

BURNSVILLE TOWN COUNCIL
AGENDA
Regular Meeting - Thursday, April 6, 2023, 6pm
Burnsville Town Center

1. Adoption of Agenda
2. Public Comment
3. Consideration of Minutes
 - a. Regular Meeting held on March 2, 2023.
4. Public Hearings
 - a. CDBG-I application - Michelle Ball High Country COG
 - i. Consideration of Resolution
5. Presentations
 - a. Freedom Life Yancey - John Anglin, Shane Hilliard
6. Manager's Update - Heather Hockaday
 - a. Project updates
 - b. Consideration of DEQ-DWI Reimbursement Resolutions
 - c. Consideration of Resolution to apply for the Rural Transformation Grant
 - d. Tax Report
7. Clerk's Update - Chad Fox
 - a. Reschedule May regular Council meeting
 - b. ABC Board vacancy
 - c. Consider EDC nomination
8. Department Updates
 - a. Public Works - Shane Dale
 - i. Contract mowing
 - ii. Proposed sidewalk projects
 - iii. Sewer access agreement - Piedmont Natural Gas
 - b. Finance - Leslie Crowder
 - i. Budget vs. Actual dated March 31, 2023, previously provided to Council
 - ii. Set date for budget work session
 - c. Fire Department - Niles Howell
 - d. Police Department - Brian Buchanan
 - e. Zoning/Code Enforcement - Brian Buchanan
 - f. Burnsville Town Center - Corbin Cooper
9. Council Members' Reports
10. Updates from Advisory Boards and Non-Profits
 - a. Economic Development Commission
 - b. Yancey/Burnsville Chamber of Commerce - Christy Wood
 - c. High Country Council of Governments

11. Closed Session

- a. Pursuant to NCGS 143-318.11(a)(3) to consult with an attorney retained by the public body.
- b. Pursuant to NCGS 143-318.11(a)(6) to conduct Manager & Clerk evaluations.

12. Next Town Council Meeting - May , 2023, 6pm

13. Adjourn

BURNSVILLE TOWN COUNCIL
Regular Meeting - Thursday, March 2, 2023, 6pm
Burnsville Town Center

On Thursday, March 2, 2023, the Burnsville Town Council with Mayor Russell Fox and members Judy Buchanan, Randy Ollis and Bill Wheeler present, held a regular meeting at the Burnsville Town Center. Denise Collier was absent. Also in attendance were town staff members Heather Hockaday, Brian Buchanan, Niles Howell, Leslie Crowder, Chad Fox, and Corbin Cooper; and visitors, Danny McIntosh, Kayti Ledford, Richard Gierloff, Christy Wood, Lucy Doll, among others. Mayor Fox, who presided, called the meeting to order at 6pm and stated that the purpose of the meeting was to conduct business for the month of March 2023. The meeting was streamed live for the public on the Burnsville Town Center's YouTube Channel.

Adoption of Agenda - Judy Buchanan moved to adopt the agenda as presented. Bill Wheeler seconded the motion, which carried.

Public Comment

- Danny McIntosh spoke about the 30th anniversary of the blizzard of 1993. He said that he appreciated the hard work that the Town and County were doing together to improve infrastructure.

Consideration of Minutes - Minutes from a regular meeting held on February 2, 2023 and a special joint meeting with the Yancey County Commission and High Country Council of Governments held on February 8, 2023 were considered. Bill Wheeler made a motion to approve all minutes as read. Judy Buchanan seconded the motion, which carried. All were in agreement.

Public Hearings

1. Main Sewer Interceptor (West) Improvements Project CDBG-I #20-I-3604, Town of Burnsville March 2, 2023

The Town Council of the Town of Burnsville held a public hearing on March 2, 2023, for amending the project area description of the Town's 2020 North Carolina Department of Environmental Quality (DEQ) Community Development Block – Infrastructure Grant (CDBG-I) #20-I-3604 – Main Sewer Interceptor (West) Improvements.

Members present were Mayor Russell Fox, Judy Buchanan, Randy Ollis and Bill Wheeler.

Michelle Ball of High Country Council of Governments and Dana Bolden of Withers Ravenel were present to discuss the purpose of the public hearing for the Town of Burnsville's CDBG-I project #20-I-3604, stating that the purpose of the public hearing was to obtain citizen's views and to respond to the project area description amendment and answer any questions posed by citizens. Mrs. Ball continued saying that the public hearing must cover the initial projects scope and budget, reason for the amendment, and project benefit before the submission of the amendment to DEQ.

The purpose of this public hearing on March 2, 2023 is to obtain citizen's views and to allow response from the public to amend the original description of the project area for better clarity and answer any questions posed by citizens regarding an amendment to the Town of Burnsville's CDBG-I project Main Sewer Interceptor (West) Improvements project #20-I-3604.

