

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Commissioner John Fletcher
Attachment: Yes

ITEM TITLE: BEACH TOLLS – DAILY PASSES

SUMMARY: Commissioner John Fletcher will present “Resolution In Support of National Park Service To Create A Daily Rate For Beach Passes And Provide Better Access To Beaches On Ocracoke”.

RECOMMEND: Adopt.

Motion Made By: Barry Swindell
 Dick Tammell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tammell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Votes: Barry Swindell
 Dick Tammell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

COUNTY OF HYDE

Board of Commissioners

Barry Swindell, Chair
Earl Pugh, Jr., Vice-chair
Dick Tunnell,
Ben Simmons, III
John Fletcher

30 Oyster Creek Road
PO Box 188

SWAN QUARTER, NORTH CAROLINA :

252-926-4400
252-926-3701 Fax

Bill Rich
County Manager

Fred Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



Resolution In Support Of National Park Service To Create A Daily Rate For Beach Passes And Provide Better Access To Beaches On Ocracoke

WHEREAS, the National Park Service, here in after the NPS, owns 100% of the ocean front in Hyde County North Carolina and 80% of sound front on Ocracoke Island; and,

WHEREAS, Sixty percent of Hyde County's revenue is produced by Ocracoke Island giving the County a vital interest in how the NPS manages its portion of the island; and,

WHEREAS, the NPS over the past several years has implemented rules and regulations which negatively impact the tourist business on the island, and tourist friendly access to the beaches of vehicles and persons; and,

WHEREAS, beach passes for vehicles on the beach cost \$50.00 for a week and \$120.00 for a year. there is no provisions for a day pass so a visitor for a day or a weekend must pay \$50.00; and,

WHEREAS, NPS rules fall heavy on Ocracoke Island because there is no privately owned ocean beach front as on other outer bank islands where vacation homes are located; and,

WHEREAS, disabled persons cannot get to the ocean waters without buying a beach pass for a vehicle; and,

WHEREAS, the NPS does not provide emergency medical rescue or fire protection for persons on its beaches and airport which it charges people a fee to visit by vehicle; and,

NOW, THEREFORE, BE IT RESOLVED that the Hyde County Board of Commissioners request the NPS to:

- A. Create a daily rate for a short time beach pass,
- B. Designate a small are on the beach where handicapped people can go in a vehicle without purchasing a pass,
- C. Create an area on the North and South ends of the Island where vehicles are permitted 24-hours a day,

- D. The NPS remit to Hyde County 20% of beach pass revenue to help defray the County's cost of providing emergency medical services and fire protection to NPS beaches and airport,
- E. The NPS open sound side beaches as a safe place for young children to go swimming.

Adopted this the 7th day of April, 2014, in Hyde County, North Carolina.

ATTEST: _____
Lois Stotesberry, Clerk to the Board

Barry Swindell, Chairman

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Wesley P. Smith, Health Director
Attachment: Yes

ITEM TITLE: Appointments to Hyde County Board of Health

SUMMARY: At the quarterly meeting held on March 18, 2014 the Hyde County Board of Health recommended the appointment of the following individuals to their first (1st) three(3) year term of office on the Board of Health: (1) J. W. Spencer (replacing Kathy Spencer as "Public Member") and (2) Doreen Holloway (replacing Willie Shaw as "Public Member"). The first three year term of office for both of these Board members will expire in April of 2017.

RECOMMEND: APPROVE THE APPOINTMENT OF J. W. SPENCER AND DOREEN HOLLOWAY TO THEIR FIRST, THREE-YEAR TERM ON THE HYDE COUNTY BOARD OF HEALTH, TO EXPIRE IN APRIL OF 2017.

Lois Stotesberry

From: Saved by Windows Internet Explorer 8
Sent: Thursday, December 22, 2011 3:48 PM
Subject: GS_130A-35

§ 130A-35. County board of health; appointment; terms.

(a) A county board of health shall be the policy-making, rule-making and adjudicatory body for a county health department.

(b) The members of a county board of health shall be appointed by the county board of commissioners. The board shall be composed of 11 members. The composition of the board shall reasonably reflect the population makeup of the county and shall include: one physician licensed to practice medicine in this State, one licensed dentist, one licensed optometrist, one licensed veterinarian, one registered nurse, one licensed pharmacist, one county commissioner, one professional engineer, and three representatives of the general public. Except as otherwise provided in this section, all members shall be residents of the county. If there is not a licensed physician, a licensed dentist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer available for appointment, an additional representative of the general public shall be appointed. If however, one of the designated professions has only one person residing in the county, the county commissioners shall have the option of appointing that person or a member of the general public. In the event a licensed optometrist who is a resident of the county is not available for appointment, then the county commissioners shall have the option of appointing either a licensed optometrist who is a resident of another county or a member of the general public.

(c) Except as provided in this subsection, members of a county board of health shall serve three-year terms. No member may serve more than three consecutive three-year terms unless the member is the only person residing in the county who represents one of the professions designated in subsection (b) of this section. The county commissioner member shall serve only as long as the member is a county commissioner. When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist or a nonresident licensed optometrist as authorized by subsection (b) of this section, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer, that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer becomes available for appointment. In order to establish a uniform staggered term structure for the board, a member may be appointed for less than a three-year term.

(d) Vacancies shall be filled for any unexpired portion of a term.

(e) A chairperson shall be elected annually by a county board of health. The local health director shall serve as secretary to the board.

(f) A majority of the members shall constitute a quorum.

(g) A member may be removed from office by the county board of commissioners for:

- (1) Commission of a felony or other crime involving moral turpitude;
- (2) Violation of a State law governing conflict of interest;
- (3) Violation of a written policy adopted by the county board of commissioners;
- (4) Habitual failure to attend meetings;
- (5) Conduct that tends to bring the office into disrepute; or
- (6) Failure to maintain qualifications for appointment required under subsection (b) of this section.

A board member may be removed only after the member has been given written notice of the basis for removal and has had the opportunity to respond.

(h) A member may receive a per diem in an amount established by the county board of commissioners. Reimbursement for subsistence and travel shall be in accordance with a policy set by the county board of commissioners.

(i) The board shall meet at least quarterly. The chairperson or three of the members may call a special meeting. (1901, c. 245, s. 3; Rev., s. 4444; 1911, c. 62, s. 9; C.S., s. 7604; 1931, c. 149; 1941, c. 185; 1945, c. 99; c. 1030, s. 2; 1947, c. 474, s. 3; 1951, c. 92; 1957, c. 1357, s. 1; 1963, c. 359; 1967, c. 1224, s. 1; 1969, c. 719, s. 1; 1971, c. 175, s. 1; c. 940, s. 1; 1973, c. 137, s. 1; c. 1151; 1975, c. 272; 1979, c. 621; 1981, c. 104; 1983, c. 891, s. 2; 1985, c. 418, s. 1; 1987, c. 84, s. 1; 1989, c. 764, s. 2; 1995, c. 264, s. 1; 2009-447, s. 1.)

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Commissioner Dick Tunnell
Attachment: No

ITEM TITLE: APPOINTMENT TO SWAN QUARTER DIKE COMMITTEE

SUMMARY: Commissioner Tunnell will request Board approval allowing the Swan Quarter Dike Committee to nominate and appoint a Chairman and Secretary to serve on this Board.

RECOMMEND: Discussion and approve. No vote is required.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Kathy Ballance, Director, Hyde County Hotline
Attachment: Yes

ITEM TITLE:

SUMMARY: Ms. Ballance presented update on the progress made by Hyde County Hotline since its beginning in 2009. She also reported Hotline currently employs ten (10) people.

Hotline has requested funding from Hyde County but has not received assistance to date. Ms. Ballance is requesting \$10,000.00 for grant match requirements for Hyde County Hotline, Inc.

RECOMMEND: Discussion and approval.

