



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, December 9, 2025 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. CHANGES / ADOPTION OF THE AGENDA

IV. PRESENTATIONS

a. 2025 Davidson Main Street Grant Program Awards

Presenter: Kim Fleming, Economic Development Director

Summary: The Town Board allocated \$15,000 in this year's budget to fund the Davidson Main Street Grant Program to further their goals of Economic Development and Historic Preservation. This year's recipients are Davidson Provision Company (\$5,000), Whit's (\$4,000), Masala Mastee (\$3,000), Main Street Books (\$2,000), and Sincerely Tea (\$1,000).

b. Davidson Fire Department Insurance Services Office (ISO) Rating Update

Presenter: Ryan Monteith, Fire Chief

Summary: Fire Department ISO (Insurance Services Office) inspections are evaluations of a community's fire protection capabilities, resulting in a Public Protection Classification (PPC) score from 1 to 10. These inspections assess emergency communications, the fire department itself (including staffing, equipment, and training), the public water supply, and community risk reduction efforts. The PPC score helps insurance companies set premiums and assists fire departments in measuring and improving their services.

The Davidson Fire Department completed a re-rating inspection in April 2025. Davie Summey with the North Carolina Office of State Fire Marshal (OSFM) will provide an update to the recent ISO inspection for the Davidson Fire Department.

c. Recognition of Outgoing Advisory Board Chair

Presenter: Rusty Knox, Mayor

Summary: The Davidson Board of Commissioners will recognize and thank the outgoing Planning Board Chair Shawn Copeland.

V. 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.

VI. 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 November Meeting Minutes

Summary: Draft Meeting Minutes from the November 18 meeting.

b. Consider Approval of the Bus Stop Easement Agreement with the City of Charlotte

Summary: As part of the Better Bus initiative, the Charlotte Area Transit System (CATS) is upgrading more than 2,000 bus stops to meet ADA standards. The City of Charlotte is requesting a permanent shelter easement on Town of Davidson property located at 145 W. Walnut Street, for the purpose of installing, constructing, and maintaining a public transportation passenger shelter on Gamble Street across from the Ada Jenkins Center to replace and improve the bus stop in that location. This is in support of the Town of Davidson Strategic Plan priority strategy to work with CATS to improve local and regional transit services and accelerate construction of transit stop amenities.

c. Consider Approval of Design-Build Contract for the McEver Baseball Field Renewable Energy Rooftop Solar and Solar Field Lighting Installation Project

Summary: The Town applied for and received an Energy Efficiency and Conservation Block Grant (EECBG) for the McEver Baseball Field Renewable Energy Rooftop Solar and Solar Field Lighting Installation Project. The Board is asked to consider approval of the contract with Renu Energy Solutions, LLC to conduct work as part of the grant project. The project must be completed by December 31, 2026.

d. Consider Approval of Design-Build Contract for the Fire Station 2 Rooftop Solar and Battery Project

Summary: The Town applied for and received an Energy Efficiency and Conservation Block Grant (EECBG) for the Fire Station #2 Rooftop Solar and Battery Project. The Board is asked to consider approval of the contract with Renu Energy Solutions, LLC to conduct work as part of the grant project. The project must be completed by December 31, 2026.

e. Consider Adoption of Ordinance 2025-14 Amendments to the Municipal Code of Ordinances

Summary: The Town of Davidson is governed by local ordinances in its municipal code. Staff recommends revising its Municipal Code of Ordinances governing the

following to better align with North Carolina General Statutes and the Town's Strategic Plan: Discharging Firearms, Noise, Solicitation & Peddling, Golf Carts and Utility Vehicles. This item was previously discussed at the November 18 meeting. An update was made to the Discharging Firearms Ordinance since the last meeting to reflect Commissioner feedback. The Board is asked to consider adoption of Ordinance 2025-14 Amendments to the Municipal Code of Ordinances.

f. Consider Approval of the Affordable Housing Funding Request Guidelines

Summary: To ensure fairness, transparency, and alignment with existing Town plans and policies, the Town of Davidson will utilize a consistent framework to evaluate all affordable housing funding requests. The following considerations will guide the Town Board in prioritizing projects that advance established community goals: affordability level, project location, financial leverage, and alignment with Town plans and policies including but not limited to (Strategic Plan, Mission Statement, Vision, and Core Values, Comprehensive Plan, Affordable Housing Needs Assessment, the Davidson Planning Ordinance). This item was previously discussed at the November 18 meeting and minor wording changes related to terms and conditions and specifically calling out maintenance as a part of property management were made. The Board is asked to consider approval of the Affordable Housing Funding Request Guidelines.

VII. BUSINESS ITEMS

a. 2025 Annual Accomplishments

Presenter: Austin Nantz, Assistant Town Manager

Summary: Each year, the Town of Davidson prepares an Annual Accomplishments Report to provide the Town Board and community with a clear, transparent summary of the work completed across all departments. This document highlights the Town's major achievements from the past calendar year, demonstrating progress on the priorities outlined in the 2024–2025 Strategic Plan.

Developed collaboratively by the Town Manager, Assistant Town Manager, and Town staff, the report showcases key projects, operational improvements, community initiatives, and service enhancements. Together, these accomplishments reflect our ongoing commitment to delivering high-quality, responsive services that support the well-being of residents and the vitality of our community.

This overview is intended to help frame the year's progress, celebrate the work of our dedicated staff, and provide the Town Board with a clear picture of how strategic goals are being implemented across the organization.

Action/Proposed Motion: This item is for discussion only.

