

**Town of Montreat**  
**Board of Commissioners Meeting – Public Forum**  
**July 9, 2026 – 5:30 p.m.**  
**Town Hall**

---

**I. Call to Order**

- Welcome
- Moment of Silence

**II. Agenda Adoption**

**III. Public Comments**

**IV. Adjournment**

**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
July 9, 2026 – 6:00 p.m.  
Town Hall**

---

**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Mayor’s Communications**

**IV. Consent Agenda**

- A. Meeting Minutes Adoption
- June 11, 2026, Public Forum Meeting Minutes
  - June 11, 2026, Regular Meeting Minutes - Pending
  - June 29, 2026, Special Meeting Minutes - Pending

*All items on the Consent Agenda are considered routine, to be enacted by one motion with the adoption of the agenda and without discussion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.*

**V. Town Manager’s Communications**

- Consent Agenda Review
- Other Items

**VI. Administrative Reports**

- Administration
- Planning and Zoning
- Public Works and Water
- Sanitation
- Streets
- Finance
- Permitting/Inspection Data from Buncombe County

**VII. Public Comment**

*Public comments will be heard during this period for any and all items.*

VIII. Old Business

IX. New Business

A. Review & Discussion of CWS – Residential Waste and Recyclable Material Collection and Disposal Services Proposal

- **Presenters:** Savannah Parrish & Morgan Alexander, VP of CWS
- See Agenda Materials on pages 25-47
- ***Suggested Motion:*** Move to authorize the Town Manager to enter into a contract with CWS for residential waste, recyclable collection, and disposal services

B. Discussion of Zoning Administrator/Project Manager Position

- **Presenters:** Savannah Parrish
- See Agenda Materials on pages 48-50
- ***Suggested Motion:*** Move to authorize the Town Manager to hire a full-time Zoning Administrator in accordance with the job description presented to Town Council, or as amended

C. Memorandum of Agreement & Resolution for Disaster Recovery Services

- **Presenter:** Savannah Parrish
- See Agenda Materials on pages 51-72
- ***Suggested Motion:*** Move to approve/deny the memorandum of agreement and resolution between the Town of Montreat and the NC League of Municipalities for Disaster Recovery Services

D. Discussion of the Buncombe Madison Regional Hazard Mitigation Plan

- **Presenter:** Savannah Parrish
- See Agenda Materials on pages 73-74
- ***Suggested Motion:*** Move to approve/deny the resolution approving the Buncombe Madison Regional Hazard Mitigation Plan

**E. Budget Amendment # ?**

- **Presenter:** Savannah Parrish
- **See Agenda Materials on pages Pending**
- **Suggested Motion: Move to approve/deny Budget Amendment #**

**F. Discussion of Letter of Intent for SRF Funding**

- **Presenter:** Savannah Parrish
- **See Agenda Materials on pages 75-80**
- **Suggested Motion: Move to approve/deny the Resolution to accept the SRF Funding**

**G. Montreat Police Patrol Vehicle Policy**

- **Presenter:** Justyn Whitson and/or Savannah Parrish
- **See Agenda Materials on pages 81-86**
- **Suggested Motion: Move to approve/amend/deny the Montreat Patrol Vehicle Policy**

**H. Consideration of On Call Engineering**

- **Presenter:** Savannah Parrish
- **Agenda Materials:** Materials available upon request
- **Suggested Motion: Move to approve \_\_\_\_\_ as on call engineers for the Town o Montreat**

**X. Public Comment**

***Public comments will be heard during this period for any and all items.***

**XI. Commissioner Communications**

**XII. Dates to Remember**

- Tree Board, Tuesday, July 14, 2026, 9:00 am – 11:00 am in Town Hall with Zoom options
- Planning & Zoning Commission, Thursday, July 16, 2026, 10:30 am – 12:00 pm in Town Hall with Zoom options
- Stone Bridge Advisory Committee Meeting, Monday, August 3, 2026, 9:00 am in Town Hall
- Landcare, Wednesday, August 5, 2026, 9:00 am in Town Hall with Zoom options
- Tree Board, Tuesday, August 11, 2026, 9:00 am – 11:00 am in Town Hall with Zoom options
- August Town Council Meeting, Thursday, August 13, 2026, 6:00 pm in Town Hall with Zoom options. Public Forum will begin at 5:30 pm
- Board of Adjustment, Thursday, August 27, 2026, 5:00 pm in Town Hall with Zoom options

**XIII. Closed Session**

- ***Suggestion Motion:** To enter into Closed Session in accordance with NCGS §143-318.11(a)(3) for discussion of existing litigation*

**XIV. Adjournment**

# Board of Commissioners Meeting – Public Forum

June 11, 2026, 5:30 PM - 6:00 PM

## Meeting Minutes

### **Board of Commissioners in Attendance:**

Mayor Tim Helms  
Commissioner Jane Alexander  
Commissioner Mason Blake  
Commissioner Tom Widmer

### **Board of Commissioners Absent:**

Mayor Pro Tem Kitty Fouche  
Commissioner Grant Dasher

### **Town Staff in Attendance:**

Savannah Parrish, Town Manager  
Angie Murphy, Town Clerk  
Brandon Freeman, Town Attorney

### **Members of the Public in Attendance:**

Approximately 25 people

## **Call to Order**

Mayor Tim Helms welcomed everyone to the Town Forum, describing it as an opportunity for Montreat residents and others to ask the commissioners questions, with the board committed to providing prompt answers or following up if information was not immediately available. The mayor led those in attendance in a moment of silence.

## **Agenda Adoption**

*Motion by Commissioner Jane Alexander to adopt the agenda as presented. Seconded by Commissioner Tom Widmer. Motion carried unanimously.*

## **Public Comments**

Letta Jean Taylor, 386 Oklahoma Road, brought forward three items. First, she suggested that the stop signs removed from the intersection of Oklahoma and Appalachian Roads be relocated to the corner of Georgia Terrace and Assembly Drive, near the post office, citing safety concerns about a poorly lit crosswalk situated at the crest of a hill where vehicles were observed moving often at an increased speed. Second, she raised the matter of the cell tower on South Carolina Terrace, noting that it was required by ordinance to be camouflaged but no

longer appeared to meet that standard. Third, she asked for clarification on the phrase "ad valorem tax revaluation drop" as it appeared in budget documents. Town Manager Savannah Parrish and Finance Officer Rachel Eddings clarified that the tax rate had been dropped from that edition of the budget as directed.

Mary Standaert, 118 Shenandoah Terrace, echoed Mrs. Taylor's concern about the cell tower, noting that the issue had been raised multiple times over the years. She then sought clarification on the sanitation contract proposals included in the meeting packet on page 96. Her primary concern was the apparent exclusion of backdoor pickup service from the proposals. The Mayor and Town Manager Parrish clarified that backdoor service would be a required element of any final contract negotiated by these proposals, and that the proposals themselves were responses to the town's Request for Proposals, not final contracts. Dr. Standaert also expressed confusion over language in the proposals specifying 65-gallon rolling carts for recycling and 32-gallon rigid containers for solid waste, which appeared inconsistent with the town's recently adopted sanitation ordinance, including bear-resistant container requirements. Town Manager Savannah Parrish acknowledged the proposals were lacking in this regard, noting she had personally spoken with both companies and made clear that trash must be handled by hand given the town's inability to use trucks with articulating arms. She confirmed that any contract would require negotiation to align with the ordinance. Dr. Standaert also sought clarification on whether leaf and brush pickup would be included in the contract; she was advised that those services would remain handled by town employees. She expressed satisfaction with the clarifications received, particularly regarding backdoor pickup.

There being no further public comments, the mayor entertained a motion to adjourn the Public Forum until the regular meeting at 6:00 PM.

*Motion by Commissioner Tom Widmer to adjourn the Public Forum until 6:00 PM.*

*Seconded by Commissioner Jane Alexander. Motion carried unanimously. Meeting was adjourned at 5:39 P.M.*

---

Tim Helms, Mayor

---

Angie Murphy, Town Clerk



**TOWN OF MONTREAT**

P. O. Box 423, Montreat, NC 28757  
Tel: (828) 669-8002 | Fax: (828) 669-3810  
www.townofmontreat.org

**ADMINISTRATIVE REPORTS:  
ADMINISTRATION**

Town Administration report for the month of June 2026

<b>Monthly Statistics</b>	<b>2025</b>	<b>2026</b>
Public Meetings	5	5
Public Records Requests Processed	3	1
Water Bills Processed & Mailed	650	622
Water Bills Processed & Emailed	60	96
Leak Adjustments	3	0
Sunshine List Messages	18	16
Website Posts	18	16
Social Media Posts	18	16

**Upcoming Events and Schedule Changes**  
0

**Comments**  
N/A

**Staff Communications**  
0



**TOWN OF MONTREAT**

P. O. Box 423, Montreat, NC 28757  
Tel: (828) 669-8002 | Fax: (828) 669-3810  
www.townofmontreat.org

**ADMINISTRATIVE REPORTS:  
STREETS**

Streets Department report for the month of June 2026

<b>Monthly Statistics</b>	2025	2026
Public Trees Removed	3	2
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Road Closures	4	4

**Comments**

0

**Staff Communitactions:**

0



## TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757  
Tel: (828) 669-8002 | Fax: (828) 669-3810  
www.townofmontreat.org

### ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of June 2026

Monthly Statistics	2025	2026
Calls for Service	37	45
Water Leaks Repaired	1	2
New Water Lines Installed	0	0
Water Meter Replacements	10	0
Gallons of Water Produced	2,972,525	4,828,915
Hours Pumped (11 wells combined)	2,180	2,549
Water Samples Taken	21	22

#### Comments

The gallons of water produced this month is high due to the amount of people in Town as well as two rather large w



**TOWN OF MONTREAT**

P. O. Box 423, Montreat, NC 28757  
 Tel: (828) 669-8002 | Fax: (828) 669-3810  
 www.townofmontreat.org

**ADMINISTRATIVE REPORTS:  
 SANITATION**

Sanitation Department report for the month of June 2026

<b>Monthly Statistics</b>	2025	2026
Tons of Curbside Trash Collected	14.42	11.26
Tons of Curbside Recycling Collected	2.62	2.61
Unique Curbside Sanitation Stops	2425	2250
Special Pickup Stops	6	9
Bagged Leaf Pickup	184	176
Brush Pickup (cubic yards)	4 Loads	5 Loads
Hauling Fees	6798.3	6808.6
Tipping Fees	1824.79	1210.6
Dumpster Rental Fees	217.63	272.02
Tons Convenience Center Usage-Trash	15.02	12.57
Tons Convenience Center Usage-Recycle	2.37	3.99

**Comments:**

0



## TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757  
Tel: (828) 669-8002 | Fax: (828) 669-3810  
www.townofmontreat.org

### ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zoning Administration report for the month of  June   2026

Monthly Statistics	2025	2026
Approved Zoning Permits	0	8
Denied Zoning Permits	0	0
Pending Zoning Permits	4	4
Variance/Interpretation Granted	0	0
Special Use Permits Granted	0	0
Permit Extensions Granted	0	0
Notice of Violations	0	0

#### Comments

0



**ibWNof**  
**MONTREAT**

...CNOOUNA  
FINANCIAL REPORT

June 2026 - MONTH 12 OF FISCAL YEAR 2025-2026

**REVENUES**

Fund	Fund#	Original		YTD Projected		YTD Collected	YTD Actual Percentage	Difference
		Budget	Current Budget	Budget Amount	Budget Percentage			
GENERAL FUND	10	2,077,915.00	2,912,025.61	2,912,025.61	100.00%	3,020,320.22	103.72%	108,294.61
WATER FUND	30	424,900.00	506,511.13	506,511.13	100.00%	502,774.98	99.26%	(3,736.15)
<b>TOTAL REVENUES GENERAL &amp; WATER FUNDS</b>		<b>2,502,815.00</b>	<b>3,418,536.74</b>	<b>3,418,536.74</b>	<b>100.00%<sup>4</sup></b>	<b>3,523,095.20</b>	<b>103.06%</b>	<b>104,558.46</b>

**EXPENSES**

Dept Name	Fund#	Original		YTD Projected		YTD Exp	YTD Actual Percentage	Difference
		Budget	Current Budget	Budget Amount	Budget Percentage			
GOVERNING BODY	10	53,222.00	41,297.81	41,297.81	100.00%	40,797.81	98.79%	500.00
ADMINISTRATION	10	560,714.00	585,885.19	585,885.19	100.00%	561,222.62	95.79%	24,662.57
PUBLIC BUILDINGS	10	128,097.00	134,454.00	134,454.00	100.00%	130,644.78	97.17%	3,809.22
POLICE	10	539,521.00	541,600.75	541,600.75	100.00%	516,484.67	95.36%	25,116.08
BUILDING AND ZONING	10	99,900.00	95,968.75	95,968.75	100.00%	83,134.32	86.63%	12,834.43
PUBLIC WORKS	10	152,142.00	146,710.75	146,710.75	100.00%	137,420.84	93.67%	9,289.91
STREET	10	313,369.00	1,105,425.94	1,105,425.94	100.00%	1,099,088.92	99.43%	6,337.02
SANITATION	10	208,900.00	238,632.42	238,632.42	100.00%	233,538.30	97.87%	5,094.12
ENVIRON,CONS,REC	10	22,050.00	22,050.00	22,050.00	100.00%	19,573.00	88.77%	2,477.00
<b>TOTAL EXPENSES GENERAL FUND</b>		<b>2,077,915.00</b>	<b>2,912,025.61</b>	<b>2,912,025.61</b>	<b>100.00%<sup>4</sup></b>	<b>2,821,905.26</b>	<b>96.91%</b>	<b>90,120.35</b>

Dept Name	Fund#	Original		YTD Projected		YTD Exp	YTD Actual Percentage	Difference
		Budget	Budget	Budget Amount	Budget Percentage			
WATER	30	424,900.00	506,511.13	506,511.13	100.00%	475,365.25	93.85%	31,145.88
<b>TOTAL EXPENSES WATER FUND</b>		<b>424,900.00</b>	<b>506,511.13</b>	<b>506,511.13</b>	<b>100.00%<sup>4</sup></b>	<b>475,365.25</b>	<b>93.85%</b>	<b>31,145.88</b>

<b>TOTAL EXPENSES GENERAL &amp; WATER FUNDS</b>		<b>\$3,418,536.74</b>	<b>\$3,418,536.74</b>	<b>100.00%<sup>4</sup></b>	<b>\$3,297,270.51</b>	<b>96.45%</b>	<b>\$121,266.23</b>
---	--	-----------------------	-----------------------	----------------------------	-----------------------	---------------	---------------------

**GENERAL FUND INCOME/LOSS - YTD** **\$198,414.96**  
**WATER FUND INCOME/LOSS - YTD** **\$27,409.73**  
**NET INCOME - YTD 2026** **\$225,824.69**

Project	Fund#	SPECIAL PROJECTS		Amount Spent To Date	Remainng	Spent
		Budget	This Month Actual			
LANDCARE	26	133,488.08	12,124.30	60,055.00	73,433.08	44.99%
Hurricane Helene - Prof. Services	29	367,439.87	0.00	359,816.45	7,623.42	
Helene Materials	29	76,406.32	15,496.06	69,331.73	7,074.59	
Helene Consultants	29	95,000.00	0.00	74,895.78	20,104.22	
Helene - Professional SVCS - WithersRavenel Eng. Contract	291	111,000.00	\$260.1s	66,339.75	44,660.25	
Helene - Professional SVCS - WithersRavenel CULVERTS	291	211,310.50	\$0.00	191s.49	19,455.31	
Helene - Professional SVCS - WithersRavenel Arbor Lane	29	3,040.00	0.00	3,040.00	0.00	
<b>TOTAL SPECIAL PROJECTS</b>		<b>\$ 1,057,745.07</b>	<b>\$ 27,620.36</b>	<b>\$ 885,394.20</b>	<b>\$ 172,350.87</b>	<b>83.71%</b>

Contracted - not available



### Tax Receipts

<u>Mar-25</u>	<u>Mar-26</u>	<u>% +/-</u>	<u>Apr-25</u>	<u>Apr-26</u>	<u>% +/-</u>	<u>May-25</u>	<u>May-26</u>	<u>% +/-</u>	<u>Jun-25</u>	<u>Jun-26</u>	<u>% +/-</u>
33,162.73	26,670.88	<b>-24.34%</b>	14,594.97	16,052.32	<b>9.08%</b>	5,021.05	5,175.16	<b>2.98%</b>	0.00	4,419.56	<b>100.00%</b>
57,136.33	55,260.52	<b>-3.39%</b>	43,604.69	42,024.73	<b>-3.76%</b>	43,433.16	42,670.02	<b>-1.79%</b>	52,955.67	52,163.49	<b>-1.52%</b>
						204.41	193.06	<b>-5.88%</b>			
25,954.36	24,572.23	<b>-5.62%</b>							34,514.41	33,407.52	<b>-3.31%</b>
	QE12/31/25					4,154.49	4,116.57	<b>-0.92%</b>			

# June Building Permits Issued



**Building Permits Issued  
Between 6/1/2026 and 6/14/2026  
for Montreat City**

Case#	Case Type	Application Name	PIN	Issued Date
PLM2026-00255	Plumbing Permit	706250: Mary Standaert	071074008400000	6/10/2026
FLP2026-00144	Fuel Piping Permit	White Propane	071076133400000	6/5/2026
BLD2026-01470	Residential Solar - Roof-mounted	INGERSOLL-RESIDENTIAL ROOF-MOUNTED SOLAR	071073279700000	6/1/2026

Print Date: 6/15/2026

Page 1 of 1

**Building Permits Issued  
Between 6/15/2026 and 6/28/2026  
for Montreat City**

Case#	Case Type	Application Name	PIN	Issued Date
CBO2026-01531	Residential Combo Permit	J. Roddey	072015459200000	6/22/2026
BLD2026-00612	Residential New Deck	MARGARET GRAMLING-Enlarge and cover existing deck, possibly screen in-variable according to house roof line	071086508400000	6/17/2026

BLD2026-01010	Residential Addition and Renovation	THOMPSON/FULL HOME REMODEL	072007399000000	6/17/2026
PLM2026-00268	Plumbing Permit	LUFTGLASS/Waterline replacement	072018668500000	6/17/2026

Print Date: 6/29/2026

Page 1 of 1

# Montreat Inspections

Building Inspections  
Between 5/25/2026 and 6/7/2026  
for Montreat City

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2025-03117	Building Insulation	David Elkins	Pass	6/5/2026	Lower level exit corridors, laundry, and golf room. Per plan detail.

BLD2025-03485	Building Final	Grover Clark	Fail	6/5/2026	NEED 3RD PARTY INSPECTION WITH REGISTERED DESIGN PROFESSIONAL INSPECTION FORM UPLOADED TO PORTAL.
CBO2026-00566	Mechanical Final	Grover Clark	Pass	6/5/2026	
CBO2026-00566	Electrical Final	Grover Clark	Pass	6/5/2026	EXISTING POWER
BLD2026-00664	Plumbing Final	Grover Clark	Pass	6/4/2026	
BLD2026-00664	Building Final	Grover Clark	Pass	6/4/2026	
BLD2025-03466	Building Slab	Grover Clark	Fail	6/4/2026	NEED TERMITE TREATMENT CERTIFICATE AND NEED TO BE UPLOADED TO PORTAL.
					BASEMENT PUT IN PER PLAN DESIGN
BLD2025-03117	Building Frame	David Elkins	Pass	6/3/2026	LOWER LEVEL WALL FRAMING FOR EAST EXIT CORRIDOR, GOLF ROOM, LAUNDRY ROOM, MENS AND WOMENS BATHROOMS.
BLD2025-03117	Electrical Rough	David Elkins	Pass	6/3/2026	IN WALL ROUGH FOR GOLF ROOM, LAUNDRY ROOM, MENS AND WOMENS BATHROOMS LOWER LEVEL.
BLD2026-00703	Electrical Final	Grover Clark	Pass	6/3/2026	EXISTING POWER
BLD2026-00703	Building Final	Grover Clark	Pass	6/3/2026	EXISTING POWER
CBO2026-00403	Mechanical Final	Grover Clark	Pass	6/2/2026	
CBO2026-00403	Electrical Final	Grover Clark	Pass	6/2/2026	EXISTING POWER
ELE2026-00613	Electrical Final	Grover Clark	Pass	6/1/2026	EXISTING POWER
ELE2026-00613	Electrical Rough	Grover Clark	Pass	6/1/2026	
BLD2026-01047	Building Footing	Grover Clark	Pass	6/1/2026	3 #4 REBAR WITH #4 VERTICAL STEEL ON LOWER SIDE 24" O.C.
BLD2026-01047	Building Footing	Grover Clark	Fail	5/29/2026	not ready
BLD2025-03117	Mechanical Other	David Elkins	Pass	5/29/2026	DUCT SEAL INSPECTION FOR MAIN LEVEL MENS AND WOMENS LOCKER ROOMS.
BLD2026-00951	Building Insulation	Grover Clark	Pass	5/29/2026	R19 IN 2X6 WALLS. R19 WAS ADDED BETWEEN THE 1ST AND 2ND FLOOR.

