horizontal and vertical expansions are designed, permitted, and constructed.

15. What is the amount of closure and post-closure funds that the County has in cash reserves for the site in terms of closure/post-closure financial assurance?

That question is best answered through an information request through the PIO office. This question should not have relevance with respect to this RFQ.

16. Does the County own any additional land continuous to the current site? If yes, what is the acreage and what is its current zoning designation?

No

17. In reference to the operation of the transfer station, I have the following operational questions. Even though there is currently not a transfer station in operation I request the following answers. What are the hours of operation going to be?

The hours of operation will be the same as the current operation.

18. Can you provide us any historical shipment data? 12 months volume by day or week?

We do not have any historical shipment data. This is a brand new transfer station.

19. What will be your anticipated average tons per load?

20-22 tons

20. How do you anticipate that the trash will be loaded?

The current anticipation that trash will be loaded is via an elevated (partial grade separation) tipping floor, into open top transfer trailers via a front-end loader.

21. Back in in pit or drive through pit?

The proposed transfer station will have drive through pits on each side for transfer trailer service.

22. Do you have a functioning Pit scale?

The County is requesting pricing for various scenarios. In the event that the award does not include transfer operations, a pit scale will be included. The County will not include pit scales if a transfer contract is awarded. However, the vendor may elect to include them.

23. Do you anticipate loading via an excavator or front end loader?

The current anticipation that trash will be loaded is via an elevated (partial grade separation) tipping floor, into open top transfer trailers via a front-end loader.

24. Do you have space for the carrier to store empty trailers? If so, how many?

There will be a planned space for 3-4 empty trailers and 3-4 full trailers onsite.

25. Would you allow the drivers to park their cars onsite to start their day there?

Yes

26. Will this be a drop and hook facility? Will they require a spotter?

If the contractor operates the facility, then the answer to both questions is that will be their decision how to operate. If the County operates the facility, it will be drop and hook.

27. Will the vendor perform loading?

Yes, if they operate the facility. The County is asking for pricing for transfer and may elect to award for transfer. However, there is a potential scenario where the County would operate the transfer station, i.e., perform loading and award contracts for hauling and disposal.

28. What type of containers will we be transferring waste from?

We do not have a contract for disposal, so we do not know what options are available at this time. The contractor may provide cost options.

29. We will bid on the disposal portion of the RFP only, so will we be in compliance to include information and references for our disposal contracts and omit the transfer station NOVs and references as we aren't bidding on those portions of the RFP?

Yes

30. As both MSW and C&D volumes are included in the RFP, can you clarify if the disposal portion of the pricing page is for 50% of the County's MSW only or also for C&D volume?

50% of MSW only



RFP# 23-18-SW REQUEST FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES FOR CUMBERLAND COUNTY

Addendum III

A. Questions/Answers

(County responses and changes are in red)

A. Questions/Answers:

1. Addendum 2 Question 3- Estimated tonnage listed of 83,000 tons per year, is that the number the County is looking to divert or is it 50% of that number.

The plan is for all MSW from Cumberland County container sites and from the City of Fayetteville collections trucks to be diverted. The two-year average from Cumberland County container sites and from the City of Fayetteville collections trucks is 83,332 tons per year as noted in the Addendum 2 Question 3 response. That is the total tonnage to be diverted. Note that this is more than 50% of the total five-year average MSW of 138,922 tons listed under Section 1.0 of the RFP.

2. Correction for Question 13 of Addendum II.

REPLACE "Saturday hours are 6:30 am to noon and we are closed on Sundays." WITH "Saturday hours are 8:00 am to noon and we are closed on Sundays."



**RFP# 23-18-SW REQUEST FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL
SERVICES FOR CUMBERLAND COUNTY**

Addendum IV

A. Questions/Answers

(County responses and changes are in red)

A. Questions/Answers:

1. What type of trucks would be delivering waste to the disposal site, transfer trailers or route trucks (e.g., Rearload, ASL)?

Trucks that come to the site are route trucks, e.g., rear loaders, front loaders, side loaders, and rollovers. There are no transfer trailers.

2. In addendum 1 and in the pre bid meeting it was mentioned that your permit application would be available around 3/1/23. I have not seen the information on any of the recent addendums. Is the information available?

Transfer station permit documents submitted to DEQ can be found at the following link:

<https://rsgengineers.egnyte.com/fl/FxZsxNgSGC>



**RFP# 23-18-SW REQUEST FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL
SERVICES FOR CUMBERLAND COUNTY**

Addendum V

A. Questions/Answers

(County responses and changes are in red)

A. Questions/Answers:

1. I understand they are the type trucks delivering waste now to your site. Will they also be delivering to your chosen site for the RFP or via transfer trailers? Mainly wondering what type of trucks would be delivering waste if our disposal site was selected in your RFP. We are only bidding the Disposal Option.

Semi-trucks would deliver waste to the disposal site. The proposal should include whether the facility would provide tippers at the disposal site.

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

FCYC MEMBERS WERE NOT IN ATTENDANCE DUE TO SUMMER BREAK

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blausen - Sheriff's Office
 Patricia Carruthers - Department of Social Services
 Melissa Kampe - Finance
 Nydia Johnson - Library
 Anntoinette Wright-Harris - Department of Social Services

LISA BLAUSER - SHERIFF'S OFFICE
PATRICIA CARRUTHERS - DEPARTMENT OF SOCIAL SERVICES
MELISSA KAMPE - FINANCE
NYDIA JOHNSON - LIBRARY

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

FOR INFORMATION ONLY

3. CONSENT AGENDA

Approved A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest

Approved B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.

C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

APPROVED AFTER DISCUSSION

Approved D. Approval of Formal Bid Award for Library Books and Audiovisual Materials

Approved E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake

Approved F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville

Approved G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

- | | | |
|----------|----|---|
| Approved | H. | Approval of Budget Ordinance Amendments for the June 19, 2023 Board of Commissioners' Agenda |
| | I. | Approval of Cumberland County Board of Commissioners Agenda Session Items |
| Approved | 1. | Financial Policies Policy Revision and Budget Ordinance Amendment #B230001 to Transfer Funds to the Capital Investment Fund |
| Approved | 2. | Fiscal Year 2023 Audit Contract Amendment |
| Approved | 3. | FY24 Community Transportation Program (CTP) Service Contract Extensions |
| Approved | 4. | Bid Award for Corporation Drive Outfall Project |
| | 5. | Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects |

BID AMOUNT CORRECTED TO \$225,575.00 AND APPROVED

- | | | |
|----------|----|--|
| Approved | 6. | Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services |
| Approved | 7. | Request for Qualifications (RFQ) for Transfer Station Construction |
| Approved | 8. | Bid Award for 2023 Landfill Gas System Expansion for Cell 9 |

4. PUBLIC HEARINGS

- | | | |
|----------|----|-----------------------------|
| Approved | A. | Street Naming Case - SN0501 |
|----------|----|-----------------------------|

Rezoning Cases

- | | | |
|----------|----|--------------------|
| Approved | B. | Case # ZON-22-0067 |
|----------|----|--------------------|

5. ITEMS OF BUSINESS

- | | | |
|-------------|----|---|
| Approved | A. | Consideration of ARP Committee Recommendations |
| Disapproved | B. | Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353 |

ITEM WILL BE BROUGHT TO THE CROWN EVENT CENTER COMMITTEE

- | | | |
|----------|----|---|
| Approved | C. | Consideration of Request for Qualifications (RFQ) for Hydrogeological Services |
| Approved | D. | Consideration of Request for Qualifications (RFQ) for Water Resources Study |
| Approved | E. | Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities |
| Approved | F. | Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub |

6. NOMINATIONS

- | | |
|----|---|
| A. | Cumberland County Animal Services Board (2) Vacancies |
|----|---|

NOMINEES:

AT-LARGE POSITIONS

**JEFFREY BROOKS
CHARLOTTE DAVIS**

- B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy

NOMINEES:

HOTEL/MOTEL OVER 100 ROOMS REPRESENTATIVE

**CAROL HOGAN
MICHELLE WILLIAMS**

7. APPOINTMENTS

- A. Cumberland County Juvenile Crime Prevention Council

APPOINTED:

MIKE FIALA - JUVENILE DEFENSE ATTORNEY

DAESHA BALDWIN - PERSON UNDER THE AGE OF 21

TERRASINE GARDNER - LOCAL MANAGEMENT/MANAGED CARE (MENTAL HEALTH)

AT-LARGE REPRESENTATIVES

**DR. ANTONIO JONES
DR. MARK KENDRICK**

- B. Joint Fort Liberty and Cumberland County Food Policy Council

APPOINTED:

KENNY BAILEY - MEMBERS WHO WORK IN LOCAL GOVERNMENT

- C. Local Firefighter's Relief Fund Board (1) Vacancy

APPOINTED:

DONNIE GRIFFIN - VANDER FIRE DEPARMENT

- D. Fayetteville-Cumberland Parks and Recreation Advisory Board

APPOINTED:

VICKIE MULLINS

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)

B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S
WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

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H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of

Commissioners' Agenda

- I. Approval of Cumberland County Board of Commissioners Agenda Session Items
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 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
 4. Bid Award for Corporation Drive Outfall Project
 5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects
 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
 7. Request for Qualifications (RFQ) for Transfer Station Construction
 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9
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Rezoning Cases

 - B. Case # ZON-22-0067
5. ITEMS OF BUSINESS
 - A. Consideration of ARP Committee Recommendations
 - B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353
 - C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
 - D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
 - E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
 - F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub
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 - B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy
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 - B. Joint Fort Liberty and Cumberland County Food Policy Council

- C. Fayetteville-Cumberland Parks and Recreation Advisory Board
 - D. Local Firefighter's Relief Fund Board (1) Vacancy
8. CLOSED SESSION
- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
 - B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

****There are No Meetings in July****
August 7, 2023 (Monday) 9:00 AM
August 21, 2023 (Monday) 6:45 PM
September 5, 2023 (Tuesday) 9:00 AM



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR
ENVIRONMENTAL RESOURCES**

DATE: 6/9/2023

**SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR SOLID WASTE TRANSFER,
TRANSPORT, AND DISPOSAL SERVICES**

BACKGROUND

Ann Street landfill will be out of capacity in 2030. The course of action is to construct a transfer station and divert solid waste now while the balefill is being mined. A Request for Proposals was issued to solicit proposals from firms for hauling and disposal. Proposals were received from Waste Management, Republic Services, Waste Connections, and Green for Life Environmental (GFL). All proposals were from qualified vendors with permitted disposal facilities. Three of the contractors provided costs for disposal only. GFL provided a cost for disposal and transport.

All Firms were invited to interview with a panel of County staff. Interviews were conducted on May 26, 2023. During the interview, each contractor provided the location of the facility that they would use for disposal. All the facilities were more than 80 miles one way with the exception of the GFL facility. Although Republic Services offered the lowest disposal price, it was determined that GFL offered the best proposal with the inclusion of both hauling and disposal services and the consideration of distance to the receiving landfills. The proposal included the cost of \$20 per ton for hauling and \$25 per ton for disposal at their facility in Sampson County.

RECOMMENDATION / PROPOSED ACTION

At the June 8, 2023 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below as a consent item on the June 19, 2023 Board of Commissioners' Meeting:

1. Accept the proposal for the Solid Waste Transfer, Transport, and Disposal Services from Green for Life Environmental.

2. Grant permission to enter negotiations for a detailed scope of work for hauling and disposal of solid waste to the GFL facility in Sampson County and prepare the contract for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

Bid Summary

Backup Material



Cumberland County Finance Department
Purchasing Division

Bid Opening - Bid Tab Summary

RFP# 23-18-SW REQUEST FOR PROPOSAL FOR SOLID WASTE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES FOR CUMBERLAND COUNTY

Proposal Due Date: February 27, 2023 at 2:00 PM - Revised Due Date: March 31, 2023 at 2:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	Transfer Pricing	MSW Transport Proposed Pricing	MSW Disposal Proposed Pricing
Waste Management	3/27/23	10:27 AM	✓	No bid	No bid	\$24.00 per ton
Republic Services	3/29/23	3:15 PM	✓	No bid	No bid	\$23.00 per ton
Waste Connections	3/30/23	10:58 AM	✓	No bid	No bid	\$30.00 per ton
Green For Life Environmental	3/30/23	2:12 PM	✓	No bid	\$20.00 per ton	\$25.00 per ton

ATTACHMENT B



**RFP#23-18-CTY For Solid Waste Transfer, Transport and Disposal
Services for Cumberland County**

CUMBERLAND COUNTY FINANCE OFFICE

**Attn: Lorena Santos
117 Dick Street
4th Floor, Room 451
Fayetteville, NC 28301**

**Submitted by:
Ted Habets
Regional Vice President
Sampson County Disposal LLC
7434 Roseboro Highway
Roseboro, NC 28382
910-525-4132 office
843-610-7004 cell
ted.habets@gflenv.com**

**RFP: #23-18-SW For Solid Waste Transfer, Transport, and Disposal
Services for Cumberland County**

Due: Friday March 31, 2023 no later than 2 pm



March 27, 2023

Lorena Santos
Cumberland County Finance Office
117 Dick Street
4th Floor Room 451
Fayetteville, North Carolina 28301

Dear Ms. Santos,

Enclosed please find our response with original signatures marked "Original", five (5) copies and two electronic copies on thumb drives. We have read and understood your RFP#23-18-CTY for Solid Waste Transfer, Transport and Disposal Service for Cumberland County and its Addendums I-V and have responded accordingly.

Please note we have included information regarding the County utilizing the Fayetteville Transfer Station as an interim solution until the Transfer Station is complete. It is located in Section 3 behind the pricing page.

We look forward to meeting with you and your staff to discuss our offering. Thank you for allowing Waste Industries LLC dba GFL Environmental to participate in your solicitation.

Respectfully,

A handwritten signature in black ink, appearing to read "Norma Yanez".

Norma Yanez
Government Contracts Manager



Table of Contents

- Section 1 Contractor Qualifications and Experience**
- Section 2 Contractor Equipment, Facilities and Approach**
- Section 3 Proposed Cost of Service**
- Section 4 Contractor Financial Strength and Ability**
- Section 5 Ability to service the County through the Terms of the Contract**
- Section 6 References**
- Section 7 Attachment B: Execution of Proposal**
- Section 8 Attachment C: Certification of Financial Condition**



Contractor Qualifications and Experience

Sampson County Disposal LLC, a GFL Company (Corporation, publicly traded on NYSE as GFL)

Corporation Principals Listed on Following Page

Landfill Address

7434 Roseboro Highway

Roseboro, NC 28382

910-525-4132 office

Ted Habets, Regional Vice President (authorized to make binding commitments)

US Regional Corporate Office

3301 Benson Dr

Suite 601

Raleigh, North Carolina 27609

843-610-7004 cell

ted.habets@gflenv.com

Sampson County Disposal is not providing a bid number to manage the Transfer Station. Our landfill manager will be the Primary Contact for this contract. He will lead the Management Team.

Joseph Smith cell 910-596-7054 General Manager- 19 years of service at Sampson County Disposal

Rita Wurschum- cell 910-682-0749 Customer Service Representative and billing- 15 years of service at Sampson County Disposal

Mary Woody cell 910-296-3063 Special Waste Coordinator - 8 years of service at Sampson County Disposal

Norma Yanez cell 252-241-2056 Government Contracts Manager-33 years of Service with Waste Industries LLC dba GFL Environmental.

Stella Environmental Services will be our contracted hauler to Sampson County Disposal. They currently provide these same services for us at Fayetteville Transfer Station. This will give a lot of flexibility in their service by being able to utilize more drivers and trucks between the two stations. In case of emergency, Waste Industries LLC dba GFL Environmental can always divert their trucks from Fayetteville Transfer to other local transfer stations that utilize Sampson County Disposal to free tractor trailers and drivers for Cumberland County.

Please find Stella Environmental Services' company information on following pages. Please find a list of Transfer Stations that Waste Industries LLC dba GFL Environmental are currently running (owned and contracted) on the following page.



Since we are not quoting the operation of the Transfer Station, we are not including NOV information as part of this proposal binder. We have provided a list of Transfer Stations that we operate (as owners and as contractors) on the following pages. We have included the same list with more information including NOV's on the electronic copies.

DIRECTORS AND OFFICERS

The following table lists our executive officers and directors as of the date of the filing of this AIF, their respective ages, principal occupations and positions with the Company and is followed by a brief account of the business experience of each of them. The business address for our executive officers and directors is c/o 100 New Park Place, Suite 500, Vaughan, ON, L4K 0H9.

Name and Province or State and Country of Residence	Age	Current Position/Office with the Company
Patrick Dovigi ⁽¹⁾ <i>Ontario, Canada</i>	43	President, Chief Executive Officer and Chairman of our board of directors
Luke Pelosi ⁽¹⁾ <i>Ontario, Canada</i>	42	Executive Vice President and Chief Financial Officer
Greg Yorston ⁽¹⁾ <i>South Carolina, United States</i>	59	Executive Vice President and Chief Operating Officer, Solid Waste
Mindy Gilbert ⁽¹⁾ <i>Ontario, Canada</i>	50	Executive Vice President and Chief Legal Officer
Elizabeth Joy Grahek ⁽¹⁾ <i>Ontario, Canada</i>	64	Executive Vice President, Strategic Initiatives
Edward Glavina ⁽¹⁾ <i>Ontario, Canada</i>	57	Area Vice President, Environmental Services
Dino Chiesa ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾ <i>Ontario, Canada</i>	74	Director
Violet Konkle ⁽¹⁾⁽²⁾⁽⁴⁾ <i>Ontario, Canada</i>	69	Director
Jessica McDonald ⁽¹⁾⁽³⁾⁽⁴⁾ <i>British Columbia, Canada</i>	54	Director
Arun Nayar ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾ <i>Florida, United States</i>	72	Director
Paolo Notarnicola ⁽¹⁾⁽³⁾⁽⁴⁾ <i>New York, United States</i>	48	Director
Ven Poole ⁽¹⁾⁽⁶⁾ <i>North Carolina, United States</i>	60	Director
Raymond Svider ⁽¹⁾⁽⁴⁾ <i>New York, United States</i>	60	Director
Blake Sumler ⁽¹⁾⁽⁴⁾ <i>Ontario, Canada</i>	52	Director

(1) See biography below, which includes principal occupation during the previous five years.

(2) Member of our Audit Committee.

(3) Member of our Nomination, Governance and Compensation Committee ("NGC Committee").

(4) Independent director for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators and NYSE Listing Rules.

(5) Lead independent director.

(6) Mr. Poole will be considered an independent director for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators and NYSE Listing Rules as of March 5, 2023.

Patrick Dovigi

Mr. Dovigi is the Founder, President and Chief Executive Officer and Chairman of the Board of Directors of GFL. In 2007, Mr. Dovigi had a vision to create a company that is a "one-stop shop" provider of environmental solutions. Since then, drawing on the discipline he learned in his earlier hockey career, Mr. Dovigi has driven GFL to become the 4th largest environmental services company in North America. Mr. Dovigi has instilled an entrepreneurial culture in GFL's leadership team with a focus on operational excellence, sustainability and safety as core values. In 2017, he was recognized by Waste360 with a Top 40 under 40 award, and in the EY Entrepreneur of the Year™ Ontario Awards, as Entrepreneur of the Year in the Power & Utilities Sector. In 2022, he was recognized by Waterstone Human Capital as one of Canada's Most Admired CEOs™. Mr. Dovigi currently serves on the board of directors of the Environmental Research & Education Foundation (EREF) and of the Toronto General & Western Hospital Foundation.

Luke Pelosi

Mr. Pelosi has been our Executive Vice President and Chief Financial Officer since October 2018. Mr. Pelosi joined GFL as Director, Mergers & Acquisitions in January 2015 and became Executive Vice President, Corporate Development in October 2016. Mr. Pelosi was also appointed interim Chief Financial Officer in January 2017. Mr. Pelosi held the role of Executive Vice President and Chief Operating Officer until October 10, 2018, during which time Mr. Pelosi worked with Mr. Dovigi on the development and execution of our acquisition strategy. Mr. Pelosi has 18 years of financial management experience with a focus on financial analysis, mergers and acquisitions and general corporate finance. Prior to joining GFL, Mr. Pelosi was a Director in the M&A Advisory group of KPMG LLP where he provided due diligence services to Canadian private equity market investors. Prior to that, Mr. Pelosi worked in KPMG's Complex Accounting group. Mr. Pelosi is a Chartered Professional Accountant and holds a Bachelor's Degree in Commerce from Concordia University.

Greg Yorston

Mr. Yorston joined GFL on November 14, 2018 as Executive Vice-President and Chief Operating Officer, Solid Waste. From 2013 to 2018, Mr. Yorston was Senior Vice President of Operations of Waste Industries and assumed the roles of Chief Operating Officer on January 1, 2014 and President in early 2015. Mr. Yorston has over 30 years of experience working directly within the waste industry. Mr. Yorston worked for 26 years with Waste Management, where he was the Corporate Vice President for Operations and Business Solutions prior to joining Waste Industries. During his tenure at Waste Management, he held various management positions, including 12 years as an Area Vice President with responsibility for collection, recycling and landfill disposal services in the Southeastern United States.

Mindy Gilbert

Ms. Gilbert joined GFL as Executive Vice President and General Counsel in October 2018. Prior to joining GFL, Ms. Gilbert was a partner at a major Canadian law firm for over 16 years. During her time in private practice, Ms. Gilbert specialized in the areas of mergers and acquisitions, securities and corporate law, providing advice to clients in various industries. Ms. Gilbert has served as a member of the Securities Advisory Committee of the Ontario Securities Commission and the Listing Advisory Committee of the Toronto Stock Exchange. She currently serves on the Alumni Board of Osgoode Hall Law School. She holds an LL.B from Osgoode Hall Law School and was called to the Ontario bar in January 1999.

Elizabeth Joy Grahek

Ms. Grahek has been our Executive Vice President, Strategic Initiatives since October 2018. She joined GFL as Vice President, Legal in March of 2011, became General Counsel in May 2014 and Executive Vice President in April 2017. She has an LL.B from the University of Toronto and has practiced law since her call to the bar in 1983, initially in private practice with a small boutique firm in Hamilton, Ontario and since 1997 primarily as in-house counsel for publicly traded and private companies in the waste management sector including as General Counsel of Capital Environmental Resource Inc. from 1998 to 1999 and as Associate General Counsel at Waste Services Inc. (WSI), the successor to Capital Environmental from 2003 until 2010.

Edward Glavina

Mr. Glavina has been our Area Vice-President Environmental Services (formerly Liquid Waste) since April 2020. He joined GFL in April 2016 as the Executive Vice President, Strategic Planning. In August 2018, he became Area Vice President, Liquid Waste Canada. He has worked in the hazardous waste industry for over 10 years, including at Safety-Kleen (Clean Harbors) and Metaflo Technologies, where he had national oversight of a number of functions, including hazardous waste, operations, sales, environmental health & safety, human resources and finance. Prior to the waste industry, Mr. Glavina worked for Cintas, which further enhanced his experience in route-based service businesses. He holds an MBA from the Ivey School of Business at the University of Western Ontario.

Dino Chiesa

Mr. Chiesa has served as a member of our board of directors since 2007. Mr. Chiesa is the Principal of Chiesa Group, a commercial real estate developer and investor founded by Mr. Chiesa in 1990, and a past chair of Canada Mortgage and Housing Corporation, one of Canada's largest financial institutions. Mr. Chiesa is a current member of the Board of Trustees of Morguard North American Residential REIT. From 2004 to 2010, he served as Trustee and Vice-Chair of Canadian Apartment Properties Real Estate Investment Trust (CAP REIT), a TSX-listed Canadian residential real estate investment trust. From 1999 to 2004, he served as Chief

Executive Officer of Residential Equities Real Estate Investment Trust, prior to its merger with CAP REIT. Mr. Chiesa is also a former Director of Dynacare Laboratories Inc., former Member of the Board of Trustees of Sunrise Senior Living Real Estate Investment Trust, and formerly served on the board of two public hospitals. From 1989 to 1999, Mr. Chiesa held several positions within the Government of Ontario, including Assistant Deputy Minister, Municipal Affairs and Housing and Chief Executive Officer of each of Ontario Housing Corporation and Ontario Mortgage Corporation. Mr. Chiesa is the Immediate Past Chair of the Board of Directors of Create TO, an organization established by the City of Toronto to manage the City's real estate portfolio, one of the most expansive, diverse and valuable real estate portfolios in North America. Mr. Chiesa was previously a member of the Expert Advisory Committee on Real Estate Development at Ryerson University. Additionally, he is active in the charitable sector, including in his role as Chair at Villa Charities. Mr. Chiesa holds a Bachelor of Arts in Economics from McMaster University.

Violet Konkle

Ms. Konkle has served as a member of our board of directors since February 23, 2021. Ms. Konkle is the past President and Chief Executive Officer of The Brick Ltd. Prior to joining The Brick Ltd. in 2010 as President, Business Support, she held a number of positions with Walmart Canada, including Chief Operating Officer and Chief Customer Officer. Ms. Konkle also held a number of senior executive positions with Loblaw Companies Ltd., including Executive Vice President, Atlantic Wholesale Division. Ms. Konkle is a Director of The North West Company Inc. (a TSX listed public company), Boyd Group Services Inc. (a TSX listed public company) and serves on the board of directors of three privately held companies, Bailey Metal Products (Concord, ON), Elswood Investment Corporation (Vancouver, BC), and ABARTA (Pittsburgh, PA). She is a past director of Dare Foods, The Brick Ltd., Trans Global Insurance, the Canadian Chamber of Commerce and the National Board of Habitat for Humanity, as well as the Advisory Board of Longo's Fruit Markets. Ms. Konkle holds a Bachelor of Arts and a Master of Arts, both in Geography, from Wilfrid Laurier University, and is a graduate of the Institute of Corporate Directors.

Arun Nayar

Mr. Nayar has served as a member of our board of directors since 2018. Mr. Nayar retired in December 2015 as Executive Vice President and Chief Financial Officer of Tyco International, an over US\$10 billion fire protection and security company, where he was responsible for managing the company's financial risks and overseeing its global finance functions, including tax, treasury, mergers and acquisitions, audit and investor relations teams. Mr. Nayar joined Tyco International as Senior Vice President and Treasurer in 2008 and was also Chief Financial Officer of Tyco International's ADT Worldwide. From 2010 until 2012, Mr. Nayar was Senior Vice President, Financial Planning & Analysis, Investor Relations and Treasurer. Prior to joining Tyco International, Mr. Nayar spent six years at PepsiCo, Inc., most recently as Chief Financial Officer of Global Operations and, before that, as Vice President and Assistant Treasurer—Corporate Finance. Mr. Nayar currently serves on the board of directors of Amcor PLC (NYSE: AMCR), a manufacturer of packaging products and also serves on the board of directors of Rite Aid (NYSE: RAD), a leading retail drugstore in the United States. Mr. Nayar previously served on the board of directors and was Chairman of the Audit Committee of TFI International Inc. (NYSE: TFI), a leader in the transportation and logistics industry. Mr. Nayar is also Senior Advisor to McKinsey and Company and serves on the Americas Advisory Council of ServiceNow, Inc. (NYSE: NOW). Mr. Nayar brings over 40 years of financial experience to the board of directors of GFL. His experience as a chief financial officer provides useful insights into operational and financial metrics relevant to GFL's business. Mr. Nayar holds a Bachelor of Arts in Economics from Delhi University and is a fellow of the Institute of Chartered Accountants in England & Wales.

Jessica McDonald

Ms. McDonald has served as a member of our board of directors since February 10, 2022. Ms. McDonald is the past President and Chief Executive Officer of the BC Hydro and Power Authority, a clean energy utility with over \$5.5 billion in annual revenues and more than 5,000 employees. Ms. McDonald is a director of Coeur Mining (a NYSE listed public company) and Sustainable Development Technology Canada. She is a past board Chair as well as interim President and Chief Executive Officer of Canada Post Corporation, with a group of companies that includes a majority shareholding in Purolator, SCI Logistics and Innovapost. She is a past director of Hydro One (a TSX listed public company), past director and Chair of Trevali Mining Corporation (a TSX listed public company), past Chair of Powertech Labs, one of the largest testing and research laboratories in North America, and director of Powerex, an energy trading company. Ms. McDonald has extensive government experience, including Deputy Minister to the Premier and Head of the BC Public Service. Ms. McDonald holds a Bachelor of Arts degree in Political Science from University of British Columbia, is a graduate of the Institute of Corporate Directors and holds a certification in cybersecurity oversight from the National Association of Corporate Directors and Carnegie Mellon University.

Paolo Notarnicola

Mr. Notarnicola has served as a member of our board of directors since 2018. Mr. Notarnicola is a Partner at BC Partners and led the investment team on GFL. Mr. Notarnicola is a Canadian citizen resident in the United States, overseeing the firm's investment activities in Canada as well as the Business Services sector in North America. Mr. Notarnicola joined BC Partners in New York in November 2014. At BC Partners, Mr. Notarnicola is also a Director of GardaWorld and was previously a Director of Accudyne Industries. Previously, Mr. Notarnicola spent more than eight years at KKR, where he was first a member of its operations team, KKR Capstone, and was subsequently responsible for developing its investment activities in Canada. He is also intimately familiar with the environmental services sector having acted as the lead operating partner in two waste management deals, AVR and Van Gansewinkel, during his prior career at KKR Capstone. Prior to that, Mr. Notarnicola was an investment banker at Lazard Canada and also spent five years as a management consultant with McKinsey & Co. in Canada, the United States and Italy. Mr. Notarnicola holds an M.Sc. degree, summa cum laude from L. Bocconi University and an MBA with high distinction (Baker Scholar) from Harvard Business School. He is a Certified Turnaround Professional (CTP).

Ven Poole

Mr. Poole has served as a member of our board of directors since 2018. Mr. Poole joined Waste Industries in 1990 and served as its Chairman and Chief Executive Officer immediately prior to our acquisition of Waste Industries. From 2002 through 2008, Mr. Poole served as Vice President, Corporate Development of Waste Industries. From 1995 through 2002, Mr. Poole served as Director of Support Services and from 1990 through 1995, he served as Risk Management Director. He holds a B.S. in Aerospace Engineering from North Carolina State University. Mr. Poole has more than 30 years of experience in the solid waste industry and was recently inducted into the National Waste & Recycling Hall of Fame. He currently serves on the boards of directors of the Environmental Research and Education Foundation (Chairman) and St. David's School (Treasurer) and is a member of the board of trustees of North Carolina State University.

Raymond Svider

Mr. Svider has served as a member of our board of directors since 2018. Mr. Svider is the Chairman and a Partner of BC Partners. He joined BC Partners in 1992 and is currently based in New York. Over the years, Mr. Svider has participated and led investments in a number of sectors, including TMT, healthcare, industrials, business services, consumer and retail. He is currently Executive Chairman of PetSmart, Chairman of the Board of Chewy, Inc. (NYSE: CHWY), Chairman of the Board of Valtech SE, Chairman of the Board of Madison Logic and Chairman of the Board of Keter Group Holding SARL, and also serves on the boards of directors of Altice USA (NYSE: ATUS), Navex Global, GardaWorld, Presidio, Inc. and EAB. Mr. Svider previously served as a Director of Accudyne Industries, Teneo Global, Office Depot, Multiplan, Unity Media, Neuf Cegetel, Polyconcept, Neopost, Nutreco, UTL, Chantemur, Intelsat, Cyxtera Technologies and Appgate, Inc. Mr. Svider is the Chairman of the Advisory Board of the Aenova Group, and is also on the Boards of the Mount Sinai Children's Center Foundation in New York and the Polsky Center Private Equity Council at the University of Chicago. Mr. Svider received an MBA from the University of Chicago and a Masters in Science in Engineering from both École Polytechnique and École Nationale Supérieure des Telecommunications in France.

Blake Sumler

Mr. Sumler has served as a member of our board of directors since 2018. Mr. Sumler is the Senior Managing Director, Diversified Industrial and Business Services in the Private Capital group at Ontario Teachers' Pension Plan Board. He joined Ontario Teachers in 2013 and has worked in private equity for more than 15 years. At Ontario Teachers, Mr. Sumler leads the Diversified Industrials and Business Services team and sits on boards of directors of portfolio companies including PODS (APLPD Holdco, Inc.). Previously, Mr. Sumler was a Senior Vice President at Callisto Capital, a mid-market Toronto based private equity firm focused on buyouts and growth capital investments in Canada. Prior to that Mr. Sumler's varied work experience included investment management at a hedge fund, equity research and debt syndication. Mr. Sumler is a CPA and a CFA charterholder. He holds a BA (Chartered Accounting) and a Master of Accounting from the University of Waterloo. Additionally, he is a graduate of the Institute of Corporate Directors.



STELLA ENVIRONMENTAL SERVICES, LLC

**Response to Request for Proposal
RFP 23-18-SW
Solid Waste Long Haul Services
Cumberland County Transfer Station**

ABOUT STELLA ENVIRONMENTAL SERVICES, LLC

Stella Environmental Services, LLC ("Stella" or "Company") is the leading provider of waste transfer station management and logistics services in the southern United States. The Company was founded in 1992 as a family owned business to service the first transfer station built in Houston, Texas. Today Stella is private equity backed and services over 70 transfer stations that range from 100 to over 2,000 tons per day. The company hauls over 7.5 million tons (over 300,000 loads) of MSW annually and provides loading services for over 70% of its volume. Stella also hauls recyclables, recycle residuals, auto fluff, leachate and other waste related materials.



OPERATIONS PLAN

Daily Operations

The Company primarily uses independent contracted owner operators throughout the country to haul the waste from our transfer stations in Stella owned trailers. This model allows us to start up operations quickly as well as scale up and down with volume fluctuations more efficiently. Once through the startup phase we have found the turnover rate of our independent contractors to be much lower than that of company drivers. If turnover does occur independent contractors are easier to replace in today's tight driver market.

The Company has a dedicated Human Resources team that helps recruit and onboard both our employees and independent contractors.

All drivers will utilize Stella's Qv21 dispatch software. Each driver will carry a tablet with them running Qv21 in which the driver will enter load information such as gross vehicle weight and other load specific data from the ticket that they obtain at the landfill. A picture of the ticket is taken and transmitted along with the data so that accuracy can be verified. The software utilizes geofencing technology to ensure that the driver is operating out of the proper transfer station and landfill combinations. The GPS capabilities allow us to track routes, speed and other information that the City can have real-time access to. The software will also provide statistical data such as landfill or station turnaround times.

Currently, Stella has a maintenance shop across the street from the Sampson County Landfill. The shop is currently staffed with five experienced technicians and two mobile unit technicians to service all of our equipment in the area. Stella currently operates five such regional maintenance facilities outside of North Carolina and is experienced in establishing them.

Stella has a comprehensive safety and training program led by Michael Lambert, Director of Safety. Michael joined Stella's leadership team in 2019 with over 35 years of safety and training experience with Republic Services, Waste Management and PepsiCo.

EXPERIENCE AND PAST PERFORMANCE

History and Legal Structure

The Company was founded as Rustin Transportation, LP in 1992 and merged with Sprint Logistics, LP in 2008 (with Sprint Logistics, LP as the surviving entity.) Stella Environmental Services, LLC, a limited liability company, was formed in 2010 for the sole purpose of acquiring Sprint Logistics, LP and completed the acquisition in 2012. Stella Environmental Services, LLC and its predecessors are collectively referred to herein as "Stella" or "Company."

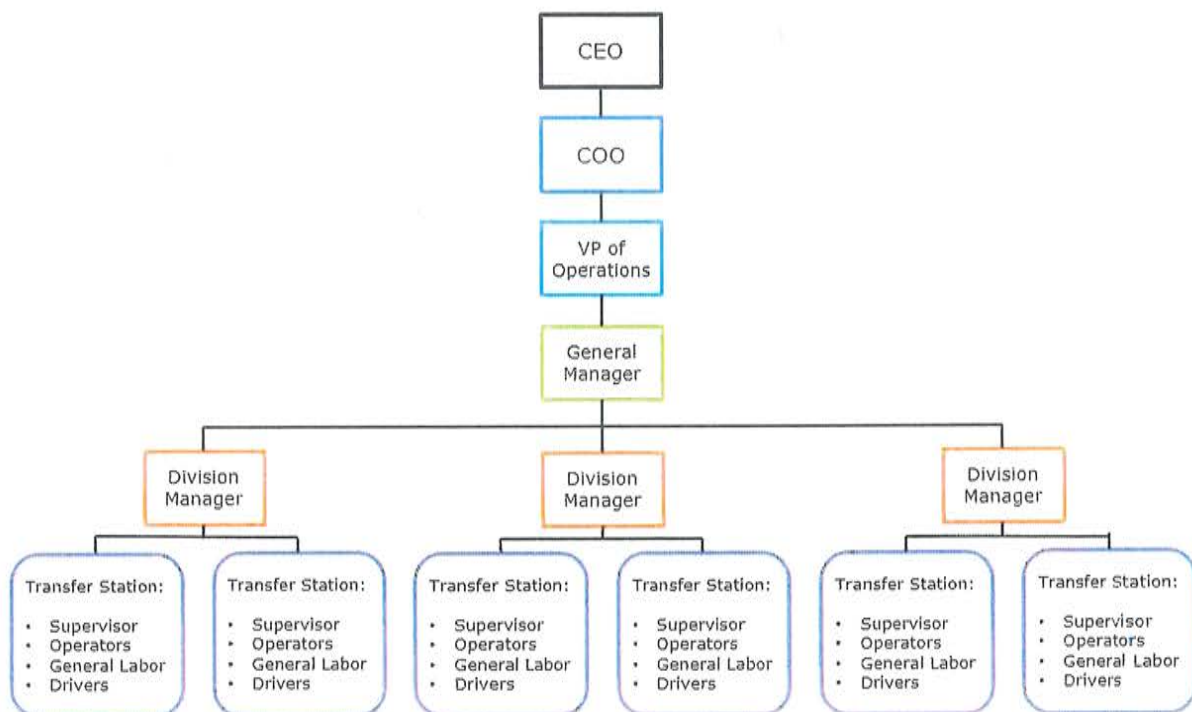
Since its inception in 1992 the Company's primary line of business has been waste transfer station management and logistics services. The company is headquartered in Houston, Texas but

has operations in Texas, Arizona, Louisiana, Mississippi, Georgia, North Carolina, Virginia, Oklahoma, Missouri and Nebraska.

The company is well capitalized, is not under any financial distress and has access to ample capital to procure the necessary equipment to service the transfer stations.

Key Personnel

Stella is organized into three distinct regions, the West Region, Central Region and East Region of which North Carolina is located in the East Region. The East region is led by a VP of Operations that reports directly to the company's Chief Operating Officer.



The Vice President of Operations over Stella's North Carolina and Georgia operation is Scott Sterner. Scott has over 14 years of experience in the waste industry.

The division manager of the operation will be Sinclair Need. Sinclair has been in the waste industry for 15 years. He's worked in transfer station management for CEI, Waste Industries and Stella Environmental. Sinclair has been with Stella for three years.

The company's leadership team members have 10-35 years of experience in all aspects of the waste industry, including transfer station management, logistic services, waste collection, disposal and recycling services.

							
	Heath Eddleblute	Todd Fields	James Stielow	Al Blease	Mike Lambert	Steven Hood	Kevin Rackleff
<i>Role</i>	Chief Executive Officer	President	Chief Financial Officer	Chief Operating Officer	Director of Safety	VP Market Planning & Development	Director, Market Planning & Development
<i>Joined Stella</i>	2018	2013	2018	2019	2019	2020	2017
<i>Years of Experience</i>	25+	25+	25+	25+	35+	20+	20+
<i>Prior Experience</i>		 	  	 	  		 

Experience

Stella currently services over 70 transfer stations that are governed by over 50 contracts. The majority of the contracts are with large corporate entities such as GFL Environmental, Waste Management, Republic Services and Waste Connections. The Company services many municipal transfer stations, however, most of the municipal contracts are through the major waste companies who bid and secure contracts from the municipalities for the collection, transfer station management and disposal of the waste and then subcontract the transfer station operations to Stella.

Stella currently services three other transfer stations near Cumberland (Fayetteville, Wilson and Pender) that deliver 381,000 tons annually to the Sampson County Landfill. Stella also provides loading and station management services for all three of those stations.

Equipment Inventory

Stella has 295 independent contractors with 596 trucks supplemented by approximately 70 company drivers in its total operation. The Company will ensure that the tractors meet or exceed the County's minimum requirements for the work. Our model allows us to scale the number of trucks up quickly as necessary.

Stella currently owns 998 transfer trailers; however, the Company will purchase 10 new 53' tipper trailers, two Cat 950 loaders, one skid steer, one tarp station and one yard jockey for the Cumberland Transfer Station if awarded both the loading and transportation. These trailers can legally carry 24 to 25 tons of municipal solid waste depending on the make-up of the waste. The equipment count will be adjusted as necessary, and Stella has excess trailers at the Roseboro Shop which can be utilized as needed. The Company only buys trailers from the leading transfer

trailer manufacturers in the industry such as Titan, East and MAC Trailers. Each trailer will be equipped with a tarp to secure the load.

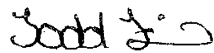
Stella currently owns, maintains and operates 15 tippers and 217 pieces of yellow iron throughout its operation.

INSURANCE

Stella carries a broad scope of insurance policies that meet the minimum requirements detailed in the RFP. Additionally, the company carries umbrella and excess liability policies totaling \$15,000,000 and a pollution liability policy of \$3,000,000.

We would like to thank you for the opportunity to provide this proposal. Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Fields", with a stylized flourish at the end.

Todd Fields
President

GFL Transfer Stations

Facility Name	Permit #	Owner	Operator	Address	Operating Years	Capacity
Garner Transfer Station	9217-Transfer-1994	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	3741 Conquest Drive, Garner, NC 27592	>5	500 Tons/Day
Wake Transfer Station	9234-Transfer-2012	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	9220 Durrant Road, Raleigh, NC 27616	>5	300 Cubic Yards On Site
Sanford Transfer Station	5305-Transfer-2013	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	3290 McDonald Drive, Sanford, NC 27330	>5	500 Tons/Day
Fayetteville Transfer Station	2609-Transfer-2009	City of Fayetteville	Waste Industries, LLC; DBA GFL Environmental	583 Winslow Street, Fayetteville, NC 28301	>5	800 Tons/Day

Burnt Poplar Transfer Station	4122T-Transfer-2012	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	6313 Burnt Poplar Road, Greensboro, NC 27409	>5	400 Tons/Day
Oxford Transfer Station	9102T-Transfer-1997	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	3453 NC-39, Henderson, NC 27537	>5	300 Tons/Day
Stone Park Court Transfer Facility	3214	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	148 Stone Park Court, Durham, NC 27703	>5	800 Tons/Day
Weldon Transfer Station	4205T	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	2211 US 301, Weldon, NC 27839	>5	800 Tons/Day
Wilson Transfer Station	9608T	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	2810 Contentnea Road, Wilson, NC 27893	>5	500 Tons/Day

Black Creek Road Transfer Station	9808T-Transfer-2000	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	3031 Black Creek Road SE, Wilson, NC 27893	>5	1,000 Tons/Day
Warren County Transfer Station	9302T	Warren County	Waste Industries, LLC; DBA GFL Environmental	559 Baltimore Road, Warrenton, NC 27589	>5	100 Tons/Day
Pender County Transfer Station	7103T-Transfer-1990	Pender County	Waste Industries, LLC; DBA GFL Environmental	312 Transfer Station Road, Hampstead, NC 28443	>5	70 Tons/Day 18 Tons/Day
Brunswick County Transfer Station	1010T-Transfer-1997	Brunswick County	Waste Industries, LLC; DBA GFL Environmental	172 Land Fill Road NE, Bolivia, NC 28422	>5	500 Tons/Day

City of Durham Transfer Station	3212T	Durham County	Waste Industries, LLC; DBA GFL Environmental	2115 East Club Boulevard, Durham, NC 27704	>5	1,100 Tons/Day
Town of Cary Transfer Station	9211T-Transfer-1990	Town of Cary	Waste Industries, LLC; DBA GFL Environmental	313 North Dixon Avenue, Cary, NC 27513	>5	100 Tons/Day
Deep Run Transfer Station	5408-Transfer-2014	Waste Industries, LLC; DBA GFL Environmental	Waste Industries, LLC; DBA GFL Environmental	2287 Leslie R Stroud Road, Kinston, NC 28504	>5	250 Tons/Day
Columbus County Transfer Station	2403T-Transfer-1997	Columbus County	Waste Industries, LLC; DBA GFL Environmental	288 Legion Drive, Whiteville, NC 28472	>5	500 Tons/Day



Contractor Equipment, Facilities and Approach

Sampson County Disposal is only providing pricing for transport and landfill services. Stella Environmental Services will provide the trucks and trailers to transport to Sampson County Disposal, our privately owned landfill in Roseboro, North Carolina. Sampson County Disposal has five (5) tippers on site and will be adding one (1) more for a spare. We will provide the proposed services for hauling and landfilling as described in the RFP. We have attached the Sampson County Disposal Permit on the following page.

Our management team is also our project team:

Joseph Smith cell 910-596-7054 General Manager- 19 years of service at Sampson County Disposal

Rita Wurschum- cell 910-682-0749 Customer Service Representative and billing- 15 years of service at Sampson County Disposal

Mary Woody cell 910-296-3063 Special Waste Coordinator - 8 years of service at Sampson County Disposal

Norma Yanez cell 252-241-2056 Government Contracts Manager-33 years of Service with Waste Industries LLC dba GFL Environmental.

Our landfill operators are certified and thoroughly safety trained. Our landfill safety program includes:

Monthly training topics for Safety EX: PPE, Lockout/tagout, Hearing conservation, Confined Space Entry, Fire Safety.

By-Weekly operation training with operators

Equipment Training daily with new hires.

Asbestos fit testing

MOLO certification.

CPR training

Hearing Testing

Scale Certification.

Stella has provided equipment information of the following page. Please note they made comments in regard to the number of pieces of equipment they would provide if awarded loading and transport. We are only bidding transport and disposal fees. The County can negotiate these loading services with Stella if desired. They will provide the ten (10) new tipper trailers and yard jockey if awarded the transport portion. They will provide and manually tarp the trailers. Their successful operating model utilizes contracting with owner operators. They plan to use four(4) to five(5) owner operators depending on daily work load. Because they utilize owner operators, they cannot provide the specifications for the actual trucks that will be used at this time.



NORTH CAROLINA
Environmental Quality

ROY COOPER

Governor

MICHAEL S. REGAN

Secretary

MICHAEL SCOTT

Director

January 26, 2021

Sent Via Email - joseph.smith@gflenv.com

Mr. Joseph Smith
Facility Manager
7434 Roseboro Highway
Roseboro, NC 28382

Subject: Cell 11 - Approval to Operate
Sampson County Disposal, LLC MSW Landfill
Sampson County, Permit # 8202-MSWLF-2000, File ID 1526171

Mr. Smith,

The Division of Waste Management, Solid Waste Section (Section) has completed a review of the *Construction Quality Assurance Report: MSW Landfill Cell 11* submittal (file ID 1522211) for the above referenced facility. The document was submitted on your behalf by Smith+Gardner and was received by the Section on December 24, 2020.

The *Construction Quality Assurance Report* contained the construction quality assurance (CQA) information for the prepared subgrade and structural fill construction, compacted soil liner construction, geosynthetics, liner, leachate collection system and protective cover installation for Cell 11. No issues of concern were noted with any of the information provided in the report. Based on the review of the CQA information, and the Engineer's Certification, the Section approves operation of Cell 11.

Please note, due to the ongoing MSW Rule readoption process, the Section is not currently issuing MSWLF Permits. Once the MSW Rule readoption process is complete, the Permit will be modified to include operation of Cell 11 and reissued. In the interim, operate Cell 11, and all other active cells, in accordance with the current Permit and approved plans.

If you should have any questions regarding this matter please contact me at (828) 296-4703, or by email at allen.gaither@ncdenr.gov.