In April 2021 the Town was awarded \$1,874,600 in CDBG-I funds to replace an old and deteriorated main sewer interceptor line along West Main Street, Hwy 19E, Ferguson Hill

Road, and Pine Swamp Road that collects wastewater from the entire town. It consists of replacing the existing 10" VCP line with 12,999 linear feet of 10" HDPE sewer line. The project will also include 120 sanitary sewer service taps, 20 point repair sewer service taps, and the rehabilitation of 58 manholes.

A more accurate description of the project area is as follows: **See the attached description, list of private properties, and map.**

Mr. Bolden reminded the Council that all work would be within the existing sewer easements, with no new easements needed.

Mrs. Ball continued by saying that the amendment to this project will not change the scope of the proposed activities or the initial budget.

The Main Sewer Interceptor (West) Improvements project was identified in the Town's 2016 Capital Improvement Plan/Asset Management Plan.

A total of 100% of the CDBG-I funding will be used to benefit Low to Moderate Income (LMI) people. The project area in the Town has been determined to have an area-wide LMI of 56.67%. The project will benefit the entire Town.

The range of activities covered by the CDBG-I funds for Main Sewer Interceptor (West) Improvement project includes:

- Construction.
- Environmental Review
- Engineering Design
- Construction Administration and observation
- Legal activities
- Surveying
- Grant Administration

The State of North Carolina requires that if the Town receives CDBG grant funding that the town will certify that they will comply with the requirements of the general displacement and relocation policy for CDBG grant funding. This policy assists low to moderate income people with costs associated with relocation or displacement, should such relocation become necessary due to the project activities.

CDBG funds can be used for those costs, if necessary. If no displacement and relocation will occur as a result of the proposed CDBG grant activity, then the Town confirms that during this public hearing.

In the past, the Town of Burnsville has applied for and received for the following completed CDBG projects:

- 2005 CDBG-ED - Altec Sewer Line Extension - \$1.0 million, creation of 100 jobs
- 2016 CDBG-I - Peterson Trailer Park Sewer Line Rehab - \$900,000, 45 homes served with functioning wastewater disposal
- 2017 CDBG-I - Indian Trail/Meadow Rd. Sewer Line Rehab - \$1,182,500, 37 homes and a 32 unit apartment building served with functioning wastewater disposal

The Town submitted its CDBG-I application for the Main Sewer Interceptor Replacement Project by November 23, 2020. The CDBG-I application is available for review during normal business hours at the Burnsville Town Hall, 2 Town Square, Burnsville, NC. Additional information is available from the Town Clerk, Chad Fox, (828) 682-2420,

clerk@townofburnsville.org. Should you have any complaints or grievances regarding the subject public hearing, they should be addressed to the addressee mentioned above within 15 business days or by March 23, 2023 and a written response to the written complaints and/or grievances will be sent by the Town within 15 business days, where practicable.

The project will provide more reliable sewer service to the entire Town by eliminating the current inflow and infiltration (I/I) issues due to the deteriorated lines and potential line breaks and/or leaks caused by the same pipes.

The project amendment will be submitted to the Department of Environmental Quality on or about April 10, 2023. Mrs. Ball asked if anyone had questions, there were none.

Open the public hearing - Judy Buchanan moved to open the public hearing at 6:17pm. Bill Wheeler seconded the motion, which carried. All were in agreement.

- Public Comment - Danny McIntosh thanked Michelle Ball and Dana Bolden. He reminded staff that it was not Robert Thomas but Thomas Roberts at the old Chevrolet place. He said that he was in favor of the project, as other items built around the same time have been replaced or repaired.

Judy Buchanan moved to accept the exhibits presented by Michelle Ball and Dana Bolden into the record. Randy Ollis seconded the motion, which carried. All were in agreement.

Close the public hearing - Randy Ollis moved to close the public hearing at 6:20pm. Judy Buchanan seconded the motion, which carried. The public hearing closed.

Presentations

- Chamber of Commerce - Chamber Director Christy Wood presented on tourism. She said that the Chamber is responsible for overseeing the occupancy tax revenue for Yancey County through the Travel and Tourism Committee and her role is to oversee the committee, administer tourism activities, and promotions. She said that the 3% occupancy tax on the \$11 million spent in Yancey County equates to about \$330,000 for her office to spend. She reviewed statistics on growth in lodging income, occupancy taxes collected, origin markets, and overnight visitors.

She also reviewed programs, advertising and marketing, digital presence, and media promotions. She mentioned an upcoming WLOS story on the effort to pass legislation to increase the occupancy tax and alter the allocation to the state standard with 1/3 eligible to be spent on tourism related expenses other than advertising.

- American Red Cross - Joe and Karen Ventrice spoke about smoke detector installations and efforts with the Disaster Action Team to help with the intake of people who have lost their home. They also partner with the Reconciliation House to get them clothes. Mrs. Ventrice mentioned CPR and weather emergency classes at the Senior Center. She also talked about the Battle of the Badges Blood Drive on the following day.

Mr. Ventrice read an excerpt from a proclamation naming March as American Red Cross Month. Mayor Fox moved to approve the proclamation. Randy Ollis seconded the motion, which carried. All were in agreement.