Motion Made By: Barry Swinell
 Dick Tammell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swinell
 Dick Tammell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swinell
 Dick Tammell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Hyde County Hotline, Inc.
Crisis Intervention, Advocacy and Prevention
Domestic Abuse and Sexual Victimization
P.O. Box 335
Engelhard, North Carolina 27824

March 5, 2014

Hyde County Board of Commissioners
Hyde County Manager
Hyde County Government Center
30 Oyster Creek Road
Swan Quarter, North Carolina 27885

Dear Sirs:

Thank you for the difficult task that you have assumed in governing our county and the enormous responsibility that rests upon your shoulders. I am sure that you must carry the burden of so many in need as you make decisions. Examining the needs of those less fortunate than ourselves is imperative when deciding what projects to fund and how to distribute limited dollars to meet unlimited needs. In particular I would like to ask you to consider Hyde County Hotline, Inc. as a potential recipient of a small amount of money to be used as match for our grants this year. But first I should make you aware of the work that we are accomplishing.

In the fiscal year 2012-13 we served 121 victims of domestic abuse in person. Our agency provided a vast array of services to these victims including safety planning, crisis intervention, hospital accompaniment, court and medical advocacy, assistance with completing crime victim's compensation forms, transportation, referrals, support groups, individual therapy and children's services to name a few, and in July of 2013 we added safe shelter. Residential services are now available to victims in Hyde County which is an historical marker in this work. It is also important to realize that we provide prevention programming in the Hyde County School System at no charge. As a matter of fact all of our services are free to victims and their families and all of our programming in the community is without fees. In addition to those we served in person we answered 517 crisis calls for domestic abuse and while we did not necessarily see these victims in person, many hours of crisis counseling and referrals were provided which are designed to offer information regarding safe solutions to victims for their unique circumstances.

Children are very much a part of the crisis and prevention work that we try to do. Since July of 2013 we have provided 423 shelter nights. Included in that number are 12 children under the age of 14 who accessed safe shelter with their mothers. While victims are in shelter all of their basic needs are provided including three meals and two snacks per day as well as infant formula and diapers. We also make sure that children have birthday parties, Thanksgiving, Christmas and other special occasion celebrations.

In the fiscal year 2012-13 we served 40 victims of sexual victimization in person and answered 91 crisis calls. We provide comprehensive services for these victims as well. It becomes challenging to find the means to assist victims who have lost everything including their jobs, homes, social status, privacy, dignity, their support system and personal self-esteem. How devastating it must be to leave the hospital emergency room wearing someone else's clothing after an extensive (hours) forensic exam. Imagine that your clothing has been confiscated as evidence and you are now required to purchase and use medical equipment because your physical condition has been compromised and then you have to stand at the pharmacy check-out counter and realize that one prescription is going to cost you \$241.99 for a five day supply and you have to take it every day for 30 days. That adds up to over \$1400.00. Who would choose not to take it when this one drug is used to prevent the potential of sexually transmitted diseases that may have been passed on from the assailant? Imagine that you have no insurance which is typically the case for our clients. Take into account that the \$1400.00 figure does not include emergency room fees, x-rays, aftercare, MRI's, other prescriptions, physical therapy and many other expenses. From our perspective the ability to provide financial assistance, crisis intervention, hospital and court accompaniment and therapy to these victims is crucial as they face an uncertain and frightening future that often includes a grueling and potentially lengthy court process. Research now indicates that there is a dramatic increase in the number of victims who suicide following a sexual assault and that at the very least a victim's life never goes back to "normal". Sadly, many of victims of sexual abuse are teen-age girls.

I have shared with you a very small glimpse of what it might look like to walk in the shoes of a survivor for a moment. The work that we are doing is important as crisis intervention advocates because we often become the lifeline for those who are suffering. We would like for you to remember that this is a community issue. It affects everyone. If one home is unsafe, everyone is at risk. The number of bystanders who are being directly impacted by domestic abuse is rising.

Future plans for the agency include building an Abuser Treatment Program and/or Batterer's Intervention Program. We are also hopeful that we can become better equipped to serve victims of human trafficking as we are aware that this is also a serious problem in Eastern North Carolina. Our state ranks in the top ten in the nation for human trafficking and we know that some of the victims we serve in Hyde County have been involved in the sex trade industry. Another of our goals is to enhance our capacity to serve victims with disabilities and we strive daily to find better resources to help meet their needs.

Our funding comes from grants that we receive from the Governor's Crime Commission, the North Carolina Council for Women, Family Violence Prevention Funds, NCCADV Enhancing Rural Strategies, Emergency Food and Shelter and at times from other small sources. Most of these grants require a 20% match. In addition to our grants we have a thrift store that generates revenue and provides a much needed service to the county. Through the thrift store operation we are able to serve many families in crisis including those affected by hurricanes, fires and other unexpected life-changing events including the premature birth of an infant baby who remained in the neo-natal unit for several months placing a significant financial burden on the family. We also work extremely hard on our annual Winter Gala fundraiser to produce an evening for the community that is rich with elegance and yet saturated with prevention information. We endeavor to have one or two other fundraisers throughout the year to boost our budget during

very lean times. We are also blessed to receive donations from private individuals and churches. However, there is never enough money to cover the expenses for the clients that we serve.

Hyde County Hotline, Inc. has been in operation since 2009 and currently employs ten people. Each year we have asked for help and while we have yet to receive any funding from the County of Hyde to assist us with our mission we are hopeful that this is the year. We humbly ask that you consider supporting our program by including \$10,000.00 in your budget for grant match requirements for Hyde County Hotline, Inc. This match will be used toward the North Carolina Council for Women grants that specifically address domestic violence and sexual assault and the Governor's Crime Commission grant that also specifically addresses victims of crime.

Thank you for your time and obvious concern for our county. For more information you may contact me at 252-925-2502 or by e-mail at kbhydehotline@gmail.com.

Best regards,

Kathryn S. Ballance
Executive Director

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Meredith Nicholson, Chair
Attachment: Yes

ITEM TITLE: ABC BOARD REPORT

SUMMARY: Meredith Nicholson, Chair of the Hyde County ABC Board will present Hyde County Board of Alcohol Control – Balance Sheet; Hyde County Board of Alcohol Control – Profit & Loss as of February 28, 2014; Hyde County Board of Alcohol Control – Profit & Loss – July 2013 through February, 2014; and, letter to the Board of Commissioners dated 03-27-2014.

RECOMMEND: Receive report.

Motion Made By ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Motion Seconded By ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Votes ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Hyde County ABC Board 130
20121 US Hwy 264
Swan Quarter, NC 27885

March 27, 2014

Hyde County Board of Commissioners
Hyde County Courthouse
Swan Quarter, North Carolina

Gentlemen:

The current ABC Board, which was appointed in July of this past year, has worked diligently to administer the operations of that entity in a transparent manner and according to the dictates of North Carolina state statutes and the guidelines of the State ABC Commission. We inherited an operation with poor accounting and management practices. In the past nine months we have spent more time and energy resolving issues that we did not create than we have on day-to-day operations and have reported to you monthly on our progress. We had no knowledge of many of these issues when we were appointed and have done our best to handle each one as it became known to us. Some of these problems reached back a number of years and had simply been ignored previously.

When I spoke to you last month, I mentioned we knew of two outstanding problems yet to be resolved. One was settlement of state retirement funds that had not been withheld from employees nor matched by the board and remitted to the state. That issue has yet to be resolved. However, we were notified several weeks ago of the final settlement amount for the second issue, which is an amount due to the Employment Security Commission for unemployment benefits paid to previous employees. That amount is nine thousand six hundred dollars (\$9,600.00) and is currently due. In addition, there is a bill due from our workers compensation insurance audit for last year in the amount of nine hundred dollars (\$900.00). The ABC Board does not have the current cash on hand nor the cash flow to generate the funds necessary to pay these amounts at this time.

We respectfully request the Commissioners lend the ABC Board the amount of ten thousand dollars (\$10,000.00) necessary to pay those two bills and add the amount to the current loan balance we have with the County. We realize you suspended the monthly payments on that loan in December to help us with the reduced revenue during the winter months and we will resume those payments as soon as possible, but no later than July of this year.