Sincerely,

Allen Gaither



North Carolina Department of Environmental Quality | Division of Waste Management
Asheville Regional Office | 2090 U.S. Highway 70 | Swannanoa, North Carolina 28778
828.296.4500

Mr. Joseph Smith
Cell 11 - Approval to Operate
January 26, 2021
Page 2 of 2

CC: Mr. Bryan Wuester - GFL Environmental, Inc.
Mr. David Pepper - GFL Environmental, Inc.
Mr. John Fearington - Smith+Gardner
Ms. Liz Patterson - SWS/RCO
Ms. Elizabeth Werner - SWS/RCO



North Carolina Department of Environmental Quality | Division of Waste Management
Asheville Regional Office | 2090 U.S. Highway 70 | Swannanoa, North Carolina 28778
828.296.4500



STELLA ENVIRONMENTAL SERVICES, LLC

**Response to Request for Proposal
RFP 23-18-SW
Solid Waste Long Haul Services
Cumberland County Transfer Station**

ABOUT STELLA ENVIRONMENTAL SERVICES, LLC

Stella Environmental Services, LLC ("Stella" or "Company") is the leading provider of waste transfer station management and logistics services in the southern United States. The Company was founded in 1992 as a family owned business to service the first transfer station built in Houston, Texas. Today Stella is private equity backed and services over 70 transfer stations that range from 100 to over 2,000 tons per day. The company hauls over 7.5 million tons (over 300,000 loads) of MSW annually and provides loading services for over 70% of its volume. Stella also hauls recyclables, recycle residuals, auto fluff, leachate and other waste related materials.



OPERATIONS PLAN

Daily Operations

The Company primarily uses independent contracted owner operators throughout the country to haul the waste from our transfer stations in Stella owned trailers. This model allows us to start up operations quickly as well as scale up and down with volume fluctuations more efficiently. Once through the startup phase we have found the turnover rate of our independent contractors to be much lower than that of company drivers. If turnover does occur independent contractors are easier to replace in today's tight driver market.

The Company has a dedicated Human Resources team that helps recruit and onboard both our employees and independent contractors.

All drivers will utilize Stella's Qv21 dispatch software. Each driver will carry a tablet with them running Qv21 in which the driver will enter load information such as gross vehicle weight and other load specific data from the ticket that they obtain at the landfill. A picture of the ticket is taken and transmitted along with the data so that accuracy can be verified. The software utilizes geofencing technology to ensure that the driver is operating out of the proper transfer station and landfill combinations. The GPS capabilities allow us to track routes, speed and other information that the City can have real-time access to. The software will also provide statistical data such as landfill or station turnaround times.

Currently, Stella has a maintenance shop across the street from the Sampson County Landfill. The shop is currently staffed with five experienced technicians and two mobile unit technicians to service all of our equipment in the area. Stella currently operates five such regional maintenance facilities outside of North Carolina and is experienced in establishing them.

Stella has a comprehensive safety and training program led by Michael Lambert, Director of Safety. Michael joined Stella's leadership team in 2019 with over 35 years of safety and training experience with Republic Services, Waste Management and PepsiCo.

EXPERIENCE AND PAST PERFORMANCE

History and Legal Structure

The Company was founded as Rustin Transportation, LP in 1992 and merged with Sprint Logistics, LP in 2008 (with Sprint Logistics, LP as the surviving entity.) Stella Environmental Services, LLC, a limited liability company, was formed in 2010 for the sole purpose of acquiring Sprint Logistics, LP and completed the acquisition in 2012. Stella Environmental Services, LLC and its predecessors are collectively referred to herein as "Stella" or "Company."

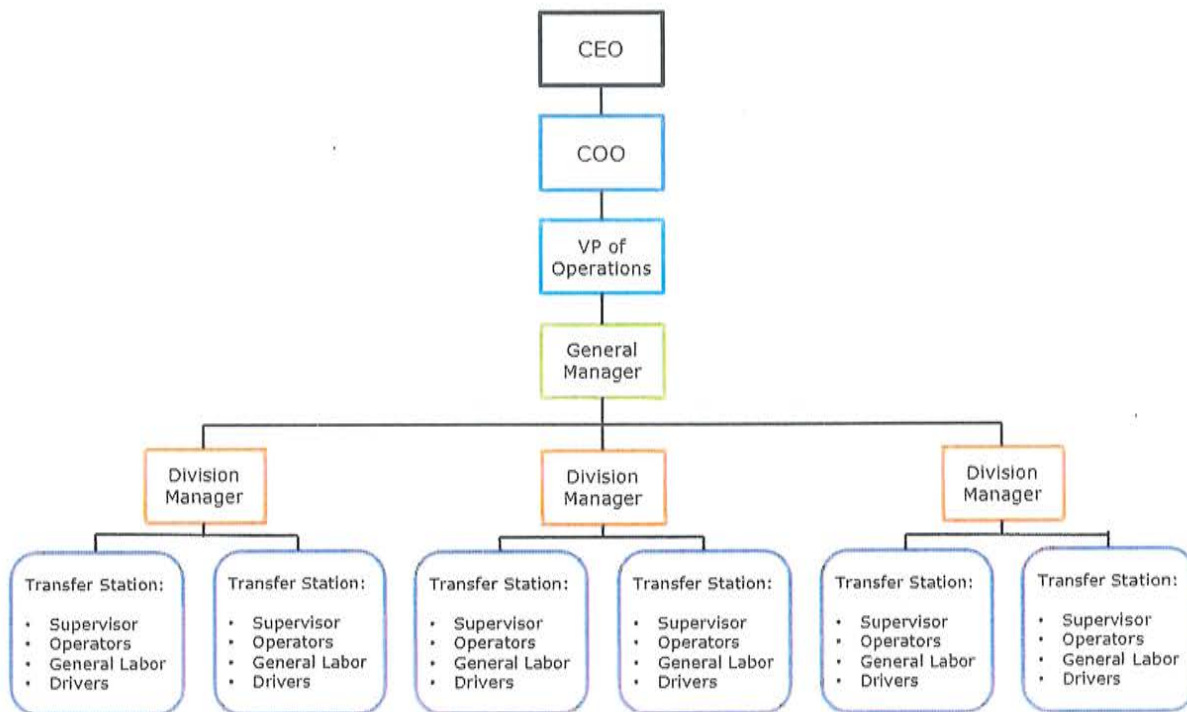
Since its inception in 1992 the Company's primary line of business has been waste transfer station management and logistics services. The company is headquartered in Houston, Texas but

has operations in Texas, Arizona, Louisiana, Mississippi, Georgia, North Carolina, Virginia, Oklahoma, Missouri and Nebraska.

The company is well capitalized, is not under any financial distress and has access to ample capital to procure the necessary equipment to service the transfer stations.

Key Personnel

Stella is organized into three distinct regions, the West Region, Central Region and East Region of which North Carolina is located in the East Region. The East region is led by a VP of Operations that reports directly to the company's Chief Operating Officer.



The Vice President of Operations over Stella's North Carolina and Georgia operation is Scott Sterner. Scott has over 14 years of experience in the waste industry.

The division manager of the operation will be Sinclair Need. Sinclair has been in the waste industry for 15 years. He's worked in transfer station management for CEI, Waste Industries and Stella Environmental. Sinclair has been with Stella for three years.

The company's leadership team members have 10-35 years of experience in all aspects of the waste industry, including transfer station management, logistic services, waste collection, disposal and recycling services.

							
	Heath Eddleblute	Todd Fields	James Stielow	Al Blease	Mike Lambert	Steven Hood	Kevin Rackleff
<i>Role</i>	Chief Executive Officer	President	Chief Financial Officer	Chief Operating Officer	Director of Safety	VP Market Planning & Development	Director, Market Planning & Development
<i>Joined Stella</i>	2018	2013	2018	2019	2019	2020	2017
<i>Years of Experience</i>	25+	25+	25+	25+	35+	20+	20+
<i>Prior Experience</i>			 	 	  		 

Experience

Stella currently services over 70 transfer stations that are governed by over 50 contracts. The majority of the contracts are with large corporate entities such as GFL Environmental, Waste Management, Republic Services and Waste Connections. The Company services many municipal transfer stations, however, most of the municipal contracts are through the major waste companies who bid and secure contracts from the municipalities for the collection, transfer station management and disposal of the waste and then subcontract the transfer station operations to Stella.

Stella currently services three other transfer stations near Cumberland (Fayetteville, Wilson and Pender) that deliver 381,000 tons annually to the Sampson County Landfill. Stella also provides loading and station management services for all three of those stations.

Equipment Inventory

Stella has 295 independent contractors with 596 trucks supplemented by approximately 70 company drivers in its total operation. The Company will ensure that the tractors meet or exceed the County's minimum requirements for the work. Our model allows us to scale the number of trucks up quickly as necessary.

Stella currently owns 998 transfer trailers; however, the Company will purchase 10 new 53' tipper trailers, two Cat 950 loaders, one skid steer, one tarp station and one yard jockey for the Cumberland Transfer Station if awarded both the loading and transportation. These trailers can legally carry 24 to 25 tons of municipal solid waste depending on the make-up of the waste. The equipment count will be adjusted as necessary, and Stella has excess trailers at the Roseboro Shop which can be utilized as needed. The Company only buys trailers from the leading transfer

trailer manufacturers in the industry such as Titan, East and MAC Trailers. Each trailer will be equipped with a tarp to secure the load.

Stella currently owns, maintains and operates 15 tippers and 217 pieces of yellow iron throughout its operation.

INSURANCE

Stella carries a broad scope of insurance policies that meet the minimum requirements detailed in the RFP. Additionally, the company carries umbrella and excess liability policies totaling \$15,000,000 and a pollution liability policy of \$3,000,000.

We would like to thank you for the opportunity to provide this proposal. Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Fields", with a stylized flourish at the end.

Todd Fields
President

ATTACHMENT D: COST PROPOSAL

Base pricing schedule

The Contractor does not have to submit pricing for all options and may submit other options and associated pricing.

Transfer, Transport, and Disposal from an Existing Permitted Facility in the County

Transfer Pricing

Contractor offers the following pricing for MSW Transfer, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

- 1.1 For all tons, the unit price for all the services set forth in the Agreement for the five (5) year term, with the option for one two (2) or one five (5) year extension at the same price, is equal to:

_____ dollars and _____ cents

(\$ No Bid _____ per ton of Acceptable Waste)

MSW Transport Proposed Pricing

Contractor offers the following pricing for MSW based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

- 1.2 For all tons, the unit price for all the services set forth in the Agreement for the five (5) year term, with the option for one two (2) or one five (5) year extension at the same price, is equal to:

twenty _____ dollars and no _____ cents

(\$ 20.00 _____ per ton of Acceptable Waste)

MSW Disposal Proposed Pricing

Contractor offers the following pricing for MSW Disposal, based on the terms described above, outlined in the RFP, and as detailed in the proposed Agreement:

- 1.3 For all tons, the unit price for all the services set forth in the Agreement for the five (5) year term, with the option for one two (2) or one five (5) year extension at the same price, is equal to:

twenty-five _____ dollars and no _____ cents

(\$ 25.00 _____ per ton of Acceptable Waste)

Please see following page for pricing "clarifications".

Please see following page for interim use of Fayetteville Transfer Station.



Clarifications and Use of Fayetteville Transfer Station

Waste Industries LLC dba GFL Environmental has the following clarifications in regards to pricing:

Beginning July 1, 2025, and every July 1 after, we require a cost of living increase based on the Bureau of Labor Statistics' CPI-U- all items, Index Water, Sewer and Trash, Sub-Index Garbage and Trash

Pricing is based on average 22 tons per load

Diesel fuel adjustment is based on 55 miles per round trip, \$3.00 per gallon and fuel use for truck of 5 miles per gallon -Example, if fuel at \$4.00 per gallon, then \$4.00 minus \$3.00 equals \$1.00 times 55 miles per trip= \$55.00 divided by 5 miles per gallon equals \$11.00. \$11.00 would be the fuel surcharge for each haul.

The Service Fee may be adjusted through negotiations with documentation more often than annually if such adjustments arise out of changes in CONTRACTOR's direct operational costs related to provision of the Services over which CONTRACTOR has **no control**. Documentation will be provided to substantiate such requests. These requests will not be unreasonably refused. These changes include by way of example, but not limited to:

1. Governmental regulations including but not limited to changes in process, state or federal taxes
2. Extra services performed outside the normal working hours of the company, natural disaster, or on a federal holiday
3. Natural Disaster or other acts of nature such as but not limited to flooding or hurricanes that cause an increase in normal volume of solid waste.

Waste Industries LLC dba GFL Environmental offers Cumberland County the use of **Fayetteville Transfer Station** as an interim solution to defer municipal solid waste. Currently we have a lease on this transfer station until September 2025. Our current rate to you will be \$45 per ton for municipal solid waste. The above clarifications would apply to this offer except the first cost of living adjustment would be July 1, 2024. We would need a 90 day notice to ramp up on trucks to begin taking as much waste as discussed in RFP.



Section 4. Contractor Financial Strength and Stability

Sampson County Disposal has the financial strength to manage this contract. Sampson County Disposal is a GFL company. GFL, headquartered in Vaughan, Ontario, is the fourth largest diversified environmental services company in North America, providing a comprehensive line of solid waste management, liquid waste management, and soil remediation services through its platform of facilities across Canada and in more than half of the U.S. states. Across its organization, GFL has a workforce of more than 19,500 employees. We are publicly traded on the New York Stock Exchange as GFL.

We have included a list of similar contracts and a sample Certificate of Insurance (COI) on the following page(s). The COI shows our standard limits. We can name the County as additionally insured with endorsement page if required. Please note that we have \$20 million General Aggregate for Commercial Liability and a \$7.5 million umbrella.

We have included a copy of our Fourth Quarter 2022 Consolidated Statement. It attached to the rear of the binder. Our entire 2022 annual report is included on the thumb drives. Please visit our website at www.gflenv.com more information about our company and under Investors for more financial history.



REFERENCES

Brunswick County, North Carolina-convenient sites, 105,000 homes-residential service/recycling/front-end/ roll-off/ **transfer station**, convenient sites
1996 - present-\$16 million plus per year
Steve Stone, Deputy County Manager- telephone- (910) 253-2016
administration@brunswickcountync.gov
PO Box 249
Bolivia, North Carolina 28422

Columbus County, North Carolina- 18,377 homes-residential service/front-end/roll-off/**transfer station**
2016-present-\$3.4 million per year
Eddie Madden, County Manager-(910)-640-6630
gedwards@columbusco.org (Gail Edwards, Assistant to County Manager)
111 Washington Street
Whiteville, North Carolina 28472

Harnett County, North Carolina- **transfer stations**, county buildings
2013- present- \$2.7 million per year
Chad Beane-Solid Waste Director-910-814-6004
cbeane@harnett.org
200 Alexander Dr
Lillington North Carolina 27546

Reference letters on following pages

Columbus County

ADMINISTRATION

TELEPHONE
910-640-6630



TELEFAX
910-640-1654

September 9, 2022

In Re: Letter of Support for GFL Environmental

To Whom It May Concern:

GFL Environmental has provided trash collection services for Columbus County since 2017. We have a great working relationship with all of the company representatives. The General Manager for our County is great to work with and he and his staff have always provided excellent customer service to our residents and staff.

Please feel free to contact me should you need any additional information.

Sincerely,

Eddie Madden, Manager
Columbus County

To whom it may concern,

GFL has provided services for Harnett County for 15+ years. They have serviced our facilities by providing multi pickups per week as well as provide hauling and disposal from our Transfer Stations at both landfills. We are more than satisfied with the service and professionalism of GFL.

Sincerely,

Chad C. Beane
Harnett County Solid Waste Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services(Primary Casualty)
45 Executive Drive, Plainview, NY 11803
NFP Canada Corp* 100 King Street West -Suite 5140
Toronto ON M5X 1E1

CONTACT NAME: COMPLEX RISK NE

PHONE
(A/C, No, Ext): 516-327-2700FAX
(A/C, No):E-MAIL
ADDRESS: RiskCerts@nfp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Union Fire Insurance Company of Pittsburg

19445

INSURER B : AIU Insurance Company

19399

INSURER C : AIG Insurance Company of Canada

INSURER D :

INSURER E :

INSURER F :

INSURED
GFL Environmental Holdings (US), Inc
and its subsidiaries
26999 Central Park Blvd
Southfield MI 48076

GLFENV-01

COVERAGES

CERTIFICATE NUMBER: 1918944122

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Loc/Project Agg			3372590	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Per Loc/Project Agg \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4805470	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			RMGL80777689*	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 7,500,000 AGGREGATE \$ 7,500,000 Limits shown in CND\$ \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC062790906 WC062790907 WC062790908	6/1/2024 6/1/2024 6/1/2024	6/1/2025 6/1/2025 6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*AIG Insurance Company of Canada - AMB # 085727

RE: Request for Proposals #23-18-SW
Evidence of Insurance.**CERTIFICATE HOLDER****CANCELLATION**

Cumberland County NC
698 Ann St
Fayetteville NC 28301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 NFP Canada Corp * 184 Front Street - Suite 601 Toronto ON M5A 4N3		CONTACT NAME: RISK MANAGEMENT NE PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL: RiskCerts@nfp.com ADDRESS: RiskCerts@nfp.com	
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries 3301 Benson Drive - Suite 601 Raleigh NC 27609		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburg INSURER B: Chubb Insurance Company of Canada INSURER C: AIU Insurance Company INSURER D: INSURER E: INSURER F:	
GLFENV1-01		NAIC # 19445 19399	

COVERAGES

CERTIFICATE NUMBER: 1211228873

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Loc/Project Agg	Y		6882279	6/1/2022	6/1/2023	EACH OCCURRENCE \$4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,400,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$4,400,000 Loc/Project Agg \$4,400,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9767484 (AOS) 9767485 (VA)	6/1/2022 6/1/2022	6/1/2023 6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$4,400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XBC602852*	6/1/2022	6/1/2023	EACH OCCURRENCE \$7,500,000 AGGREGATE \$7,500,000 Limits shown in CND\$ \$
C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC35901818 (AOS) WC35901819 (CA) WC35901820 (WI)	6/1/2022 6/1/2022 6/1/2022	6/1/2023 6/1/2023 6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Chubb Insurance Company of Canada - AMB #085725

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Thiel



Section 5. Ability to Service the County through the Terms of the Contract

Sampson County Landfill has approximately 24 million cubic yards of airspace remaining as of January 2023. Assuming a waste-plus-cover density of 1.0 TN/CY and accepting the landfill's permitted maximum tonnage rate of 1,825,000 tons per year, the existing landfill has approximately 13.3 years of life.



REFERENCES

Brunswick County, North Carolina-convenient sites, 105,000 homes-residential service/recycling/front-end/ roll-off/ **transfer station**, convenient sites
1996 - present-\$16 million plus per year
Steve Stone, Deputy County Manager- telephone- (910) 253-2016
administration@brunswickcountync.gov
PO Box 249
Bolivia, North Carolina 28422

Columbus County, North Carolina- 18,377 homes-residential service/front-end/roll-off/**transfer station**
2016-present-\$3.4 million per year
Eddie Madden, County Manager-(910)-640-6630
gedwards@columbusco.org (Gail Edwards, Assistant to County Manager)
111 Washington Street
Whiteville, North Carolina 28472

Harnett County, North Carolina- **transfer stations**, county buildings
2013- present- \$2.7 million per year
Chad Beane-Solid Waste Director-910-814-6004
cbeane@harnett.org
200 Alexander Dr
Lillington North Carolina 27546

Reference letters on following pages

Columbus County

ADMINISTRATION

TELEPHONE
910-640-6630



TELEFAX
910-640-1654

September 9, 2022

In Re: Letter of Support for GFL Environmental

To Whom It May Concern:

GFL Environmental has provided trash collection services for Columbus County since 2017. We have a great working relationship with all of the company representatives. The General Manager for our County is great to work with and he and his staff have always provided excellent customer service to our residents and staff.

Please feel free to contact me should you need any additional information.

Sincerely,



Eddie Madden, Manager
Columbus County

To whom it may concern,

GFL has provided services for Harnett County for 15+ years. They have serviced our facilities by providing multi pickups per week as well as provide hauling and disposal from our Transfer Stations at both landfills. We are more than satisfied with the service and professionalism of GFL.

Sincerely,

Chad C. Beane
Harnett County Solid Waste Director

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

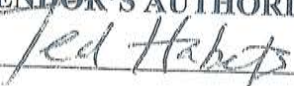
In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment Lists made pursuant to Articles 6E and 6G of Chapter 147 of the North Carolina General Statutes.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- ☒ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- ☒ This proposal was signed by an authorized representative of the Contractor.
- ☒ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☒ All labor costs associated with this project have been determined, including all direct and indirect costs.
- ☐ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- ☒ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold its offer firm through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Sampson County Disposal		
STREET ADDRESS: 7434 Roseboro Hwy	P.O. BOX:	ZIP: 28382
CITY & COUNTY & ZIP: Roseboro NC 28382 Sampson County	TELEPHONE NUMBER: 910-525-4132	FAX NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): GFL 3301 Benson Dr Suite Ste 601 Raleigh NC 27609		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Ted Habets Regional Vice President	EMAIL: ted.habets@gflenv.com	
✓ VENDOR'S AUTHORIZED SIGNATURE: 	DATE: March 22, 2023	

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Sampson County Disposal

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: March 2022

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Ted Habets

Signature

March 22, 2022

Date

Ted Habets

Printed Name

Regional Vice President

Title

[This Certification must be signed by an individual authorized to speak for the vendor]

GFL Environmental Inc.

**Consolidated Financial Statements
For the year ended December 31, 2022**

<u>Reports of Independent Registered Public Accounting Firm</u>	F-3
<u>Consolidated Statements of Operations and Comprehensive Income (Loss)</u>	F-8
<u>Consolidated Statements of Financial Position</u>	F-9
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333 Bay Street
Toronto ON M5H 2S5
Tel 416-777-8500
Fax 416-777-8818
www.kpmg.ca

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of GFL Environmental Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of GFL Environmental Inc. (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations and comprehensive income (loss), changes in shareholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2022, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 23, 2023 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

KPMG LLP, an Ontario limited liability partnership and member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. KPMG Canada provides services to KPMG LLP.



Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing a separate opinion on the critical audit matters or on the accounts or disclosures to which they relate.

Fair value measurement of acquired intangible assets and acquired landfill assets

As discussed in note 3 to the consolidated financial statements, the Company acquired 40 businesses during 2022 for total purchase consideration of \$1,473.2 million, including intangible assets of \$482.3 million and property and equipment of \$614.6 million. As discussed in note 6, property and equipment included landfill assets from acquisitions via business combinations of \$220.6 million. As discussed in note 2, the determination of the fair value of the acquired intangible assets and acquired landfill assets requires the Company to make significant estimates and assumptions, which include, among others, future expected cash flows and discount rates.

We identified the evaluation of the fair value measurement of acquired intangible assets and acquired landfill assets as a critical audit matter. Specifically, the assessment of certain future expected cash flows and the determination of the discount rates to be applied to the cash flows involved a high degree of subjective auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's acquisition date valuation process. This included controls related to the determination of the estimated future expected cash flows attributable to the intangible assets and landfill assets, and the discount rates to be applied to the future expected cash flows. To assess the Company's ability to estimate the future expected cash flows, we compared the Company's historical forecasts to actual results for previous acquisitions and evaluated the consistency of future expected cash flows across a selection of acquisitions. For certain acquisitions, we compared the future expected cash flows to historical results for that entity, the Company's historical consolidated cash flows, and publicly available market data. In addition, for certain acquisitions, we involved valuation professionals with specialized skills and knowledge who assisted in:

- evaluating the discount rate to be applied to the future expected cash flows associated with the acquisition by developing an independent range of discount rates using publicly available market data
- reconciling the discount rates to be applied to the future expected cash flows for acquired intangible assets and acquired landfill assets to the weighted average returns on net assets and internal rates of return.

For a selection of other acquisitions, we evaluated the consistency of discount rates applied across acquisitions.

Landfill closure and post-closure obligations

As discussed in note 10 to the consolidated financial statements, the Company's landfill closure and post-closure obligations totaled \$847.2 million as of December 31, 2022. As discussed in note 2, the determination of the obligations requires the Company to make significant estimates and assumptions. The significant assumptions include the estimated future expenditures of landfill capping, closure, and post-closure activities.

We identified the evaluation of landfill closure and post-closure obligations as a critical audit matter. Specifically, the assessment of estimated future expenditures of landfill capping, closure, and post-closure activities required a high degree of subjective auditor judgment.



GFL Environmental Inc.:
February 23, 2023

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's landfill closure and post-closure obligations process. This included controls related to management's evaluation of internal and third-party engineering specialists that perform assessments of the landfills and associated estimated future expenditures. We evaluated the professional qualifications and competence of the internal and third-party specialist engineers who prepared the estimated future expenditures. We compared a selection of estimated future expenditures to supporting documentation, including historical costs incurred at the landfill or at similar landfills and quotes for landfill capping, closure, and post-closure activities obtained from third parties.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

We have served as the Company's auditor since 2021.

Toronto, Canada

February 23, 2023



GFL Environmental Inc.:
February 23, 2023

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of GFL Environmental Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited GFL Environmental Inc.'s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, GFL Environmental Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of the Company as of December 31, 2022 and 2021, the related consolidated statements of operations and comprehensive income (loss), changes in shareholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements), and our report dated February 23, 2023 expressed an unqualified opinion on those consolidated financial statements.

As indicated under the heading Management's Annual Report on Internal Control Over Financial Reporting in Management's Discussion and Analysis of Financial Condition and Results of Operations for the year ended December 31, 2022, management's evaluation of internal control over financial reporting excluded the internal control activities of businesses acquired in 2022, which are included in the 2022 consolidated financial statements of the Company and represented 4.5% of consolidated total revenue for the year ended December 31, 2022 and 8.4% of consolidated total assets as of December 31, 2022. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of the businesses acquired in 2022.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included under the heading Management's Annual Report on Internal Control Over Financial Reporting in Management's Discussion and Analysis of Financial Condition and Results of Operations for the year ended December 31, 2022. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.



GFL Environmental Inc.:
February 23, 2023

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Toronto, Canada

February 23, 2023

GFL Environmental Inc.
Consolidated Statements of Operations and Comprehensive Income (Loss)
(In millions of dollars except per share amounts)

	Notes	Year ended December 31,	
		2022	2021 ⁽¹⁾
Revenue	17	\$ 6,761.3	\$ 5,136.6
Expenses			
Cost of sales		5,963.7	4,662.9
Selling, general and administrative expenses		730.4	562.7
Interest and other finance costs	12	489.3	432.5
Loss on sale of property and equipment		4.7	2.2
Loss on foreign exchange		217.7	16.2
Mark-to-market (gain) loss on Purchase Contracts	14	(266.8)	349.6
Gain on divestiture	7	(4.9)	(153.3)
Impairment and other	6	7.2	—
		<u>7,141.3</u>	<u>5,872.8</u>
Share of net income of investments accounted for using the equity method		20.7	—
Loss before income taxes		(359.3)	(736.2)
Current income tax expense		4.4	22.5
Deferred tax recovery		(180.5)	(131.7)
Income tax recovery	15	(176.1)	(109.2)
Net loss from continuing operations		(183.2)	(627.0)
Net (loss) income from discontinued operations		(127.9)	20.2
Net loss		(311.1)	(606.8)
Less: Net income attributable to non-controlling interests		0.7	—
Net loss attributable to GFL Environmental Inc.		(311.8)	(606.8)
Items that may be subsequently reclassified to net loss			
Currency translation adjustment		449.5	(9.1)
Reclassification to net loss of fair value movements on cash flow hedges, net of tax		(0.4)	(4.4)
Fair value movements on cash flow hedges, net of tax		(64.9)	1.3
Other comprehensive income (loss) from continuing operations		384.2	(12.2)
Comprehensive income (loss) from continuing operations		201.0	(639.2)
Comprehensive (loss) income from discontinued operations	25	(127.9)	20.2
Total comprehensive income (loss)		73.1	(619.0)
Less: Total comprehensive income attributable to non-controlling interests		0.9	—
Total comprehensive income (loss) attributable to GFL Environmental Inc.		\$ 72.2	\$ (619.0)
Basic and diluted (loss) earnings per share	16		
Continuing operations		\$ (0.73)	\$ (1.88)
Discontinued operations		(0.35)	0.05
Total operations		\$ (1.08)	\$ (1.83)

(1) Comparative figures have been re-presented to reflect discontinued operations, refer to Note 2 and Note 25.

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc.
Consolidated Statements of Financial Position
(In millions of dollars)

	Notes	December 31, 2022	December 31, 2021
Assets			
Cash		\$ 82.1	\$ 190.4
Trade and other receivables, net	4	1,118.1	1,134.7
Prepaid expenses and other assets	5	182.9	170.6
Current assets		1,383.1	1,495.7
Property and equipment, net	6	6,540.3	6,010.6
Intangible assets, net	7	3,245.0	3,330.0
Investments accounted for using the equity method	8	326.6	—
Other long-term assets		90.2	59.1
Goodwill	7	8,182.4	7,501.1
Non-current assets		18,384.5	16,900.8
Total assets		19,767.6	18,396.5
Liabilities			
Accounts payable and accrued liabilities	9	1,557.7	1,319.7
Income taxes payable		—	25.8
Long-term debt	11	17.9	17.2
Lease obligations	13	51.5	50.9
Due to related party	23	9.3	12.8
Tangible equity units	14	1,024.9	56.9
Landfill closure and post-closure obligations	10	30.8	39.1
Current liabilities		2,692.1	1,522.4
Long-term debt	11	9,248.9	7,984.6
Lease obligations	13	327.3	257.4
Other long-term liabilities		47.5	41.0
Due to related party	23	8.7	18.0
Deferred income tax liabilities	15	582.6	723.9
Tangible equity units	14	—	1,231.6
Landfill closure and post-closure obligations	10	816.4	841.5
Non-current liabilities		11,031.4	11,098.0
Total liabilities		13,723.5	12,620.4
Shareholders' equity			
Share capital		8,640.3	8,462.9
Contributed surplus		109.6	77.4
Deficit		(2,843.0)	(2,510.5)
Accumulated other comprehensive income (loss)		130.3	(253.7)
Total GFL Environmental Inc.'s shareholders' equity		6,037.2	5,776.1
Non-controlling interests		6.9	—
Total shareholders' equity		6,044.1	5,776.1
Total liabilities and shareholders' equity		\$ 19,767.6	\$ 18,396.5

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc.
Consolidated Statements of Changes in Shareholders' Equity
(In millions of dollars except per share amounts)

GFL Environmental Inc.'s Shareholders' Equity										
	Notes	Share capital - # of shares	Share capital	Contributed surplus	Deficit	Cash flow hedges, net of tax	Currency translation	Total equity attributable to shareholders	Non-controlling interests	Total shareholders' equity
Balance, December 31, 2020		354,934,813	\$ 7,644.8	\$ 54.3	\$(1,885.8)	\$ 16.3	\$(257.9)	\$ 5,571.8	\$ —	\$ 5,571.8
Net loss and comprehensive loss		—	—	—	(606.8)	(3.1)	(9.1)	(619.0)	—	(619.0)
Dividends issued and paid		—	—	—	(17.9)	—	—	(17.9)	—	(17.9)
Share capital issued upon acquisition of subsidiary		876,419	36.3	—	—	—	—	36.3	—	36.3
Share capital issued, net of cancelled shares		8,170,680	379.9	—	—	—	—	379.9	—	379.9
Share issuance costs		—	(5.9)	—	—	—	—	(5.9)	—	(5.9)
Share capital issued on exercise of share options		2,300,000	11.5	(11.5)	—	—	—	—	—	—
Share capital issued on exercise and settlement of RSUs		442,150	11.1	(11.1)	—	—	—	—	—	—
Share capital issued on TEU conversion		8,337,004	385.2	—	—	—	—	385.2	—	385.2
Share-based payments	19	—	—	45.7	—	—	—	45.7	—	45.7
Balance, December 31, 2021		375,061,066	\$ 8,462.9	\$ 77.4	\$(2,510.5)	\$ 13.2	\$(266.9)	\$ 5,776.1	\$ —	\$ 5,776.1
Balance, December 31, 2021		375,061,066	\$ 8,462.9	\$ 77.4	\$(2,510.5)	\$ 13.2	\$(266.9)	\$ 5,776.1	\$ —	\$ 5,776.1
Net loss and comprehensive income		—	—	—	(311.8)	(65.3)	449.3	72.2	0.9	73.1
Dividends issued and paid		—	—	—	(20.7)	—	—	(20.7)	—	(20.7)
Share capital issued upon acquisition of subsidiary	19	3,976,434	154.5	—	—	—	—	154.5	—	154.5
Non-controlling interests measured upon acquisition of subsidiary		—	—	—	—	—	—	—	6.0	6.0
Cancelled shares	18	(8,057)	(0.2)	0.2	—	—	—	—	—	—
Share capital issued on exercise of share options	18	450,000	3.7	(3.7)	—	—	—	—	—	—
Share capital issued on exercise and settlement of RSUs	18	731,290	19.4	(19.4)	—	—	—	—	—	—
Share capital issued on TEU conversion		297	—	—	—	—	—	—	—	—
Share-based payments	19	—	—	55.1	—	—	—	55.1	—	55.1
Balance, December 31, 2022		380,211,030	\$ 8,640.3	\$ 109.6	\$(2,843.0)	\$(52.1)	\$ 182.4	\$ 6,037.2	\$ 6.9	\$ 6,044.1

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc.
Consolidated Statements of Cash Flows
(In millions of dollars)

	Notes	Year ended December 31,	
		2022	2021
Operating activities			
Net loss		\$ (311.1)	\$ (606.8)
Adjustments for non-cash items			
Depreciation of property and equipment	6	1,008.7	931.8
Amortization of intangible assets	7	516.8	461.2
Share of net income of investments accounted for using the equity		(20.7)	—
Gain on divestiture	7	(4.9)	(153.3)
Impairment and other	5	7.2	—
Impairment related to discontinued operations	25	121.3	—
Interest and other finance costs	12	492.8	434.1
Share-based payments	19	55.1	45.7
Loss on unrealized foreign exchange on long-term debt and TEUs		216.9	14.8
Loss on sale of property and equipment		4.7	1.9
Mark-to-market (gain) loss on Purchase Contracts	14	(266.8)	349.6
Current income tax expense		4.5	23.9
Deferred tax recovery		(175.6)	(129.9)
Interest paid in cash on Amortizing Notes component of TEUs		(2.0)	(4.2)
Interest paid in cash, excluding interest paid on Amortizing Notes		(413.2)	(335.7)
Income taxes paid in cash, net		(24.4)	(11.0)
Changes in non-cash working capital items	20	(85.5)	(87.1)
Landfill closure and post-closure expenditures	10	(27.5)	(37.1)
		<u>1,096.3</u>	<u>897.9</u>
Investing activities			
Proceeds on disposal of assets		364.1	259.7
Purchase of property and equipment		(780.1)	(647.2)
Investment in joint ventures and associates		(47.6)	—
Business acquisitions, net of cash acquired	3	(1,270.6)	(2,299.7)
		<u>(1,734.2)</u>	<u>(2,687.2)</u>
Financing activities			
Repayment of lease obligations		(69.8)	(74.0)
Issuance of long-term debt		1,656.4	3,816.0
Repayment of long-term debt		(904.5)	(2,010.8)
Payment of contingent purchase consideration and holdbacks	3	(18.5)	(23.6)
Issuance of share capital, net of issuance costs		—	372.5
Repayment of Amortizing Notes		(58.4)	(54.1)
Dividends issued and paid		(20.7)	(17.9)
Payment of financing costs		(2.7)	(30.6)
Repayment of loan to related party	23	(12.8)	(12.8)
		<u>569.0</u>	<u>1,964.7</u>
(Decrease) increase in cash		(68.9)	175.4
Changes due to foreign exchange revaluation of cash		(39.4)	(12.2)
Cash, beginning of year		190.4	27.2
Cash, end of year		<u>\$ 82.1</u>	<u>\$ 190.4</u>

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

1. REPORTING ENTITY

GFL Environmental Inc. ("GFL" or the "Company") was formed on March 5, 2020 under the laws of the Province of Ontario. GFL's subordinate voting shares trade on the New York Stock Exchange and the Toronto Stock Exchange under the symbol "GFL" and tangible equity units ("TEUs") trade on the New York Stock Exchange under the symbol "GFLU".

GFL is in the business of providing non-hazardous solid waste management and environmental services. These services are provided through GFL and its subsidiaries and a network of facilities across Canada and the United States. GFL's registered office is Suite 500, 100 New Park Place, Vaughan, ON, L4K 0H9.

These audited consolidated financial statements (the "Annual Financial Statements") include the accounts of GFL and its subsidiaries as at December 31, 2022.

The Board of Directors approved the Annual Financial Statements on February 21, 2023.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

These Annual Financial Statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB").

Basis of measurement

These Annual Financial Statements were prepared on the historical cost basis except for certain financial instruments that are measured at fair value at the end of the reporting period (see Note 21).

Presentation and functional currency

These Annual Financial Statements are presented in Canadian dollars which is GFL's functional currency.

Basis of consolidation

Subsidiaries are entities controlled by GFL. Control exists when GFL has power over an entity, exposure or rights to variable returns from GFL's involvement with the entity, and the ability to use its power over the entity to affect the amount of GFL's returns. The financial accounts and results of subsidiaries are included in these Annual Financial Statements of GFL from the date that control commences until the date that control ceases.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with GFL's accounting policies. All intercompany assets and liabilities, equity, income, expenses and cash flows relating to transactions between GFL and its subsidiaries are eliminated in full on consolidation.

Reclassification of prior period presentation

Certain revenue disaggregation and segment reporting balances in prior periods have been re-presented for consistency with the current period presentation in relation to GFL's Infrastructure services division ("GFL Infrastructure") which has been presented as discontinued operations as discussed in Note 25. GFL's soil remediation division, previously included in its Infrastructure and Soil Remediation segment, has been combined with its Liquid Waste segment and renamed "Environmental Services".

Derivative asset balances in prior periods have been re-presented for consistency with the current period presentation from net derivative liability in long-term debt to other long-term assets, refer to Note 11.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Business combinations

Acquisitions of subsidiaries and businesses are accounted for using the acquisition method with the results of operations consolidated with those of GFL from the date of acquisition. The consideration for each acquisition is measured as the aggregate of the fair values of assets given, liabilities incurred or assumed and the equity instruments issued by GFL in exchange for control of the acquired company or business. Acquisition-related costs are recognized in the consolidated statement of operations as incurred.

Where the consideration for the acquisition includes any asset or liability resulting from a contingent consideration arrangement, it is measured at fair value at the acquisition date. Contingent consideration is remeasured at subsequent reporting dates at its fair value, and the resulting gain or losses recognized in the consolidated statement of operations.

GFL's growth strategy is to focus on generating organic growth from all of its operating segments. In addition to organic growth, GFL deploys an active acquisition strategy involving the integration of acquired businesses into each of its operating segments through integration of property and equipment, back office functions, improving route density and realignment of disposal alternatives to effect synergies and maximize profits. Goodwill arising from acquisitions is largely attributable to the assembled workforce of the acquisitions, the potential synergies with the acquiree, and intangible assets that do not qualify for separate recognition.

The determination of the fair values of acquired intangible assets and acquired landfill assets requires GFL to make significant estimates and assumptions. The significant assumptions used to value acquired intangible assets and acquired landfill assets include, among others, future expected cash flows and discount rate.

Held for sale

Assets are classified as assets held for sale when their carrying amount is to be recovered principally through a sale transaction and when the sale is considered highly probable. Depreciation of assets held for sale ceases when assets are classified as held for sale. Assets held for sale are measured at the lower of carrying amount and fair value less costs to sell.

Discontinued operations

A discontinued operation is a component of GFL's business which comprises operations and cash flows that can be clearly separated from the rest of GFL, and which: represents either a separate major line of business or a geographical area of operations; is part of a single coordinated plan to dispose of a separate major line of business or geographical area of operations; or is a subsidiary acquired exclusively with a view to resale.

The classification as discontinued operations occurs at the earlier of disposal or when the operation meets the criteria to be classified as held for sale. When operations are classified as discontinued operations, the comparative statements of operations and comprehensive loss are re-presented as if the operations had been discontinued from the start of the comparative period. The consolidated statements of cash flows include cash flows of the discontinued operations, and are not re-presented to reflect discontinued operations. The comparative consolidated statement of financial position is not re-presented to reflect discontinued operations.

Equity accounting for joint arrangements and associates

Associates are all entities over which GFL has significant influence but not control or joint control. Investments in associates are accounted for using the equity method of accounting after initially being recognized at cost.

Joint arrangements are classified as either joint operations or joint ventures. The classification depends on contractual rights and obligations of each investor, rather than the legal structure of the joint arrangement. Interests in joint ventures are accounted for by GFL using the equity method, after initially being recognized at cost.

An investment is considered to be impaired if there are objective evidences of impairments, as a result of one or more events that occurred after the initial recognition, and those events have negative impacts on the future cash flows of the investment that can be reliably estimated. The investment is reviewed at each balance sheet date to determine whether there is any indication of impairment.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Property and equipment

Property and equipment are stated at cost, less accumulated depreciation and impairment. Assets are depreciated to residual values over their estimated useful lives, with depreciation commencing when an asset is ready for use. Significant parts of property and equipment that have different depreciable lives are depreciated separately. Judgment is used in determining the appropriate level of componentization.

Depreciation is computed on a straight-line basis, unless otherwise stated, using the following useful lives:

Type of property and equipment	Depreciation term
Buildings and improvements	10 to 30 years or term of lease
Landfills	Units of production
Vehicles	10 to 20 years
Machinery and equipment	3 to 20 years
Containers	5 to 10 years
Right-of-use assets	Shorter of lease term or life of underlying asset(s)

The costs of repair and maintenance activities are recognized in the consolidated statement of operations as incurred. Distinguishing major inspections and overhaul from repairs and maintenance in determining which costs are capitalized is a matter of management judgement.

An item of property and equipment is de-recognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on de-recognition of the asset (calculated as the difference between net disposal proceeds and the carrying amount of the asset) is included as a gain or loss in the consolidated statement of operations in the period the asset is de-recognized.

Property and equipment are reviewed at the end of each reporting period to determine whether there is any indication of impairment. If the possibility of impairment is indicated, GFL will estimate the recoverable amount of the asset and record any impairment loss in the consolidated statement of operations.

Assets under development are not depreciated until they are available for use.

Landfill assets

Landfill assets represent the cost of landfill airspace, including original acquisition cost and landfill construction and development costs, incurred during the operating life of the site. Landfill assets also include capitalized landfill closure and post-closure costs, net of accumulated amortization, and the cost of either new or landfill expansion permits.

The original cost of landfill assets, together with incurred and projected landfill construction and development costs, is amortized on a per unit basis as landfill airspace is consumed.

Landfill assets are amortized over their total available disposal capacity representing the sum of estimated permitted airspace capacity (having received the final permit from the governing authorities) plus future permitted airspace capacity, representing an estimate of airspace capacity that management believes is probable of being permitted based on the following criteria:

- Personnel are actively working to obtain the permit or permit modifications necessary for expansion of an existing landfill, and progress is being made on the project;
- It is probable that the required approvals will be received within the normal application and processing periods for approvals in the jurisdiction in which the landfill is located;
- GFL has a legal right to use or obtain land associated with the expansion plan;

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

- There are no significant known political, technical, legal or business restrictions or issues that could impair the success of the expansion effort;
- Management is committed to pursuing the expansion; and
- Additional airspace capacity and related costs have been estimated based on the conceptual design of the proposed expansion.

GFL has been successful in receiving approvals for expansions pursued; however, there can be no assurance that GFL will be successful in obtaining approvals for landfill expansions in the future.

Intangible assets

Intangible assets are stated at cost, less accumulated amortization and impairment, and consist of Certificate of Approval ("C of A") licenses, customer lists, municipal and other commercial contracts, trade name, licenses and permits and non-compete agreements. C of A licenses provide GFL with certain waste management rights in the province or state of issuance. C of A licenses that do not expire are considered to have an indefinite life and therefore are not subject to amortization. C of A licenses that relate to a leased facility are amortized over the lease term.

Amortization is based on the estimated useful life using the following methods and rates:

<u>Type of intangible asset</u>		<u>Amortization term</u>
Indefinite life C of A		Indefinite
Customer lists and municipal contracts	Straight-line	5 to 10 years
Trade name, definite life C of A and other assets	Straight-line	1 to 15 years
Non-compete agreements	Straight-line	5 years

Intangible assets with indefinite useful lives are tested at least annually, at the cash-generating unit ("CGU") level for impairment. The assessment of indefinite life is reviewed annually to determine whether the indefinite life assessment continues to be supportable. If not, the change in the useful life assessment from indefinite to finite is made on a prospective basis. Intangible assets with finite lives are amortized over the useful economic life on a straight-line basis and assessed for impairment whenever there is an indication that the intangible asset may be impaired. Amortization expense is included as part of cost of sales.

Goodwill

Goodwill arising on an acquisition of a business represents the excess of the purchase price over the fair value of the net identifiable assets of the acquired business. Goodwill is carried at cost as established at the date of acquisition of the business less accumulated impairment losses, if any.

For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to CGUs based on the lowest level within the entity in which the goodwill is monitored for internal management purposes. The allocation is made to those CGUs that are expected to benefit from the business combination in which the goodwill arose. GFL tests its goodwill for impairment at the operating segment level. Any potential impairment of goodwill is identified by comparing the recoverable amount of a CGU to its carrying value. Goodwill is reduced by the amount of deficiency, if any. If the deficiency exceeds the carrying amount of goodwill, the carrying values of the remaining assets in the CGUs are reduced by the excess on a pro-rata basis. GFL tests goodwill for impairment annually or more frequently if there are indications of impairment.

The recoverable amount of a CGU is the higher of the estimated fair value less costs of disposal or value-in-use of the CGU. In assessing value-in-use, the estimated future cash flows are discounted using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the CGU.

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(In millions of dollars except per share amounts or otherwise stated)

Landfill closure and post-closure obligations

GFL recognizes the estimated liability for an asset retirement obligation ("ARO") that results from acquisition, construction, development or normal operations in the year in which it is incurred. Costs associated with capping, closing and monitoring a landfill or portions of a landfill, after it ceases to accept waste, are initially measured at the discounted future value of the estimated cash flows over the landfill's operating life. The operating life represents the period over which the landfill receives waste. This value is capitalized as part of the cost of the related asset and amortized over the asset's useful life.

The determination of the obligations requires GFL to make significant estimates and assumptions. The significant assumptions include the estimates of future expenditures of landfill capping, closure and post-closure activities, which are prepared by internal and third-party engineering specialists and reviewed at least once annually and consider, amongst other things, regulations that govern each site. The estimated liabilities are valued using present value techniques that consider and incorporate assumptions and considerations marketplace participants would use in the determination of those estimates, including inflation, markups, inherent uncertainties due to the timing of work performed, information obtained from third parties, quoted and actual prices paid for similar work and engineering estimates. Inflation assumptions are based on management's evaluation of current and future economic conditions and the expected timing of these expenditures. Estimates are discounted applying the risk-free rate, which is a rate that is essentially free of default risk. In determining the risk-free rate, consideration is given to both current and future economic conditions and the expected timing of expenditures.

Leasing arrangements

Leases are recognized as a right-of-use asset and a corresponding liability at the date at which the leased asset is available for use by GFL.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable;
- variable lease payments that are based on an index or a rate;
- amounts expected to be payable by the lessee under residual value guarantees;
- the exercise price of a purchase option if the lessee is reasonably certain to exercise that option; and
- payments of penalties for terminating the lease, if the lease term reflects the lessee exercising that option.

As the interest rate implicit in GFL's leases is typically not readily determinable, GFL utilizes its incremental borrowing rate to discount the lease payments.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability;
- any lease payments made at or before the commencement date less any lease incentives received;
- any initial direct costs; and
- restoration costs.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Lease obligations are subsequently measured at amortized cost using the effective interest method. GFL has elected not to recognize right-of-use assets and lease obligation for leases of low-value assets and short-term leases. Lease payments associated with these leases are expensed on a straight-line basis over the lease term.