VIII. RECOGNITION OF OUTGOING COMMISSIONER

a. Commissioner Ted Stauffer

IX. RECESS

X. CALL TO ORDER

XI. OATH OF OFFICE

- a. Mayor Rusty Knox**
Commissioner Ryan Fay
Commissioner Steve Justus
Commissioner Tracy Mattison Brandon
Commissioner Autumn Rierson Michael
Commissioner Connie Wessner

XII. BUSINESS ITEMS

- a. Consider Approval of Amended Rules of Procedure**
Presenter: Jamie Justice, Town Manager
Summary: Staff has reviewed the Rules of Procedure for updates and the Board is asked to approve amendments to the Town of Davidson Rules of Procedure Part IV. The changes address: Rule 8. (c) Selection of Mayor Pro Tempore, Part XI and Rule 39. (a) (1) Mayoral Appointments and (2) Board Appointments.
Action/Proposed Motion: Motion to approve the Rules of Procedure as amended.
- b. Consider Approval of Mayor Pro Tem**
Presenter: Rusty Knox, Mayor
Summary: The Board of Commissioners shall select among its members the Mayor Pro Tem to preside over board meetings in the mayor's absence, with all the powers specified as the presiding officer. The Mayor Pro Tem is chosen by a vote of the Commissioners.
Action/Proposed Motion: Motion to approve Commissioner _____ as Mayor Pro Tem.
- c. Consider Approval of the 2026 Town Board Meeting Schedule**
Presenter: Jamie Justice, Town Manager
Summary: Attached to the agenda is the draft 2026 Town Board Meeting schedule with meetings on the 2nd and 4th Tuesday of the month and the 2026 Strategic Planning Retreat, February 11 - February 13.
Action/Proposed Motion: Motion to adopt the 2026 Town Board Meeting Schedule.
- d. Announcement of Mayoral Appointments**
Presenter: Rusty Knox, Mayor
Summary: The following outside agency boards and committees have a representative appointed by the mayor:
- Centralina Regional Council
 - Charlotte Regional Transportation Planning Organization
 - CMS Community Capital and Bond Committee
 - Lake Norman Chamber
 - Lake Norman Transportation Commission

- Metropolitan Transit Commission
- Visit Lake Norman

The following town committees have representatives appointed by the mayor:

- Advisory Board Nominating Committee
- Jack Burney Community Service Award
- Town and College Committee
- Town Manager Employment Agreement

XIII. ADJOURN



November 18, 2025

**REGULAR MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, November 18, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Knox, Commissioners Ryan Fay, Steve Justus, Autumn Rierson Michael, and Ted Stauffer. Commissioner Tracy Mattison Brandon was absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk/Communications Director Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m. Mayor Knox noted that Commissioner Mattison Brandon was absent.

- **ANNOUNCEMENTS**

Town Clerk/Communications Director Betsy Shores announced the following:

A public input session on the Davidson Carwash Site Master Plan will be held on Thursday, November 20 from 5:30 – 7:30 P.M. in the lower level at the Davidson Town Hall & Community Center. Identical overview presentations by Town of Davidson staff and the project team will occur at 5:30 p.m. and 6:15 p.m., with time allotted for questions and viewing the plans in an open house format after each event.

The Town of Davidson invites community members to the G. Jackson Burney Community Service Award ceremony and reception on Wednesday, November 26 at 10:00 a.m. at the Davidson Town Hall and Community Center (251 South Street). The North Mecklenburg Moravian Band will play at 9:30 a.m., and Mayor Rusty Knox will open the ceremony at 10:00 a.m. in the Auditorium. The Town is pleased to announce the selection of Maggie Smith as the 2025 Jack Burney Award recipient. We hope you will join us. The award is named for G. Jackson Burney who served the town in many capacities, primarily in planning and communications. Since 2004, Davidson has honored Burney and those whose unselfish service benefits the community.

The Davidson Town Hall and Community Center, at 251 South Street, will be closed on Tuesday, November 25, due to a power shutdown by Duke Energy to complete the solar panel project on the roof. Town staff, including Administration, Communications, Economic Development, Finance, Human Resources, Parks & Recreation, Planning, and the Project Manager will be available by phone or email. The building will re-open on Wednesday, November 26, for regular business hours, 8:00 a.m. – 5:00 p.m.

All Town of Davidson municipal offices, including the Town Hall and Community Center at 251 South Street and the Davidson Public Safety Building at 216 S. Main Street, will be closed on Thursday, November 27, and Friday, November 28, in observance of the Thanksgiving holiday. All offices will re-open on Monday, December 1, 2025 for regular business hours, 8:00 a.m. – 5:00 p.m. According to Waste Pro, solid waste and recycling collection will be on a one-day delay during the week of Thanksgiving. For residents whose regular pick-up day would be Thursday, November 27, Waste Pro will collect on Friday, November 28.

Mark your calendars for Christmas in Davidson, one of the Town of Davidson's signature events! The event kicks off on Thursday, December 4 at 6:00 p.m. with Santa Claus' arrival and the annual tree lighting ceremony on the Town Green. We are excited to unveil our new tree this year! Christmas in Davidson continues on Friday, December 5, and Saturday, December 6 from 6:00 p.m. to 9:00 p.m. Guests can expect to enjoy a Holiday light show, roving entertainment, live nativity scenes, bubble snowflakes, unique gifts from the artisan village, a children's craft area, food vendors, and more! Be sure to visit the Annual Giving Tree Village sponsored by the Rotary Club of Davidson. The Giving Tree Village aims to foster community connections, raise awareness, and provide funding for local nonprofits.

We are pleased to announce that free trolley services will be available to guests again this year. The Town will operate three different trolley routes from River Run Soccer Field, Homewood Suites, and Davidson Pointe parking lot. Trolleys will begin at 5:30 p.m. and run on a continuous loop taking approximately 15-20 minutes. The last pick up of the night will be in Downtown Davidson at 9:30 p.m.