Manager's Update - Town Manager Heather Hockaday

Project updates

1. Town Hall Lift - Mrs. Hockaday updated the Council on the lift project for Town Hall. She said that the total amount, including the construction and lift unit, is \$130,847. Judy Buchanan made a motion to negotiate a contract and authorize Mayor Fox to sign it. Bill Wheeler seconded the motion, which carried. All were in agreement.
2. WWTP Grant Application - Mrs. Hockaday recently attended a CDBG-I class and mentioned the possibility of applying for one-million in available CDBG-I funding. A resolution for an application will be presented in April by Michelle Ball.
3. East Main Sidewalk - Mrs. Hockaday made the Council aware that the Town was awarded a DOT feasibility study grant for the East Main sidewalk project in the amount of \$72,100. She said that the funding will create a study and a plan for funding.

Tax Report - Mrs. Hockaday said that collections are over 95% and the advertisements for unpaid taxes will go out soon.

Clerk's Update - Town Clerk Chad Fox

ABC Board vacancy - Three applications were submitted for the Council to consider. Judy Buchanan nominated Jamie McMahan to fill the remainder of Eddie Bodford's term, ending in April 2024. Bill Wheeler seconded the motion, which carried. All were in agreement.

National Fair Housing Resolution - Mr. Fox presented a resolution for grant compliance. Mayor Fox moved to approve the *Resolution Supporting National Fair Housing Month*. Judy Buchanan seconded the motion, which carried. All were in agreement.

Department Updates

1. Public Works - Public Works Director Shane Dale was not available.
2. Finance - Finance Officer Leslie Crowder previously provided a budget vs. actual and overtime report dated February 27, 2023 to the Council.
 - a. NC Capital Management Trust account - Mrs. Crowder described the trust, saying that it was approved by the State Treasurer and the LGC. All one hundred counties belong to it and she thought that it would be a good way to make additional interest on the money. She recommended starting with an account for the LEO special separation and seeing how it goes. Randy Ollis moved to approve opening a NC Capital Management Trust account for the LEO Special Separation and the *Resolution-Authority To Invest With North Carolina Capital Management Trust*. Judy Buchanan seconded the motion, which carried. All were in agreement.
3. Fire Department - Fire Chief Niles Howell presented a call summary for February with 29 calls, several which were motor vehicle accidents. He has applied for a State Fire Grant in an attempt to obtain thermal imaging cameras and air packs. He also mentioned attending the Local Emergency Planning Committee meeting with representatives from Yancey, Mitchell, and Avery, preparations for the Battle of the Badges Blood Drive, and upcoming inservice training.
4. Police Department - Police Chief Brian Buchanan passed out a monthly activity log and presented a Road Closure Ordinance for the Fit Family 5K on April 22, 2023, prepared after the States' approval. Judy Buchanan moved to approve *An Ordinance Declaring A Road Closure For An Event: "Fit Families 5K"*. Randy Ollis seconded the motion, which carried. All were in agreement.

5. Zoning/Code Enforcement - Zoning Administrator Brian Buchanan recently attended the NC Zoning Officials winter conference in order to maintain his zoning certification. He presented changes to the Zoning Ordinance that may need to be considered. He said the staff has noticed a few minor changes. During his class, he was also made aware that some of Burnsville's Zoning Ordinance language on short term rentals may not be in compliance with recent legislation. Another area discussed was an amendment to off-street parking requirements for Public Safety and Public Works facilities.

Mayor Fox moved to request recommendations from the Burnsville Planning Board in regards to the proposed changes presented by the Zoning Administrator, attached to these minutes. Judy Buchanan seconded the motion, which carried. All were in agreement.

6. Burnsville Town Center - Town Center Manager Corbin Cooper updated the Council on February events and said that he has booked several events recently. He said that this March already has more rentals than March of last year.

Council reports

- Bill Wheeler handed out a report from the High Country Council of Governments mentioning Burnsville's recently acquired grant funding. He mentioned a contact from the insurance commission for Yancey County and upcoming classes for seniors.
- Mayor Fox mentioned the Area C lease, saying that the current tenant wants the space for three years. Mrs. Hockaday reminded the Council that a lease of more than a year requires a 30 day notice and adoption of a resolution at a regular meeting. Mayor Fox said that the rent would increase to \$1500 per month. Judy Buchanan moved to approve advertising for a lease of Area C to ReMax for three years. Bill Wheeler seconded the motion, which carried. All were in agreement.

Mayor Fox recognized John Anglin for his assistance setting up meetings and helping on projects.

Updates from Advisory Boards and Non-Profits

- Yancey/Burnsville Chamber of Commerce - Christy Wood mentioned concerns about the EDC Director vacancy. Mrs. Hockaday said that the EDC will meet Monday night with an update to follow. She also shared concerns from local businesses about grant funds possibly being lost due to not meeting deadlines. Mrs Hockaday said that several items have progressed and that she does not feel like the funds will go back as most of the funds have been committed to projects. Mrs. Wood then mentioned several upcoming Chamber events.

