Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, September 23, 2025 at 6:00 PM

I. CALL TO ORDER

II. ANNOUNCEMENTS / PROCLAMATIONS

a. Fire Prevention Week

b. International Walk & Bike to School Day - October 8, 2025

III. CHANGES / ADOPTION OF THE AGENDA

IV. PUBLIC COMMENT - The Board shall provide at least one period for public comment per month at a regular meeting.

Prior to the start of the public comment period, persons wishing to address the Board of Commissioners will register on a sign-up sheet stationed by the meeting room door.

V. CONSENT

Consent items are typically non-controversial and routine items. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to old business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion.

a. Consider Approval of Draft August Meeting Minutes
Summary: Draft Meeting Minutes from August the August 7 special meeting, August 12, and August 26 regular meetings.

b. Consider Approval of Amendments to the Public Comment Policy
Summary: In reviewing best practices, staff recommends that the Town of Davidson amend the public comment policy to better define what is relevant to the Town of Davidson on matters of Town business and prohibit campaigning or election-related public comments from candidates. The Board also requested an amendment that speakers indicate the community/town where they live and the difference between public comment and public hearing. This item was previously discussed at the September 9 meeting.

c. Consider Approval of Resolution 2025-22 North Carolina Statewide Mutual Aid and Assistance Agreement
Summary: North Carolina has a statewide mutual aid and assistance agreement that allows cities and towns to share resources and provide assistance to other communities during disasters. The system was developed after Hurricane Fran in 1996 to provide a uniform agreement for cities and counties to help each other

during disasters. The system allows municipalities to access the state's response capabilities without the costs of purchasing, maintaining, and insuring resources. It also provides faster reimbursement from the Federal Emergency Management Agency (FEMA). Town staff is recommending the town approve this agreement so that we will be prepared in the event the Town were to deploy resources in response to Hurricane Helene or other future disasters.

d. **Consider Approval of Resolution 2025-23 Direct the Clerk to Investigate a Voluntary Contiguous Annexation Petition for 18601 Shearer Road and 18633 Shearer Road**
Summary: The property owner is requesting a voluntary contiguous annexation of 18601 Shearer Road, Parcel #00741503, and 18633 Shearer Road, Parcel #00741504. Resolution 2025-23 directs the Town Clerk to investigate the sufficiency of the above-described petition.

e. **Consider Acceptance of Two Energy Efficiency and Conservation Block Grants and Approval of a Capital Project Grant Ordinance 2025-08**
Summary: The Town applied for and received two Energy Efficiency and Conservation Block Grants (EECBG) for solar energy and lighting projects at Fire Station #2 and McEver Fields totaling $644,142. The Town will be a sub-recipient of the State of North Carolina - Department of Environmental Quality. The Board is asked to consider approval of the two grant agreements as well as Capital Project Grant Ordinance 2025-08.

f. **Consider Approval of Resolution 2025-24 Fire Station 2 Rooftop Solar and Battery Design-Build Construction Method Determination and Resolution 2025-25 McEver Baseball Field Renewable Energy Installation Design-Build Construction Method Determination**
Summary: The Town plans to use a $500,000 Energy Efficiency and Conservation Block Grant (EECBG) from the North Carolina Department of Environmental Quality (NCDEQ) to install solar renewable energy projects at McEver Baseball Field. Resolution 2025-24 approves the determination of appropriateness of using the design-build construction method for the McEver Baseball Field Renewable Energy Installation project pursuant to NCGS. 143-128.1A.(b).

The Town plans to use a $144,142.00 Energy Efficiency and Conservation Block Grant (EECBG) from the North Carolina Department of Environmental Quality (NCDEQ) to install rooftop solar and battery storage at Fire Station 2. Resolution 2025-25 approves the determination of appropriateness of using the design-build construction method for the Fire Station 2 Rooftop Solar and Battery project pursuant to NCGS. 143-128.1A.(b).

g. **Consider Adoption of Ordinance 2025-09 Request Street Closure for Christmas in Davidson and Ordinance 2025-10 Request Street Closure for the North Mecklenburg Holiday Parade**
Summary: Each year, the Town of Davidson Board of Commissioners requests that the North Carolina Department of Transportation undertake the formal steps necessary to request street closures in order to conduct Christmas in Davidson (O2025-09) and the North Mecklenburg Holiday Parade (O2025-10) per NCGS §20-169 (3).

h. **Consider Adoption of Ordinance 2025-11 Request Street Closure for the "With These Hands: A Memorial to the Enslaved and Exploited" Dedication Event at Davidson College on October 23**
Summary: The Town of Davidson Board of Commissioners requests that the North Carolina Department of Transportation undertake the formal steps necessary to request street closures for the "With These Hands: A Memorial to the Enslaved and Exploited" dedication event at Davidson College on October 23 (O2025-11) per NCGS §20-169 (3).

i. **Consider Approval of Noise Ordinance Variance Request – Davidson College Fall Fling October 18, 2025**
Summary: Davidson College has requested a noise ordinance variance for Saturday, October 18, for Fall Fling on the Old Tennis Court Lawn from 10:00 p.m. - 1:00 a.m. Staff has reviewed and has no objections.

VI. BUSINESS ITEMS

a. **2024-2025 Strategic Plan Update**
Presenter: Jamie Justice, Town Manager
Summary: The Board of Commissioners and Town staff met in February 2024 to develop the 2024-2025 Strategic Plan. The plan, which was approved at the March 26, 2024 board meeting includes seven strategic goal areas and corresponding priorities. Staff presented previous updates in September 2024 and January 2025. This discussion will include highlights of work that has been completed or is underway.
Action/Proposed Motion: This item is for discussion only.

VII. SUMMARIZE MEETING ACTION ITEMS

Town Manager will summarize items where the board has requested action items for the staff.

VIII. CLOSED SESSION

a. **NCGS §143-318.11. (a) (4) – Economic Development**
Summary: The Board of Commissioners will hold a closed session per NCGS §143-318.11 (a) (4) – Economic Development.

b. **NCGS §143-318.11. (a) (6) – Personnel**
Summary: The Board of Commissioners will hold a closed session per NCGS §143-318.11 (a) (6) – Personnel.

IX. ADJOURN

PROCLAMATION
Fire Prevention Week

WHEREAS, Fire Prevention Week is celebrated throughout North America every October and is the oldest U.S. public health observance on record; and

WHEREAS, The Town of Davidson is committed to ensuring the safety and security of all those living in and visiting Davidson; and

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, The 2025 Fire Prevention Week theme, **"Charge into Fire Safety™: Lithium-Ion Batteries in Your Home"** to better educate the public about how to buy, charge, and dispose of lithium-ion batteries safely; and

WHEREAS, Most of the electronics we use in our homes every day — smartphones, tablets, power and lawn tools, laptops, e-cigarettes, headphones, and toys, to name just a few — are powered by lithium-ion batteries. In fact, most everything that's rechargeable uses this type of battery; and

WHEREAS, Many products sold online and in stores may not meet safety standards and could increase the risk of fire;

WHEREAS, When buying a product that uses a lithium-ion battery, look for a safety certification mark such as UL, ETL, or CSA. This means it meets important safety standards; and

WHEREAS, Charge devices safely by always using the cords that came with the product to charge and following the instructions from the manufacturer; and

WHEREAS, Remember to recycle your device or battery at a safe battery recycling location, because they can start a fire

NOW, THEREFORE, I, Rusty Knox, Mayor of Davidson, do hereby proclaim **October 5-11, 2025, as Fire Prevention Week** and urge everyone to identify common household devices powered by lithium-ion batteries and demonstrate safe behaviors when buying, charging, and recycling lithium-ion battery-powered products..

Proclaimed this the 23rd day of September 2025.

Rusty Knox, Mayor

PROCLAMATION
International Walk to School Day - October 8, 2025

WHEREAS, safe and active transportation, such as walking, provides children with an opportunity to develop healthy habits, build independence, and arrive at school ready to learn; and

WHEREAS, encouraging students to walk, bike, and roll to school promotes physical activity, reduces traffic congestion, improves air quality, and fosters a greater sense of community; and

WHEREAS, this special day highlights the importance of safe and connected infrastructure, including sidewalks, bike lanes, and crosswalks, to support active transportation for children and families; and

WHEREAS, families, schools, and community leaders are encouraged to participate in this celebration, promoting safe walking, biking, and rolling practices, and advocating for safer streets for all; and

WHEREAS, the Town of Davidson recognizes the efforts of local schools, educators, parents, and students in making active transportation a viable and enjoyable option for getting to and from school;

WHEREAS, the Town of Davidson has adopted a Vision Zero Plan and Mobility Plan to increase safe travel options, slow down cars, and reduce our reliance on them;

WHEREAS, the Town of Davidson encourages citizens to walk or ride to school on October 8th, and attend the grand opening of the new Davidson Traffic Garden safety course to be held after school at Davidson Elementary.

NOW THEREFORE, I, Rusty Knox, Mayor of the Town of Davidson, North Carolina, joining with Davidson area schools, parents, PTOs, businesses and community members, do hereby proclaim October 8, 2025 "International Walk to School Day" in Town of Davidson, NC and encourage everyone to consider the safety and health of children today and every day.

Proclaimed this the 23rd day of September 2025.

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Rusty Knox, Mayor

August 7, 2025

TOWN OF DAVIDSON BOARD OF COMMISSIONERS
SPECIAL MEETING

The Town of Davidson Board of Commissioners held a special meeting on Tuesday, August 7, 2025 in the Town Hall and Community Center. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison-Brandon, Autumn Rierson Michael, and Ted Stauffer. Town Manager Jamie Justice and Town Attorney Karen Wolter were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:30 p.m.

- **CLOSED SESSION**

Commissioner Fay made a motion to move to closed session per NCGS §143-318.11 (a) (6) – Personnel and invite Police Chief Phil Geiger and Human Resources Director Amber Levi to join the closed session at 6:35 p.m. The motion passed unanimously (5-0).

Commissioner Rierson Michael made a motion end the closed session at 7:43 p.m. The motion passed unanimously (5-0).

- **ADJOURN**

Commissioner Rierson Michael made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 7:45 p.m.

Attest:

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Elizabeth K. Shores
Town Clerk

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Rusty Knox
Mayor

August 12, 2025

SECOND TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, August 12, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison-Brandon, Autumn Rierson Michael, and Ted Stauffer. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS**

Communications Director Jessica Eggimann announced the following:

On Wednesday, July 30, 2025, the Davidson Police Department (DPD) was notified of vandalism that occurred at the Plum Creek Park restrooms the evening prior. This is the latest in a series of vandalism incidents at Plum Creek Park. It has been established through security footage that one individual was traveling on a one-wheeled vehicle. While Davidson takes pride in being a safe and welcoming community, acts of vandalism and the destruction of public property will not be tolerated. Davidson Police are seeking help from the community and asking that they report any information that could help identify the individuals involved. If you have any information related to this case, please contact 911, email policeinfo@townofdavidson.org, or submit a tip to North Mecklenburg Crime Stoppers at 704-896-7867 or www.northmeckcrimestoppers.org. Citizens may submit tips and information anonymously.

Construction on the roundabout at Robert Walker Drive continues. In the next phase, southbound traffic will be routed through the new roundabout. Northbound traffic will stay in its current pattern. The project is still slated for completion at the end of August.

The annual ‘Stuff the Truck’ event hosted by the Davidson Fire Department will take place this Saturday, August 16 from 9:00 a.m. - 12:00 p.m., in the Davidson United Methodist Church (DUMC) parking lot (233 S. Main St.) Help us fill a Davidson fire truck with back-to-school snacks and supplies for those in need. The most sought-after items include lunch boxes, water bottles, granola bars, applesauce pouches, crackers, cookies, fruit snacks, and small bottled waters.

The Annual LKN Fondo Charity Bike Event will be held on Sunday, August 17. Three rides will be offered, starting at 7:30 a.m.: 30-miles, 50-miles, and 75-miles. The rides will originate on Lorimer

Road near the Town Green and head east out of town on Davidson-Concord Road.

Please be aware that Lorimer Road will be closed from the CVS parking lot to Davidson-Concord Road from 6:00 p.m. on Saturday, August 16 until 4:00 p.m. on Sunday, August 17. The bike event and after-party will take place during the day on Sunday, August 17. Organizers expect approximately 500 participants, so please exercise caution when traveling around Town. Downtown parking for Sunday church services may be affected by this event.

The Town of Davidson is hosting a Making Sense of Solar event on August 18th at the Davidson Town Hall and Community Center. 251 South Street, from 5:30 p.m. to 7:00 p.m. Join us for an exciting conversation with experts as we dive into the latest developments in solar policy and regulatory landscape and the practical implications for homeowners, business owners, and nonprofit organizations. For additional information, visit www.solarizecharmeck.com.

Please join us on Monday, August 18, in the Ben & Jerry's parking lot for a Back-to-School movie night. Bring your chairs and blankets for the movie Ferris Bueller's Day Off. The movie will begin at dusk with pre-show trivia starting at 7:30 p.m.

The next Davidson Board of Commissioners Chat will be held on Tuesday, August 19 from 7:00 p.m. - 8:00 p.m. at the Davidson Public Safety Building. The August chat will be an opportunity to meet with Commissioners and Police Chief Phil Geiger. Commissioner Chats are public meetings designed to be informal ways for residents to discuss current issues and projects in the Town. All are welcome to attend!

Applications to participate as a vendor at the 2025 Christmas in Davidson or to participate in the 43rd Annual North Mecklenburg Holiday Parade are now available online. Christmas in Davidson will take place nightly from 6:00 p.m. – 9:00 p.m. on Thursday, December 4; Friday, December 5; and Saturday, December 6. The 43rd Annual North Mecklenburg Holiday Parade will take place on Saturday, December 6, at 1:00 p.m. The parade route is approximately 2 miles long and follows Main Street (Hwy. 115) from Historic Downtown Davidson, ending at the intersection of North Main Street and Catawba Avenue in the Town of Cornelius.

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (5-0).

- **QUARTERLY COMMISSIONER REPORTS**

Each board member provided an update of the outside Board to which they have been appointed.

Centralina Regional Council - Commissioner Autumn Rierson Michael
Charlotte Regional Transportation Planning Organization – Mayor Knox
Lake Norman Transportation Commission – Mayor Knox
Community Capital and Bond Committee - Commissioner Ryan Fay
Metropolitan Transit Commission - Mayor Rusty Knox
Visit Lake Norman - Commissioner Steve Justus

- **BUSINESS ITEMS**

(a) Assistant Town Manager Austin Nantz and Sonyia Turner, Senior Project Manager from UNC's Development Finance Initiative, presented **an update on the analysis of Town Owned Land for the potential of affordable housing development** opportunities that align with adopted Town objectives. DFI conducted analysis on five sites throughout Town and presented their findings.