The 43rd Annual North Mecklenburg Holiday Parade will take place on Saturday, December 6, 2025, at 1:00 p.m. The parade route is approximately two (2) miles long and follows Main Street (Hwy. 115) from the Town of Davidson ending at the intersection of North Main Street and Catawba Ave in the Town of Cornelius. After the parade, the Merry Main Street Tricycle Race will take place on Main Street in front of the Town Green. This annual event includes four-person trike teams sponsored by Davidson businesses that race through an obstacle course for all to enjoy.

The final Board of Commissioners Meeting of 2025 will take place on Tuesday, December 9 at 6:00 p.m. The current board will wrap up business for this term, including the monthly public comment period. There will be a brief recess, followed by a swearing-in ceremony for the new term.

Police Chief Phil Geiger spoke about the concerns from the community about the U.S. Border Patrol in the Charlotte Region. The Davidson Police Department is committed to protecting and serving all members of our community, regardless of immigration status. As a municipal law enforcement agency, the Davidson Police Department does not conduct immigration investigations or initiate inquiries into a person's citizenship or immigration status during routine policing activities.

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (4-0).

- **PRESENTATION**

The **Davidson Fire Department held a promotion ceremony** for Daryl Love, James Rogers, and Clinton Smith from the rank of Engineer to the rank of Captain.

The Davidson Fire Department recently completed the **North Carolina League of Municipalities (NCLM) Risk Review Assessment**, specific for fire departments in North Carolina. TJ Deluca with the NCLM made a presentation regarding the Davidson Fire Department's progress and presented a plaque to Chief Monteith.

Town Clerk/Communications Director Betsy Shores and Police Chief Phil Geiger presented the launch of **MyDavidson**, the official app of the Town of Davidson. Click [here](#) to view the presentation. The Town partnered with Atlas One, a location-based safety network, to help keep Davidson residents and visitors safe and informed. This app allows the Davidson Police Department and Town Communications to send personalized, geo-fenced notifications to residents about public safety issues, events, weather, traffic incidents, and other town-wide announcements. The app also enables residents to connect with Town of Davidson services and access interactive content. In order to access MyDavidson, residents and visitors must opt-in by downloading the app in the App Store for iPhone or Google Play Store for Android.

- **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

- **PUBLIC COMMENT**

The public comment period opened at 6:41 p.m. and closed at 6:47 p.m. Two people spoke during the public comment period.

Jackson Woodle, a student from Pine Lake Prep, participated in public comment as part of his Senior Year Civics Class.

Steve Sonnenberg thanked Town staff for the support and dedication of the Veterans Monument, provided feedback on the proposed amendments for the discharge of firearms ordinance, feedback on the proposed affordable housing funding request guidelines, and recommended a

safety review and funding for the brick sidewalk on Main Street.

- **PUBLIC HEARING**

Commissioner Fay made a motion to open the public hearing at 6:49 p.m. The motion passed unanimously (4-0).

The Board of Commissioners held a public hearing on the **proposed annexation 18601 Shearer Road** (Parcel ID 00741503) and **18633 Shearer Road** (Parcel ID 00741504) containing 5.19 acres. No one signed up to speak at the public hearing.

Commissioner Justus made a motion to close the public hearing at 6:51 p.m. The motion passed unanimously (4-0).

- **CONSENT AGENDA**

Approval of Draft October Meeting Minutes

Approval of a Police Officer Mental Health and Wellness Grant from the US Department of Justice and BA 2026-08

Approval of a Cybersecurity Grant from the State of North Carolina Department of Public Safety

Commissioner Rierson Michael made a motion to approve the consent agenda. The motion passed unanimously (4-0).

- **BUSINESS ITEMS**

(a) Sustainability Manager Kayla Kovach, reviewed the **Sustainable Municipal Building Policy**. This item was previously discussed at the October 28 Board of Commissioners meeting. The Town of Davidson is committed to operating its buildings responsibly and sustainably. The Town's Climate Action Plan calls for establishing a green building policy for all municipal construction and renovation, setting the standard for sustainable development within the community. The intent of the Sustainable Municipal Building Policy is to provide guidance for Town departments to design, construct, and renovate Town-owned buildings in a manner aligned with the goals in the Climate Action Plan and other adopted plans.

Commissioner Stauffer made a motion to approve the Town of Davidson Sustainable Municipal Building Policy. The motion passed unanimously (4-0).

(b) Assistant Town Manager Austin Nantz discussed with the Board the **proposed Affordable Housing funding request guidelines**. To ensure fairness, transparency, and alignment with existing Town plans and policies, the Town of Davidson will utilize a consistent framework to evaluate all affordable housing funding requests. The following considerations will guide the Town Board in prioritizing projects that advance established community goals: affordability level, project location, financial leverage, and alignment with Town plans and policies including but not limited to (Strategic Plan, Mission Statement, Vision, and Core Values, Comprehensive Plan, Affordable Housing Needs Assessment, the Davidson Planning Ordinance). The Board of Commissioners will be asked to consider approval of the Affordable Housing Funding Request

Guidelines on the consent agenda for the December 9 Board meeting.

(c) Police Chief Phil Geiger discussed with the Board **proposed amendments to the Municipal Code of Ordinances** governing the following to better align with North Carolina General Statutes and the Town's Strategic Plan: Discharging Firearms, Noise, Solicitation & Peddling, Golf Carts and Utility Vehicles. The Board of Commissioners will consider approval of the amendments at the December 9 Board Meeting.