Next Town Council Meeting - April 6, 2023, 6pm

Adjourn - With there being no further business, Judy Buchanan moved to adjourn the meeting at 7:08pm. Bill Wheeler seconded the motion, meeting adjourned.

J. Chad Fox, Town Clerk

T. Russell Fox, Mayor

NOTICE OF PUBLIC HEARING
RELATIVE TO APPLICATION
BY THE TOWN OF BURNSVILLE
FOR FUNDING UNDER THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974, AS AMENDED

Notice is hereby given that the Town of Burnsville will conduct a public hearing on April 6, 2023 at 6:00 PM, or as soon thereafter as the agenda will allow, at the Burnsville Town Center relative to the intention of the Town to apply for FY 2022 CDBG funding under Title I of the Housing and Community Development Act.

The Town of Burnsville intends to submit an application for a grant of approximately \$1.0 million in CDBG Infrastructure funds to make improvements to their aging Wastewater Treatment Plant located at 812 Pine Swamp Road, Burnsville, NC.

The following is a tentative list of proposed activities and an estimated budget. The final application will be reviewed at the public hearing.

Infrastructure Improvements and Grant Administration Estimated Budget \$1.0 million

The proposed project will provide benefits to the entire town, 55.67% of whom are low and moderate income individuals based on U.S. Census data. No individuals will be displaced, nor will any require temporary relocation assistance as a result of the proposed project.

Citizens will be given the opportunity to provide oral and written comment on the Town's past and proposed use of CDBG funds at the public hearing. All interested citizens are encouraged to attend.

If additional information is needed, please contact the Heather Hockaday, Town Manager at 828-682-2420. Formal written complaints or comments concerning the application process that are submitted to the Town Manager prior to or following the public hearing will be responded to within fifteen working days by the Manager. A copy of the completed project application will be available for public review after May 1, 2023, at the Burnsville Town Hall.

Persons with disabilities or who otherwise need assistance should contact Heather Hockaday, Town Manager, at 828-682-2420 or hhockaday@townofburnsville.org (TDD # 711 or Relay North Carolina) by March 29, 2023. Accommodations will be made for all who request assistance with participating in the public hearing.

This information is available in Spanish or any other language upon request. Please contact Heather Hockaday, Town Manager, at 828-682-2420, or at the Burnsville Town Hall for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Heather Hockaday, Town Manager, al 828-682-2420 o en Burnsville Town Hall, de alojamiento para esta solicitud.



RESOLUTION BY THE BURNSVILLE TOWN COUNCIL

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD Small Cities (States) CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The Town of Burnsville has need for and intends to implement a construction project described as the Burnsville Wastewater Treatment Plant Rehabilitation Project, and

WHEREAS, The Town of Burnsville intends to request State grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF BURNSVILLE:

That Town of Burnsville, the **Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **Heather Hockaday, Town Manager, the Authorized Representative**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

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

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6th day of April, 2023 at Burnsville NC, North Carolina.

(Signature of Chief Executive Officer)

Mayor

(Title)

Resolution Declaring Official Intent to Reimburse the Burnsville Town Government for Expenses Incurred for SFRF Water/Sewer Infrastructure Projects

Whereas, the Town of Burnsville, North Carolina plans to undertake a water/sewer infrastructure projects funded by a Grant from the Department of Environmental Quality (DEQ) Division of Drinking Water (DWI). The Grant was awarded from DEQ on 24 August, 2022. The DEQ funding originated from American Rescue Plan Act (ARPA) from the State Fiscal Recovery Fund (SFRF) allocation from the act entitled "Current Operations Appropriations Act of 2021" (Part XII Environmental Quality §12.13 (a)(2). The Grant awarded is as follows:

Main Street, Bennett Street & Glendale Avenue Waterline Improvements-SRP-D-ARP-0124.

Whereas, the total amount of funding for this project is \$5,849,527.00; and

Whereas, Town of Burnsville Government will act as fiscal agent utilizing these funds to pay for administrative costs, engineering costs and construction costs associated with this project.

Whereas, because this project is established as a reimbursement grant, The Town of Burnsville will utilize existing Town enterprise and general funds to pay for certain expenses of this project.

Whereas, after each expense, the Town of Burnsville will request reimbursement from the NC Department of Environmental Quality.

Now, Therefore, Be It Resolved by the Town of Burnsville, NC that:

Section 1: Expenditures of Funds. The Town of Burnsville shall make expenditures as needed from its enterprise or general fund to pay for water projects costs associated with this project.

SFRF Water Infrastructure Project	\$5,849,527.00
-----------------------------------	----------------

Section 2: Reimbursement of Expenses. The Town of Burnsville shall request reimbursement of expenses periodically and timely from the NC Department of Environmental Quality.

Section 3: This resolution expires on December 31, 2026, or when all the SFR funds have been obligated, expended and final reimbursements have been completed, whichever occurs sooner.

Adopted, by the Burnsville Town Council, on this ____ day of ____, 2023.