BLD2026-01371	Building Insulation	Grover Clark	Pass	5/29/2026	R15 ADDED TO EXTERIOR WALLS IN LIVING ROOM AND BATHROOM BACK SIDE OF CABIN.
BLD2025-03117	Building Insulation	David Elkins	Pass	5/28/2026	INSULATION AND SOUNDPROOFING FOR WRESTLING ROOM, AND OFFICES OFF WRESTLING ROOM AND WEIGHT ROOM.
BLD2026-00951	Plumbing Re-Inspection	Grover Clark	Pass	5/27/2026	TEST ON DRAIN LINES GOOD 5 PSI
BLD2026-00951	Building Frame	Grover Clark	Pass	5/27/2026	PER ENGINEER'S DESIGN. UPLOADED TO PORTAL
BLD2026-01371	Building Frame	Grover Clark	Pass	5/27/2026	
BLD2026-01371	Mechanical Rough	Grover Clark	Pass	5/27/2026	MINI SPLIT
BLD2026-01371	Plumbing Rough	Grover Clark	Pass	5/27/2026	
BLD2026-01371	Electrical Rough	Grover Clark	Pass	5/27/2026	
BLD2026-00703	Building Final	Grover Clark	Fail	5/27/2026	BUILDING PORTION OF THIS IS GOOD BUT ELECTRICAL WORK HAS BEEN DONE ON THIS PORCH. NO ELECTRICAL ON PERMIT OR NO STAND-ALONE PERMIT HAS BEEN OBTAINED.
BLD2026-00951	Building Frame	Grover Clark	Fail	5/26/2026	NEED ENGINEERING FOR NEW LVL'S AND NEED PLUMBING ROUGH IN TO PASS.
BLD2026-00951	Electrical Rough	Grover Clark	Pass	5/26/2026	
BLD2026-00951	Plumbing Rough	Grover Clark	Fail	5/26/2026	NEED TEST ON ALL NEW DRAIN LINES

Print Date: 6/8/2026

Page 1 of 1

**Building Inspections  
Between 6/8/2026 and 6/21/2026  
for Montreat City**

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2026-01047	Building Slab	Grover Clark	Fail	6/18/2026	NOT READY

BLD2026-01047	Building Foundation	Grover Clark	Fail	6/18/2026		NOT READY
BLD2026-01047	Plumbing Under	Grover Clark	Pass	6/18/2026		TEST ON DRAIN LINES GOOD 5 PSI
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/17/2026		UPPER CORRIDOR, AND GOLF ROOM RATED CEILING. AREA OF REFUGE LOWER LEVEL.
BLD2025-03632	Building Frame	Grover Clark	Pass	6/17/2026		NON- LOAD BEARING WALLS ADDED FOR BATHROOM AND CLOSET
BLD2025-03632	Plumbing Rough	Grover Clark	Pass	6/17/2026		TEST ON BATHROOM DRAIN LINES GOOD 5 PSI AND WATER WAS ON WATER LINES FOR TEST.
BLD2025-03632	Mechanical Rough	Grover Clark	Pass	6/17/2026		BATH FANS AND ADDED 1 SUPPLY IN BATHROOM
BLD2025-03632	Electrical Rough	Grover Clark	Pass	6/17/2026		
BLD2025-03644	Building Frame	Grover Clark	Pass	6/17/2026		ENGINEERING PAPERWORK FOR CANTLEVIER IN PORTAL.
BLD2025-03644	Mechanical Gas Piping	Grover Clark	Pass	6/17/2026		TEST ON GAS LINE AND YARDLINE GOOD 30 PSI
BLD2025-03644	Electrical Rough	Grover Clark	Pass	6/17/2026		
BLD2025-03644	Mechanical Rough	Grover Clark	Pass	6/17/2026		
BLD2025-03644	Plumbing Rough	Grover Clark	Pass	6/17/2026		TEST ON WATER AND DRAIN LINES GOOD 100/5
BLD2025-03644	Plumbing Sewer Line	Grover Clark	Pass	6/17/2026		EMBEDDED, TRACER WIRE, AND CLEANOUT.
BLD2025-03644	Plumbing Water Line	Grover Clark	Pass	6/17/2026		3/4" PEX
MEC2026-00096	Mechanical Rough	Grover Clark	Pass	6/17/2026		DUCT WORK ABOVE CEILING
BLD2025-03117	Mechanical Rough	David Elkins	Pass	6/16/2026		DUCT SEAL CONCESSION AREAS.
BLD2025-03117	Electrical Above Ceiling	David Elkins	Pass	6/16/2026		CONCESSION AREAS. ADD THE THREE PUDDY PACS AS DISCUSSED FOR FRAMING.
BLD2026-00645	Building Final	David Elkins	Pass	6/15/2026		FILL IN AROUND DECK POSTS BEFORE OTHER BUILDING FINAL FOR REMODEL IS SCHEDULED.

BLD2026-00517	Plumbing Rough	David Elkins	Fail	6/15/2026	CONTRACTOR ASSISTANT SAID WORK WAS NOT READY FOR INSPECTION. I ARRIVED AT 3:20PM.
BLD2025-03117	Mechanical Temporary Gas	David Elkins	Pass	6/15/2026	ROOF TOP EQUIPMENT ONLY THING TO BE ENERGIZED. PRESSURE TEST ON BLACK IRON GAS PIPING SERVING UNITS OK.
BLD2025-03117	Building Frame	David Elkins	Pass	6/15/2026	CONCESSION AREA FRAME AND INSULATION.
BLD2025-03117	Building Insulation	David Elkins	Pass	6/15/2026	CONCESSION AREA FRAME AND INSULATION.
BLD2025-03117	Mechanical Temporary Power	David Elkins	Pass	6/15/2026	ROOF TOP EQUIPMENT ONLY THING TO BE ENERGIZED. PRESSURE TEST ON BLACK IRON GAS PIPING SERVING UNITS OK.
BLD2025-03117	Plumbing Temporary Power	Grover Clark	Pass	6/15/2026	ROOF TOP EQUIPMENT ONLY THING TO BE ENERGIZED. PRESSURE TEST ON BLACK IRON GAS PIPING SERVING UNITS OK.
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/12/2026	LOWER-LEVEL GOLF ROOM, LAUNDRY. UPPER-LEVEL CORRIDOR WALLS .
BLD2025-03117	Electrical Rough	David Elkins	Pass	6/12/2026	IN WALL INSPECTION FOR REDUNDANT GROUNDING CIRCUITS IN TREATMENT ROOM.
BLD2025-03117	Electrical Temporary Power	David Elkins	Pass	6/12/2026	INTERIOR PANELS, BONDING OF STEEL, WATER, AND GAS PIPING. HEATING AND COOLING EQUIPMENT. CONTRACTOR TO SCHEDULE MECHANICAL, PLUMBING, AND TEMP GAS FOR POWER RELEASE.
BLD2025-03117	Plumbing Rough	David Elkins	Pass	6/11/2026	MECH ROOM UPSTAIRS LOCKER ROOM AREA.
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Fail	6/11/2026	DOES NOT MEET UL RATING. REPLACE DRYWALL WHERE GAPS AFFECT CONTINUOUS RATING.
BLD2025-03117	Mechanical Rough	David Elkins	Pass	6/11/2026	DUCT SEAL AT ROOF CONNECTION.
BLD2025-02741	Electrical Final	David Elkins	Pass	6/11/2026	
BLD2025-02741	Plumbing Final	David Elkins	Fail	6/11/2026	NEED EXPANSION TANK FOR NEW WATER HEATERS. WATER HEATER MUST HAVE INDIRECT DRAIN OUTLET FROM CRAWL SPACE.
BLD2025-02741	Building Final	David Elkins	Fail	6/11/2026	COMPLETE MECHANICAL EXHAUST FOR DRYER. NEED EXPANSION TANK AND INDIRECT DRAIN OUTLET

BLD2025-03117	Building Frame	David Elkins	Pass	6/10/2026	FROM CRAWL SPACE FOR WATER HEATER. NEED VAPOR BARRIER UNDER NEW ADDITION. CORRECTIONS MADE TO LOWER LEVEL HAT CHANNEL IN GOLF ROOM, LAUNDRY, WOMENS RESTROOM.
BLD2025-03117	Electrical Rough	David Elkins	Pass	6/10/2026	UPPER LEVEL CONCESSION AREA AND CORRIDOR. LOWER LEVEL RATED CEILING ROUGH IN.
BLD2025-03485	Building Final	Grover Clark	Done	6/9/2026	3RD PARTY INSPECTION WITH REGISTERED DESIGN PROFESSIONAL FORM UPLOADED TO PORTAL
BLD2025-03117	Building Frame	David Elkins	Fail	6/8/2026	Hat channel edge spacing does not meet UL standard. Ensure channel is per UL where joints will be made.
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/8/2026	Lower level corridor walls on lake side only. Need all penetrations sealed for continuous rating as discussed for mud and tape inspection.
BLD2025-03485	Building Final	Grover Clark	Fail	6/8/2026	3RD PARTY INSPECTION INCOMPLETE. NEED PERMIT NUMBER ON DOCUMENT.

Print Date: 6/22/2026

Page 1 of 1

# Montreat Permits CO & COC Issued



## Building Permit CO's and COC's Issued Between 5/18/2026 and 5/31/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
BLD2026-00553	Residential New Deck	MCCARLEY PROPERTIES-RESIDENTIAL NEW DECK	071096181400000	5/21/2026

Print Date: 6/1/2026

Page 1 of 1

## Building Permit CO's and COC's Issued Between 6/1/2026 and 6/14/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
BLD2025-03485	Residential Retaining Wall	TUCKER-RETAINING WALL	071066406700000	6/9/2026
BLD2026-00664	Residential Renovation or Remodel	3/20/26 - amended - adding PLM to bury water line deeper below frost line under crawlspaceCROSSLIN/RENOVATION	072018159300000	6/4/2026

BLD2026-00703	Residential New Deck	5/27/26 - AMENDED add three new circuits for new covered porch install two heaters, receptacles, and fan light - Fraser/Roof Over Existing Patio	072007494600000	6/3/2026
---------------	----------------------	--	-----------------	----------

Print Date: 6/15/2026

Page 1 of 1

**Building Permit CO's and COC's Issued  
Between 6/15/2026 and 6/28/2026  
for Montreat City**

<b>Case#</b>	<b>Case Type</b>	<b>Application Name</b>	<b>PIN</b>	<b>Issued Date</b>
BLD2026-01022	Residential New Deck	WALKUP/REBUILD EXISTING DECK	072008957900000	6/23/2026

Print Date: 6/29/2026

Page 1 of 1



# Request for Proposal Town of Montreat, NC

Residential Waste and Recyclable Material Collection and Disposal Services

RFPID: A051126.04

July 02, 2026



696 Riverside Drive  
Asheville, NC 28801  
Main: (828) 645-0660

[www.ConsolidatedWasteServices.com](http://www.ConsolidatedWasteServices.com)

# Proposal Contents

Update Fields

Section	Item
1	Cover Letter
2	Company Profile and Experience
3	Personnel Qualifications
4	Residential Equipment Listing
5	Technical Approach (Execution Plan)
6	Public Education Support Plan (Example)
7	Proof of Insurance
8	Professional References
9	CWS Safety Rules

# Section 1 - Cover Letter



**@WO**  
CONSOLIDATED WASTE SERVICES

May 28, 2026

Barry Creasman  
Public Works Director  
Town of Montreat, NC

Reference: Residential Waste and Recyclable Material Collection and Disposal Services

Dear Mr. Creasman,

Consolidated Waste Services is pleased to submit this proposal which includes all the labor and equipment required to complete the work as described in your Request For Proposal. This revised proposal is valid for 30 days.