(d) Town Manager Justice presented the **2026 Advisory Board Appointments**. The Town of Davidson has five citizen advisory boards: Design Review Board/Historic Preservation Commission, Livability Board, Planning Board, Davidson Public Art Commission, and Sustainability Board. Each year, the Town advertises for citizens to apply to serve on these advisory boards. A nominating committee consisting of the mayor, two commissioners, the manager, the chairs of the advisory boards, and the staff liaisons to the advisory boards reviews the applications and determines who to recommend for appointment. The Board of Commissioners receives the nominations and makes the final decision on appointments. Appointments are made by December to fill the expiring seats with three-year terms beginning in January.

Commissioner Fay made a motion to approve the 2026 Advisory Board appointments as presented and approved the reappointment of Rachel Johnson as Chair of the Design Review Board/Historic Preservation Commission and the appointment of Waller Blackwell as Chair of the Planning Board. The motion passed unanimously (4-0).

(e) Town Manager Justice presented the appointment of the **Town of Davidson representative for the Metropolitan Public Transportation Authority**. Following approval of the 2025 Transportation Sales Tax referendum by Mecklenburg County voters, the PAVE Act (Session Law 2025-39) requires the formation of a Metropolitan Public Transportation Authority (MPTA) that will act as the governing body for the public transit services (passenger bus, rail, micro-transit) in Mecklenburg County. Each town within Mecklenburg County will have one appointment to the MPTA's governing board. Members of the MPTA shall serve for terms of four (4) years, provided that one-half of the initial appointments shall be for two-year (2) terms, to be determined by lot at the first meeting of the governing board.

The Town called for applications from September 17th through November 7th. A nominating committee consisting of the mayor, two commissioners, the town manager, the planning director, and the town clerk/communications director reviewed the applications and held interviews. The nominating committee recommended the appointment of Matthew Walt.

Commissioner Rierson Michael made a motion to appoint Matthew Walt as the Town of Davidson Representative on the Metropolitan Public Transportation Authority. The motion passed unanimously (4-0).

(f) Following the public hearing held earlier in the meeting, Town Manager Justice reviewed the **voluntary contiguous annexation request** for **18601 Shearer Road** (Parcel ID 00741503) and **18633 Shearer Road** (Parcel ID 00741504), containing 5.19 acres.

Commissioner Justus made a motion adopt Ordinance 2025-13 to Extend the Corporate Limits of the Town of Davidson to include 18601 Shearer Road and 18633 Shearer Road. The motion passed unanimously (4-0).

(g) Mayor Knox and the Board of Commissioners discussed the **Town Manager Employment Agreement**. The Board of Commissioners reviews and considers amendments to the Town Manager's Employment Agreement annually. The amendment to the agreement included a salary increase of approximately 12.5% to the base salary, effective October 1, 2025. The salary increase represents a market adjustment related to the recent compensation study and merit related to performance.

Commissioner Stauffer made a motion to approve the amended Town Manager's Employment Agreement, effective October 1, 2025. The motion passed unanimously (4-0).

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

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

The meeting adjourned at 7:47 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

Excise Tax_____

DRAWN BY AND RETURN TO:
City of Charlotte – ROD Box #227

PROJECT NO: TK24150476 / 14210

PROJECT NAME: CATS: ADA Bus Stop Improvements

PROJECT PARCEL NO.: 30

Physical Address: 145 West Walnut Street

Portion of Tax Parcel #: 00325220

Brief Description: Portion of Tax ID# 00325220

STATE OF NORTH CAROLINA

DEED OF EASEMENT(S)

COUNTY OF MECKLENBURG

THIS DEED OF EASEMENT(S) is made this _____ day of _____, 20 __, by and between **Town of Davidson, a municipal corporation created, organized and existing under the laws of the State of North Carolina.** PO Box 579, Davidson, NC 28036 (hereinafter referred to as “GRANTOR”), and the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, 600 East Fourth Street, Charlotte, North Carolina 28202 (hereinafter referred to as “GRANTEE”).

The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, GRANTOR owns a certain tract of land (“Property”) in or near the City of Charlotte, County of Mecklenburg, North Carolina, the same being the land conveyed to GRANTOR, by Deed recorded in Deed Book 1185, Page 165 in the Office of the Register of Deeds of Mecklenburg County and to which additional reference is made above; and

WHEREAS, the GRANTEE, in serving the best interest, safety and welfare of the general public, proposes to construct certain public improvements in connection with the above referenced project and for those purposes requires the following rights and interests from GRANTOR.

NOW THEREFORE, GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey to GRANTEE, its successors and assignees, the permanent and temporary easements indicated below:

Permanent Shelter Easement (“PSE”): GRANTEE shall have the perpetual right to enter upon the Permanent Shelter Easement Area, hereinafter defined, for the purpose of installing, constructing, and maintaining a public transportation passenger shelter and/or bench in a good, proper, and safe condition; said Permanent Shelter Easement Area running, over, under and across the Property and being more particularly described as follows:

THE PORTION(S) of the Property described and labeled as “Permanent Shelter Easement” and “PSE” on the map attached hereto as Exhibit A and incorporated herein by reference, said map having been prepared by or for the City of Charlotte.

Temporary Construction Easement (“TCE”): In addition to the foregoing Permanent Easements, GRANTEE shall have the temporary right to enter upon the Temporary Construction Easement Area, hereinafter defined, for the purpose of laying and constructing the public project referenced above; said Temporary Construction Easement Area running, over, under and across the Property and being more particularly described as follows:

THE PORTION(S) of the Property labeled “Temp. Construction Easement” and “e” as indicated on the map attached hereto as Exhibit A and incorporated herein by reference, said map having been prepared by or for the City of Charlotte.

The TCE shall also include the right of GRANTEE to enter the Temporary Construction Easement Area to remove trees, shrubs, landscaping, and modify topography, which are deemed necessary by GRANTEE in connection with the construction of above-referenced public project.