Revenue recognition

GFL records revenue when control is transferred to the customer, generally at the time that the service is provided. Revenue is measured based on the consideration specified in a contract with a customer or consideration agreed by a customer. Revenue excludes amounts collected on behalf of third parties. GFL recognizes revenue from the following major sources:

Collection and disposal of solid waste

GFL generates revenue through fees charged for the collection of solid waste including recyclables, from its municipal, residential and commercial and industrial customers. Revenues from these contracts are influenced by a variety of factors including collection frequency, type of service, type and volume or weight of waste and type of equipment and containers furnished to the customer. In addition to handling GFL's own collected waste volumes, its transfer stations, material recovery facilities ("MRFs"), landfills and organic waste processing facilities generate revenue from tipping fees paid to GFL by municipalities and third-party haulers and waste generators and from the sale of recycled commodities. GFL also operates MRFs, transfer stations and landfills for municipal owners under a variety of compensation arrangements, including fixed fee arrangements or on a tonnage or other basis.

Our municipal customer relationships are generally supported by contracts ranging from three to ten years. Our municipal collection contracts provide for fees based upon a per household, per tonne or ton, per lift or per service basis and often provide for annual price increases indexed to the Consumer Price Index ("CPI"), other waste related indices and market costs for fuel. We provide regularly scheduled service to a large percentage of our commercial and industrial customers under contracts with three to five year terms with automatic renewals, volume-based pricing and CPI, fuel and other adjustments. Other commercial and industrial customers are serviced on an "on-call" basis.

Certain future variable considerations of long-term customer contracts may be unknown upon entering into the contract, including the amount that will be billed in accordance with annual CPI, market costs for fuel and commodity prices. The amount to be billed is often tied to changes in an underlying base index such as a CPI or a fuel or commodity index, and revenue is recognized once the index is established for the future period. GFL does not disclose the value of unsatisfied performance obligations for these contracts as its right to consideration corresponds directly to the value provided to the customer for services completed to date and all future variable consideration is allocated to wholly unsatisfied performance obligations.

Collection and disposal of liquid waste

GFL generates revenue through fees charged for the collection, management, transportation, processing and disposal of a wide variety of industrial and commercial liquid wastes. Revenue is primarily derived from fees charged to customers on a per service, volume and/or hour basis. Revenues from these contracts are influenced by a variety of factors including timing of contract, type of service, type and volume of liquid waste and type of equipment used. Revenue in the liquid waste business is also derived from the stewardship return incentives paid by most Canadian provinces in which GFL has liquid waste operations, as well as from the sale of used motor oil, solvents and downstream products to third parties. The fees received from third parties are based primarily on the market, type and volume of material sold. Generally, fees are billed and revenue is recognized at the time control is transferred. Revenue recognized under these agreements is variable in nature based on volumes and commodity prices at the time of sale, which are unknown at contract inception.

Soil remediation and infrastructure contracts

GFL earns revenue through fees collected for the excavation and transport of clean and contaminated soils and the remediation and disposal of contaminated and remediated soils. GFL also offered complementary civil, demolition, excavation and shoring services in its infrastructure business. In the soil remediation and infrastructure business, revenue is generated on a project basis, normally encompassing all of the above services.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Revenue was recognized for these services based on the percentage of completion of the contract, measured based on the expected costs to complete the project. In cases where soil remediation services were sold outside of an infrastructure project, the fees for remediation and the related excavation operations were generated on a per tonne basis.

Unbilled revenue

Unbilled revenue occurs in certain situations where GFL has transferred goods or services to the customers but has not yet billed the customer. Any amount previously recognized as unbilled revenue is reclassified to trade receivables at the point at which it is invoiced to the customer.

Share-based payments

Share options issued by GFL as remuneration of its key employees, officers, and directors are settled in subordinate voting shares and are accounted for as equity-settled awards.

The fair value of options granted is measured using either the Black-Scholes option pricing model or the Monte Carlo simulation methods, which rely on estimates of the expected risk-free interest rate, expected dividend payments, expected share price volatility, the value of GFL's shares and the expected average life of the options. GFL believes these models adequately capture the substantive features of the option awards and are appropriate to calculate their fair values.

The fair value of the options determined at the grant date is expensed over the vesting period using an accelerated method of amortization, with a corresponding increase to contributed surplus. Expense related to share-based payments is included as part of selling, general and administrative expense. Upon exercise of options, the amount recognized in contributed surplus for the awards and the cash received upon exercise are recognized as an increase in share capital.

GFL has a long-term incentive plan ("LTIP") to grant long-term equity-based incentives, including options, performance stock units ("PSUs"), restricted stock units ("RSUs"), and deferred share units ("DSUs") to eligible participants. Each award represents the right to receive subordinate voting shares, or in the case of PSUs and RSUs, subordinate voting shares and/or cash, in accordance with the terms of the LTIP.

The fair value of the RSUs and DSUs granted are based on the closing price of the subordinate voting shares on the day prior to the grant. The fair value of the RSUs and DSUs are recognized as compensation expense over the vesting period. As at December 31, 2022, there have been no PSUs issued.

Income taxes

Income tax expense or recovery is comprised of current and deferred income taxes. It is recognized in the consolidated statement of operations, except to the extent that the expense relates to items recognized directly in equity.

A current or non-current tax liability/asset is the estimated tax payable/receivable on taxable earnings for the period, and any adjustments to taxes payable with respect to previous periods.

The liability method is used to account for deferred tax assets and liabilities, which arise from temporary differences between the carrying amount of assets and liabilities recognized in the consolidated statement of financial position and their corresponding tax basis. The carry forward of unused tax losses and credits are recognized to the extent that it is probable they can be used in the future.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent it is no longer probable that the deferred income tax asset will be recovered.

Deferred income tax assets and liabilities are calculated at the tax rates that are expected to apply when the asset or liability is recovered or settled. Current and deferred tax assets and liabilities are calculated using tax rates that have been enacted or substantively enacted at the end of the reporting date.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Where current tax or deferred tax arises from the initial accounting for a business combination, the tax effect is included in the accounting for the business combination.

Deferred tax income liabilities are offset if a legally enforceable right exists to set off current income tax assets against current income tax liabilities and the deferred tax relates to the same taxable entity and the same taxation authority.

Deferred financing costs

Deferred financing costs in respect of GFL's long-term debt are presented as a reduction of long-term debt and are recognized using the effective interest method over the term of the related financing agreement.

Financial instruments

Classification and measurement

All financial assets and liabilities are recognized initially at fair value plus or minus transaction costs, except for financial instruments at fair value through profit or loss ("FVTPL"), for which transaction costs are expensed.

Debt financial instruments are subsequently measured at FVTPL, fair value through other comprehensive income ("FVTOCI"), or amortized cost using the effective interest rate method. GFL determines the classification of its financial assets based on GFL's business model for managing the financial assets and whether the instruments' contractual cash flows represent solely payments of principal and interest on the principal amount outstanding.

GFL's derivatives designated as a hedging instrument in a qualifying hedge relationship are subsequently measured at FVTOCI. Equity instruments that meet the definition of a financial asset, if any, are subsequently measured at FVTPL or elected irrevocably to be classified at FVTOCI at initial recognition. Derivatives not designated in a qualified hedge relationship are measured at FVTPL.

Financial liabilities are subsequently measured at amortized cost using the effective interest method or at FVTPL in certain circumstances or when the financial liability is designated as such. For financial liabilities that are designated as FVTPL, the amount of change in the fair value of the financial liability that is attributable to changes in GFL's own credit risk of that liability is recognized in other comprehensive income or loss unless the recognition of the effects of changes in the liability's credit risk in other comprehensive income or loss would create or enlarge an accounting mismatch in the consolidated statement of operations. The remaining amount of change in the fair value of the liability is recognized in the consolidated statement of operations. Changes in the fair value of a financial liability attributable to GFL's own credit risk, if any, are recognized in other comprehensive income or loss and are not subsequently reclassified to the consolidated statement of operations; instead, they are transferred to retained earnings, upon de-recognition of the financial liability.

All of GFL's financial assets are categorized within the amortized cost measurement category. All of GFL's financial liabilities, with the exception of deferred foreign exchange derivatives and the Purchase Contracts (as defined below), are also categorized within the amortized cost measurement category. Deferred foreign exchange derivatives, which qualify for hedge accounting, are categorized within the FVTOCI category and the Purchase Contracts, which is a financial liability with embedded derivative features, is categorized within the FVTPL category.

Impairment

GFL uses a forward-looking Expected Credit Loss ("ECL") model to determine impairment of financial assets. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that GFL expects to receive.

For trade receivables and holdbacks, GFL applies the simplified approach and has determined the allowance based on lifetime ECLs at each reporting date. GFL establishes a provision that is based on GFL's historical credit loss experience, adjusted for forward-looking factors specific to the customers and the economic environment.

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Hedge accounting

GFL is exposed to the risk of currency fluctuations and has entered into currency derivative contracts and is exposed to the risk of fuel price fluctuations and has entered into fuel derivative contracts to hedge a portion of this exposure on the basis of planned transactions. Where hedge accounting is applied, the criteria are documented at the inception of the hedge and updated at each reporting date. GFL documents the relationship between hedging instruments and hedged items, as well as its risk management objectives and strategy for undertaking the hedging transactions. GFL also documents its assessment, at hedge inception and on an ongoing basis, of whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in cash flows of hedged items.

Basis of fair values

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability.

GFL uses valuation techniques that it believes are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs. All assets and liabilities for which fair value is measured or disclosed are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

Level 1 — quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 — inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 — are unobservable inputs for the asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

Critical accounting judgments and estimates

The preparation of the Annual Financial Statements in conformity with IFRS requires management to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenue and expense for the period. Such estimates relate to unsettled transactions and events as of the date of the Annual Financial Statements. Accordingly, actual results may differ from estimated amounts as transactions are settled in the future. Estimates and assumptions are reviewed on an ongoing basis. Revisions to estimates are applied prospectively.

The following areas are the critical judgments and estimates that management has made in applying GFL's accounting policies and that have the most significant effect on amounts recognized in the Annual Financial Statements:

- Determining the fair value of acquired assets and liabilities in business combinations, specifically the fair value of acquired intangible assets and acquired landfill assets
- Estimating the amount and timing of the landfill closure and post-closure obligations, specifically the estimated future expenditures associated with landfill capping, closure and post-closure activities
- Determining the key assumptions for impairment testing for long-lived assets

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Foreign currency translation

Functional currency

Items related to GFL's subsidiaries are measured using the currency of the primary economic environment in which each entity operates (the functional currency). Foreign currency transactions are translated into the functional currency of each entity using the exchange rates prevailing at the date of the transactions or valuation when items are re-measured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the remeasurement at period-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the consolidated statement of operations.

Foreign operations

GFL's foreign operations are conducted through its subsidiaries located in the United States of America ("US subsidiaries"), whose functional currency is the United States dollar.

The assets and liabilities of these US subsidiaries are translated into the presentation currency of GFL using the exchange rate at the reporting date. Revenues and expenses are translated at the average exchange rate for the period. The resulting foreign exchange translation differences are recorded as a currency translation adjustment in other comprehensive income or loss.

New and amended standards adopted

A number of amended standards became applicable for the current reporting period. GFL was not required to change its accounting policies or make retrospective adjustments as a result of adopting the applicable amended standards.

New accounting standards issued but not yet effective

Certain new accounting standards and interpretations have been published that are not mandatory for the current period and have not been early adopted. For those standards and interpretations applicable to GFL, they are not expected to have a material impact on the Annual Financial Statements in future periods. GFL is closely monitoring the developments of amendments to IAS 1 and its impact on the Annual Financial Statements in the period of initial application.

3. BUSINESS COMBINATIONS

For the year ended December 31, 2022, GFL acquired 40 businesses, of which 35 were solid waste management businesses, and each of which GFL considers to be individually immaterial.

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The following table presents the purchase price allocation based on the best information available to GFL to date:

	Year ended December 31	
	2022	2021
Net working capital, including cash acquired of \$48.1 million and \$22.4 million, respectively	\$ 34.6	\$ 23.3
Property and equipment	614.6	1,000.1
Intangible assets	482.3	716.9
Other long-term assets	—	0.5
Goodwill	526.4	1,011.5
Lease obligations	(19.3)	(44.6)
Long-term debt	(64.1)	—
Other long-term liabilities	(8.0)	(14.7)
Landfill closure and post-closure obligations	(34.9)	(122.3)
Deferred income tax liabilities	(52.4)	(212.3)
	<u>1,479.2</u>	<u>2,358.4</u>
Less: Non-controlling interests	(6.0)	—
Net assets acquired	<u>\$ 1,473.2</u>	<u>\$ 2,358.4</u>
Share consideration issued	\$ 154.5	\$ 36.3
Cash	1,318.7	2,322.1
Consideration	<u>\$ 1,473.2</u>	<u>\$ 2,358.4</u>

In addition to the cash consideration noted above, during the year ended December 31, 2022, GFL paid \$18.5 million in additional consideration related to acquisitions from prior years.

GFL finalizes purchase price allocations relating to acquisitions within 12 months of the respective acquisition date and, as a result, there may be differences between the provisional estimates reflected above and the final acquisition accounting. During the year ended December 31, 2022, GFL finalized the purchase price allocations for certain acquisitions resulting in a decrease in net working capital of \$5.4 million, an increase in property and equipment of \$116.3 million, a decrease in intangible assets of \$130.1 million, an increase in lease obligations of \$1.5 million, a decrease in closure and post-closure obligations of \$5.3 million, a decrease in deferred income tax liabilities of \$0.8 million and an increase in goodwill of \$14.6 million.

Approximately \$279.2 million of the goodwill acquired during the year ended December 31, 2022 (\$208.7 million during the year ended December 31, 2021) is expected to be deductible for tax purposes.

Since the respective acquisition dates, revenue and net income before tax of approximately \$306.1 million and \$37.2 million, respectively, attributable to the 2022 acquisitions are included in these Annual Financial Statements.

Pro forma results of operations

If the 2022 acquisitions had occurred on January 1, 2022, the unaudited consolidated pro forma revenue and net loss before taxes for the year ended December 31, 2022 would have been \$7,013.6 million and \$324.4 million, respectively. The pro forma results do not purport to be indicative of the results of operations which would have resulted had the acquisitions occurred at the beginning of the year, nor are they necessarily indicative of future operating results.

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4. TRADE AND OTHER RECEIVABLES

The following table presents GFL's trade and other receivables for the periods indicated:

	December 31, 2022	December 31, 2021
Trade	\$ 1,067.7	\$ 865.3
Holdbacks	3.5	85.9
Unbilled revenue	68.1	203.6
Expected credit losses	(21.2)	(20.1)
	<u>\$ 1,118.1</u>	<u>\$ 1,134.7</u>

Trade receivables disclosed above include amounts that are past due at the end of the reporting period for which GFL has not recognized an expected credit loss as there has not been a significant change in credit quality and the amounts are still considered recoverable.

5. PREPAID EXPENSES AND OTHER ASSETS

The following table presents GFL's prepaid expenses and other assets for the periods indicated:

	December 31, 2022	December 31, 2021
Prepaid expenses and other assets	\$ 98.7	\$ 88.6
Vehicle parts, supplies and inventory	84.2	82.0
	<u>\$ 182.9</u>	<u>\$ 170.6</u>

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6. PROPERTY AND EQUIPMENT

The following table presents the changes in cost and accumulated depreciation of GFL's property and equipment for the periods indicated:

	Land, buildings and improvements	Landfills	Vehicles	Machinery and equipment	Assets under development	Containers	Right-of- use assets	Total
Cost								
Balance, December 31, 2020	\$ 1,246.3	\$ 1,706.1	\$ 1,631.4	\$ 912.7	\$ 83.3	\$ 406.7	\$ 203.5	\$ 6,190.0
Additions	56.1	197.2	286.8	167.2	24.7	79.4	179.3	990.7
Acquisitions via business combinations	226.1	382.5	180.9	85.4	6.2	74.4	44.6	1,000.1
Adjustments for prior year acquisitions	—	14.8	9.9	0.5	—	—	—	25.2
Disposals	(49.8)	(58.9)	(36.9)	(40.9)	(1.0)	(10.8)	(78.3)	(276.6)
Transfers	7.3	19.4	13.0	5.7	(45.5)	0.2	(0.3)	(0.2)
Changes in foreign exchange	(3.3)	(4.1)	(3.1)	(1.6)	1.6	(0.6)	(0.1)	(11.2)
Balance, December 31, 2021	1,482.7	2,257.0	2,082.0	1,129.0	69.3	549.3	348.7	7,918.0
Balance, December 31, 2021	1,482.7	2,257.0	2,082.0	1,129.0	69.3	549.3	348.7	7,918.0
Additions	80.3	135.5	297.5	133.3	119.2	126.5	104.2	996.5
Acquisitions via business combinations	79.1	220.6	167.6	44.2	6.2	77.5	19.4	614.6
Adjustments for prior year acquisitions	—	122.0	(6.5)	(0.7)	—	—	1.5	116.3
Adjustments for asset retirement obligations	—	(183.1)	—	—	—	—	—	(183.1)
Disposals	(69.4)	(57.1)	(50.8)	(254.2)	(4.8)	(1.0)	(17.9)	(455.2)
Transfers	56.0	94.2	7.5	(1.4)	(148.7)	(3.2)	(4.4)	—
Changes in foreign exchange	58.4	156.0	96.8	31.3	10.4	39.9	5.5	398.3
Balance, December 31, 2022	1,687.1	2,745.1	2,594.1	1,081.5	51.6	789.0	457.0	9,405.4
Accumulated depreciation								
Balance, December 31, 2020	58.0	265.7	411.8	226.9	—	98.6	54.2	1,115.2
Depreciation	51.7	230.4	291.5	178.2	—	69.4	55.7	876.9
Disposals	(2.8)	(22.3)	(25.2)	(16.5)	—	(5.3)	(15.8)	(87.9)
Changes in foreign exchange	0.2	1.1	0.9	0.6	—	0.3	0.1	3.2
Balance, December 31, 2021	107.1	474.9	679.0	389.2	—	163.0	94.2	1,907.4
Balance, December 31, 2021	107.1	474.9	679.0	389.2	—	163.0	94.2	1,907.4
Depreciation	65.2	294.6	302.9	167.7	—	97.5	73.0	1,000.9
Disposals	(18.5)	(7.8)	(31.0)	(104.3)	—	(0.8)	(7.2)	(169.6)
Impairment	11.9	—	—	2.3	—	—	—	14.2
Changes in foreign exchange	5.3	42.4	36.4	13.4	—	12.8	1.9	112.2
Balance, December 31, 2022	171.0	804.1	987.3	468.3	—	272.5	161.9	2,865.1
Carrying amounts								
At December 31, 2021	\$ 1,375.6	\$ 1,782.1	\$ 1,403.0	\$ 739.8	\$ 69.3	\$ 386.3	\$ 254.5	\$ 6,010.6
At December 31, 2022	\$ 1,516.1	\$ 1,941.0	\$ 1,606.8	\$ 613.2	\$ 51.6	\$ 516.5	\$ 295.1	\$ 6,540.3

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For the year ended December 31, 2022, total depreciation of property and equipment, excluding GFL Infrastructure which has been classified as discontinued operations, was \$1,003.9 million (\$911.9 million for the year ended December 31, 2021). Of the total depreciation for the year ended December 31, 2022, \$974.8 million was included in cost of sales (\$882.2 million for the year ended December 31, 2021) and \$29.1 million was included in selling, general and administrative expenses (\$29.7 million for the year ended December 31, 2021).

Depreciation of property and equipment of \$1,008.7 million for the year ended December 31, 2022 (\$931.8 million for the year ended December 31, 2021) as presented in the statement of cash flows was comprised of depreciation of \$1,000.9 million (\$876.9 million for the year ended December 31, 2021) shown in the table above, inclusive of GFL Infrastructure which has been classified as discontinued operations, and depreciation of \$7.8 million (\$54.9 million for the year ended December 31, 2021) due to the difference between the ARO calculated using the credit-adjusted, risk-free discount rate required for measurement of the ARO through purchase accounting, compared to the risk-free discount rate required for annual valuations.

For the year ended December 31, 2022, GFL recognized \$14.2 million of impairment charges and an insurance recovery of \$7.0 million related to assets that were destroyed by fire. There were no such charges for the year ended December 31, 2021.

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7. GOODWILL AND INTANGIBLE ASSETS

The following table presents the changes in cost and accumulated amortization of GFL's goodwill and intangible assets for the periods indicated:

	Goodwill	Indefinite life C of A	Customer lists and municipal contracts	Trade name, definite life C of A and other licenses	Non-compete agreements	Total
Cost						
Balance, December 31, 2020	\$ 6,500.4	\$ 641.4	\$ 2,844.6	\$ 81.8	\$ 397.5	\$ 10,465.7
Acquisitions via business combinations	1,011.5	172.0	389.6	—	155.3	1,728.4
Adjustments for prior year acquisitions	59.3	—	—	—	—	59.3
Disposals	(56.2)	(1.4)	(10.1)	—	(2.2)	(69.9)
Changes in foreign exchange	(13.9)	(0.1)	(4.4)	(0.3)	(0.6)	(19.3)
Balance, December 31, 2021	7,501.1	811.9	3,219.7	81.5	550.0	12,164.2
Balance, December 31, 2021	7,501.1	811.9	3,219.7	81.5	550.0	12,164.2
Acquisitions via business combinations	526.4	26.2	375.7	0.3	80.1	1,008.7
Adjustments for prior year acquisitions	14.6	—	(99.2)	20.7	(51.6)	(115.5)
Other	—	0.3	12.9	—	0.5	13.7
Disposals	(188.5)	(2.8)	(22.6)	—	(43.1)	(257.0)
Changes in foreign exchange	328.8	4.1	106.2	5.6	28.3	473.0
Balance, December 31, 2022	8,182.4	839.7	3,592.7	108.1	564.2	13,287.1
Accumulated amortization						
Balance, December 31, 2020	—	—	738.0	12.9	121.0	871.9
Amortization	—	—	363.4	8.1	89.7	461.2
Balance, December 31, 2021	—	—	1,101.4	21.0	210.7	1,333.1
Balance, December 31, 2021	—	—	1,101.4	21.0	210.7	1,333.1
Amortization	—	—	403.2	9.8	103.8	516.8
Disposals	—	—	(12.9)	—	(25.6)	(38.5)
Changes in foreign exchange	—	—	35.8	1.8	10.7	48.3
Balance, December 31, 2022	—	—	1,527.5	32.6	299.6	1,859.7
Carrying amounts						
At December 31, 2021	\$ 7,501.1	\$ 811.9	\$ 2,118.3	\$ 60.5	\$ 339.3	\$ 10,831.1
At December 31, 2022	\$ 8,182.4	\$ 839.7	\$ 2,065.2	\$ 75.5	\$ 264.6	\$ 11,427.4

All intangible asset amortization expense is included in cost of sales.

During the year ended December 31, 2022, GFL completed the GFL Infrastructure divestiture for cash consideration of \$224.0 million and an approximate 45% non-controlling equity interest in Green Infrastructure Partners Inc. ("GIP"). GFL also completed divestitures of certain post collection assets and ancillary operations for aggregate proceeds of \$117.7 million.

In assessing goodwill and indefinite life intangible assets for impairment at December 31, 2022 and 2021, GFL compared the aggregate recoverable amount of the assets included in CGUs to their respective carrying amounts.

For all CGUs, the recoverable amount was determined based on the value in use by discounting estimated future cash flows from a CGU to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks

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specific to the CGU. Estimated cash flow projections are based on GFL's one-year budget and five year strategic plan. There was no impairment recorded at the CGU level as at December 31, 2022 and 2021.

The key assumptions used for both periods in determining the recoverable amount for each CGU are as follows:

- Revenue growth rates – Growth rates ranging from 6.5% to 7.5% were used for the periods covered in the financial projections and are based on historical results and expectations for the forecasted periods.
- Pre-tax discount rates – The pre-tax discount rate calculation is based on the specific circumstances of the CGU and range from 7.2% to 9.8% (6.8% to 7.9% for the year ended December 31, 2021).
- Terminal growth value – The cash flows beyond the initial period are extrapolated using a growth rate of 2.3%. Rates are based on market and industry trends researched and identified by management.
- Capital expenditures – The cash flow forecasts for capital expenditures are based on past experience and include the ongoing capital expenditures required to maintain the business.

In all CGUs, reasonably possible changes to key assumptions would not cause the recoverable amount of each CGU to fall below the carrying value.

8. INVESTMENTS ACCOUNTED FOR USING THE EQUITY METHOD

The following table presents GFL's investments accounted for using the equity method for the periods indicated:

	December 31, 2022	December 31, 2021
Investment in associates	\$ 272.1	\$ —
Investment in joint ventures	54.5	—
	<u>\$ 326.6</u>	<u>\$ —</u>

Associates

During the year ended December 31, 2022, GFL invested in associates, each of which GFL considers to be individually immaterial. GFL has accounted for these investments in associates using the equity method.

For the year ended December 31, 2022, GFL's share of profit from continuing operations and total comprehensive income from associates is \$21.1 million (\$nil for the year ended December 31, 2021)

Joint ventures

During the year ended December 31, 2022, GFL invested in joint ventures, each of which GFL considers to be individually immaterial. GFL has accounted for these investments in joint ventures using the equity method.

For the year ended December 31, 2022, GFL's share of loss from continuing operations and total comprehensive income from joint ventures is \$0.4 million (\$nil for the year ended December 31, 2021).

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9. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

The following table presents GFL's accounts payable and accrued liabilities for the periods indicated:

	December 31, 2022	December 31, 2021
Accounts payable	\$ 656.7	\$ 565.7
Accrued liabilities	426.9	355.7
Accrued interest	88.8	74.3
Accrued payroll and benefits	137.2	125.3
Deferred revenue	248.1	198.7
	<u>\$ 1,557.7</u>	<u>\$ 1,319.7</u>

10. LANDFILL CLOSURE AND POST-CLOSURE OBLIGATIONS

The following table presents GFL's landfill closure and post-closure obligations for the periods indicated:

	December 31, 2022	December 31, 2021
Balance, December 31, 2021	\$ 880.6	\$ 735.6
Acquisitions via business combinations	34.9	122.3
Adjustment related to prior year acquisitions	(5.3)	1.6
Disposals	(16.4)	(102.9)
Provisions	92.1	149.4
Adjustment for discount rates	(183.1)	—
Accretion	20.1	14.4
Expenditures	(27.5)	(37.1)
Changes in foreign exchange	51.8	(2.7)
Balance, December 31, 2022	<u>847.2</u>	<u>880.6</u>
Less: Current portion of landfill closure and post-closure obligations	(30.8)	(39.1)
Non-current portion of landfill closure and post-closure obligations	<u>\$ 816.4</u>	<u>\$ 841.5</u>

The present value of GFL's future landfill closure and post-closure obligations have been estimated by management based on GFL's cost, in today's dollars, to settle closure and post-closure obligations at its landfills, projected timing of these expenditures and the application of discount and inflation rates. GFL used a risk-free discount rate of 3.28% in Canada and 3.97% in the United States as at December 31, 2022 (1.60% in Canada and 1.90% in the United States as at December 31, 2021) and an inflation rate of 2.38% in Canada and 2.63% in the United States (1.78% in Canada and 2.09% in the United States as at December 31, 2021) to calculate the present value of the landfill closure and post-closure obligations. Obligations acquired through business combinations are initially valued at fair value using a credit-adjusted, risk-free discount rate. Reducing the discount rate to the risk-free rate resulted in a one-time increase to the liability of \$7.8 million included in the provisions line item in the table above for the year ended December 31, 2022 (\$54.9 million for the year ended December 31, 2021).

The landfill closure and post-closure obligations mature as follows:

Less than 1 year	\$ 30.8
Between 1-2 years	102.7
Between 2-5 years	117.9
Over 5 years	595.8
	<u>\$ 847.2</u>

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Funded landfill post-closure assets

GFL is required to deposit funds into trusts to settle post-closure obligations for landfills in certain jurisdictions. As at December 31, 2022, included in other long-term assets are funded landfill post-closure obligations, representing the fair value of legally restricted assets, totaling \$26.1 million (\$22.9 million as at December 31, 2021).

11. LONG-TERM DEBT

The following table presents GFL's long-term debt for the periods indicated:

	December 31, 2022	December 31, 2021
Revolving credit facility	\$ 771.8	\$ —
Term Loan A Facility	500.0	500.0
Term Loan B Facility	1,742.7	1,647.9
Notes ⁽¹⁾		
4.250% USD senior secured notes ("4.250% 2025 Secured Notes") ⁽²⁾	677.2	633.9
3.750% USD senior secured notes ("3.750% 2025 Secured Notes") ⁽³⁾	1,015.8	950.9
5.125% USD senior secured notes ("5.125% 2026 Secured Notes") ⁽⁴⁾	677.2	633.9
3.500% USD senior secured notes ("3.500% 2028 Secured Notes") ⁽⁵⁾	1,015.8	950.9
4.000% USD senior notes ("4.000% 2028 Notes") ⁽⁶⁾	1,015.8	950.9
4.750% USD senior notes ("4.750% 2029 Notes") ⁽⁷⁾	1,015.8	950.9
4.375% USD senior notes ("4.375% 2029 Notes") ⁽⁸⁾	744.9	697.2
Other	75.0	4.6
Subtotal	9,252.0	7,921.1
Discount	(5.5)	(4.6)
Derivative liability	79.9	154.7
Deferred finance costs	(59.6)	(69.4)
Total long-term debt	9,266.8	8,001.8
Less: Current portion of long-term debt	17.9	17.2
Non-current portion of long-term debt	\$ 9,248.9	\$ 7,984.6
Total long-term debt	9,266.8	8,001.8
Less: Derivative asset ⁽⁹⁾	(58.3)	(22.8)
Total long-term debt, net of derivative asset	\$ 9,208.5	\$ 7,979.0

(1) Refer to Note 21 for additional information on the hedging arrangements related to the Notes.

(2) The 4.250% 2025 Secured Notes bear interest semi-annually which commenced on December 1, 2020 with the principal maturing on June 1, 2025.

(3) The 3.750% 2025 Secured Notes bear interest semi-annually which commenced on February 1, 2021 with the principal maturing on August 1, 2025.

(4) The 5.125% 2026 Secured Notes bear interest semi-annually which commenced on December 15, 2019 with principal maturing on December 15, 2026.

(5) The 3.500% 2028 Secured Notes bear interest semi-annually which commenced on September 1, 2021 with principal maturing on September 1, 2028.

(6) The 4.000% 2028 Notes are comprised of US\$500.0 million of initial notes and US\$250.0 million of additional notes. The initial notes and additional notes bear interest semi-annually which commenced on February 1, 2021 and February 1, 2022, respectively. The total principal matures on August 1, 2028.

(7) The 4.750% 2029 Notes bear interest semi-annually which commenced on December 15, 2021 with principal maturing on June 15, 2029.

(8) The 4.375% 2029 Notes bear interest semi-annually which commenced on February 15, 2022 with principal maturing on August 15, 2029.

(9) Includes reclassification of derivative asset from Long-term debt to Other long-term assets, refer to Note 2.

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Revolving credit facility and term loan facility

Under the amended and restated revolving credit agreement dated as of September 27, 2021 (as amended, the "Revolving Credit Agreement"), GFL has access to (a) a \$1,205.0 million revolving credit facility (available in Canadian and US dollars) and an aggregate US\$75.0 million in revolving credit facilities (available in US dollars) (collectively, the "Revolving Credit Facility") and (b) a term loan of \$500.0 million (the "Term Loan A Facility"). The Term Loan A Facility matures on September 27, 2026. The Revolving Credit Facility and Term Loan A Facility accrue interest at a rate of SOFR/Bankers Acceptance plus 1.500% to 2.250% or Canadian/US prime plus 0.500% to 1.250%. The Revolving Credit Facility and Term Loan A Facility are secured by mortgages on certain properties, a general security agreement over all of the assets of GFL and certain material subsidiaries and a pledge of the shares of such subsidiaries.

The Revolving Credit Agreement contains a Total Net Funded Debt to Adjusted EBITDA and an Interest Coverage Ratio (each as defined in the Revolving Credit Agreement) financial maintenance covenant.

The Total Net Funded Debt to Adjusted EBITDA ratio to be maintained is equal to or less than 6.00 to 1.00 for a period of four complete fiscal quarters following completion of a Material Acquisition and at all other times, equal to or less than 5.75 to 1.00. The Interest Coverage Ratio must be equal to or greater than 3.00 to 1.00. As at December 31, 2022 and December 31, 2021, GFL was in compliance with these covenants.

GFL has a term loan B facility which matures on May 31, 2025 and bears interest at a rate of LIBOR (with a floor rate at 0.500%) plus 3.000% or US prime plus 2.000% (the "Term Loan B Facility"). The Term Loan B Facility is secured by mortgages on certain properties, a general security agreement over all the assets of GFL and certain material subsidiaries and a pledge of the shares of such subsidiaries.

Other

In 2022, we acquired a 51.0% controlling interest in an entity that had promissory notes with an aggregate principal amount of US\$48.9 million. The promissory notes mature on June 14, 2027 and bear interest at a rate of 3.000% per annum, payable quarterly, which interest rate increases by 100 basis points commencing on June 15, 2023 and each subsequent anniversary date thereof until maturity. Upon default, the promissory notes are the obligation of the subsidiary.

Changes in long-term debt arising from financing activities

The following table presents GFL's opening balances of long-term debt reconciled to closing balances:

	December 31, 2022	December 31, 2021
Balance, December 31, 2021	\$ 8,001.8	\$ 6,166.1
Cash flows		
Issuance of long-term debt	1,656.4	3,816.0
Repayment of long-term debt	(904.5)	(2,010.8)
Payment of financing costs	(2.7)	(30.6)
Long-term debt associated with acquired subsidiary	73.3	—
Non-cash changes		
Accrued interest and other non-cash changes	16.0	19.1
Revaluation of foreign exchange	504.3	5.8
Fair value movements on cash flow hedges	(77.8)	36.2
Balance, December 31, 2022	\$ 9,266.8	\$ 8,001.8

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Commitments related to long-term debt

The following table presents GFL's principal future payments on long-term debt in each of the next five years as follows:

2023	\$ 17.9
2024	17.8
2025	3,400.1
2026	1,949.0
2027	74.8
Thereafter	3,792.4
	<u>\$ 9,252.0</u>

12. INTEREST AND OTHER FINANCE COSTS

The following table presents GFL's interest and other finance costs for the periods indicated:

	December 31, 2022	December 31, 2021 ⁽¹⁾
Interest	\$ 427.1	\$ 323.9
Prepayment penalties for early note redemption	—	49.3
Amortization of deferred financing costs	13.8	21.7
Accretion of landfill closure and post-closure obligations	20.1	14.4
Other finance costs	28.3	23.2
Interest and other finance costs	<u>\$ 489.3</u>	<u>\$ 432.5</u>

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

13. LEASE OBLIGATIONS

GFL leases several assets including buildings, property and equipment.

The following table presents GFL's future minimum payments under lease obligations for the periods indicated:

	December 31, 2022	December 31, 2021
Lease obligations	\$ 480.1	\$ 364.6
Less: Interest	101.3	56.3
	<u>378.8</u>	<u>308.3</u>
Less: Current portion of lease obligations	51.5	50.9
Non-current portion of lease obligations	<u>\$ 327.3</u>	<u>\$ 257.4</u>

Lease obligations include \$120.4 million of secured lease obligations as at December 31, 2022 (\$126.1 million as at December 31, 2021).

Interest expense in connection with lease obligations was \$15.3 million for the year ended December 31, 2022 (\$15.3 million for the year ended December 31, 2021).

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The following table presents principal and interest payments on future minimum lease payments under the lease obligations in each of the next five years as follows:

2023	\$	68.9
2024		60.9
2025		51.8
2026		120.5
2027		23.6
Thereafter		154.4
	<u>\$</u>	<u>480.1</u>

14. TANGIBLE EQUITY UNITS

On March 5, 2020, GFL completed its offering of 15,500,000 6.00% TEUs for total gross proceeds of \$1,040.7 million (US\$775.0 million). Each TEU, which has a stated amount of US\$50.00, is comprised of a prepaid stock purchase contract (the "Purchase Contract(s)") and a senior amortizing note (the "Amortizing Note(s)") due March 15, 2023, both of which are freestanding instruments and separate units of account. The Amortizing Notes are classified as a financial liability held at amortized cost. As at December 31, 2022, GFL's remaining principal future payments due in 2023 on the Amortizing Notes is \$15.6 million. The Purchase Contracts are accounted for as prepaid forward contracts to deliver a variable number of equity instruments equal to a fixed dollar amount, subject to a cap and floor. Accordingly, the Purchase Contracts meet the definition of a financial liability with embedded derivative features, which GFL has elected to measure at fair value through profit or loss. This resulted in an unrealized (gain) loss of \$266.8 million on the market value of the Purchase Contracts for the year ended December 31, 2022 (\$349.6 million for the year ended December 31, 2021).

Each Amortizing Note has an initial principal amount of US\$8.5143 and bears interest at 4.000% per year. On each of March 15, June 15, September 15, and December 15, GFL will pay equal quarterly cash instalments of US\$0.7500 per Amortizing Note (except for the June 15, 2020 installment payment, which was US\$0.8333 per Amortizing Note), which cash payment in the aggregate will be the equivalent of 6.000% per year with respect to each US\$50.00 stated amount of the TEUs. Each instalment constitutes a payment of interest and a partial payment of principal.

Unless settled earlier, on March 15, 2023 each Purchase Contract will automatically settle for subordinate voting shares. Upon settlement of a Purchase Contract, GFL will deliver not more than 2.6326 subordinate voting shares and not less than 2.1939 subordinate voting shares, subject to adjustment, based on the Applicable Market Value of GFL's subordinate voting shares as described below:

- If the Applicable Market Value is greater than the threshold appreciation price, which is US\$22.80, holders will receive 2.1939 subordinate voting shares per Purchase Contract;
- If the Applicable Market Value is less than or equal to the threshold appreciation price but greater than or equal to the reference price, which is US\$19.00, the holder will receive a number of subordinate voting shares per Purchase Contract equal to US\$50.00, divided by the Applicable Market Value; and
- If the Applicable Market Value is less than the reference price, the holder will receive 2.6326 subordinate voting shares per Purchase Contract.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of GFL's subordinate voting shares over the twenty consecutive trading day period immediately preceding March 15, 2023.

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The following table presents GFL's deferred income tax assets and liabilities and their changes for the periods indicated:

	Balance, December 31, 2021	Discontinued operations	Acquisitions via business combinations	Foreign exchange	Recognized in net loss	Recognized in other comprehensive loss	Balance, December 31, 2022
Deferred income tax assets							
Non-capital loss carry forwards	\$ 446.8	\$ (13.8)	\$ 5.7	\$ 11.0	\$ 15.0	\$ —	\$ 464.7
Landfill closures and post-closure obligations	178.1	—	0.9	9.8	16.2	—	205.0
Accrued liabilities	1.2	—	(0.3)	1.2	1.3	—	3.4
Other	134.2	19.2	6.1	(2.0)	37.2	—	194.7
	<u>760.3</u>	<u>5.4</u>	<u>12.4</u>	<u>20.0</u>	<u>69.7</u>	<u>—</u>	<u>867.8</u>
Deferred income tax liabilities							
Property and equipment	774.9	(13.5)	62.6	60.0	45.9	—	929.9
Intangible assets	711.7	(1.9)	3.4	(1.7)	(119.4)	—	592.1
Cash flow hedges	5.8	—	—	—	—	(21.6)	(15.8)
Other	(8.2)	(3.7)	(2.0)	(4.6)	(37.3)	—	(55.8)
	<u>1,484.2</u>	<u>(19.1)</u>	<u>64.0</u>	<u>53.7</u>	<u>(110.8)</u>	<u>(21.6)</u>	<u>1,450.4</u>
Net deferred income tax liabilities	<u>\$ 723.9</u>	<u>\$ (24.5)</u>	<u>\$ 51.6</u>	<u>\$ 33.7</u>	<u>\$ (180.5)</u>	<u>\$ (21.6)</u>	<u>\$ 582.6</u>

Acquisitions via business combinations includes \$0.8 million of measurement period adjustments to adjust previously reported purchase price allocations completed during prior years.

As at December 31, 2022, GFL had income tax losses of approximately \$1,871.6 million (\$1,763.3 million as at December 31, 2021) available to carry forward to reduce future years' taxable income. If not utilized, these losses will begin to expire in 2023 and fully expire in 2042.

	Balance, December 31, 2020	Acquisitions via business combinations ⁽¹⁾	Foreign exchange	Recognized in equity	Recognized in net loss ⁽¹⁾	Recognized in other comprehensive loss	Balance, December 31, 2021
Deferred tax assets							
Non-capital loss carry forwards	\$ 426.8	\$ 0.5	\$ 0.2	\$ —	\$ 19.3	\$ —	\$ 446.8
Landfill closures and post-closure obligations	179.9	(18.3)	(0.7)	—	17.2	—	178.1
Accrued liabilities	10.1	0.7	(1.1)	—	(8.5)	—	1.2
Other	106.0	18.6	(0.1)	2.1	7.6	—	134.2
	<u>722.8</u>	<u>1.5</u>	<u>(1.7)</u>	<u>2.1</u>	<u>35.6</u>	<u>—</u>	<u>760.3</u>
Deferred tax liabilities							
Property and equipment	671.2	130.7	(2.2)	—	(24.8)	—	774.9
Intangible assets	615.7	158.9	(1.0)	—	(61.9)	—	711.7
Cash flow hedges	9.8	—	—	—	(0.2)	(3.8)	5.8
Other	(0.4)	0.1	(0.5)	—	(7.4)	—	(8.2)
	<u>1,296.3</u>	<u>289.7</u>	<u>(3.7)</u>	<u>—</u>	<u>(94.3)</u>	<u>(3.8)</u>	<u>1,484.2</u>
Net deferred income tax liabilities	<u>\$ 573.5</u>	<u>\$ 288.2</u>	<u>\$ (2.0)</u>	<u>\$ (2.1)</u>	<u>\$ (129.9)</u>	<u>\$ (3.8)</u>	<u>\$ 723.9</u>

(1) Includes deferred tax expense of \$1.8 million associated with discontinued operations, refer to Note 2 and Note 25.

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The following table presents GFL's TEUs for the periods indicated:

	December 31, 2022	December 31, 2021
Amortizing Notes	\$ 15.5	\$ 70.4
Purchase Contracts	1,009.4	1,218.1
	<u>1,024.9</u>	<u>1,288.5</u>
Less: Current portion of TEU	(1,024.9)	(56.9)
Non-current portion of TEU	<u>\$ —</u>	<u>\$ 1,231.6</u>

15. INCOME TAXES

The effective income tax rates differ from the amount that would be computed by applying the combined federal and provincial statutory income tax rates to loss before income taxes.

The following table presents GFL's income tax reconciliations for the periods indicated:

	December 31, 2022	December 31, 2021
Loss before income taxes	\$ (359.3)	\$ (736.2)
Income tax recovery at the combined basic federal and provincial tax rate (26.5% in 2022; and 26.5% in 2021)	(95.2)	(195.1)
Decrease (increase) resulting from:		
Permanent differences	(87.0)	73.6
Variance between combined Canadian tax rate and the tax rate applicable to U.S. earnings	3.7	(0.5)
De-recognition of deferred income tax assets	1.2	4.9
Other	1.2	7.9
Income tax recovery	<u>\$ (176.1)</u>	<u>\$ (109.2)</u>

Deferred income taxes

Deferred income taxes represent the net tax effect of non-capital tax losses and temporary differences between the consolidated financial statement carrying amounts and the tax basis of assets and liabilities.

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16. LOSS PER SHARE

The following table presents GFL's loss per share for the periods indicated:

	December 31, 2022	December 31, 2021 ⁽¹⁾
Net loss attributable to GFL Environmental Inc.	\$ (311.8)	\$ (606.8)
Less:		
Net (loss) income from discontinued operations	(127.9)	20.2
Amounts attributable to preferred shareholders	83.0	53.6
Adjusted net loss from continuing operations	\$ (266.9)	\$ (680.6)
Weighted and diluted weighted average number of shares outstanding	367,170,911	361,566,007
Basic and diluted (loss) earnings per share		
Continuing operations	\$ (0.73)	\$ (1.88)
Discontinued operations	(0.35)	0.05
Total operations	\$ (1.08)	\$ (1.83)

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

Basic and diluted loss per share includes the minimum conversion of TEUs into subordinate voting shares, which as at December 31, 2022 represented 25,665,433 subordinate voting shares (25,658,711 subordinate voting shares as at December 31, 2021). Diluted loss per share excludes the effects of time-based share options, RSUs, Preferred Shares (defined below), and any amount of subordinate voting shares arising from the conversion of TEUs in excess of the minimum conversion, as the effect would be anti-dilutive.

17. REVENUE

The following table presents GFL's revenue disaggregated by service type for the periods indicated.

	December 31, 2022	December 31, 2021 ⁽¹⁾
Residential	\$ 1,488.8	\$ 1,243.9
Commercial/industrial	2,461.3	1,869.7
Total collection	3,950.1	3,113.6
Landfill	837.7	677.4
Transfer	671.8	590.2
Material recovery	346.3	358.8
Other	415.3	258.1
Solid Waste	6,221.2	4,998.1
Environmental Services ⁽²⁾	1,343.2	813.3
Intercompany revenue	(803.1)	(674.8)
Revenue	\$ 6,761.3	\$ 5,136.6

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

(2) Environmental Services segment is the combination of the Liquid Waste segment and the soil remediation division, previously included in GFL's Infrastructure and Soil Remediation segment.

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18. OPERATING SEGMENTS

GFL's main lines of business are the transporting, managing, and recycling of solid and liquid waste and soil remediation services. GFL is divided into operating segments corresponding to the following lines of business: Solid Waste, which includes hauling, landfill, transfer and MRFs and Environmental Services, which includes liquid waste and soil remediation. Inter-segment transfers are made at market prices.

The operating segments are presented in accordance with the same criteria used for the internal report prepared for the chief operating decision-maker ("CODM") who is responsible for allocating the resources and assessing the performance of the operating segments. The CODM assesses the performance of the segments on several factors, including gross revenue, intercompany revenue, revenue and adjusted EBITDA. GFL's CODM is the Chief Executive Officer.

The Solid Waste segment follows a national internal reporting structure, and each country is considered a separate operating segment by the CODM.

The following tables present GFL's revenue and Adjusted EBITDA by operating segment for the periods indicated. Gross revenue is calculated based on revenue before intercompany revenue eliminations.

	Year ended December 31, 2022			
	Gross Revenue	Intercompany Revenue	Revenue	Adjusted EBITDA
Solid Waste				
Canada	\$ 1,926.5	\$ (248.3)	\$ 1,678.2	\$ 451.5
USA	<u>4,294.7</u>	<u>(460.5)</u>	<u>3,834.2</u>	<u>1,149.5</u>
Solid Waste	6,221.2	(708.8)	5,512.4	1,601.0
Environmental Services ⁽²⁾	<u>1,343.2</u>	<u>(94.3)</u>	<u>1,248.9</u>	<u>307.4</u>
Corporate	—	—	—	(187.6)
	<u>\$ 7,564.4</u>	<u>\$ (803.1)</u>	<u>\$ 6,761.3</u>	<u>\$ 1,720.8</u>

	Year ended December 31, 2021 ⁽¹⁾			
	Gross Revenue	Intercompany Revenue	Revenue	Adjusted EBITDA
Solid Waste				
Canada	\$ 1,610.5	\$ (199.6)	\$ 1,410.9	\$ 411.5
USA	<u>3,387.6</u>	<u>(394.9)</u>	<u>2,992.7</u>	<u>948.6</u>
Solid Waste	4,998.1	(594.5)	4,403.6	1,360.1
Environmental Services ⁽²⁾	<u>813.3</u>	<u>(80.3)</u>	<u>733.0</u>	<u>186.9</u>
Corporate	—	—	—	(136.1)
	<u>\$ 5,811.4</u>	<u>\$ (674.8)</u>	<u>\$ 5,136.6</u>	<u>\$ 1,410.9</u>

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

(2) Environmental Services segment is the combination of the Liquid Waste segment and the soil remediation division, previously included in GFL's Infrastructure and Soil Remediation segment.