Next steps include the Town selecting up to two sites that best meet local priorities for DFI phase II engagement. Phase II Engagement will include site-specific pre-development feasibility services, including community engagement, solicitation of private development partner(s), and DFI supporting the Town in negotiating development agreements with selected partners.

(b) Assistant Town Manager Austin Nantz and Christina Danis, Director of the Community Economic Development Department for Centralina Regional Council, presented an **update on the North Mecklenburg Housing Preservation Initiative.** In an effort to support affordable housing preservation, specifically in the towns of Cornelius, Davidson, and Huntersville, Centralina Regional Council will partner on a $1 million HUD Community Project Funding (CPF) grant to help low- and moderate-income (LMI) homeowners who are elderly, disabled, or veterans make critical home improvements that enable them to age in place. Each Town will be awarded $250,000 of the grant, and the remaining funding will cover the grant administration costs. Centralina anticipates completing the program relaunch within approximately 28 to 36 months.

(c) Senior Planner Lindsay Laird reviewed with the Board of Commissioners the recommended **proposal for Preservation and Adaptive Reuse/Redevelopment of the Sloan House**. In 2023, the Town commissioned a building conditions assessment and use study for the Louise Sloan House, located at 230 South Main Street. Based on the Sloan House study, the Town issued a Request for Proposals (RFP) for adaptive reuse of the Sloan House in early March 2025. The Town received three proposals for adaptive reuse/redevelopment. Concepts included an inn, a violin shop, and a tapas restaurant/wine bar. An RFP Review Committee carefully reviewed each proposal against what was asked for in the RFP and recommended the tapas restaurant/wine bar concept submitted by The Historic Sloan House, LLC as the preferred option. This item was previously discussed at the July 22, 2025 Board of Commissioners Meeting.

> ***Commissioner Rierson Michael made a motion to the proposal for preservation and adaptive reuse of the Sloan House submitted by The Historic Sloan House, LLC and authorize the Town Manager to work with all parties to finalize a contract, deed restrictions, a preservation easement, and execute the sale of the property in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission.. The motion passed unanimously (5-0).***

(d) Project Manager Doug Wright presented the **2025 Resurfacing Project Contract**. The 2025 resurfacing project will take place in the East Davidson area, with most streets being in the River Run neighborhood. Formal bids were received and Carolina Curb & Gutter was the low bid for $582,068.50. This amount is within budget and staff recommends approval. 2025 is the last year of the 5-year resurfacing plan. A third-party evaluation of all town-maintained streets will be conducted when work is complete and a new 5-year plan will be developed.

Commissioner Mattison Brandon made a motion to approve the 2025 Resurfacing Project Contract. The motion passed unanimously (5-0).

(e) Town Manager Jamie Justice discussed with the Board the **Mecklenburg Public Transportation Authority MOU.** On July 1, 2025, North Carolina Governor Josh Stein signed the Projects for Advancing Vehicle-Infrastructure Enhancements (P.A.V.E.) Act into law. This law would enable Mecklenburg County to place a one-cent sales tax referendum on the November 4, 2025, ballot. If approved by the voters, the revenue from this tax is projected to generate billions of dollars for improvements in rail, roads, and buses, aiming to alleviate traffic congestion in the area as well as improve mobility, regional economic competitiveness, and quality of life. If the November referendum is passed by the voters, the sales tax rate will increase from 7.25% to 8.25% on July 1, 2026.

The P.A.V.E. Act establishes the Mecklenburg Public Transportation Authority (MPTA), a new independent 27-member transit authority, charged with overseeing all public transportation in Mecklenburg County. The P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1, 2026. The creation of this authority and certain actions would be contingent on the approval of a voter referendum authorized by the P.A.V.E. Act. If the voters approve the sales tax, the appointing authorities would need to be able to promptly appoint members to the MPTA to ensure that the MPTA can take action to meet the January 1, 2026 deadline.

This Memorandum of Understanding (MOU) sets out the appointing authorities collectively agreeing and outlining the process by which the creation of an appointment to the MPTA will be made in order to comply with the P.A.V.E. Act. The MOU outlines a proposed schedule regarding the creation of the MPTA as well as additional agreements and processes for the appointment of members to the MPTA.

The Board will be asked to approve the MOU at the August 26, 2025 meeting.

(f) Transportation Planner Andrew Golden presented **an update on the Vision Zero Action Plan**, a local safety plan that aims to achieve and maintain zero fatalities and serious injuries on our roadways. It utilizes the Safe Systems Approach to prioritize projects that create a culture of safety that focuses on roadway design and education. The Davidson Vision Zero Action Plan was adopted by the Board of Commissioners in June 2023. Since that time, staff from various departments have worked together to implement the plan's safety initiatives.

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Justus made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 8:08 p.m.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

August 26, 2025

FOURTH TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, August 26, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Knox, Commissioners Ryan Fay, Tracy Mattison-Brandon, Autumn Rierson Michael, and Steve Justus. Commissioner Ted Stauffer was absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS**

Communications Director Jessica Eggimann announced the following:

The 2025 Stuff the Truck event hosted by the Davidson Fire Department, in partnership with FeedNC and Trane was another huge success! Community members stuffed every square inch of a Davidson fire truck - even the cab, with 1,030 pounds of back-to-school supplies, almost 200 pounds more than last year's contributions, and monetary gifts totaling $5,320.

Town of Davidson municipal offices, including the Davidson Town Hall & Community Center (251 South Street) and the Davidson Public Safety Building (216 S. Main Street), will be closed on Monday, September 1, 2025, in observance of Labor Day. Offices will re-open on Tuesday, September 2, 2025, for regular business hours from 8:00 a.m. – 5:00 p.m. According to Waste Pro, garbage and recycling pick-up will be on a one-day delay.

The Town of Davidson is pleased to offer the Davidson Main Street Business grant for the eleventh year. The Davidson Board of Commissioners approved $15,000 to fund this grant program for Fiscal Year 2026 to support small businesses by creating jobs, providing financial benefits, and spurring private investment in our business districts. The first application period will be from September 1 through October 31, 2025. Additional application periods will be on a 90-day rolling basis until all funds are allocated.

Town Advisory Board applications will be accepted beginning Tuesday, September 2 through Friday, October 3.

Nominations for the 2025 G. Jackson Burney Community Service Award will be accepted starting Monday, September 8. This special award honors both Jack Burney and those who improved the

Davidson community through unselfish service over a lifetime. All submissions must be received by September 30 to be considered.

Mayor Knox read a proclamation for **National Suicide Prevention Awareness Month.**

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

> ***Commissioner Mattison Brandon made a motion to adopt the agenda. The motion passed unanimously (4-0).***

- **PUBLIC COMMENT**

The public comment period opened at 6:06 p.m. and closed at 6:10 p.m. Two people spoke during the public comment period.

Steve Sonnenberg spoke about the North Mecklenburg Housing Preservation Initiative, in opposition to affordable housing on town-owned land, and about the Affordable Housing Industry Roundtable.

David Lusk spoke GospelFest event and complimented Economic Development Director Kim Fleming and resident Ruby Houston for the event.

- **CONSENT AGENDA**

Approval of July Meeting Minutes
Approval of FY2026 Tax Levy Order of Collection for Mecklenburg and Iredell Counties and FY2025 Settlement Statements
Approval of Resolution 2025-19 Adopting the 2025 Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan
Approval of a Tax Levy Adjustment
Approval of Resolution 2025-20 Interlocal Agreement with Mecklenburg County to Provide Fire Services in the Davidson ETJ/North Star Fire District
Approval of BA2026-05 - Mecklenburg County Emergency Management grant to fund the Town-wide Comprehensive Emergency Management Plan (CEMP)
Approval of Noise Ordinance Variance Request – Neal Residence, 226 South Street, October 11, 2025
Approval of Contract with ESP Associates, Inc. for Design of the River Run to Summers Walk Greenway

> ***Commissioner Mattison-Brandon made a motion to approve the consent agenda. The motion passed unanimously (4-0).***

- **BUSINESS ITEMS**

(a) On behalf of Parks and Recreation Director Leslie Willis, Assistant Town Manager Austin Nantz presented a request from Benji Beall to **name one of the trails, "Clontz Trail"** to honor the Clontz

Family's contribution to the land. Benji is working with the Town of Davidson's Parks and Recreation Department to install 3 trailhead signs in Beaty Park as part of his Eagle Scout project. The signs will include a brief history of the park, trail layout and distances, and amenities.

> ***Commissioner Mattison Brandon made a motion to approve naming a trail in Beaty Park, Clontz Trail, in accordance with the Town of Davidson Naming Policy. The motion passed unanimously (4-0).***

(b) Assistant Town Manager Austin Nantz presented the **Affordable Housing and Equity Board Transition.** Affordable housing work is increasingly technical and complex, requiring specialized expertise in areas such as development finance, real estate, construction, and land use policy. Staff recommended transitioning from the formal Advisory Board model to a more flexible engagement model that would bring in local industry professionals and subject-matter experts as needed on a project-by-project basis.

> ***Commissioner Justus made a motion to transition from the current format of a formal Affordable Housing and Equity Advisory Board to an administrative ad hoc Affordable Housing Industry Roundtable Group, effective immediately. The motion passed unanimously (4-0).***

(c) Town Manager Justice reviewed with the Board the **Mecklenburg Public Transportation Authority Memorandum of Understanding.** On July 1, 2025, North Carolina Governor Josh Stein signed the Projects for Advancing Vehicle-Infrastructure Enhancements (P.A.V.E.) Act into law. This law would enable Mecklenburg County to place a one-cent sales tax referendum on the November 4, 2025, ballot. If approved by the voters, the revenue from this tax is projected to generate billions of dollars for improvements in rail, roads, and buses, aiming to alleviate traffic congestion in the area as well as improve mobility, regional economic competitiveness, and quality of life. If the November referendum is passed by the voters, the sales tax rate will increase from 7.25% to 8.25% on July 1, 2026.

The P.A.V.E. Act establishes the Mecklenburg Public Transportation Authority (MPTA), a new independent 27-member transit authority, charged with overseeing all public transportation in Mecklenburg County. The P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1, 2026. The creation of this authority and certain actions would be contingent on the approval of a voter referendum authorized by the P.A.V.E. Act. If the voters approve the sales tax, the appointing authorities would need to be able to promptly appoint members to the MPTA to ensure that the MPTA can take action to meet the January 1, 2026 deadline. This item was previously discussed at the August 12, 2025 meeting.

This Memorandum of Understanding (MOU) sets out the appointing authorities collectively agreeing and outlining the process by which the creation of an appointment to the MPTA will be made in order to comply with the P.A.V.E. Act. The MOU outlines a proposed schedule regarding the creation of the MPTA as well as additional agreements and processes for the appointment of members to the MPTA.

> ***Commissioner Fay made a motion to approve the Mecklenburg Public Transportation Authority Memorandum of Understanding. The motion passed unanimously (4-0).***

- **CLOSED SESSION**

  Commissioner Rierson Michael made a motion to move to closed session pursuant to North Carolina General Statute §143-318.11 (a) (5) – Real Property at 6:33 p.m. The motion passed unanimously (4-0).

  Commissioner Rierson Michael made a motion to end the closed session at 7:07 p.m. The motion passed unanimously (4-0).

- **ADJOURN**

  Commissioner Fay made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 7:08 p.m.

Attest:

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Rusty Knox
Mayor

____
Elizabeth K. Shores
Town Clerk

The Town of Davidson

Public Comment Policy

Overview

In 2005, the North Carolina General Assembly, through the passage of NCGS 160A-81.1, required that each municipality in North Carolina provide a period for public comment at least once per month at a regular meeting of the board of commissioners. The General Assembly gave board of commissioners the authority to adopt rules governing the conduct of the public comment period. The Town of Davidson recognizes the importance of receiving comments from the public. ~~The purpose of the public comment period is to give the public an opportunity to express their views, comments or opinions to the board of commissioners.~~ It is a time for the board of commissioners to listen to the public. The following rules have been established to maintain order and decorum during the public comment period. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

Public Comment Period

The public comment period shall be reserved as an item of business on the agenda for the board of commissioners' regular meeting, which is currently held on the fourth Tuesday of each month. The board may allocate up to one hour (60 minutes) for public comment during a regular meeting. All comments to the board of commissioners during the public comment period shall be subject to the following guidelines:

1. Prior to the start of the public comment period, persons wishing to address the board of commissioners will register on a sign-up sheet stationed by the meeting room door. Prior to beginning the public comment period, the Mayor will collect the sign-up sheet and recognize speakers in the order that they registered. Speakers will address the board of commissioners from the podium and special accommodations will be made for persons with a disability with appropriate advanced notice to the Town Clerk. Speakers shall ~~will be asked to~~ identify themselves for the record and shall indicate the community/town in which they reside.

2. Speakers may speak on any topic unless it is a topic for which a public hearing is being held on the same regular meeting agenda. For public hearing topics, speakers will need to sign up separately for that public hearing topic. The purpose of the public comment period is to give the public an opportunity to express their views, comments, or opinions to the Board on matters of Town business. ~~Topics must be germane to the Town of Davidson~~.

3. Each speaker shall be limited to a maximum time of three (3) minutes. Each speaker will only be allowed to speak once during the public comment period. The Town Clerk shall serve as timekeeper and the Mayor will promptly announce when the speaker's time has expired.

PROPOSED CHANGES

4. No time may be yielded or transferred from one speaker to another. Each speaker will be concise and avoid repetition. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.

   a. A designated spokesperson for a group of three or more may be allocated 6 minutes to speak. At least three members of the group must be present and names of those members present must be submitted to the Town Clerk before the meeting begins. Other than pursuant to this rule, you may not give your time to another speaker to increase that speaker's allotted time.

5. The public comment period is not intended to require the board of commissioners and/or any staff to answer any impromptu questions. Board members may ask a speaker to clarify information in order to better understand the speaker's comments. The board of commissioners will not take action on an item presented during the public comment period. Upon completion of the public comment period and when appropriate, the board of commissioners may summarize the comments heard from citizens and the board of commissioners may refer inquires made during the public comment period to the Town Manager to address as appropriate. If necessary, the item may be added to the agenda of a future meeting, thereby providing the staff an opportunity to research the item and provide data to the board of commissioners for consideration and review.

6. Speakers will address comments to the entire board of commissioners as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the public comment period.

7. Speakers who have prepared written remarks are encouraged to leave a copy of such remarks with the Town Clerk. Speakers who have materials that they want distributed to the board related to the item they plan to discuss during the public comment period, shall provide nine (9) copies of those documents to the Town Clerk prior to the start of the meeting. The Clerk shall distribute the copies to the Davidson Mayor and Board of commissioners, Attorney, and Town Manager and retain one copy for the record.