The TCE granted in the immediately preceding paragraph, if any, shall take effect upon the beginning of construction on the Property and shall have a duration of two (2) year(s); and the parties hereto further covenant and agree that upon the expiration of the TCE as herein provided, the GRANTEE, or its Contractor, shall have no further obligations to maintain, or rights to enter upon the TCE described herein.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR immediately adjacent to the easement(s) as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the facilities and improvements for which the easement(s) is/are granted.

It is further understood that the GRANTOR shall not: erect a permanent structure of any kind over or across the easements herein granted (including TCE for so long as any such TCE remains in effect); permit or cause water to be ponded or impounded over or across said easements (including TCE for so long as any such TCE remains in effect) or attempt to block or otherwise impede the natural flow of water; excavate from or add fill material to the property within said easements resulting in an elevation change of ± 1 foot; cause or permit to be stored over said easements any personal property which materially impairs GRANTEE’s access to the infrastructure within said easements and which cannot be removed by the fee owner of the Property within twenty-four hour notice; or plant trees or other plants with invasive roots systems within water or sewer easements. For purposes of this document, permanent structure includes, but is not limited to, buildings, tennis courts, and swimming pools. Any irrigation systems installed within the easements herein granted shall be the sole responsibility of the fee owner of the Property and will not be subject to repair or replacement by the GRANTEE upon its exercise of the rights herein granted.

The easement(s) conveyed herein is/are non-exclusive to the extent that other public service and utilities may install service lines across the herein described easement(s) provided they do not unreasonably interfere with GRANTEE’S use, and (ii) GRANTOR, or its successor in title, has received prior written approval from GRANTEE for said utility installation.

GRANTOR understands that the interests conveyed hereby are being acquired for a construction project of the GRANTEE and GRANTOR agrees that construction may begin on said Property upon execution of this instrument. GRANTOR further acknowledges that the consideration stated herein is full and just compensation pursuant to the North Carolina General Statutes for the acquisition of the said property interests and rights by the GRANTEE, and for any and all damages to the value of their remaining Property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of GRANTEE’S project, and for the past and future use of said areas by the GRANTEE, its successors and assigns, for all purposes for which the GRANTEE is authorized by law to subject the same.

GRANTEE shall return the Temporary Construction Easement Area and any other areas outside the permanent easements conveyed herein that are disturbed as a result of GRANTEE’S activities in connection with above referenced project, to a similar condition as existed prior to GRANTEE’S activities.

TO HAVE AND TO HOLD the aforesaid rights and easements to GRANTEE, its successors and assigns, it being agreed that the rights and easements hereby granted are appurtenant to and run with the land.

AND, the GRANTOR covenants with the GRANTEE that GRANTOR is seized of the Property in fee simple, has the right to grant the rights and easements provided herein, and that GRANTOR will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has duly executed this instrument as of the date set forth above, and if an entity by its duly authorized representative.

Entity Name: Town of Davidson

By: _____

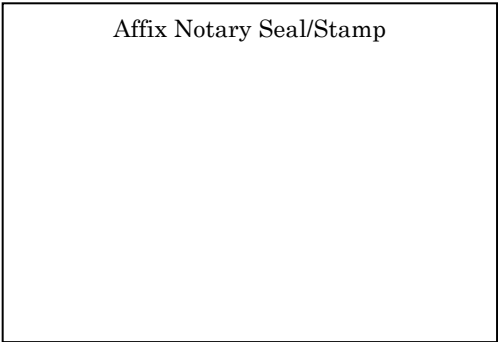
Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I _____, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the _____ day of _____ 20__, each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): _____ of Town of Davidson.



Notary Public
My commission expires: _____

**DONATION OF PROPERTY TO
The City of Charlotte**

STATE OF NORTH CAROLINA

City of Charlotte

COUNTY OF MECKLENBURG

Project Name: CATS: ADA Bus Stop
Improvements

Project No.: TK24150476 / 14210

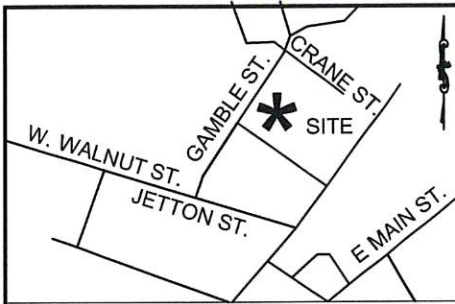
Parcel No.: 30

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on the attached map(s) for the above referenced project, desires to make a voluntary donation of said property or property interest to the City of Charlotte for the use and benefit of said Project.

The undersigned has been advised that he/she is entitled to receive just compensation for the areas needed and the owner hereby waives any compensation in exchange for the donation of property as full settlement of his/her claim. Having been fully informed of the above rights, I, the owner, hereby waive those rights unless otherwise noted below.