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The following table presents GFL's reconciliation of Adjusted EBITDA to net loss for the periods indicated, excluding the results of GFL Infrastructure which has been classified as discontinued operations:

	December 31, 2022	December 31, 2021 ⁽¹⁾
Adjusted EBITDA	\$ 1,720.8	\$ 1,410.9
Less:		
Depreciation and amortization	1,003.9	911.9
Amortization of intangible assets	515.6	457.6
Interest and other finance costs	489.3	432.5
Income tax recovery	(176.1)	(109.2)
Loss on foreign exchange	217.7	16.2
Loss on sale of property and equipment	4.7	2.2
Mark-to-market (gain) loss on Purchase Contracts	(266.8)	349.6
Share of net income of investments accounted for using the equity method	(20.7)	—
Share-based payments	53.3	41.1
Gain on divestiture	(4.9)	(153.3)
Transaction costs	55.0	64.2
Acquisition, rebranding and other integration costs	25.8	25.1
Impairment and other	7.2	—
Net loss from continuing operations	\$ (183.2)	\$ (627.0)

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

Geographical information

Revenue from external customers and non-current assets can be analyzed according to the following geographic areas:

	Revenue		Non-current assets	
	December 31, 2022	December 31, 2021 ⁽¹⁾	December 31, 2022	December 31, 2021 ⁽²⁾
Canada	\$ 2,676.9	\$ 1,961.8	\$ 6,236.8	\$ 6,168.2
USA	4,084.4	3,174.8	12,147.7	10,732.6
	\$ 6,761.3	\$ 5,136.6	\$ 18,384.5	\$ 16,900.8

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

(2) Comparative figures have been re-presented, refer to Note 2 and Note 11.

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Goodwill and indefinite life intangible assets by operating segment

The carrying amount of goodwill and indefinite life intangible assets allocated to the operating segments is as follows:

	December 31, 2022	December 31, 2021 ⁽¹⁾
Solid Waste		
Canada	\$ 2,079.6	\$ 1,934.7
USA	6,046.2	5,328.8
Environmental Services ⁽²⁾	896.3	872.2
	\$ 9,022.1	\$ 8,135.7
GFL Infrastructure	—	177.3
	\$ 9,022.1	\$ 8,313.0

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

(2) Environmental Services segment is the combination of the Liquid Waste segment and the soil remediation division, previously included in GFL's Infrastructure and Soil Remediation segment.

19. SHAREHOLDER'S CAPITAL

Authorized capital

GFL's authorized share capital consists of (i) an unlimited number of subordinate voting shares, (ii) an unlimited number of multiple voting shares, (iii) an unlimited number of preferred shares, issuable in series, (iv) 28,571,428 Series A perpetual convertible preferred shares (the "Series A Preferred Shares") and (v) 8,196,721 Series B perpetual convertible preferred shares (the "Series B Preferred Shares"). The Series A Preferred Shares and Series B Preferred Shares are collectively referred to as the "Preferred Shares".

Subordinate and multiple voting shares

The rights of the holders of the subordinate voting shares and the multiple voting shares are substantially identical, except for voting and conversion. The holders of outstanding subordinate voting shares are entitled to one vote per subordinate voting share and the holders of multiple voting shares are entitled to ten votes per multiple voting share. The subordinate voting shares are not convertible into any other classes of shares. Each outstanding multiple voting share may at any time, at the option of the holder, be converted into one subordinate voting share. All multiple voting shares are owned by entities controlled by Patrick Dovigi.

In addition, all multiple voting shares will convert automatically into subordinate voting shares at such time that is the earlier of the following: (i) Patrick Dovigi and/or his affiliates no longer beneficially own, directly or indirectly, at least 2.0% of the aggregate of the issued and outstanding subordinate voting shares and multiple voting shares; (ii) Patrick Dovigi is no longer serving as a director or in a senior management position at GFL; or (iii) the twentieth anniversary of the closing of the IPO.

The subordinate voting shares and multiple voting shares rank *pari passu* with respect to the payment of dividends, return of capital and distribution of assets in the event of liquidation, dissolution or winding up of GFL.

Preferred shares

The preferred shares are issuable at any time and from time to time in series. Each series of preferred shares shall consist of such number of preferred shares and having such rights, privileges, restrictions and conditions as determined by the Board of Directors prior to the issuance thereof.

As at December 31, 2022, (a) the Series A Preferred Shares are convertible into 27,842,293 subordinate voting shares, at a conversion price of US\$25.19, representing 7.6% of the issued and outstanding subordinate voting shares and 5.7% of the aggregate outstanding voting rights, and (b) the Series B Preferred Shares are convertible into 7,268,463 subordinate voting shares, at a conversion price of US\$43.91, representing 2.0% of the issued and outstanding subordinate voting shares and 1.5% of the aggregate outstanding voting

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rights. The holders of the Preferred Shares are entitled to vote on an as-converted basis on all matters on which holders of subordinate voting shares and multiple voting shares vote, and to the greatest extent possible, will vote with the holders of subordinate voting shares and multiple voting shares as a single class. Each holder of Preferred Shares shall be deemed to hold, for the sole purpose of voting at any meeting of shareholders of GFL at which such holder is entitled to vote, the number of Preferred Shares equal to the number of subordinate voting shares into which such holder's registered Preferred Shares are convertible as of the record date for the determination of shareholders entitled to vote at such shareholders meeting. The liquidation preference of the Series A Preferred Shares and Series B Preferred Shares accrete at a rate of 7.000% and 6.000% per annum, respectively, compounded quarterly. From and after December 31, 2024 (in the case of the Series A Preferred Shares) or December 31, 2025 (in the case of the Series B Preferred Shares), GFL will have the option each quarter to redeem a number of Preferred Shares in an amount equal to the increase in the liquidation preference for the quarter. This optional redemption amount can be satisfied in either cash or subordinate voting shares at the election of GFL. If GFL elects to pay the optional redemption amount for a particular quarter in cash, the accretion rate for that quarter for the Series A Preferred Shares and Series B Preferred Shares will be 6.000% and 5.000% per annum, respectively. The Preferred Shares are subject to transfer restrictions, but can be converted into subordinate voting shares by the holder at any time. GFL may also require the conversion or redemption of the Preferred Shares at an earlier date in certain circumstances.

Normal course issuer bid

On May 10, 2022, the Toronto Stock Exchange accepted GFL's notice of intention to implement a normal course issuer bid ("NCIB") during the twelve-month period commencing on May 12, 2022 and ending May 11, 2023. Under the NCIB, a maximum of 16,510,694 subordinate voting shares may be repurchased by GFL. All subordinate voting shares repurchased by GFL under the NCIB will be cancelled. During the year ended December 31, 2022, GFL did not repurchase any subordinate voting shares under the plan.

Share issuances and cancellations

The following table presents GFL's share capital for the periods indicated:

	Subordinate voting shares	Multiple voting shares	Preferred shares	Total
Balance, December 31, 2021	326,229,953	12,062,964	36,768,149	375,061,066
Issued as partial consideration for acquisitions	3,976,434	—	—	3,976,434
Converted from options	450,000	—	—	450,000
Converted from RSUs	731,290	—	—	731,290
Converted from multiple voting shares into subordinate voting shares	250,000	(250,000)	—	—
Converted from TEUs	297	—	—	297
Cancelled during the year	(8,057)	—	—	(8,057)
Balance, December 31, 2022	331,629,917	11,812,964	36,768,149	380,211,030

Share options, RSUs and DSUs

The Board of Directors adopted the LTIP which allows GFL to grant long-term equity-based incentives, including options, PSUs and RSUs, to eligible participants. Each award represents the right to receive subordinate voting shares, or in the case of PSUs and RSUs, subordinate voting shares and/or cash, in accordance with the terms of the LTIP. The director deferred share unit plan (the "DSU Plan") was adopted by the Board of Directors, to provide non-employee directors the opportunity to receive a portion of their compensation in the form of DSUs. Each DSU represents a unit equivalent in value to a subordinate voting share based on the closing price of the subordinate voting shares on the day prior to the grant.

The maximum number of subordinate voting shares reserved for issuance under the LTIP, the DSU Plan, and any other security-based compensation arrangement in any one-year period is 10% of the total issued and outstanding subordinate voting shares and multiple voting shares in the capital which as at December 31, 2022, would equate to 34,344,288 subordinate voting shares in the capital of GFL.

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Share options

Changes in the number of share options held by officers and employees with their average exercise price per option are summarized below:

	Options	Weighted average exercise price (US\$)
Share options outstanding, December 31, 2021	24,114,121	\$ 31.79
Exercised	(1,985,539)	22.80
Share options outstanding, December 31, 2022	22,128,582	\$ 32.59
Vested share options, December 31, 2022	4,398,876	\$ 26.02

For the year ended December 31, 2022, there were no options granted, expired or forfeited.

For the year ended December 31, 2022, the total compensation expense related to share options amounted to \$21.1 million (\$18.7 million for the year ended December 31, 2021).

RSUs and DSUs

The following table presents GFL's summary of the RSUs and DSUs for the periods indicated:

	RSUs	Grant date fair value (US\$)	DSUs	Grant date fair value (US\$)
Outstanding, December 31, 2021	1,736,670	\$ 26.77	32,536	\$ 27.76
Granted	975,801	28.69	28,424	29.35
Settled	(730,215)	25.73	—	—
Forfeited	(75,487)	27.99	—	—
Outstanding, December 31, 2022	1,906,769	\$ 28.10	60,960	\$ 28.50
RSUs and DSUs expected to vest, December 31, 2022	1,814,959	\$ 28.19	60,960	\$ 28.50

For the year ended December 31, 2022, there were no RSU or DSU's cancelled.

For the year ended December 31, 2022, the total compensation expense related to RSUs amounted to \$31.1 million (\$21.6 million for the year ended December 31, 2021). For the year ended December 31, 2022, the total compensation expense related to DSUs amounted to \$1.1 million (\$0.8 million for the year ended December 31, 2021).

20. SUPPLEMENTAL CASH FLOW INFORMATION

The following table presents net change in non-cash working capital of GFL for the periods indicated:

	December 31, 2022	December 31, 2021
Effects of changes in		
Accounts payable and accrued liabilities	\$ 160.4	\$ 73.3
Trade and other receivables, net	(221.0)	(138.0)
Prepaid expenses and other assets	(24.9)	(22.4)
Changes in non-cash working capital items	(85.5)	(87.1)
Changes in non-cash working capital items for discontinued operations	(44.8)	(45.5)
Total changes in non-cash working capital items	\$ (40.7)	\$ (41.6)

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21. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

GFL's financial instruments consist of cash, trade accounts receivable, trade accounts payable, long-term debt, including related hedging instruments, and TEUs.

Fair value measurement

The carrying value of GFL's financial assets approximate their fair values. The carrying value of GFL's financial liabilities approximate their fair values with the exception of GFL's outstanding U.S. dollar secured and unsecured notes (the "Notes") and Amortizing Notes. The fair value hierarchy for these instruments are as follows for the periods indicated:

		December 31, 2022				
		Carrying Value	Fair Value	Level 1	Level 2	Level 3
Notes		\$ 6,157.0	\$ 5,568.6	\$ —	\$ 5,568.6	\$ —
Amortizing Notes		15.5	15.5	15.5	—	—

		December 31, 2021				
		Carrying Value	Fair Value	Level 1	Level 2	Level 3
Notes		\$ 5,764.0	\$ 5,808.3	\$ —	\$ 5,808.3	\$ —
Amortizing Notes		70.4	70.4	70.4	—	—

GFL uses a discounted cash flow model incorporating observable market data, such as foreign currency forward rates, to estimate the fair value of its Notes. Certain leases, equipment loans and other, and amounts due to related parties do not bear interest or bear interest at an amount that is not stated at fair value.

Purchase Contracts and net derivative instruments, which are recorded at fair value, are classified within Level 1 and Level 2, respectively.

Financial risk management objectives

As a result of holding and issuing financial instruments, GFL is exposed to liquidity, credit and market risks. The following provides a description of these risks and how GFL manages these exposures.

Credit risk

Credit risk is the risk of loss associated with a counterparty's inability to fulfill its payment obligations. GFL's principal financial assets that expose it to credit risk are accounts receivable.

GFL uses historical trends of default, the timing of recoveries and the amount of loss incurred, adjusted for management's judgement as to whether current economic and credit conditions are such that the actual losses are likely to be greater or less than suggested by historical trends. GFL considers the following as constituting an event of default for internal credit risk management purposes as historical experience indicates that accounts receivable that meet either of the following criteria are generally not recoverable:

- the customer is insolvent; or
- GFL's relationship with the customer has been severed; and/or
- the customer's receivable has aged beyond a reasonable period.

GFL provides credit to its customers in the normal course of its operations. The amounts disclosed in the statement of financial position represent the maximum credit risk and are net of allowance for doubtful accounts, based on management's estimates taking into account GFL's prior experience and its assessment of the current economic environment.

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The following is a breakdown of the trade receivables aging. It does not include holdbacks or unbilled revenue as they are made up of amounts to be received at the end of specific long term contracts.

	December 31, 2022	December 31, 2021
0-60 days	\$ 794.7	\$ 675.7
61-90 days	107.8	79.1
91+ days	165.2	110.5
	<u>\$ 1,067.7</u>	<u>\$ 865.3</u>

In determining the recoverability of trade and other receivables, GFL considers any change in the credit quality of the trade receivable from the date credit was initially granted up to the end of the reporting period.

Liquidity risk

GFL monitors and manages its liquidity to ensure that it has access to sufficient funds to meet its liabilities when due. Management of GFL believes that future cash flows from operations and the availability of credit under existing bank arrangements is adequate to support GFL's financial liquidity needs for its ongoing operations.

GFL has financial liabilities with varying contractual maturity dates. With the exception of long-term debt and lease obligations, all of GFL's significant financial liabilities mature in less than one year.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial liability will fluctuate because of changes in market interest rates. GFL enters into both fixed and floating rate debt, including equipment loans and also leases certain assets with fixed rates.

GFL's risk management objective is to minimize the potential for changes in interest rates to cause adverse changes in cash flows to GFL. The ratio of fixed to floating rate obligations outstanding is designed to maintain flexibility in GFL's capital structure to adjust to prevailing market conditions. GFL also manages interest rate risk through hedging instruments, as discussed further below as part of foreign currency risk.

At December 31, 2022, GFL had a ratio of fixed to floating rate obligations of approximately 67.1% fixed and 32.9% floating (72.9% fixed and 27.1% floating as at December 31, 2021).

A 1% change in the interest rate on floating rate obligations would have resulted in a change in the interest expense for the year ended December 31, 2022 of approximately \$29.9 million based on the balances outstanding as at December 31, 2022 (approximately \$21.5 million for the year ended December 31, 2021).

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Foreign currency risk

GFL is exposed to foreign currency risk relating to its operating and financing activities and partially mitigates such risk using certain cross-currency interest rate swaps. A \$0.01 change in the U.S. dollar to Canadian dollar exchange rate would impact our annual revenue and earnings for year ended December 31, 2022, by approximately \$31.3 million and \$8.8 million, respectively (\$25.3 million and \$7.5 million respectively, for the year ended December 31, 2021). GFL's swapped instruments included the following:

Underlying Items	Notional Amount (\$US)	Fixed/Variable Interest Rate Paid	Fixed/Variable Interest Rate Received	Fixed Foreign Exchange Rate Paid	Effective Date	Expiration
Term Loan B	399.4	3-Month CDOR + 3.174 %	3-Month LIBOR + 2.750 %	1.2976	May 31, 2018	May 30, 2025
4.250% 2025 Secured Notes	500.0	4.805 %	4.250 %	1.4198	April 29, 2020	June 1, 2025
5.125% 2026 Secured Notes	500.0	5.725 %	5.125 %	1.3245	December 16, 2019	December 15, 2026
8.500% 2027 Notes	48.0	8.399 %	8.500 %	1.3355	April 23, 2019	May 1, 2027
8.500% 2027 Notes	300.0	8.419 %	8.500 %	1.3355	April 23, 2019	May 1, 2027
8.500% 2027 Notes	348.0	8.500 %	8.500 %	1.2026	June 8, 2021	May 1, 2027
4.000% 2028 Notes	500.0	4.524 %	4.000 %	1.3112	November 23, 2020	August 1, 2028
4.750% 2029 Notes	350.0	5.317 %	4.750 %	1.2026	June 8, 2021	June 8, 2029

The effective cross-currency swaps eliminate the impact of changes in the value of the U.S. dollar between the date of issuance of the Notes and their respective maturity dates.

The cross-currency interest rate swap associated with the 8.500% 2027 Notes continued to be in place after the redemption of the notes. As a result of the redemption, GFL discontinued the use of hedge accounting. GFL entered into an offset swap to receive and pay interest semi-annually at 8.828% on US\$348.0 million in order to hedge this exposure.

In addition, GFL has exposure to foreign currency risk on its Term Loan B Facility. GFL manages a portion of this exposure with cash flow from its US operations as well as through cross-currency swaps to hedge the impact of changes in the value of the U.S. dollar between the date of issuance and the Term Loan B Facility maturity date of May 31, 2025, as adjusted for the mandatory repayments required under the Term Loan B Facility. At maturity, GFL will have paid a total of \$500.8 million in exchange for US\$386.0 million.

These cross-currency swaps have been designated at inception and accounted for as cash flow hedges. A gain, net of tax, in the fair value of derivatives designated as cash flow hedges in the amount of \$64.9 million has been recorded in other comprehensive loss for the year ended December 31, 2022 (\$1.3 million gain, net of tax for the year ended December 31, 2021).

Commodity risk

GFL entered into a series of swap contracts to partially hedge our exposure of diesel fuel purchases in Canada and certain areas in the U.S. As at December 31, 2022, the swap contracts had expired. The fair value of the agreements represented an asset of approximately \$5.4 million as at December 31, 2021, included in other long-term assets. GFL reclassified to net loss the fair value movements on the fuel contracts at maturity within its consolidated statements of operations of \$0.5 million for the year ended December 31, 2022 (\$nil for the year ended December 31, 2021).

GFL markets a variety of recyclable materials, including cardboard, mixed paper, plastic containers, glass bottles and ferrous and aluminum metals. GFL owns and operates recycling operations and sells other collected recyclable materials to third parties for processing before resale. To reduce GFL's exposure to commodity price risk with respect to recycled materials, it has adopted a pricing strategy of charging collection and processing fees for recycling volume collected from third parties. In the event of a change in recycled commodity prices, a 10% change in average recycled commodity prices from the average prices that were in effect would have had a \$14.9 million and \$14.7 million impact on revenues for the year ended December 31, 2022 and December 31, 2021, respectively.

Capital management

GFL defines capital that it manages as the aggregate of its shareholders' equity and long-term debt net of cash.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

GFL makes adjustments to its capital based on the funds available to GFL in order to support the ongoing operations of the business and in order to ensure that the entities in GFL will be able to continue as going concerns, while maximizing the return to stakeholders through the optimization of the debt and equity balances.

GFL manages its capital structure, and makes adjustments to it in light of changes in economic conditions. In order to maintain or modify the capital structure, GFL may arrange new debt with existing or new lenders, or obtain additional financing through other means.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the size of GFL, is reasonable. There were no changes in GFL's approach to capital management during the year ended December 31, 2022, and year ended December 31, 2021.

22. COMMITMENTS

Letters of credits

As at December 31, 2022, GFL had letters of credit totaling approximately \$233.0 million outstanding (\$199.5 million as at December 31, 2021), which are not recognized in the Annual Financial Statements. Interest expense in connection with these letters of credit was \$5.0 million for the year ended December 31, 2022 (\$3.9 million for the year ended December 31, 2021).

Performance bonds

As at December 31, 2022, GFL had issued performance bonds totaling \$1,560.7 million (\$1,748.1 million as at December 31, 2021).

23. RELATED PARTY TRANSACTIONS

Included in due to related party is a non-interest bearing unsecured promissory note payable to Josaud Holdings Inc., an entity controlled by Patrick Dovigi. The remaining principal outstanding on the note payable was \$3.5 million as at December 31, 2022 (\$10.5 million as at December 31, 2021). The note matured and was repaid on January 1, 2023.

Also included in due to related party is an interest bearing unsecured promissory note issued on March 5, 2020 payable to Sejosa Holdings Inc., an entity controlled by Patrick Dovigi. The note matures on March 5, 2025, is payable in equal semi-annual instalments of \$2.9 million and bears interest at market rate. The remaining principal outstanding on the note payable was \$14.5 million as at December 31, 2022 (\$20.3 million as at December 31, 2021).

These transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

From time to time, GFL has entered into leases with entities controlled by affiliates of Patrick Dovigi, as well as entities controlled by another director of GFL (the "Related Parties"). At this time, GFL leases five properties from the Related Parties. These leases are on arm's length and commercially reasonable terms, and have been supported by rental rate comparisons prepared by third parties. None of the leased premises are material to the operations of GFL. For the year ended December 31, 2022, GFL paid \$5.8 million (\$3.9 million for the year ended December 31, 2021) in aggregate lease payments to the Related Parties.

For the year ended December 31, 2022, GFL entered into transactions with GIP which resulted in revenue of \$31.6 million (\$nil for the year ended December 31, 2021) and net payables of \$3.8 million as at December 31, 2022 (\$nil as at December 31, 2021).

Compensation of key management personnel

The remuneration of key management personnel consisted of salaries, short-term benefits and share based payments. During the year ended December 31, 2022 total salaries and short-term benefits and share-based payments to key management personnel was \$36.8 million (\$34.2 million for the year ended December 31, 2021).

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

24. EXPENSES BY NATURE

The following table presents GFL's expenses by nature for the periods indicated:

	December 31, 2022	December 31, 2021 ⁽¹⁾
Employee benefits	\$ 2,011.3	\$ 1,557.3
Transfer and disposal costs	1,415.2	1,085.9
Interest and other finance costs	489.3	432.5
Depreciation of property and equipment	1,003.9	911.9
Amortization of intangible assets	515.6	457.6
Other expense	725.9	519.4
Transaction costs	55.0	64.2
Acquisition, rebranding and other integration costs	25.8	25.1
Maintenance and repairs	480.9	340.2
Fuel costs	405.4	222.9
Loss on foreign exchange	217.7	16.2
Share-based payments	55.1	41.1
Loss on sale of property and equipment	4.7	2.2
Gain on divestiture	(4.9)	(153.3)
Mark-to-market loss on Purchase Contracts	(266.8)	349.6
Impairment and other	7.2	—
Total expenses by nature	\$ 7,141.3	\$ 5,872.8

(1) Comparative figures have been re-presented, refer to Note 2 and Note 25.

25. DISCONTINUED OPERATIONS

On April 25, 2022, GFL announced the completion of the divestiture of GFL Infrastructure for cash consideration of \$224.0 million and an approximate 45% non-controlling equity interest in GIP, an entity that is controlled by funds managed by HPS Investment Partners Inc. through a majority equity interest. An affiliate controlled by Patrick Dovigi holds a minority equity interest in GIP.

The results of GFL Infrastructure are presented as a single amount on the statement of operations and comprehensive income (loss). The post-tax results of the discontinued operations for the periods indicated are as follows:

	December 31, 2022	December 31, 2021
Revenue	\$ 96.8	\$ 388.9
Expenses	98.4	365.5
(Loss) earnings before income taxes	(1.6)	23.4
Income tax expense	5.0	3.2
Net (loss) income	(6.6)	20.2
Impairment	(121.3)	—
Net (loss) income and comprehensive (loss) income from discontinued operations	\$ (127.9)	\$ 20.2

Cash flow information for GFL Infrastructure is as follows:

	December 31, 2022	December 31, 2021
Operating cash flows from discontinued operations	\$ (35.4)	\$ 5.7
Investing cash flows from discontinued operations	(7.2)	(61.7)
Financing cash flows from discontinued operations	(1.0)	(3.2)
Decrease in cash from discontinued operations	\$ (43.6)	\$ (59.2)

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

26. SUBSEQUENT EVENTS

Subsequent to year end, GFL amended its Revolving Credit Agreement to increase the term loan portion by \$275.0 million. GFL also amended its Term Loan B Facility to extend the maturity date by two years to May 31, 2027 and to transition the remainder of the loan from a LIBOR-based interest benchmark to a SOFR-based interest benchmark.



BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 8/13/2024

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
AUGUST 19, 2024 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund

1) Health Department – Budget Ordinance Amendment B250049 to recognize federal funds awarded through the North Carolina Department of Health & Human Services, Division of Public Health in the amount of \$107,452 and a decrease in the amount of \$61,079

The Board is requested to accept and approve Budget Ordinance Amendment B250049 to recognize federal funds awarded through the North Carolina Department of Health & Human Services, Division of Public Health in the amount of \$107,452. These funds will be used to support a regional workforce coordinator position to address the COVID-19 response and recovery needs. There is also a decrease of the ARPA COVID-19 regional workforce funding due to reconciling to the FY25 adopted budget.

Please note that this amendment requires no additional county funds.

2) Health Department – Budget Ordinance Amendment B250051 to recognize federal funds through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health in the amount of \$7,885

The Board is requested to approve Budget Ordinance Amendment B250051 of federal funds through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health in the amount of \$7,885. This funding will be used to install a fence around the shelter where the outreach truck and trailer is stored.

Please note that this amendment requires no additional county funds.

Solid Waste Fund 625

3) Solid Waste – Budget Ordinance Amendment B250670 to recognize grant funds from the Foodservice Packaging Institute, Inc. in the amount of \$50,000 and a reduction of \$40,000 to solid waste fund balance

The Board is requested to accept and approve Budget Ordinance Amendment B250670 to recognize grant funds from the Foodservice Packaging Institute, Inc. in the amount of \$50,000. These funds will be used to purchase a styrofoam densifier for the Ann Street landfill that was budgeted in the FY25 budget in the amount of \$40,000 utilizing fund balance. Therefore, \$40,000 will be returned to the solid waste fund balance.

Please note that this amendment is a reduction of solid waste fund balance and requires no additional county funds.

REGARDING THE FOLLOWING ITEMS #4-#7 PLEASE NOTE:

Each fiscal year, County departments may have projects that have been approved and initiated but were not completed by the fiscal year end (6/30/24) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2024 budget; however, the money was not spent by June 30, 2024.

The following amendments seek to bring those funds forward from FY 2024 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY24 funds in FY25.

General Fund 101

4) Property Revaluation – Budget Ordinance Amendment B250126 to re-appropriate FY24 funds in the amount of \$4,748

The Board is requested to approve Budget Ordinance Amendment B250126 to re-appropriate FY24 funds in the amount of \$4,748. These funds will be used for the statistical analysis that is necessary for the revaluation of property taxes. This was started in FY24 but will not be completed until FY25.

5) Sheriff's Office – Budget Ordinance Amendment B250043 to re-appropriate FY24 funds in the amount of \$125,000

The Board is requested to approve Budget Ordinance Amendment B250043 to re-appropriate FY24 funds in the amount of \$125,000. These funds will be used to purchase the shower trailer. The purchase was started in FY24 but will not be completed until FY25.

6) Emergency Services Grants – Budget Ordinance Amendment B250584 to re-appropriate FY24 grant funds in the amount of \$30,150

The Board is requested to approve Budget Ordinance Amendment B250584 to re-appropriate FY24 grant funds in the amount of \$30,150. These funds will be used to support projects that were started in FY24 but will not be completed until FY25.

7) Animal Services – Budget Ordinance Amendment B250009 to re-appropriate FY24 grant funds in the amount of \$37,121

The Board is requested to approve Budget Ordinance Amendment B250009 to re-appropriate FY24 grant funds in the amount of \$37,121. These funds will be used to support projects that were started in FY24 but will not be completed until FY25.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/14/2024

**SUBJECT: ADOPTION OF RESOLUTION DIRECTING LEGAL ACTION TO
DEMOLISH THE COLISEUM INN**

BACKGROUND

In closed session August 5, 2024, the board discussed the failure of the property owner to complete the demolition of the motel buildings that formerly constituted the Coliseum Inn, leaving the buildings unsecured with doors removed, broken windows, and some walls opened. The Coliseum Inn was ordered to be closed by an order entered June 2, 2023, in case 23 CVS 3250. The board members expressed concerns with the conditions of the buildings on the property giving access to the buildings for vagrants or persons committing crimes and creating harborage for insects and rodents.

RECOMMENDATION / PROPOSED ACTION

If the board wishes to proceed with legal action to demolish the motel buildings, adopt the attached resolution.

ATTACHMENTS:

Description

Resolution Directing Legal Action for Coliseum Inn

Type

Backup Material

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION DIRECTING LEGAL ACTION TO SEEK
DEMOLITION OF COLISEUM INN

WHEREAS, the Cumberland County Board of Commissioners (the “Board”) requested the Cumberland County Sheriff to work with North Carolina Alcohol Law Enforcement to institute an action against the business known as the Coliseum Inn (the “Property”) pursuant to Chapter 19 of the North Carolina General Statutes; and

WHEREAS, the Sheriff and North Carolina Alcohol Law Enforcement did a proper investigation and commenced a civil action against the owners of the Coliseum Inn, case 23 CVS 3250, resulting in a consent judgment and final order of abatement and injunction being entered June 2, 2023, closing the business; and

WHEREAS, the owners did close the business and commenced demolition of the motel on the Property; and

WHEREAS, the county attorney reported that the owners ceased demolition activities and left the motel structure on the Property unsecured with all doors removed, some windows broken out and some walls partially demolished.

BE IT RESOLVED, the Board finds the conditions now existing on the Property constitute a public nuisance by potentially attracting persons who come onto the premises to engage in criminal activity or to seek shelter, and as creating a place of harborage for insects and vermin.

BE IT FURTHER RESOLVED, the county attorney is directed to take such legal action as necessary to abate the public nuisance created by the conditions on the Property by demolition of the motel structure and to perfect a lien on the Property for any costs incurred by the county for the demolition in the event the owners fail to complete the demolition.

Duly adopted August 19, 2024.

Cumberland County Board of Commissioners
By:

Glenn Adams, Chairman

ATTEST:

Andrea Tebbe, Clerk to the Board



PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FAITH PHILLIPS, LIBRARY DIRECTOR

DATE: 8/13/2024

**SUBJECT: LICENSE AGREEMENT FOR OPERATION OF CAFÉ AT WEST
REGIONAL LIBRARY**

BACKGROUND

In order to fulfill the Board of County Commissioners' goal to enhance programs to provide jobs and workforce development opportunities for youth and adults with special needs and to provide enhanced offerings and opportunities to our community at our West Regional Library branch, Miller's Crew Inc., a local North Carolina nonprofit corporation, has agreed to open a coffee shop location at the West Regional Library branch.

As a nonprofit corporation, Miller's Crew's is committed to outcome-driven approaches to provide employment, training and connections for youth and adults with special needs, along with their families, caregivers and community members. Miller's Crew currently has one location on Morganton Road in Fayetteville, N.C., and is an experienced food service vendor that is seeking to expand employment and job opportunities for those in our community with special needs.

West Regional Library was built with a café space that has never been used. The approval of this contract would grant Miller's Crew Inc. a license agreement to use the space as a coffee shop that would be staffed with employees with special needs. This agreement would not only provide coffee and snacks to library patrons, but would provide a benefit to the community through the expanded employment and job training opportunities for those in our community with special needs.

This agreement was presented at the August 6, 2024, Agenda Session meeting, and the Board of Commissioners approved moving it to the August 19, 2024, Regular Meeting as a consent agenda item.

RECOMMENDATION / PROPOSED ACTION

Approve the Chairman to sign the Contract for Services and Grant of License for Operation of Café at West Regional Library.

ATTACHMENTS:

Description	Type
West Regional Library Cafe Agreement	Backup Material
Cafe West Pictures	Backup Material

Contract for Services and Grant of License for Operation of Café at West Regional Library
Approved by the Board of Commissioners _____

This contract for services and grant of license (this "Agreement") is made to be effective August ____, 2024, by and between Cumberland County, hereafter referred to as "County," a body politic and corporate of the State of North Carolina, and Miller's Crew Inc, a North Carolina nonprofit corporation with a principal office address at 1401 Morganton Road, Fayetteville, NC 28305, hereafter referred to as "Licensee."

WHEREAS, County's board of commissioners seeks to enhance programs to provide jobs and work force development opportunities for youth and adults with special needs; and

WHEREAS, Licensee is a 501(c)(3) nonprofit corporation committed to outcome-driven approaches to provide employment, training and connections for youth and adults with special needs, along with their families and caregivers, and community members; and

WHEREAS, County operates a public library system which includes the West Regional Library located at 7469 Century Circle, Fayetteville, NC 28306; and

WHEREAS, the West Regional Library contains a café space which was built with the intended use of providing coffee and snacks to library patrons, but which is not being used for any purpose; and

WHEREAS, the County's board of commissioners finds that staffing the café with employees with special needs for its intended use of providing coffee and snacks to library patrons provides a public benefit though the employment and job training for persons with special needs while enhancing the experience of library patrons; and

WHEREAS, Licensee is an experienced food service vendor and seeks to expand employment and job training opportunities for the population of persons with special needs whom it serves.

NOW THEREFORE, in consideration of the mutual promises and other consideration herein set forth, and the mutual benefits derived by the parties and the public, the parties agree as follows:

(1) Grant of License. County grants unto Licensee a license to use the café space within the West Regional Library at 7469 Century Circle, Fayetteville, NC 28306 (the "Premises"), to operate a café with Licensee's employees hired by Licensee from the population of persons with special needs within the county for whom Licensee provides employment and job training services. Licensee shall operate the Premises to provide coffee and other beverages and snacks to the patrons of the library. County shall provide Licensee with keys and alarm codes for the Premises for this purpose. Licensee and its employees shall have use of parking spaces in the parking lot of the West Regional Library as part of the Premises. This grant of license is subject to the further terms and conditions set forth in this Agreement. Licensee accepts this license as a licensee, subject to all the conditions set forth in this Agreement.

(2) Equipment to be Provided with the Premises. County shall provide the following equipment or fixtures as part of the Premises: a service counter, refrigerated display units, outlets, storage cabinets, sink, work area, and additional items as set out in the attached EQUIPMENT EXHIBIT. County shall be responsible for the routine maintenance, repair, and replacement of the equipment and fixtures it provides when necessitated by the routine use of the equipment and fixtures. County shall render such routine maintenance, repair, or replacement in County's sole discretion. Licensee shall be responsible for repairing or replacing equipment or fixtures provided by County which is damaged or destroyed due to the negligence, wrongdoing, or misuse by Licensee's employees or agents.

(3) Term and Termination. The term of this Agreement and grant of license shall be for one year, commencing on the effective date stated above, to renew annually on the anniversary of the effective date unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement by providing 30 days' written notice of the terminating party's intent to terminate to the other party. Upon termination, Licensee shall immediately remove all food products stored on the Premises, and all its equipment and fixtures from the Premises in accordance with the further terms of this Agreement.

(4) Agency and Authority. County designates its Library Director as its exclusive agent with respect to this Agreement. Licensee agrees its dealings with County with respect to the terms and conditions of this Agreement shall be exclusively with the Library Director.

(5) Services to Be Provided by Licensee.

- a. Licensee shall use the Premises solely for the purpose of providing coffee shop services, consistently with Licensee's mission to offer training and supporting services for persons with special needs, and in accordance with the budget and strategic initiatives set forth in County's FY25 Budget.
- b. Food and drink items which Licensee sells at the Premises shall be palatable and of high quality, inspected by appropriate government agencies when applicable, and maintained in accordance with Cumberland County Health Department standards. Prices charged for food and drink shall be commensurate with those charged for similar merchandise in other similar, local café businesses.
- c. Deliveries to Licensee at the Premises shall be at a location and in a manner that does not disturb or hinder County's operation of the building as a public library.
- d. Licensee shall maintain minimum hours of operation for the café as follows:
 - Monday – Friday 7:30 AM – 12:00 PM during the Academic School Year
 - Monday – Friday 8:00 AM – 12:00 PM during Summer Break
 - Weekend Hours to be determined by further agreement of the parties

Licensee may change the above hours of operation and operate during special events hosted by the West Regional Library outside these hours of operation upon obtaining advance written approval from County.

- e. Licensee shall provide high quality and enjoyable food products, employ adequate numbers of personnel to provide good service, and keep the café space and associated equipment clean and orderly.
- f. Licensee shall operate the café as an independent business enterprise, hire and pay the wages and compensation of its employees, and be responsible for the conduct of its employees and agents.
- g. Licensee shall always maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Natural Resources, Division of Environmental Health for the café, as applicable. If Licensee fails to maintain a Grade "A" rating, County may immediately suspend or terminate this Agreement and the license granted to Licensee.
- h. Licensee shall provide and be responsible for all equipment and items it may use in its operations for conducting cash and credit card sales, such as safes and point of sale computers.

(6) Services to Be Provided by County.

- a. County shall provide all trash disposal services for the café incident to trash disposal services for the West Regional Library.
- b. County shall provide electrical and water service for the operation of the café incident to the provision of electrical and water service for the West Regional Library. Licensee shall be responsible for providing its own telephone and internet service; however, Licensee may use the existing public Wi-Fi internet connection service for its operations such as may be available to the Premises. County does not represent or warrant that the public Wi-Fi network available at the Premises is suitable for Licensee's purposes or that it will be available continuously.
- c. County shall keep the Premises in good repair, except repairs rendered necessary by the negligence or intentional wrongful acts of Licensee, its agents, or employees. County shall not be responsible to maintain or repair any equipment or fixtures belonging to Licensee. County shall not be responsible for any consequential damages to Licensee's business due to failure of equipment, or delay in the repair or replacement of equipment or repairs to the Premises. County shall maintain the grounds surrounding the building, including the parking lot, landscaping, and snow removal as scheduled by County for the West Regional Library. County shall also provide routine housekeeping services for the Premises, consistently with the same services provided for the West Regional Library.

(7) License to Be Exclusive. The license granted by this Agreement shall be exclusive to Licensee. If County becomes dissatisfied with Licensee's performance, County shall give Licensee written notice of the unsatisfactory performance and seek a resolution. If County determines to seek another food vendor at the West Regional Library or another licensee to operate the café at the Premises, County shall consult with Licensee prior to soliciting any other licensee or vendor.

(8) Maintenance of Records. Licensee shall keep its books, documents and records relating to this Agreement and operation of the café for a minimum of three years after the expiration of this Agreement and make such books, documents and records available for inspection by County within that time.

(9) Alterations of the Premises.

- a. Licensee accepts the Premises in their present condition and as suited for the uses intended by this Agreement. Upon termination of this Agreement, Licensee shall return the Premises in as good condition and repair as when first received, natural wear and tear or damage by any casualty excepted. Licensee's employees and agents shall take no action which may void any manufacturers or installers warranties with relation to the Premises. Licensee shall indemnify and hold County harmless from any liability, claim, demand, or cause of action arising on account of Licensee's breach of the provisions of this subsection 9.a.
- b. Licensee shall not make any alterations, additions, or improvements to the Premises without County's prior written consent. All approved alterations, additions or improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by County. County may require Licensee to remove any alterations, additions or improvements installed by Licensee at the termination of this Agreement and to restore the Premises to its prior condition, at Licensee's sole expense. Any alterations, additions, or improvements which County does not require Licensee to remove shall become County's property and shall be deemed to have been surrendered to County upon the termination of this Agreement. Licensee may remove any of the equipment or fixtures that it owns which can be removed without material damage to the premises. Licensee shall repair, at Licensee's sole expense, any damage to the Premises caused by the removal of any such machinery or equipment.

(10) Damage or Destruction of the Premises. If the Premises is destroyed or damaged by any casualty to such extent as to be unusable, the license granted to Licensee shall be immediately suspended until County determines whether it will restore the premises. If County determines to restore the Premises, the license granted to Licensee shall remain suspended until the restoration is completed. If County determines not to restore the Premises, the license granted to Licensee and this Agreement shall terminate. Licensee is responsible for insuring its property owned or stored on the Premises, and County shall not be responsible for any damage or loss to Licensee's property under any circumstances.

(11) Signage. Licensee shall place no exterior or interior signs upon or within the West Regional Library or the Premises, except with the express written consent of County. Any signs approved for use by County shall be maintained by Licensee in compliance with any government rules and regulations governing such signs and Licensee shall be responsible to County for any damage caused by the installation, use, or maintenance of said signs and any damage incident to the removal thereof. County shall allow Licensee to include Licensee's logo and attribution on such signage.

(12) Publicity and Marketing. County and Licensee shall work collectively on marketing and communication regarding services at the Premises.

(13) Entry of Premises. County's staff or agents may enter the Premises at any time to make inspections and repairs, perform maintenance, and provide housekeeping services.

(14) Indemnification. Licensee shall indemnify and hold County harmless against all claims for damages to Licensee's Invitees or their property by reason of Licensee's use or occupancy of the Premises, to include all expenses incurred by County arising from any such claims against County. For the purposes of this section, "Invitees" are defined as anyone who utilizes or intends to utilize the services or products offered by Licensee at the café and anyone who provides services to Licensee at the Premises such as making deliveries, stocking inventory, and installing or maintaining fixtures and equipment. Persons who are at the West Regional Library and not intending to utilize the services of Licensee shall not be considered Invitees and are not subject to this indemnification provision.

(15) Insurance. Licensee shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement appropriate liability insurance to cover its operation of the café and workers compensation insurance in the minimum coverage amounts as follows:

Bodily Injury	\$500,000 for each occurrence and \$1,000,000 for aggregate
Property Damage	\$100,000 for each occurrence and \$100,000 for aggregate
Product Liability	\$1,000,000 for each occurrence and for aggregate

Licensee shall provide worker's compensation insurance covering all its employees who are engaged in any work at the café in compliance with the statutory requirements. The policies providing liability coverage shall name County as an additional insured and Licensee shall furnish County a certificate of insurance evidencing the coverage prior to commencing operations of the café at the Premises.

(16) Assignment. Licensee shall not assign, delegate, nor subcontract any of its rights or obligations under this Agreement without first obtaining County's written approval.

(17) Non-discrimination. The parties hereto, for themselves, their agents, officials, and employees agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty or service that arises as a result of this Agreement. More specifically, Licensee agrees it shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all requirements imposed by Federal Regulations, rules, and guidelines issued pursuant to these Titles for both personnel employed and its Invitees.

(18) Iran Divestment Act Certification. Licensee hereby certifies that Licensee, and all its subcontractors, if any, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Licensee shall not utilize any subcontractor that is identified on the List.

(19) E-Verify Requirement. Licensee shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Licensee utilizes a subcontractor, Licensee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, County and Licensee have caused their duly authorized officers to execute this instrument on the dates indicated with each signature in triplicate originals, with two originals being retained by County and one by Licensee.

Attest:

Andrea Tebbe, Clerk to the Board

CUMBERLAND COUNTY

By:

Glenn Adams, Chairman, Board of Commissioners

Date: _____

Witness:

Dotty Lewis
Printed Name: Dotty Lewis

Miller's Crew Inc.

By:

Karl Molnar
Printed Name: KARL MOLNAR

Title: Director of Operations

Date: 7/23/24

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

Robin Deaver
Robin Deaver, Finance Director

Approved for Legal Sufficiency

Andy Z. M. M. M.
County Attorney's Office

EQUIPMENT EXHIBIT

1. Lakeside 155045 Fit N' Finish Stainless Steel Finishing Station with Top Access.
1 each \$3,669.00 Item #480155045 MFR#155045
2. Solwave Ameri-Series Medium-Duty Stainless Steel Commercial Microwave with Push Button Controls - 120V, 1,200W 1 each \$826.00 Item#180MWASHD12
3. Avantco GDC-23-HC 28 3/8" Black Swing Glass Door Refrigerator with LED Lighting 1
each \$1,349.00 Item#178GDC23HCB
4. Rosseto BK023 Clear Acrylic Three- Tier Pastry Display Case with Bronze Wire Stand 22 7/16" X 15" x 17 1/4 " 1 each \$348.49 Item#640BK023
5. Choice Black 4-Section Countertop Cup, Lid and Coffee Condiment Organizer 1
each \$25.49 Item#407CTO4FVBK
6. Avantco HDC-13 13" Self-Full Service 3 Shelf Countertop Heated Display Case with Hinge Doors - 120V, 1200W
1 each 319.99 Item#177HDC13 Cal-Mil 3448-99 Madera 2 Tier Merchandiser 16 1/2" X 15 1/2" X 12"
1 each \$236.82 Item #211344899
7. Cal-Mil 1817-96 Midnight Nine Jar Tiered Display 13" X 9 1/2" X 17 1/2"
1 each Item #211181796
8. Black Bar Height Dining Set with Mahogany Bistro Chair and Padded Seat 3
each @ \$354.99 total \$1064.97 Item #349B30RTCBSU
9. Under Counter Refrigerator True Mfg. – General Foodservice Model No. TUC-24-HC Undercounter Refrigerator, 33-38°F, (1) stainless steel door, (2) PVC coated aluminum interior with stainless steel floor, front breathing, R290 Hydrocarbon refrigerant, 1/6HP, 11v/60/1-mph, 2.0 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA, Energy Star® ; with 7 year compressor warranty, 7 year parts warranty, 7 year labor warranty, standard. Self-contained refrigeration standard. Right hand, standard. Unit comes with field reversible hinges & is built with hinging on right side of unit. Bolt locks, factory installed, standard. Four (4) stationary castors. 31—5/8" (804mm) work surface height. Two (2) front leg levelers included for alternate use.
1 each \$1,973.68
10. Reach-In Undercounter Freezer. True Mfg. – General Foodservice Model No. TUC-24F-HC Undercounter Freezer, -10°, (1) stainless steel door, (2) PVC coated adjustable wire shelves, stainless steel top, front & sides, clear coated aluminum interior with stainless steel floor, front breathing, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA. 7 year compressor warranty, 7 year parts warranty, 7 year labor warranty, standard. Self-contained refrigeration standard. Right Hand, Standard: Unit comes with field reversible hinges & is built with hinging on right side of unit. Bolt locks, factory installed, standard. Four (4) stationary castors. 31-5/8" (804mm) work surface height. Two (2) front leg levelers included with unit for alternate use. 1 each - \$2,639.12
11. Ice Maker with Bin, Cube-Style. Scotsman Model No. CU3030SA-1. Undercounter Ice Maker with Bin, cube style, air-cooled, 30" width, self-contained condenser, production capacity up to 313 lb/24 hours at 70°/50° (224 lb AHRI certified at 90°/70°), 110 lb bin storage capacity, small cube size, AutoAlert™ indicator lights, WaterSense adaptive purge control, unit specific QR code, metallic finish, includes 6" legs, includes power cord with NEMA 5-15P plug, 115v/60/1-ph, 12.8 amps, NSF, cULus, engineered and assembled in USA, 3 year parts & labor warranties, 5 year parts on compressor & condenser, 5 year parts & labor on evaporator. 1 each \$3,312.27
12. Ap1-P AquaPatrol™ Plus Water Filtration system, single system, 2.1 gallons per minute max flow, designed for cubers up to 650 lb, and for flakers, nugget & nugget dispensers up to 1,200 lb, cULus, NSF. For Ice Maker with Bin, Cube style. 1 each \$222.91
13. Lancaster Table & Seating 32" x 48" Silver Powder-Coated Aluminum Dining Height Outdoor Table with Umbrella Hole and 4 Arm chairs. Item # 4273248DUA4S – 2 at \$454.49 each
14. Lancaster Table & Seating 110 lb. Square Black Granite Umbrella Base. Item # 42BASEGRNBK 2 at \$174.99 each
15. Lancaster Table & Seating 11' Round Cobalt Crank Lift Silver Aluminum Umbrella. Item # 427MARS11CB

CAFÉ



ACTIVITY ROOM



CAFÉ



Upcoming July Programs

- 7/19 Table Top Tuesdays: Avatar Legends
4pm-6pm Ages 8-18
- 7/19 Minority Mental Health Awareness Month
5pm-6:30pm Ages 18+
- 7/19 Build Your Own Book Club 4pm-5pm
Ages 12-18
- 7/19 Bubble Wonders 9:30am-10:15am All Ages
Tuesdays: Game Masters Choice
Ages 8-18
Elements: Air 7-11







FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN K. DEAYER, FINANCE DIRECTOR/CFO

DATE: 8/14/2024

**SUBJECT: GOVERNMENT SERVICES CENTER PARKING DECK CAPITAL
PROJECT BUDGET ORDINANCE #250559 AND DECLARATION OF
OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

BACKGROUND

A draft capital project budget ordinance for the Government Services Center Parking Deck has been developed for Board of Commissioners' consideration. The overall project budget is currently expected to not exceed \$33 million. The initial revenue source will be a \$1 million transfer from the Capital Investment Fund (107) Fund Balance into the multiyear Government Services Center Parking Deck Fund (402) to support initial expenditures, to later be reimbursed by proceeds from a borrowing upon approval by the Local Government Commission. Details of the capital project ordinance are shown within the attachment.