We appreciate the support the Commissioners have given this new ABC Board and also appreciate your consideration of this request.

Yours Truly,



Meredith M. Nicholson-Chair Person
Hyde County ABC Board

1:49 PM
 03/07/14
 Accrual Basis

Hyde County Board of Alcohol Control
Balance Sheet
 As of February 28, 2014

Feb 28, 14

ASSETS	
Current Assets	
Checking/Savings	
1 Checking VantageSouth Bank	8,304.64
1004 · Petty Cash	150.00
1009 · Cash Register Change Drawer	
1009-OC · Change Drawer-OC	200.00
1009-SQ · Change Drawer-SQ	200.00
Total 1009 · Cash Register Change Drawer	400.00
Total Checking/Savings	8,864.64
Other Current Assets	
1150 · Accounts Receivable · Employees	2,723.21
1200 · Other Current Asset	
1201 · Liquor Inventory-Ocracoke	19,175.55
1202 · Liquor Inventory- Swan Quarter	13,526.84
Total 1200 · Other Current Asset	32,702.39
1250 · Prepaid Expenses	2,500.00
Total Other Current Assets	37,925.60
Total Current Assets	46,780.24
Fixed Assets	
1300 · Fixed Assets	
1330 · Equipment	47,358.50
1400 · Accumulated Depreciation	-30,229.83
Total 1300 · Fixed Assets	17,128.67
Total Fixed Assets	17,128.67
TOTAL ASSETS	63,908.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	30,943.19
Total Accounts Payable	30,943.19
Credit Cards	
2050 · VSB Credit Card	5,294.79
Total Credit Cards	5,294.79
Other Current Liabilities	
2100 · Other Current Liabilities	
2101 · EE Pension Withholding	494.56
Total 2100 · Other Current Liabilities	494.56
24000 · Payroll Liabilities	
2120 · Federal Income Tax (941)	476.00
2121 · FICA Withheld + Employer	907.96
2122 · NC Income Tax (NC-5)	186.00
2123 · NC Unemployment Tax Liability	140.75
Total 24000 · Payroll Liabilities	1,712.71
Total Other Current Liabilities	2,207.27
Total Current Liabilities	38,445.25

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03/07/14

Accrual Basis

Hyde County Board of Alcohol Control

Balance Sheet

As of February 28, 2014

	Feb 28, 14
Long Term Liabilities	
2159 - 2159 L.T. Debt / County Loan	11,750.00
2160 - Loan Repayment	10,528.53
Total Long Term Liabilities	22,278.53
Total Liabilities	60,723.78
Equity	
3020 - Retained Earnings	15,267.17
Net Income	-12,082.04
Total Equity	3,185.13
TOTAL LIABILITIES & EQUITY	<u>63,908.91</u>

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03/07/14

Accrual Basis

Hyde County Board of Alcohol Control
Profit & Loss
February 2014

	Administration	Ceracoke	Swan Quarter	TOTAL
Ordinary Income/Expense				
Income				
4000 - Sales				
4001 - Liquor Sales - Swan Quarter	0.00	0.00	11,969.20	11,969.20
4002 - Liquor Sales - Ceracoke	0.00	10,290.97	0.00	10,290.97
4005 - Mixed Beverage - Swan Quarter	0.00	0.00	243.40	243.40
4006 - Mixed Beverage - Ceracoke	0.00	1,824.10	0.00	1,824.10
Total 4000 - Sales	0.00	12,115.07	12,232.60	24,347.67
4020 - Deduct Taxes on Gross Sale				
4021 - State Excise Tax	0.00	-3,079.65	-3,109.35	-6,189.00
4022 - Rehabilitation Tax County	0.00	-34.39	-34.72	-69.11
4024 - Mixed Beverage Tax - NCDHHS	0.00	-9.05	-9.14	-18.19
Total 4020 - Deduct Taxes on Gross Sale	0.00	-3,123.09	-3,153.21	-6,276.30
Total Income	0.00	8,991.98	9,079.39	18,071.37
Cost of Goods Sold				
5000 - Cost of Goods Sold				
5001 - Cost of Liquor	0.00	6,273.82	6,024.00	12,297.82
5002 - Bailment	0.00	116.44	116.56	232.00
5003 - Surcharge	0.00	57.72	58.28	116.00
Total 5000 - Cost of Goods Sold	0.00	6,448.06	6,198.84	12,646.82
51800 - Merchant Account Fees	0.00	113.62	114.91	228.73
Total COGS	0.00	6,560.80	6,313.75	12,874.55
Gross Profit	0.00	2,431.18	2,765.64	5,196.82
Expense				
6000 - General Expenses				
6001 - Salary Wages	0.00	574.16	1,733.54	2,307.70
6003 - Hourly Wages	1,398.83	1,826.00	402.00	3,626.83
6005 - Payroll Tax Expenses				
60001 - FICA Expense	285.55	139.08	38.75	463.38
60003 - NC Unemployment Tax	3.00	18.26	4.62	25.88
Total 6005 - Payroll Tax Expenses	288.55	157.34	43.37	489.26
6030 - Employer Matching Pension	653.16	104.35	0.00	757.51
6050 - Alarm services	0.00	0.00	48.04	48.04
6060 - Rent	0.00	500.00	280.00	780.00
7090 - Telephone	0.00	143.00	143.97	287.93
7125 - Supplies				
7130 - Store Supplies	0.00	41.63	0.00	41.63
7140 - Office Supplies	13.09	7.05	27.38	47.52
Total 7125 - Supplies	13.09	48.68	27.38	89.15
7180 - Postage	18.02	0.00	0.00	18.02
7181 - Contract Labor	0.00	25.00	0.00	25.00
7200 - Miscellaneous	0.00	0.00	387.44	387.44
7210 - Utilities Services				
7120 - Electric Service	0.00	0.00	172.00	172.00
7210 - Utilities Services - Other	0.00	0.00	32.00	32.00
Total 7210 - Utilities Services	0.00	0.00	204.00	204.00
Total 6000 - General Expenses	1,879.65	3,360.69	3,261.14	8,501.48
60200 - Automobile Expense	0.00	29.05	25.00	54.05
60400 - Bank Service Charges	10.00	0.00	0.00	10.00
61700 - Computer and Internet Expenses	-15.75	0.00	0.00	-15.75
63300 - Insurance Expense	983.16	0.00	0.00	983.16
63400 - Interest Expense	0.00	-46.56	0.00	-46.56
66700 - Continuing Education	125.00	0.00	0.00	125.00
Total Expense	2,982.06	3,455.70	3,284.14	9,721.90
Net Ordinary Income	-2,982.06	-1,024.52	-518.50	-4,525.08
Other Income/Expense				
Other Income				
8000 - Other Income				
8020 - Misc. Income	0.00	200.00	200.00	400.00
Total 8000 - Other Income	0.00	200.00	200.00	400.00
Total Other Income	0.00	200.00	200.00	400.00

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03/07/14

Accrual Basis

Hyde County Board of Alcohol Control
Profit & Loss
February 2014

	Administration	Geracoke	Swan Quarter	TOTAL
Other Expense				
7000 - Other Expenses				
7001 - Administration Allocated	2,982.06	1,483.87	1,498.19	0.00
Total 7000 - Other Expenses	-2,982.06	1,483.87	1,498.19	0.00
Total Other Expense	-2,982.06	1,483.87	1,498.19	0.00
Net Other Income	2,982.06	-1,283.87	1,288.19	400.00
Net Income	0.00	-2,306.39	-1,816.69	-4,125.00