T. Russell Fox, Mayor

Attest:

J. Chad Fox, Town Clerk

Resolution Declaring Official Intent to Reimburse the Burnsville Town Government for Expenses Incurred for SFRF Water/Sewer Infrastructure Projects

Whereas, the Town of Burnsville, North Carolina plans to undertake a water/sewer infrastructure projects funded by a Grant from the Department of Environmental Quality (DEQ) Division of Drinking Water (DWI). The Grant was awarded from DEQ on 24 August, 2022. The DEQ funding originated from American Rescue Plan Act (ARPA) from the State Fiscal Recovery Fund (SFRF) allocation from the act entitled "Current Operations Appropriations Act of 2021" (Part XII Environmental Quality §12.13 (a)(2). The Grant awarded is as follows:

Main Sewer Interceptor Improvements (East & West)-SRP-W-ARP-0143.

Whereas, the total amount of funding for this project is \$2,153,570.00; and

Whereas, Town of Burnsville Government will act as fiscal agent utilizing these funds to pay for administrative costs, engineering costs and construction costs associated with this project.

Whereas, because this project is established as a reimbursement grant, The Town of Burnsville will utilize existing Town enterprise and general funds to pay for certain expenses of this project.

Whereas, after each expense, the Town of Burnsville will request reimbursement from the NC Department of Environmental Quality.

Now, Therefore, Be It Resolved by the Town of Burnsville, NC that:

Section 1: Expenditures of Funds. The Town of Burnsville shall make expenditures as needed from its enterprise or general fund to pay for this sewer projects costs associated with this project.

SFRF Sewer Infrastructure Project	\$2,153,570.00
-----------------------------------	----------------

Section 2: Reimbursement of Expenses. The Town of Burnsville shall request reimbursement of expenses periodically and timely from the NC Department of Environmental Quality.

Section 3: This resolution expires on December 31, 2026, or when all the SFR funds have been obligated, expended and final reimbursements have been completed, whichever occurs sooner.

Adopted, by the Burnsville Town Council, on this ____ day of ____, 2023.

T. Russell Fox, Mayor

Attest:

J. Chad Fox, Town Clerk

Resolution Declaring Official Intent to Reimburse the Burnsville Town Government for Expenses Incurred for SFRF Water/Sewer Infrastructure Projects

Whereas, the Town of Burnsville, North Carolina plans to undertake a water/sewer infrastructure projects funded by a Grant from the Department of Environmental Quality (DEQ) Division of Drinking Water (DWI). The Grant was awarded from DEQ on 24 August, 2022. The DEQ funding originated from American Rescue Plan Act (ARPA) from the State Fiscal Recovery Fund (SFRF) allocation from the act entitled "Current Operations Appropriations Act of 2021" (Part XII Environmental Quality §12.13 (a)(2). The Grant awarded is as follows:

Bakers Creek Pump Station-SRP-W-ARP-0140.

Whereas, the total amount of funding for this project is \$599,500.00; and

Whereas, Town of Burnsville Government will act as fiscal agent utilizing these funds to pay for administrative costs, engineering costs and construction costs associated with this project.

Whereas, because this project is established as a reimbursement grant, The Town of Burnsville will utilize existing Town enterprise and general funds to pay for certain expenses of this project.

Whereas, after each expense, the Town of Burnsville will request reimbursement from the NC Department of Environmental Quality.

Now, Therefore, Be It Resolved by the Town of Burnsville, NC that:

Section 1: Expenditures of Funds. The Town of Burnsville shall make expenditures as needed from its enterprise or general fund to pay for sewer projects costs associated with this project.

SFRF Sewer Infrastructure Project	\$599,500.00
-----------------------------------	--------------

Section 2: Reimbursement of Expenses. The Town of Burnsville shall request reimbursement of expenses periodically and timely from the NC Department of Environmental Quality.

Section 3: This resolution expires on December 31, 2026, or when all the SFR funds have been obligated, expended and final reimbursements have been completed, whichever occurs sooner.

Adopted, by the Burnsville Town Council, on this ____ day of ____, 2023.

T. Russell Fox, Mayor

Attest:

J. Chad Fox, Town Clerk

Resolution Declaring Official Intent to Reimburse the Burnsville Town Government for Expenses Incurred for SFRF Water/Sewer Infrastructure Projects

Whereas, the Town of Burnsville, North Carolina plans to undertake a water/sewer infrastructure projects funded by a Grant from the Department of Environmental Quality (DEQ) Division of Drinking Water (DWI). The Grant was awarded from DEQ on 24 August, 2022. The DEQ funding originated from American Rescue Plan Act (ARPA) from the State Fiscal Recovery Fund (SFRF) allocation from the act entitled "Current Operations Appropriations Act of 2021" (Part XII Environmental Quality §12.13 (a)(2). The Grant awarded is as follows:

Burnsville Water Treatment Plant Improvement Project-SRP-D-ARP-0128.

Whereas, the total amount of funding for this project is \$1,345,706.00; and

Whereas, Town of Burnsville Government will act as fiscal agent utilizing these funds to pay for administrative costs, engineering costs and construction costs associated with this project.