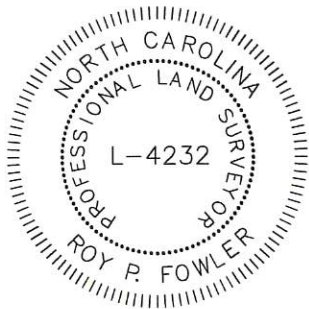
☐ DONATE _____
Print Name Signature Date

☐ DECLINE _____
Print Name Signature Date



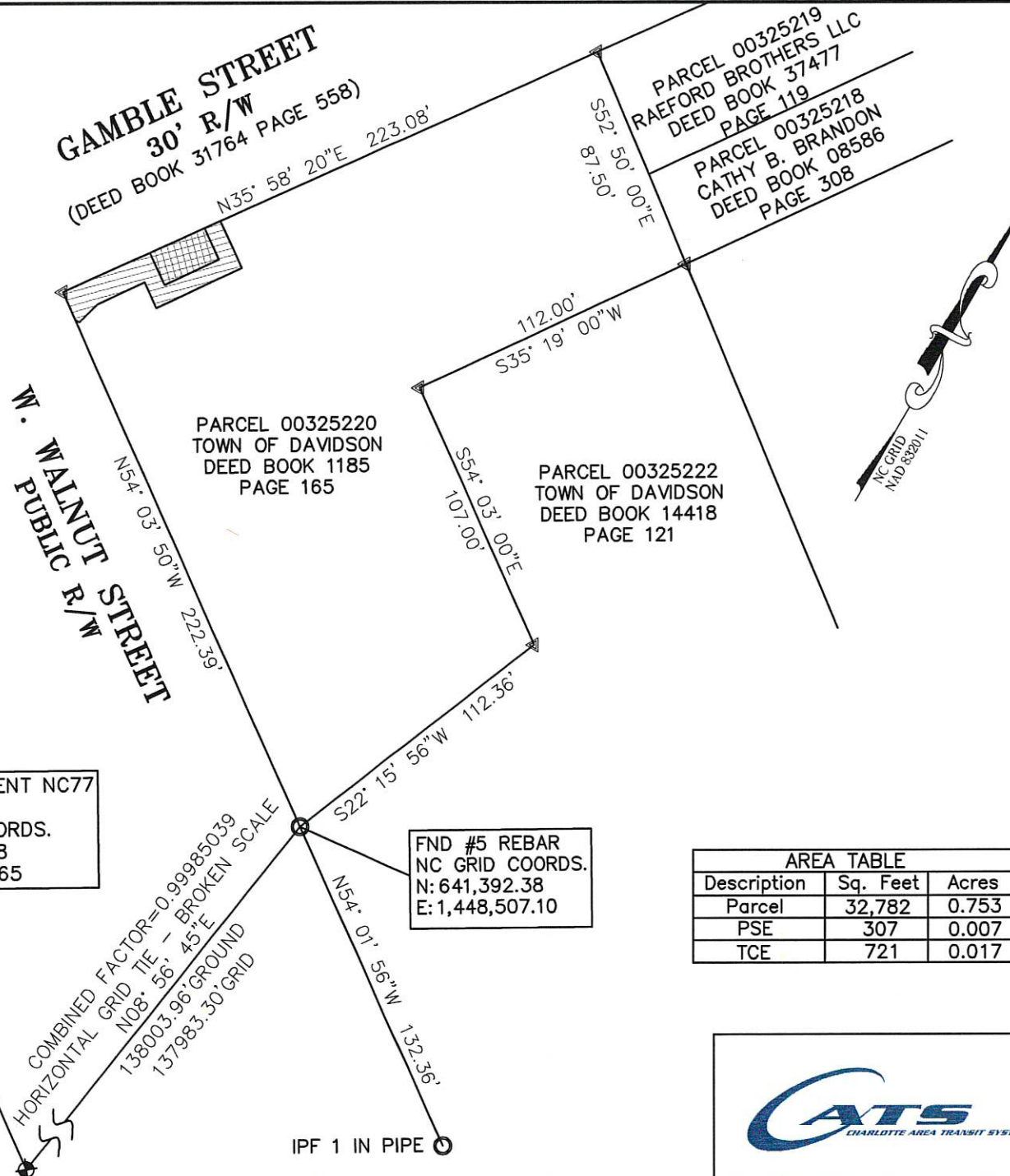
VICINITY MAP
NOT TO SCALE

Map Prepared By:
CES GROUP ENGINEERS, LLP
3525 WHITEHALL PARK DRIVE,
SUITE 150
CHARLOTTE, NC 28273
704.489.1500
F-1240



I, ROY P. FOWLER, CERTIFY THAT
THIS MAP WAS PREPARED UNDER
MY SUPERVISION AND THAT THE
MAP WAS PREPARED FOR THE
PURPOSE OF ACQUISITION OF
EASEMENTS ONLY, AND IS NOT
INTENDED TO BE A BOUNDARY
SURVEY OF THE PROPERTY
SHOWN.

[Signature]
NC-PLS L-4232 JAN. 8, 2025



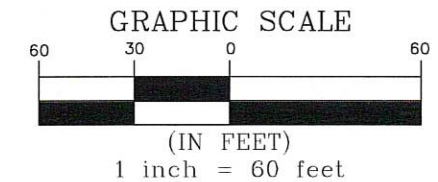
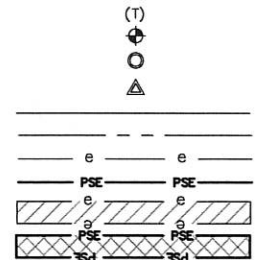
THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN
REVIEWED FOR COMPLIANCE WITH THE
RECORDING REQUIREMENTS FOR PLATS.