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02/07/14

Accrual Basis

Hyde County Board of Alcohol Control Profit & Loss

July 2013 through February 2014

	Administration	Catawba	Swain Quarter	TOTAL
Ordinary Income/Expense				
Income				
4000 - Sales				
4001 - Liquor Sales - Swain Quarter	0.00	0.00	129,223.91	129,223.91
4002 - Liquor Sales - Catawba	0.00	201,352.64	0.00	201,352.64
4005 - Mixed Beverage - Swain Quarter	0.00	0.00	9,989.02	9,989.02
4006 - Mixed Beverage - Catawba	0.00	101,131.66	0.00	101,131.66
Total 4000 - Sales	0.00	302,484.30	139,212.93	437,697.13
4020 - Deduct Taxes on Gross Sale				
4021 - State Excise Tax	0.00	-72,937.57	-31,029.43	-103,967.00
4022 - Rehabilitation Tax County	0.00	829.39	-383.61	-1,192.91
4024 - Mixed Beverage Tax - NCDHHS	0.00	-759.03	-230.59	-989.63
Total 4020 - Deduct Taxes on Gross Sale	0.00	-74,125.99	-31,623.63	-105,749.59
Total Income	0.00	228,358.31	107,589.30	331,947.61
Cost of Goods Sold				
5000 - Cost of Goods Sold				
5001 - Cost of Liquor	0.00	151,571.73	69,295.77	219,867.50
5002 - Ballment	0.00	1,401.78	850.22	2,252.00
5003 - Surcharge	0.00	702.20	415.40	1,117.60
Total 5000 - Cost of Goods Sold	0.00	153,675.71	69,541.39	223,217.10
51000 - Merchant Account Fees	0.00	4,110.81	1,050.43	5,771.24
Total COGS	0.00	157,786.52	71,301.82	233,909.34
Gross Profit	0.00	70,571.72	32,387.48	102,959.20
Expense				
6000 - General Expenses				
6001 - Salary Wages	24,892.46	574.16	1,733.54	27,000.16
6003 - Hourly Wages	14,395.93	18,136.00	5,096.63	38,108.66
6005 - Payroll Tax Expenses				
6001 - FICA Expense	4,440.05	1,425.23	439.80	6,305.08
6002 - FUTA Expense	-7.46	2.76	4.70	0.00
6003 - NC Unemployment Tax	6,301.92	179.78	96.23	6,547.93
6005 - Payroll Tax Expense - Other	1,029.45	0.00	0.00	1,029.45
Total 6005 - Payroll Tax Expenses	12,563.95	1,608.77	506.73	14,679.45
6006 - ABC Board Compensation				
6006A - Board Compensation - Contract	-150.00	0.00	0.00	-150.00
6006 - ABC Board Compensation - Other	3,450.00	0.00	0.00	3,450.00
Total 6006 - ABC Board Compensation	3,450.00	0.00	0.00	3,450.00
6020 - Insurance-General(R&W)	646.80	0.00	0.00	646.80
6030 - Employer Matching Pension	1,305.27	1,151.09	163.15	2,619.51
6040 - Legal & Accounting Fees	7,000.00	0.00	0.00	7,000.00
6050 - Alarm services	0.00	0.00	384.32	384.32
6060 - Rent	0.00	4,000.00	2,240.00	6,240.00
66000 - Payroll Tax Expenses	13.05	0.00	0.00	13.05
7090 - Telephone	0.00	1,145.38	1,136.65	2,281.93
7110 - Equipment Repairs Maintenance	0.00	0.00	6.29	6.29
7125 - Supplies				
7130 - Store Supplies	0.00	214.99	-112.76	527.75
7140 - Office Supplies	122.01	224.28	440.79	787.07
Total 7125 - Supplies	122.01	439.27	753.54	1,314.82
7150 - Travel	421.22	971.26	0.00	1,392.48
7160 - Delivery	233.32	75.00	0.00	308.32
7170 - Post Control	0.00	0.00	102.00	102.00
7180 - Postage	932.73	46.06	55.20	1,033.99
7181 - Contract Labor	44.00	-455.00	295.00	774.00
7200 - Miscellaneous	52.40	0.00	387.44	449.84
7210 - Utilities Services				
7120 - Electric Services	0.00	0.00	1,411.00	1,411.00
7210 - Utilities Services - Other	0.00	0.00	289.33	289.33
Total 7210 - Utilities Services	0.00	0.00	1,699.33	1,699.33
Total 6000 - General Expenses	65,072.95	28,502.53	15,000.02	108,575.50
60200 - Automobile Expense	103.50	29.05	53.01	185.56
60400 - Bank Service Charges	269.60	79.00	35.00	383.60
61700 - Computer and Internet Expenses	402.00	193.17	756.40	1,351.67
63300 - Insurance Expense	2,803.59	0.00	0.00	2,803.59
63400 - Interest Expense	-439.49	-46.55	-53.82	-539.92
65700 - Continuing Education	259.00	0.00	0.00	259.00
66900 - Reconciliation Discrepancies	-0.00	0.00	0.00	0.00
69300 - Uncategorized Expenses	0.00	0.00	0.00	0.00
Total Expense	69,371.22	28,911.57	16,050.29	114,332.92
Net Ordinary Income	69,371.22	11,660.15	16,329.19	11,381.62

1:48 PM

03/07/14

Accrual Basis

Hyde County Board of Alcohol Control Profit & Loss

July 2013 through February 2014

	Administration	Ceracoke	Swan Quarter	TOTAL
Other Income/Expense				
Other Income				
8000 - Other Income				
8020 - Misc. Income	0.00	200.00	200.00	400.00
8031 - Cash Over - Swan Quarter	0.00	0.00	0.05	0.05
Total 8000 - Other Income	0.00	200.00	200.05	400.05
Total Other Income	0.00	200.00	200.05	400.05
Other Expense				
7000 - Other Expenses				
7001 - Administration Allocated	70,476.38	46,632.25	21,846.15	138,954.78
7010 - Cash Short - Swan Quarter	0.00	0.00	-6.00	-6.00
7020 - Cash Short - Ceracoke	0.00	0.00	0.00	0.00
8000 - Penalties	1,107.16	0.00	0.00	1,107.16
Total 7000 - Other Expenses	69,371.22	46,632.25	21,840.15	137,843.62
Total Other Expense	69,371.22	46,632.25	21,840.15	137,843.62
Net Other Income	69,371.22	48,431.54	21,840.01	139,642.77
Net Income	0.00	6,771.22	-5,310.82	1,460.40

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Andrea Gregory
Attachment: No

ITEM TITLE: SURPLUS ITEM

SUMMARY: Need approval to sell HP and EPSON Ink Cartridge on GovDeals.

- 4) HP95 tri-color ink cartridge for \$15.00 each
- 2) HP94 black twin pack & black/tri-color ink cartridge pack for \$20.00 each
- 1) HP78 tri-color ink cartridge for \$15.00
- 1) EPSON tri-color ink cartridge for \$22.00 each
- 5) HP94 black ink cartridge for \$10.00 each
- 1) HP 12C financial calculator for \$15.00

Ford New Holland Backhoe 555C A303124-ROTPS#455C555C655C for \$3,000.00. This item is no longer in use in the Solid Waste Department.

RECOMMEND: Discussion and approval.

Motion Made By: Barry Swindell
 Dick Tunstall
 Ben Simmons
 John Fletcher

Motion Seconded By: Barry Swindell
 Dick Tunstall
 Ben Simmons
 John Fletcher

Vote: Barry Swindell
 Dick Tunstall
 Ben Simmons
 John Fletcher

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Hyde Soil & Water Conservation District – Daniel Brimm
Attachment: Yes

ITEM TITLE: WEST QUARTER/SWAN QUARTER WATERSHED ASSESSMENT

SUMMARY: The Assessment for the West Quarter SSD is based on proximity to the dike and is \$1.00, \$0.66, and \$0.33 per acre respectively. This assessment amount has remained unchanged since its adoption in August 1987. (Minute Docket Book 16, page 268) The income from this assessment for 2012 was \$3907.31. The assessment for 2013 was \$3,950.56.

On Friday, March 14, 2014, five members of the Swan Quarter Watershed Steering committee met to discuss the current assessment rate for West/Quarter/Double & Bay. After some discussion, J.W. Spencer made a motion to make a recommendation to the Commissioners to combine Tier 1 & 2 of the Assessment area and increase the rate to \$7.00 per acre and in Tier 3 increase the rate to \$3.00 per acre. Tony Carawan seconded the motion and the motion carried.