8. Speakers shall be civil and courteous in their language and presentation. Insults, personal attacks, accusations, profanity, vulgar language, inappropriate gestures, or other inappropriate behavior will not be tolerated.

9. No speaker shall be allowed to discuss any matter regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board of Commissioners.

10. In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare "out-of-order" any person who fails to comply with this policy. The Mayor shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting.

11. Special accommodations may be granted to citizens with a disability that are unable to speak in-person by submitting an online form or contacting the Town Clerk at (704) 940-9614 at least 48 hours prior to a scheduled board meeting.

PROPOSED CHANGES

RESOLUTION 2025-22
RESOLUTION AUTHORIZING NORTH CAROLINA STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE TOWN OF DAVIDSON

WHEREAS, North Carolina's Statewide Mutual Aid Agreement is a voluntary agreement between local governments to share resources during a disaster; and

WHEREAS, The agreement was developed after Hurricane Fran in 1996 to help North Carolina's cities and counties assist each other during and after disasters; and

WHEREAS, Participation in North Carolina's Mutual Aid System is voluntary. Signing the agreement enables the Town of Davidson to receive or provide assistance to or from another community; and

WHEREAS, All activities performed under the mutual aid agreement are declared government functions.

NOW, THEREFORE BE IT RESOLVED, by the Town of Davidson Board of Commissioners that the 2023 Statewide Mutual Agreement, a copy of which is attached hereto and incorporated herein by reference, is approved for authorization and execution on behalf of the Town of Davidson.

Adopted this ___day of ______ 2025.

Attest:

____
Rusty Knox, Mayor

____
Elizabeth K. Shores, Town Clerk

FOR THE TOWN OF DAVIDSON, NORTH CAROLINA

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters.

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;

2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;

3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;

4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times.

THEREFORE, pursuant to G.S. 166A-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" include personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

“Emergency Area” The geographical area covered by a state of emergency.

“Incident” means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word “incident” includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Planned Event" means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade. funeral coverage, or fairs.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

"State of Emergency" means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own residents. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

A. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, imminent, in progress, or has already occurred) and of the damage sustained to date;

2. Services: Identification of the service function(s) for which assistance is needed and the type of assistance needed;

3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;

4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.

6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

B. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Emergency Management Agency

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Emergency Management Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Emergency Management Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Emergency Management Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;

2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)

3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and

4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

2. Maintain daily personnel time records, material records, and a log of equipment hours;

3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider’s materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT/DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary

Department of

Public Safety

Date:

BY:

William C. Ray, Director

Division of Emergency

Management

Date:

LOCAL GOVERNMENT UNIT

By:

Chief Executive Officer/Local

Government Name: Town of Davidson, Mecklenburg County, North Carolina

Title: James E. Justice, Town Manager

Date:

Witness:

Elizabeth K. Shores, Town Clerk

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel/Department of Public Safety

Date:

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by on authorizes:
to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME: J. Ryan Monteith

TITLE: Davidson Fire Chief

DAY PHONE: (704) 940-9624 NIGHT PHONE:

CELL PHONE: (980)483-8031 FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME: Austin Nantz

TITLE: Assistant Town Manager

DAY PHONE: (704)940-9602 NIGHT PHONE:

CELL PHONE: (704)249-5879 FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME: Philip Geiger

TITLE: Davidson Police Chief

DAY PHONE: (704) 940-9617 NIGHT PHONE:

CELL PHONE: (980)250-2921 FAX:

RESOLUTION 2025-23
DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31
18601 Shearer Road (Parcel #00741503) and 18633 Shearer Road (Parcel #00741504)

WHEREAS, a petition requesting annexation of an area described in said petition was received on September 2, 2025 by the Davidson Board of Commissioners; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of Davidson deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Davidson that:

> The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

Adopted on the ____of ______ 2025.

____
Rusty Knox, Mayor

Attest:

____
Elizabeth K. Shores, Town Clerk

Petition for Voluntary Contiguous Annexation

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: 09/02/2025

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in the attached metes and bounds and annexation plat documents meets the requirements of N.C.G.S 160A-31 and respectfully request that the area described below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson.

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the _____ day of __________________, 20 ____.

PETITIONER(S)
This petition must be signed by the owners of each parcel proposed for annexation.
Attach additional sheets, if necessary.

Name	Address & Tax Parcel ID
Porter Homes, LLC (contact: Greg Perreault)	18601 and 18633 Shearer Rd
	00741503 and 00741504

NOTE: If the deed has multiple owners, such as a husband and wife, then all individuals must sign this petition form. Attach the copy of the deed of each property to the corresponding petition sheet. The original copies with signatures must be submitted to the Town Clerk. If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed.

Complete Annexation Form must include: Petitioner/Owner Information, Metes and Bounds description, Annexation Plat, and documentation of Charlotte Water Confirmation of Willingness to Serve.

Submit Town of Davidson for application fee
Date and form of payment: ______________________________
Signature of Town Clerk: ______________________________

GUISEWHITE PROFESSIONAL LAND SURVEYING, PC

Project # 25-080 Dembridge-Shearer September 10, 2025

Description of Annexation Area

ALL THAT CERTAIN tract or parcel of land situate in Deweese Township, Mecklenburg County in the state of North Carolina. Said parcel being more particularly described as follows:

COMMENCING AT NORTH CAROLINA GEODETIC SURVEY STATION "M 006" HAVING THE FOLLOWING PUBLISHED GRID COORDINATES: NORTHING: 631,930.53', EASTING: 1,468,424.71' AND FROM SAID STATION RUN S 20°23'12" E, A GRID DISTANCE OF 3668.88', USING A COMBINED SCALE FACTOR OF:0.9998520975 TO THE TRUE POINT OF BEGINNING, AND FROM SAID BEGINNING POINT RUN; THENCE, N 43°27'54" E, A DISTANCE OF 56.43' TO A POINT; THENCE, N 43°41'03" E, A DISTANCE OF 66.42' TO A POINT; THENCE, N 43°40'28" E, A DISTANCE OF 200.75' TO A POINT; THENCE, N 43°39'07" E, A DISTANCE OF 233.02' TO A POINT; THENCE, N 37°31'43" E, A DISTANCE OF 127.00' TO A POINT; THENCE, S 32°24'03" E, A DISTANCE OF 158.12' TO A POINT; THENCE, S 04°46'05" W, A DISTANCE OF 473.83' TO A POINT; THENCE, S 76°06'11" W, A DISTANCE OF 524.41' TO A POINT; THENCE, N 00°27'25" E, A DISTANCE OF 78.74' TO A POINT; THENCE, N 00°32'02" E, A DISTANCE OF 95.74' TO A POINT; THENCE, N 00°42'43" E, A DISTANCE OF 53.68' TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS, AN AREA OF 228,046.1 SQUARE FEET, 5.235 ACRES MORE OR LESS. BEING IDENTIFIED AS ALL OF PARCEL ID's #00741504 & #00741503 AS SHOWN ON THE TAX MAPS OF MECKLENBURG COUNTY, NORTH CAROLINA.

DS

NORTH CAROLINA PROFESSIONAL SEAL L-4912 LAND SURVEYOR TIMOTHY S. GUISEWHITE

DocuSigned by:
9192A8DFC66C4FE...
9/10/2025

Timothy S. Guisewhite NC Professional Land Surveyor #L-4912

Prepared By:
Timothy S. Guisewhite, PLS
Guisewhite Professional Land Surveying, PC
www.GPLSurvey.com Tim@GPLSurvey.com

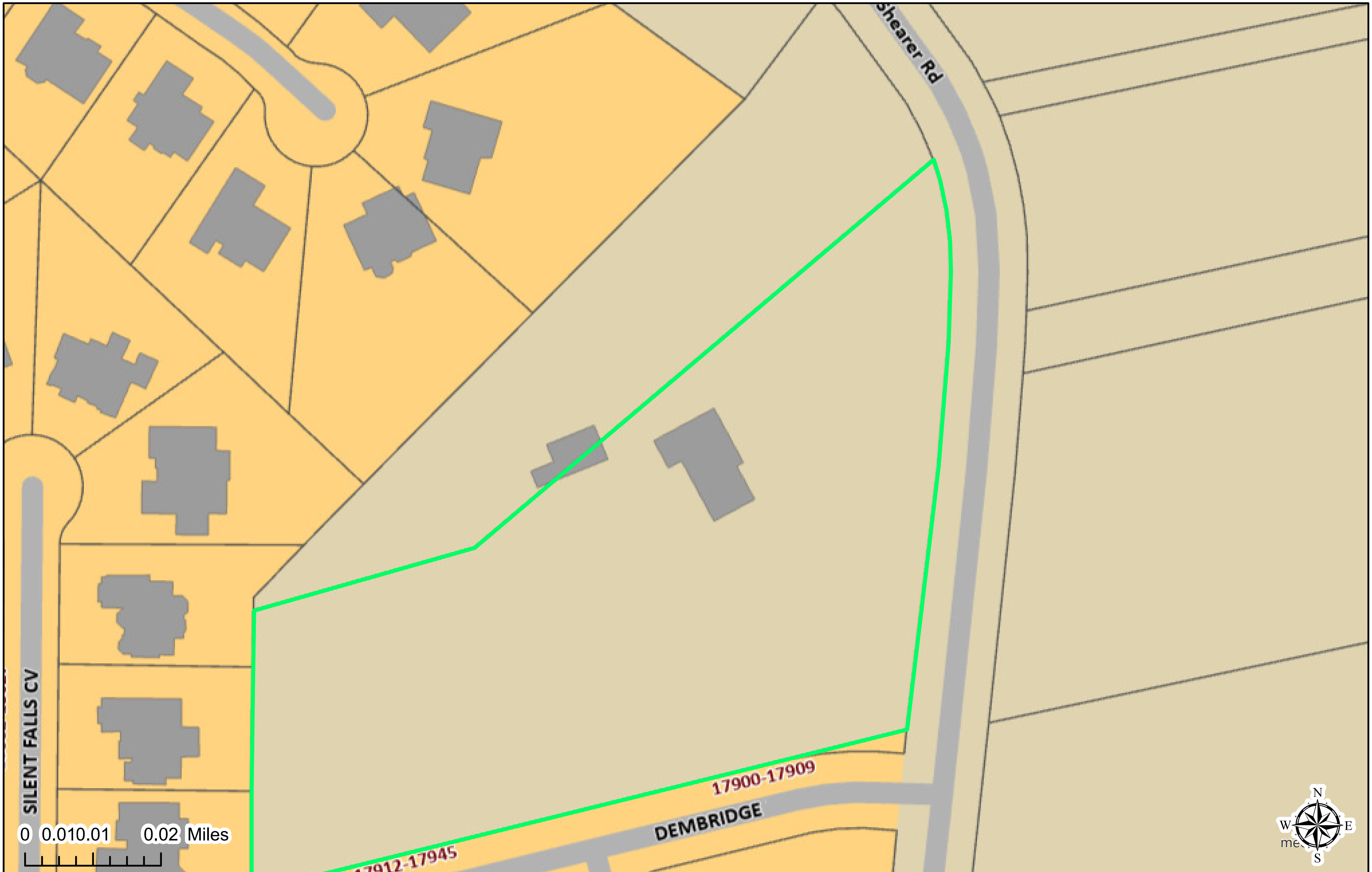
531 Brentwood Rd. - Box 158
Denver, NC 28037
Direct: 704.530.1700

GPLS

Polaris Map – Mecklenburg County, North Carolina

18601 and 18633 Shearer Road

Date Printed: 9/16/2025 9:55 PM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Grant Agreement

SUBRECIPIENT'S FEDERAL IDENTIFICATION NUMBER: **-*-1212**

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF DAVIDSON – FIRE STATION 2** (the "Subrecipient"[1]). The assistance provided to the Subrecipient hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

FEDERAL AWARD IDENTIFICATIONS:	
Subrecipient Name	Town of Davidson – Fire Station 2
Subrecipient UEI	ETMKSGX77JA4
Assistance Listing Number (ALN)	81.128
Federal Award Identification Number (FAIN)	DE-SE0000510
Federal Award Date	1/1/2024
Subaward Period of Performance Start & End Date	01/01/2024-12/31/2026
Amount of Federal Funds Obligated in the Subaward	$144,142.00
Total Federal Funds Obligated to Subrecipient by DEQ (Including this Obligation)	$144,142.00
Total Amount of the Federal Award Committed to Subrecipient by DEQ	$144,142.00
Project Description	The Town of Davidson will partner with North Carolina Department of Environmental Quality (NCDEQ) to install rooftop solar and battery storage at Fire Station 2. This work will be funded by the United States Department of Energy through the Infrastructure Investment and Jobs Act (IIJA). This project will serve two main purposes: (1) To reduce energy sourced by fossil fuels by installing rooftop solar energy on Fire Station 2; and (2) To improve resilience of the Town's emergency response teams by adding battery storage in addition to rooftop solar for Fire Station 2 in case of extreme events or power outages. The system is an estimated 63.69 kW, involving 91 solar panels and an energy offset of 86%, which would equate to an estimated 48, 744 kWh, or 14.5 metric tons of CO2 reduced. This design also includes a 60-kWh battery system for

[1] The Agreement Documents attached hereto may at times use alternative terms to describe the Subrecipient. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "Subgrantee," "Subapplicant," or "Subparticipant."

	energy storage that could be used by the Town's emergency responders during extreme weather events and power outages. The Town of Davidson is awarded $144,142.00 to complete this project. Once the project is completed, community outreach will occur to inform the community about the project, funding received, and benefits of the project such as energy offsets and savings. This outreach will be a means to educate the community on the benefits of energy efficiency and solar renewable energy and to share how the Town is working towards becoming a more sustainable and resilient community. The community will benefit from the energy savings realized through rooftop solar because that opens up funding that can be used for other Town and community needs. Additionally, a more resilient facility for emergency responders can enable them to provide even higher levels of service for the community during extreme weather events and power outages.
Federal Awarding Agency	U.S. Department of Energy
Pass-Through Entity Awarding Official & Contact Information	DEQ Starlette Hodge; star.hodge@deq.nc.gov; 919-707-8750
Federal Award Indirect Cost Rate	15.00%
Contract is R&D	No

1.0 Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (**Article 3 - The Local Government Budget and Fiscal Control Act)**, the Subrecipient understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

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

2.1 Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A).
2.2 Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment B).
2.3 Subrecipient's Conflict of Interest Policy (Attachment C).
2.4 Subrecipient's Certification of No Overdue Tax Debts (Attachment D).
2.5 Subrecipient's Scope of Work and Budget (Attachment E).
2.6 Subrecipient's Award Letter (Attachment F).
2.7 Subrecipients' Federal Certifications (Attachment G).