Whereas, because this project is established as a reimbursement grant, The Town of Burnsville will utilize existing Town enterprise and general funds to pay for certain expenses of this project.

Whereas, after each expense, the Town of Burnsville will request reimbursement from the NC Department of Environmental Quality.

Now, Therefore, Be It Resolved by the Town of Burnsville, NC that:

Section 1: Expenditures of Funds. The Town of Burnsville shall make expenditures as needed from its enterprise or general fund to pay for water projects costs associated with this project.

SFRF Water Infrastructure Project	\$1,345,706.00
-----------------------------------	----------------

Section 2: Reimbursement of Expenses. The Town of Burnsville shall request reimbursement of expenses periodically and timely from the NC Department of Environmental Quality.

Section 3: This resolution expires on December 31, 2026, or when all the SFR funds have been obligated, expended and final reimbursements have been completed, whichever occurs sooner.

Adopted, by the Burnsville Town Council, on this ____ day of ____, 2023.

T. Russell Fox, Mayor

Attest:

J. Chad Fox, Town Clerk

Resolution Declaring Official Intent to Reimburse the Burnsville Town Government for Expenses Incurred for SFRF Water/Sewer Infrastructure Projects

Whereas, the Town of Burnsville, North Carolina plans to undertake a water/sewer infrastructure projects funded by a Grant from the Department of Environmental Quality (DEQ) Division of Drinking Water (DWI). The Grant was awarded from DEQ on 24 August, 2022. The DEQ funding originated from American Rescue Plan Act (ARPA) from the State Fiscal Recovery Fund (SFRF) allocation from the act entitled "Current Operations Appropriations Act of 2021" (Part XII Environmental Quality §12.13 (a)(2). The Grant awarded is as follows:

Bolens Creek Raw Water Lines and Cane River Intake Improvements Project-SRP-D-ARP-0123.

Whereas, the total amount of funding for this project is \$2,221,191.00; and

Whereas, Town of Burnsville Government will act as fiscal agent utilizing these funds to pay for administrative costs, engineering costs and construction costs associated with this project.

Whereas, because this project is established as a reimbursement grant, The Town of Burnsville will utilize existing Town enterprise and general funds to pay for certain expenses of this project.

Whereas, after each expense, the Town of Burnsville will request reimbursement from the NC Department of Environmental Quality.

Now, Therefore, Be It Resolved by the Town of Burnsville, NC that:

Section 1: Expenditures of Funds. The Town of Burnsville shall make expenditures as needed from its enterprise or general fund to pay for water projects costs associated with this project.

SFRF Water Infrastructure Project	\$2,221,191.00
-----------------------------------	----------------

Section 2: Reimbursement of Expenses. The Town of Burnsville shall request reimbursement of expenses periodically and timely from the NC Department of Environmental Quality.

Section 3: This resolution expires on December 31, 2026, or when all the SFR funds have been obligated, expended and final reimbursements have been completed, whichever occurs sooner.

Adopted, by the Burnsville Town Council, on this ____ day of ____, 2023.

T. Russell Fox, Mayor

Attest:

J. Chad Fox, Town Clerk

Resolution Declaring Official Intent to Reimburse the Burnsville Town Government for Expenses Incurred for CDBG-I Sewer Infrastructure Project

Whereas, the Town of Burnsville, North Carolina plans to undertake a sewer infrastructure project funded by a Grant from the Department of Environmental Quality (DEQ)). The Grant was awarded from DEQ on 22 April, 2021. The DEQ funding originated from Community Development Block Grant-Infrastructure program in the Federal Department of Housing and Urban Development (HUD). The Grants are awarded is as follows:

Main Sewer Interceptor Improvements- CDBG-I Number 16-I-3154 (funded in 2020) Planning Grant: \$125,400.00. CDBG-I Number-20-I-3604 Construction Grant: \$1,874,600.00.

Whereas, the total amount of funding for this project is \$2,000,000.00; and

Whereas, Town of Burnsville Government will act as fiscal agent utilizing these funds to pay for administrative costs, engineering costs and construction costs associated with this project.

Whereas, because this project is established as a reimbursement grant, The Town of Burnsville will utilize existing Town enterprise and general funds to pay for certain expenses of this project.

Whereas, after each expense, the Town of Burnsville will request reimbursement from the NC Department of Environmental Quality.

Now, Therefore, Be It Resolved by the Town of Burnsville, NC that:

Section 1: Expenditures of Funds. The Town of Burnsville shall make expenditures as needed from its enterprise or general fund to pay for water projects costs associated with this project.

CDBG-I Infrastructure Project \$2,000,000.00

Section 2: Reimbursement of Expenses. The Town of Burnsville shall request reimbursement of expenses periodically and timely from the NC Department of Environmental Quality.

Section 3: This resolution expires on December 31, 2024, or when all the grant funds have been obligated, expended and final reimbursements have been completed, whichever occurs sooner.