RECOMMEND: The recommendation from the SQ Watershed Steering Committee to the County Commissioners is as follows, Combine Tier 1 and 2 in the Assessment Area and increase the rate to \$7.00 per acre and in Tier 3 to a rate of \$3.00 per acre.

_____ Tony Carawan
_____ J.W. Spencer
_____ John Brimmer
_____ John Brimmer
_____ John Brimmer

_____ Tony Carawan
_____ J.W. Spencer
_____ John Brimmer
_____ John Brimmer
_____ John Brimmer

_____ Tony Carawan
_____ J.W. Spencer
_____ John Brimmer
_____ John Brimmer
_____ John Brimmer

MEETING SIGN-IN SHEET

Project: SQ Steering Committee Meeting

Meeting Date: Friday, March 14, @8:30 AM

Facilitator: Hyde Soil & Water Conservation District Staff

Place/Room: Extension Teaching Kitchen

Name	Title	Company	Phone	Fax	E-Mail
J. W. Spencer					
Matt J. Cohen	Steering Committee		926-9191		
Naren Dunbar					
Gerald Brinn			943 5887		
Lib Davis			945-7239		
Alib James	Steering		944-3964		alib@hswcd.com
Tony S. Carawan	Steering Com. Commissioner		945-3308		
Ben Simmons	Steering Com				
Daniel Brea	Tech	HSWCD			

J. W. Spencer made a motion to make a recommendation to the Commissioners. to combine #1 & #2 at a rate of \$ 7.00 per acre. and #3 a rate of \$ 3.00 per acre.

Tommy Calhoun seconded the motion Motion carried

$$1 + 2 = \$ 7.00$$

$$3 = \$ 3.00$$

Dick Tunnell is going to ask the commissioners for permission to elect on their own a chairman for the steering committee.

March 14, 2014

West Quarter - \$4,000 a year for maintenance
removed gate + flang (removable)
thimble can't be removed (cast into cement)

3 parts
to gate
structure

Bay Structure - \$3,200 to fix it
\$4,000 at the end after face is machined

18 cast gates on West Quarter (Bay to Berry)

15 gates \$4,000 to repair \$60,000 total
gates were designed for 40ft of head pressure

Dick

33¢	} 4,000	\$2	} 20,000	\$20,000 increase	
66¢		\$4		6% increase	\$4,000 maintenance
99¢		\$6			<u>16,000 extra</u>

Blythe

5 times each for 3 yrs (same as above)

Tony

Do a little along

J.W. made a motion \rightarrow Dick proposed
merge 1+2 - ^{\$}6.00 7.00
3 - ^{\$}3.00 3.00

100 = "
66 = "
33 = "

65¢ already
35¢ ^{more} per 100 was recommend & commissioners turned it down



Blythe wants to make a gate out of 1/4" stainless with longer arms.

recommendations
to

J.W. made a motion
1+2 = 7.00
3 = 3.00

Tony Carawan seconded Motion - Carried

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Justin Gibbs, Emergency Services Director
Attachment: No

ITEM TITLE: Hyde County EMS Treatment & Transport Billing Rate Adjustments

SUMMARY: The Hyde County Emergency Medical Services Branch is requesting treatment & transport billing rate adjustments to align the locally assessed rates with those allowed by Medicaid and Medicare. The adjusted rates are as follows:

HCPCS Code	Level of Service	Definition	Current Rate	Adjusted Rate*
A0429	Basic Life Support (BLS)	Basic life support (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician-basic (EMT-Basic). These laws may vary from State to State or within a State. For example, only in some jurisdictions is an EMT-Basic permitted to operate limited equipment onboard the vehicle, assist more qualified personnel in performing assessments and interventions, and establish a peripheral intravenous (IV) line.	\$750.00	\$419.24
A0427	Advanced Life Support, Level 1 (ALS1)	Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.	\$750.00	\$497.85
A0433	Advanced Life Support, Level 2 (ALS2)	Advanced life support, level 2 (ALS2) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transport, medically necessary supplies and services, and the provision of at least one of the ALS2 procedures listed below: <ul style="list-style-type: none"> • Manual defibrillation/cardioversion • Endotracheal intubation • Central venous line • Cardiac pacing • Chest decompression • Surgical airway • Intraosseous vascular access 	\$750.00	\$720.57
A0425	Mileage		\$10.60/mile	Miles 1-17 = \$10.85/mile Miles ≥18 = \$7.23/mile

*A twenty percent adjustment will be applied to each bill to ensure that the County is reimbursed at the CMS allowable rate.

RECOMMEND: Discussion and approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Benjamin Simmons
 John Fletcher

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Benjamin Simmons
 John Fletcher

Vote: Barry Swindell
 Dick Tunnell
 Benjamin Simmons
 John Fletcher

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014

Presenter: Justin Gibbs, Emergency Services Director

Attachment: Yes – Colleton Software Agreement for Medical Billing Services

ITEM TITLE: Hyde County EMS – Colleton Software Agreement for Medical Billing
Services Renewal

SUMMARY: The Hyde County Emergency Medical Services Branch is requesting renewal of
the Colleton Software Agreement for Emergency Medical Billing Services.

RECOMMEND: Discussion and approval which grants the County Manager the authority to
execute the attached agreement contingent upon the County Attorney's
approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Benjamin Simmons
 John Fletcher

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Benjamin Simmons
 John Fletcher

Vote: Barry Swindell
 Dick Tunnell
 Benjamin Simmons
 John Fletcher

NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION, AS
MODIFIED HEREIN

AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the "Agreement") is signed and agreed upon on the 1st day of JANUARY, 2014 and is entered into with an effective date of 1st day of JANUARY, 2014 (the "Effective Date"), by and between Tarheel Medical Billing, Inc. dba as Colleton Software, a corporation organized and existing under the laws of the State of South Carolina ("TMB"), and Hyde County Emergency Medical Services, a Division of the Hyde County Government; organized and existing under the laws of the State of North Carolina (the "Client"). In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and

WHEREAS, Client desires to obtain billing and collection services from TMB to assist in the collection of accounts receivable; and

WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of medical billing and collection services for Client (collectively, the "Services"). Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client and TMB will have no obligation to perform any collection services with regard to the returned account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered.

Client represents and warrants to TMB as follows:

(A) That all accounts referred to TMB for collection pursuant to this Agreement (i) have been timely referred to TMB, (ii) have not been charged off or otherwise reduced to a zero balance, (iii) were generated in the ordinary course of business, (iv) have been properly coded, (v) are collectible, revenue-generating accounts

and (vii) have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;

(B) by entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and

(C) All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a period of three (3) year(s), commencing on the 1st day of JANUARY, 2014, and terminating at 11:59 P.M. on the 30th day of DECEMBER, 2016 (the "Initial Term").

Upon the expiration of the Initial Term, this Agreement will automatically renew for one (1) one (1) year period (the "Renewal Term," the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice (i) of termination or (ii) of Client's desire to renegotiate the terms of this Agreement, at least sixty (60) days prior to the expiration of the Initial Term.

Upon the expiration or other termination of this Agreement, Client shall immediately discontinue use of the MICS (as hereinafter defined) software.

3. **TMB'S RIGHTS, DUTIES & OBLIGATIONS.** It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:

(A) MICS Software. TMB will provide the Medical Information Collection System software ("MICS") to the Client free of charge together with any additional software that TMB, in its sole discretion, determines is necessary to effectively initiate and operate the billing system. At all times TMB will retain any and all ownership interest together with all rights to the MICS software and any other software provided to client hereunder.

(B) Technical Support. TMB will provide technical support to Client for all software or technical-related issues that arise due to a malfunction of the MICS software or other software provided by TMB.