Schedule:

- Schedule to be submitted and accepted by the Town of Montreat prior to contract execution
- Workday Exceptions
  - New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, (Landfill Closures)

Clarifications:

- Fluctuations in the number of active participants (households) may affect the billing/contract value (monthly billing will be reconciled for correct household numbers).
- Proposal assumes a contract term of 1 year with 4-year renewal
- Proposal assumes that all the Town of Montreat participants will utilize bear resistant containers or approved bear resistant container systems with capacity up to 95 gallons.
- Proposal includes plastic bags tied off appropriately not exceeding 35 lbs. in weight acceptable
- Recyclable waste will be collected in accordance with the Town of Montreat Sanitation Ordinance and established recycling procedures.
- Route adjustment or the addition of services dictated by the Town of Montreat may be additional cost and will be discussed with the appropriate Montreat representatives prior to execution of work.

Pricing:

Lump Sum Total Per Household:

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
<b>Trash</b>	\$12.45	\$12.45	\$13.07	\$13.72	\$13.72
<b>Recycle</b>	\$3.03	\$3.03	\$3.18	\$3.34	\$3.34

**\*\* If the cost of diesel fuel exceeds \$4.50 per gallon then there will be an additional 10.5% surcharge added to the total monthly bill\*\***

Exclusions:

- Proposal does not include pricing for the disposal of solid waste and recycling. Waste disposal at the county "Buncombe County Landfill" will be paid by the Town of Montreat. Fines or charges for contaminated loads will be billed back to the Town of Montreat (Curbside Management or Buncombe County).
- Special Events or Service Adjustments

We appreciate the opportunity to submit pricing for the disposal of residential solid waste and recycling materials. The Consolidated Waste Services team looks forward to working with you and the residents of the Town of Montreat, NC.

## Section 2 - Company Profile and Experience



*@*WO  
CONSOLIDATED WASTE SERVICES

# Western North Carolina's Trusted Industrial Waste Management Service

Consolidated Waste Services is the trusted provider for affordable and effective residential, industrial and commercial waste removal and disposal for multiple Counties and Municipalities in Western North Carolina.

With over 50 years of combined experience in innovative and sustainable waste management solutions, Consolidated Waste Services will ensure that your trash and recycling removal and disposal are completed with professionalism and reliability.

## **Scott Welch, Founder and President**

Scott launched Consolidated Waste Services in 2003 with nothing more than a truck, a container, and himself. Utilizing the skills and knowledge he has developed over his 22 years of experience in the industry, Scott has grown the CWS business into the multi-million-dollar company that it is today, providing services in seven of the Western North Carolina mountain counties.

Today, Scott is in charge of the day-to-day business development activities, aiming to further increase the capabilities, service area, and overall growth of Consolidated Waste Services. Building the business on the cornerstone of providing excellent services as efficiently as possible is why CWS is the preferred choice for industrial and residential waste management services.

## **Morgan Alexander, Vice President**

Post graduation from Appalachian State University Morgan has been involved in all aspects of the industry, ranging from recycling and disposal of solid waste, the collection process and the operation of Material Recovery Facilities.

Morgan focuses on developing and delivering service solutions, providing outstanding client service, and driving effective growth for the Consolidated Waste Services business.

## **Robert M. Pettus, Operations**

A graduate of Appalachian State University, Robert has nearly 20 years of experience managing and constructing large scale capital oil and gas projects in Texas, North Dakota, Wyoming and the Southeastern United States. Robert joined the Consolidated Waste Services team in 2024 where he utilizes his field experience to assist Scott and Morgan with day to day operational business continuity.

Robert is responsible for the management and maintenance of the CWS truck fleet as well as ensuring that CWS provides best in class waste management solutions for our partners and customers.

# Section 3 - Personnel Qualifications



**@WO**  
CONSOLIDATED WASTE SERVICES

## **Curtis Ray Mason (Residential Lead/Driver)**

### **Consolidated Waste Services**

**2022-Current**

- Residential Lead Driver ensuring that the residential teams have what is required of them in order to complete collection, disposal and safe driving in accordance with CWS requirements and guidelines.
  - Review residential routes for assigned customers to ensure efficiency
  - Work with municipalities to ensure all collections are made appropriately (permanent and seasonal occupancy)
  - “Fill-in” driver when needed to ensure continuity of service
- Roll-Off and Hook Lift Driver
  - When assigned deliver, pick-up, swap and dispose of waste using 40yrd, 30yrd and 20yrd dumpsters using roll-off trucks as well as 10yrd and 17yrd hook lift dumpsters.

### **Dragontoe Transport**

**2021-2022**

- Owner/Operator of tow trucks, cable trucks and rollbacks

### **Carter Septic Tank**

**2021-2022**

- Driver/Technician of pump trucks
- Septic Tank Cleaner

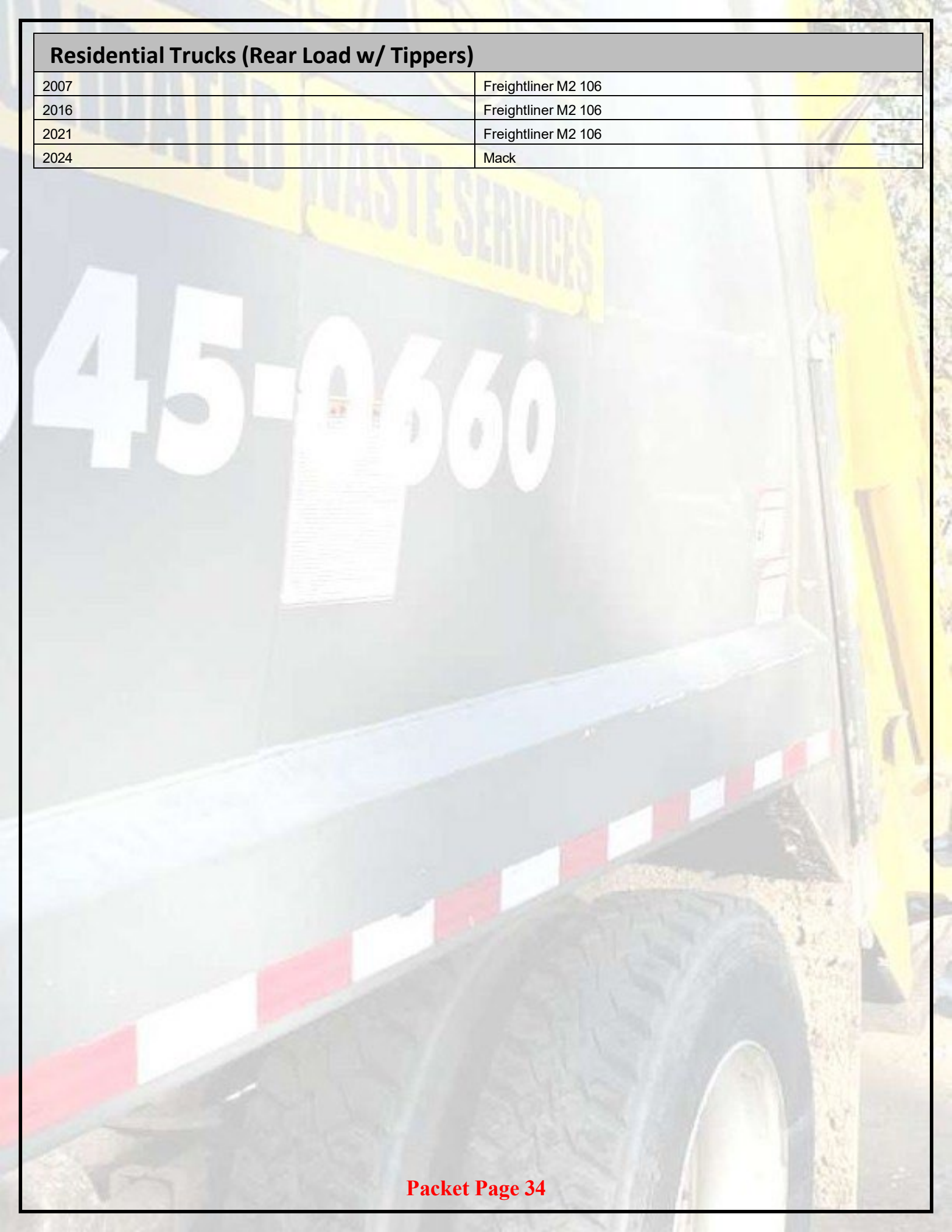
# Section 4 - Equipment Listing



**@WO**  
CONSOLIDATED WASTE SERVICES

## Residential Trucks (Rear Load w/ Tippers)

2007	Freightliner M2 106
2016	Freightliner M2 106
2021	Freightliner M2 106
2024	Mack



# Section 5 - Technical Approach (Execution Plan)



**@WO**  
CONSOLIDATED WASTE SERVICES



## Town of Montreat, NC Residential Waste and Recyclable Material Collection and Disposal Service

### Technical Approach (Project Execution Plan)

5/11/2026

Revision Date	Rev	Description of Change	Approved By
5/11/2026	0	Initial Issue	Robert M. Pettus

#### 1.0 PURPOSE

The purpose of this execution plan is to propose procedures and standards for collection of residential waste, recyclable material and cardboard from the residents of the Town of Montreat, NC for disposal in accordance with applicable permits, procedures and contract agreements. The objective of the execution plan are as follows:

- Establish Processes, Procedures, Schedule and Responsibilities for key stakeholders.
- Develop Communication Plan
- Outline identified Safety Risks with Mitigative Measures

#### 2.0 CONTRACTOR EXPERIENCE

Consolidated Waste Services (CWS) specializes in providing timely waste management services for residential and commercial clients. CWS safely and efficiently provides solutions while maintaining a second-to-none reputation as a trusted partner for our customers, sub-contractors and vendors. Drawing on the experience of our managers and drivers, CWS has established itself as the Contractor Partner of choice for several municipalities in Western North Carolina.

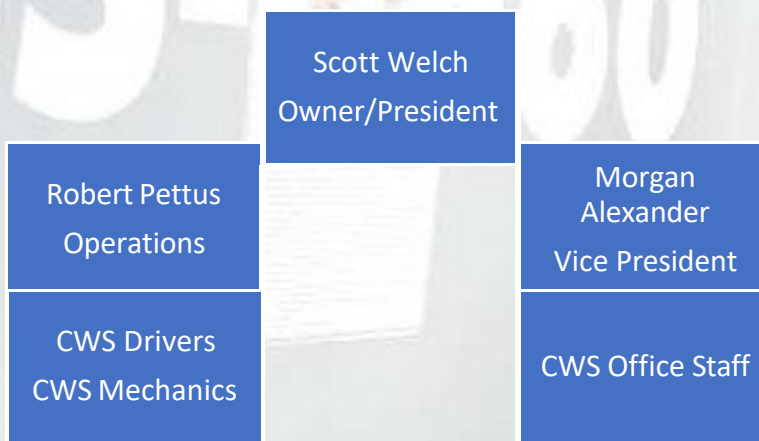
### 3.0 PROJECT WORK SCHEDULE

CWS will execute waste and recycling service as agreed upon and accepted by both CWS and the Town of Montreat, NC representatives.