Together, these documents (the "Agreement Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Subaward Agreement or to any other Agreement Document may only be made through written amendments. Any such written amendment must be duly executed by an authorized representative of each party.

3.0 Precedence Among Agreement Documents. In the event of a conflict or inconsistency between or among the Agreement Documents, the document with the highest relative precedence shall prevail. This Subaward Agreement shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in Section 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

4.0 Agreement Period. This Agreement shall be effective from the date upon which all parties have signed to December 31, 2026, inclusive of those dates. Nothing in this section shall relieve Subrecipient of its post-closeout continuing obligations, including but not limited to records retention and audit requirements.

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

5.1 Undertake and deliver the grant award project, plan or services as described in Attachment E, adhering to all budgetary provisions set out therein throughout the course of performance.

5.2 Review the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as implemented by the Federal Awarding Agency, and ensure that, consistent with the foregoing regulations, all program activities and costs incurred with subaward funds are both allowable and allocable to the Federal Grant Award.

5.3 Comply with all terms, conditions, restrictions and requirements applicable to Subrecipients under the Federal Grant Award.

5.4 Comply with the requirements of N.C.G.S. § 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

5.5 Comply and cooperate with direction and guidance provided by the Department in the course of carrying out its responsibilities as a pass-through entity of federal funds (per 2 CFR 200 Part 200) and as a dispersing agency of State funds (per 09 N.C. Admin. Code 03M).

5.6 Comply with the applicable provisions of Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment B).

5.7 Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.

5.8 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

5.9 Obtain written approval from the Department's Agreement Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.

5.10 Ensure that the terms, conditions, restrictions and requirements of this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Subaward Agreement Document, are made applicable to, and binding upon, any lower-tier subrecipient who receives as a subaward or subgrant any portion of the award funds made available to the Subrecipient hereunder.

5.11 Take reasonable measures to ensure that any lower-tier subrecipient (i) complies with the terms, conditions, restrictions and requirements set forth in this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subrecipient to comply with such terms, conditions, restrictions and requirements.

6.0 Department's Duties. Pursuant to 09 NC. Admin. Code 03M. 0401(6), as an agency that receives and disburses State funds as a grant, the Department is responsible for ensuring that subaward funds are spent consistent with the purposes for which it was awarded. In carrying out the foregoing responsibilities the Department may, at its discretion and as it deems necessary, provide technical assistance, issue guidance, and require contract amendments to ensure that the subaward adheres to the requirements of the federal award. The Department is also responsible for carrying out the duties of a pass-through entity of federal funds pursuant to 2 CFR § 200.332. The Department shall pay the Subrecipient in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

7.0 Total Award Amount. The amount of awarded funds paid by the Department to the Subrecipient under this Agreement shall not exceed **$144,142.00** (the "Amount of Award"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	0000	81.128

Accounting Code Information:

Dollars	Company
$144,142.00	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
205169	56300001	0000000

Funding Source	Project (9 or 10 Digits)
0000	16GE002201

Subrecipient Matching Information:

☒ 7.1 There are no matching requirements from the Subrecipient.

☐ 7.2. There are no matching requirements from the Subrecipient; however, the Subrecipient has committed the following match to this project:

☐	In-Kind	$
☐	Cash	$
☐	Cash and In-Kind	$
☐	Other / Specify:	$

☐ 7.3 The Subrecipient's matching requirement is **$0.00**, which shall consist of:

☐	In-Kind	$
☐	Cash	$
☐	Cash and In-Kind	$
☐	Other / Specify:	$

☐ 7.4 The Subrecipient is committing to an additional **$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Agreement Amount** is **$144,142.00**. The Subrecipient represents that any contributions of its own shall be sourced from non-Federal funds.

8.0 Payment Provisions. Payments to the Subrecipient shall be made in accordance with the following provisions:

8.1 The Department will only issue payment to Subrecipient for project costs that are found to be allowable, allocable, and reasonable pursuant to 2 CFR Part 200, as implemented by the Federal Awarding Agency. Requests for payment shall be submitted in the manner prescribed by the Department. All such requests must be supported with documentation showing that expenditures are consistent with the Approved Activities (as contained in the Scope of Work), the Approved Budget, and the provisions of this Subaward Agreement.

8.2 Subrecipient will be paid in advance in a manner consistent with 2 CFR § 200.305(b), provided they maintain written cash management procedures that minimize the time elapsing between the transfer and disbursement of funds. The procedures must also establish financial management systems that meet the standards for fund control and accountability established by 2 CFR Part 200.

8.3 Advance payment requests must be limited to the minimum amount needed by the Subrecipient and be timed in accordance with their actual, immediate cash requirements in carrying out their portion of the Federal Award program. The timing and amount of advance payment requests must be as close as is administratively feasible to the Subrecipient's disbursement of the funds for direct program or project costs and the proportionate share of any allowable indirect costs.

8.4 Any erroneously drawn funds must be returned to the Department in a timely fashion. This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by Subrecipient's immediate disbursement needs.

9.0 Reimbursement Requirements. If Subrecipient is unwilling or unable to comply with the cash management practices required for advance payments, reimbursement will be the payment method used to issue subaward funds to Subrecipient. Reimbursement will also be available as a payment method upon request of the Subrecipient.

9.1 Reimbursement payments will be issued within thirty (30) calendar days of billing, unless the request is found to be improper by the Department.

9.2 Reimbursement requests must be submitted no more than monthly. Reimbursement requests and supporting documentation must be submitted by no later than forty-five (45) calendar days following the last day of the period of reimbursement. Reimbursement requests received thereafter shall not be paid.

10.0 Subrecipient's Fiscal Year. The Subrecipient represents that its fiscal year is from July 1st to June 30th.

11.0 Availability of Funds. The Subrecipient understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12.0 Reversion of Unexpended Funds. The Subrecipient understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.

13.0 Supplantation of Expenditure of Public Funds. The Subrecipient understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subrecipient would otherwise expend to carry out the project or services described in the Award Proposal.

14.0 Agreement Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Agreement Administrator. The contact information for each party's Agreement Administrator is set out below. Either party may change its Agreement Administrator and/or the associated contact information by giving timely written notice to the other party.

Subrecipient Agreement Administrator	Department's Agreement Administrator
Kayla Kovach, Project Manager Town of Davidson 251 South Street Davidson, NC 28036 Telephone: 704-437-5008 Email: kkovach@townofdavidson.org	Starlette Hodge, SEP Program, Manager State Energy Office MSC 1613 Raleigh, NC 27699-1613 Telephone: 919-707-8750 Email: star.hodge@deq.nc.gov

15.0 Assignment. The Subrecipient may not assign its obligations or its rights to receive payment hereunder.

16.0 Subawards. The Subrecipient understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subrecipient of any duties or responsibilities herein set forth.

17.0 Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Subrecipient shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

17.1 Title VI of the Civil Rights Act of 1964, as amended;
17.2 Civil Rights Restoration Act of 1987, as amended;
17.3 Section 504 of the Rehabilitation Act of 1973, as amended;
17.4 Age Discrimination Act of 1975, as amended;
17.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
17.6 Title IX of the Education Amendments of 1972, as amended;
17.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
17.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subrecipient agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subrecipient receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

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

18.0 Noncompliance and Termination. In addition to the noncompliance and termination provisions contained in 09 NCAC 03M .0801, 2 CFR § 200.339-340 (as applicable), or as otherwise set forth in the terms and conditions of the Federal Award, this subaward is subject to the following:

18.1 Termination by Mutual Consent – This Agreement may be terminated by mutual consent with sixty (60) days written notice to the other party, or as otherwise provided by law

18.2 Termination for Cause – The Department may terminate this Agreement for cause by giving written notice to Subrecipient of such termination and specifying the reason thereof and the effective date thereof. Cause may include misuse of funds, fraud, failure to comply with applicable laws and regulations, failure to timely perform Agreement obligations, or failure to comply with any other requirements of this Agreement after having received technical assistance from the Department.

18.3 Post-Termination Obligations & Procedures – If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Nothing in this section shall relieve Subrecipient of their obligations regarding retention, reporting, closeout, or any other applicable compliance requirements.

18.4 Waiver of Default – Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the subrecipient and is not a waiver of any subsequent default or breach.

19.0 Use of Department Logo. Subrecipient shall not use the Department's logo on any websites, marketing, or outreach materials related to this award without first obtaining written approval from the Department.

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

21.0 Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

22.0 Sovereign Immunity. The Department does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on this Agreement.

23.0 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

24.0 Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents, and employees from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement. The Department shall not provide such indemnification to Subrecipient.

25.0 Force Majeure. Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

26.0 Confidentiality. Subrecipient must implement written procedures that ensure reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information that the federal awarding agency (if applicable) and the Department consider sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

27.0 Property Standards. Subrecipient agrees that it is responsible for the proper custody and care of any State-owned property furnished for use in connection with the performance of this contract and will reimburse the State for its loss or damage. Acquisition, management, and disposition of all property (including real property, equipment, supplies, and intangible property) acquired or improved with subaward funds must comply with the requirements of 2 CFR 200.310 - 316.

28.0 Sales/Use Tax Refunds. If eligible, the Subrecipient and all its subrecipients shall: (1) Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to NCGS 105-164.14; and (2) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

29.0 Definitions. Unless indicated otherwise, the terms used in this Agreement shall have the meanings contained in 2 CFR Part 200 and 09 N.C. Admin. Code 03M.

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

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

TOWN OF DAVIDSON	**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**
Subrecipient's Signature	Department Signature or Authorized Assignee
Jamie Justice Davidson Town Manager Printed Name and Title	Printed Name and Title
Town of Davidson Organization	Department
Date	Date

Attachment A

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-SE0000510		01/01/2024	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699	State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW washington DC 20585	01/01/2024 through 12/31/2026

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	IIJA PL 117-58, 2021 110-140 EISA of 2007	24SE000200

11. Remittance Address	12. Total Amount	13. Funds Obligated
North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699	Govt. Share: $2,999,170.00 Cost Share : $0.00 Total : $2,999,170.00	This action: $2,999,170.00 Total : $2,999,170.00

14. Principal Investigator	15. Program Manager	16. Administrator
	Myles L. Rogers Phone: 240-597-6348	Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
Payment - Direct Payment from U.S. Dept of Treasury	Payment - Direct Payment from U.S. Dept of Treasury	See Attachment 2

20. Accounting and Appropriation Data

05461-2022-31-200835-41020-1005917-0000000-0000000-0000000

21. Research Title and/or Description of Project

BIL: EECBG Program – North Carolina Department of Environmental Quality

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
23. Name and Title	24. Date Signed	26. Name of Officer	27. Date Signed
		David R. Welsh	02/09/2024

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000510	PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
North Carolina Department Of Environmental Quality

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: TFQVKH1E8Y41 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552. In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 01/01/2024 through 12/31/2026 This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779 DOE Project Officer: Myles Rogers E-mail: myles.rogers@hq.doe.gov Phone: 240-597-6348 Recipient Business Officer: Alice Smith E-mail: alice.smith@deq.nc.us Phone: 919-707-8749 Recipient Principal Investigator: Star Hodge E-mail: star.hodge@ncdenr.gov Phone: 919-707-8750 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: Hodge, Star Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

ATTACHMENT A
Federal Award Terms & Conditions

By accepting this subaward of federal financial assistance, the subrecipient understands and accepts that it will be subject to the same federal award terms and conditions as the Department (the pass-through entity) with few exceptions. The following document contains the terms and conditions of the Department's grant award from the Federal Awarding Agency. These terms and conditions "flow down" to the subrecipient through its subaward relationship with the Department. Subrecipient should reach out to the Department's Agreement Administrator if they have any questions about the applicability of any federal terms and conditions to their subaward.

Special Terms and Conditions

North Carolina Department Of Environmental Quality ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):
1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000510."

- Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through 06/30/2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates
SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Cost Sharing Indirect Costs
Indirect costs may be used as cost share only with prior approval from the Contracting Officer.

iii. Award Closeout
The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning

(D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

a. Method of Payment
Payment will be made by reimbursement through the Department of Treasury's ASAP system.

b. Requesting Reimbursement
Requests for reimbursements must be made through the ASAP system.

c. Adjusting Payment Requests for Available Cash
The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

d. Payments
All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

e. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally
The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. ''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil,

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[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

    1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the “Common Rule”), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. Note: This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. Note: If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and

systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the

manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost,

quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

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[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

ATTACHMENT B
Notice of Certain State Monitoring, Reporting, and Audit Requirements

In addition to any federal requirements for monitoring, reporting, and audit that may apply as a condition of a Federal Award, recipients and subrecipients of the Department will be subject to state monitoring, reporting, and audit requirements established by statute and Title 09, Subchapter 03M of the North Carolina Administrative Code, 09 N.C. Admin. Code 03M.

1.0 Reporting Thresholds

1.1 09 N.C. Admin. Code 03M sets minimum reporting requirements for recipients and subrecipients of State financial assistance (which includes Federal financial assistance received by the State and transferred or disbursed to non-State entities as a grant). The reporting thresholds are:

- 1.1.1 Level I: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.
- 1.1.2 Level II: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.2 As a state agency, the Department is required by 09 N.C. Admin. Code 03M.0205 to enforce reporting requirements for recipients and subrecipients that, at minimum, meet the following standards on an annual basis:

- 1.2.1 All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- 1.2.2 All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- 1.2.3 All recipients and subrecipients shall report on activities and accomplishments they undertake, including reporting on any performance measures established in their subaward agreement.
- 1.2.4 Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

1.3 Annual state-required reports must be filed with the Department no later than three (3) months after the recipient or subrecipient’s fiscal year end. In addition to the reports, Recipients and subrecipients that are required to submit a yellow book audit to the Department (Level II Recipients and Subrecipients) must do so no later than nine (9) months after the end of their fiscal year.

1.4 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 1.4.1 Level II Subrecipients required to submit a yellow book audit under 09 N.C. Admin. Code 03M.0205 may satisfy that requirement by submitting a copy of the Single Audit report required by 2 CFR Part 200 for the same funds..

2.0 Monitoring Requirements

Recipients and subrecipients will be required to comply with monitoring and oversight conducted by the Department in accordance with 09 NCAC 03M .0401. The Department will monitor recipient and subrecipient activities under the award as necessary to ensure that funds are used for authorized purposes, that performance goals are achieved, and that recipient and subrecipient activities are in compliance with the award terms and conditions. The Department will determine the monitoring required for Subrecipient based on the Department's initial and ongoing assessments of Subrecipient's fraud risk and risk of noncompliance with the subaward. Depending on the results of its risk assessment, the Department may implement additional monitoring and oversight of Subrecipient's program-related activities.