(C) Additional Technical Support. If necessary, all other technical support provided by TMB will be governed by the terms of a separate technical support agreement

(D) Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:

(i) Insurance Filing. Claims for reimbursement or payment for ambulance or wheelchair transportation provided by the Client will be submitted to insurance carriers by TMB after TMB receives the necessary data to file the claim via the MICS. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third party payor determines benefits payable will be billed directly to the patient/guarantor by TMB or as dictated by the Client.

(ii) Direct Patient Billing. At the direction and instruction of Client, TMB will mail an initial statement of account to all patients/guarantors without insurance and to patient/guarantor after receipt of denial or partial payment from the insurance company or third party payer. Billing will only occur after TMB receives the necessary billing data via MICS. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

(a) TMB will bill patient accounts once and only once but will continue to collect from insurance and other payors until all possibility of collection ceases;

(b) Those accounts that have documentation and/or a letter from an attorney protecting the Client's interest; or

(c) Those accounts that have established a payment arrangement between the Patient/Guarantor and TMB.

(E) Provided Materials. TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.

(F) Deposits. TMB will direct deposit all payments received by TMB on behalf of the Client. Deposits will be made into a bank account set up by the Client for receipt of the monies. Deposits will be made into the Client's account on a weekly basis. TMB's access will be limited to the Client's account or monies for the sole purpose of depositing monies into the Client's account. TMB will have no authority over any accounts maintained by the Client.

(G) Accounts Receivable Management Reports. TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will

be submitted to the Client no later than the 10th day of the following month via email to the address from which TMB receives the MICS data. The reports shall include the following information:

(i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;

(ii) Check registry reports reflecting a list of revenues received and totals; and

(iii) Deposit tickets for all deposits made into Client's account.

(H) Return of Non-Collectable Accounts. TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.

(I) Sub-Contract. TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.

(J) Disclaimer of Warranties. With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.

(K) TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.

4. **CLIENT'S RIGHTS, DUTIES & OBLIGATIONS**. During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Services for Client and Client will not enter into any other agreements or arrangements

concerning the billing and/or collection of medical accounts nor uses self or in-house collection. This Agreement is subject to the following conditions:

(A) Provide Information. Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:

(i) All information as required from time to time by TMB to process accounts for services rendered by the Client;

(ii) Client will install and operate MICS and will submit all requested information to TMB via MICS in a timely manner;

(iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the event signatures are not obtained with each data file submission;

(iv) Client shall retain and be responsible for clarifying or obtaining any additional information necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by MICS, technician's signatures and doctor's signatures when applicable;

(v) Client shall promptly notify TMB of any change in the ownership and/or management of Client;

(vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;

(vii) Client shall promptly notify TMB of any change of address for Client; and

(viii) Any additional information requested by TMB needed to process/support a claim. Any requested information will be submitted by Client to TMB within five (5) days of written request of TMB.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 4(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 4(A).

(B) Transmission of Data. Client agrees to email all data collected by MICS within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.

(C) Limited Power of Attorney. Client hereby grants to TMB an irrevocable power of attorney coupled with an interest for the purpose of giving TMB permission to sign on its behalf all forms and documents necessary for reimbursement to the Client.

(D) Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.

(E) Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payors necessary for TMB to perform the Services.

(F) Refrain on Discussing Fees. Client shall not, without the prior written consent of TMB, which consent may be withheld by TMB in TMB's sole discretion, discuss with any third parties the fee schedule/structure set forth in this Agreement.

(G) Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the MICS software. In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return all software provided under the terms of this Agreement to TMB, but in no event within 5 days. Failure to return the software or any computers owned by TMB will cause TMB significant damages. Client shall not make any copies of software provided by TMB.

(H) Performance. Client understands and agrees that TMB's obligation to perform under this Agreement is conditioned upon Client's timely compliance with its agreements with and covenants to TMB. In the event Client breaches any such agreement or covenant, or causes any such covenant or agreement to be breached, TMB's obligations to perform under this Agreement shall automatically terminate, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 4(H), Client shall immediately pay to TMB all amounts then due and outstanding.

(I) Reimbursement. Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction

requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB.

(J) Non-Solitation. During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.

5. **MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES.** The following rights, duties and obligations apply to the Parties:

(A) Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.

(B) Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.

(C) Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement.

(D) Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a "business associate" of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA).

(E) Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree that they will treat and hold as private all Confidential Information of the other Party and that they will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make

accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, information on computer disks or computer print-outs, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public.

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or similar confidentiality agreement, or (iii) information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of the Section 5(E) shall survive the expiration or other termination of this Agreement.

(F) Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with the each other and will not commit any acts or omit

any acts that might tend to obstruct either Party in performing its duties under this Agreement.

6. FEES FOR SERVICES RENDERED.

(A) Administration Fee. Client will not be charged an administrative fee for the establishment of this account with TMB.

(B) Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to 6.00% of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

(C) Payment Terms: TMB will submit an invoice on or around the 10th day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within fifteen (15) days from the Client's receipt of the invoice.

Fees outstanding are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

Client agrees to report to TMB, within ten (10) business days of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.

(D) Attorney/Collection Fees. In the event that TMB retains an attorney or collection agency to assist in the collection of any amounts owed to TMB by Client, TMB will include such costs and fees incurred as a result of such retention in the amount to be collected from the Client. Client will be responsible for all reasonable attorneys' fees and costs incurred by TMB as a result of Client's nonpayment.

(E) Right to Offset. In addition to all other remedies available to TMB, in the event Client fails in its obligation to pay TMB in a timely manner in accordance with the terms of this Agreement for Services, or any other amounts owed, and Client fails to cure said obligation within a five (5) day period following notification from TMB, TMB shall be entitled to offset any such unpaid amounts against any and all amounts received by TMB as payment on accounts referred to TMB pursuant to this Agreement.

(F) Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 6(F), Client shall immediately pay to TMB all amounts then due and outstanding.

7. **LIMITATION OF LIABILITY.**

(A) Subject to Section 7(C) below, TMB shall not be liable to Client or any third party for any damages resulting from or related to this Agreement or the Services performed hereunder, except for damages resulting from the gross negligence or willful misconduct of TMB.

(B) In no event shall TMB be liable to Client or any third party for any incidental, indirect, special, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, loss of data, business interruption, or any other damages or losses arising out of or related to this agreement or the performance or breach thereof, regardless of the theory of liability (contract, tort or otherwise), even if TMB has been advised of the possibility thereof.

(C) TMB's entire liability for any matter arising from or related to this Agreement shall be limited to the amounts paid by Client to TMB under this Agreement within the twelve (12) months preceding the event giving rise to such damages, if any.

8. **TERMINATION OF AGREEMENT.**

(A) This Agreement may be terminated as follows:

(i) By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within thirty (30) days (five (5) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or

(ii) By either Party for any reason and at any time by providing sixty (60) days prior written notice of such intent to the other Party. During the Sixty (60) day period, the Agreement shall continue in full force and the Parties shall be obligated to act in accordance with this Agreement.

(iii) Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by TMB, with no further obligation, if Client engages in any illegal conduct or commits any act which may be classified as a felony or a misdemeanor under state or federal law.

(B) In the event that this Agreement is terminated, the Parties agree that:

(i) TMB will not be liable for any costs incurred by the Client in securing another billing collection agency;

(ii) TMB will not pay or refund money earned as a result of Services provided to the Client;

(iii) TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period. Once the aforementioned information is delivered to the Client, Client agrees to release TMB of all liability for the information's safekeeping; and

(iv) Client shall allow TMB to remove all software that has been provided to the Client by TMB on all of Client's computers. All hardware owned by TMB will be returned at the termination of this Agreement. The Client will immediately deliver to TMB any and all copies of the MICS software and any other software provided to the Client owned by TMB. Under no circumstances shall any property owned by TMB be retained by the Client more than twenty (20) days from the date this Agreement has been terminated. In the event the Client fails to return the property and software of TMB within the prescribed time frame, the Client shall pay TMB, as liquidated damages and not as a penalty, \$100.00 per day until the property is returned.

9. **INDEMNIFICATION.** TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.