Adopted, by the Burnsville Town Council, on this ____ day of ____, 2023.

T. Russell Fox, Mayor

Attest:

J. Chad Fox, Town Clerk

A RESOLUTION BY THE TOWN OF BURNSVILLE, NC APPROVING AN APPLICATION for NORTH
CAROLINA DEPARTMENT of COMMERCE RURAL TRANSFORMATION GRANT FUND
RURAL ENGAGEMENT & INVESTMENT PROGRAM
EAST MAIN STREET SIDEWALKS PROJECT

WHEREAS, the Burnsville Town Council has indicted its desire to assist and promote Resilient Neighborhoods within the Burnsville town limits; and,

WHEREAS, in 2021 the North Carolina Department of Transportation funded a Burnsville Bicycle and Pedestrian Project Acceleration Implementation Plan adopted by the Town Council which included the proposed project; and,

WHEREAS, the Council supports the proposed project to build and connect sidewalks along East Main Street to Depot Street and Highway 19E inside the town limits; and,

WHEREAS, in 2023 the North Carolina Department of Transportation has obligated funding for a Feasibility Study of the East Main Street Sidewalks Project; and,

WHEREAS, the Council wishes to submit a formal application for Resilient Neighborhoods in the amount of up to \$950,000.00 from the North Carolina Department of Commerce, Rural Transformation Grant Fund, Rural Engagement & Investment Program; and,

NOW, THEREFORE, BE IT RESOLVED, by the Burnsville Town Council:

1. That the Town of Burnsville is authorized to submit a formal application to the North Carolina Department of Commerce, Rural Transformation Grant Fund, Rural Engagement & Investment Program in order to fund the East Main Sidewalk project to assist and promote Resilient Neighborhoods within the Burnsville town limits.
2. That the Mayor and Town Manager, or either of them, are hereby authorized to execute the grant applications and any supporting or necessary documents to submit the grant
3. That all acts and doings of officers, employees and agents of the Town, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
4. That this resolution shall become effective upon its adoption.

Adopted this the ___ day of April, 2023.

T. Russell Fox, Mayor

ATTEST:

J. Chad Fox, Clerk



Jamie L. McMahan
Planning & Economic Development Director
Member NCEDA, AICP, NREDA, SEDC

17 March 2023

Mrs. Heather Hockaday
Burnsville Town Manager

Re: Nomination to Fill Vacancy on the Yancey County EDC Board

Dear Heather:

Regarding the matter referenced above, I write on behalf of the Board of Directors of the Yancey County Economic Development Commission to formally present their nomination of Mrs. Jill Austin to fill the unexpired three-year term previously held by Jim Ashton, who has officially resigned.

Jill certainly needs no introduction, but as a formality, we commend her nomination to the Mayor and Council as a long-time business owner, community advocate, and civic volunteer. She previously held a position on the Yancey EDC Board as the County Commission delegate for thirteen years and served on numerous other public and nonprofit boards. Jill brings a wealth of experience and local economic development knowledge. The Yancey EDC Board believes that her continued participation on the board will be invaluable and has unanimously voted to recommend her nomination to the Burnsville Town Council for appointment to fill the vacant seat.

Should there be any questions, please advise. Thanks for your time, kind attention, and the Mayor and Council's thoughtful consideration.

Sincerely,

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

Jamie L. McMahan, Interim Exec. Dir.

113 Green Mountain Drive, P.O. Box 246, Burnsville, NC 28714
(828) 682-7722
Jamie.McMahan@yanceycountync.gov

SEWER ACCESS AGREEMENT

This Sewer Access Agreement ("Agreement") is made and effective this 29th day of March 2023 (the "Effective Date") by and between Piedmont Natural Gas Company, Inc. ("Piedmont"), and the Town of Burnsville ("Town"). Piedmont and Town are each a "Party" and collectively, the "Parties".

WHEREAS, The Town is the owner of certain sanitary sewer facilities located in Yancey County ("Sewer System"); and

WHEREAS, Piedmont seeks consent to access the Sewer System to perform closed circuit video inspection, location survey activities, sewer cleaning activities, and sewer repair activities on the Sewer System and its natural gas facilities (the "Work") to mitigate risk and damage to natural gas distribution systems and sewer facilities; and

WHEREAS, The Parties have mutually agreed to enter into this Agreement in order to memorialize the specific terms of the access to the Sewer System by Piedmont.

NOW, THEREFORE, in consideration of the execution of this Agreement, and other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) The Town hereby grants to Piedmont, and Piedmont accepts from the Town, a non-transferable, non-exclusive, right to access the Sewer System (including any Town property upon which the Sewer System is located) solely to perform the Work by Piedmont and its employees, agents, and contractors (each a "Piedmont Party" and collectively, the "Piedmont Parties") and for no other purpose, subject to the Piedmont Parties' compliance with the terms and conditions set forth herein. The rights granted hereunder are solely for performance of the Work by Piedmont. No Piedmont Party shall access the Sewer System for any other purpose nor shall any Piedmont Party allow any other person or parties into the Sewer System without prior written consent from the Town.