#### 3.1 Schedule Deviation and Notification

CWS works daily to mitigate any factors that may require schedule deviation. In order to ensure that CWS is providing the best service possible to its customers and clients, CWS maintains all equipment in accordance with manufacturer recommendations and settings. In the event that severe weather affects CWS's ability to service the residents of Montreat, NC, CWS will immediately notify Montreat representatives and develop a strategy and scheduling pickup.

### 4.0 ORGANIZATIONAL CHART



### 5.0 WORK PLAN

As with current CWS municipal customers, CWS will plan to deploy the residential team from the Corporate Office location on Riverside Drive in Asheville, NC. On assigned days, the CWS residential services team will pick up and dispose of the Town of Montreat waste and recycling in accordance with applicable permits, plans and contract documents. The typical truck crew "mix" will consist of licensed driver and (1) waste "slingers". The driver's primary focus is route adherence, schedule management and the safety of the CWS crew, equipment as well as the affected public.

CWS will utilize its existing fleet of residential trucks in order to service the Town of Montreat residents.

<u>Truck Number</u>	<u>Year</u>	<u>Make/Model</u>	<u>Status</u>
03-33	2016	Freightliner M2 106	Primary Service
03-44	2021	Freightliner M2 106	Primary Service
03-60	2024	Mack	Primary Service
03-21	2007	Freightliner M2 106	Backup Truck

**\*\*CWS is currently forecasting the procurement of an additional residential truck in 2026/2027\*\***

After pickup of solid waste and recyclable material from applicable residents, CWS will dispose of the waste as appropriate at the disposal facility. CWS drivers will retain the scale tickets in order for CWS AP representatives to accurately complete billing

as needed. The CWS drivers, just as with the waste, will retain the scale tickets in order for CWS representatives to complete monthly billing.

## 6.0 COST MANAGEMENT

CWS bills their municipal partners monthly for the services provided. In order to ensure timely and accurate billing, CWS will work with the Town of Montreat representatives for the assurance that the appropriate household count is being billed. Invoices will be sent monthly with appropriate breakdown of number of households as well as tonnage amount. Scale House tickets will be provided for backup data with each billing.

## 7.0 PROJECT REPORTING

CWS will supply the Town of Montreat with accurate reporting quarterly. Each report will be supplied to the Town of Montreat no later than the 15<sup>th</sup> of the preceding month and shall detail solid waste tonnage, recyclable tonnage and the number of contamination tags that have been issued.

## 8.0 QUALITY MANAGEMENT

CWS takes pride in the assurance that waste and recycling is being picked up and disposed of appropriately and in a timely manner. CWS employs local drivers that are vested in the wellbeing of the local communities. CWS has also employed “backup” drivers capable of operating multiple pieces of equipment to ensure that there are no service gaps due to manpower constraint. In addition, CWS has employed (4) full-time mechanics to manage mechanical failures that may occur due to normal wear and tear and the need to operate at higher elevations for customers. CWS typically utilizes (2) residential trucks for existing customers’ workload while maintaining (2) additional trucks as backup in the event there are mechanical issues that may require prolonged downtime. The CWS team also utilizes daily reporting from the crews’ detailing residences that do not have receptacles or trash/recycling out at the time of pickup as well as utilization of the town approved “Oops” tags. In the event that the Town of Montreat representatives receive feedback about a missed stop or any other service concern, CWS will directly work with the team to ensure timely resolution – within 24hrs as outlined in the RFP.

## 9.0 COMMUNICATIONS PLAN

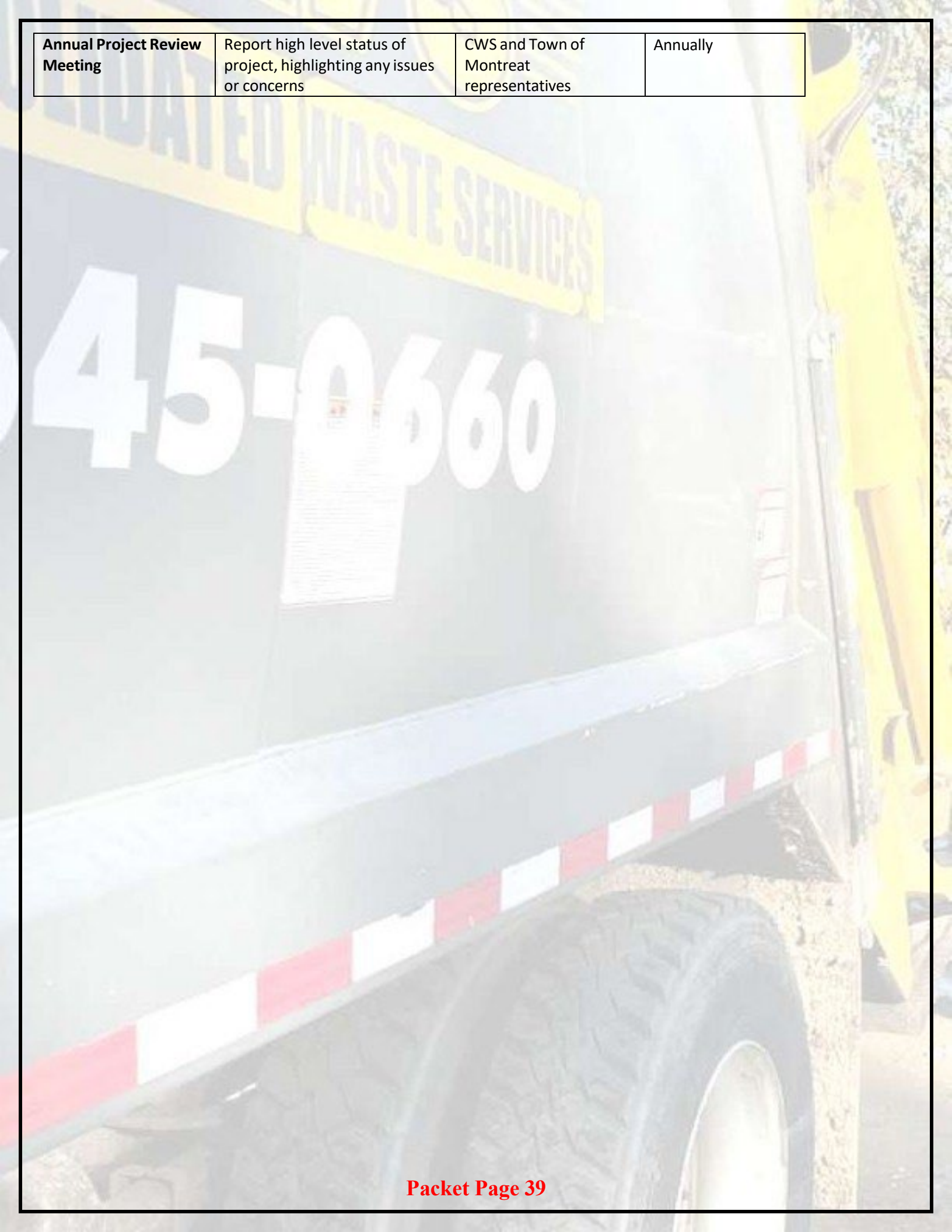
Description	Purpose	Attendees	Frequency
<b>General Status Update</b>	Review current status of project, highlight any issues or concerns and identify/assign required corrective actions	Representatives of the Town of Montreat, Robert Pettus and Morgan Alexander	Quarterly (Issue requiring immediate attention will be discussed ASAP)
<b>Project Reporting</b>	Provide solid waste tonnage, recyclable material tonnage and the contamination tags issued.	Representatives of the Town of Montreat, Robert Pettus and Morgan Alexander	Quarterly (no later than the 15 <sup>th</sup> of the preceding month)
<b>Cost/Billing</b>	Questions regarding billing or potential cost forecast	Representatives of the Town of Montreat, Robert Pettus, Morgan Alexander, CWS AP Rep.	As-Needed (Via Phone or Email)

**Annual Project Review Meeting**

Report high level status of project, highlighting any issues or concerns

CWS and Town of Montreat representatives

Annually



# Section 6 - Public Education Support Plan (Example)



DON'T TANGLE OR CONTAMINATE  
**RECYCLE MORE**  
FOR A GREENER STATE



## PLASTIC

Bottles, tubs, jugs and jars



No puns

Empty and clean

## METAL

All cans



Empty and clean

## GLASS

Bottles and jars



Empty and clean

## PAPER

Paper, cartons and cardboard



Flatten cardboard

**WHEN IN DOUBT, THROW IT OUT!**



# Section 7 - Proof of Insurance



**@WO**  
CONSOLIDATED WASTE SERVICES

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 Howard W. Phillips & Company 80 M street, SE Suite 350 Washington DC 20003	AGENT Sarah Ahmed rAH.9N.t . . . . 202-351-0256		ITQC Nol: 202-331-8452	
	iJss: certificates@hwphillips.com			
	INSURER(S) AFFORDING COVERAGE		NAICI	
	INSURERA: Erie Insurance Comoanv		26263	
	INSURERB: Erie Insurance Exchange		26271	

INSURED consolidated Waste Services, LLC CO SWAS-02  
 consolidated Waste Services of Haywood County, Inc.  
 61 Azalea Drive  
 Weaverville NC 28787

COVERAGES CERTIFICATE NUMBER: 40480949 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.