Additionally, Client shall indemnify and hold harmless TMB and TMB's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to any breach or violation of any Medicare rules or regulations by Client or Client's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within fifteen (15) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically

the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.

The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.

The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible hereunder prior to making a claim against the Indemnifying Party hereunder.

The provisions of the Section 9 shall survive the expiration or other termination of this Agreement.

10. **LIMITED LICENSES.** TMB grants Client a limited license to utilize and distribute TMB proprietary software materials as incorporated in the product. The materials may not be utilized for any other purpose other than specifically stated in this Agreement. Client agrees that any such use violates this Agreement and will result in damages to TMB. Client agrees and understands that the product may include protected intellectual property of entities other than TMB and that TMB, by virtue of its agency relationship with these entities, is or may be required to assist these entities in the prosecution of any party that may infringe or attempt to infringe upon such protection.

11. **ARBITRATION.** Any controversy or claim arising out of or related to this Agreement or the breach thereof, other than actions for non-payment of any amounts due hereunder from Client to TMB, which the Parties hereto are unable to resolve after at least thirty (30) days of good faith negotiations, shall be settled, except as may otherwise be provided herein, by binding arbitration and the arbitration award may be entered as a final judgment in any court having jurisdiction thereon. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding. All arbitration proceedings shall be conducted by three arbitrators, one of which is appointed by each party, and the third appointed by the other two, unless the parties agree otherwise. The costs of the arbitrator shall be shared equally among the Parties. The Parties agree that Edgecombe County, North Carolina shall be the proper forum for arbitration brought under this Agreement.

12. **MISCELLANEOUS.**

(A) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement.

(B) **Modifications.** This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

(C) **Headings.** All headings are inserted for convenience of the Parties and do not define the specific terms.

(D) **Force Majeure.** The failure by TMB to any extent to furnish, or the interruption or termination of, the collection services, in whole or in part resulting from causes beyond the control of TMB shall not render TMB liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due TMB hereunder, nor relieve Client from the obligation to fulfill any covenant or agreement herein.

(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(F) Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.

(G) Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

(H) Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subject to Section 11 above, any claim or dispute hereunder shall be made or brought only in the state or federal courts sitting in HYDE County, North Carolina, the Parties hereto waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it.

(I) Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.

(J) Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.

(K) Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.

(L) Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB: Colleton Software
 Attention: Brian Gurkin
 PO Box 1138
 Walterboro, South Carolina 29844

Client Hyde County Emergency Medical Services
 Attention: Justin Gibbs, Emergency Services Director
 30 Oyster Creek Road, P.O. Box 95
 Swan Quarter, NC 27885

(M) Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

(N) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(O) Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first above written.

HYDE COUNTY, NORTH CAROLINA

WITNESS:

By: _____
Title: _____
Date: _____

TARHEEL MEDICAL BILLING, INC.

WITNESS:

By: _____
Title: _____
Date: _____

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

Corrinne Gibbs
Hyde County Finance Officer

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 7, 2014
Presenter: Manager Rich
Attachment: Yes

ITEM TITLE: RECYCLING GRANT & HYDE COUNTY'S RANKING
IN NORTH CAROLINA

SUMMARY: In a recent report by NCDENR it was announced that North Carolina recorded the lowest per-capita rate for solid waste disposal in 2013 since measurement began in 1991, continuing a steady downward trend in disposal per person that started in 2006.

The per capita recovery rate for common household recyclables helps compare the relative effectiveness of residential recycling services, while total recycling measures broader community effort. Communities ranked high on each list offer examples of the most effective recycling programs in North Carolina. Hyde County ranked 22nd in Total Public Recycling Per Capita Recovery and 29th in Common Household Recyclables Per Capita Recovery.

The Hyde County Board of Commissioners commends Utilities Director Clint Berry for his participation in recycling grant programs and his excellent recycling performance.

RECOMMEND: Receive report.

Motion Made By: ___ Barry Swindell
___ Dick Tannell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Motion Seconded By: ___ Barry Swindell
___ Dick Tannell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Vote: ___ Barry Swindell
___ Dick Tannell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.



N.C. Department of Environment and Natural Resources

Release: Immediate
Date: March 6, 2014

Contact: Rob Taylor
Phone: 919-707-8139

Public recycling programs contribute to record low disposal rates; state rankings profile the most effective recycling communities in North Carolina

RALEIGH – North Carolina recorded the lowest per-capita rate for solid waste disposal in 2013 since measurement began in 1991, continuing a steady downward trend in disposal per person that started in 2006.

Public recycling programs across the state are contributing to this trend by providing services that divert materials from disposal and return them to the state's recycling economy.

The N.C. Department of Environment and Natural Resources collects data on disposal and public recycling programs each year, tracking progress being made in recycling efforts.

“The business of recycling is an increasingly dynamic contributor to the North Carolina economy and public recycling programs serve as a critical link in the supply chain delivering materials to industry,” said Scott Mouw, state Recycling Program director in the Division of Environmental Assistance and Customer Service.

The nature of materials collected and managed by public recycling programs continues to change, as does the types of recycling services provided. Fiscal Year 2012-13 saw the launch of the state's first public program collecting food waste from citizens for composting in Orange County. More citizens than ever have access to curbside recycling, with 315 public curbside recycling programs serving more than 1.84 million N.C. households. Efforts to collect special wastes such as electronics, fluorescent lights and used cooking oil also grew last year. Public recycling programs have tripled the amount of construction and demolition waste they recycle in the last ten years, with more public programs collecting used shingles for use as an ingredient in asphalt pavement.

DENR uses municipal and county report data to profile public recycling efforts and to measure the per-capita recycling rates for each county in the state. Counties are then ranked based on their program performance. A copy of the rankings for FY 2012-13 is included below. Counties are ranked in two different ways: first based on their total recycling of all materials, and second based on their recycling of common household recyclables. In each case, data on the recovery of yard waste and tires is excluded from the totals to allow for consistency. Tire and yard waste generation can vary widely from year to year and by region based a number of conditions.

The per capita recovery rate for common household recyclables helps compare the relative effectiveness of residential recycling services, while total recycling measures broader community efforts. Communities ranked high on each list offer examples of the most effective recycling programs in North Carolina.

“Catawba, Pitt, Dare, Orange and Watauga Counties have demonstrated longstanding leadership, and continue to serve as models for the rest of the state by operating an array of programs that target a wide range of materials” said Rob Taylor, DENR's Local Government Recycling Assistance team leader.

-more-

Onslow and Currituck Counties continue to improve their performance by growing their recovery of common household materials, while Pasquotank and Cumberland Counties push towards the top of the Total Public Recycling list through efforts that target materials such as concrete, bricks and shingles. Pitt and Catawba Counties have traded places for the number 1 and number 2 spots on the Total Public Recycling list for the last several years, with Catawba County reclaiming the top spot for FY 2012-13.