- a) Piedmont agrees that its rights to access the Sewer System shall at all times be subordinated to the Town's right to use the Sewer System.
- b) No Piedmont Party shall (i) construct, alter, modify, relocate or remove any improvement in or on the Sewer System without the Town's prior consent; (ii) disturb or interfere with the Town's operations or use of the Sewer System, except as standard Work practices may reasonably require; (iii) damage any part of the Sewer System or any personal property owned or held by the Town or its employees, agents or contractors; (iv) create or permit any liens to attach to the Sewer System; or (v) create or cause any sewer blockages, backups, spills, or accidental discharges.
- c) Any and all costs and expenses for all Work shall be the sole responsibility of

Piedmont. The Town shall have no liability for any costs or expenses or any other costs and expenses of any Piedmont Party under this Agreement.

- d) Piedmont shall, at Piedmont's sole cost and expense, promptly restore or cause to be restored any portion of the Sewer System or Town property damaged by any Piedmont Party. Repairs to the Sewer System shall be made in accordance with the Town's design and construction standards and specifications effective at the time of the Work. Restoration shall be to approximately the same condition that the Sewer System or property was in immediately prior to the Work. Nothing herein shall prevent Piedmont from using contractors or subcontractors to fulfill its repair obligations contemplated in this Section 1(d) or elsewhere in the Agreement. If requested by Piedmont, Town shall promptly provide a list of contractors which it uses to perform the applicable repair or restoration tasks.
- e) For clarity, the Work will be performed with the goal of identifying damage to Piedmont's natural gas facilities and any damage to the Sewer System directly caused by the boring of natural gas lines. Piedmont shall make a reasonable effort to report to the Town any open and obvious problems observed within the Sewer System; provided, however, Piedmont shall be under no obligation to identify or report to the Town any damages to the Sewer System which are not of a nature that could be reasonably related to the Work or to natural gas line boring and shall not be liable or responsible for failing to discover or report any such issues.

2) The initial term of this Agreement shall be for five (5) years from the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless one Party notifies the other Party in writing at least sixty (60) days prior to the renewal date of its election to terminate the Agreement.

3) During the term, Piedmont shall maintain adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or a program of self-insurance, and any other insurance required by law.

4) All Work undertaken in or on the Sewer System by any Piedmont Party shall be performed in a workman like manner and in accordance with applicable laws. Piedmont shall be responsible for obtaining all necessary permits and approvals applying to such Work.

5) Piedmont shall keep all content, results, and products of the Work and any other information regarding the Town 's operations obtained or observed while accessing the Sewer System confidential and will not disclose the same to any third parties, without the prior written consent of the Town, except such information may be disclosed (i) to the officers, directors, employees, contractors and agents of Piedmont who need to know such information for the purpose of performing or evaluating the Work or (ii) as required by law.

6) Piedmont shall indemnify and hold the Town harmless from any and all liabilities, damages, losses, claims, expenses, suits, costs or demands (collectively, "Claims"), that the Town

may sustain or incur to the extent caused by the negligent actions or omissions of the Piedmont Parties, except to the extent such Claims arise out of the negligence or willful misconduct of Town or its employees, agents or contractors. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other Party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits or loss of use) ("Consequential Damages") arising in connection with this Agreement unless such Consequential Damages are due to such Party's gross negligence, misrepresentation; fraud; willful, wanton, or reckless act or omission; or any other intentional conduct of the Party. The terms of this Section shall survive termination or expiration of this Agreement.

7) No waiver or delay in enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any other term, covenant or condition of this Agreement. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be modified by the parties to be compliant with the law and, as modified, enforced. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision, as if such illegal, invalid or unenforceable provision had not been contained herein.

8) Except in cases of merger or sale of assets, the rights granted herein are not assignable by Piedmont without prior written consent of Town, such consent not to be unreasonably withheld, conditioned, or delayed. Town agrees that Piedmont may use subcontractors for any portion of the Work as necessary and determined in Piedmont's sole discretion. The rights granted hereby are binding upon the Parties and their respective successors and assigns and confer no rights to the public or any other person or entity not a party to this Agreement. Any addition or modification to this Agreement must be made in writing and signed by both Parties.

9) This Agreement, and all rights and obligations of the Parties relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of law principles.

10) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may be executed with electronic signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by e-mail or other electronic means shall be effective as if originals.

11) For clarity, nothing in this Agreement shall govern the Parties' respective rights, obligations, remedies, defenses or liabilities with respect to any issues or matters which may be identified as a result of the Work, but which do not actually arise from the Work performed under this Agreement. Neither party waives any rights of any kind whatsoever with respect to any issue or matter which does not arise from the Work performed under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered for and in their names by their duly authorized officers or representatives all as of the day and year first above written above.

Piedmont Natural Gas Company, Inc.

By: _____

Print Name: _____

Title: _____

Town of Burnsville

By: _____

Print Name: Russell Fox

Title: Mayor