INSURER	TYPE OF INSURANCE	ACORD SUBFORM	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRES	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY LOC OTHER:		061-0253573	2/1/2025	2/1/2026	EACH OCCURRENCE \$1,000,000 UMBRELLA EXCESS LIABILITY \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OPAGG \$2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		002-0140591	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$ \$
	UMBRELLA LIABILITY EXCESS CLAIMS-MADE COED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH) OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101. Additional Remarks Schedule may be attached if more space is required)  
 THIS CERTIFICATE OF INSURANCE REFLECTS THE COVERAGE CURRENTLY IN EFFECT AND MAY NOT MEET ANY SPECIFIC CONTRACT REQUIREMENTS. PLEASE REFER TO THE POLICY DOCUMENTS FOR DETAILS ON ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION, AND NOTICE OF CANCELLATION PROVISIONS THAT MAY APPLY. ANY JOB OR EVENT NUMBER, NAME, OR DESCRIPTION LISTED IS FOR REFERENCE PURPOSES ONLY AND DOES NOT IMPLY COVERAGE UNDER THE POLICIES. IT IS THE RESPONSIBILITY OF THE CERTIFICATE HOLDER TO VERIFY THAT THE COVERAGE MEETS THEIR REQUIREMENTS

# Section 8 - Professional References



**@WO**  
CONSOLIDATED WASTE SERVICES

## Professional References

### **Vickie Best**

Maggie Valley Town Manager

828-926-0866

[vbest@maggievalleync.com](mailto:vbest@maggievalleync.com)

### **Pam James**

Lake Junaluska Office Manager

828-452-5911

[pjames@lakejunaluska.com](mailto:pjames@lakejunaluska.com)

### **Kris Boyd**

Deputy County Manager, Haywood County

828-452-6650

[kris.boyd@haywoodcountync.com](mailto:kris.boyd@haywoodcountync.com)

### **Lynn Austin**

County Manager, Yancey County

828-682-3971

[lynn.austin@yanceycountync.com](mailto:lynn.austin@yanceycountync.com)

# Section 9 - CWS Safety Rules



**@WO**  
CONSOLIDATED WASTE SERVICES



## SAFETY RULES

### General

1. All accidents, injuries and near misses must be reported to your supervisor, immediately.
2. Immediately correct, or report any unsafe acts or conditions to your Supervisor, and warn any employees who may become involved.
3. If you have any doubt regarding the safety of a job procedure, consult with your immediate supervisor before proceeding with the task.
4. If an item of protective equipment is required by the job-site, or for the job you are doing, (i.e. hard hat, hearing protection, safety glasses, gloves, respirator, fall protection, lifejackets) consider the use of that equipment as a condition of employment. The minimum clothing and personal protective equipment that is required is:
  - a. Steel-toed safety footwear with above the ankle support (CWS approved),
  - b. Hi-visibility vest (CWS approved),
  - c. Short-sleeved shirt (summer), long pants.
  - d. Hard hats (if required)
5. Inspect tools and equipment daily, ensure all guards and safety devices are in place and functional. Misuse or willful damage of company tools and equipment is strictly prohibited.
6. Maintain good housekeeping in the workplace. Do not allow materials to gather on floors, platforms, ramps, stairs or walkways as to become a tripping hazard.
7. Hazardous materials must be identified, stored and handled in accordance with the Workplace Hazardous Materials Information System (WHMIS) regulations.
8. Never work alone in isolated areas unless arrangements have been made for periodic checks with another person.
9. Fighting, scuffling, horseplay, practical jokes and theft are prohibited.
10. The use of alcoholic beverages and drugs (including prescription or over the counter medications which may cause impairment) is strictly forbidden on the job or job-site. No person shall enter a job site while his or her ability to work is impaired.
11. Smoking in non-smoking areas (offices, plant offices, flammable areas, particular job locations) is strictly forbidden.
12. No worker shall ride on the outside of equipment unless the vehicle has been designed or modified for this purpose. All workers are to ride in the cabs of vehicles.
13. Seatbelts must be worn when operating equipped machinery, and company vehicles.
14. Never do maintenance or work under, on, or around a piece of running equipment. Shut it off and lock it out until your work is completed.
15. No worker shall operate damaged tools, equipment or machinery. If it is not operating correctly, or needs maintenance, "tag it" out of service, fill out an equipment repair form, and return it to the Operations Manager.
16. No worker shall operate or use any equipment in a manner that endangers themselves or other workers. Only persons properly trained and authorized by their Supervisor shall operate any equipment or machinery.
17. Comply with the requirements of the Safety Program and other applicable regulations.

**Failure to comply with these rules will result in disciplinary action up to and including termination.**

## **Zoning Administrator / Project Manager**

The Town of Montreat is seeking a motivated, detail-oriented professional to serve as its Zoning Administrator / Project Manager. This position plays a key role in administering the Town's land development regulations, assisting residents and developers through the permitting process, managing municipal planning projects, and supporting the Town Manager with various Helene recovery related projects and planning efforts.

Nestled in the beautiful Blue Ridge Mountains of Western North Carolina, Montreat is a unique mountain community known for its natural beauty, environmental stewardship, and strong sense of community. This position offers the opportunity to work on a variety of planning, zoning, floodplain management, infrastructure, and capital improvement projects while collaborating with residents, consultants, elected officials, and regional partners.

The successful candidate will work under the direction of the Town Manager and will serve as the Town's primary zoning administrator while managing assigned planning and capital projects.

## **Essential Duties and Responsibilities**

### **Zoning Administration**

- Administer and enforce the Town's Zoning Ordinance and other applicable land use regulations.
- Review zoning permits, site plans, subdivisions, variances, special use permits, and other development applications for compliance with Town ordinances and applicable state regulations.
- Conduct site inspections to ensure compliance with approved plans and applicable codes.
- Interpret zoning regulations and provide guidance to residents, property owners, developers, architects, engineers, and contractors.
- Maintain accurate zoning, permitting, and development records.
- Coordinate development review with Buncombe County, state agencies, and other regulatory partners as necessary.
- Serve as the Town's Floodplain Administrator and administer the National Flood Insurance Program (NFIP), including review of floodplain development permits.

### **Planning & Project Management**

- Serve as project manager for assigned capital improvement, infrastructure, resiliency, grant-funded, and planning projects.
- Coordinate with engineering consultants, contractors, utility providers, regulatory agencies, and other stakeholders throughout project development and implementation.
- Monitor project schedules, budgets, grant requirements, and contract compliance.
- Assist in the preparation of grant applications and administration of awarded grants.
- Prepare maps, reports, presentations, staff reports, and supporting documentation for the Planning Board, Board of Adjustment, and Town Council.

- Assist with updates to the Comprehensive Plan, zoning ordinance amendments, and other long-range planning initiatives.

### **Public Meetings & Customer Service**

- Prepare meeting agendas, staff reports, presentations, and recommendations for appointed boards and Town Council.
- Attend evening meetings of the Planning Board, Board of Adjustment, Town Council, and other committees as assigned.
- Explain planning processes, zoning regulations, floodplain requirements, and development standards to the public.
- Respond to inquiries from residents, developers, surveyors, engineers, contractors, and public officials in a professional and timely manner.

### **Other Duties**

- Maintain GIS mapping and property information as needed.
- Coordinate with Public Works, Police, consultants, and regional partners on planning and development matters.
- Assist with emergency management and post-disaster recovery planning related to land use and floodplain management.
- Research state and federal regulations affecting municipal planning and zoning.
- Perform other duties as assigned by the Town Manager.

### **Minimum Qualifications**

- Bachelor's degree in planning, public administration, geography, environmental science, or a closely related field; or an equivalent combination of education and experience.
- Experience in municipal planning, zoning administration, project management, code enforcement, engineering, or related governmental work preferred.
- Working knowledge of North Carolina land use law, zoning administration, floodplain management, and municipal development processes.
- Ability to interpret ordinances, maps, site plans, surveys, engineering drawings, and legal descriptions.
- Strong organizational, analytical, and problem-solving skills.
- Excellent written and verbal communication skills.
- Ability to establish and maintain effective working relationships with elected officials, staff, consultants, contractors, developers, and the general public.
- Proficiency with Microsoft Office.
- Ability to attend evening meetings as required.
- Possession of a valid North Carolina driver's license or the ability to obtain one within six months of employment.

### **Required Certifications**

- Certified Zoning Official (CZO) certification through the North Carolina Association of Zoning Officials (NCAZO) is required. Applicants who do not currently possess the certification must obtain it within twelve (12) months of employment.
- Certified Floodplain Manager (CFM) certification is preferred or must be obtained within a timeframe established by the Town Manager.

### **Physical Requirements**

Work is performed in both an office and field environment and includes occasional walking over uneven terrain, climbing slopes, conducting site inspections, lifting up to 25 pounds, and operating a motor vehicle. Evening meetings and occasional emergency response related to storm events or disaster recovery may be required.

### **Benefits**

The Town of Montreat offers a competitive salary and benefits package, including participation in the North Carolina Local Government Employees' Retirement System, paid holidays, vacation and sick leave, health insurance, professional development opportunities, and certification support.

The deadline for application is: **Open until filled.**

Salary Range: \$26.99 – \$28.50

*Hiring salary will be determined based on qualifications and internal equity.*

## **MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES**

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Montreat (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

#### **2. Grant Awarded to the NC League of Municipalities.**

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with Disaster Recovery Services, including technical assistance for Hurricane Helene recovery efforts. The OSBM Grants are the source of funding for this Agreement.

#### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

#### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.
- b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

**5. Additional Services.**

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

**6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

**7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor’s receipt of Notice of Termination.

**8. Duties of the Municipality.**

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

**Article II. Scope of Funded Activities.**

**1. Scope of Services; Fees; Prior Approval.**

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

### **Article III. Compensation.**

#### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

#### **2. Invoices.**

Invoices for Contractor Services shall be submitted to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

### **Article IV. Compliance with Grant Agreements and Applicable Laws.**

#### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

- 1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.
- 4) If eligible, the Municipality shall:
  - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
  - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

#### **2. Conflicts of Interest; Gifts & Favors.**

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

### **4. Publications.**

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

## **Article V. Limitations of Liability**

### **1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

#### **Article VI. General Conditions.**

##### **1. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

##### **2. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

##### **3. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

##### **4. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

##### **5. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

##### **6. North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

**7. E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League’s knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**8. Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**9. Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF MONTREAT**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

**Exhibit A**  
**League Services**

**In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.**

**1. Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

**2. Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

**3. Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

**4. Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

**5. Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

## **Exhibit B**

### **Contractor Services**

Parker Poe will provide Municipality with legal representation and advice in connection with disaster recovery and response planning as contemplated under the Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) and as may be permitted through future legislative acts by the North Carolina General Assembly.

The hourly rates for all Parker Poe attorneys will be **\$430** per hour. Parker Poe will utilize published rates for paralegals which range from **\$200** to **\$300** per hour. Those rates will be in effect until modified by the firm in accordance with rate evaluations which generally take place on October 1st of each year. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Unless otherwise instructed in writing, Parker Poe will direct invoices via email to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Unless otherwise agreed to in writing between the firm and the League, legal services invoiced under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000).

**RESOLUTION TO APPROVE DISASTER RECOVERY MEMORANDUM OF AGREEMENT  
WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES**

**WITNESSETH:**

**WHEREAS**, the Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts which may fund services provided under this Agreement.

**WHEREAS**, the Grant Agreements (OSBM Grants) enable the League to provide its municipal members with Disaster Recover Services, including technical assistance for Hurricane Helene recovery efforts.

**WHEREAS**, the OSBM Grants are the source of funding for services described in the Disaster Recovery Memorandum of Agreement with the League, which is attached hereto as Exhibit A.

**WHEREAS**, municipalities wishing to receive such services are required to execute the Disaster Recovery Memorandum of Agreement.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD/COUNCIL OF THE VILLAGE/TOWN/CITY/TOWN OF MONTREAT:**

1. That the Disaster Recovery Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League’s Disaster Recovery Services funded by the OSBM Grants defined herein.

Adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

VILLAGE/TOWN/CITY OF MONTREAT

By: \_\_\_\_\_  
(Name)  
Mayor

ATTEST:

\_\_\_\_\_  
(Name)  
Town Clerk

**Exhibit A**

DISASTER RECOVERY MEMORANDUM OF AGREEMENT (MOA).

## **MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES**

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Montreat (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

#### **2. Grant Awarded to the NC League of Municipalities.**

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with Disaster Recovery Services, including technical assistance for Hurricane Helene recovery efforts. The OSBM Grants are the source of funding for this Agreement.

#### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

#### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.
- b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

**5. Additional Services.**

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

**6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

**7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor’s receipt of Notice of Termination.

**8. Duties of the Municipality.**

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

**Article II. Scope of Funded Activities.**

**1. Scope of Services; Fees; Prior Approval.**

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

### **Article III. Compensation.**

#### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

#### **2. Invoices.**

Invoices for Contractor Services shall be submitted to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

### **Article IV. Compliance with Grant Agreements and Applicable Laws.**

#### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

- 1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.
- 4) If eligible, the Municipality shall:
  - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
  - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

#### **2. Conflicts of Interest; Gifts & Favors.**

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

### **4. Publications.**

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

## **Article V. Limitations of Liability**

### **1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

#### **Article VI. General Conditions.**

##### **1. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

##### **2. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

##### **3. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

##### **4. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

##### **5. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

##### **6. North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

**7. E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League’s knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**8. Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**9. Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF MONTREAT**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

**Exhibit A**  
**League Services**

**In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.**

**1. Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

**2. Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

**3. Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

**4. Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

**5. Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

## **Exhibit B**

### **Contractor Services**

Parker Poe will provide Municipality with legal representation and advice in connection with disaster recovery and response planning as contemplated under the Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) and as may be permitted through future legislative acts by the North Carolina General Assembly.

The hourly rates for all Parker Poe attorneys will be **\$430** per hour. Parker Poe will utilize published rates for paralegals which range from **\$200** to **\$300** per hour. Those rates will be in effect until modified by the firm in accordance with rate evaluations which generally take place on October 1st of each year. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Unless otherwise instructed in writing, Parker Poe will direct invoices via email to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Unless otherwise agreed to in writing between the firm and the League, legal services invoiced under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000).

RESOLUTION  
ADOPTING THE BUNCOMBE MADISON REGIONAL  
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Montreat are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Montreat desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS Montreat has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Board of Commissioners of the Town of Montreat to fulfill this obligation in order that Montreat will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting Montreat;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Montreat hereby:

1. Adopts the Buncombe Madison Regional Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 9<sup>th</sup> day of July 2026.

\_\_\_\_\_  
Name, Mayor  
Montreat Board of Commissioners

Attest:

\_\_\_\_\_  
Name, Town Clerk

Montreat Board of Commissioners

Certified by: \_\_\_\_\_(SEAL)

Date: \_\_\_\_\_



NORTH CAROLINA  
Environmental Quality

June 10, 2026

JOSH STEIN  
Governor  
D. REID WILSON  
Secretary  
SHADI ESKAF  
Director

Savannah Parrish, Town Manager  
Town of Montreat  
PO Box 423  
Montreat, NC 28757

Subject: Letter of Intent to Fund  
Town of Montreat  
Montreat Resiliency Project  
SRF Helene Rolling Application Cycle  
SWIA Award Date: April 15, 2026  
**Project No.:** SRF-D-HEL-0064  
**Agreement ID:** 2000089302

Dear Manager Parrish:

The North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI) has reviewed your funding application for the project listed above, and we're pleased to share that the State Water Infrastructure Authority (SWIA) has determined your project is eligible for funding through the State Revolving Fund Supplemental Appropriations for Hurricanes Helene and Milton and the Hawai'i Wildfires (referred to as the "SRF Helene" funds).

These funds are intended to support projects that strengthen infrastructure resilience either by reducing flood risk and vulnerability or by improving preparedness for rapid hydrologic changes and other natural disasters. The funding information is as follows:

**Funding Information**

<b>Funding Source:</b>	Drinking Water State Revolving Fund (DWSRF) Helene Funds
<b>Total Funding Amount*:</b>	\$4,845,000 total funding including: \$4,845,000 Principal Forgiveness (PF) Total award includes \$4,845,000 in PF and \$0 in Loans
<b>Loan Term:</b>	Not Applicable
<b>Total Project Cost:</b>	\$4,845,000
<b>Fee:</b>	2% of the funding amount to be invoiced after bids are received; (eligible for financing with Principal Forgiveness)



Manager Parrish  
 June 10, 2026  
 Page 2 of 5

**DWI Project Manager:**  
 Walker Brown  
 Walker.Brown@deq.nc.gov  
 919-707-3891

**Viable Utility Contact (if distressed):**  
 (not applicable)

Please note that this intent to fund is contingent on DWI receiving funds from the US EPA, approval of the loan portion through the Local Government Commission (if applicable), and on meeting all the following milestones:

<u>Milestone*</u>	<u>Date</u>
Engineering Report/Environmental Information Document Submittal**	10/1/2026
Engineering Report Approval***	3/1/2027
Bid and Design Package Submittal	9/1/2027
Bid and Design Package Approval	1/3/2028
Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority to Award	5/2/2028
Execute Construction Contract(s)	8/2/2028

\*Failure to meet any milestone may result in the forfeiture of funding

\*\* SRF Projects require an Environmental Information Document as part of the Engineering Report

**Submittals and Disbursement**

All project documents must be submitted via Laserfiche:

<https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>.

Funds are reimbursed for eligible, documented costs after they are incurred and approved by DWI. Advance disbursement requests require contractor payment within three business days. Costs incurred since the onset of the hurricane may be eligible if all SRF Helene requirements were met at the time incurred.

Prior to the first disbursement, required documents will include, but are not limited to:

1. Executed funding offer and Conditions & Assurances
2. Governing body resolution accepting the award (sample attached)
3. Federal Tax ID / UEID form (attached)
4. Sales tax certification (attached)
5. Executed contracts and service agreements
6. Engineering Services Procurement Certification (attached)
7. Site Certification (if applicable)

Manager Parrish  
June 10, 2026  
Page 3 of 5

DWI will notify you when these documents are required. Loan components must receive LGC approval prior to disbursement.

### **Disbursement of Funds**

If the Recipient requests disbursement before paying contractors, payment to contractors must be made within three business days of receiving the funds.

Project costs incurred since the onset of the hurricane may be eligible for disbursement if they are within the approved project scope and all SRF Helene requirements were met at the time the costs were incurred.

After required documents have been reviewed and approved, the Recipient will request disbursements through the DWI's EBS system at: <https://www.ebs.nc.gov/logon/index.html>. A reference copy of the Disbursement Request Form, access to the EBS portal, and frequently asked questions are available on the DWI website at: <https://www.deq.nc.gov/construction-disbursement-funds>.

### **Document Naming Conventions and Identification Requirements**

To support timely review and processing, all required documents must be clearly named and properly identified when submitted through Laserfiche or any other designated portal.

Please use clear, consistent file names in the following format:

Project Number\_Document Type\_Date

(Example: SRP-W-ARP-0000\_Resolution\_2025-01-18.pdf)

Using this naming convention helps ensure documents are correctly categorized and processed without delay.

#### **Examples:**

- SRP-W-ARP-0000\_Resolution\_2025-02-10.pdf
- SRP-D-ARP-0000\_ExecutedEngineeringContract\_2025-01-15.pdf
- SRP-W-134-0000\_UEIForm\_2025-02-01.pdf
- SRP-W-ARP-0000\_InsuranceCertificate\_2025-03-05.pdf
- SRP-D-134-0000\_SiteCertification\_2025-01-30.pdf

### **Additional Requirements**

Projects must comply with:

- N.C.G.S. 143-64.31 (Engineering Procurement)
- Davis-Bacon wage requirements
- American Iron and Steel provisions
- LGC debt approval and legislative notification requirements, if applicable
- Annual audit compliance

Manager Parrish

June 10, 2026


Page 4 of 5

Topic	Requirement
<b>Engineering Services Procurement</b>	All projects must comply with N.C.G.S. 143-64.31 (Article 3D) governing procurement of architectural, engineering, and surveying services. Qualification-based selection cannot be waived under N.C.G.S. 143-64.32. Any services procured outside of federal and state requirements will be ineligible for disbursement.
<b>Davis-Bacon &amp; American Iron and Steel (AIS)</b>	All SRF-funded projects must comply with Davis-Bacon prevailing wage requirements and American Iron and Steel provisions. Standard specifications are available on the DWI I Have Funding webpage.
<b>Local Government Commission (LGC) Approval</b>	Projects that include a repayable DWI loan must receive approval from the Local Government Commission (LGC). Final debt approval occurs after construction bids are received and must be coordinated directly with the LGC. Required materials should be emailed to <a href="mailto:srf@nctreasurer.com">srf@nctreasurer.com</a> .
<b>Legislative Notification (G.S. 120-157.2)</b>	Local governments issuing debt greater than \$1,000,000 must submit a notification letter to the Joint Legislative Committee on Local Government (Committee Chairs, Committee Assistant, and Fiscal Research Division) at least 45 days prior to presentation before the LGC. A copy of this letter must also be provided to DWI.
<b>Annual Audit Requirement</b>	Local government recipients must be current on all annual audits to receive loan or grant disbursements. The most recent audited financial statements must be submitted to the LGC by July 1 following the close of the fiscal year.
<b>Extended Term Loans</b>	Projects eligible for a targeted interest rate that demonstrate a weighted average design life greater than 20 years may qualify for an extended loan term, up to the calculated design life (not to exceed 30 years). Requests must be coordinated with the DWI Project Manager and supported by the design life calculation found on the I Have Funding webpage.
<b>Coordination with Other Funding Sources</b>	SRF funds may not duplicate costs already funded by another state or federal source. Recipients must notify the DWI Project Manager if they have secured or are seeking other funding (including FEMA Public Assistance) for any portion of the project scope.
<b>Declination of Funding</b>	If the recipient chooses to decline this potential funding, a signed declination letter on official letterhead from the Authorized Representative must be submitted within 30 days of receipt of the Letter of Intent to Fund.
<b>Future Funding Eligibility</b>	Additional funding may only be considered for documented unfunded project costs. The amount identified in this Letter of Intent will not be considered in future applications. To pursue different funding terms for the same project through another DWI program, the recipient must reapply and formally decline this funding prior to the application deadline.

If you choose to decline this potential funding, please submit a signed declination letter on official letterhead within 30 days of receipt. If you have any questions, please contact the assigned Project Manager, Walker Brown.

Congratulations on the selection of your application for a funding award.

Sincerely,

DocuSigned by:  
  
 6300A872077B4C5...