For information on recycling and solid waste disposal, see the FY 2012-13 North Carolina Solid Waste and Materials Management Annual Report at:

http://portal.ncdenr.org/c/document_library/get_file?p_l_id=4649434&folderId=15429422&name=DLFE-81517.pdf

Total Public Recycling Per Capita Recovery		
Rank	County	Lbs/person
1	CATAWBA COUNTY	638.73
2	PITT COUNTY	420.25
3	PASQUOTANK COUNTY	376.29
4	DARE COUNTY	309.92
5	CUMBERLAND COUNTY	304.56
6	ORANGE COUNTY	287.52
7	MACON COUNTY	253.95
8	WATAUGA COUNTY	247.99
9	BRUNSWICK COUNTY	234.28
10	CURRITUCK COUNTY	218.11
11	ONslow COUNTY	200.09
12	IREDELL COUNTY	198.03
13	NEW HANOVER COUNTY	194.19
14	BUNCOMBE COUNTY	173.97
15	NASH COUNTY	168.70
16	ALEXANDER COUNTY	166.59
17	HAYWOOD COUNTY	162.42
18	MECKLENBURG COUNTY	161.20
19	CABARRUS COUNTY	161.13
20	GUILFORD COUNTY	160.07
21	MOORE COUNTY	146.57
22	HYDE COUNTY	146.30
23	FORSYTH COUNTY	145.17
24	WAKE COUNTY	134.32
25	CrAVEN COUNTY	132.97
26	TRANSYLVANIA COUNTY	132.08
27	PENDER COUNTY	131.80
28	GRANVILLE COUNTY	128.94
29	ASHE COUNTY	125.42
30	PAMLICO COUNTY	124.77
31	MADISON COUNTY	124.47

Common Household Recyclables Per Capita Recovery		
Rank	County	Lbs/person
1	DARE COUNTY	279.59
2	PITT COUNTY	245.81
3	WATAUGA COUNTY	233.08
4	CATAWBA COUNTY	223.17
5	BRUNSWICK COUNTY	215.80
6	ONslow COUNTY	193.82
7	CURRITUCK COUNTY	192.71
8	ORANGE COUNTY	186.60
9	CABARRUS COUNTY	154.89
10	GUILFORD COUNTY	151.91
11	NEW HANOVER COUNTY	140.48
12	MECKLENBURG COUNTY	137.99
13	MACON COUNTY	137.68
14	HAYWOOD COUNTY	134.42
15	MOORE COUNTY	128.74
16	ALEXANDER COUNTY	128.18
17	BUNCOMBE COUNTY	127.85
18	CrAVEN COUNTY	127.69
19	TRANSYLVANIA COUNTY	120.91
20	WAKE COUNTY	119.75
21	FORSYTH COUNTY	115.31
22	DURHAM COUNTY	114.66
23	PAMLICO COUNTY	110.83
24	PENDER COUNTY	106.83
25	DAVIE COUNTY	105.21
26	ALLEGHANY COUNTY	102.59
27	JACKSON COUNTY	97.85
28	GRANVILLE COUNTY	97.52
29	HYDE COUNTY	95.60
30	CHATHAM COUNTY	95.48
31	GASTON COUNTY	91.40

32	JACKSON COUNTY	124.16
33	ALLEGHANY COUNTY	120.97
34	CHATHAM COUNTY	120.57
35	DURHAM COUNTY	120.31
36	DAVIDSON COUNTY	119.93
37	SWAIN COUNTY	111.02
38	DAVIE COUNTY	109.34
39	GASTON COUNTY	105.20
40	HENDERSON COUNTY	102.70
41	YANCEY COUNTY	101.76
42	CARTERET COUNTY	97.60
43	CAMDEN COUNTY	96.47
44	POLK COUNTY	93.21
45	CHOWAN COUNTY	92.29
46	UNION COUNTY	92.26
47	SCOTLAND COUNTY	92.11
48	LEE COUNTY	90.71
49	MCDOWELL COUNTY	90.04
50	BURKE COUNTY	88.50
51	ALAMANCE COUNTY	86.78
52	MITCHELL COUNTY	83.96
53	PERSON COUNTY	83.05
54	AVERY COUNTY	79.80
55	PERQUIMANS COUNTY	79.50
56	CLEVELAND COUNTY	78.40
57	LINCOLN COUNTY	78.36
58	HERTFORD COUNTY	77.49
59	WILSON COUNTY	76.13
60	CLAY COUNTY	74.07
61	SURRY COUNTY	68.97
62	WAYNE COUNTY	67.65
63	WASHINGTON COUNTY	65.76
64	MONTGOMERY COUNTY	60.02
65	FRANKLIN COUNTY	59.95
66	RANDOLPH COUNTY	56.18
67	BEAUFORT COUNTY	55.39
68	RUTHERFORD COUNTY	55.27
69	CALDWELL COUNTY	54.24
70	GATES COUNTY	52.67
71	ROWAN COUNTY	50.70
72	BLADEN COUNTY	50.66
73	LENOIR COUNTY	50.41
74	YADKIN COUNTY	50.19
75	WARREN COUNTY	48.75
76	JOHNSTON COUNTY	48.70

32	ASHE COUNTY	90.75
33	MADISON COUNTY	90.43
34	SCOTLAND COUNTY	87.68
35	UNION COUNTY	85.77
36	CUMBERLAND COUNTY	83.67
37	HENDERSON COUNTY	82.66
38	POLK COUNTY	81.13
39	CARTERET COUNTY	80.27
40	MCDOWELL COUNTY	78.89
41	ALAMANCE COUNTY	75.33
42	LEE COUNTY	74.43
43	NASH COUNTY	72.75
44	SWAIN COUNTY	71.63
45	CHOWAN COUNTY	71.44
46	PERSON COUNTY	71.37
47	PASQUOTANK COUNTY	67.99
48	HERTFORD COUNTY	67.53
49	CAMDEN COUNTY	63.24
50	PERQUIMANS COUNTY	61.61
51	DAVIDSON COUNTY	60.70
52	MONTGOMERY COUNTY	58.49
53	MITCHELL COUNTY	58.40
54	SURRY COUNTY	57.91
55	YANCEY COUNTY	57.59
56	IREDELL COUNTY	55.36
57	WILSON COUNTY	53.87
58	RANDOLPH COUNTY	51.88
59	WAYNE COUNTY	51.34
60	CLEVELAND COUNTY	50.01
61	ROWAN COUNTY	48.95
62	BEAUFORT COUNTY	47.84
63	CALDWELL COUNTY	46.23
64	WARREN COUNTY	45.35
65	YADKIN COUNTY	45.32
66	LENOIR COUNTY	42.49
67	FRANKLIN COUNTY	41.21
68	BURKE COUNTY	41.10
69	GATES COUNTY	40.76
70	JOHNSTON COUNTY	40.61
71	VANCE COUNTY	39.63
72	CLAY COUNTY	37.72
73	RUTHERFORD COUNTY	37.00
74	DUPLIN COUNTY	36.65
75	STANLY COUNTY	35.63
76	SAMPSON COUNTY	33.09

77	DUPLIN COUNTY	47.60
78	VANCE COUNTY	45.46
79	STANLY COUNTY	44.05
80	ROCKINGHAM COUNTY	43.31
81	HARNETT COUNTY	41.28
82	WILKES COUNTY	39.57
83	SAMPSON COUNTY	38.96
84	ROBESON COUNTY	38.84
85	HOKE COUNTY	36.90
86	EDGEcombe COUNTY	36.69
87	STOKES COUNTY	31.97
88	RICHMOND COUNTY	31.42
89	MARTIN COUNTY	30.20
90	GRAHAM COUNTY	30.15
91	TYRRELL COUNTY	28.49
92	CHEROKEE COUNTY	26.24
93	CASWELL COUNTY	25.95
94	GREENE COUNTY	25.78
95	NORTHAMPTON COUNTY	16.50
96	COLUMBUS COUNTY	13.11
97	BERTIE COUNTY	12.81
98	ANSON COUNTY	11.06
99	JONES COUNTY	7.80
100	HALIFAX COUNTY	4.67

77	WILKES COUNTY	32.71
78	ROBESON COUNTY	32.54
79	BLADEN COUNTY	32.41
80	AVERY COUNTY	30.82
81	LINCOLN COUNTY	30.58
82	HARNETT COUNTY	30.12
83	GRAHAM COUNTY	27.17
84	EDGEcombe COUNTY	26.09
85	HOKE COUNTY	25.04
86	STOKES COUNTY	24.07
87	ROCKINGHAM COUNTY	23.91
88	GREENE COUNTY	23.79
89	TYRRELL COUNTY	23.64
90	CHEROKEE COUNTY	22.24
91	CASWELL COUNTY	19.32
92	WASHINGTON COUNTY	18.85
93	NORTHAMPTON COUNTY	13.22
94	BERTIE COUNTY	11.26
95	RICHMOND COUNTY	9.70
96	MARTIN COUNTY	9.36
97	JONES COUNTY	7.44
98	COLUMBUS COUNTY	5.02
99	ANSON COUNTY	3.58
100	HALIFAX COUNTY	2.35

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