Attachment C

Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of the Town of Davidson from interfering with the performance of their duties to the Town of Davidson, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the Town of Davidson.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of the Town of Davidson. Governing Board (also board) means the board of commissioners. Commissioner means an individual member of the board of commissioners. Staff member means a person who receives all or part of his/her income from the payroll of the Town of Davidson.

Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Commissioners in all conflicts of interest, including but not limited to the following:
   a) A commissioner is related to another commissioner.
   b) A commissioner is related to a staff member.
   c) A commissioner is also a staff member.
   d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
   e) A commissioner or staff member receives payment from the Town of Davidson for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
   f) A commissioner or staff member is a member of the governing body of a contributor to the Town of Davidson.
   g) A commissioner or staff member may have personal, financial, professional, or political gain at the expense of the Town of Davidson.
   h) A commissioner or staff member engages in activities that may cause a loss of public credibility in the Town of Davidson or create a public impression of impropriety.

2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of commissioners shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested commissioner, even if the disinterested commissioners are less than a quorum, provided that at least one consenting commissioner is disinterested.

3. An interested commissioner, officer, or staff member shall not participate in any discussion or debate of the board of commissioners, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.

4. No commissioner, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or commissioner; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an

officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of commissioners and such transaction was approved by the board in full knowledge of such interest.

6. The disinterested commissioners are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a commissioner, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.

7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.

8. In the event that the Town of Davidson has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that the Town of Davidson prevails in such legal action, litigation, or appeal, the Town of Davidson shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.

9. A copy of this policy shall be given to all board members, officers, and staff members upon commencement of such person's relationship with the Town of Davidson. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed:

Austin Nantz

(signature)

Austin Nantz, Assistant Town Manager

(name printed)

May 22, 2025

(date)

To ensure the policy is being regularly enforced and monitored for compliance, the Town Manager shall remind board and staff members of the policy annually by email and shall require board and staff members to disclose annually any interests that may give rise to conflict.

Use the section below to disclose any interests that may give rise to conflict:

Attachment D
State Grant Certification – No Overdue Tax Debts[1]

Instructions:	Subgrantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Town of Davidson

June 6, 2025

To: State Agency Head and Chief Fiscal Officer

Certification:
I certify that the Town of Davidson does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:
Austin Nantz being duly sworn, say that I am the Assistant Town Manager, respectively, of The Town of Davidson of Davidson in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Austin Nantz
Authorized Official Signature

Austin Nantz, Assistant Town Manager
Name and Title

6/9/25
Date Signed

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

Efart KShn
(Notary Signature and Seal)

My Commission Expires: 9/19/2025

Elizabeth K Shores
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 9/19/25

[1] G.S. 105-243.1 defines: "Overdue tax debt. - Any part of a tax debt that remains unpaid 60 days or more after it becomes collectible under G.S. 105-241.22. The term does not include a tax debt for which the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 60 days after the tax debt became collectible, if the taxpayer has not failed to make any payments due under the installment agreement." & "Tax debt. - The total amount of tax, penalty, and interest collectible under G.S. 105-241.22."

Attachment E

The Town of Davidson will partner with North Carolina Department of Environmental Quality (NCDEQ) to install rooftop solar and battery storage at Fire Station 2. This work will be funded by the United States Department of Energy through the Infrastructure Investment and Jobs Act (IIJA). This project will serve two main purposes: (1) To reduce energy sourced by fossil fuels by installing rooftop solar energy on Fire Station 2; and (2) To improve resilience of the Town's emergency response teams by adding battery storage in addition to rooftop solar for Fire Station 2 in case of extreme events or power outages. The system is an estimated 63.69 kW, involving 91 solar panels and an energy offset of 86%, which would equate to an estimated 48, 744 kWh, or 14.5 metric tons of CO_2 reduced. This design also includes a 60-kWh battery system for energy storage that could be used by the Town's emergency responders during extreme weather events and power outages. The Town of Davidson is awarded $144,142 to complete this project.

Once the project is completed, community outreach will occur to inform the community about the project, funding received, and benefits of the project such as energy offsets and savings. This outreach will be a means to educate the community on the benefits of energy efficiency and solar renewable energy and to share how the Town is working towards becoming a more sustainable and resilient community. The community will benefit from the energy savings realized through rooftop solar because that opens up funding that can be used for other Town and community needs. Additionally, a more resilient facility for emergency responders can enable them to provide even higher levels of service for the community during extreme weather events and power outages.

Estimated timeline:

June 2025: Estimated award date

July – August 2025: Engineering design process

September – November 2025: Bid process for construction

December 2025 – October 2026: Permitting, interconnection, and installation process

November 2026 Finalizing of any grant reports, documents, and/or requirements

December 2026: Grant completion

Attachment E

PROPOSED BUDGET			
Entity Name		Town of Davidson, NC	
Project Name		2024 Town of Davidson Grant Proposal for Renewable Energy Installation at Fire Station 2	
Project Location		Fire Station 2: 19436 Davidson-Concord Rd, Davidson, NC 28036	
Total Amount Requested		$144,142	
Blueprint	**Key Activity**	**Cost**	**Brief Description**
Fire Station 2			
Blueprint 3A	Key Activity 4 Installation of solar Panels and Battery Storage (Rooftop Project)	$144,142	This preliminary estimate includes engineering design and installation costs for solar + battery including equipment, materials, and labor, as well as permitting and interconnection costs.
TOTAL			
		$144,142	

Attachment F

JOSH STEIN
Governor
D. REID WILSON
Secretary
JULIE WOOSLEY
Director

NORTH CAROLINA
Environmental Quality

Monday, April 7th, 2025

Kayla Kovach
c/o Town of Davidson
251 South Street
Davidson, NC 28036

Dear Ms. Kovach,

Thank you for submitting a response to the State Energy Office Request for Proposals to participate in the Energy Efficiency Conservation Block Grant (EECBG) program for your project at Fire Station 2. Congratulations! Your application has been conditionally approved for an award of $144,142. A press release will be issued by our agency shortly. **Please do not make any public announcements until this press release is issued.**

We look forward to working with you as you implement your project. Our team will be in touch shortly to discuss a subawardee contract.

Sincerely,

Julie Woosley
Director, State Energy Office

North Carolina Department of Environmental Quality | State Energy Office
217 West Jones Street | 4345 Mail Service Center | Raleigh, North Carolina 27699-4345
919.707.8778

Attachment G

REQUIRED FEDERAL CERTIFICATIONS (DOE AWARDS)

The undersigned states that:

1. He or she is the duly authorized representative of the Subrecipient named below
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Subrecipient, as set out herein:
   a. The Certification Regarding Nondiscrimination
   b. The Certification Regarding Drug-Free Workplace Requirements
   c. The Certification Regarding Lobbying
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed
4. [Check the applicable statement]

☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action

OR

☒ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action

5. The Subrecipient shall require its subrecipients and contractors, if any, to make the same certifications and disclosure

[signature]	Town Manager
Signature	**Title**
Town of Davidson	6/18/25
Subrecipient Organization Name	**Date**

I. Certification Regarding Nondiscrimination in Federally Assisted Programs

Subrecipient hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which Subrecipient receives Federal assistance from the Department of Energy.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Subrecipient certifies** that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying NCDEQ within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: __________251 South Street__________

City, State, Zip Code: ______Davidson, NC 28036__________

Street Address No. 2: ____________________

City, State, Zip Code: ____________________

3. Subrecipient will inform NCDEQ of any additional sites for performance of work under this agreement.

III. Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Disclosure of Lobbying Activities (SF-LLL)

Instructions for Completion of SF-LLL (if applicable):

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent

in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0344-0046

1. Type of Federal Action:
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
a. bid/offer application
b. initial award
c. post-award

3. Report Type:
a. initial filing
b. material change
For material change only:
Year/Quarter
Date of Last Report

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known

9. Award Amount, if known
$

10.a. Name and Address of Lobbying Registrant
(If Individual: Last name, First name, MI)

(Attach continuation sheets (SF-LLLA) if necessary)

b. Individuals Performing Services (including address if different from No. 10.a.)

(Attach continuation sheets (SF-LLLA) if necessary)

11. Amount of Payment: (Check all that apply)
☐ Actual ☐ Planned

12. Form of Payment: (Check all that apply)
a. cash
b. in-kind; specify:
Nature
Value

13. Type of Payment: (Check all that apply)
☐ retainer
☐ one-time fee
☐ commission
☐ contingent fee
☐ deferred
☐ other; specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Number of Continuation Sheets (SF-LLL-A) Attached:

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature ______________________

Print Name ______________________

Title ______________________

Telephone No. ______________ Date __________

For Federal Use Only

Authorized for Local Reproduction
Standard Form LLL

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Grant Agreement

SUBRECIPIENT'S FEDERAL IDENTIFICATION NUMBER: **-*-1212**

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **TOWN OF DAVIDSON, MCEVER BASEBALL FIELD** (the "Subrecipient"[1]). The assistance provided to the Subrecipient hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

FEDERAL AWARD IDENTIFICATIONS:	
Subrecipient Name	Town of Davidson – McEver Baseball Field
Subrecipient UEI	ETMKSGX77JA4
Assistance Listing Number (ALN)	81.128
Federal Award Identification Number (FAIN)	DE-SE0000510
Federal Award Date	1/1/2024
Subaward Period of Performance Start & End Date	01/01/2024-12/31/2026
Amount of Federal Funds Obligated in the Subaward	$500,000.00
Total Federal Funds Obligated to Subrecipient by DEQ (Including this Obligation)	$500,000.00
Total Amount of the Federal Award Committed to Subrecipient by DEQ	$500,000.00
Project Description	The Town of Davidson will partner with North Carolina Department of Environmental Quality to conduct a renewable energy installation project at the McEver Baseball Field. This work will be funded by the United States Department of Energy through the Infrastructure Investment and Jobs Act (IIJA). Dependent on pricing and timeline, this project will install LED field lighting upgrades and/or rooftop solar on the concession building. Assuming a 40% reduction in energy use from the LED lighting upgrade, there will be an approximate energy usage saving of 24,082 kWh, equating to approximately 8 MT Co2 equivalent.
Federal Awarding Agency	U.S. Department of Energy
Pass-Through Entity Awarding Official & Contact Information	DEQ Starlette Hodge;

[1] The Agreement Documents attached hereto may at times use alternative terms to describe the Subrecipient. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "Subgrantee," "Subapplicant," or "Subparticipant."

	star.hodge@deq.nc.gov; 919-707-8750
Federal Award Indirect Cost Rate	15.00%
Contract is R&D	No

1.0 Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (**Article 3 - The Local Government Budget and Fiscal Control Act)**, the Subrecipient understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

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

2.1 Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A).
2.2 Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment B).
2.3 Subrecipient's Conflict of Interest Policy (Attachment C).
2.4 Subrecipient's Certification of No Overdue Tax Debts (Attachment D).
2.5 Subrecipient's Scope of Work and Budget (Attachment E).
2.6 Subrecipient's Award Letter (Attachment F).
2.7 Subrecipients' Federal Certifications (Attachment G).

Together, these documents (the "Agreement Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Subaward Agreement or to any other Agreement Document may only be made through written amendments. Any such written amendment must be duly executed by an authorized representative of each party.

3.0 Precedence Among Agreement Documents. In the event of a conflict or inconsistency between or among the Agreement Documents, the document with the highest relative precedence shall prevail. This Subaward Agreement shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in Section 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

4.0 Agreement Period. This Agreement shall be effective from the date upon which all parties have signed to December 31, 2026, inclusive of those dates. Nothing in this section shall relieve Subrecipient of its post-closeout continuing obligations, including but not limited to records retention and audit requirements.

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

5.1 Undertake and deliver the grant award project, plan or services as described in Attachment E, adhering to all budgetary provisions set out therein throughout the course of performance.
5.2 Review the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as implemented by the Federal Awarding Agency, and ensure that, consistent with the foregoing regulations, all program activities and costs incurred with subaward funds are both allowable and allocable to the Federal Grant Award.

5.3 Comply with all terms, conditions, restrictions and requirements applicable to Subrecipients under the Federal Grant Award.

5.4 Comply with the requirements of N.C.G.S. § 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

5.5 Comply and cooperate with direction and guidance provided by the Department in the course of carrying out its responsibilities as a pass-through entity of federal funds (per 2 CFR 200 Part 200) and as a dispersing agency of State funds (per 09 N.C. Admin. Code 03M).

5.6 Comply with the applicable provisions of Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment B).

5.7 Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.

5.8 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

5.9 Obtain written approval from the Department's Agreement Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.

5.10 Ensure that the terms, conditions, restrictions and requirements of this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Subaward Agreement Document, are made applicable to, and binding upon, any lower-tier subrecipient who receives as a subaward or subgrant any portion of the award funds made available to the Subrecipient hereunder.

5.11 Take reasonable measures to ensure that any lower-tier subrecipient (i) complies with the terms, conditions, restrictions and requirements set forth in this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subrecipient to comply with such terms, conditions, restrictions and requirements.

6.0 Department's Duties. Pursuant to 09 NC. Admin. Code 03M. 0401(6), as an agency that receives and disburses State funds as a grant, the Department is responsible for ensuring that subaward funds are spent consistent with the purposes for which it was awarded. In carrying out the foregoing responsibilities the Department may, at its discretion and as it deems necessary, provide technical assistance, issue guidance, and require contract amendments to ensure that the subaward adheres to the requirements of the federal award. The Department is also responsible for carrying out the duties of a pass-through entity of federal funds pursuant to 2 CFR § 200.332. The Department shall pay the Subrecipient in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

7.0 Total Award Amount. The amount of awarded funds paid by the Department to the Subrecipient under this Agreement shall not exceed **$500,000.00** (the "Amount of Award"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	0000	81.128

Accounting Code Information:

Dollars	Company
$500,000.00	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
205169	56300001	0000000

Funding Source	Project (9 or 10 Digits)
0000	16GE002201

Subrecipient Matching Information:

☒ 7.1 There are no matching requirements from the Subrecipient.

☐ 7.2. There are no matching requirements from the Subrecipient; however, the Subrecipient has committed the following match to this project:

☐	In-Kind	$
☐	Cash	$
☐	Cash and In-Kind	$
☐	Other / Specify:	$

☐ 7.3 The Subrecipient's matching requirement is **$0.00**, which shall consist of:

☐	In-Kind	$
☐	Cash	$
☐	Cash and In-Kind	$
☐	Other / Specify:	$

☐ 7.4 The Subrecipient is committing to an additional **$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Agreement Amount** is **$500,000.00**. The Subrecipient represents that any contributions of its own shall be sourced from non-Federal funds.