In addition, U.S. Treasury regulations and guidelines that involve debt financing transactions require that a governmental entity declare its intent to use debt financing for a given project before expenses are incurred. In accordance with this requirement, the County must adopt a resolution of intent to incur indebtedness for the construction of the Government Services Center Parking Deck capital project in order to reimburse itself for any costs incurred before the financing is executed from the proceeds of the debt issuance.

The attached resolution would satisfy the federal reimbursement requirements by declaring the County's intent to finance the capital project from an installment contract in an amount not to exceed \$33 million.

The Cumberland County Board of Commissioners, at their August 6, 2024, Agenda Session, voted unanimously to place this item on the Consent Agenda at the August 19, 2024, Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners approve the following items as part of the Consent Agenda:

(1) Capital Project Budget Ordinance B250559 to establish the budget for the Government Services Center Parking Deck capital project, in an amount not currently expected to exceed \$33,000,000.

(2) Resolution of official intent to pursue tax exempt financing and to reimburse expenditures with proceeds of a borrowing.

ATTACHMENTS:

Description	Type
Capital Project Budget Ordinance	Backup Material
Declaration of Official Intent to Reimburse Expenditures	Backup Material



Financial Services

CAPITAL PROJECT BUDGET ORDINANCE #250559 GOVERNMENT SERVICES CENTER PARKING DECK

The Cumberland County Board of Commissioners hereby adopt the following Capital Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. The project authorized is the Government Services Center Parking Deck capital project. The initial revenue source will be a \$1 million transfer from the Capital Investment Fund (CIF) Fund Balance (107) into the multiyear Government Services Center Parking Deck Fund (402) to support initial expenditures, to later be reimbursed by proceeds from a borrowing upon approval by the Local Government Commission.

Section 2. The following projected expenditures are appropriated for this project:

	<u>Expenditures</u>
Surveying	\$ 50,000
Licenses and Permits	250,000
Owner Contingency	3,300,000
Design Fees	3,500,000
Geotechnical Engineering	150,000
Construction	21,450,000
Furniture, Fixtures, Equipment	2,000,000
Soft Cost Budget Remaining	2,300,000
Transfer to the CIF	1,000,000

Section 3. The following revenues are appropriated for this project:

	<u>Revenue</u>
Proceeds from Debt Issuance	\$ 33,000,000
Transfer from the CIF	1,000,000

Section 4. The County Manager, as Budget Officer, is hereby authorized to transfer funds between line items within this capital project ordinance, however, any net increases or decreases to total capital project ordinance appropriations shall require a capital project ordinance amendment by the Board of Commissioners.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted this _____ day of _____, 2024.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners

GOVERNMENT SERVICES CENTER PARKING DECK CAPITAL PROJECT

BACKGROUND: The Cumberland County Board of Commissioners has determined that additional parking will be needed surrounding the Judge E. Maurice Braswell Cumberland County Courthouse to replace existing parking that will be eliminated due to several major capital projects including the Crown Event Center and future General Government Services Building, and to provide additional parking capacity to serve these new facilities. As such, the Board of Commissioners has determined need to construct a new parking deck on a portion of the County-owned parking lot located behind the Courthouse. This new parking deck will provide sufficient capacity for the County's existing needs along with future growth over the coming decades.

**CUMBERLAND COUNTY, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, Cumberland County, North Carolina (the “County”) intends to provide financing for certain capital improvements, including a new Government Services Center Parking Deck (the “Project”);

WHEREAS, the County has advanced and/or will advance its own funds to pay expenditures relating to the Project, may borrow funds on a short term taxable or tax-exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the “Original Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 6th day of August 2024, as follows:

1. The County intends to utilize the proceeds of tax-exempt indebtedness or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed \$33,000,000.

2. The County intends that the adoption of this resolution be its declaration of official intent pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Treasury Regulations which may be promulgated hereafter and is intended to expressly declare the County’s intention to reimburse itself for the Original Expenditures heretofore paid or to be paid by the County, such reimbursement to be made with the proceeds of indebtedness to be incurred by the County.

3. All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.

4. This resolution will take effect immediately upon its passage.

The motion to adopt this Resolution was made by Commissioner _____,

seconded by Commissioner _____ and passed by a vote of _____ to _____.

Clerk, Board of Commissioners



ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 7/30/2024

SUBJECT: PROPOSED STATE LEGISLATIVE GOALS FOR SUBMISSION TO NCACC

BACKGROUND

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners (NCACC) engages in a process to determine the legislative goals the association should pursue in the best interest of counties.

NCACC solicits proposals from counties as part of their legislative goals process. The submission deadline is August 23, 2024. The association's seven Steering Committees will review submissions in their areas and make recommendations to the Legislative Goals Committee. The slate moves to the Board of Directors, which gives final approval to a package of goal proposals to be voted on by the full membership at the Legislative Goals Conference in November.

Proposed goals were presented for the board's consideration during the August 6, 2024, Agenda Session. The board provided feedback on revisions and approved placing the attached goal proposals on the August 19, 2024, Regular Meeting agenda as a consent item.

RECOMMENDATION / PROPOSED ACTION

Approve the state legislative goal proposals for submission to the NCACC.

ATTACHMENTS:

Description

Proposed NCACC Legislative Goals 2024

Type

Backup Material

Environment

- Clean water – Seek legislation for clean water funds and regulation of companies that have manufactured emerging contaminants such as PFOA, PFOS and other PFAS chemicals. Support the concept of holding the chemical companies financially responsible for the cleanup and mitigation of these contaminants from water and wastewater, including landfill leachate.
- Scrap Tires - Increase the percentage of funding counties receive from the Scrap Tire Disposal Tax under § 105-187.19. Distribute the full amount of proceeds to the Scrap Tire Disposal Fund that are distributed to local governments to cover the cost of tire disposal instead of sending 30% to the General Fund. Many government programs were already falling short and there were limited opportunities to recover the shortfall with grants. With rising fuel prices and disposal costs, there will be additional shortfalls.
- Electronics - Support additional funding to assist local governments in managing electronics recycling. Reevaluate the current framework to determine whether there are ways to improve the program. Not all manufacturers participate as they should, and requirements in the current law may be difficult to enforce with these manufacturers. Local governments need these funds to continue operating the programs.

Public Education

- Increase capital funding and the percentage of lottery proceeds appropriated to address school construction and facility needs.

Public Health

- Recurring Local Public Health Funding - Continue the overall effort to advocate for increases in recurring state-level public health funding that is flexible to meet the greatest local needs.
- Public Health Interventions to address Mental and Behavioral Health Crisis - Seek \$15 million in recurring appropriations to local health departments to enhance and spread public health interventions that address the mental health crisis in North Carolina.

Public Safety/Emergency Management Goal

- Increase funding for the Emergency Management Division of the N.C. Department of Public Safety for salaries impacted by reduced federal funding. Support ending the practice of relying on federal funding to cover more than 80% of workforce salaries. Allocating recurring state appropriations to fund salaries will ensure the division can fulfill its obligations to the local communities it serves, independent of fluctuating federal grant availability, and maintain critical functions at a local level during a time of increasing disasters and emergency responses.

Cumberland County 2024-2025 Suggested NCACC Legislative Goals

- Support establishing a per call payment system for volunteer fire departments that respond to emergency calls on limited access Interstate highways. State Troopers respond to calls on Interstate highways, but fire response is left to local fire departments. Rural low-wealth volunteer fire departments are seeing increasing calls to accidents along Interstate highways, and local taxpayers are bearing the costs of these calls, which can tie up the volunteer departments' resources for several hours.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF / INTERIM COMMUNITY DEVELOPMENT DIRECTOR

DATE: 8/6/2024

SUBJECT: CUMBERLAND COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM AMENDED COOPERATION AGREEMENT

BACKGROUND

Cumberland County entered into Cooperation Agreements with the Towns of Spring Lake, Hope Mills, Eastover, Stedman, Wade, Falcon, Linden, and Godwin on April 15, 2003, indicating a desire to participate in the Urban County Designation. This allows the towns to receive Federal Entitlement Funding through the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs. The Cooperation Agreements have been subsequently amended in 2005, 2006, and 2015. Amended Cooperation Agreements were signed in 2005; however, the 2006 and 2015 revisions were adopted as resolutions and incorporated without the execution of amended agreements.

The Department of Housing and Urban Development (HUD) has requested that for the upcoming Urban County Designation requalification, the County and Towns enter into amended cooperation agreements incorporating the revisions made subsequent to the amended agreements signed in 2005. The County Attorney's Office has reviewed the amended cooperation agreements and resolutions, incorporating the language adopted in the resolutions of 2006 and 2015, as well as making minor changes to some of the language in the amended cooperation agreements to ensure compliance with HUD regulations.

Each of the cooperating towns has signed an amended agreement. The substantive nature of the agreements have not changed, as the towns desire to continue participating in the Urban County Designation for purposes of funding projects through CDBG and HOME grants. Upon approval staff requests the Chairman to sign the amended agreements.

The Cumberland County Board of Commissioners, at their August 6, 2024, Agenda Session, voted

unanimously to place this item on the Consent Agenda at the August 19, 2024, Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Staff recommend approval of the Cumberland County Community Development Block Grant Program and Home Investment Partnership Program Amended Cooperation Agreement.

ATTACHMENTS:

Description	Type
CDBG & HOME Amended Cooperation Agreements	Backup Material

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 9th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF EASTOVER**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a HOME consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreements necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 9th day of July, 2024.

FOR THE TOWN OF EASTOVER, N.C.

BY: Charles McLaurin
Charles McLaurin, Mayor
Town of Eastover

ATTEST:

[Signature]
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and
provisions of the agreement are fully
authorized under State and local law and
that the agreement provides full legal
authority for the County to undertake or
assist in undertaking essential
community development and housing
assistance activities.—

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 11 day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF SPRING LAKE**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 11 day of July, 2024.

FOR THE TOWN OF SPRING LAKE, N.C.

BY: Kia Anthony
Kia Anthony, Mayor
Town of Spring Lake



ATTEST:

Carly Butty
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, ____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 11th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF STEDMAN**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 11th day of July, 2024.

FOR THE TOWN OF STEDMAN, N.C.

BY: Martin Jones, Jr.
Martin Jones, Jr., Mayor
Town of Stedman

ATTEST:

Connie P. Veeder
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 15 day of JULY, 2024, by the *COUNTY OF CUMBERLAND*, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the *TOWN OF HOPE MILLS*, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and ~~publicly assisted housing, specifically urban renewal~~ lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - a. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;

- b. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;
- c. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- d. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or

non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

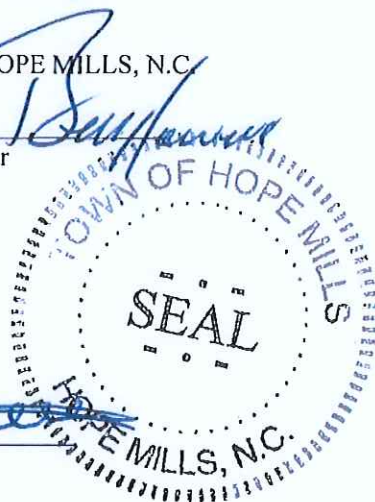
Executed this 15 day of July, 2024.

FOR THE TOWN OF HOPE MILLS, N.C.

BY: Jessie Bellflowers
Jessie Bellflowers, Mayor
Town of Hope Mills

ATTEST:

[Signature]
Town Clerk



FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, ~~specifically urban renewal and publicly assisted housing.~~

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 15th day of June, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF GODWIN**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 15 day of June, 2024.

FOR THE TOWN OF GODWIN, N.C.

BY: Willie Burnette
Willie Burnette, Mayor
Town of Godwin

ATTEST:

Jacqueline Cooper-Kelley
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ___ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 16th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF LINDEN**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 16th day of July, 2024.

FOR THE TOWN OF LINDEN, N.C.

BY: Frances B. Collier
Frances B. Collier Mayor
Town of Linden

ATTEST:

Kimberly Turner
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 9 day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF WADE**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal, and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
- b. the Fair Housing Act (Title VII of the Civil Rights Act of 1968), and the implementing fair housing AFFH; and
- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this 9 day of July, 2024.

FOR THE TOWN OF WADE, N.C.

BY: Johnny Lanthorn
Johnny Lanthorn, Mayor
Town of Wade

ATTEST:

Cindy Benchett
Town Clerk

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of
_____, _____.

ATTEST:

Clerk to the Board

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date

**CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDED COOPERATION AGREEMENT**

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This cooperation agreement made the 15th day of July, 2024, by the **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County") and the **TOWN OF FALCON**, a municipal corporation of the State of North Carolina (hereinafter referred to as the "Town").

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County," to receive Entitlement Community Development Block Grant (CDBG) funds under the Title I of the Housing and Community Development Act of 1974, and HOME Investment Partnership Programs, which are to address certain needs of predominantly low and moderate-income persons, with CDBG and HOME funds to be made available through Federal Fiscal Years (FFY) 2025 – 2027 appropriation and any program income derived from the expenditures of CDBG funds and HOME funds;

WHEREAS, these funds to be received by the County will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate-income persons; and

WHEREAS, these funds will benefit low and moderate-income residents of the County's incorporated municipalities that agree to be included in the Cumberland County CDBG and HOME Programs; and

WHEREAS, Cumberland County invites incorporated, non-entitlement municipalities located in Cumberland County to participate in the County Community Development Block Grant Program and HOME Program once said municipalities dedicate their population county in support of the County formula allocation of funds; and

WHEREAS, the County agrees to carry out the objectives of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act, throughout the unincorporated areas of the County and within those incorporated municipalities that agree to become a party to this cooperation agreement;

WHEREAS, the County agrees to submit to the Town for review and comment any plans, involving the use of CDBG and HOME funds for implementation, affecting the Town;

NOW, THEREFORE, THE PARTIES AGREE that the Town elects to participate in the County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. The Town acknowledges that its binding decision to do so means that, for the period October 1, 2024 – September 30, 2027 (the three program years plus an additional year for implementation of projects begun during the three-year period), the Town will not be eligible to apply for Small Cities CDBG funds from the North Carolina Department of Economic and Community Development, Division of Community Assistance, nor shall it be eligible to participate in a home consortium except through the identified Urban

County CDBG Program as referenced in CPD Notice 97-06 Sec V – D2. The Town pledges and commits its willingness to undertake or assist in the undertaking of eligible CDBG and HOME activities funded by the Cumberland County CDBG and HOME Programs. Pursuant to this cooperation agreement, the governing board of the Town hereby grants Cumberland County the authority to undertake and administer Housing and Community Development activities within its municipal limits. This Agreement remains in effect until all funds and any program income are expended and all activities are completed.

THE PARTIES AGREE that the Mayor of the Town is hereby authorized to execute any and all Agreement necessary as a condition for the Town's participation under the terms of the Housing and Community Development Act of 1974, as amended, and HOME Investment Partnership Act of 1990. The parties agree that neither party shall terminate this cooperation agreement during the initial three-year qualification period.

THE PARTIES AGREE that this cooperation agreement will automatically renew the Town's participation in successive three-year qualification periods, unless the County or the Town provides 120 days prior written notice of its election not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in the HUD's Urban County Qualification Notice. Each party shall adopt any amendment to this cooperation agreement necessary to incorporate changes to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice issued by HUD applicable for a subsequent three-year urban county qualification period, and such amendment will be submitted to HUD as provided in such Urban County Qualification Notice. Failure to comply with this requirement will void any renewal for such qualification period that would otherwise occur hereunder.

THE PARTIES AGREE that the County will administer the CDBG and HOME funds received from HUD. The County agrees to actively request the Town's involvement in the Community Development Block Grant and HOME Investment Partnership Programs and the County agrees to consider the Town's interest in undertaking eligible CDBG and HOME activities. The County shall be responsible for approving projects as eligible for funding, after consultation with the Town's Management. The County will also be responsible to file Consolidated Plan and Annual Action Plans and other reports to HUD. The Town will provide any documentation required by HUD to the County, for projects funded with CDBG and HOME funds in the Town.

THE PARTIES AGREE that the Town and County will cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities within the municipal limits of said Town in order effectively to accomplish the purpose of the Housing and Community Development Act of 1974 (P.L. 93-282), as amended and the HOME Investment Partnership Act of 1990 (P.L. 101-625) as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

THE PARTIES AGREE that the County and Town will take all required actions to comply with County's certification under the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, that your grant will be conducted and administered in conformity with:

- a. Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);
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- c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR part 6, which incorporates:
 - i. Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - ii. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;

- iii. The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
- iv. Section 3 of the Housing and Urban Development Act of 1968; and
- d. Other applicable laws.

THE PARTIES AGREE that if any projects funded with the CDBG funds and HOME funds are undertaken in the Town, the Town will take all actions required to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

THE PARTIES AGREE that the County acknowledges that it is prohibited from funding activities in or in support of any cooperating Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

THE PARTIES AGREE that the Town agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the preparation and implementation of its HUD approved Consolidated Plan during the period covered by this cooperation agreement.

THE PARTIES AGREE that pursuant to the requirements of 24 CFR, the Town shall be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.501(b) and 24 CFR 570.503.

THE PARTIES AGREE that if any program income is generated as a result of expenditures of CDBG and HOME funds under the Cumberland County CDBG Program and HOME Program as defined under this agreement, the provisions of CFR 570-504 (c), as well as the following specific stipulation, shall apply:

- a) The County acknowledges that any such program income must be accounted for by the end of the month in which the program income is generated.
- b) The County acknowledges that it is responsible for monitoring and reporting to HUD the generation of any such program income;
- c) This provision only applies to program income generated under the Cumberland County CDBG and HOME programs during FY2024 through FY2027.

THE PARTIES AGREE Cumberland County and the Town have adopted and are enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their respective jurisdictions.

THE PARTIES AGREE that pursuant to the Consolidated and Further Continuing Appropriation Act, 2015, Pub. L. 113-235, a unit of government may not sell, trade, or otherwise transfer all or any portion of such funds to another such Metropolitan City, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Executed this ____ day of _____, 2024.

FOR THE TOWN OF FALCON, N.C.

BY: Wayne G. Lucas
~~Frances B. Collier~~ Mayor Wayne G. Lucas
Town of Falcon

ATTEST:

Cheryl J. Reed
Clerk to the Board

FOR CUMBERLAND COUNTY, N.C.

BY: _____
Glenn B. Adams, Chairman
Cumberland County Board of
Commissioners,
Pursuant to a resolution
adopted by said Board on the ____ day of

I hereby certify that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

Cumberland County Attorney

Date



AMERICAN RESCUE PLAN

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 8/6/2024

**SUBJECT: CONSIDERATION TO TRANSFER UNOBLIGATED FUNDING TO
PUBLIC SECTOR WORKFORCE: REHIRING PUBLIC SECTOR STAFF
AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B250626**

BACKGROUND

The Board of Commissioners allocated a total of \$15,700,000 of the County's American Rescue Plan Act (ARPA) Program funding for affordable housing and sewer development in the Shaw Heights neighborhood. The intent was to construct a multi-family housing development as part of the area revitalization plan, which would also include sewer development to mitigate ongoing issues due to failing septic tanks.

As we approach the December 31, 2024, US Treasury obligation deadline, we have made the determination that it is no longer feasible to fund this project with the use of State and Local Fiscal Recovery Funds (SLFRF) as it is probable that we will not have the various contracts, requisitions, and purchase orders in place prior to the obligation deadline. Considering that assessment, staff proposes the following reallocation of this ARPA Program funding:

Public Sector Workforce: Rehiring Public Sector Staff - \$15,700,000: Staff recommends reallocating the funds towards the Public Sector Workforce project. The allocation will create additional capacity within the General Fund. Once the funds are transferred to the General Fund it is recommended that \$15,700,000 be allocated as unallocated freed-up capacity.

The Cumberland County Board of Commissioners, at their August 6, 2024, Agenda Session, voted unanimously to place this item on the Consent Agenda at the August 19, 2024, Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Staff recommend approval to Transfer Unobligated Funding to Public Sector Workforce: Rehiring Public Sector Staff and Associated Budget Ordinance Amendment #B250626.

ATTACHMENTS:

Description

ARPA Grant Project Ordinance Amendment #B250626

Type

Backup Material

ARPA GRANT PROJECT ORDINANCE AMENDMENT #B250626
as of May 20, 2024
August 19, 2024

ARPA Reporting Code	Fund 240 Expenditure Category	Project Description	Cost Object	Appropriation of CSLFRF Funds	Project Allocation Total	Appropriation of CSLFRF Funds	Appropriation of CSLFRF Funds as revised	Project Allocation Total
1.1	Public Health (2404551)	COVID19 Vaccinations - Cumberland County's self-funded claims costs for vaccinations	Claims	\$ 72,086	72,086	\$ -	\$ 72,086	\$ 72,086
1.2	Public Health (2404551)	COVID19 Testing - Cumberland County's self-funded claims for COVID19 Testing	Claims	166,000	166,000	-	166,000	166,000
1.6	Public Health (2404551)	Medical expenses - Cumberland County's self-funded claims costs for COVID19 treatment	Claims	961,914	961,914	-	961,914	961,914
1.8	Public Health (2404551)	COVID19 Assistance to Small Business (1.8)	Contracted Services	2,387,014	2,387,014	-	2,387,014	2,387,014
1.13	Public Health (2404551)	Substance Use Services - Opioid Education Program for K-12 students in Cumberland County	Contracted Services	300,000	300,000	-	300,000	300,000
2.2	Negative Economic Impacts (2404552)	Household Assistance: Rent, Mortgage, and Utility Aid Rental Assistance: Make funding available to assist renters at risk of eviction	Contracted Services	500,000	500,000	-	500,000	500,000
2.10	Negative Economic Impacts (2404552)	Assistance to Unemployed or Underemployed Workers: Trade job training program in partnership with FTCC, Mid-Carolina COG - Workforce Development, and Cumberland County Schools	Contracted Services	2,500,000	2,500,000	-	2,500,000	2,500,000
2.15	Negative Economic Impacts (2404552)	Long-term Housing Security: Affordable Housing - New construction of single-family perament supportive housing at the Robin's Meadow/ Phoenix Place development (QCT 24.01)	Engineering/ Construction	9,100,000	9,100,000	(6,400,000)	2,700,000	2,700,000
3.2	Public Sector Capacity (2404553)	Public Sector Workforce: Rehiring Public Sector Staff - Salary and benefit costs to restore employment to prepandemic levels	Salaries/ Benefits	14,704,117	14,704,117	15,700,000	30,404,117	30,404,117
5.5	Infrastructure (2404555)	Clean Water: Other Sewer Infrastructure - Construction of a sanitary sewer system to be located in the Shaw Heights neighborhood (QCT 24.01)	Engineering/ Construction	9,300,000	9,300,000	(9,300,000)	-	-
5.15	Infrastructure (2404555)	Drinking Water: Other Water Infrastructure - Construction of a water system to be located in the Gray's Creek Water and Sewer District	Engineering/ Construction	10,000,000	10,000,000	-	10,000,000	10,000,000
5.21	Infrastructure (2404555)	Broadband: Other projects - Broadband expansion into underserved areas in partnership with the State of NC, and a vendor selected through a competitive RFP process	Contracted Services	3,083,987	3,083,987	-	3,083,987	3,083,987
6.1	Revenue Replacement (2404556)	Provision of Government Services - Salaries and benefit costs of Public Safety Personnel	Salaries/ Benefits	10,000,000	10,000,000	-	10,000,000	10,000,000
7.1	Administration (2404557)	Administrative Expenses - 3.5 full time County positions and allocated portions of several staff to manage CSLFRF programs and compliance requirements. ARPA allows up to 10% of total reward			2,093,572	-		2,093,572
			Salaries	1,321,348		-	1,321,348	
			Benefits	389,281		-	389,281	
			Operating	125,335		-	125,335	
			Unassigned	257,608		-	257,608	
				\$ 65,168,690	\$ 65,168,690	\$ -	\$ 65,168,690	\$ 65,168,690



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 8/12/2024

**SUBJECT: PUBLIC HEARING AND APPROVAL OF RESOLUTION FOR THE
ISSUANCE OF TAX-EXEMPT BONDS NOT EXCEED \$40,000,000 BY THE
PUBLIC FINANCE AUTHORITY TO FINANCE THE COST OF
ACQUIRING, CONSTRUCTING, EQUIPPING, AND FURNISHING THE
NEW MEDICAL SCHOOL ON BEHALF OF CUMBERLAND COUNTY
HOSPITAL SYSTEM, INC. D/B/A CAPE FEAR VALLEY HEALTH
SYSTEM**

BACKGROUND

The Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System has asked the public finance Authority to issue tax exempt bonds to pay, and reimburse the Corporation for paying, a portion of the cost of acquiring, constructing, equipping and furnishing (1) a new medical school, which will be located on the campus of Cape Fear Valley Medical Center located at 1638 Owen Drive, Fayetteville, North Carolina (Cape Fear Valley Medical Center) in approximately 70,000 square feet of a new building consisting of approximately 120,000 square feet (the Medical School Project), and (2) routine capital improvements and expenditures, including health care equipment, for Cape Fear Valley Medical Center (collectively, the "Routine Capital Expenditures," and together with the Medical School Project, the "Project") and pay certain expenses incurred in connection with the issuance of the Bonds.

Because the Corporation is a 501(c)(3) organization, federal income tax law requires that the tax-exempt bonds issued for the benefit of the Corporation be approved by each government unit having jurisdiction over the area in which any facility to be financed with the proceeds of the bond is located. The Project will be initially owned by the Corporation or a wholly controlled affiliate of the Corporation.

The attached resolution approves the issuance of tax-exempt bonds not to exceed \$40,000,000 to be issued by the Public Finance Authority to finance the cost of acquiring, constructing, equipping, and furnishing the new medical school. The resolution states that in no event shall the County of Cumberland, the State of North

Carolina or any political subdivision thereof be liable for such bonds, nor shall the bonds constitute a debt of the County of Cumberland, the State of North Carolina or any political subdivision thereof.

RECOMMENDATION / PROPOSED ACTION

Hold the August 19, 2024 public hearing and approve the attached resolution approving the issuance of tax exempt bonds, not to exceed \$40,000,000 by the Public Finance Authority to finance the cost of acquiring, constructing, equipping, and furnishing the new medical school on behalf of Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System.

ATTACHMENTS:

Description	Type
Request for TEFRA Hearing and Approval for Cape Fear Valley Health System Financing	Backup Material
Extracts from Minutes of August 19, 2024 Public Hearing and Approval of a Resolution for the Issuance of Tax Exempt Bonds by the Public Finance Authority	Backup Material
Affidavit of Publication	Backup Material

Memorandum

VIA E-MAIL

TO: Clarence Grier, County Manager, Cumberland County

FROM: Charles H. Bowyer

DATE: August 13, 2024

RE: TEFRA Hearing and Approval and Approval of the Financing of the Bond Financed Project in Cumberland County, North Carolina for Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System

Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System (the "Corporation") has asked the Public Finance Authority (the "Authority") to issue tax-exempt bonds (the "Bonds") for the purposes described herein. The Authority will sell the Bonds to TD Bank, N.A. or an affiliate of TD Bank, N.A., and lend the proceeds of the Bonds to the Corporation. The proceeds of the Bonds will be used to (1) pay, and reimburse the Corporation for paying, a portion of the cost of the Project (as defined herein) and (2) pay certain expenses incurred in connection with the issuance of the Bonds.

The "Project" consists of the acquisition, construction, equipping and furnishing (i) a new medical school in approximately 78,000 square feet of a new building consisting of approximately 120,000 square feet (the "Medical School Project") and (ii) routine capital improvements and expenditures, including parking facilities (collectively, the "Routine Capital Expenditures," and together with the Medical School Project, the "Project").

The Project will be located on the campus of Cape Fear Valley Medical Center. The Medical School Project will be located near the corner of Roxie Avenue and Village Drive.

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Corporation to the Authority, and certain funds and accounts established by the documents for the Bonds. The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the County of Cumberland, the State of North Carolina (the "County"), or any political subdivision of the State of North Carolina, or a charge against their general credit or any taxing powers.

We are serving as bond counsel for the issuance of the Bonds.

Because the Corporation is a 501(c)(3) organization, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that tax-exempt bonds issued for the benefit of the Corporation be approved by each governmental unit having jurisdiction over the area in which any facility to be financed or refinanced with the proceeds of the bonds is located.

Under Section 147(f) of the Code, the Board of Commissioners of the County (the “Board of Commissioners”) must approve the issuance of the Bonds financing the Project after a public hearing following reasonable public notice. This is referred to as a “TEFRA hearing” and a “TEFRA approval.”

Because the Bonds will be issued by the Authority, Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Powers Agreement”) require that the financing of a capital improvement project to be financed with bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries such project is located.

The Project is located in the County, and the Board of Commissioners is the governing body of the County.

The TEFRA hearing is scheduled to occur at the August 19, 2024 meeting of the Board of Commissioners. Federal tax law provides that notice of the public hearing is presumed reasonable if published no fewer than 7 days before the hearing. A notice of the TEFRA hearing was published on August 9, 2024 in *The Fayetteville Observer* (the “TEFRA Notice”), which is greater than 7 days before the hearing.

The Corporation is requesting that the Board of Commissioners provide the TEFRA approval of the issuance of the Bonds to finance the Project and the approval of the financing of the Project for the purposes of 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Powers Agreement during its meeting on August 19th, after the public hearing.

EXTRACTS FROM MINUTES OF BOARD OF COMMISSIONERS

The Board of Commissioners for the County of Cumberland, North Carolina (the “County”) held a regular meeting in the Board of Commissioners Meeting Room (Room 118) on the first floor of the Judge E. Maurice Braswell Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301, the regular place of meeting, at 6:45 p.m. on August 19, 2024. The following Commissioners were:

Present:

Absent:

* * * * *

Motion was made by Commissioner _____, seconded by Commissioner _____ and carried unanimously, to open the public hearing.

WHEREAS, at ____ p.m., the Chairman announced that the Board of Commissioners (the “Board”) would proceed to hold a public hearing and would hear anyone who wished to be heard on the proposed issuance by the Public Finance Authority (the “Authority”), a unit of government and a body corporate and politic of the State of Wisconsin, of its Health Care Facilities Revenue Bonds (Cape Fear Valley Health System) Series 2024A (the “Bonds”) in an aggregate principal amount not to exceed \$40,000,000;

WHEREAS, the Authority has been requested to issue the Bonds and to lend the proceeds from the sale thereof to Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System (the “Corporation”), a North Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the proceeds of the Bonds will be used to (a) pay, and reimburse the Corporation for paying, a portion of the cost of acquiring, constructing, equipping and furnishing (i) a new medical school in approximately 78,000 square feet of a new building consisting of approximately 120,000 square feet (the “Medical School Project”) and (ii) routine capital improvements and expenditures, including parking facilities (collectively, the “Routine Capital Expenditures,” and together with the Medical School Project, the “Project”), and (b) pay certain expenses incurred in connection with the issuance of the Bonds;

WHEREAS, the Project will be located in the County, as more particularly described in the notice of public hearing published on August 9, 2024 in *The Fayetteville Observer* (the “TEFRA Notice”), a copy of which is attached hereto and incorporated herein;

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), prior to the Authority issuing bonds to finance a capital improvement project, the financing of such project must be approved by the governing body or highest ranking executive or administrator of the political

jurisdiction within whose boundaries such project is located, which with respect to the Project is the County;

WHEREAS, the Corporation has requested that the Board approve the financing of the Project and the issuance of the Bonds in an amount not to exceed \$40,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and approve the financing of the Project in order to satisfy the requirements of Section 4 of the Joint Exercise Agreement and Section 66.0304(11)(a) of the Wisconsin Statutes;

WHEREAS, the TEFRA Notice was published on August 9, 2024 in *The Fayetteville Observer* and sets forth a general, functional description of the type and use of the facilities to be financed with the proceeds of the Bonds, the maximum principal amount of the Bonds to be issued, the initial owner of the facilities and the location of the facilities, among other things;

WHEREAS, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows:

[None.]

WHEREAS, the Chairman of the Board inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Chairman of the Board determined that no other persons who wished to speak at the public hearing were found; and

WHEREAS, a purpose of the above-described public hearing and this resolution is to satisfy the public approval requirement of Section 147(f) of the Code, in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code;

After the Board had heard all persons who had requested to be heard, Commissioner _____ moved that the public hearing be closed. The motion was adopted unanimously.

Commissioner _____ introduced the following resolution, a copy of which had been distributed to each Commissioner:

RESOLUTION APPROVING THE ISSUANCE OF NOT TO EXCEED \$40,000,000 OF TAX-EXEMPT BONDS TO BE ISSUED BY THE PUBLIC FINANCE AUTHORITY TO FINANCE HEALTH CARE FACILITIES FOR THE BENEFIT OF CUMBERLAND COUNTY HOSPITAL SYSTEM, INC. D/B/A CAPE FEAR VALLEY HEALTH SYSTEM

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF CUMBERLAND, NORTH CAROLINA:

Section 1. For the purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code and to satisfy the public approval requirement of Section

147(f) of the Code, the Board hereby approves the issuance of the Bonds by the Authority in an amount not to exceed \$40,000,000, the proceeds of which will be used to finance the Project; *provided that* in no event shall the County or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of the County or any political subdivision thereof. Additionally, it is the purpose and intent of the Board that this resolution also constitute approval by the Board of the financing of the Project in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement. The Board is the governing body of the political jurisdiction within whose boundaries the Project is located.

Section 2. This resolution shall take effect immediately upon its passage.

Commissioner _____ seconded the motion and the motion was adopted by the following vote:

AYES:

NAYS:

* * * * *

STATE OF NORTH CAROLINA)

COUNTY OF CUMBERLAND)

I, Andrea Tebbe, Clerk to the Board of Commissioners of the County of Cumberland, **DO**
HEREBY CERTIFY as follows:

1. A meeting of the Board of Commissioners of the County of Cumberland, located in the State of North Carolina, was duly held August 19, 2024, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the Board of Commissioners.

2. The attached extract accurately reflects the actions taken by the Board of Commissioners with respect to the matters therein.

3. The attached extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the Board of Commissioners who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the County of Cumberland as of August 19, 2024.

(SEAL)

Clerk to the Board of Commissioners

[Attach TEFRA Notice]

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION


Suite 1900
Robinson Bradshaw & Hinson, P.
101 N. Tryon Street Suite 1900
Charlotte NC 28246

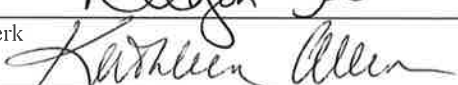
STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/09/2024

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 08/09/2024



Legal Clerk


Notary, State of WI, County of Brown



My commission expires

Publication Cost:	\$529.74	
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NOTICE OF PUBLIC HEARING BY THE BOARD OF
COMMISSIONERS FOR THE COUNTY OF
CUMBERLAND, NORTH CAROLINA
REGARDING THE FINANCING OF HEALTH CARE
FACILITIES WITH PROCEEDS OF TAX-EXEMPT BONDS
TO BE ISSUED BY THE PUBLIC FINANCE AUTHORITY
FOR THE BENEFIT OF
CUMBERLAND COUNTY HOSPITAL SYSTEM, INC.
D/B/A CAPE FEAR VALLEY HEALTH SYSTEM

NOTICE IS HEREBY GIVEN to all interested persons that the Board of Commissioners for the County of Cumberland, North Carolina (the "County") will hold a public hearing in the Board of Commissioners Meeting Room (Room 118) on the first floor of the Judge E. Maurice Braswell Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301, at 6:45 p.m. or as soon thereafter as may be heard, on August 19, 2024, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the proposed issuance by the Authority (as defined below) of its revenue bonds in one or more series (the "Bonds").

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System (the "Corporation"), a North Carolina nonprofit corporation and an organization described in Code Section 501(c)(3). The Bonds will be qualified 501(c)(3) bonds as defined in Code Section 145. The maximum stated principal amount of Bonds to be issued is \$40,000,000.

The Corporation will use the proceeds from the sale of the Bonds to (a) pay, and reimburse the Corporation for paying, a portion of the cost of acquiring, constructing, equipping and furnishing (i) a new medical school in approximately 78,000 square feet of a new building consisting of approximately 120,000 square feet (the "Medical School Project") and (ii) routine capital improvements and expenditures, including parking facilities (collectively, the "Routine Capital Expenditures," and together with the Medical School Project, the "Project"), and (b) pay certain expenses incurred in connection with the issuance of the Bonds.

The Project will be initially owned by the Corporation or a wholly-controlled affiliate of the Corporation. The Project will be located on the campus of Cape Fear Valley Medical Center, which has a primary address of 1638 Owen Drive, Fayetteville, North Carolina 28304. The campus is bordered by Owen Drive, Village Drive and Roxie Avenue. The Medical School Project will be located near the corner of Roxie Avenue and Village Drive.

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Corporation to the Authority, and certain funds and accounts established by the documents for the Bonds. The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the County of Cumberland, the State of North Carolina, or any political subdivision of the State of North Carolina, or a charge against their general credit or any taxing powers.

The hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the merits and location of the Project, the issuance of the Bonds or related matters. Any person wishing to comment in writing should do so prior to such meeting to the Board of Commissioners for the County of Cumberland, North Carolina, Post Office Box 1829, Fayetteville, North Carolina, 28302-1829, Attention: Clerk to the Board of Commissioners.

The hearing was originally scheduled for August 5, 2024, but was postponed to August 19, 2024 at the time and place set forth above.

BOARD OF COMMISSIONERS FOR THE COUNTY OF
CUMBERLAND, NORTH CAROLINA

By: Andrea Tebbe
Clerk to the Board of Commissioners
Dated: August 9, 2024
August 9 2024
LWLM0140966



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 8/14/2024

SUBJECT: REVISION OF THE MINIMUM HOUSING CODE

BACKGROUND

The county attorney has rewritten the Minimum Housing and Nonresidential Building Code. The revision begins with eliminating the provisions for nonresidential buildings and adding abandoned structures. This is necessary because the nonresidential buildings provisions were taken from the Article 11-Building Code Enforcement from Chapter 160D and have different enforcement mechanisms than the Minimum Housing Code taken from Article 12 of that chapter. Chapter 160D added abandoned structures to coverage of the minimum housing codes. That changes the name of the ordinance to the Minimum Housing and Abandoned Structures Code. All the minimum housing cases which have been brought to the board of commissioners for a demolition ordinance were abandoned structures. If that continues, having abandoned structures in the minimum housing ordinance will be the most efficient way these can be handled.

The other amendments are to make the ordinance language track the language in the Chapter 160D statutes, including new definitions; remove criminal penalties to comply with new legislation that prohibits ordinances authorized by Chapter 160D from having criminal penalties unless specifically authorized by a statute; and include provisions that are only applicable if the property is in a municipality to accommodate the enforcement of the county's ordinance in those towns that have requested it and the board has approved.

This requires a public hearing for two consecutive weeks before adoption. Because it does impose a criminal penalty on the owner of a dwelling allowing occupancy after the dwelling is ordered to be vacated, it must be voted on and approved by the board at two meetings. The board unanimously voted to move this forward to an August meeting. Since that date, the county attorney added a definition of "abandoned structure" at the request of the director of planning and inspections, updated or removed some other definitions to comply with the current law, and reformatted the document to be consistent with the Cumberland County Code. The public hearing notice was advertised in the *Fayetteville Observer* August 8 and 15, 2024. The publication confirmation is attached. The proof of publication will be included on the consent agenda of the next regular

meeting after it is received to make a permanent record.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board approve the revised code by adopting the attached resolution to which the new ordinance is attached.

ATTACHMENTS:

Description	Type
Publication Confirmation	Backup Material
Resolution to Adopt New Minimum Housing Ordinance	Backup Material
New Minimum Housing Ordinance	Backup Material

Rick Moorefield

From: Fayetteville Legals <legals@fayobserver.com>
Sent: Friday, August 2, 2024 4:29 PM
To: Rick Moorefield
Subject: Thank you for placing your order with us.
Attachments: LWLM01394410.pdf

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Fayetteville Observer's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Notes

August 19, 2024 Public Hearing Notice

<p>Job Details</p> <p>Order Number: LWLM0139441</p> <p>Classification: Public Notices</p> <p>Package: General Package</p> <p>Additional Options: 1 Affidavit \$0.00</p> <p>Total payment: \$173.91</p> <p>Account Details</p> <p>Cumb Co Attorney'S,Myra Brooks Po Box 1829 COUNTY ATTORNEY'S OFFICE/LEGAL DEPT. Fayetteville, NC 28302-1829 910-678-7762 mbrooks@cumberlandcountync.gov Cumb Co Attorney'S,Myra Brooks</p>	<p>Schedule for ad number LWLM01394410</p> <p>Thu Aug 8, 2024 Fayetteville Observer <i>All Zones</i></p> <p>Thu Aug 15, 2024 Fayetteville Observer <i>All Zones</i></p>
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NOTICE OF PUBLIC
HEARING TO BE HELD
AUGUST 19, 2024

The Cumberland County Board of Commissioners will hold a public hearing at 6:45 p.m. Monday, August 19, in Room 118, Cumberland County Courthouse, 117 Dick Street, Fayetteville, to solicit public comment on a legislative decision to repeal the Cumberland County Minimum Housing and Nonresidential Building Code and adopt the Cumberland County Minimum Housing and Abandoned Structures Code as a complete revision of the code to be repealed. Further information may be obtained from the Office of the County Attorney, Cumberland County Courthouse, Suite 551. All persons interested in this matter are encouraged to attend the meeting and register to speak.

August 8, 15, 2024
Clerk to the Board
Publication Dates

1.000000000

Resolution of the Cumberland County Board of Commissioners
to Repeal the County's Minimum Housing and Nonresidential Building Code
and to Adopt the Minimum Housing and Abandoned Structures Code

Whereas, Cumberland County has had an ordinance requiring minimum standards for habitable housing since at least October 20, 1980; and

Whereas, the county's minimum housing ordinance has been amended and revised numerous times; and

Whereas, the statutes authorizing counties to adopt minimum housing ordinances were amended and recodified as Article 12, Minimum Housing Codes, of Chapter 160D of the North Carolina General Statutes; and

Whereas, the Cumberland County Board of Commissioners has determined to update the county's minimum housing ordinance to more closely follow the new statutes and to add the remedies for the county to address abandoned structures now authorized by the statutes; and

Whereas, a notice of the board conducting a hearing August 19, 2024, to receive public comment on the proposed Cumberland County Minimum Housing and Abandoned Structures Code was published in the *Fayetteville Observer* August 8 and 15, 2024; and

Whereas, the board conducted the described hearing to receive public comment.

Now therefore be it resolved and ordained, the Cumberland County Board of Commissioners does hereby repeal the ordinance entitled, "Cumberland County Minimum Housing and Nonresidential Building Code," codified as Article IV, Chapter 4, of the Cumberland County Code and adopts a new minimum housing code entitled, "Cumberland County Minimum Housing and Abandoned Structures Code," attached hereto, to be codified as Article IV, Chapter 4, of the Cumberland County Code with the repeal and adoption to be effective upon the second reading of the Cumberland County Minimum Housing and Abandoned Structures Code at the next regular meeting of the board when it is presented.

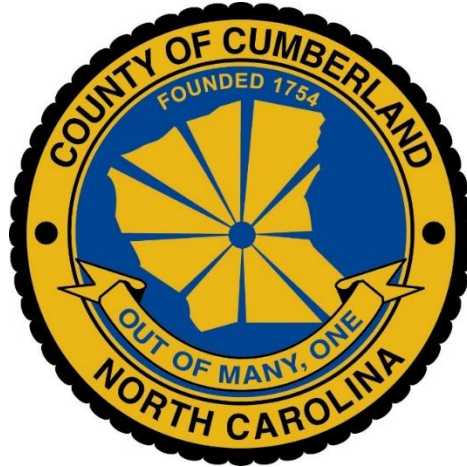
Adopted August 19, 2024.

Cumberland County Board of Commissioners
By:

Attest:

Glenn Adams, Chairman of the Board

Andrea Tebbe, Clerk to the Board



MINIMUM HOUSING AND ABANDONED STRUCTURES CODE

**CUMBERLAND COUNTY
NORTH CAROLINA**

ORIGINALLY ADOPTED: FEBRUARY 22, 1979
WITH AMENDMENTS THROUGH: , 2024

As adopted in Chapter 4 of the Cumberland County Code of Ordinances

Minimum Housing and Abandoned Structures -Code

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DIVISION 1. GENERALLY

Sec. 4-66. Finding and purpose.

(a) Pursuant to N.C.G.S. § 160D-1201, the Board of Commissioners of Cumberland County hereby finds that there exist in the planning and development regulation jurisdiction of the County:

- (1) dwellings that are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light, or sanitary facilities; accumulations of garbage, trash or rubbish on the premises; other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the County; and
- (2) abandoned structures that create a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities.

(b) The Board of Commissioners of Cumberland County further finds that the existence and occupation of dwellings that are unfit for human habitation and abandoned structures that create a health or safety hazard are inimical to the welfare and dangerous and injurious to the health and safety of the people of the County, and a public necessity exists for the repair, closing, or demolition of such dwellings and abandoned structures.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-67. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

Abandoned structure means a structure of any type that is in such dilapidated condition as to cause or contribute to blight, disease, vagrancy, or fire or safety hazard; to be a danger to children; or to tend to attract persons intent on criminal activities or other activities that would constitute a public nuisance. Abandonment may be evidenced by, but not limited to, the owner, tenant, or their agent allowing any one or more of the following conditions to occur and remain in place for more than six months:

- (1) Overgrown weeds or vegetation, or the accumulation of trash, garbage, and refuse of any sort on the premises to such extent that the premises constitutes harborage for insects or vermin or a fire hazard; or
- (2) The structure is not properly boarded up or secured, or has broken windows, open doors, gates, or other openings which make the structure or premises

- accessible to trespassers, vagrants, criminals, or other unauthorized persons; or
- (3) The structure has roofs or walls which have buckled or caved in and left to remain unsecured; or
 - (4) Demolition of the structure was commenced and stopped leaving portions of the structure standing; or
 - (5) Failing to accept or respond to any notices of violations or administrative hearings issued by code enforcement officials of the county's Planning and Inspections Department, Office of the Fire Marshal, or Public Health Department.

Accessory building or accessory structure means a building or structure the use of which is incidental to that of the main building or structure and which is located on the same lot or on a contiguous lot.

Alter or alteration means any change or modification in construction or occupancy.

Apartment means any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of three or more families living independently of each other in dwelling units.

Article means this Article IV, "Minimum Housing and Abandoned Structures Code," of Chapter 4 of the Cumberland County Code.

Basement means a story with 50 percent or more of its cubical content below finish grade.

Building means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "building" shall be construed as if followed by the words "or part thereof."

Ceiling height means the clear vertical distance from the finished floor to the finished ceiling.

Demolish means the demolition and removal of the entire building, leaving the property free and clear of any debris, and without holes or pockets which may retain water.

Dwelling means any building, structure, manufactured home, or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, but does not include any manufactured home, mobile home, or recreational vehicle, if used solely for a seasonal vacation purpose.