Shadi Eskaf, Director  
 Division of Water Infrastructure, NCDEQ

Manager Parrish

June 10, 2026

Page 5 of 5

Enclosures: Federal Tax ID/Unique Entity ID (UEID) Form  
Engineering Services Procurement Certification Form  
Sales Tax Certification form  
Sample Resolution  
Site Certification Form

EC: Savannah Parrish, Town of Montreat, sparrish@townofmontreat.org  
Megan Powell, WithersRavenel, Inc., mpowell@withersravenel.com  
Walker Brown (via email)  
DWI Agreement ID 2000089302 (**COM – LOIF**)

**RESOLUTION BY TOWN OF MONTREAT**

**WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a (State Revolving Loan, State Grant, or State Bond Loan) in the amount of \$4,845,000 for the Montreat Resiliency Project, and

**WHEREAS,** the Town of Montreat intends to construct said project in accordance with the approved plans and specifications,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMISSIONERS OF THE TOWN OF MONTREAT:**

That the Town of Montreat does hereby accept the (State Revolving Loan, Grant, or State Bond Loan) offer of \$4,845,000.

That the Town of Montreat does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the (loan or grant) offer, Section II - Assurances will be adhered to.

That Mayor Tim Helms, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Town of Montreat has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the \_\_\_ of July 2026 at Montreat, North Carolina.

\_\_\_\_\_  
Mayor of Town of Montreat

Date

# **Montreat Police Department**

## **Use of Police Department Vehicles**

### **Purpose**

The purpose of this policy and procedure is to establish guidelines for the proper use, care, and maintenance of all vehicles assigned to the Montreat Police Department by the Town of Montreat.

### **Policy**

It is the policy of the Montreat Police Department to ensure that all assigned vehicles are professionally managed, maintained, and operated to promote operator safety and prolonged life of the vehicles.

### **Procedure**

**I. Operation of Montreat Police Department Vehicles**

- A. Vehicles owned by the Town of Montreat that are assigned to the Police Department shall be used for official business of the Police Department. The Chief of Police or Town Manager will approve the use of vehicles. Town of Montreat owned vehicles shall not be used for personal use.
- B. Montreat Police Department vehicles will be operated by Montreat Police Department employees only. The only exception is when it is necessary by mechanics or other service personnel performing maintenance or work on a vehicle.
- C. Unless an exception has been granted by the Chief of Police, an officer operating a patrol vehicle shall check on duty through the Communication Center when he/she is operating a patrol vehicle.
- D. Montreat Police Vehicles shall be operated in accordance with all State traffic laws, county ordinances, and town ordinances. Vehicles shall be operated within the policies and procedures established by Montreat Police Department. All operators and front-seat passengers shall wear seat belts and shoulder straps. The only exception is when the safety margin for occupants would be greater without seat belts than with them. When transporting arrestee(s), the officer will seatbelt the person, whenever possible.
- E. Except under emergency circumstances, officer safety reasons, or when emergency lighting is necessary, keys shall be removed from the ignition, and doors shall be secured and locked on any unattended police vehicle.
- F. Officers assigned to vehicles on a 24-hour basis will arrange with the Chief of Police or their supervisor for the vehicle to be available for use when the officer is on vacation or otherwise away from the job for an extended period.
- G. Unless otherwise approved by the Chief of Police, only sworn law enforcement officers of the Montreat Police Department are allowed to operate Police Department vehicles. Officers of the Montreat Police Department are required to have a current and valid driver's license as required by North Carolina Statutes, regardless of whether the officer operates a town owned vehicle on a regular, temporary, or occasional basis.
- H. Violations, citations, fines, and other actions taken by any police jurisdiction against any officer of the Montreat Police Department while operating a town owned vehicle shall be the responsibility of the officer or employee and may be cause for disciplinary action by the Town of Montreat.
- I. Driving records for any officer or employee of the Montreat Police Department will be evaluated before assignment of a town owned vehicle. This decision will be based on the North Carolina Division of Motor Vehicle's standards. The Chief of Police shall assess the driving record of each officer annually in accordance with this policy.
- J. Officers or employees of the Montreat Police Department, including the Chief of Police and administrative personnel, shall notify the Police Chief, their supervisor, or the Town Manager, within 24 hours of being charged or involved in, but not specifically limited to, the following situations:
  - 1. Motor Vehicle Accident
  - 2. Speeding Violation
  - 3. DWI or Driving Under the Influence

4. Driver's License Suspension(s) or Revocation(s)
5. Any infractions or Misdemeanor governed by Chapter 20 of the North Carolina General Statutes.

- K. Officers of the Montreat Police Department shall not operate any Town-owned vehicle while under the influence of alcohol, any prescription or over-the-counter medication that impairs or may impair the safe operation of a motor vehicle, or any other substance that impairs the officer's ability to operate the vehicle safely.
- L. Officers assigned a Town-owned police vehicle are responsible for maintaining the vehicle in a clean, safe, and serviceable condition, including the care of both its interior and exterior. Officers shall monitor the vehicle's mileage and ensure that routine maintenance is scheduled at intervals of every 5,000 miles, or as otherwise recommended by the manufacturer or directed by the Chief of Police. When scheduled maintenance is required, the officer shall notify the Chief of Police or the appropriate administrator via email and coordinate service promptly. Failure to notify the Chief of Police or appropriate administrator and schedule required maintenance may result in disciplinary action. Disciplinary action shall be mandatory when an assigned vehicle exceeds the scheduled maintenance interval by more than 500 miles without prior approval or documented extenuating circumstances.
- M. The officer assigned to a patrol vehicle is responsible for conducting routine inspections of the vehicle to ensure it remains in a safe operating condition. At a minimum, officers shall regularly check engine oil and coolant levels, inspect belts and hoses for visible wear, verify proper tire inflation, and perform any other routine inspections recommended by the vehicle manufacturer or required by department policy. Officers shall promptly report any maintenance concerns, mechanical deficiencies, or safety-related issues to the Chief of Police or the appropriate administrator. Officers who have questions regarding required inspections or maintenance procedures are encouraged to seek guidance from the Chief of Police or administrative personnel.

## II. Authorized Passengers

- A. Only authorized individuals are to be transported in police department vehicles. Officers will follow all applicable safety and traffic laws and ensure passengers are properly secure.
- B. Authorized individuals include town employees, elected town officials, elected officials from other agencies, employees of other governmental agencies, members of town boards and committees, volunteers, and any individual conducting official business for the Town of Montreat, unless otherwise authorized by the Chief of Police or administrative personnel.

## III. Inspection and Maintenance of Montreat Police Department Vehicles

- A. Officers will search their vehicles at the beginning of each shift. A vehicle search is to also be completed before and after each prisoner transport for weapons, evidence, contraband, or other property.
- B. Officers will report any damage observed immediately to the Chief of Police or administrative personnel.

- C. Officers will report any vehicle that is unsafe or in need of mechanical repairs immediately to the Chief of Police or administrative personnel, who shall take appropriate corrective action.
- D. Officers will not undertake any mechanical work on their own and shall not alter or otherwise tamper with any of the vehicle's safety features unless approved by the Chief of Police or administrative personnel.

#### IV. Equipment

- A. Montreat Police Vehicles assigned to patrol must contain the following equipment:
  - 1. First Aid Kit
  - 2. Automated External Defibrillator (AED)
  - 3. Opioid Overdose Reversal Medication (Narcan, Naloxone, etc.)
  - 4. Fire Extinguisher
  - 5. Bloodborne Pathogen Kit
  - 6. Emergency Response Guidebook for hazardous material
  - 7. OSHA-compliant Hi-Visibility Traffic Safety Vest
  - 8. IPOK/Trauma Kit
  - 9. Fuel Card
  - 10. Crime Scene Tape
  - 11. Vehicle Lock Bypass Equipment
- B. Officers must notify the Chief of Police or administrative personnel if any equipment is missing to receive a replacement. If it is after hours, the replacement should be obtained for their next shift when the Chief of Police or administrative personnel are in the office.
- C. The patrol vehicle equipment required will be supplied by the Montreat Police Department.

#### V. Vehicle Accidents

- A. When a Montreat Police Department vehicle is involved in a motor vehicle collision, the operator will immediately make the following notifications:
  - 1. Notify Buncombe County Communications Center. The officer will provide the location of the accident. After assessing the accident scene, the officer will notify communications of personal injury or property damage only.

2. The officer involved shall notify the Chief of Police, on-duty supervisor, or appropriate administrative personnel as soon as practicable following the accident. The Chief of Police, supervisor, or designated administrative personnel shall respond to the scene of the accident, when feasible, and conduct an administrative investigation regardless of the extent of damage. This administrative investigation shall be separate from and in addition to an investigation conducted by another agency. The Chief of Police, supervisor, or designated administrative personnel shall:
    1. Initiate and complete an administrative investigation report.
    2. Document the scene and any vehicle damage through photographs or other appropriate means.
    3. Notify the Town Manager as soon as practicable following the incident.
- B. The Chief of Police or administrative personnel will gather facts from the investigation. These findings of fact will assist in determining fault. The findings of the investigation will be reported to the Town Manager.
- C. The take-home vehicle privilege may be suspended as a result of “at fault” collisions or abuse/neglect of the vehicle by the assigned officer. For the purposes of this policy, working days shall be the actual days an officer is scheduled to work. Days when an officer is not scheduled to work do not count toward the suspension of this privilege. The Chief of Police or administrative personnel may set forth the following suspension schedule:
1. Level 1 – 5 working days.
  2. Level 2 - 10 working days.
  3. Level 3 - 20 working days.

**VI. Take Home Vehicles**

- A. Officers of the Montreat Police Department will comply with the following requirements to have a take-home patrol vehicle privilege:
1. Live in North Carolina.
  2. Live within a 25-mile radius of the Montreat Police Department located at 1210 Montreat Rd, Black Mountain, NC 28711.
  3. If the officer does not live within the listed above parameters, the officer may park the vehicle at another appropriate location (fire department, other police department, etc.) with the approval of the Chief of Police or administrative personnel.
- B. The following guidelines shall be followed by officers assigned to a take-home patrol vehicle:
1. Use of the patrol vehicle is only for official Montreat Police Department duties and commuting to and from work.

2. The officer assigned a patrol vehicle will refrain from all personal use of the vehicle, including errands, family transport, and other deviations from commuting back and forth from work.
  3. The officer will always maintain in a response-ready condition.
  4. The officer may be required to respond 24 hours a day, 7 days a week if required (unless on approved out-of-town vacation).
- C. The take-home vehicle privilege may be withdrawn at any time by the Chief of Police or administrative personnel. Exceptions to this policy may be made under the authority of the Chief of Police or administrative personnel.

Definitions:

Administrative Personnel – This includes, Police Captain, the Town Manager, or other designee assigned to oversee interdepartmental activities. This person could be appointed by the Chief of Police, Police Captain, or the Town Manager.

Motor Vehicle Accident – This is any damage (no matter what the cost of the damage) to a Montreat Police Department vehicle.

Take-Home Police Vehicle – This includes unmarked and marked patrol vehicles.