8.0 Payment Provisions. Payments to the Subrecipient shall be made in accordance with the following provisions:

8.1 The Department will only issue payment to Subrecipient for project costs that are found to be allowable, allocable, and reasonable pursuant to 2 CFR Part 200, as implemented by the Federal Awarding Agency. Requests for payment shall be submitted in the manner prescribed by the Department. All such requests must be supported with documentation showing that expenditures are consistent with the Approved Activities (as contained in the Scope of Work), the Approved Budget, and the provisions of this Subaward Agreement.

8.2 Subrecipient will be paid in advance in a manner consistent with 2 CFR § 200.305(b), provided they maintain written cash management procedures that minimize the time elapsing between the transfer and disbursement of funds. The procedures must also establish financial management systems that meet the standards for fund control and accountability established by 2 CFR Part 200.

8.3 Advance payment requests must be limited to the minimum amount needed by the Subrecipient and be timed in accordance with their actual, immediate cash requirements in carrying out their portion of the Federal Award program. The timing and amount of advance payment requests must be as close as is administratively feasible to the Subrecipient's disbursement of the funds for direct program or project costs and the proportionate share of any allowable indirect costs.

8.4 Any erroneously drawn funds must be returned to the Department in a timely fashion. This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by Subrecipient's immediate disbursement needs.

9.0 Reimbursement Requirements. If Subrecipient is unwilling or unable to comply with the cash management practices required for advance payments, reimbursement will be the payment method used to issue subaward funds to Subrecipient. Reimbursement will also be available as a payment method upon request of the Subrecipient.

9.1 Reimbursement payments will be issued within thirty (30) calendar days of billing, unless the request is found to be improper by the Department.

9.2 Reimbursement requests must be submitted no more than monthly. Reimbursement requests and supporting documentation must be submitted by no later than forty-five (45) calendar days following the last day of the period of reimbursement. Reimbursement requests received thereafter shall not be paid.

10.0 Subrecipient's Fiscal Year. The Subrecipient represents that its fiscal year is from July 1st to June 30th.

11.0 Availability of Funds. The Subrecipient understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12.0 Reversion of Unexpended Funds. The Subrecipient understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.

13.0 Supplantation of Expenditure of Public Funds. The Subrecipient understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subrecipient would otherwise expend to carry out the project or services described in the Award Proposal.

14.0 Agreement Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Agreement Administrator. The contact information for each party's Agreement Administrator is set out below. Either party may change its Agreement Administrator and/or the associated contact information by giving timely written notice to the other party.

Subrecipient Agreement Administrator	**Department's Agreement Administrator**
Kayla Kovach, Project Manager City of Davidson	Starlette Hodge, SEP Program, Manager State Energy Office

251 South Street Davidson, NC 28036 Telephone: 704-437-5008 Email: kkovach@townofdavidson.org	MSC 1613 Raleigh, NC 27699-1613 Telephone: 919-707-8750 Email: star.hodge@deq.nc.gov

15.0 Assignment. The Subrecipient may not assign its obligations or its rights to receive payment hereunder.

16.0 Subawards. The Subrecipient understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subrecipient of any duties or responsibilities herein set forth.

17.0 Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Subrecipient shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

17.1 Title VI of the Civil Rights Act of 1964, as amended;
17.2 Civil Rights Restoration Act of 1987, as amended;
17.3 Section 504 of the Rehabilitation Act of 1973, as amended;
17.4 Age Discrimination Act of 1975, as amended;
17.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
17.6 Title IX of the Education Amendments of 1972, as amended;
17.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
17.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subrecipient agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subrecipient receives Federal assistance. For purposes of this provision, “program or activity” shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

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

18.0 Noncompliance and Termination. In addition to the noncompliance and termination provisions contained in 09 NCAC 03M .0801, 2 CFR § 200.339-340 (as applicable), or as otherwise set forth in the terms and conditions of the Federal Award, this subaward is subject to the following:

18.1 Termination by Mutual Consent – This Agreement may be terminated by mutual consent with sixty (60) days written notice to the other party, or as otherwise provided by law
18.2 Termination for Cause – The Department may terminate this Agreement for cause by giving written notice to Subrecipient of such termination and specifying the reason thereof and the effective date thereof. Cause may include misuse of funds, fraud, failure to comply with applicable laws and regulations, failure to timely perform Agreement obligations, or failure to comply with any other requirements of this Agreement after having received technical assistance from the Department.
18.3 Post-Termination Obligations & Procedures – If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination

notice will be disallowed. Nothing in this section shall relieve Subrecipient of their obligations regarding retention, reporting, closeout, or any other applicable compliance requirements.

18.4 Waiver of Default – Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the subrecipient and is not a waiver of any subsequent default or breach.

19.0 Use of Department Logo. Subrecipient shall not use the Department's logo on any websites, marketing, or outreach materials related to this award without first obtaining written approval from the Department.

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

21.0 Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

22.0 Sovereign Immunity. The Department does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on this Agreement.

23.0 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

24.0 Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents, and employees from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement. The Department shall not provide such indemnification to Subrecipient.

25.0 Force Majeure. Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

26.0 Confidentiality. Subrecipient must implement written procedures that ensure reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information that the federal awarding agency (if applicable) and the Department consider sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

27.0 Property Standards. Subrecipient agrees that it is responsible for the proper custody and care of any State-owned property furnished for use in connection with the performance of this contract and will reimburse the State for its loss or damage. Acquisition, management, and disposition of all property (including real property, equipment, supplies, and intangible property) acquired or improved with subaward funds must comply with the requirements of 2 CFR 200.310 - 316.

28.0 Sales/Use Tax Refunds. If eligible, the Subrecipient and all its subrecipients shall: (1) Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to NCGS 105-164.14; and (2) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

29.0 Definitions. Unless indicated otherwise, the terms used in this Agreement shall have the meanings contained in 2 CFR Part 200 and 09 N.C. Admin. Code 03M.

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

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

TOWN OF DAVIDSON	**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**
____________________ Subrecipient's Signature	____________________ Department Signature or Authorized Assignee
Jamie Justice Davidson Town Manager Printed Name and Title	____________________ Printed Name and Title
Town of Davidson Organization	____________________ Department
____________________ Date	____________________ Date

Attachment A

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-SE0000510		01/01/2024	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699	State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW washington DC 20585	01/01/2024 through 12/31/2026

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
☒ Grant ☐ Cooperative Agreement ☐ Other	IIJA PL 117-58, 2021 110-140 EISA of 2007	24SE000200

11. Remittance Address	12. Total Amount	13. Funds Obligated
North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699	Govt. Share: $2,999,170.00 Cost Share : $0.00 Total : $2,999,170.00	This action: $2,999,170.00 Total : $2,999,170.00

14. Principal Investigator	15. Program Manager	16. Administrator
	Myles L. Rogers Phone: 240-597-6348	Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
Payment - Direct Payment from U.S. Dept of Treasury	Payment - Direct Payment from U.S. Dept of Treasury	See Attachment 2

20. Accounting and Appropriation Data

05461-2022-31-200835-41020-1005917-0000000-0000000-0000000

21. Research Title and/or Description of Project

BIL: EECBG Program - North Carolina Department of Environmental Quality

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
23. Name and Title	24. Date Signed	26. Name of Officer	27. Date Signed
		David R. Welsh	02/09/2024

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: DE-SE0000510

NAME OF OFFEROR OR CONTRACTOR
North Carolina Department Of Environmental Quality

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: TFQVKH1E8Y41 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552. In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 01/01/2024 through 12/31/2026 This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779 DOE Project Officer: Myles Rogers E-mail: myles.rogers@hq.doe.gov Phone: 240-597-6348 Recipient Business Officer: Alice Smith E-mail: alice.smith@deq.nc.us Phone: 919-707-8749 Recipient Principal Investigator: Star Hodge E-mail: star.hodge@ncdenr.gov Phone: 919-707-8750 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: Hodge, Star Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

ATTACHMENT A
Federal Award Terms & Conditions

By accepting this subaward of federal financial assistance, the subrecipient understands and accepts that it will be subject to the same federal award terms and conditions as the Department (the pass-through entity) with few exceptions. The following document contains the terms and conditions of the Department's grant award from the Federal Awarding Agency. These terms and conditions "flow down" to the subrecipient through its subaward relationship with the Department. Subrecipient should reach out to the Department's Agreement Administrator if they have any questions about the applicability of any federal terms and conditions to their subaward.

Special Terms and Conditions

North Carolina Department Of Environmental Quality ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):
1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000510."

- Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national’s participation in the Award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through 06/30/2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates
SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Cost Sharing Indirect Costs
Indirect costs may be used as cost share only with prior approval from the Contracting Officer.

iii. Award Closeout
The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning

(D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

a. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

b. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

c. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

d. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

e. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. ''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil,

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five-year period; and
iii. Is one of the following:
    1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
    2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    4. Any other criminal, civil, or administrative proceeding if:
        a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
        b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
        c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the “Common Rule”), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. Note: This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. Note: If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and

systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the

manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost,

quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

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[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

ATTACHMENT B
Notice of Certain State Monitoring, Reporting, and Audit Requirements

In addition to any federal requirements for monitoring, reporting, and audit that may apply as a condition of a Federal Award, recipients and subrecipients of the Department will be subject to state monitoring, reporting, and audit requirements established by statute and Title 09, Subchapter 03M of the North Carolina Administrative Code, 09 N.C. Admin. Code 03M.

1.0 Reporting Thresholds

1.1 09 N.C. Admin. Code 03M sets minimum reporting requirements for recipients and subrecipients of State financial assistance (which includes Federal financial assistance received by the State and transferred or disbursed to non-State entities as a grant). The reporting thresholds are:

- 1.1.1 Level I: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.
- 1.1.2 Level II: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.2 As a state agency, the Department is required by 09 N.C. Admin. Code 03M.0205 to enforce reporting requirements for recipients and subrecipients that, at minimum, meet the following standards on an annual basis:

- 1.2.1 All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- 1.2.2 All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- 1.2.3 All recipients and subrecipients shall report on activities and accomplishments they undertake, including reporting on any performance measures established in their subaward agreement.
- 1.2.4 Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

1.3 Annual state-required reports must be filed with the Department no later than three (3) months after the recipient or subrecipient's fiscal year end. In addition to the reports, Recipients and subrecipients that are required to submit a yellow book audit to the Department (Level II Recipients and Subrecipients) must do so no later than nine (9) months after the end of their fiscal year.

1.4 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 1.4.1 Level II Subrecipients required to submit a yellow book audit under 09 N.C. Admin. Code 03M.0205 may satisfy that requirement by submitting a copy of the Single Audit report required by 2 CFR Part 200 for the same funds..

2.0 Monitoring Requirements

Recipients and subrecipients will be required to comply with monitoring and oversight conducted by the Department in accordance with 09 NCAC 03M .0401. The Department will monitor recipient and subrecipient activities under the award as necessary to ensure that funds are used for authorized purposes, that performance goals are achieved, and that recipient and subrecipient activities are in compliance with the award terms and conditions. The Department will determine the monitoring required for Subrecipient based on the Department’s initial and ongoing assessments of Subrecipient's fraud risk and risk of noncompliance with the subaward. Depending on the results of its risk assessment, the Department may implement additional monitoring and oversight of Subrecipient’s program-related activities.

Attachment C

Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of the Town of Davidson from interfering with the performance of their duties to the Town of Davidson, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the Town of Davidson.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of the Town of Davidson. Governing Board (also board) means the board of commissioners. Commissioner means an individual member of the board of commissioners. Staff member means a person who receives all or part of his/her income from the payroll of the Town of Davidson.

Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Commissioners in all conflicts of interest, including but not limited to the following:
    a) A commissioner is related to another commissioner.
    b) A commissioner is related to a staff member.
    c) A commissioner is also a staff member.
    d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
    e) A commissioner or staff member receives payment from the Town of Davidson for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
    f) A commissioner or staff member is a member of the governing body of a contributor to the Town of Davidson.
    g) A commissioner or staff member may have personal, financial, professional, or political gain at the expense of the Town of Davidson.
    h) A commissioner or staff member engages in activities that may cause a loss of public credibility in the Town of Davidson or create a public impression of impropriety.

2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of commissioners shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested commissioner, even if the disinterested commissioners are less than a quorum, provided that at least one consenting commissioner is disinterested.

3. An interested commissioner, officer, or staff member shall not participate in any discussion or debate of the board of commissioners, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.

4. No commissioner, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or commissioner; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an

officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of commissioners and such transaction was approved by the board in full knowledge of such interest.

6. The disinterested commissioners are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a commissioner, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.

7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.

8. In the event that the Town of Davidson has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that the Town of Davidson prevails in such legal action, litigation, or appeal, the Town of Davidson shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.

9. A copy of this policy shall be given to all board members, officers, and staff members upon commencement of such person's relationship with the Town of Davidson. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed:

Austin Nantz

(signature)

Austin Nantz, Assistant Town Manager

(name printed)

May 22, 2025

(date)

To ensure the policy is being regularly enforced and monitored for compliance, the Town Manager shall remind board and staff members of the policy annually by email and shall require board and staff members to disclose annually any interests that may give rise to conflict.

Use the section below to disclose any interests that may give rise to conflict:

Attachment D

State Grant Certification – No Overdue Tax Debts[1]

Instructions:	Subgrantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Town of Davidson

June 6, 2025

To: State Agency Head and Chief Fiscal Officer

Certification:
I certify that the Town of Davidson does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:
Austin Nantz being duly sworn, say that I am the Assistant Town Manager, respectively, of The Town of Davidson of Davidson in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Austin Nantz
Authorized Official Signature

Austin Nantz, Assistant Town Manager
Name and Title

6/9/25
Date Signed

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

Elizabeth K Shores
(Notary Signature and Seal)

My Commission Expires: 9/19/2025

Elizabeth K Shores
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 9/19/25

[1] G.S. 105-243.1 defines: "Overdue tax debt. - Any part of a tax debt that remains unpaid 60 days or more after it becomes collectible under G.S. 105-241.22. The term does not include a tax debt for which the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 60 days after the tax debt became collectible, if the taxpayer has not failed to make any payments due under the installment agreement." & "Tax debt. - The total amount of tax, penalty, and interest collectible under G.S. 105-241.22."

Attachment E

The Town of Davidson will partner with North Carolina Department of Environmental Quality to conduct a renewable energy installation project at the McEver Baseball Field. This work will be funded by the United States Department of Energy through the Infrastructure Investment and Jobs Act (IIJA). Dependent on pricing and timeline, this project will install LED field lighting upgrades and/or rooftop solar on the concession building. Assuming a 40% reduction in energy use from the LED lighting upgrade, there will be an approximate energy usage saving of 24,082 kWh, equating to approximately 8 MT Co2 equivalent.