Exit means a clear and unobstructed way of departure from the interior of a building or structure to the exterior at street or grade level.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or any other recognized and legal pest elimination methods approved by the public officer.
(Ord. of 6-21-21)

Family means an individual; two or more persons related by blood, marriage or law, or a group of not more than any five persons living together in a dwelling unit.

Garbage means the animal and vegetable refuse resulting from the handling, preparation, cooking and consumption of food, including the minimum amount of liquid necessarily incidental thereto.

Garbage receptacle means a durable, rust resistant, non-absorbent, watertight, and rodent proof container with an insect tight lid that is large enough to contain a week's worth of refuse, unless more than one receptacle is used.
(Ord. of 4/16/12; Ord. of 6-21-21)

Habitable space or room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers, communicating corridors, closets, or storage spaces.

Hearing officer means the public officer or his designated agent.
(Ord. of 6-21-21)

Housing (See "Dwelling").

Impervious to water (as to floors) means a clean, smooth floor, without cracks or holes, made of terrazzo, ceramic, asphalt or rubber tile, smooth concrete, linoleum or other similar material, or made of wood, and, if made of wood, then with tightly fitting joints, covered with varnish, lacquer or other similar water-resistant coating.

Infestation means the presence within or around housing of any insects, rodents or other pests in such numbers as to constitute a threat or deterioration to the housing or a hazard to the health or physical well-being of the occupants.

Manufactured home means a manufactured building designed to be used exclusively as a single-family dwelling, which has been constructed and labeled indicating compliance with the Department of Housing and Urban Development (HUD) administered national

Manufactured Housing Construction and Safety Act of 1974, as amended.
(Ord. of 4/16/12)

Multifamily means a building or structure occupied or intended for occupancy as the home or residence of more than two families, living independently of each other, and doing their own cooking within their respective housing units.

Occupant means any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling, dwelling unit or rooming unit.

Owner means the holder of the title to real property in fee simple and every mortgagee of record.

Parties in interest means all individuals, associations, and corporations that have interests of record in a dwelling or abandoned structure and any that are in possession of a dwelling or abandoned structure.

Person means and includes any individual, firm, corporation, association or partnership.

Plumbing means and includes the water supply and distribution pipes, plumbing fixtures, supports and appurtenances; soil, waste, and vent pipes; sanitary drains and building sewers to an approved point of disposal.

Premises means a lot, plot, or parcel of land, including the buildings or structures thereon.

Public space means that space within or about any structure which is open to use or access by the general public.

Public authority means any public authority for housing or any officer who is in charge of any department, or branch of the government of the town, city, county or State relating to health, fire, building regulations, or other activities concerning dwellings and abandoned structures in the county.

Public officer means the Cumberland County Director of Planning and Inspections, or his or her designee, or employee whose assigned duties include the enforcement of provisions of this article.
(Ord. of 6-21-21)

Removal means the demolition and removal of the entire structure, leaving the property free and clean of debris, and without holes or pockets which may retain water.

Residential building means any building or structure, or portion thereof, which is used,

or designed or intended to be used, for human habitation, including living, sleeping, cooking and eating or any combination thereof.

Rooming house means any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not members of the family of the owner or operator.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rubbish means combustible and noncombustible waste materials, except garbage. The term shall include, but not be limited to, combustible material, wood, paper, rags, cartons, boxes, tires, mattresses, tree branches, yard trimmings, metals, glass, crockery, furniture or appliances stored in the open which are not intended for outdoor use and including immobilized vehicles or parts thereof.

Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor or roof next above.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "structure" shall be construed as if followed by the words "or part thereof."

Substandard means any condition existing in any housing or structure which does not meet the standards of fitness of this article.

Tenant means a person, partnership, firm or corporation occupying or using a building, premises or any part or parts thereof owned by another.

Unfit for human habitation means any of those certain conditions that exist as set forth under section 4-86.

Ventilation means the adequate supply and removal of air to and from a space through windows, skylights, doors, louvers, grills, ducts or other similar devices.

Words having certain meanings. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," or "premises" are used in this article, they shall be construed as though they are followed by the words "or any part thereof."
(Ord. of 6-15-98)

Sec. 4-68. Conflict with other provisions.

In the event any provision, standard or requirement of this article is found to conflict with any provision of any other ordinance or code of the county, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the county shall prevail.

(Ord. of 6-15-98)

Sec. 4-69. Duties and limitation of liability of public officer.

The public officer is hereby designated to exercise the powers herein prescribed. The public officer shall have such powers as may be necessary to carry out and effectuate the purpose and provisions of this article, including, without limiting the generality of the foregoing, the following powers in addition to others herein granted:

- (1) To investigate, inspect, and determine which buildings, dwellings, or dwelling units are substandard and/or unfit for human habitation, and those which pose an imminent threat of bodily harm to occupants of a building, dwelling, or a dwelling unit, or any person upon the premises.
- (2) To take such action alone or together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation or removal of buildings and abandoned structures which are substandard and/or unfit or otherwise in violation of this article.
- (3) To take such action alone or together with other appropriate departments or agencies, public and private, as may be necessary to eliminate vegetation overgrowth, clear unauthorized dump sites, or correct other environmental conditions which are inimical to public well-being and prevents harboring of rodents, insects, other similar pests.
- (4) To serve as hearing officer, administer oaths and affirmations, examine witnesses and receive evidence.
- (5) To enter upon premises for the purpose of making examinations and inspections, provided such entries shall be made in accordance with this article and state law, and shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.
- (6) To appoint and fix the duties of such officers, agents and employees as necessary to assist in carrying out the purposes of this article and to delegate any of their functions and powers to such officers, agents and employees.
- (7) To determine that buildings and accessory structures are substandard and/or unfit for human habitation if the public officer finds, based on the requirements set forth in this article, that conditions exist in such structures or accessory structures which are dangerous or injurious to the health, safety or well-being of the

occupants of such building, the occupants of neighboring buildings, or other residents of the county and environs. Such conditions include, but are not limited to, lack of adequate ventilation, light or sanitary facilities, dilapidation, disrepair, structural defects, and uncleanness.

- (8) Except as may otherwise be provided by statute or local law or ordinance, no public officer, agent or employee of the county charged with enforcement of this article shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his or her duties under this article.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-70. Board of Adjustment to serve as housing appeals board.

The Cumberland County Board of Adjustment shall serve as the housing appeals board to which appeals may be taken from decisions or orders of the public officer as provided in section 4-84. The board shall perform the duties prescribed by this article and shall keep an accurate record of its proceedings.

(Ord. of 6-15-98; Ord. of 5-17-21)

DIVISION 2. - MINIMUM STANDARDS AND REQUIREMENTS

Sec. 4-71. Compliance.

(a) Every building, dwelling and dwelling unit used as a human habitation, or held out for use as human habitation, shall comply with all of the minimum standards of fitness for human habitation and all of the requirements of Division 2 of this article. No person shall occupy as owner-occupant or let to another for occupancy or use as a human habitation, any building, dwelling or dwelling unit which does not comply with all of the minimum standards of fitness for human habitation and all of the requirements of Division 2 of this article.

(b) A public officer responsible for administering this article may determine that a dwelling is unfit for human habitation if the officer finds that conditions exist in the dwelling that render it dangerous or injurious to the health, safety, or welfare of the occupants of the dwelling, the occupants of neighboring dwellings, or other residents of the county. Defective conditions may include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; or uncleanness, and such additional standards as are set forth in this article.

(c) A public officer responsible for administering this article may determine that an abandoned structure creates a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, frequent use by vagrants as living quarters in the absence of sanitary facilities or attracts persons intent on criminal activities which constitute a public nuisance.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-72. Space and use standards.

The following shall constitute the minimum standards for residential and non-residential buildings and shall be pertinent in determining fitness for human habitation or occupation:

(1) Every dwelling or dwelling unit shall contain the minimum room size for each habitable room or space as required by the NC Residential Building Code as amended, or the Code in effect at the time of construction, whichever is least restrictive. All rooms and spaces that are intended to be occupied at different times for different purposes within a structure that is not a dwelling shall meet the NC Building Code as amended, or the Code in effect at the time of construction, whichever is least restrictive.

(2) No basement or cellar shall be used as a habitable room or space unless:

- a. The floors and walls are impervious to leakage of underground and surface runoff water and insulated against dampness and condensation.
 - b. The total window area in each room meets the requirements of section 4-77 or, if only one egress door is provided, the requirements of subsection 4-73(a).
 - c. Ceiling heights shall be equal to those required for habitable rooms.
 - d. There is at least one exit egress door, with a minimum horizontal opening of not less than thirty-six inches 36" and a vertical opening of not less than six foot, eight inches (6'8").
- (3) There shall be installed in every dwelling unit, outside every sleeping area, at least one operable smoke detector with audible alarm. The alarm shall emit not less than 85 decibels at ten feet. The detector shall be located on or near the ceiling and installed in accordance with the manufacturer's instructions and applicable state codes. The owner shall be responsible for maintenance and replacement of the detectors; however, the tenant may not remove or render a smoke detector inoperable.
- (4) There shall be installed a minimum of one operable carbon monoxide detector on every level of any dwelling unit that is rented to a tenant. The carbon monoxide detector may be either battery operated or wired into the electrical circuit, shall be listed by a nationally recognized testing laboratory, and shall be installed in accordance with either the standards of the NFPA or the minimum protection designated in the manufacturer's instructions. A carbon monoxide detector may be combined with detectors if the combination detector does both of the following: (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke detectors; and (ii) emits an alarm in a manner that clearly differentiates between the presence of carbon monoxide and the presence of smoke. This section only applies to dwelling units having a fossil-fuel burning heater, appliance, or fireplace and in any dwelling having an attached garage. Any operable carbon monoxide detector installed prior to January 1, 2010, shall be deemed to be in compliance with this section.
- (Ord. of 4/16/12)
- (5) All appliances supplied by the property owner shall be maintained in good repair and operation.
- (6) Access shall be provided to all rooms within a dwelling unit without passing through a public space. Rooming houses are exempt from this section.
- (7) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, and bathrooms, and all rooms adjoining a public space. Toilet and bathroom doors shall have an operable privacy lock.

- (8) Manufactured homes placed, erected or located on any parcel or lot, must have been constructed after July 1, 1976, and meet or exceed the standards promulgated by the United States Department of Housing and Urban Development that were in effect at the time of construction to qualify for any permits. In addition, all manufactured homes shall be provided with skirting materials that is acceptable for exterior construction. Skirting materials shall be durable and suitable for exterior exposures. Any wood framing used in support of skirting shall be approved pressure-treated wood. Manufactured skirting material shall be installed in accordance with the skirting manufacturer's requirements. The skirting requirement shall apply to all manufactured homes sited after the date of the adoption of this subsection April 16, 2012. All manufactured homes sited on real property before April 16, 2012, shall be brought into compliance with this skirting requirement on or before July 1, 2013.

(Ord. of 4/16/12)

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-73. Exit standards.

(a) Each dwelling or dwelling unit shall be provided with two exit egress doors, one of which shall have a minimum horizontal opening of not less than thirty-six inches 36" and a vertical opening of not less than six foot, eight inches 6'8", and accessible to the occupants of each housing unit. All exit egress doors shall be operable and lockable. In instances where only one exit egress door can be provided, then each sleeping room must have at least one operable window approved for emergency egress. The window must be operable from the inside without the use of a special key or tool. The bottom of the windowsill shall not exceed forty-four inches 44" above the finished floor. Such window shall provide a minimum clear opening width of twenty inches 20" and a minimum clear opening height of twenty-two inches 22". The total net clear opening shall not be less than four square feet. Bars, grills, or other obstructions placed over these windows must be releasable or removable from the inside without the use of a special key or tool.

(b) Platforms and/or steps shall be provided to serve exits and shall be maintained in a safe condition and in accordance with subsections 4-78(g) and (h).

(c) Safe, continuous and unobstructed exits shall be provided from the interior of the structure to the exterior at street or grade level.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-74. Plumbing standards.

(a) Every dwelling or dwelling unit shall be connected to an approved water supply and sewage disposal system.

(b) Every dwelling or dwelling unit used or intended for use as human habitation shall have an enclosed bathroom and toilet facilities complete with water closet, tub or shower and lavatory, and shall also have a kitchen sink, all of which shall be connected to approved water and sewer systems.

(c) There shall be running water installed inside each dwelling or dwelling unit, with unimpeded flow to each outlet.

(d) There shall be separate toilet facilities for each dwelling or dwelling unit.

(e) Water-heating systems shall be provided which are properly installed, are maintained in safe and good working condition, are properly connected with the hot water line to each tub, shower, lavatory, kitchen sink, washing machine, and/or any other supplied plumbing fixture and are capable of supplying water at a temperature of not less than 120 degrees Fahrenheit. Such supplied water-heating systems shall be capable of operating independently of the space-heating equipment.

(f) All fixtures shall be in proper working condition with no leaks.

(g) No fixtures shall be cracked, broken or badly chipped.

(h) Hopper bowl toilets are hereby prohibited.

(i) Access to toilet and bathing facilities shall be through a weather-tight area without going outside the building.

(j) Every water closet compartment floor surface and bathroom floor surface shall be so constructed and maintained as to be reasonably impervious to water to permit such floor to be readily kept in clean and sanitary condition.

(k) All water supply lines shall be protected from freezing by approved methods.

(l) All plumbing waste-water lines and vents shall be installed meeting the NC Plumbing Code, as amended, or the Code in effect at the time of construction, whichever is least restrictive, and maintained in proper working order free from leaks, broken lines, and stoppages at all times.

(m) Water closets shall be properly connected to a cold-water supply line.
(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-75. Heating standards.

(a) Every building and dwelling unit shall be weatherproof and capable of being adequately heated. The heating equipment in every dwelling or dwelling unit shall be maintained in proper working order at all times and comply with the following:

- (1) Every central or electric heating system shall be properly installed and maintained in good and safe working condition and capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling or dwelling units to a temperature of at least 68 degrees Fahrenheit at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.
- (2) Where a central or electric heating system is not provided, each dwelling or dwelling unit shall be provided with sufficient fireplaces, chimney flues, or gas vents whereby heating appliances may be properly connected so as to furnish a minimum temperature of 68 degrees Fahrenheit at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.
- (3) All gas and oil burning equipment installed on the premises shall be of a type approved and installed in accordance with the provisions of the state building code and any other applicable codes.

(b) Liquid fuel stored on the premises shall be stored in accordance with the provisions of the state building code and any other applicable codes.

(c) Chimneys shall be tight, safe, and capable of maintaining proper draft of combustion byproducts to outside air.

(d) No holes shall be permitted in the flue except for necessary vent connections and cleanout doors.

(e) All existing masonry chimneys that are not properly attached to the structure shall be removed or reattached in accordance with the provisions of the most currently adopted State residential building code and any other applicable codes.

(f) Thimbles shall be grouted in tightly.

(g) Thimbles shall be located high enough to provide proper draft for the heating appliance served thereby.

(h) Fireplace(s) shall be used only for supplemental heat and not for primary heating and shall have no loose mortar or damaged firebrick.

(i) Hearths shall be of noncombustible material and shall extend at least 12 inches beyond the face and six inches beyond each side of the fireplace opening.

(j) No combustible materials shall be permitted within seven inches of the top and seven inches on either side of the fireplace opening.

(k) No combustible material shall be located within six inches of the thimble.
(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-76. Electrical standards.

(a) Every dwelling and dwelling unit shall be wired for electrical lights and convenience receptacles. Every habitable room shall contain at least two floor or wall-type electric convenience receptacles installed in accordance with the NC State Electrical Code. At least one fixed in place ceiling or wall type electric light fixture shall be provided in every bedroom, toilet room, bathroom, laundry room, furnace room, public hall, basement or any other area in which artificial light is required for the safety and welfare of the occupants. A switched wall receptacle shall be acceptable in a bedroom, living room or den.

(b) All receptacles, ceiling fixtures or other fixtures shall be securely attached.

(c) All switches and fixtures shall be safely operable or sealed off and disconnected.

(d) No flexible cords shall be used as a substitute for the fixed wiring of a structure, nor run through holes in walls, ceiling or floors; through doorways, windows or similar openings; attached to building surfaces, or concealed behind building walls, ceilings or floors.

(e) Fuses, circuit breakers, or branch circuits shall be properly sized and maintained in accordance with the provisions of the most currently adopted National Electrical Code and any other applicable codes.

(f) Every public hall and stairway in every multifamily dwelling containing five or more dwelling units shall be adequately lighted at all times. Every public hall and stairway in structures devoted solely to residential occupancy, containing not more than four dwelling units, may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting. Lights at entrances and exits are required.

(g) All electric wiring, devices, appliances and fixtures shall be installed and maintained in accordance with the provisions of the most currently adopted National Electrical Code and any other applicable codes.
(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-77. Light and ventilation standards.

(a) Every habitable room shall have an aggregate glazing area of not less than 8 percent of the area of such room. Natural ventilation shall be through windows, skylights, doors, or other approved openings to the outside air. Such openings shall be easily accessible and controllable by the occupants of the room. The openable area to the outdoors shall be not less than 4 percent of the floor area being ventilated.

(b) Openable windows, skylights, doors, or other approved openings that have been installed to meet the foregoing requirement shall be properly screened and alone or combined meet the minimum 4 percent clear opening requirement for ventilation of the room. This requirement does not apply to emergency egress windows from sleeping rooms as required in subsection 4-73(a).

(c) Screens shall not be permanently fixed to the window frame or sash. All exterior doors shall have either a screen door or a storm door and be equipped with a self-closing device. When approved by the public officer, the screens on windows and doors may be omitted for dwelling or dwelling units containing a permanently installed heating and air conditioning system providing the dwelling or dwelling unit with year-round mechanical ventilation. Screens shall be installed in dwellings or dwelling with window air conditioning units which are not permanently installed.

(d) Window frames and glass shall be reasonably weather-tight, with no cracked or broken glass.

(e) Each toilet room and bathroom shall have an operable window unless served by an approved mechanical ventilation system.

(f) Every exterior and interior public passageway, hallway, and stairwell in every dwelling or multifamily building shall be adequately illuminated at all times to permit safe passage.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-78. Structural standards.

(a) *Foundations.*

(1) The foundation shall be on firm, reasonably dry ground, and there shall be no water standing or running under the building.

(2) All elements of the foundation, including masonry, steel, or wood piers, masonry walls, and steel structural members, shall be in good repair and free from decay, rot,

or structural deterioration. Piers shall be plumb, level, and have proper bearing on footings and structural member they support.

- (3) There shall be properly sized and spaced footings placed on adequate bearing soil.
- (4) There shall be no wood stiff knees or other improper piers.
- (5) No isolated masonry pier shall exceed ten times the least dimension.
- (6) Units, when underpinned, shall use an approved material so as to be substantially weatherproof and rodent-proof. A crawl space access, with cover, shall be provided to the under-floor space. Adequate ventilation shall be provided to the foundation area by approved methods.

(b) *Floors.*

- (1) Broken, overloaded, decayed or excessively sagging sills, beams, girders and joists shall be prohibited. Floors shall be maintained in good repair and be capable of supporting the intended live and dead loads which normal use may cause to be placed on them.
- (2) Flooring shall be reasonably smooth, not rotten or worn through, and without holes or excessive cracks which permit air or rodents to penetrate rooms.
- (3) There shall be no loose flooring or floor covering.
- (4) Floors shall be reasonably level.
- (5) There shall be no dirt floors or wood floors on the ground.
- (6) All bathroom, toilet room, laundry and kitchen floors shall be constructed and maintained to be impervious to water by covering with a waterproof, nonabsorbent material.

(c) *Walls, exterior.*

- (1) All exterior surfaces shall be structurally sound, waterproof, weatherproof and rodent- proof with no holes, cracks or rotted boards.
- (2) Window frames and glass shall be reasonably weather-tight, with no cracked or broken glass. All windows shall be provided with suitable hardware to include operable locks and shall be made to open freely.

- (3) Exterior doors shall be substantially weather-tight, waterproof and rodent-proof, and lockable from inside and outside. Doors shall be maintained in proper working condition.
- (4) All load-bearing walls, exterior or interior, shall not be substantially bowed or out-of-plumb and shall be structurally sound.
- (5) Studs shall provide sufficient support for sheathing or exterior finish and shall not be rotten or termite damaged.
- (6) All exterior surfaces shall be protected with paint or other approved protective covering to prevent deterioration and the entrance or penetration of moisture.
- (7) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or locations as to constitute a fire hazard. See section 4-75 for additional requirements.

(d) *Walls, interior.*

- (1) Interior finish shall be free of holes.
- (2) Walls shall be in sound condition, not seriously out-of-plumb, and structurally sound.
- (3) There shall be no loose plaster, loose boards, or other loose wall materials susceptible to falling.
- (4) There shall be no rotten, termite [-damaged], fire-damaged or broken studs.
- (5) There shall be no cardboard, newspaper, or other similar highly combustible wall finish.

(e) *Ceilings.*

- (1) There shall be no rotten, broken, sagging, or fire-damaged joists or improperly supported ends.
- (2) Joists and supporting members shall provide sufficient support for the ceiling.
- (3) The ceiling shall be substantially rodent proof. There shall be no holes, loose plaster, boards, sheetrock, or other ceiling finish susceptible to falling.

(4) There shall be no cardboard, newspaper, or other similar highly combustible finishes.

(f) *Roof.*

(1) Roofs shall be in sound condition and capable of supporting the load intended.

(2) There shall be no rotten, broken, or fire-damaged rafters or improperly supported ends.

(3) Rafters shall be adequately braced.

(4) Attics shall be properly ventilated.

(5) There shall be no loose or seriously rotted or fire-damaged sheathing or roof covering. Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.

(6) There shall be a minimum of Class C roof covering.

(7) There shall be proper flashing at walls and chimney.

(8) There shall be no roof with more than two roof coverings.

(9) Gutters and downspouts, if installed, shall be properly maintained to collect, transfer, and discharge the water from the roof and away from the structure.

(g) *Porches.*

(1) The foundation, floor, ceiling and roof of all porches shall meet and be maintained to the same standards as set forth above, except sills and joists need not be level if providing drainage of floors; floors need not be weather-tight; and the ceiling height shall be not less than seven feet.

(2) Posts and railings shall not be rotted or termite damaged.

(3) Every porch, terrace or entrance platform located at more than 30 inches above the adjacent finished grade shall be equipped with guardrails not less than 36 inches high.

(4) Surfaces shall be protected with paint or other approved covering or material to prevent the entrance or penetration of moisture.

(h) *Stairs and steps.*

- (1) Stairs and steps shall be free of holes, grooves and cracks large enough to present tripping hazards. They shall be properly attached, supported, and capable of supporting the loads that normal use may cause to be placed on them.
- (2) Stairwells and flights of stairs, attached to or within a dwelling unit, that contain four or more risers shall have handrails with minimum and maximum heights of 30 inches and 38 inches, respectively, measured vertically from the nose of the treads.
- (3) Every rail shall be firmly fastened and maintained in good condition.
- (4) No flight of stairs settled more than one inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
- (5) No rotting, sagging or deteriorated supports shall be allowed.
- (6) Every stair riser shall be reasonably uniform and shall not exceed eight and one-fourth inches in height and shall be securely fastened in position. Every wood riser in excess of 36 inches in width shall have an additional stringer, each stringer to be spaced not more than 30 inches apart. The minimum depth of treads shall be nine inches excluding the nosing.
- (7) Exterior stairs shall be protected with paint or other approved covering or material to prevent the entrance or penetration of moisture.

(i) *Accessory structures.*

- (1) Fences and other accessory structures and buildings shall either be maintained in a safe and structurally sound condition or be demolished and removed from the property.
- (2) The structural standards, as outlined in this section, shall also apply to all accessory structures and buildings.
- (3) No deterioration due to the elements because of lack of preventive maintenance consisting of painting, waterproofing and repair shall be allowed.
- (4) Any electrical, plumbing, heating or other utilities furnished to an accessory structure shall be installed in accordance with the state building code or other applicable codes and maintained in a safe condition.

- (5) Every accessory structure shall be properly maintained in a clean and sanitary condition, and free from physical hazards and other matter detrimental to the public health.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-79. Property maintenance.

(a) *Vermin.* Premises, buildings, and structures shall, by generally accepted methods of extermination, be maintained free of vermin and rodent harborage and infestation.

(b) *Rubbish and garbage.* Every person who occupies and controls a dwelling unit shall dispose of all rubbish and garbage in a clean and sanitary manner by placing it in proper garbage receptacles. The owner shall be responsible for providing the receptacles for the storage of garbage and rubbish. Removal shall be at such frequent intervals to prevent buildup.

(c) *Drainage.* Every yard shall be properly graded to obtain thorough drainage and to prevent the accumulation of stagnant water in the yard or under the structure.

(d) *Overgrown Vegetation.* Every yard and all exterior property areas shall be kept free of overgrown vegetative plant growth which is detrimental to public health or provide breeding places for flies, insects, rodents, or other similar pests.

(e) *Protective Treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and water-tight. All metal surfaces subject to rust or corrosion shall be stabilized and coated to inhibit rest and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-80. Rooming house exceptions.

All of the provisions of this article and all of the minimum standards and requirements of this article shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections:

- (1) At least one water closet, lavatory and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever these facilities are shared. All such facilities shall be located within the resident building served; shall be accessible from a common hall or passageway; and shall not be more than one story removed from any of the persons sharing such facilities. Every lavatory and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar or basement. All rooms containing these appurtenances shall have a door equipped with a privacy lock.
- (2) Every room occupied for sleeping by one occupant shall contain at least 70 square feet of floor area and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant over 12 years of age.
- (3) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house and premises.
- (4) No occupant of a rooming house shall heat or cook or permit the heating of food within his rooming unit.

(Ord. of 6-15-98)

Sec. 4-81. Requirements of occupants.

Every occupant of a dwelling or dwelling unit or apartment shall:

- (1) Keep that part of a dwelling or dwelling unit or apartment which they occupy and control in a clean and sanitary condition.
- (2) Keep all required plumbing and other fixtures in a clean and sanitary condition, and exercise reasonable care in the use and operation thereof.
- (3) Be responsible for the extermination of any insects, rodents or other pests whenever such dwelling unit or apartment is the only one in the residential building infested, and the owner has provided a reasonable insect-proof and adequate rodent-proof building.
- (4) Dispose of all garbage and other refuse in an approved garbage receptacle.
- (5) Permit the public officer free access at reasonable times for the purpose of inspection in accordance with section 4-83 of this article.

- (6) Not place on the premises any material which causes a fire or otherwise endangers the health or safety of any occupants of such building; not place in storage or on the premises any furniture, auto parts, junk rubbish, equipment or material which harbors insects, rodents or other pests.
 - (7) Not occupy any dwelling unit unless running water is provided to the required plumbing fixtures.
 - (8) Not place within any structure, for use therein, any oil or gas-fired portable or non-vented cook stove or heater.
 - (9) Not place on the premises, for use thereon, any heating or cooking unit which constitutes a fire hazard.
 - (10) Not cause such damage to the dwelling unit or apartment let to him as to make the same unfit for human habitation.
 - (11) Not occupy a dwelling unit after the public officer has duly placarded the structure in accordance with section 4-83 and section 4-86.
 - (12) Give the owner, their agent or employee access to any part of such dwelling or dwelling unit and its premises at all reasonable hours for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.
 - (13) Not cause any service, facility, equipment, or utility which is required under this chapter to be removed or shut off from, or discontinued for, any dwelling occupied by them.
- (Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-82. Liability, responsibility of owner.

(a) An owner remains liable for violation of duties imposed upon them by this article even though:

- (1) An obligation is also imposed on the occupant.
- (2) The owner has, by agreement, imposed on the occupant the duty of furnishing required equipment or of complying with this article.

(b) Whenever infestation is caused by failure of the owner to maintain a dwelling in a

rodent- proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in a dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

(c) The owner may not permit the continued occupancy of a dwelling unit which has been duly placarded by the public officer in accordance with section 4-83 or section 4-86.

(d) The owner shall furnish adequate storage receptacles for garbage and rubbish and shall be responsible for the removal of all garbage and rubbish from the premises at frequent enough intervals to prevent buildup of such garbage and rubbish.

(e) The owner shall be responsible for compliance with this Division 2 of this article.

(f) No owner or operator shall cause any service, facility, equipment, or utility which is required under this ordinance to be removed or shut off from or discontinued for any occupied dwelling.

(g) The owner shall ensure that the structure remains closed and secured when not occupied. Should it become necessary to board the windows and/or doors, it must be done with boards fitted to the openings, screwed in place, and painted a color consistent with the surrounding wall area.

(Ord. of 4-16-12; Ord. of 6-21-21)

DIVISION 3. – ENFORCEMENT

Sec. 4-83. Procedure.

(a) *Investigation, complaint, hearing.* Whenever a petition is filed with the public officer by a public authority or by at least five residents of the jurisdiction charging that any dwelling is unfit for human habitation or any abandoned structure creates a health or safety hazard, or when it appears to the public officer that any dwelling is unfit for human habitation or any abandoned structure creates a health or safety hazard, the public officer shall, if a preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwellings and abandoned structures a complaint stating the charges in that respect and containing a notice that an administrative hearing will be held before the public officer, or the officer's designated agent, at a place within the county. The hearing shall be held not less than 10 days nor more than 30 days after the serving of the complaint. The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. The rules of evidence prevailing in courts of law shall not be controlling in administrative hearings before the public officer.

(b) *Orders.* If, after notice and an administrative hearing, the public officer determines that the dwelling or abandoned structure under consideration is unfit for human habitation or creates a health or safety hazard, the officer shall state in writing findings of fact in support of that determination in the form of a notice of violation and shall issue and cause to be served upon the owner one of the following orders, as appropriate:

- (1) If the public officer determines that the repair, alteration, or improvement of the dwelling to render it fit for habitation or the elimination of the health or safety hazard created by the abandoned structure can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling or abandoned structure, the order shall require the owner, within the time specified, to repair, alter, or improve the dwelling in order to render it fit for human habitation or eliminate the health or safety hazard created by the abandoned structure. The order may require that the property be vacated and closed only if continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of 18 or occupants with physical or mental disabilities. The order shall state that the failure to make timely repairs or eliminate the health and safety hazard as directed in the order shall make the dwelling or abandoned structure subject to the issuance of an unfit order under subsection 4-83(c).

- (2) If the public officer determines that the repair, alteration, or improvement of the dwelling to render it fit for habitation or the elimination of the health or safety hazard created by the abandoned structure cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling or abandoned structure, the order shall require the owner, within the time specified in the order, to remove or demolish the dwelling or abandoned structure. However, if the dwelling is located in a historic district and the Historic District Commission determines, after an administrative hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. 160D-949.

(c) *Repair, closing, and posting.* – If the owner fails to comply with an order to repair, alter, or improve or to vacate and close the dwelling or abandoned structure, the public officer may cause the dwelling or abandoned structure to be repaired, altered, or improved or to be vacated and closed, and the public officer may cause to be posted on the main entrance of any dwelling or abandoned structure so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a Class 1 misdemeanor. The duties of the public officer set forth in this subsection shall not be exercised until the board of commissioners shall have by ordinance ordered the public officer to proceed to effectuate the purpose of this article with respect to the particular property or properties that the public officer shall have found to be unfit for human habitation or create a health or safety hazard and which property or properties shall be described in the ordinance. This ordinance shall be recorded in the Office of the Cumberland County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

(d) *Demolition.* If the owner fails to comply with an order to remove or demolish the dwelling or abandoned structure, the public officer may cause such dwelling or abandoned structure to be removed or demolished. The duties of the public officer set forth in this subsection shall not be exercised until the board of commissioners shall have by ordinance ordered the public officer to proceed to effectuate the purpose of this article with respect to the particular property or properties that the public officer shall have found to be unfit for human habitation or create a health or safety hazard and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling or abandoned structure until the owner has first been given a reasonable opportunity to bring the dwelling into conformity with the housing code or to eliminate the health and safety hazards created by the abandoned structure. This ordinance shall be recorded in the Office of the Cumberland County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

(e) *Abandonment of Intent to Repair.* If the dwelling has been vacated and closed for a period of one year pursuant to an ordinance adopted pursuant to subsection 4-83(c), or after a public officer issues an order or proceedings have commenced under the substandard housing regulations regarding a dwelling to be repaired or vacated and closed as provided in this subsection, then the board of commissioners may find that the owner has abandoned the intent and purpose to repair, alter, or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, and welfare of the county in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling that might otherwise have been made available to ease the persistent shortage of decent and affordable housing in the community, then in such circumstances, the board of commissioners may after the expiration of such one-year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

- (1) If the public officer determines that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within 90 days.
- (2) If the public officer determines that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within 90 days.

These ordinances shall be recorded in the Office of the Cumberland County Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with the ordinance, the public officer shall effectuate the purpose of the ordinance.

(f) *Liens.*

- (1) The amount of the cost of repairs, alterations, or improvements, or vacating and closing, or removal or demolition by the public officer shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes.
- (2) If the real property upon which the cost was incurred is located in an incorporated city, then the amount of the cost is also a lien on any other real property of the

owner located within the city limits or within one mile thereof except for the owner's primary residence. The additional lien provided in this sub-subdivision is inferior to all prior liens and shall be collected as a money judgment.

- (3) If the dwelling or abandoned structure is removed or demolished by the public officer, the county shall sell the materials of the dwelling or structure, and any personal property, fixtures, or appurtenances found in or attached to the dwelling or structure, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

(g) *Other remedies.* Nothing in this section shall be construed to impair or limit in anyway the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

(h) *Civil action.* If any occupant fails to comply with an order to vacate a dwelling, the public officer may file a civil action in the name of the county to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. If the summons appears to have been duly served and if at the hearing the public officer produces a certified copy of an ordinance adopted by the board of commissioners pursuant to subsection 4-83(c) authorizing the officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgment may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least 30 days before the filing of the summary ejectment proceeding that the board of commissioners has ordered the public officer to proceed to exercise his duties under subsections 4-83(c), (d), or (e) to vacate and close or remove and demolish the dwelling.

(i) *Additional notices to affordable housing organizations.* Whenever a determination is made pursuant to subsection 4-83(c) that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this section, notice of the order shall be

given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of 45 days from the mailing of such notice shall be given before removal or demolition by action of the public officer, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The public officer or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the public officer to wait 45 days before causing removal or demolition.

(j) Service of complaints and orders.

- (1) Complaints or orders issued by a public officer shall be served upon persons either personally or by certified mail. When service is made by certified mail, a copy of the complaint or order shall also be sent by regular mail. Service shall be deemed sufficient if the certified mail is unclaimed or refused but the regular mail is not returned by the post office within 10 days after the mailing. A notice of the pending proceedings shall also be posted in a conspicuous place on the premises affected.
- (2) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the public officer in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by certified mail and the regular mail was returned within 10 days, and the public officer makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the jurisdiction at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall also be posted in a conspicuous place on the premises thereby affected.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-84. Right of appeal to the Board of Adjustment and Superior Court.

(Ord. of 6-15-98; Ord. of 6-21-21)

(a) An appeal from any decision or order of the public officer is a quasi-judicial matter and may be taken by any person aggrieved thereby or by any officer, board, or commission of the county. Any appeal from the public officer shall be taken within 10 days from the rendering of the decision or service of the order by filing with the public officer and with the Board of Adjustment a notice of appeal that shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the public officer shall forthwith

transmit to the Board of Adjustment all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the public officer refusing to allow the person aggrieved thereby to do any act, the decision remains in force until modified or reversed. When any appeal is from a decision of the public officer requiring the person aggrieved to do any act, the appeal has the effect of suspending the requirement until the hearing by the Board of Adjustment, unless the public officer certifies to the Board of Adjustment, after the notice of appeal is filed with the officer, that because of facts stated in the certificate, a copy of which shall be furnished to the appellant, a suspension of the requirement would cause imminent peril to life or property. In that case the requirement is not suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the public officer, by the Board of Adjustment, or by a court of record upon petition made pursuant to subsection 4-84(d).

(b) The Board of Adjustment shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and, to that end, it has all the powers of the public officer, but the concurring vote of four members of the board is necessary to reverse or modify any decision or order of the public officer. The board also has power in passing upon appeals, when unnecessary hardships would result from carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance is observed, public safety and welfare secured, and substantial justice done.

(c) Every decision of the Board of Adjustment is subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board of Adjustment, but not otherwise.

(d) Any person aggrieved by an order issued by the public officer or a decision rendered by the Board of Adjustment may petition the superior court for an injunction restraining the public officer from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the public officer pending a final disposition of the cause. The petition shall be filed within 30 days after issuance of the order or rendering of the decision. Hearings shall be had by the court on a petition within 20 days and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It is not necessary to file bond in any amount before obtaining a temporary injunction under this subsection.

(e) If any dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of this article or of any ordinance adopted under authority of this article

or any valid order or decision of the public officer or Board of Adjustment made pursuant to any ordinance adopted under authority of this article, the public officer or Board of Adjustment may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, or use; to restrain, correct, or abate the violation; to prevent the occupancy of the dwelling; or to prevent any illegal act, conduct, or use in or about the premises of the dwelling.

Sec. 4-85. Violations, penalties, and enforcement remedies.

(a) Violations.

- (1) Every dwelling as defined herein which does not comply with all the requirements of Division 2 of this article shall be deemed substandard and in violation of this article. Every abandoned structure which creates a health or safety hazard shall be in violation of this article.
- (2) Unless otherwise provided in this article, all requirements relating to housing and the maintenance of abandoned structures shall be the responsibility of the owner.
- (3) No person shall occupy as owner-occupant or let to another or others for occupancy or use or cause or allow to be used as a human habitation, any dwelling or building which exhibits any of the conditions described in subsection 4-86(b) and has been ordered vacated in accordance with subsection 4-83(c). The removal, defacing, moving, mutilating, or covering of the placard by any person is prohibited and shall constitute a separate offense.
- (4) The public officer shall determine that a residential building is unfit for human habitation if he finds that any of the conditions contained in subsection 4-86(b) exist in such building.
- (5) Each day that any such condition or failure, neglect, refusal, or occupancy continues shall constitute a separate and distinct offense.

(b) Criminal penalty.

- (1) With the exception of occupation of a posted dwelling or abandoned structure in violation of subsection 4-83(c), no other violations of this article are crimes.
- (2) The public officer may seek, from an appropriate official of the general court of justice, an arrest warrant or other process initiating criminal charges against any person who violates subsection 4-83(c) of this article.

(c) *Civil penalties.* Violation of this article may subject the owner or party in interest to a penalty of \$250.00 per day for each day and every day the violation exists. The penalty shall be payable to Cumberland County and shall be paid at the Office of the Cumberland County Planning and Inspections Department. Failure of the owner or party in interest to pay the penalty within 12 days shall result in the county initiating collection of the debt through a civil action and through the North Carolina Setoff Debt Collection Act.

(d) *Equitable remedies.*

- (1) This article may be enforced by an appropriate equitable remedy issued from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate and it shall not be a defense to the application of the county that there is an adequate remedy at law.
- (2) When a violation of this article occurs, the county may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. In addition to an injunction, the court may enter an order of abatement as part of the judgment in the case. An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; that fixtures, furniture or other movable property be removed from buildings on the property, that grass and weeds be cut, that improvements or repairs be made; or that other action be taken that is necessary to bring the property into compliance with the article. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt and the county may execute the order of abatement. The county shall have a lien on the property for the cost of executing an order of abatement. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the judge before whom the matter is heard and shall be continued on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(e) *Other remedies.*

- (1) The criminal penalties and equitable remedies provided in this section are cumulative and not exclusive and may be independently pursued against the same person for the activity constituting a violation of this section. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary

proceedings or otherwise. The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies in other ordinances or laws.

- (2) This article may be enforced by the public officer submitting to the board of county commissioners an ordinance ordering a substandard or unfit, dwelling or abandoned structure to be repaired, altered, improved, vacated, closed, removed or demolished, and pending removal or alteration, by placing a placard on such dwelling, , or abandoned structure as provided by section 4-83 of this article. The amount of the cost of any repairs, alterations, improvement, vacating, closing, removal, or demolishing caused to be done by the public officer shall be a lien against the real property upon which such cost was incurred in accordance with subsection 4-83(f). The ordinance may provide for the imposition of a civil penalty for each day's continuing violation of any provision of the ordinance for compliance. The amount of the penalty shall be determined by the board of county commissioners in each ordinance based upon the facts and circumstances of each case. The amount of the penalty for each day's violation shall not exceed \$250.00.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-86. Emergency enforcement procedures.

(a) *Generally.* The existence of unfit conditions of habitation which pose an imminent threat of bodily harm to occupants of a dwelling, a dwelling unit, or an abandoned structure, or any person upon the premises or adjacent property or neighborhood are declared unlawful conditions existing upon, or use made of, land and constitute a public nuisance. In order to protect the public welfare, expedited procedures are necessary to immediately remedy these unlawful conditions.

(b) *Unfit conditions.* Unfit conditions of habitation or occupation which pose an imminent threat of serious bodily harm include, but are not limited to:

- (1) Unsafe drinking water.
- (2) Lack of a sanitary and legal means to dispose of human sewage.
- (3) Unsafe electrical installation in violation of the state building code.
- (4) Hazardous cooking or heating equipment.
- (5) Unsafe fuel storage tanks and/or supply lines.

(6) Substantial rodent or vermin infestation.

(7) Serious structural deterioration creating a likelihood of collapse.

(c) *Violation.* It shall be a violation of this article for an owner or party of interest to knowingly permit, allow or condone the existence of unfit conditions of habitation or occupation upon the premises of any dwelling or abandoned structure which pose an imminent threat of serious bodily harm of occupants of the dwelling, or abandoned structure, or any person upon the premises of adjacent property or neighborhood. Failure of the owner to correct the unfit condition of habitation or occupation which poses an imminent threat of serious bodily injury within the time prescribed by the public officer shall be prima facie proof of the initial violation. Each day's existence of the condition, subsequent to the date of correction specified by the public officer, shall be an additional separate and distinct violation.

(d) *Procedure.*

(1) The public officer, upon receipt of a complaint or upon his own initiative, shall investigate the alleged unlawful condition. The public officer shall determine if the condition creates an imminent threat of bodily harm to occupants or persons upon the premises. Such determination constitutes a violation of this article.

(2) Upon such determination, the public officer shall:

- a. Placard the main entrance of any structure. The placard shall provide notice that the structure has been condemned and is deemed unsafe for human occupancy.
- b. Notify the owner or party of interest of the public officer's determination that the dwelling or abandoned structure is unfit for human habitation and poses an imminent threat of bodily harm to occupants or persons upon the premises, and that such condition is a violation of this article.

(3) The notice shall be in writing and served in accordance with section 4-83 and shall state:

- a. The particular condition found to pose a serious threat of bodily injury and that the condition is both a violation of this article.
- b. The specific correction to be made.
- c. The date of the initial violation as the date of receipt of the notice.

- d. The date not later than which the correction is to be made.
- e. The failure to correct the condition within the time prescribed in the notice is prima facie proof of the initial violation.
- f. That each day's willful failure to correct the condition subsequent to the date prescribed in the notice for correction is a separate and distinct violation of this article.

(4) The public officer shall prescribe a reasonable time for the correction of the condition found to pose a serious threat of bodily harm; however, that period shall not be less than 72 hours.

(5) A copy of section 4-86 shall accompany the notice.

(e) *Enforcement.*

(1) Violation of this section subjects the owner or party in interest to a civil penalty of \$250.00 per day, subsequent to the date of receipt of the notice of violation, for each day and every day the condition remains uncorrected. The penalty shall be payable to Cumberland County and shall be paid at the Cumberland County Planning & Inspections Department. Failure of the owner or party in interest to pay the penalty within 12 days after receipt of the notice shall result in the county initiating collection of the debt through a civil action and the North Carolina Setoff Debt Collection Act.

(2) The civil penalties and equitable remedies provided in section 4-85 are applicable to this section in addition to the civil penalty above. These means of enforcement are cumulative, and not exclusive, and may be independently pursued against the same person for the activity constituting a violation of this section.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-87. Territorial Jurisdiction.

(a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland, North Carolina, and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to former N.C.G.S. § 160A-441, N.C.G.S. § 160D-202, or any other statutory authority requesting this ordinance or code to be applicable within the municipality's jurisdiction and for which the county's governing board adopts a resolution accepting the municipality's jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the requesting and accepting resolutions in the Ordinance Book with this ordinance.
(Ord. of 12-18-23)



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 8/5/2024

SUBJECT: CASE # ZON-24-0026

BACKGROUND

ZON-24-0026: Rezoning from R6A Residential District and C3 Heavy Commercial District to C2(P)/CZ Planned Service and Retail Conditional Zoning District or to a more restrictive zoning district for 1.54 +/- acres; located at the northeast corner of Cumberland Road and Carbine Street, submitted by Greg Stewart (Agent) on behalf of Side Bet Ventures LLC (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District at their July 16, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-24-0026, Planning and Inspections staff recommends approval of the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0026, I move to approve the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District and find the request consistent with the Southwest Cumberland Land Use Plan which calls for “Heavy Commercial” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0026, I move to deny the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District and find that the request is not consistent with the Southwest Cumberland Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

ZON-24-0026

Type

Backup Material



Cumberland County Joint Planning Board

JULY 19, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-24-0026:** Rezoning from R6A Residential District and C3 Heavy Commercial District to C2(P)/CZ Planned Service and Retail Conditional Zoning District or to a more restrictive zoning district for 1.54 +/- acres; located at the northeast corner of Cumberland Road and Carbine Street, submitted by Greg Stewart (Agent) on behalf of Side Bet Ventures LLC (Owner).

ACTION: Recommended approval of the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District at their July 16, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JULY 16, 2024

In Case ZON-24-0026, Planning and Inspections staff recommends approval of the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-24-0026, Mr. Mobley made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District. The Board finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

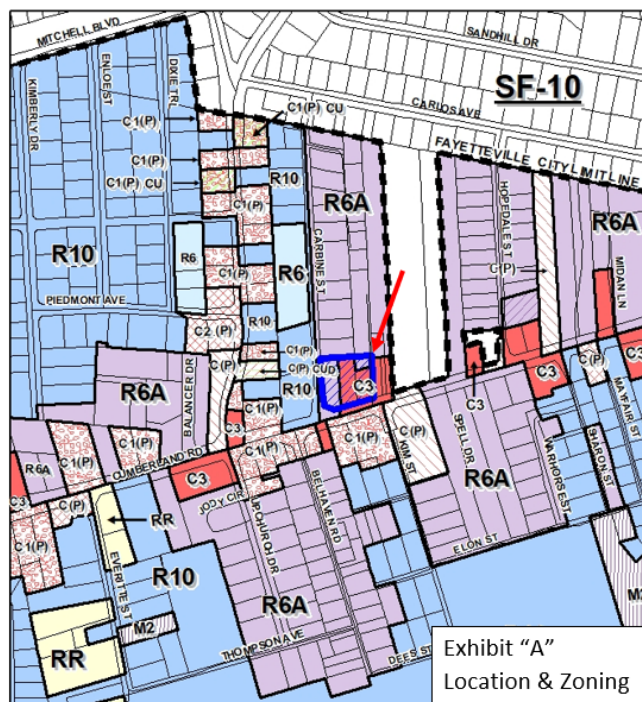


Location: Northeast Corner of Cumberland
Rd. and Carbine St.
Jurisdiction: County-Unincorporated

Rezoning R6A and C3 to C2(P)/CZ

PROPERTY INFORMATION

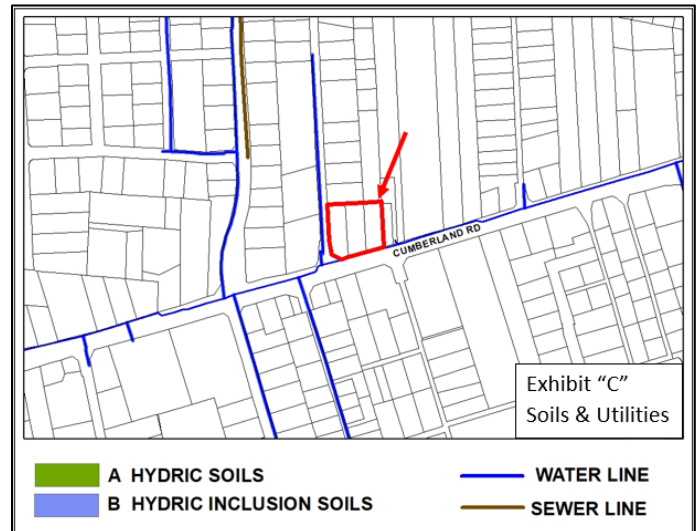
EXISTING LAND USE: The subject parcel is currently occupied by vacant residential structures. Exhibit "B" shows the existing use of the subject property.



SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Manufactured home park, single family homes, and commercial.
- **East:** Manufactured home park, single family homes, and commercial.
- **West:** Single family homes and commercial.
- **South:** Single family homes and commercial.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates that hydric and hydric inclusion soils are not located at the subject properties.



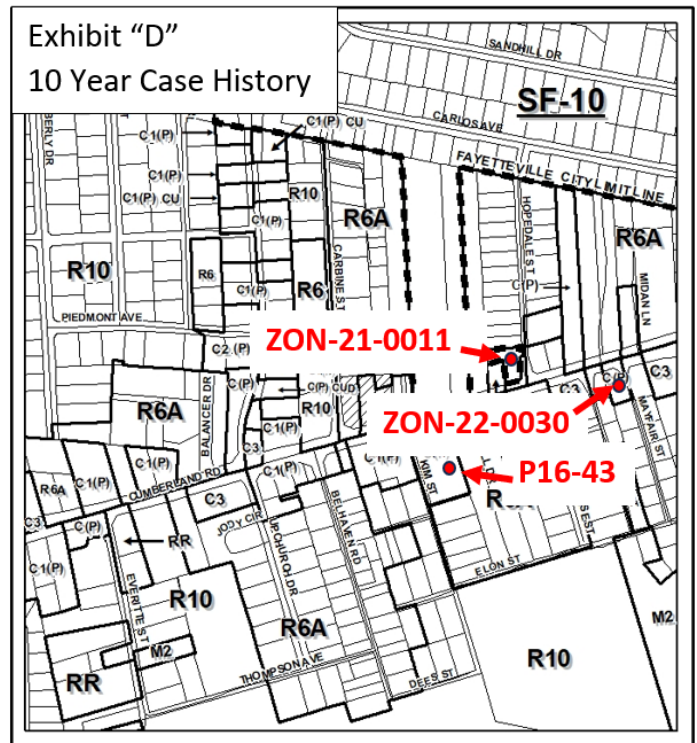
TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes that there has been no rezoning case history within the most recent 10-year period.

- **P16-43:** R6A & C1(P) to C(P); approved
- **ZON-21-0011:** R6A to C(P); approved
- **ZON-22-0030:** R6A to C(P); approved to C2(P)

DEVELOPMENT REVIEW:

A site plan review and approval, including a landscape plan, will be required via the Current Planning Division prior to commencement of any site construction activity.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R6A (Existing)	C3 (Existing)	C2(P)/CZ (Proposed)
Front Yard Setback	25 feet	50 feet	50 feet
Side Yard Setback	10 feet	30 feet	30 feet
Rear Yard Setback	15 feet	30 feet	30 feet
Lot Area	6,000 feet	N/A	N/A
Lot Width	60'	N/A	N/A

DEVELOPMENT POTENTIAL:

Existing Zoning (R6A and C3)	Proposed Zoning (C2(P)/CZ)
6 dwelling units	10,600 sq. ft. commercial retail

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS:

This property is located in the Southwest Cumberland Land Use Plan (2013). The future land use classification of the properties is split between "Heavy Commercial" and "Medium Density Residential".

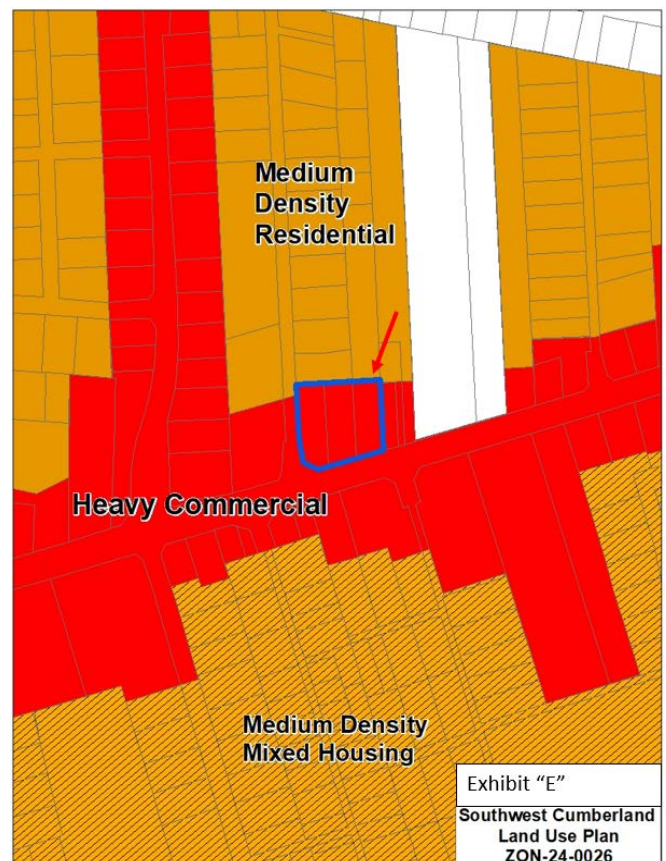
Associated zoning districts for Heavy Commercial are C(P), C2(P), and C1(P). Associated zoning districts for Medium Density Residential are R6 & R5A. It is understood that a lot recombination will occur at the final site plan and the entire site will be in the Heavy Commercial section of the plan area.

The proposed rezoning request is consistent with the adopted future land use plan.

FUTURE LAND USE CLASSIFICATION Development

Goal:

- Page 136 Southwest Cumberland Land Use Plan -- Create an atmosphere that supports existing and future commercial activities while complimenting the existing residential area; encourages and fosters economic development that is harmonious with the character of the area; respects environmentally sensitive areas; is well-designed and attractive; located in areas with sufficient infrastructure to support the type of commercial activities; and provides a range of commercial locations that accommodate market demands that meet the needs of area residents.
- Page 136 Provide a minimum 20 foot-wide natural buffer during and after construction between commercial and residential uses.
- Page 139 Require the planting of street trees along all roads
- Page 136 Concentrate regional and community oriented commercial development in nodes at major intersections.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water lines are available near the subject property, but sewer lines are not. The available utilities are shown on Exhibit "C".

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property on Cumberland Rd. and Carbine St. should not have enough traffic generated from the new development to significantly impact the roads.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Cumberland Road Elementary	461	334
Douglas Byrd Middle School	1094	1033
Douglas Byrd High School	1466	1242

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has no objections for the proposed development.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no comments regarding the proposal.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: The property is located in the Cumberland Road Business Street Plan Area. Recommendations from this study that support a C2(P)/CZ zoning include: 1) strongly encourage redevelopment with the use of conditional rezonings; 2) encourage recombination of lots under the same ownership; 3) limit curb cuts; and 4) discourage the use of heavy commercial zoning in the Cumberland Road area.

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: The proposed conditions of approval and conditional zoning site plan are attached to this report, which is found in Exhibit "F".

STAFF RECOMMENDATION

In Case ZON-24-0026, Planning and Inspections staff **recommends approval** of the rezoning request from R6A Residential and C3 Heavy Commercial Districts to C2(P)/CZ Planned Service and Retail Conditional Zoning District. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Conditions of Approval and Site Plan
Notification Mailing List
Application

Exhibit "F" Conditions of Approval

General Address: Corner of Cumberland Rd and Carbine St	Acres: 1.54 +/-
REID: 0416908493000, 0416909485000, and a portion of 0426000760000	Approval Date: TBD
Effective Date: TBD	Issued to: Greg Stewart

C2(P) Planned Service and Retail/ CZ Conditional Zoning District Case ZON-24-0026 Ordinance Related Conditions for Retailing or Servicing Use of Property

Applicability: Applicant requests a rezoning from R6A Residential District and C3 Heavy Commercial District to C2(P)/CZ Planned Service and Retail Conditional Zoning District for 1.54 +/- acres; located on the corner of Cumberland Rd and Carbine St; submitted by Greg Stewart (applicant) on behalf of Side Bet Ventures LLC (owner).

A. Permitted and Prohibited Uses.

Use and development of the commercial retail building shall occur consistent with the Conditional Zoning Site Plan appearing in Exhibit "A" of the Conditions of Approval, the Conditions set forth herein, and the County Zoning and Subdivision Ordinances. Where any conflicts occur between the Conditions of Approval herein, including the Conditional Zoning Site Plan, with the County Zoning and Subdivision Ordinances, the Conditions of Approval and Site Plan shall supersede.

Outdoor storage and display are not allowed.

B. Development Standards.

1. The owner/developer(s) of these lots must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any should be within this development from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street. For additional information, the developer should contact a Code Enforcement Officer. In addition, applicant is responsible to obtain all other federal, state, and local permits required for quarry operations.

Note: This conditional zoning approval is not approval of the permitting of any structures or site construction activity for this site.

2. The developer must keep an updated copy of all applicable state permits and associated conditions on record with the County Planning & Inspections Department.
3. The lot shall be adequate to provide the yard space, landscaping and parking spaces required for the C2(P) Planned Service and Retail District, unless otherwise regulated herein.
4. A recombination plat must be submitted to Current Planning for the parcels located at REID: 0416908493000, 0416909485000, and the portion of 0426000760000 included in the legal description and recorded before any final site plan or construction activity occurs.
5. This conditional zoning approval is not approval of any freestanding signs. If a freestanding sign is desired as stated in the written application, a site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance

and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is not approval of the size, shape, or location of any signs.)

6. The owner/developer is responsible and liable for maintenance and upkeep of this site, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers/berms and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing.
7. Noise levels shall not exceed 60 dB(A) between the hours of 10:00 pm and 8:00 am. In any event, the noise level, regardless of the time of day, shall not become a nuisance to neighboring properties and strict compliance with the County's Noise Ordinance is required.

C. Infrastructure and Utilities:

1. An outdoor lighting plan shall be submitted with the site plan application. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance:

The following standards are applicable to all properties:

- i. All lights shall be shielded in such a way as to direct all light toward the Earth's surface and away from reflective surfaces;
 - ii. Light fixtures or lamps shall be shielded/shaded in such a manner as to direct incident rays away from all adjacent property and any light on a pole, stand, or mounted on a building must have a shield, and adjustable reflector and non-protruding diffuser;
 - iii. Any facilities, which may require floodlighting, may not arrange the light in such a way that it will shine toward roadways, on adjacent residential property or residentially zoned property or into the night sky;
 - iv. Any interior lighted signs may not be lit at night when any face of the sign is removed or damaged in such a way that the light may distract pedestrians or drivers or become a nuisance to homeowners;
 - v. Any light fixture must be placed in such a manner that no light-emitting surface is visible from any residential area or public/private roadway, walkway, trail or other public way when viewed at the ground level.
2. For new development, all utilities, except for 25k or greater electrical lines, must be located underground.

D. Fire Marshal and Fire Inspections:

Developer must ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code. Developer is required to provide advanced coordination and contact with the County Fire Marshal Office prior to final site plan submittal as well as during site construction. Submit plans for any permits required in Section 105 of the 2018 Fire Code. All fire department access requirements shall be met in accordance with Section 503 of the 2018 NC Fire Code and demonstrated at the time of final site plan and permit applications, as applicable. Construction plans may be required for review by the Fire Marshal, and the developer is responsible for contacting prior to any development activity, including clearing and grading.

E. Stormwater and Drainage:

1. For any new development where the developer disturbs or intends to disturb more than one acre of land, the developer must provide the Code Enforcement Section with an approved NC Department of Environmental Quality (NCDEQ) sedimentation and erosion control

plan(S&E). If any retention/detention bases are required for state approval of this plan, a formal revision application must be filed with Current Planning for review and approval.

2. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post- Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Division of Water Quality, North Carolina Department of Environmental Quality. If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy.
3. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean of free and debris (Section 2306, D., County Subdivision Ordinance).
4. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must demonstrate on the revised plan the placement of a four-foot-high fence with a lockable gate for the security of the stormwater utility structure. The owner/developer is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation.

F. Landscaping:

The final site plan shall include a detailed landscaping plan addressing the regulatory requirements set forth in section 1102 of the County Zoning Code, including landscaping and tree plantings within the streetscape, yard space, and parking areas.

G. Roads/Access/Parking:

1. The developer must obtain a driveway permit from the NC Department of Transportation (NCDOT). A copy of the approved driveway permit must be provided to Code Enforcement at the time of application for building/zoning permits.
2. All NCDOT permits must be obtained and submitted to the Code Enforcement Division prior to any issuance of a building permit or commencement of any development activity or change in property usage. Per NCDOT comments for this rezoning, failure to secure required permits prior to construction or change in property usage may result in the removal of the driveway or street connections at the property owner's expense.
3. Turn lanes may be required by the NC Department of Transportation (NCDOT) during review of the driveway permit or construction plans. Any NCDOT required improvements shall be completed prior to issuance of a certificate of occupancy unless otherwise indicated by NCDOT.
4. Access ways or drives within the premises shall be maintained in a dust-free condition through surfacing or such other treatment as may be necessary.
5. Per Section 1202.A, the required number of parking spaces are one space per 200 square feet of net floor area. With 8,500 square feet of sales area, this would require 43 spaces. Due to the applicant not wanting to negatively impact the abutting day care at 3460 Cumberland Rd and previous retail stores providing consistent data on the amount of parking spaces utilized by customers and staff for the same building design and square footage, the required minimum parking spaces shall be reduced to 36 spaces.
6. Prior to approval of a site plan or plat approval, the developer must demonstrate that any access easements creating Caramel Drive on the C2/CZ site are vacated, and that all mobile

homes located on the northern portion of the property identified as REID: 0426000760000 zoned R6A will have legal access to Cumberland Road through Ladyslipper Drive or access to Carbine Street. The mobile home park lots owned by Side Bet Ventures LLC (i.e., parcels numbered 0426011135000, 0426001559000, and the northern portion of parcel 0426000760000 zoned R6A) shall also be re-combined through a plat and therein provide necessary parking and across access easements for parcel 0426001448000 (currently, a child day care).

H. Development Review Process:

1. A final site plan, to include a detailed lighting plan and landscaping plan, shall be provided to Planning staff with a written transmittal with a brief narrative of the plans provided.
2. In the event the requirements or conditions from a State or Federal Agency or utility provider creates an inconsistency with the conditional zoning site plan in any manner, a revised conditional site plan must be submitted to the Current Planning Division for review. Any change determined by the County to represent a substantial change to the conditional zoning site plan, Board of County Commission approval may be required, as shall be determined by the Planning Director.
3. Developer must coordinate with the Current Planning Division prior to making any changes to the conditional zoning site plan. Any changes to the conditional zoning site plan must be reviewed by the Current Planning Division to determine if any change is considered an insubstantial or substantial modification.

I. Other Conditions:

1. This conditional zoning approval is not to be construed as all-encompassing of the applicable rules, regulations, etc., which must be complied with for any development. Other regulations, such as building, environmental health, and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
2. Any substantial modification made to this approved conditional zoning site plan or conditions of approval, other than those set forth in the above conditions, must be approved by the Board of Commissioners as set forth by Section 506 of the Zoning Ordinance.
3. No clearing or grading shall occur until authorized by the Code Enforcement Manager.
4. Pursuant to Section 507, County Zoning Ordinance, two years after the date of the Board of County Commissions approves the Conditional Zoning, the Planning Board may examine progress made to determine if active efforts are proceeding. If the Planning Board determines that active efforts to develop are not proceeding, it may institute proceedings to rezone the property to its previous zoning classification.
5. All applications and plan submittals shall be submitted via the County online permitting self-service portal at the following website address:
https://selfservice.co.cumberland.nc.us/EnerGod_Prod/SelfService#/home

J. Time Limitation

At the end of two years from the date of approval of this Conditional Zoning by the Board of County Commissioners, the Planning Board may examine progress made to determine if active efforts are proceeding. If the Planning Board determines that active efforts to develop are not proceeding, it may institute proceedings to rezone the property to its previous zoning classification.

Property Owner/Agent Acceptance of Conditions

(Print Name)

(Signature)

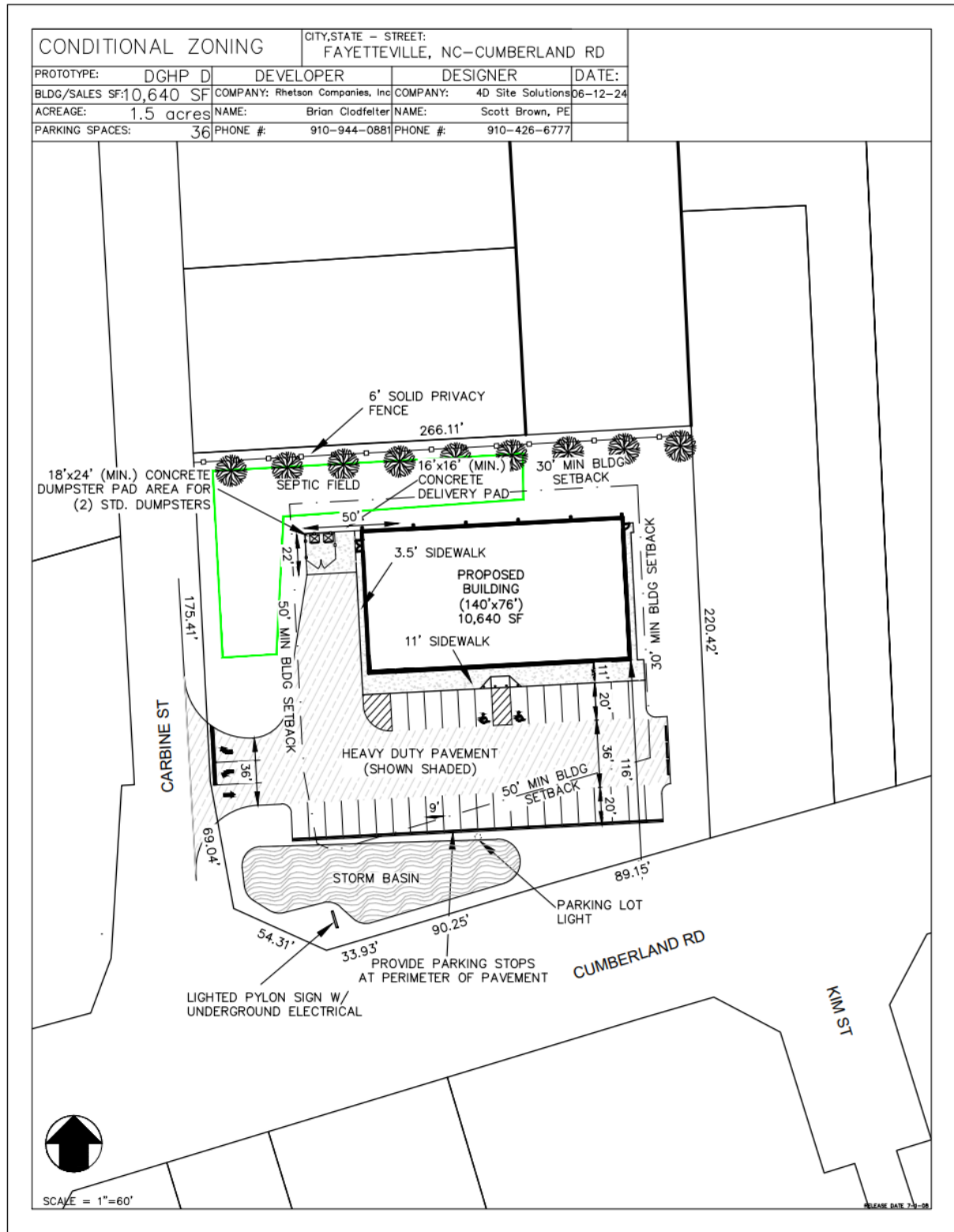
Date

Issued by:

David B. Moon, AICP

Date

Exhibit A Conditional Zoning Site Plan (ZON-24-0026)



ATTACHMENT: MAILING LIST

Mailing list for Zon-24-0026

owner_name	address	citystatezip
ASTROP, ROSLYN E	16276 EAGLE FLIGHT CIR	WOODBIDGE, VA 22191
BBA CUMBERLAND LLP	PO BOX 77182	CHARLOTTE, NC 28271
BE ALL YOU CAN BE REAL ESTATE, LLC	3613 BENTWINDS BLUFF LN	FUQUAY-VARINA, NC 27526
BETANCOURT, CARMEN GRAFF	818 MORISTON RD	FAYETTEVILLE, NC 28314
BOYS & GIRLS CLUBS OF CUMBERLAND CO INC	PO BOX 48155	CUMBERLAND, NC 28331
BOYS CLUB OF CUMBERLAND CO INC	PO BOX 48155	CUMBERLAND, NC 28331
BOYS CLUB OF CUMBERLAND CTY IN	0 P O BOX 53632 N/A	FAYETTEVILLE, NC 28305
CAMPBELL, WILLIAM	PO BOX 65564	FAYETTEVILLE, NC 28306
CASTRO, FIDEL MENDEZ	2651 BELHAVEN RD	FAYETTEVILLE, NC 28306
CHASTAIN, LOIS LIFE ESTATE	2632 BELHAVEN RD	FAYETTEVILLE, NC 28306
CITY OF FAYETTEVILLE	433 HAY ST	FAYETTEVILLE, NC 28301
COLLINS, QUENTIN A;COLLINS, KRISTY D	566 MILDEN RD	FAYETTEVILLE, NC 28314
CUMBERLAND COUNTY	PO BOX 449	FAYETTEVILLE, NC 28302
CUMBERLAND RD FIRE DEPT	3543 CUMBERLAND RD	FAYETTEVILLE, NC 28306
CUMBERLAND RD FIRE DEPT	3543 CUMBERLAND RD	FAYETTEVILLE, NC 28306
CUMBERLAND ROAD VOLUNTEER FIRE DEPARTM	3543 CUMBERLAND RD	FAYETTEVILLE, NC 28306
DANIELS RENTAL LLC	PO BOX 1481	FAYETTEVILLE, NC 28302
DANIELS RENTALS LLC	PO BOX 1481	FAYETTEVILLE, NC 28302
DAVIS, SANDRA	5325 BAYLEAF DR	FAYETTEVILLE, NC 28304
DAVIS, SANDRA	5325 BAYLEAF DR	FAYETTEVILLE, NC 28304
DAVIS, SANDRA	5325 BAYLEAF DR	FAYETTEVILLE, NC 28304
DEAN, BRIAN C	2721 WINTERBROOK CT	POWHATAN, VA 23139
DEAN, MICHAEL L;DEAN, LISA R	2621 BELHAVEN ROAD	FAYETTEVILLE, NC 28306
DELEMAR, COREY J;DELEMAR, DENISE M	6188 LAKEWAY DR	FAYETTEVILLE, NC 28306
DOUGLAS, TOMMIE L JR	51 OAKFIELD TER	CLAYTON, NC 27520
DOUGLAS, TOMMIE L JR	51 OAKFIELD TER	CLAYTON, NC 27520
DOUGLAS, TOMMIE L JR	51 OAKFIELD TER	CLAYTON, NC 27520
DUNCAN, KENNETH	2631 BELHAVEN ROAD	FAYETTEVILLE, NC 28306
ERICH, SKALLEY	334 WHIPPLE TREE LN	FAYETTEVILLE, NC 28301
FRANGAKIS, THOMAS;FRANGAKIS, MARINA	502 LENNOX DR	FAYETTEVILLE, NC 28303
GONZALEZ, MERCEDES	505 PINE HAVEN DR	FAYETTEVILLE, NC 28306
GONZALEZ, MERCEDES	505 PINE HAVEN DR	FAYETTEVILLE, NC 28306
GONZALEZ, MERCEDES	505 PINE HAVEN DR	FAYETTEVILLE, NC 28306
GONZALEZ, MERCEDES	505 PINE HAVEN DR	FAYETTEVILLE, NC 28306
HALL, GILBERT LON;HALL, JOYCE TUKIENDORF	8142 KING RD	FAYETTEVILLE, NC 28306
HALL, KYRI JO	3455 CUMBERLAND RD	FAYETTEVILLE, NC 28306
HIS PROMISE PROPERTY LLC	101 SETTLERS POINT BLVD	MARYVILLE, TN 37801
HORNE, ROBERT M;HORNE, JANICE	3421 CUMBERLAND RD	FAYETTEVILLE, NC 28306
ICENOGL, CHARLOTTE M	3221 BOONE TR	FAYETTEVILLE, NC 28306
JUNTILLA, NICHOLAS	2641 BELHAVEN RD	FAYETTEVILLE, NC 28306
KHAN, MAMOON	1972 GRACE POINT RD	MORRISVILLE, NC 27560
KIRKENDOLL, MARGIE	107 HOPEDALE ST	FAYETTEVILLE, NC 28306
KOUASSI, KODJO SAM	3163 LEGION RD	HOPE MILLS, NC 28348
MCCAULEY & MCDONALD INVESTMENT	PO BOX 361	FAYETTEVILLE, NC 28302
MC GEE, CRYSTAL;WILLIAMS, MATTHEW	2271 CARBINE STREET	FAYETTEVILLE, NC 28306
MCLEAN, FREDDIE	PO BOX 58375	FAYETTEVILLE, NC 28305

MOODY, CARRIE LYNN MCBRIDE TRUSTEE	670 HOLLOW BRIDGE RD	AUTRYVILLE, NC 28318
MORRISON, TONTO HEIRS	679 HOLLOW BRIDGE RD	AUTRYVILLE, NC 28318
OXENDINE, NEAL WADE;OXENDINE, CARLA BERI	3919 DONNA ST	FAYETTEVILLE, NC 28306
OXENDINE, NEAL WADE;OXENDINE, CARLA BERI	3919 DONNA ST	FAYETTEVILLE, NC 28306
RANDOLPH, HOWARD GLENN;TAYLOR, SHARON	602 GLENVILLE AVE	FAYETTEVILLE, NC 28303
RANDOLPH, HOWARD GLENN;TAYLOR, SHARON	602 GLENVILLE AVE	FAYETTEVILLE, NC 28303
RITTER, H E HEIRS	304 MONLANDIL DR	WILMINGTON, NC 28403
RIVERO, MANUEL ALEJANDRO VARGAS	111 HOPEDALE STREET	FAYETTEVILLE, NC 28306
RIVERO, MANUEL ALEJANDRO VARGAS;PEREZ, R	111 HOPEDALE ST	FAYETTEVILLE, NC 28306
RS ISLANDER INVESTORS LLC;OBRIEN, WARREN	2645 BELHAVEN ROAD	FAYETTEVILLE, NC 28306
SANCHEZ, LUIS A CIRIACO	3517 CUMBERLAND ROAD	FAYETTEVILLE, NC 28306
SAVAGE, RICKY M;SAVAGE, TARA	1404 BURFORD CT	FAYETTEVILLE, NC 28314
SAVAGE, RICKY M;SAVAGE, TARA C	1404 BURFORD CT	FAYETTEVILLE, NC 28314
SHAW, DANIEL E JR;SHAW, DORIS B	2821 BLOSSOM RD	HOPE MILLS, NC 28348
SHULER, ESTHER JOHNSON	2646 BELHAVEN RD	FAYETTEVILLE, NC 28306
SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
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SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
SIDE BET VENTURES LLC	PO BOX 77182	CHARLOTTE, NC 28271
SMITH, BARBARA COOPER	109 HOPEDALE ST	FAYETTEVILLE, NC 28306
STEEDLY, CAROLYN FAY LIFE ESTATE;STEEDLY, R	906 MIDDLE RD	FAYETTEVILLE, NC 28312
STEFFEN, CHARLES G;STEFFEN, MARION H	1915 GATEWOOD DR	FAYETTEVILLE, NC 28304
SUSHIK LLC	1305 MEADOW QUEEN LANE	APEX, NC 27502
TEJADA, IVAN	3411 CUMBERLAND ROAD	FAYETTEVILLE, NC 28306
TEW, SHEILA ANN RAYNOR	3129 BOLIVIA ST	FAYETTEVILLE, NC 28306
VALLE, YAIMA VELAZQUEZ	3819 BOONE TRAIL	FAYETTEVILLE, NC 28306
VARNER, DANIEL WAYNE	217 STELLA WAY	CAMERON, NC 28326
VELAZQUEZ, YUNIEL CONTRERAS;TOLENTINO, JL	3813 BOONE TRAIL	FAYETTEVILLE, NC 28306
WALSH, STEPHEN C	207 SUTTON ST	FAYETTEVILLE, NC 28305
WILLIAM, MICHEL	9731 BROCK AVE	DOWNEY, CA 90240
ZHANG, HAO TRUSTEE	2238 SKYVIEW DR	FAYETTEVILLE, NC 28304

ATTACHMENT: APPLICATION



County of Cumberland

Planning & Inspections Department

APPLICATION FOR CONDITIONAL ZONING DISTRICT REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

Upon receipt of this application (petition), the Planning and Inspections Staff will present to the Planning Board the application at a hearing. In accordance with state law and board's policy, a notice of the hearing will be mailed to the owners of the adjacent and surrounding properties, which may be affected by the proposed Conditional Zoning. In addition, a sign will be posted on the property.

The Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold the public hearing four weeks following the Planning Board meeting. The Conditional Zoning District is not effective until the request is heard and approval granted by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat,
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$ _____ (See attached Fee Schedule)

NOTE: Any revisions, inaccuracies or errors to the application or site plan may cause the case to be delayed and will be scheduled for the next available Board meeting according to the Board's meeting schedule. Also, the application fee is *nonrefundable*.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan. For questions call (910)678-7603 or (910) 678-7602. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Rhetson Companies, Inc.
 2. Address: 2075 Juniper Lake Rd, West End Zip Code 27376
 3. Telephone: (Home) 910 944 0881 (Work) _____
 4. Location of Property: 3492 Cumberland Rd; 3482 Cumberland Rd; 3472 Cumberland Rd
 5. Parcel Identification Number (PIN #) of subject property: 0416908493; 0416909485;
(also known as Tax ID Number or Property Tax ID) 0426000760
 6. Acreage: .51; .51; .52 Frontage: 88 ft; 90 ft; 89 ft Depth: 244 ft; 261 ft; 240 ft;
 7. Water Provider: Public Septage Provider: Private Septic
 8. Deed Book 13; 13; 11, Page(s) 47; 47; 15, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
 9. Existing use of property: R6A; C3; C3/R6A ^{residential} ~~commercial~~
 10. Proposed use(s) of the property: C2(P) Planned Service
and Retail District; Commercial Retail *JP 6/18/24*
- NOTE: Be specific and list all intended uses.**

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes _____ No ✓
12. Has a violation been issued on this property? Yes _____ No ✓
13. It is requested that the foregoing property be rezoned FROM: R6A; C3; C3/R6A
TO: (Select one)

- ✓ Conditional Zoning District, with an underlying zoning district of C2(P) *JP 6/18/24*
(Article V)
____ Mixed Use District/Conditional Zoning District (Article VI)
____ Planned Neighborhood District/Conditional Zoning District (Article VII)
____ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

Commercial Retail ; general household items

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

One commercial retail building approximately
11,000 sqft 1.55 acres to be rezoned 88

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

Front : 50 feet
Building Setbacks ↗ ↘ Side + Back : 30 feet

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

36 parking spaces 8513 sales area sq ft
43 to 36 spots 88

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

Proposed sign is 21 ft tall Pylon sign
approximately 97 sqft.

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

Landscaping and buffer requirements will adhere to UDO standards. Applicant agrees to add trees and fence (6" opaque) between residential

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

Landscaping and buffer requirements will adhere to UDO standards.

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

Hours of Operation: 8 am - 10 pm

Exterior Lighting: Dark Sky compliant to eliminate light pollution on adjacent parcels

Employees:

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Side Bet Ventures, LLC
NAME OF OWNER(S) (PRINT OR TYPE)

PO Box 77182, Charlotte, NC, 28271
ADDRESS OF OWNER(S)

abhauser@yahoo.com
E-MAIL

(980) 288-1115
HOME TELEPHONE

WORK TELEPHONE

Allen Hauser
SIGNATURE OF OWNER(S)

dotloop verified
06/12/24 10:16 AM EDT
XR2V-OZC1-GLPV-8GRM

SIGNATURE OF OWNER(S)

Rhetson Companies, Inc.
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

2075 Juniper Lake Road, West End, NC, 27376
ADDRESS OF AGENT, ATTORNEY, APPLICANT

(910) 944-0881
HOME TELEPHONE

WORK TELEPHONE

permits@rhetson.com
E-MAIL ADDRESS

FAX NUMBER

[Signature] Chief Operating Officer
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

From: Greg Stewart <greg@rhetson.com>
Sent: Tuesday, July 9, 2024 3:00 PM
To: Timothy Doersam <tdoersam@cumberlandcountync.gov>
Subject: Cumberland Road Conditional Rezoning: #Zon-24-0026

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Timothy,

Please extend my appreciation to Mr. Moon for taking the time today to discuss our rezoning case. Rhetson Companies, Inc agrees to all conditions proposed in our staff report for rezoning case #ZON-24-0026.

We will be prepared to answer any questions of the planning staff and planning board on July 16th. I will also be working on getting clarification about the recombination survey and access options for the mobile homes, as well as parking easement for the day care before the meeting. Once I acquire any information, I will pass along to the planning staff.

Greg Stewart
Project Manager
Rhetson Companies, Inc.
2075 Juniper Lake Road
West End, NC, 27376
910-729-0186 (cell)
910-944-0881 (work)
greg@rhetson.com

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ORDER DETAILS

Order Number:
LWLM0132120
External Order #:
10398287
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Total payment:
194.99
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Amanda Ozanich
130 Gillespie st ATTN: Amanda Ozanich
Fayetteville, NC 28301
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning and Inspections
Contract ID:

TRANSACTION REPORT

Date
July 18, 2024 2:31:00 PM EDT
Amount:
194.99

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM01321200

August 5, 2024
Fayetteville Observer
August 12, 2024
Fayetteville Observer

PREVIEW FOR AD NUMBER LWLM01321200

Public Notice

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 19, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0019: Rezoning from A1 Ag. Dis. to R20 Res. Dis. or to a more restrictive zoning dis., 8.92 +/- ac; 1312, 1314, and 1338 Sand Hill Rd; Mike Adams (Agent) on behalf of Bridgitte Keim, Jerod Hicks, Douglas Hicks, Ramona Raeford, & Angela Battle (Owners).

ZON-24-0024: Rezoning from A1 Ag. Dist. to A1A Ag. Dist. or to a more restrictive zoning dist. for 3.62 +/- ac; 2660 Gainey Rd, William and Teresa Trogon (Owners).

ZON-24-0026: Rezoning from R6A Res. Dist. & C3 Heavy Commercial Dist. to C2(P)/CZ Planned Service and Retail Cond. Zoning Dist. or to a more restrictive zoning dist.; 1.54 +/- ac; located at NE corner of Cumberland Rd and Carbine St; Greg Stewart (Agent); Side Bet Ventures LLC (Owner).

Publication Dates
L00000000



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 8/5/2024

SUBJECT: CASE # ZON-24-0019

BACKGROUND

ZON-24-0019: Rezoning from A1 Agricultural District to R20 Residential District or to a more restrictive zoning district for 8.92 +/- acres; located at 1312, 1314, and 1338 Sand Hill Road, submitted by Mike Adams (Agent) on behalf of Bridgitte Keim, Jerod Hicks, Douglas Hicks, Ramona Raeford, and Angela Battle (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R20 Residential District at their June 18, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-24-0019, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0019, I move to approve the rezoning request from A1 Agricultural District to R20 Residential District and find the request consistent with the South-Central Land Use Plan which calls for "Low

Density Residential” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0019, I move to deny the rezoning request from A1 Agricultural District to R20 Residential District and find that the request is not consistent with the South-Central Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

ZON-24-0019

Type

Backup Material



Cumberland County Joint Planning Board

JULY 19, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-24-0019:** Rezoning from A1 Agricultural District to R20 Residential District or to a more restrictive zoning district for 8.92 +/- acres; located at 1312, 1314, and 1338 Sand Hill Road, submitted by Mike Adams (Agent) on behalf of Bridgitte Keim, Jerod Hicks, Douglas Hicks, Ramona Raeford, and Angela Battle (Owners).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R20 Residential District at their June 18, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JUNE 18, 2024

In Case ZON-24-0019, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-24-0019, Mr. Baker made a motion, seconded by Mr. Crumpler to recommend approval of the rezoning request from A1 Agricultural District to R20 Residential District. The Board finds that the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. The Board voted 7-0 to recommend approval of the request, with Mr. Lloyd abstaining from the vote.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.



PLANNING STAFF REPORT
REZONING CASE # ZON-24-0019
Planning Board Meeting: June 18, 2024

Locations: 1312, 1314, 1338 Sand Hill Rd.
Jurisdiction: County-Unincorporated

REQUEST

Rezoning A1 to R20

Applicant requests a rezoning from A1 Agricultural District to R20 Residential District for approximately 8.92 +/- acres located on the parcels located at 1312 and 1314 Sand Hill Road and a portion of a parcel located at 1338 Sand Hill Rd., as shown in Exhibit "A". A survey provided in the attachments delineates the boundaries of the proposed zoning. The parcel addressed 1312 and 1314 Sand Hill Road, containing approximately 8.63 acres, has 2 existing dwelling units on-site, and the parcel addressed 1338 Sand Hill Road, containing approximately 0.29 acre, has one dwelling unit on site. The applicant intends to combine the lots and develop for single family residential homes.

PROPERTY INFORMATION

OWNER/APPLICANT: Bridgitte Keim, Douglas Hicks, Jerod Hicks, Ramona Raeford and The Thelma Revocable Living Trust (Owner/Applicant); MAPS Surveying, Mike Adams (Agent).

ADDRESS/LOCATION: Located at 1312, 1314, & 1338 Sand Hill Rd. Refer to Exhibit "A", Location and Zoning Map, and a survey provided in the attachment. REID number(s): 0433209749000 and a portion of 0433311157000.

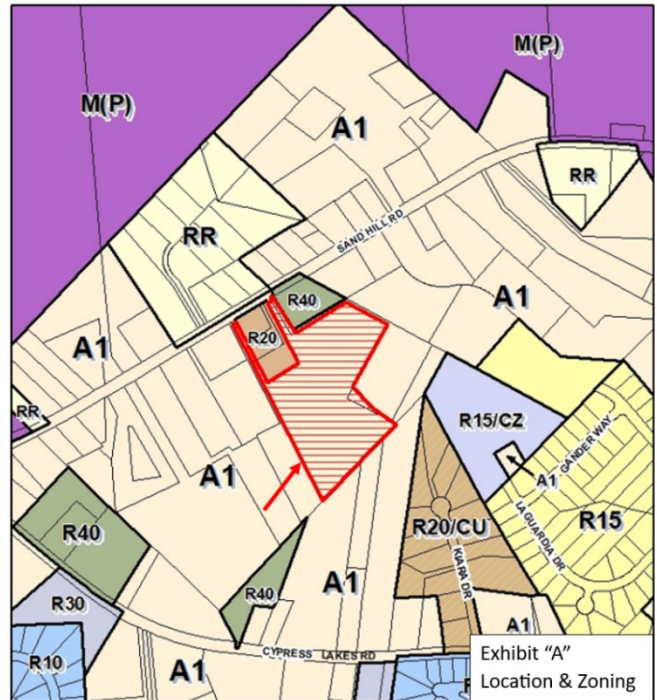
SIZE: Parcel 0433209749000 has approximately 8.63 a +/- acres and 21 feet of street frontage and is 1,025 feet +/- in length at its deepest point. The portion of parcel 0433311157000 that is requesting rezoning is approximately 0.29 AC +/-, has a total of 20 feet of street frontage. In total, 8.92 AC is requested to be rezoned.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. A1 Agricultural District is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

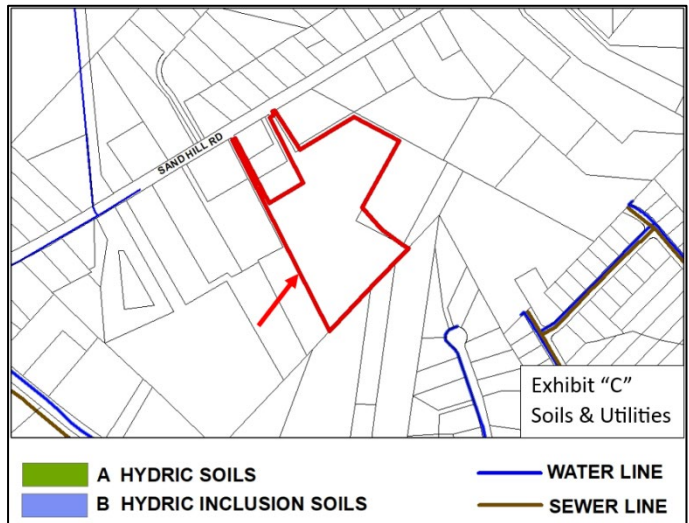
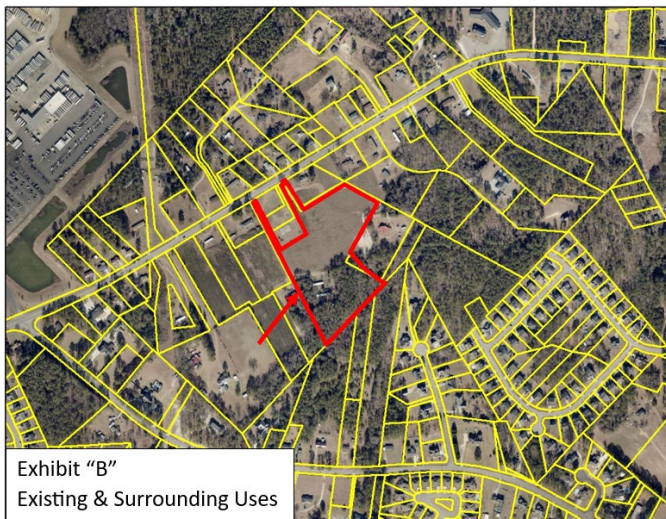
EXISTING LAND USE: The site currently holds three residential dwelling units on two parcels.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Residential Single-family homes
- **East:** Woodland and Single-family homes
- **West:** Farmland and Single-family homes
- **South:** Woodland and Single-family homes



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no hydric soils present on the property.

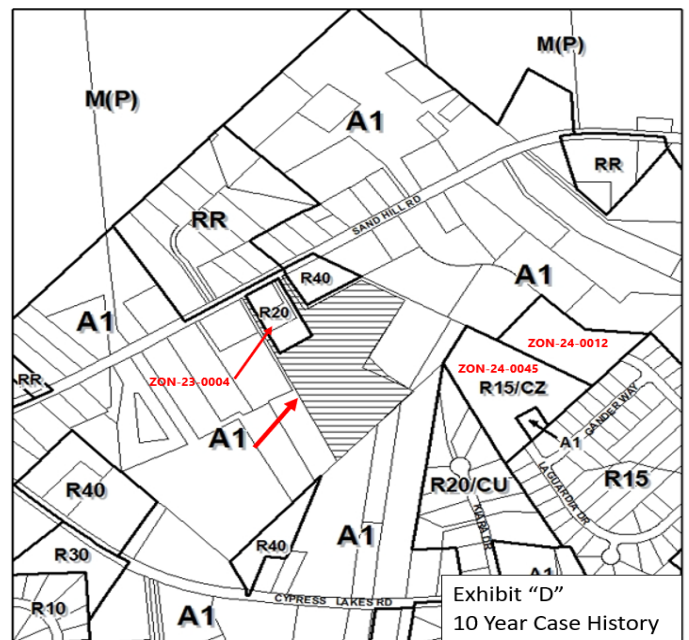


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- ZON-23-0004: A1 to R20, Approved
- ZON-22-0045: A1 to R15/CZ, Approved
- ZON-24-0012: A1 to R15, Approved

DEVELOPMENT REVIEW: Should the request be approved, the applicant will need to file a recombination plat with the County Register of Deeds. A preliminary plan will need to be submitted for review and approval of all future subdivisions of the lot to ensure conformance with the County Subdivision and Zoning Ordinances. The recombination plat must demonstrate legal access to the portion of The Thelma Revocable Living Trust that is not part of the rezoning (REID 0433311157000)



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R20 (Proposed Zoning)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 Acres	20,000 square feet
Lot Width	100'	100'

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Proposed Zoning (R20)
4 dwelling units	19 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

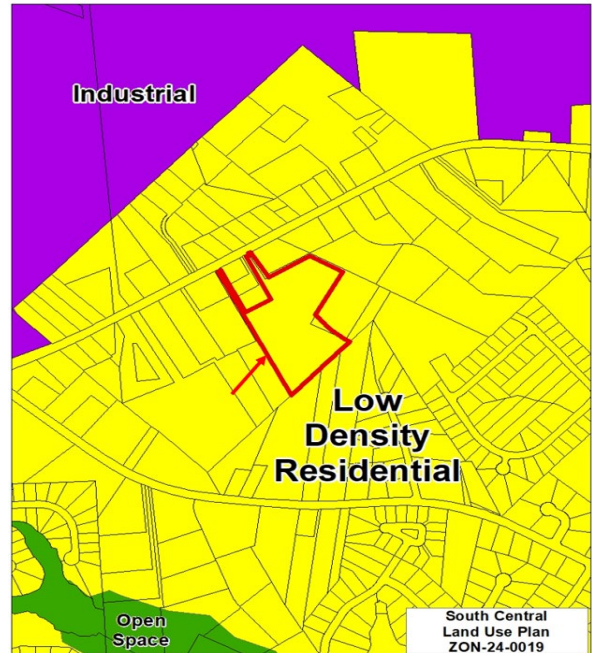
COMPREHENSIVE PLANS:

This property is located within the South-Central Land Use Plan (2015). The future land use classification of the property is "Low Density Residential". Associated zoning districts for this classification are R7.5 & R15.

The proposed rezoning request is consistent with the adopted land use plan.

Future Land Use Classification Development Goals:

- The intent of this classification (Low Density Residential) is to provide a complete range of residential housing types that accommodates the needs of all residents with adequate infrastructure while preserving the character of the area and protecting environmentally sensitive areas (South Central Land Use Plan Page 93).
- Promote infill development (South Central Land Use Plan Page 93).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: No water or sewer utilities are immediately available along the subject property as shown on Exhibit "C".