I, _____, REVIEW OFFICER OF
MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT
TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER
DATE

TYPICAL PROJECT LEGEND

NGS MONUMENT
EXISTING MONUMENTATION (AS NOTED)
COMPUTED POINT
EXISTING RIGHT OF WAY
PROPERTY LINE FROM RECORD DOCUMENTS
TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SHELTER EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SHELTER EASEMENT



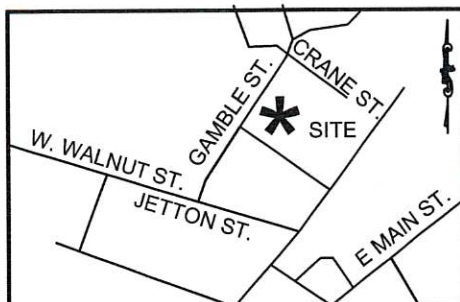
AREA TABLE		
Description	Sq. Feet	Acres
Parcel	32,782	0.753
PSE	307	0.007
TCE	721	0.017

REV. I-CORRECTED TYPO 1-08-25

SHEET 1 OF 2

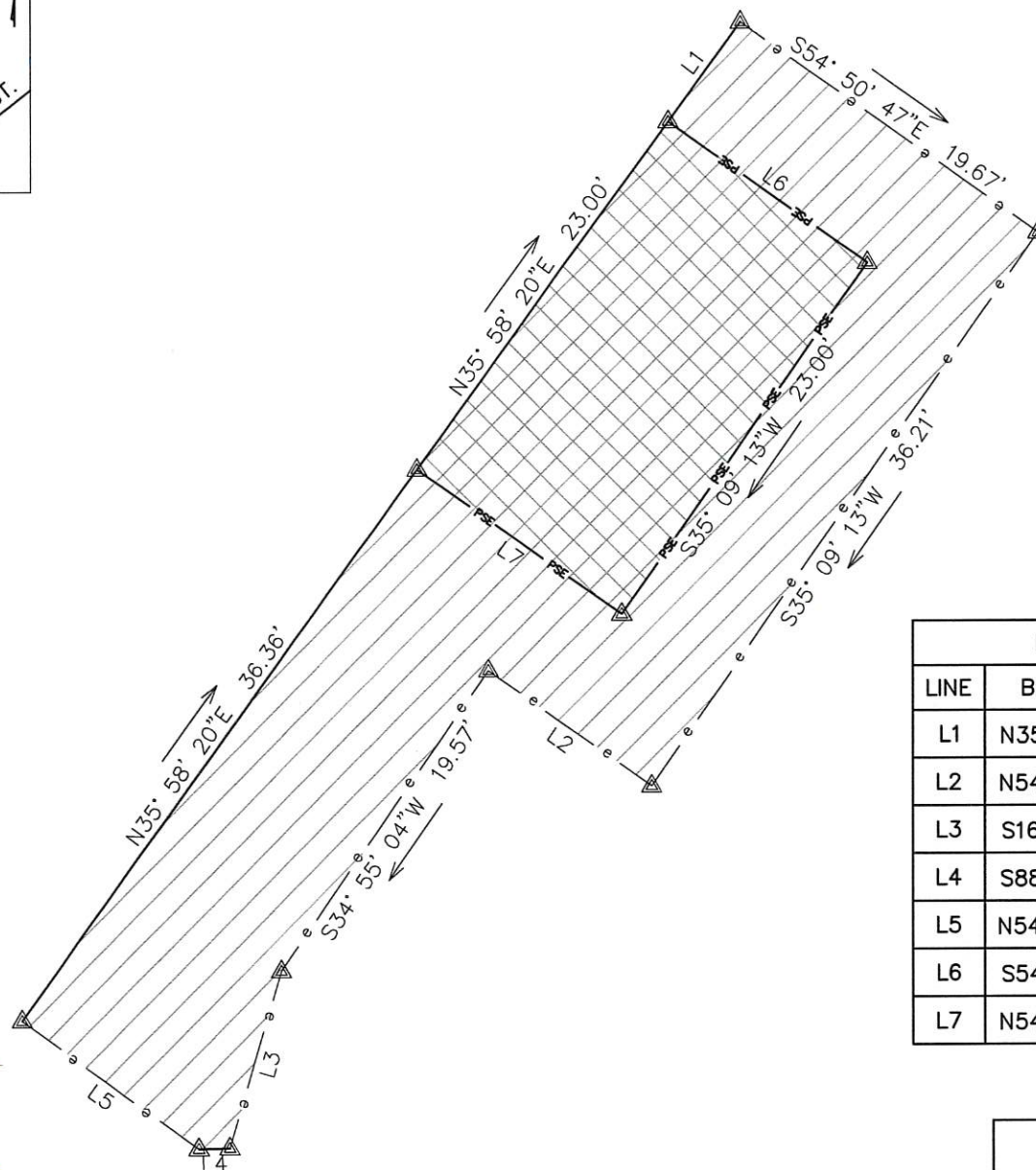
Project Name	
CATS ADA BUS STOP IMPROVEMENTS	
 CITY OF CHARLOTTE	OWNER: TOWN OF DAVIDSON Site Address 145 W. WALNUT ST., Charlotte, NC 28036
	PID# 00325220 CATS PARCEL #30
8157 JOB NUMBER	1"=60' SCALE
MS PREPARED BY	01/08/2025 REV. DATE





VICINITY MAP
NOT TO SCALE

Map Prepared By:
CES GROUP ENGINEERS, LLP
3525 WHITEHALL PARK DRIVE,
SUITE 150
CHARLOTTE, NC 28273
704.489.1500
F-1240



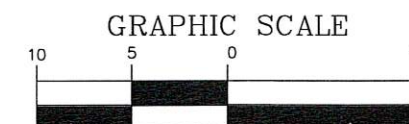
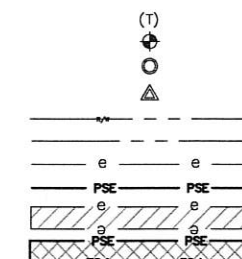
NC GRID
NAD 83/2011

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°58'20"E	6.60'
L2	N54°48'15"W	10.76'
L3	S16°39'01"W	9.86'
L4	S88°27'18"W	1.66'
L5	N54°03'50"W	11.74'
L6	S54°50'47"E	13.16'
L7	N54°48'15"W	13.49'

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN
REVIEWED FOR COMPLIANCE WITH THE
RECORDING REQUIREMENTS FOR PLATS.