Over the past 12 months, the McEver Fields facility used approximately 60,206 kWh of electricity (equating to approximately 22 MT Co2 equivalent); assuming a 40% reduction in energy use from LED lighting upgrade, there will be an approximate energy usage saving of 24,082 kWh, equating to approximately 8 MT Co2 equivalent. The replacements that the town of Davidson intend to implement will have lower energy consumption and a long lifespan, which means less maintenance, replacement needs, and overall lower costs overall.

Deadline/Schedule

PROPOSED TIMELINE	
June 2025	Estimated project award month
July 2025 - August 2025	Project quotes requested and provided for both LED field lighting upgrades and rooftop solar with battery storage
September – October 2025	Engineering design process for rooftop solar with battery
November – December 2025	Bid process for project
January – October 2026	Installation process (including but not limited to design, permitting, interconnection, and installation)
November 2026	Finalizing of any grant reports, documents, and/or requirements
December 2026	Grant project must be completed by December 2026

Reporting Requirements

Attachment E

PROPOSED BUDGET			
Entity Name		Town of Davidson, NC	
Project Name		2024 Town of Davidson Grant Proposal for Renewable Energy Installation and Lighting Upgrades at McEver Baseball Fields Facility	
Project Location		McEver Baseball Fields Facility: 626 South Street, Davidson, NC 28036	
Total Amount Requested		$500,000	
Blueprint	**Key Activity**	**Cost**	**Brief Description**
		Fire Station 2	
Blueprint 3A	Key Activity 4 Installation of Solar Panels and Battery Storage (Rooftop Project)	$100,000	This preliminary estimate includes engineering design and installation costs for solar + battery including equipment, materials, and labor, as well as permitting and interconnection costs.
Blueprint 2A	Building Upgrades	$400,000	This preliminary estimate includes upgrading facility field lighting to LED, and, if possible, solar lighting.
		TOTAL	
		$500,000	

Attachment F

JOSH STEIN
Governor
D. REID WILSON
Secretary
JULIE WOOSLEY
Director

NORTH CAROLINA
Environmental Quality

Monday, April 7th, 2025

Kayla Kovach
c/o Town of Davidson
251 South Street
Davidson, NC 28036

Dear Ms. Kovach,

Thank you for submitting a response to the State Energy Office Request for Proposals to participate in the Energy Efficiency Conservation Block Grant (EECBG) program for your project at the McEver Baseball Field. Congratulations! Your application has been conditionally approved for an award of $500,000. A press release will be issued by our agency shortly. **Please do not make any public announcements until this press release is issued.**

We look forward to working with you as you implement your project. Our team will be in touch shortly to discuss a subawardee contract.

Sincerely,

Julie Woosley
Director, State Energy Office

North Carolina Department of Environmental Quality | State Energy Office
217 West Jones Street | 4345 Mail Service Center | Raleigh, North Carolina 27699-4345
919.707.8778

Attachment G

REQUIRED FEDERAL CERTIFICATIONS (DOE AWARDS)

The undersigned states that:

1. He or she is the duly authorized representative of the Subrecipient named below
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Subrecipient, as set out herein:
   a. The Certification Regarding Nondiscrimination
   b. The Certification Regarding Drug-Free Workplace Requirements
   c. The Certification Regarding Lobbying
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed
4. [Check the applicable statement]

   ☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action

   OR

   ☒ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action
5. The Subrecipient shall require its subrecipients and contractors, if any, to make the same certifications and disclosure

[signature] Town Manager

Signature **Title**

Town of Davidson 6/18/25

Subrecipient Organization Name **Date**

I. Certification Regarding Nondiscrimination in Federally Assisted Programs

Subrecipient hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which Subrecipient receives Federal assistance from the Department of Energy.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Subrecipient certifies** that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying NCDEQ within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 251 South Street

City, State, Zip Code: Davidson, NC 28036

Street Address No. 2: ______________________

City, State, Zip Code: ______________________

3. Subrecipient will inform NCDEQ of any additional sites for performance of work under this agreement.

III. Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Disclosure of Lobbying Activities (SF-LLL)

Instructions for Completion of SF-LLL (if applicable):

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent

in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure Of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0344-0046

1. Type of Federal Action:
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
a. bid/offer application
b. initial award
c. post-award

3. Report Type:
a. initial filing
b. material change
For material change only:
Year/Quarter
Date of Last Report

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier, if known
Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime
Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, if applicable

8. Federal Action Number, if known

9. Award Amount, if known
$

10.a. Name and Address of Lobbying Registrant
(If Individual: Last name, First name, MI)
(Attach continuation sheets (SF-LLLA) if necessary)

b. Individuals Performing Services (including address if different from No. 10.a.)
(Attach continuation sheets (SF-LLLA) if necessary)

11. Amount of Payment: (Check all that apply)
☐ Actual ☐ Planned

12. Form of Payment: (Check all that apply)
a. cash
b. in-kind; specify:
Nature
Value

13. Type of Payment: (Check all that apply)
☐ retainer
☐ one-time fee
☐ commission
☐ contingent fee
☐ deferred
☐ other; specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Number of Continuation Sheets (SF-LLL-A) Attached:

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature ____________________
Print Name ____________________
Title ____________________
Telephone No. ____________ Date ________

For Federal Use Only

Authorized for Local Reproduction
Standard Form LLL

Ordinance 2025-08

Special Revenue Grant Project Ordinance for the Energy Efficiency and Conservation Block Grant Funds

BE IT ORDAINED by the Board of Commissioners of the Town of Davidson, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for projects to be funded by the Energy Efficiency and Conservation Block Grant (EECBG). The Town of Davidson is projected to receive $644,142 as a subrecipient to the State of North Carolina Department of Environmental Quality. These funds may be used in accordance with 2 CFR Part 200 and to the extent authorized by state law.

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Fire Station 2 Solar and Battery Storage	$ 144,142
McEver Baseball Fields Solar, Battery and Lighting	$ 500,000

Section 3: The following revenues are anticipated to be available to complete the project:

EECBG Funds	$ 644,142

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 6: This grant project ordinance expires on June 30, 2027, or when all the EECBG funds have been obligated and expended by the town, whichever occurs sooner.

Adopted this 23th day of September, 2025

____
Rusty Knox, Mayor

____
Elizabeth K. Shores, Clerk

RESOLUTION 2025-24

DETERMINATION OF APPROPRIATENESS OF USING DESIGN-BUILD CONSTRUCTION METHOD FOR THE FIRE STATION 2 ROOFTOP SOLAR AND BATTERY PROJECT PURSUANT TO NCGS. 143-128.1A.(b)

WHEREAS, G.S. 143-128 authorizes local governments to utilize the design-build construction delivery method for large building construction projects; and

WHEREAS, the Town seeks to install rooftop solar and battery storage at Fire Station 2, utilizing the design-build construction method; and

WHEREAS, the Town has established in writing the criteria used for determining the circumstances under which the design-build method is appropriate for this project as follows:

(1) The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for proposals for a design-builder.

- In June 2023 the Town received a preliminary site evaluation (feasibility study) for rooftop solar installation at Fire Station 2. The purpose of the study was to determine if the Fire Station 2 building would be a good candidate for rooftop solar installation.
- In October 2024, the Town requested another preliminary system design with cost estimate for the rooftop solar and battery storage installation at Fire Station 2, for the purpose of including it in the North Carolina Department of Environmental Quality (NCDEQ) Energy Efficiency and Conservation Block Grant (EECBG) application.
- In November 2024, the Town received the system design and cost estimate from a solar installation company to be used for the grant application.
- In December 2024, the Town submitted the grant proposal for rooftop solar and battery storage at Fire Station 2.
- In April 2025, the Town was notified that the Fire Station 2 project was selected for funding award.
- In September 2025, the Town received contract documentation from DEQ to finalize the grant agreement.
- The grant documents thoroughly define the project requirements and will be included in the request for proposals.

(2) The time constraints for the delivery of the project.

- The Town seeks to use funding made available to NCDEQ under the United States Department of Energy federal awarding agency through the Infrastructure Investment and Jobs Act (IIJA) for the rooftop solar and battery storage at Fire Station 2, with the requirement that the project is completed by the end of December 2026.
- The design-build method allows the town to meet this requirement, while separate design and build contracts does not.

(3) The ability to ensure that a quality project can be delivered.

- The Town can be reasonably confident that a quality rooftop solar and battery storage installation at Fire Station 2 can be delivered, based on the current project timeline for installation of rooftop solar at Town Hall and Community Center.
- While the Town Hall and Community Center project was not design-build, it provided the Town an understanding of the timeframe each piece of a solar installation project requires that can be utilized to estimate the time needed to complete the installation at Fire Station 2.

(4) The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.

- The Town has a dedicated project manager for the Fire Station 2 rooftop solar and battery storage project, as well as experienced staff who have been managing the Town Hall and Community Center rooftop solar installation. We expect this experience to be valuable during the Fire Station 2 rooftop solar and battery storage project.
- We will seek proposals from experienced firms and thoroughly evaluate proposals before selecting a design-build team.

(5) A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (d) of this section.

- "A public entity shall establish prior to solicitation of bids the good faith efforts that it will take to make it feasible for minority businesses to submit successful bids or proposals for the contracts for building projects."
- Defines Historically Underutilized businesses
- The town will set a 10% minority participation goal for the project.
- Each design-build firm shall identify in its proposal the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made to increase minority participation.

(6) The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).

- The design-build method allows the Town to secure NCDEQ EECBG funds of $144,142.00 – a major advantage for the project.
- There are no known disadvantages.

NOW, THEREFORE BE IT RESOLVED, the Town of Davidson Mayor and Board of Commissioners do hereby make the determination that the design-build construction method is appropriate for the installation of rooftop solar and battery storage at Fire Station 2.

Adopted on the ____ of _____, 2025.

____
Rusty Knox, Mayor

ATTEST:

____
Elizabeth K. Shores, Town Clerk

RESOLUTION 2025-25

DETERMINATION OF APPOPRIATENESS OF USING DESIGN-BUILD CONSTRUCTION METHOD FOR THE MCEVER BASEBALL FIELD RENEWABLE ENERGY INSTALLATION PROJECT PURSUANT TO NCGS. 143-128.1A.(b)

WHEREAS, G.S. 143-128 authorizes local governments to utilize the design-build construction delivery method for large building construction projects; and

WHEREAS, the Town seeks to install solar renewable energy at McEver Baseball Field, utilizing the design-build construction method; and

WHEREAS, the Town has established in writing the criteria used for determining the circumstances under which the design-build method is appropriate for this project as follows:

(1) The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for proposals for a design-builder.

- In December 2024, the Town requested a preliminary system design with cost estimate for solar renewable energy installation at McEver Baseball Field, for the purpose of including the information in the North Carolina Department of Environmental Quality (NCDEQ) Energy Efficiency and Conservation Block Grant (EECBG) application.
- In December 2024, the Town submitted the grant proposal for the solar renewable energy project at McEver Baseball Field.
- In April 2025, the Town was notified that the McEver Baseball Field project was selected for funding award.
- In September 2025, the Town received contract documentation from DEQ to finalize the grant agreement.
- The grant documents thoroughly define the project requirements and will be included in the request for proposals.

(2) The time constraints for the delivery of the project.

- The Town seeks to use funding made available to NCDEQ under the United States Department of Energy federal awarding agency through the Infrastructure Investment and Jobs Act (IIJA) for the solar renewable energy project at McEver Baseball Field, with the requirement that the project is completed by the end of December 2026.
- The design-build method allows the town to meet this requirement, while separate design and build contracts does not.

(3) The ability to ensure that a quality project can be delivered.

- The Town can be reasonably confident that a quality solar project installation at McEver Baseball Field can be delivered, based on the current project timeline for installation of rooftop solar at Town Hall and Community Center.
- While the Town Hall and Community Center project was not design-build, it provided the Town an understanding of the timeframe each piece of a solar installation project requires that can be utilized to estimate the time needed to complete solar installation at McEver Baseball Field.

(4) The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.

- The Town has a dedicated project manager for the McEver Baseball Field solar renewable energy project, as well as experienced staff who have been managing the

Town Hall and Community Center rooftop solar installation. We expect this experience to be valuable during the McEver Baseball Field project.
- We will seek proposals from experienced firms and thoroughly evaluate proposals before selecting a design-build team.

(5) A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (d) of this section.

- "A public entity shall establish prior to solicitation of bids the good faith efforts that it will take to make it feasible for minority businesses to submit successful bids or proposals for the contracts for building projects."
- Defines Historically Underutilized businesses
- The town will set a 10% minority participation goal for the project.
- Each design-build firm shall identify in its proposal the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made to increase minority participation.

(6) The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).

- The design-build method allows the Town to secure NCDEQ EECBG funds of $500,000 – a major advantage for the project.
- There are no known disadvantages.

NOW, THEREFORE BE IT RESOLVED, the Town of Davidson Mayor and Board of Commissioners do hereby make the determination that the design-build construction method is appropriate for the installation of solar renewable energy at McEver Baseball Field.

Adopted on the ____ of _____, 2025.

____
Rusty Knox, Mayor

ATTEST:

____
Elizabeth K. Shores, Town Clerk

The Town of Davidson

ORDINANCE 2025-09
REQUEST FOR STREET CLOSURE
FOR CHRISTMAS FESTIVAL IN THE TOWN DAVIDSON, NORTH CAROLINA

WHEREAS, the Town of Davidson Board of Commissioners requests that North Carolina Department of Transportation undertake the formal steps necessary for Town of Davidson, North Carolina to conduct "Christmas in Davidson", an annual festival held on US Highway 115, between the intersection of Davidson-Concord Road and Highway 115 to the intersection of Jackson Street and Highway 115, on Thursday, December 4, Friday, December 5 and Saturday, December 6, 2025 from approximately 5:00 P.M. – 10:00 P.M; and

WHEREAS, the Town of Davidson Board of Commissioners believes that it is in the best interest of the citizens of Town of Davidson that NC Department of Transportation act favorably on said request.

NOW THEREFORE BE IT ORDAINED by the Town of Davidson Board of Commissioners pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Dates:	Thursday, December 4 Friday, December 5 Saturday, December 6
Time:	5:00 P.M. – 10:00 P.M.
Route Description:	US Highway 115, between the intersection of Davidson-Concord Road and Highway 115 to the intersection of Jackson Street

This ordinance to become effective when signs are erected giving notice of the limits and times of the festival, and implementation of adequate traffic control to guide through vehicles around the festival route.

Adopted this 23rd day of September 2025.