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Road Elementary	707	664
Gray's Creek Middle	1083	1107
Gray's Creek High	1517	1491

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no objection to the proposal.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objection to the proposal.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional rezoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-24-0019, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:

Rezoning Boundary Map


Notification Mailing List

Application

Email – Updated Rezoning Request

[illegible]

ATTACHMENT – MAILING LIST

 <p>PUMMILL, WILLIAM ELLIS 1950 CAMINO DE LA REINA UNIT 318 SAN DEIGO, CA 92108</p>	<p>HICKS, JOYCE A TRUSTEE 1345 CYPRESS LAKE RD HOPE MILLS, NC 28348</p>	<p>SHAW, LAMONT 1451 SAND HILL RD HOPE MILLS, NC 28348</p>
<p>GIBBS, JOHN L;GIBBS, CAROLINE A 4804 KIARA DR HOPE MILLS, NC 28348</p>	<p>BAPTIST UNION CHURCH PO BOX 250 HOPE MILLS, NC 28348</p>	<p>GROOMS, EDNA BERNICE 5817 SOMERTON PL HOPE MILLS, NC 28348</p>
<p>MCKOY, JOHN R;MCKOY, KATIE LEE 1341 SAND HILL RD HOPE MILLS, NC 28348</p>	<p>RAYE, TOWANDA J 1422 SAND HILL RD HOPE MILLS, NC 28348</p>	<p>HESTER, CHARLES OTIS 5804 SOMERTON PL HOPE MILLS, NC 28348</p>
<p>THOMPSON, KELVIN G;BENTLEY- THOMPSON, SABRINA 1309 CYPRESS LAKE RD HOPE MILLS, NC 28348</p>	<p>PREWITT, MERLE R 2126 CYPRESS LAKES RD HOPE MILLS, NC 28348</p>	<p>RAEFORD, RAMONA A 1356 SAND HILL RD HOPE MILLS, NC 28348</p>
<p>BROWN, CURTIS JEROME JR 816 CABALETTA DR HOPE MILLS, NC 28348</p>	<p>ADORJAN, JOHN M;ADORJAN, KIMBERLY 4809 KIARA DR HOPE MILLS, NC 28348</p>	<p>HINSON, WILLIAM AUBREY;HINSON, LAURA WILLEY 4812 KIARA DR HOPE MILLS, NC 28348</p>
<p>PURDIE, GEORGE W 1164 SAND HILL RD HOPE MILLS, NC 28348</p>	<p>MCALLISTER, SHIRLEY;MCALLISTER, ROGER D SR 1432 SAND HILL RD HOPE MILLS, NC 28348</p>	<p>BUXTON-CURRIE, MONICA;BUXTON- MALLOY, MELANIE 1361 SANDHILLS RD HOPE MILLS, NC 28348</p>
<p>ROBERTS, CHRISTOPHER G;ROBERTS, T 3102 N MAIN ST HOPE MILLS, NC 28348</p>	<p>ROBERTS RENTALS LLC 3001 THROER RD HOPE MILLS, NC 28348</p>	<p>RAYE, TOWANDA J 1422 SAND HILL RD HOPE MILLS, NC 28348</p>
<p>MELVIN, KENNETH EARL 1451 SAND HILL RD HOPE MILLS, NC 28348</p>	<p>HICKS, JOYCE A TRUSTEE 1345 CYPRESS LAKE RD HOPE MILLS, NC 28348</p>	<p>MCNAIR, MARGARET HEIRS;SMALLWOOD, CATHERINE HEIRS;DIXON, HELEN MADISON HEIRS;MURPHY, GEORGIA HEIRS;BUXTON, LARRY D HEIRS;BUXTON, JAMES A;COVINGTON, MARY WHITE;BUXTON, GLORIA;CARVER, GLENDA;CARVER, CYNTHIA;CARVER, LEE;CARVER, GLEN 2018 SAND HILL RDAD HOPE MILLS, NC 28348</p>
<p>RAYE, DONALD P;RAYE, TOWANDA 1422 SANDHILL RD HOPE MILLS, NC 28348</p>	<p>FREEMAN, LOUISE W 1401 SAND HILL RD HOPE MILLS, NC 28348</p>	<p>LATKOVICH, JEFFREY A 4800 KIARA DR HOPE MILLS, NC 28348</p>
<p>COVINGTON, MARY WHITE LIFE ESTATE 1361 SAND HILL ROAD HOPE MILLS, NC 28348</p>	<p>KEIM, BRIDGITTE E;HICKS, DOUGLAS;HICKS, JEROD A;RAEFORD, R 1384 CYPRESS LAKE RD HOPE MILLS, NC 28348</p>	<p>MCATEER, KIMBERLY;MCATEER, BOBBY 5801 SOMERTON PL HOPE MILLS, NC 28348</p>

GARDNER, LLOYD ANDREW;GARDNER,
PAULA S
1204 SAND HILL RD
HOPE MILLS, NC 28348

MCALLISTER, ROGER D;MCALLISTER,
SHIRLEY D
1432 SAND HILL RD
HOPE MILLS, NC 28348

LOCKLEAR, E J
5805 SOMERTON PL
HOPE MILLS, NC 28348

SMITH, TIANA MARIE;SMITH, JESSE
OLIVER JR.
1305 SANDHILL RD
HOPE MILLS, NC 28348

HICKS, JOYCE A TRUSTEE
1345 CYPRESS LAKE RD
HOPE MILLS, NC 28348

MARKETPLACE BUILDERS LLC
3102 N MAIN ST
HOPE MILLS, NC 28348

SMITH, CALVIN M;SMITH, AGNES B
4816 KIARA DRIVE
HOPE MILLS, NC 28348

WILSON, SONYA DRUSILLA
4817 KIARA DR
HOPE MILLS, NC 28348

MCALLISTER, ERIC LAMAR TRUSTEE
PO BOX 294
ST PAULS, NC 28348

LASANE, RONZA SURMURIEL
1300 SAND HILL RD
HOPE MILLS, NC 28348

MELVIN, KENNETH EARL
1451 SAND HILL RD
HOPE MILLS, NC 28348

LOCKLEAR, ELIJAH J
5805 SOMERTON PL
HOPE MILLS, NC 28348

CREATIVE BLOCKS FOR TOTS LEARNING C
1391 SAND HILL ROAD
HOPE MILLS, NC 28348

YOUNG, BRIAN K.;YOUNG, JENNIFER S.
1451 LAGUARDIA DRIVE
HOPE MILLS, NC 28348

HESTER, CHARLES OTIS
5804 SOMERTON PL
HOPE MILLS, NC 28348

HICKS, JOYCE A TRUSTEE
1345 CYPRESS LAKE RD
HOPE MILLS, NC 28348

MCALLISTER, ROGER;MCALLISTER, S
1432 SAND HILL RD
HOPE MILLS, NC 28348

BLEDSON, KIMBERLY F;ROSS, SABRINA
F;RUSSELL, SHANNON FOWLER;FOWLER,
6400 EMU DR
HOPE MILLS, NC 28348

GROSSO, THOMAS;GROSSO, THERESA
4808 KIARA DR
HOPE MILLS, NC 28348

BUCK, EDWARD WAYNE
1203 SAND HILL RD
HOPE MILLS, NC 28348

MCALLISTER, ROGER DENNIS JR
1401 LEANDER LN
HOPE MILLS, NC 28348

BUXTON-CURRIE, MONICA;BUXTON-
MALLOY, MELANIE
1361 SANDHILLS RD
HOPE MILLS, NC 28348

ENVISION BUILDERS LLC
2300 CLOUDSPIN CT
HOPE MILLS, NC 28348

LOCKLEAR, ELIJAH JUNIOR
5809 SOMERTON PL
HOPE MILLS, NC 28348

GLEATON, DANIEL WEBSTER;GLEATON,
MYRTLE VIRGINIA
230 WOODGLEN DR
FAYETTEVILLE, NC 28314

J.M.B.B., LLC
3508 TREE RING CT
FAYETTEVILLE, NC 28306

FAULKNER, FRED THOMAS
2608 DUMFRIES DR
FAYETTEVILLE, NC 28306

NOLAN, CHERYL ELAINE
MCIPHERSON;GLENDA, M SIMMONS
909 WICKER CT
FAYETTEVILLE, NC 28304

BERNARD, MATTHEW J
1210 MARTINDALE DR
FAYETTEVILLE, NC 28304

BERNARD, MATTHEW J
1210 MARTINDALE DR
FAYETTEVILLE, NC 28304

WILLIAM R HOMES LLC
8000 CORPORATE DRIVE STE 100
CHARLOTTE, NC 28226

GODWIN, JAMES EARL
TRUSTEE;GODWIN, JUDY SANSBURY
TRUSTEE
7626 KNOLLWOOD CIR
CHARLOTTE, NC 28213

THE THELMA REVOCABLE LIVING TRUST
3217 COACHMANS WAY
DURHAM, NC 27705

THE THELMA REVOCABLE LIVING TRUST
3217 COACHMANS WAY
DURHAM, NC 27705

THE THELMA REVOCABLE LIVING TRUST
3217 COACHMANS WAY
DURHAM, NC 27705

THE THELMA REVOCABLE LIVING TRUST
3217 COACHMANS WAY
DURHAM, NC 27705

STEVENS, DOTTIE M
451 ROBERTS RD
WILLOW SPRING, NC 27592

HAMPTON, APRIL, LEONARD
JR;LEONDRA, HAMPTON MCADOO
6815 SEATTLE FLEW PL
WHITSETT, NC 27377

SIMMONS, GLENDA
MCPHERSON;KRISTEN, BRIGGS
41 TAYLOR AVE 2E
POUGHKEEPSIE, NY 12301

LATKOVICH, JEFFREY A
74 SPOTSWOOD DR
SPOTSWOOD, NJ 08884

MATTHEWS, TERESA;MORRIS,
MONROE;MORRIS, RENEE
1451 REDWOOD DR
PISCATAWAY, NJ 08854

ATTACHMENT: APPLICATION

DocuSign Envelope ID: BC15D035-8E03-4369-B334-05372761A108



County of Cumberland
◆
Planning & Inspections Department

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$_____.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to R20 CZ
2. Address of Property to be Rezoned: 1312 SAND HILL RD
3. Location of Property: 0.36 MILES NORTHEAST ALONG SAND HILL RD
FROM INTERSECTION OF SAND HILL RD AND CYPRESS LAKES RD
4. Parcel Identification Number (PIN #) of subject property: 0433209749
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 8.92 Frontage: 60' Depth: 1022'
6. Water Provider: Well: X PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 2538, Page(s) 644, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: RESIDENTIAL
10. Proposed use(s) of the property: RESIDENTIAL - SINGLE FAMILY HOMES
11. Do you own any property adjacent to or across the street from this property?
Yes X No _____ If yes, where? EAST ADJOINER ON SAND HILL RD
12. Has a violation been issued on this property? Yes _____ No X

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

BRIDGETTE E. KEIM
NAME OF OWNER(S) (PRINT OR TYPE)

1384 CYPRESS LAKES RD HOPE MILLS NC 28348

HOME TELEPHONE # _____ WORK TELEPHONE # 910-818-8400

MAPS SURVEYING INC
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

216 MASON ST FAYETTEVILLE NC 28301
ADDRESS OF AGENT, ATTORNEY, APPLICANT

E-MAIL Maps @ MapsSurveying.com

HOME TELEPHONE # _____ WORK TELEPHONE # _____

DocuSigned by:
Bleim
4099EF0F383454
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

DOUGLAS HICKS
NAME OF OWNER(S) (PRINT OR TYPE)

1384 CYPRESS LAKES RD HOPE MILLS NC 28348
ADDRESS OF OWNER(S)

HOME TELEPHONE # _____ WORK TELEPHONE # _____

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

salguod08@yahoo.com
E-MAIL

HOME TELEPHONE # _____ WORK TELEPHONE # _____

DocuSigned by:
Douglas Hicks
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

JEROD A. HICKS
NAME OF OWNER(S) (PRINT OR TYPE)

1384 CYPRESS LAKES RD HOPE MILLS NC 28348
ADDRESS OF OWNER(S)

HOME TELEPHONE #

WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

jayvacarro813@gmail.com
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

DocuSigned by:


SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

RAMONA A. RAEFORD
NAME OF OWNER(S) (PRINT OR TYPE)

1384 CYPRESS LAKES RD HOPE MILLS NC 28348
ADDRESS OF OWNER(S)

HOME TELEPHONE #

WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

raefordranch59@gmail.com

E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

DocuSigned by:

Ramona Raeferd

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

ANGELA BATTLE (THE THELMA REVOCABLE LIVING TRUST)
NAME OF OWNER(S) (PRINT OR TYPE)

3217 COACHMAN'S WAY DURHAM NC 27705
ADDRESS OF OWNER(S)

HOME TELEPHONE # WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Angela.j.battle@gmail.com
E-MAIL

HOME TELEPHONE # WORK TELEPHONE #

DocuSigned by:
Angela Battle

SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Email – Updated Rezoning Request

From: Rawls Howard
Sent: Friday, June 7, 2024 4:29 PM
To: Richard Fagan
Subject: RE: Sand Hill Rezoning

Thanks Richard.

I can work with that.

In Public Service,

Rawls Howard, AICP, CFM, CZO

Director

Planning & Inspections Department

Cumberland County

 910.678.7618

www.cumberlandcountync.gov



From: Richard Fagan <rfagan@cumberlandcountync.gov>
Sent: Friday, June 7, 2024 3:50 PM
To: Rawls Howard <rhoward@cumberlandcountync.gov>
Subject: FW: Sand Hill Rezoning

Hi Rawls,

I spoke with Tim regarding the payment for CZ for ZON-24-0019 and per David we're going to wait to begin the process of the refund just in case the JPB decides to add conditions.

Also, I reached out to Mike and asked him to send me something regarding the updated requested and Tim forwarded me the below email. If it doesn't suffice, I can reach out to Mike again.

Thank you,

Richard Fagan

Planner I

Planning & Inspections Department

Cumberland County

 910.678.7611

www.cumberlandcountync.gov



How was your experience? Take our customer survey [here](#)

From: Timothy Doersam <tdoersam@cumberlandcountync.gov>
Sent: Friday, June 7, 2024 3:30 PM

To: Richard Fagan <rfagan@cumberlandcountync.gov>

Subject: FW: Sand Hill Rezoning

From: David Moon <dmoon@cumberlandcountync.gov>

Sent: Monday, June 3, 2024 1:16 PM

To: MAPS Surveying <maps@mapssurveying.com>

Cc: Timothy Doersam <tdoersam@cumberlandcountync.gov>

Subject: RE: Sand Hill Rezoning

Mike:

We will process the refund for the \$80.00 after the Joint Planning Board meeting in the rare event that the JPB requests a conditional zoning.

David B. Moon, AICP

Deputy Director

Department of Planning & Inspections

130 Gillespie Street

Fayetteville, NC 28301

Phone: (910) 678-7606

www.cumberlandcountync.gov



From: MAPS Surveying <maps@mapssurveying.com>

Sent: Thursday, May 23, 2024 8:21 AM

To: David Moon <dmoon@cumberlandcountync.gov>

Cc: Timothy Doersam <tdoersam@cumberlandcountync.gov>

Subject: Sand Hill Rezoing

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

David/Timothy,

Here is the straight rezoning form for the property on Sand Hill. Im hoping we can use the original signatures from the other form so we don't have to acquire them again. Ive left that sheet off.

If Im correct, it appears we should get an \$80 refund going this route.

Let me know if you need anything else.

David-I appreciate your time the other morning explaining this. The client was very happy to pursue this avenue and keep the waterline in his pocket if needed.

Thanks again

Mike

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM01321200

Order Number:
LWLM0132120
External Order #:
10398287
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Total payment:
194.99
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Amanda Ozanich
130 Gillespie st ATTN: Amanda Ozanich
Fayetteville, NC 28301
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning and Inspections
Contract ID:

TRANSACTION REPORT

Date
July 18, 2024 2:31:00 PM EDT
Amount:
194.99

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM01321200

August 5, 2024
Fayetteville Observer
August 12, 2024
Fayetteville Observer

Public Notice

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 19, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0019: Rezoning from A1 Ag. Dis. to R20 Res. Dis. or to a more restrictive zoning dis., 8.92 +/- ac; 1312, 1314, and 1338 Sand Hill Rd; Mike Adams (Agent) on behalf of Bridgitte Keim, Jerod Hicks, Douglas Hicks, Ramona Raeford, & Angela Battle (Owners).

ZON-24-0024: Rezoning from A1 Ag. Dist. to A1A Ag. Dist. or to a more restrictive zoning dist. for 3.62 +/- ac; 2660 Gainey Rd, William and Teresa Trogon (Owners).

ZON-24-0026: Rezoning from R6A Res. Dist. & C3 Heavy Commercial Dist. to C2(P)/CZ Planned Service and Retail Cond. Zoning Dist. or to a more restrictive zoning dist.; 1.54 +/- ac; located at NE corner of Cumberland Rd and Carbine St; Greg Stewart (Agent); Side Bet Ventures LLC (Owner).

Publication Dates
L00000000



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 8/5/2024

SUBJECT: CASE # ZON-24-0024

BACKGROUND

ZON-24-0024: Rezoning from A1 Agricultural District to A1A Agricultural District or to a more restrictive zoning district for 3.62 +/- acres; located at 2660 Gainey Road, submitted by William & Teresa Trogon (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to A1A Agricultural District at their July 16, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-24-0024, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1A Agricultural District. Staff finds that the request is consistent with the South-Central Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0024, I move to approve the rezoning request from A1 Agricultural District to A1A Agricultural District and find the request consistent with the South-Central Cumberland Land Use Plan which calls for "Farmland" at this location. The request is reasonable and in the public interest as it is compatible to

and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0024, I move to deny the rezoning request from A1 Agricultural District to A1A Agricultural District and find that the request is not consistent with the South-Central Cumberland Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

Type

ZON-24-0024

Backup Material



Cumberland County Joint Planning Board

JULY 19, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-24-0024:** Rezoning from A1 Agricultural District to A1A Agricultural District or to a more restrictive zoning district for 3.62 +/- acres; located at 2660 Gainey Road, submitted by William & Teresa Trogon (Owners).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to A1A Agricultural District at their July 16, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JULY 16, 2024

In Case ZON-24-0024, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1A Agricultural District. Staff finds that the request is consistent with the South-Central Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-24-0024, Mr. Mobley made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from A1 Agricultural District to A1A Agricultural District. The Board finds that the request is consistent with the South-Central Cumberland Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.



PLANNING STAFF REPORT
REZONING CASE # ZON-24-0024
Planning Board Meeting: July 16, 2024

Location: 2660 Gainey Road
Jurisdiction: County-Unincorporated

REQUEST

Rezoning A1 to A1A

Applicant requests a rezoning from A1 Agricultural District to A1A Agricultural District for one parcel containing a total of 3.62 +/- acres located at 2660 Gainey Road, as shown in Exhibit "A". The parcel holding the address is currently vacant. The intent of the property owner is to subdivide an additional residential lot for a family member which is not allowed under the current A1 zoning designation as the minimum lot size cannot be met. Under the current A1 designation, an additional unit would be allowed only via a group development application. The property owner indicated that a group development is not desirable.

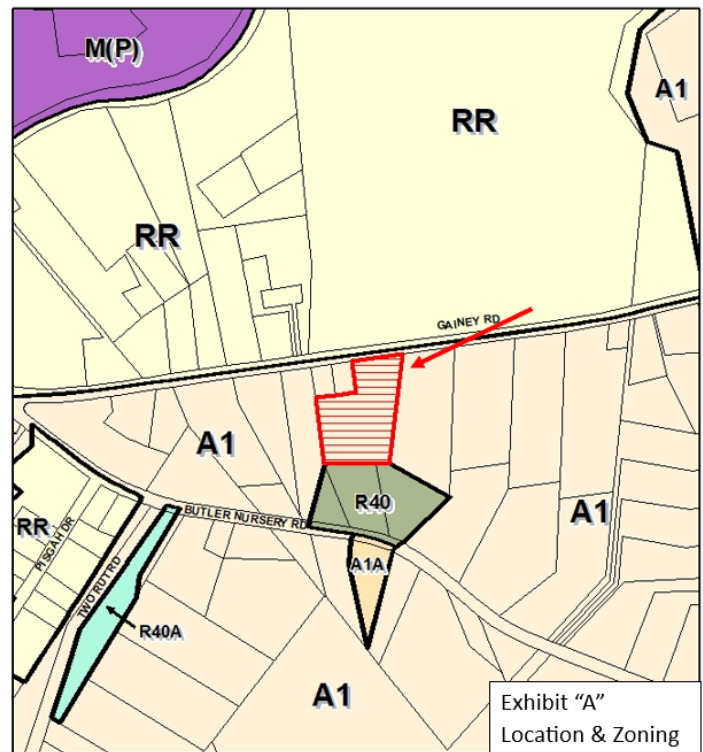
PROPERTY INFORMATION

OWNER/APPLICANT: William and Teresa Trogon Jr. (Owner/Applicant)

ADDRESS/LOCATION: Located at 2660 Gainey Road Refer to Exhibit "A", Location and Zoning Map. REID number: 0443985411000.

SIZE: The parcel contains approximately 3.62 +/- acres. Road frontage along Gainey Road is 248 +/- feet. The property is approximately 533.27 +/- feet in length at its deepest point.

EXISTING ZONING: The subject parcel is currently zoned A1 Agricultural District. The A1 Agricultural District is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

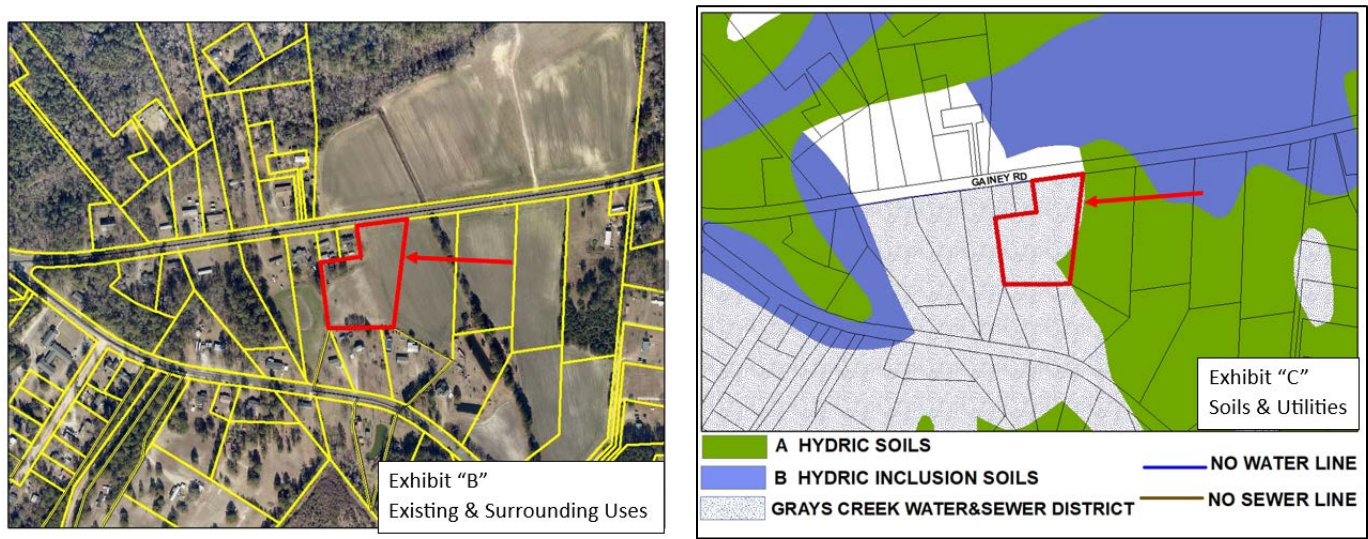


EXISTING LAND USE: The subject parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Farmland, wooded lands, and single-family homes
- **East:** Farmland
- **West:** Wooded lands, single-family homes
- **South:** Wooded lands, single family homes, farmland

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit “C”, illustrates the presence of hydric soils on a portion of the parcel at its southeast corner. There are no hydric inclusion soils at the property.



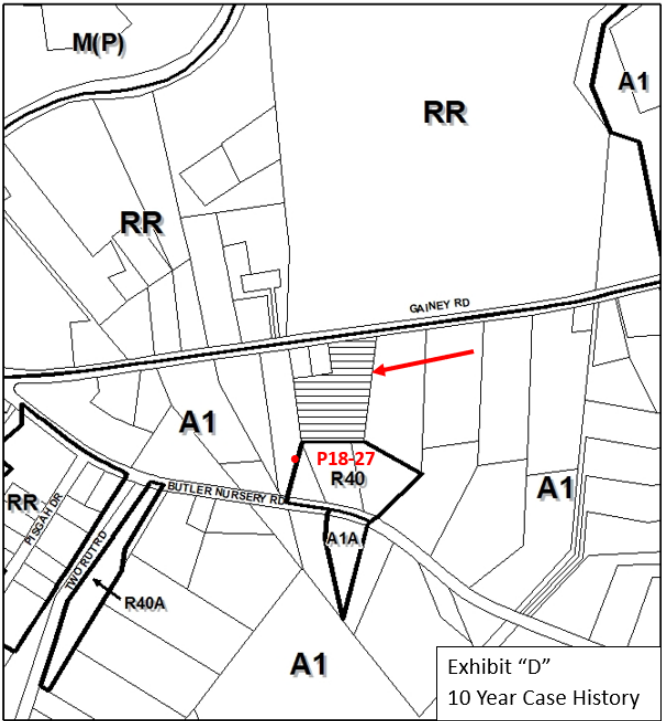
TEN YEAR ZONE CASE HISTORY:

The following zoning cases appear in the area over the last ten-year period, as demonstrated in “Exhibit D”:

- P18-27: Approved; A1 to R40

DEVELOPMENT REVIEW:

Should the request to rezone be approved, a preliminary subdivision plan shall be required for review and approval by the Current Planning Division prior to any development activity. The preliminary plan shall be reviewed for consistency with the County Zoning and Subdivision ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing)	A1A (Proposed)
Front Yard Setback	50 feet	50 feet
Side Yard Setback	20 feet (1-story); 25 feet (2-story)	20 feet (1-story); 25 feet (2-story)
Rear Yard Setback	50 feet	50 feet
Lot Area	2 acres	1 acre
Lot Width	100 feet	100 feet

Development Potential:

Existing Zoning (A1)	Proposed Zoning (A1A)
2 dwelling units*	4 dwelling units*

* If developed as a Group Development

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

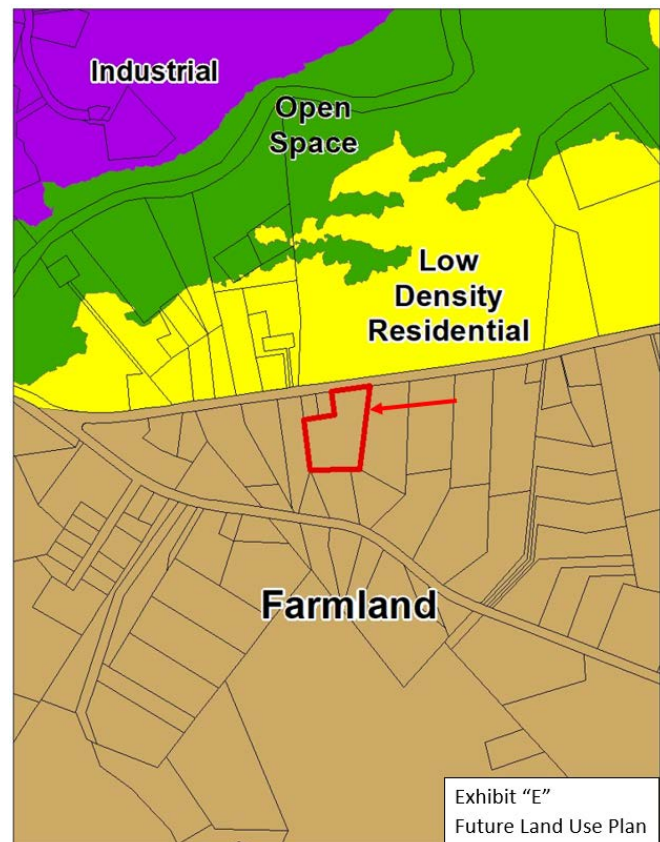
COMPREHENSIVE PLANS:

The subject is located within the South-Central Cumberland Land Use Plan (2015). The future land use classification of the property is "Farmland". Associated Zoning Districts for Farmland are A1, A1A, CD, R40 and R40A.

The proposed rezoning request is consistent with the adopted land use plan.

Future Land Use Classification Development Goals:

- Provide a complete range of residential housing types that accommodates the needs of all residents with adequate infrastructure while preserving the character of the area and protecting environmentally sensitive areas (South Central Land Use Plan 2015, p. 93).
- Preserve and protect farmland to ensure the continued viability of the farming and agribusiness industry in the Study Area (South Central Land Use Plan 2015, p.95).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer are not available to the subject property, as illustrated on Exhibit "C". Any future development must receive appropriate Environmental Health permits, and the lot size must meet the minimum area necessary to accommodate the required system. While water and sewer lines are not present near the property, the site is located within the Gray's Creek Water and Sewer District which was created in 2009 as part of the masterplan for developing a countywide water system.

TRAFFIC: The subject property sits on Gainey Road and is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Gainey Road has a 2021 AADT 1,100 and no road capacity data available. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact Gainey Road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Road Elementary	707	664
Gray's Creek Middle	1083	1107
Gray's Creek High	1517	1491

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and offered no objections to the proposed rezoning.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and offered no objections to the proposed rezoning.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-24-0024, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to A1A Agricultural District. Staff finds that the request is consistent with the South-Central Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

OWNERNAME	ADDRESS	CITYSTATEZIP
ALVAREZ, ERIKA;ALVAREZ, FRANCISCO	2792 GAINNEY RD	FAYETTEVILLE, NC 28306
AVERITTE, HELEN TROGDON;AVERITTE, JOHN L III	2620 GAINNEY RD	FAYETTEVILLE, NC 28306
BONNELL, CLINTON J;BONNELL, SHANA LEA CLOUD	3265 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
BURKE, CHARLES A SR	3442 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
BURKE, DONALD LEE	3448 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
BURKE, LAWRENCE A JR;BURKE, RENEE J	3048 GAINNEY RD	FAYETTEVILLE, NC 28306
BURKE, LAWRENCE A SR LIFE ESTATE;BURKE, BETTY S LIFE ESTATE	3476 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
BURKE, LORI ANNE	3500 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
BURKE, LORI ANNE	3500 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
CARTEE, JO ANN BURKE	3462 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
CARVER, WILLIAM A;CARVER, SARAH W	3012 JONAS REEP DR	FAYETTEVILLE, NC 28306
COLTRANE, JAMES C;COLTRANE, TERESA	3481 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
COLVIN, DOROTHY;COLVIN, MARY ANN;COLVIN, MITCHELL;GRIFFIN, ROSA L	6577 STILLWATER DR	FAYETTEVILLE, NC 28304
COLVIN, ROOSEVELT	2410 WAGON WHEEL RD	FAYETTEVILLE, NC 28306
COX, KENNETH A.	7156 HAYMARKET RD	FAYETTEVILLE, NC 28306
CULVER, ROBERT L;CULVER, ANGELA D	3461 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
EVANS, ANGELA	2457 GAINNEY ROAD	FAYETTEVILLE, NC 28306
FAIRCLOTH, ELIZABETH C;FAIRCLOTH, MARSHALL HAROLD	3452 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
FLETCHER, THOMAS JR;TROGDON, HAROLD;TROGDON, ROY LEE;HILL, DENNIS	630 SOUTHERLAND RD	CLAYTON, NC 27527
FOY, BEULAH V	1609 SEABROOK RD	FAYETTEVILLE, NC 28301
HYATT, JOHN C;HYATT, VICTOR F	2990 TAPESTRY TRL	FAYETTEVILLE, NC 28306
JONES, CAROLYN PATRICIA	2623 GAINNEY RD	FAYETTEVILLE, NC 28306
JONES, MILTON LEON;JONES, NADINE JEANNE BA	2535 GAINNEY RD	FAYETTEVILLE, NC 28306
JONES, SAM	2627 GAINNEY ROAD	FAYETTEVILLE, NC 28306
JONES, SAM JR;JONES, ELLARIE C	3079 JONAS REEP DR	FAYETTEVILLE, NC 28306
JPMORGAN CHASE BANK NATIONAL ASSOCIATION	1600 DOUGLASS RD	ANAHEIM, CA 92806
LAMBERT, THEODORE;LAMBERT, CHRISTA	3406 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
MARSH, GERTRUDE, EARLENE;ERVIN, . JR	5488 S NC 87 HWY	FAYETTEVILLE, NC 28306
MATTHEWS, ANN P, GERALD T MCLEAN;DORIS MCLEAN	3274 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
MCDONALD, GLADYS ROSE	3650 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
MCFADYEN, WILLIAM C;MCFADYEN, SUSANNA H	2105 CLOVERFIELD LN	EASTOVER, NC 28312
MCLEAN, CECIL H	3200 TWO RUT RD	FAYETTEVILLE, NC 28306
MCLEAN, FREDDIE J;MCLEAN, KANICE D	PO BOX 58375	FAYETTEVILLE, NC 28305
MOUNT PISGAH BAPTIST CHURCH INC	3350 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
NEW BETHLEHEM CHURCH	2615 GAINNEY RD	FAYETTEVILLE, NC 28306
NOBLES, BARBARA	2050 SEWARD AVE 7E	BRONX, NY 10473
NOBLES, BARBARA JONES	2050 SEWARD AVE 7E	BRONX, NY 00473
RABINETTE, SCOTT;RABINETTE, LAURA F.	2510 GAINNEY RD	FAYETTEVILLE, NC 28306
ROBINSON, KIMBERLY	2549 GAINNEY RD	FAYETTEVILLE, NC 28306
ROLLINS, BARBARA T	3561 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
ROLLINS, BARBARA T	3561 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
ROLLINS, BARBARA T	3561 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
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ROLLINS, BARBARA T	3561 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
ROSE, SANDRA H	2525 GAINNEY RD	FAYETTEVILLE, NC 28306
SCOTT, ROBERT DOAK	3171 TWO RUT RD	FAYETTEVILLE, NC 28306
SPAIN, MARY ELLEN EVANS	2563 GAINNEY RD	FAYETTEVILLE, NC 28306
TATUM, DOROTHY T	3536 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
TATUM, ELVIN III;TATUM, JANIE	3299 ALFORODO ST	FAYETTEVILLE, NC 28306
TATUM, JAMES D	3545 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
TATUM, TERESA J	3519 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
TATUM, TERESA J	3519 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
TROGDON, GLADYS ROSE	2604 GAINNEY RD	FAYETTEVILLE, NC 28306

TROGDON, GLADYS ROSE	2604 GAINNEY RD	FAYETTEVILLE, NC 28306
TROGDON, RICHARD WARREN	2784 GAINNEY RD	FAYETTEVILLE, NC 28306
TROGDON, RICHARD WARREN	2780 GAINNEY RD	FAYETTEVILLE, NC 28306
TROGDON, WILLIAM H JR;TROGDON, TERESA B	2642 GAINNEY RD	FAYETTEVILLE, NC 28306
TROGDON, WILLIAM H JR;TROGDON, TERESA BRITT	2634 GAINNEY RD	FAYETTEVILLE, NC 28306
TROGDON, WILLIAM H JR;TROGDON, TERESA BRITT	2634 GAINNEY RD	FAYETTEVILLE, NC 28306
TYSON, LEWIS CRAIG;TYSON, DEBBIE G	5648 S NC 87 HWY	FAYETTEVILLE, NC 28306
YOUNG, NILZA A	3123 PISGAH DR	FAYETTEVILLE, NC 28306

ATTACHMENT: APPLICATION

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to A1A
2. Address of Property to be Rezoned: 2460 Gainer Rd Fayetteville, NC 28306
3. Location of Property, details: Field along Gainer Rd off of Hwy 87.
4. Parcel Identification Number (PIN #) of subject property: 0443-98-5411
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 3.62 Frontage: 255.95 Depth: 563.27
6. Water Provider: Well: X PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 10093, Page(s) 0215-0218, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Farm land
10. Proposed use(s) of the property: Trying to put a house on it & split into 2 equal half.
11. Do you own any property adjacent to or across the street from this property?
Yes X No _____ If yes, where? Next to & in front of.
12. Has a violation been issued on this property? Yes _____ No X

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

William H. Trogon Jr & Teresa B. Trogon
NAME OF OWNER(S) (PRINT OR TYPE)

2642 Gairney Rd Fayetteville, NC 28304
ADDRESS OF OWNER(S)

910-988-6175
HOME TELEPHONE #

WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Jess122282@yahoo.com.
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

William H. Trogon Jr
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT

Teresa B. Trogon
SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

ORDER DETAILS

Order Number:
LWLM0132120
External Order #:
10398287
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Total payment:
194.99
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Amanda Ozanich
130 Gillespie st ATTN: Amanda Ozanich
Fayetteville, NC 28301
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning and Inspections
Contract ID:

TRANSACTION REPORT

Date
July 18, 2024 2:31:00 PM EDT
Amount:
194.99

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM01321200

August 5, 2024
Fayetteville Observer
August 12, 2024
Fayetteville Observer

PREVIEW FOR AD NUMBER LWLM01321200

Public Notice

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 19, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0019: Rezoning from A1 Ag. Dis. to R20 Res. Dis. or to a more restrictive zoning dis., 8.92 +/- ac; 1312, 1314, and 1338 Sand Hill Rd; Mike Adams (Agent) on behalf of Bridgitte Keim, Jerod Hicks, Douglas Hicks, Ramona Raeford, & Angela Battle (Owners).

ZON-24-0024: Rezoning from A1 Ag. Dist. to A1A Ag. Dist. or to a more restrictive zoning dist. for 3.62 +/- ac; 2660 Gainey Rd, William and Teresa Trogon (Owners).

ZON-24-0026: Rezoning from R6A Res. Dist. & C3 Heavy Commercial Dist. to C2(P)/CZ Planned Service and Retail Cond. Zoning Dist. or to a more restrictive zoning dist.; 1.54 +/- ac; located at NE corner of Cumberland Rd and Carbine St; Greg Stewart (Agent); Side Bet Ventures LLC (Owner).

Publication Dates
L00000000



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 8/6/2024

SUBJECT: TRANSPORTATION ADVISORY BOARD (2 VACANCIES)

BACKGROUND

At the August 5, 2024, regular meeting, the Board of Commissioners nominated the following individuals to fill the two (2) vacancies on the Transportation Advisory Board:

NOMINEE(S):

Debra Kinney (Reappointment)

Tacarra Manuel (New Appointment)

The current membership roster for the Transportation Advisory Board has been attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the two (2) vacancies.

ATTACHMENTS:

Description	Type
Transportation Advisory Board Membership Roster	Backup Material

TRANSPORTATION ADVISORY BOARD

2 Year Term

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Board was created by the Commissioners on 11/6/00

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>City of Fayetteville Representative</u>				
VACANT (Vacated by A. Thomas)	3/19	2nd	Nov/20 11/30/20	No
<u>Urban Transit Provider Representative</u>				
Tyffany Neal 505 Franklin Street Fayetteville, NC 2830 922-6800/433-1011 Rhume@ci.fay.nc.us	11/23	1st	Nov/25 11/30/25	Yes
<u>Mid-Carolina Council of Governments Director or Designee</u>				
Carla Smith Mid-Carolina Council of Governments 6205 Raeford Rd Fayetteville, NC 28304 910-323-4191 CSMITH@MCCOG.ORG	8/22	1st	Nov/24 11/30/24	Yes
<u>County DSS Director or Designee</u>				
Ashley Patterson Cumberland County DSS 5121 Tern Place Fayetteville, NC 28311 677-2527/797-6657 ashleypatterson@ccdssnc.com	11/23	2nd	Nov/25 11/30/25	Yes
<u>DSS Work First Representative</u>				
Dana Davis Cumberland County DSS 7702 Buttonwood Ave Fayetteville, North Carolina 28314 973-9197/677-2339 Danadavis@ccdssnc.com	2/20	2nd	Nov/21 11/30/21	No
<u>Workforce Development Center Director or Designee</u>				
Matthew Fowler (RESIGNED) NC Department of Commerce – Workforce Solutions 289 Corporate Drive Lumberton, NC 28358 matthew.fowler@nccommerce.com	11/22	1 st	Nov/24 11/30/24	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Vocational Rehab Representative</u>				
VACANT (Vacated by E. Morales)	6/18	1st	Nov/20 11/30/20	Yes
<u>Sheltered Workshop Director or Designee</u>				
Kristina Clifton 4214 Donegal Drive Hope Mills, NC 28348 527-7403/605-4319 Nicolew45@gmail.com	11/23	1st	Nov/25 11/30/25	Yes
<u>Aging Programs Representative</u>				
Amber Gulch 6218 Bristol Drive Fayetteville, NC 28314 864-4311/322-5582/484-0111 agulch@cccccoa.org	2/20 8/22	2nd	Nov/24 11/30/24	No
<u>Mental Health Representative</u>				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 491-4816/536-3886	11/20	2nd	Nov/22 11/30/22	No
<u>Emergency Medical Services Representative</u>				
Alinda Bailey 4565 Greenwood Rd Fayetteville, NC 28306 910-584-7898	11/23	2nd	Nov/25 11/30/25	No
<u>County Planning Department Director or Designee</u>				
Rawls Howard 130 Gillespie Street Fayetteville, NC 28301 910-678-7618 rhoward@co.cumberland.nc.us	11/23	2nd	Nov/25 11/30/25	No
<u>County Health Director or Designee</u>				
Sharon Batten 2260 Dockvale Drive Fayetteville, NC 28306 424-6559/797-8773/433-3741 sharonebatten@hotmail.com	2/20	2nd	Nov/21 11/30/21.	No

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>At-Large Representatives</u>				
Mike Rutan Sheila O'Kelley 130 Gillespie Street Fayetteville, NC 28301 910-323-4191 Ext 34	11/22	1st	Nov/22 11/30/22	No
Dorothy Harris 270 Lick Creek Drive Linden, NC 28356 910-502-2130 damazyckharris@twc.com	11/20	2nd	Nov/22 11/30/22	No
Veronica Pierce 703 Connaly Drive Hope Mills, NC 28348 910-678-2691 veronicapierce@ccs.k12.nc.us	11/20	2nd	Nov/22 11/30/22.	No
Debra Kinney 1506 Camelot Drive Fayetteville, NC 28304 491-4793/853-1510 dkinney@alliancehealthplan.org	8/21	1st	Nov/23 11/30/23	Yes
<u>MPO Representative</u>				
Deloma Graham 130 Gillespie Street Fayetteville, NC 28301 678-7628 dgraham@co.cumberland.nc.us	8/22	1st	Nov/24 11/30/24	Yes
(serving unexpired term; eligible for one additional term)				
<u>Dialysis Center Representative</u>				
Antionette Wiggins 6210 Pinto Court Fayetteville, NC 28303 Melvinjoyn@gmail.com 910-867-3273	11/22	1st	Nov/24	Yes

*Chairman Glenn Adams-Commissioner Representative (Voting Member)

Meetings: Second Tuesday in the first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM –
Special meeting held in June when necessary.

Location: Historic Courthouse, Courtroom 3; 130 Gillespie St., Fayetteville, NC

Contact: Lashonda Cherry-Crawford (Community Transportation Program) 910-678-7624



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 19, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 8/13/2021

**SUBJECT: JUVENILE CRIME PREVENTION COUNCIL (4 VACANCIES AND 6
DESIGNEES)**

BACKGROUND

At the August 5, 2024 Regular Meeting, the Board of Commissioners nominated the following individuals for appointment to the Juvenile Crime Prevention Council:

Juvenile Defense Attorney

Kiana Rivers

Under 21 Representative

Dr. Annette Skinner-Coleman

At-Large

Mike Fiala

Swan Davis

Designees

Chief of Police or Designee - **Leonard Honeycutt**

Local Sheriff or Designee - **Stephen Marable**

Local Superintendent or Designee - **Kerri Young**

District Court Judge Designee - **Judge Cheri Siler-Mack**

Health Director or Designee - **Dr. Jennifer Green**

Parks and Recreation Representative - **Crystal Glover**

The Juvenile Crime Prevention Council membership roster is attached,

RECOMMENDATION / PROPOSED ACTION

Respectfully request appointment of individuals to fill the four (4) vacancies and six (6) designee positions.

ATTACHMENTS:

Description

Type

JCPC Roster

Backup Material

CUMBERLAND COUNTY
JUVENILE CRIME PREVENTION COUNCIL
(Two-year terms)

<u>Name/Address</u>	<u>Date</u> <u>Appointed</u>	<u>Term Expires</u>	<u>Eligible For</u> <u>Reappointment</u>
---------------------	---------------------------------	---------------------	---

Local School Superintendent or designee

George Hall **(Deceased)** 6/23
Cumberland County Schools
P.O. Box 2357
Fayetteville, North Carolina 28302
Phone: 678-2495

Chief of Police or designee

Lt. Mike Mulcahy **(Retired)** 12/22
Fayetteville Police Department
467 Hay Street
Phone: 433-1910

Local Sheriff or designee

Sgt. Stephen Hodges 6/23
Cumberland County Sheriff's Office
131 Dick Street
Fayetteville, North Carolina 28301
Phone: 677-5474

District Attorney or designee

Brandy Brustch 6/23
Assistant District Attorney
District Attorney's Office
117 Dick Street, Suite 427
Fayetteville, North Carolina 28301
Phone: 678-2915

Mental Health Representative or designee

Terrasine Gardner 6/23
1187 Helmsley Drive
Fayetteville, NC 28314
536-3886/491-4816
tegardner@alliancehealthplan.org

Director of Social Services or designee

Korri Williams 6/23
Cumberland County Department of Social Services
P.O. Box 2429
Fayetteville, North Carolina 28302-2429
Phone: 321-6459

Cumberland County Juvenile Crime Prevention Council Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term Expires</u>	<u>Eligible For Reappointment</u>
<u>County Manager or designee</u> Heather Skeens Assistant County Manager Cumberland County Courthouse P.O. Box 1829 Fayetteville, North Carolina 28302-1829 Phone: 678-7725	12/22		
<u>Chief District Judge or designee</u> Judge Cheri Siler-Mack P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2901	12/22		
<u>Health Director or designee</u> Dr. Jennifer Green 1235 Ramsey Street Fayetteville, North Carolina 28301 Phone: 433-3783	10/20		
<u>Parks and Recreation Representative</u> Crystal Glover City of Fayetteville Parks and Recreation Dept. 433 Hay Street Fayetteville, North Carolina 28301 Phone: 433-1547	10/20		
<u>County Commissioner</u> Veronica Jones P.O. Box 1829 Fayetteville, NC 28302-1829 Phone: 678-7771	1/24		

Cumberland County Juvenile Crime Prevention Council, Page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Substance Abuse Professional</u>				
Louise Leake Carolina Treatment Center 1664 Wellons Drive Fayetteville, NC 28304 366-2613/864-8739	01/23	1st	June/25 6/30/25	Yes
<u>Member of Faith Community</u>				
Sandra Renee Lanford 714 Emerald Drive Fayetteville, NC 28311 910-489-1258 Landfords4christ@yahoo.com	01/23	1st	June/25 6/30/25	Yes
<u>Person Under Age 21</u>				
Jadelyn Velasquez 325 Gentle Winds Drive Fayetteville, NC 28311 910-7852971 jadelynvelasquez02@gmail.com	01/23	1 st	Jan/25 01/31/25.	Yes
Daesha Baldwin (Inactive) 1187 Helmsley Drive Fayetteville, NC 28314 910-257-1018 baldwindaesha@gmail.com	6/23	1st	June/26 6/30/26	Yes
<u>Juvenile Defense Attorney</u>				
Michael Fiala 6213 Castlebrooke Lane Linden, NC 28356 910-988-6907 Mike.fiala@smithdickey.com	6/23	2nd	June/25 6/30/25	No
<u>Member of Business Community</u>				
Dwight E. Palmer Jr. 1139 Helmsley Drive Fayetteville, NC 28314 868-2575/476-0799/892-6405 depalmerjr@yahoo.com	1/21	1st	June/25 6/30/25	Yes

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<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>United Way or Non-Profit</u>				
Amy Navejas 3496 Thamesford Rd Fayetteville, NC 28311 910-964-0171 Amynavejas@gmail.com	1/23	2nd	Jan/25 1/31/25	No
<u>At Large Representatives</u>				
Dr. Antonio Jones 505 Platinum Street Fayetteville, NC 28311 302-0057/729-4144 drjonesa@gmail.com	6/23	3rd	June/25 6/30/25	Yes
Clarissa Reese (Inactive) 1736 Shaw Road Fayetteville, NC 28311 910-354-0912 Mrscmreese2017@gmail.com	1/23	1st	Jan/25 1/31/25	Yes
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com	6/23	3rd	June/25 6/30/25.	No
Renarde Earl (Resigned) 6919 South Staff Road Fayetteville, NC 28306 336-682-4424 RDE9498@gmail.com	1/23	1 st	Jan/25 1/31/25	Yes

Non-Voting Members

Crystal Bennett crystal.bennett@ncdps.gov 919-710-5331 (cell)

Nichelle Gaines ndgaines@co.cumberland.nc.us (910) 437-1884

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room –109
Bradford Ave, Lower-Level Conference Room, Fayetteville, NC 28301.

Contact: Nichelle Gaines, 910-437-1884