ATTEST:

____
Rusty Knox, Mayor

APPROVED AS TO FORM:

____
Elizabeth K. Shores, Town Clerk

____
Karen Wolter, Town Attorney

ORDINANCE 2025-10
REQUEST FOR STREET CLOSURE
FOR THE NORTH MECKLENBURG HOLIDAY PARADE IN
THE TOWN DAVIDSON, NORTH CAROLINA

WHEREAS, the Town of Davidson Board of Commissioners requests that North Carolina Department of Transportation undertake the formal steps necessary for Town of Davidson, North Carolina to conduct a Holiday Parade along US Highway 115, between the intersection of Griffith Street and Highway 115 to the Town of Cornelius corporate bounty on US Highway 115, on Saturday, December 6, 2025 from approximately 1:00 P.M. – 5:00 P.M; and

WHEREAS, the Town of Davidson Board of Commissioners believes that it is in the best interest of the citizens of Town of Davidson that NC Department of Transportation act favorably on said request.

NOW THEREFORE BE IT ORDAINED by the Town of Davidson Board of Commissioners pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Dates: Saturday, December 6

Time: 1:00 P.M. – 5:00 P.M.

Route Description: US Highway 115, between the intersection of Griffith Street and Highway 115 to the Town of Cornelius corporate bounty on US Highway 115

This ordinance to become effective when signs are erected giving notice of the limits and times of the festival, and implementation of adequate traffic control to guide through vehicles around the parade route.

Adopted this 23rd day of September 2025.

ATTEST:

____
Rusty Knox, Mayor

APPROVED AS TO FORM:

____
Elizabeth K. Shores, Town Clerk

____
Karen Wolter, Town Attorney

ORDINANCE 2025-11
REQUEST FOR STREET CLOSURE FOR THE DAVIDSON COLLEGE
"WITH THESE HANDS: A MEMORIAL TO THE ENSLAVED AND EXPLOITED"
DEDICATION CEREMONY IN THE TOWN OF DAVIDSON, NORTH CAROLINA

WHEREAS, the Town of Davidson Board of Commissioners requests that North Carolina Department of Transportation undertake the formal steps necessary for Davidson College to conduct a dedication ceremony for "With These Hands: A Memorial to the Enslaved and Exploited" along US Highway 115, between the intersections of Griffith Street and Concord Road on Thursday, October 23, 2025 from approximately 3:30 P.M. – 5:30 P.M; and

WHEREAS, the Town of Davidson Board of Commissioners believes that it is in the best interest of the citizens of Town of Davidson that NC Department of Transportation act favorably on said request.

NOW THEREFORE BE IT ORDAINED by the Town of Davidson Board of Commissioners pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Dates: Thursday, October 23

Time: 3:30 P.M. – 5:30 P.M.

Route Description: US Highway 115, between the intersections of Griffith Street and Concord Road.

This ordinance to become effective when signs are erected giving notice of the limits and times of the ceremony and implementation of adequate traffic control to guide through vehicles around the road closure.

Adopted this 23rd day of September 2025.

ATTEST:

____
Rusty Knox, Mayor

APPROVED AS TO FORM:

____
Elizabeth K. Shores, Town Clerk

____
Karen Wolter, Town Attorney

Student Activities

September 9, 2025

Town of Davidson Board of Commissioners
216 South Main Street
Davidson, NC 28036

Dear Board of Commissioners:

As the advisor to the Davidson College Union Board, I work with the student leaders to help them plan successful and safe events each year at the College. One of their signature events is a campus semi-formal called Fall Fling. Similar to previous years' events, this year the event will be held outside at Old Tennis Court Lawn as we do not have an indoor space large enough to accommodate this event, and we believe this event safer as an open-air event. This year's event will be Saturday, October 18, 2025 from 10pm-1am. We will contract a professional party cover band to perform during this event. Because the music could go over the decibel limit of 60 dBa for the Town of Davidson's sound ordinance, we would like to request a variance for this event.

In addition to requesting the variance, we also plan to notify neighbors within a three block radius of campus by placing notecards on their doors or in their mailboxes with a warning about the additional noise days in advance of the event. We are happy to increase the area in which we notify residents at the request of the Board. Thank you for your consideration of this request and please let me know if you have any questions, comments, or concerns.

Thank you!

Brandon Lokey (he/him)
Associate Director of
Student Activities

brlokey@davidson.edu

(704) 894-2143
davidson.edu

AGENDA MEMO

To: Davidson Board of Commissioners
From: Jamie Justice, Town Manager
Date: September 23, 2025
Re: 2024-2025 Strategic Plan Update

ITEM SUMMARY/OVERVIEW

The Board of Commissioners and Town staff met in February 2024 to develop the 2024-2025 Strategic Plan. The plan, which was approved at the March 26, 2024 board meeting includes seven strategic goal areas and corresponding priorities. Staff presented previous updates in September 2024 and January 2025. This discussion will include highlights of work that has been completed or is underway.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Historic Preservation - Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

Connecting People and Places - Expand, improve, and diversify the Town's transportation network to provide residents and visitors with safe, convenient, accessible, reliable, and efficient multi-modal travel choices to connect people across the community.

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Economic Development - Attract diverse commercial development contributing to Davidson's unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Core Values
Citizens are the heart of Davidson, so Town government will treat all people fairly, with courtesy and respect.

Open communication is essential to an engaged citizenry, so Town government will seek and provide accurate, timely information and promote public discussion of important issues.

Davidson's economic health is essential to its remaining a sustainable community, so Town government will judiciously encourage and guide the location of new business opportunities.

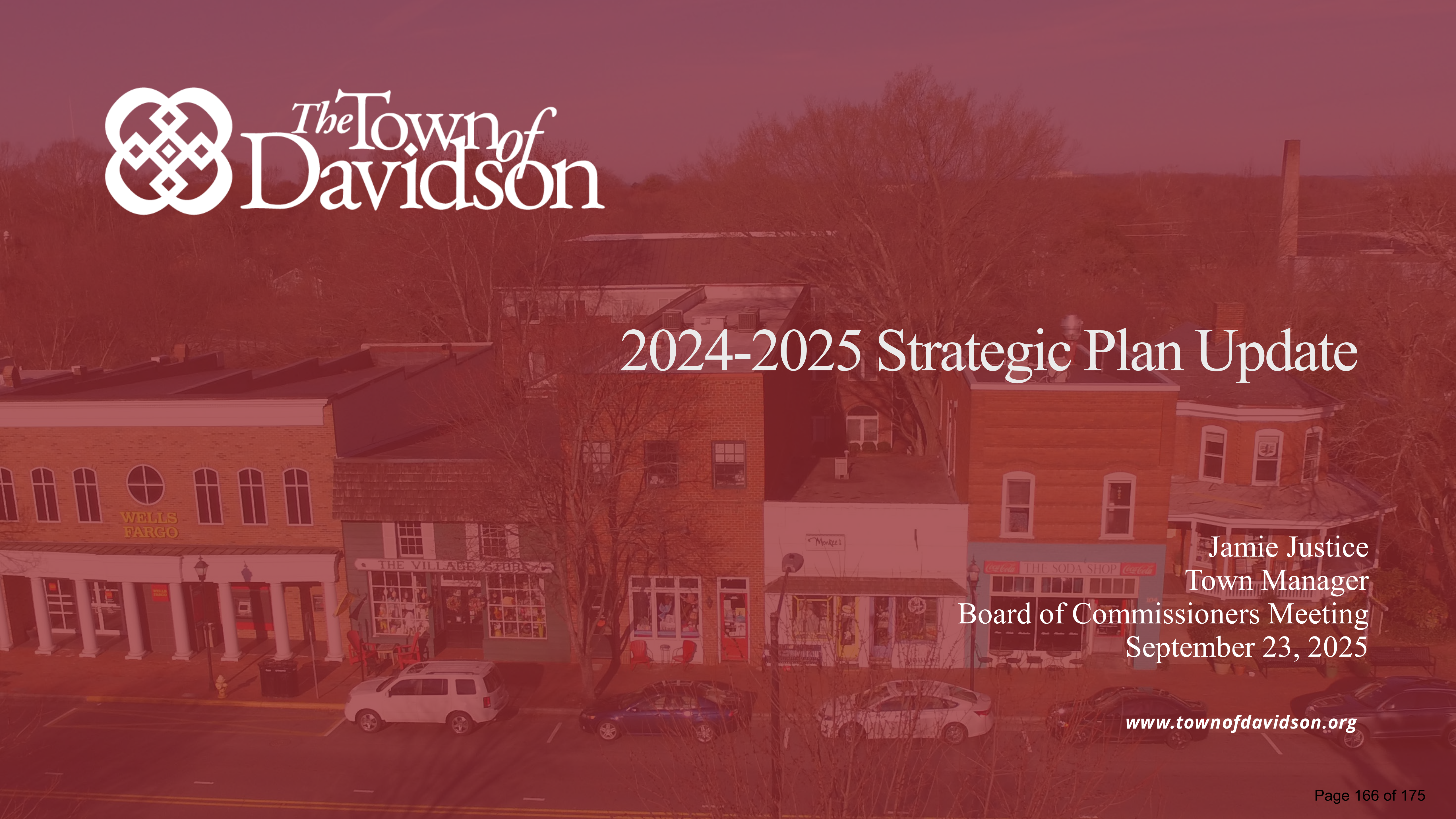
Davidson must be a safe place to live, work, and raise a family, so the Town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so Town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

Citizens entrust Town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

NEXT STEPS

Staff will continue working toward the implementation of established strategic priorities within the plan.



The Town of Davidson

2024-2025 Strategic Plan Update

Jamie Justice
Town Manager
Board of Commissioners Meeting
September 23, 2025

www.townofdavidson.org

2024-2025 Town of Davidson Strategic Plan Update

The Town of Davidson

Healthy, Livable, and Vibrant Community

- Participated with Mecklenburg County Towns, City of Charlotte, and Mecklenburg County to draft and support legislation authorizing a countywide referendum for voters to decide about a new transportation sales tax in November 2025.
- Increased the capacity of Davidson Fire Department by converting a part-time Captain position to full-time and enhanced health/wellness program for police.
- First ever Spring Fest event held in east Davidson at River Run Soccer Fields.
- Completed pilot Arborist MOU with Huntersville. Huntersville added full-time arborist.
- Community Resources Roundtable, held April 23, 2025, at Town Hall, included Livable Meck, Legacy, Library, Ada Jenkins, and the Town Co-Responder.
- Held regular Commissioner Chats. Feedback captured at each session. Staff communicated with participants on all issues raised. Begin again early 2026.

Historic Preservation

- Sale of Sloan House approved in August 2025: Wine Bar and Tapas concept.
- Staff representation on Davidson Historical Society (DHS) Board.
- DHS is currently working on updates to the historic walking tour.
- New Historic District signs.
- Lakeside Neighborhood signs designed and installed.
- Davidson Historic District Design Standards adopted in July 2025; Notice mailed to all property owners.
- Two new historic designations approved in 2024: 1 added for study, and Armour Street Theatre designation planned for fall 2025.
- Rehabilitation of historic gymnasium underway. Documenting the experience with a professional video to document the work and include an element of storytelling/lived experience.

Connecting People and Places

- Construction underway on the Concord Road sidewalk between Pine Road and Pat Stough Lane.
- Design work underway on Summers Walk to River Run greenway and Fisher Farm to Narrow Passage greenway.
- Progress on RRFB (pedestrian crossing flashing beacons) maintenance, and changes to product selection and installation moving forward.
- Collaborated with CATS on Micro Transit pilot.
- Davidson-Concord/Robert Walker roundabout nearing completion.
- Town awarded CRTPO Discretionary Grants for Davidson-Concord Road sidepath and West Branch Nature Preserve Carolina Thread Trail greenway.
- Vision Zero Action Plan Update: Traffic Garden installed, daylighting project completed/changes made, DPD reinforcing education and enforcement efforts.
- Grant (GRASP) Committee formed, contracted with The Ferguson Group.

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Affordable Housing

- Completed Phase 1 of the Town's engagement with Development Finance Initiative (DFI). Plan to move to Phase 2 with at least 1 property fall of 2025.
- Closed on 5 of 8 sales of affordable units at Parkside Commons.
- Successful demonstration program for Community Navigator.
- Community Housing Partners (CHP) investment ($500k) and collaboration with Mecklenburg County and City of Charlotte Homes Program. Forty-six new affordable units at the critical 30-80% AMI level.
- Approved the purchase of 248 Jetton Street for the purpose of advancing affordable housing efforts.

Sustainability and Natural Assets

- Began transition to a cleaner fleet: purchase of a hybrid truck in Public Works, EV for administration, and hybrid SUVs for DPD.
- Accepted into the Electrification Coalition cohort, Charging Smart program which assists local government in setting and achieving impactful electric vehicle (EV) readiness goals.
- Agreement with County for Voluntary Agricultural District (VAD).
- Partnership with CleanAIRE NC.
- Participated in Solarize Charlotte-Mecklenburg Campaign.
- EV Chargers installed at Town Hall.
- Incorporated Sustainability Manager into early design discussions for Fire Station 1.
- Realized solar grant opportunities at McEver and Fire Station 2.
- Town Hall solar panel installation September 2025.
- Arborist Activities included:
  - Encouraged planting of shade trees in partnership with DLC and Bartlett, 860 seedlings given to community.
  - 347 trees planted (DLC and Town Street Trees).
  - 286 “Ask the Arborist” engagements.

Economic Development

- Downtown Small Area Plan implementation continues. Beautification funding included in FY2026-FY2030 CIP. Plans for streetscape RFP and ongoing efforts underway.
- Farmer's Market Saturday Morning Concert and Ramble On Music Fest continue.
- First Fridays added spring 2025.
- Continued successful partnership with Amplify Davidson.
- Town events scheduled for 31 out of the 52 weekends in calendar 2025.
- Working with DPD and business to increase police presence in the business district. Community Engagement Officer has been attending Davidson Connections and PD is conducting training with the businesses.
- Focus on issues related to food insecurity, sharing info from local partners, plans to host event here at Town Hall.

Operational Excellence

- Maintained AAA bond rating and long-term financial plan updated.
- Completed pay and classification study, incorporated recommendations into FY2026 budget.
- Implemented Teams calling eliminating the need for desk phones.
- Implemented Contract Book platform for online routing and approval for contracts.
- Departmental performance metrics established as part of the budget process.
- Selected Envisio (a plan management and reporting software) to support tracking and public reporting of performance measures.
- Launch imminent for AtlasOne - MyDavidson community engagement and public safety app.
- Comprehensive Emergency Management Plan (CEMP) vendor selected (spring 2026 completion).
- Workforce development - completed succession planning exercise and long-term staffing analysis for police and fire.

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DISCUSSION

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