TYPICAL PROJECT LEGEND

NGS MONUMENT
EXISTING MONUMENTATION (AS NOTED)
COMPUTED POINT
EXISTING RIGHT OF WAY
PROPERTY LINE FROM RECORD DOCUMENTS
TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SHELTER EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SHELTER EASEMENT



(IN FEET)

1 inch = 10 feet

SHEET 2 OF 2

REV.1-CORRECTED TYPO 1-08-25

Project Name

CATS ADA BUS STOP IMPROVEMENTS



CITY OF CHARLOTTE

OWNER:
TOWN OF DAVIDSON
Site Address
145 W. WALNUT ST.,
Charlotte, NC 28036

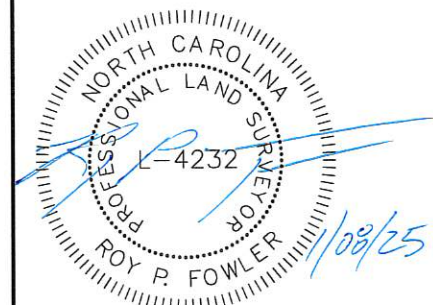
8157
JOB NUMBER

1"=10'
SCALE

MS
PREPARED BY

01/08/2025
REV. DATE

PID# 00325220
CATS PARCEL #30



Town of Davidson
CONTRACT
STANDARD FORM – DESIGN BUILD SERVICES

This Contract for Services (this “Contract”) is entered into this 9th day of December, 2025 (“Effective Date”) by and between the **Town of Davidson**, a municipal corporation of the State of North Carolina, (the “Town”) and **Renu Energy Solutions, LLC** (the “Design-Builder”), located at 801 Pressley Road #100, Charlotte, NC 28217.

Background.

The Town was awarded a grant for a rooftop solar and backup energy storage system and field lighting upgrades at the Town’s McEver Baseball Fields facility. A copy of the grant, GRANT AGREEMENT NO. 100971-000 Energy Efficiency and Conservation Block Grant (EECBG) – CW61766” is attached hereto and incorporated herein by reference as **Exhibit 1** (the “Grant”). Design-Builder submitted a response to the Town’s “Request for Qualifications McEver Baseball Fields Rooftop Solar and Solar Field Lighting Project”, a copy of which is attached hereto and incorporated herein by reference as **Exhibit 2** (the “RFQ Response”). The Town has selected Design-Builder as the Design-Builder and accordingly the parties enter into this agreement.

Agreement.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Design-Builder - The Design-Builder agrees to design, permit, interconnect, construct, commission, and maintain a rooftop solar and backup energy storage system and solar field lighting at McEver Baseball Fields facility as more particularly described in the RFQ Response and in accordance with this Contract (the “Services”). The Services shall be provided in accordance with all applicable laws and regulations and shall also be provided consistent with and in strict compliance with all requirements of the Grant.

The Town and Design-Builder recognize that time is of the essence to this Contract and that the Town will suffer financial loss if the work is not completed within the times specified herein. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Town and Design-Builder agree that as liquidated damages for delay (but not as penalty) the Design-Builder shall pay to the Town for each day in excess of the term allowed for completion of the Work, the sum of \$1000 per day as liquidated damages.

The term of this Contract shall be from the Effective Date – **12/31/2026**.

This Contract does not grant the Design-Builder the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Design-Builder (or not at all) at the discretion of the Town.

The Design-Builder shall begin the Services immediately upon issuance of a written notice to proceed. The Design-Builder agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Design-Builder represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and

resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

Additional Insurance. In addition to the insurance required pursuant to Section 9 of the Standard Terms and Conditions for All Contracts, the Design-Builder certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to Town and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by Town.

2. **Obligations of the Town.** The Town hereby agrees to pay to the Design-Builder for the faithful performance of this Contract as follows ("Contract Price"):

(i) Design-Builder's Fee	\$	<u>395,267.55</u>
(ii) Total Not to Exceed	\$	<u>400,000.00</u>

3. **The Town's Project Coordinator.** **Kayla Kovach** is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Design-Builder's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. **Primary Client Contact for the Design-Builder.** **Jeff Aliotta** is designated as the Primary Contact for the Design-Builder. The Primary Contact is fully authorized to act on behalf of the Design-Builder in connection with this Contract.
5. **Terms and Methods of Payment.** The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Finance Director with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Director. The Design-Builder to submit invoices on the following schedule: **monthly**.
6. **Standard Terms and Conditions:** The Design-Builder agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.
7. **Grant-Required Additional Terms and Conditions:** The Design-Builder agrees to comply with all Grant terms as set forth in **Exhibit 1** attached hereto and incorporated herein by reference. The Design-Builder further agrees to comply with the Additional Terms and Conditions attached hereto and incorporated herein by reference as **Attachment B**.
8. **Counterpart Execution.** This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Design-Builder have executed this Contract on the day and year first written above.

Renu Energy Solutions, LLC

Design-Builder Name

Signature of Authorized Representative Date

the Design-Builder's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Davidson

Signature of Authorized Representative Date

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

Finance Director

Approved as to Form

Town Attorney

Attachment A

Standard Terms and Conditions

1. **Contract Documents.** The Design-Builder's execution of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for qualifications), and (iv) any other terms and conditions of a written agreement signed by the Design-Builder and the Town that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Design-Builder and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Design-Builder's quotation, acknowledgment, invoice, or in any other communication from the Design-Builder to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Compliance with All Laws; Use of Federal Funds.** The Design-Builder warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of the Design-Builder to proceed may be terminated immediately by written notice if the Town determines that the Design-Builder, its agent or another representative, has violated any provision of law. Without limiting the foregoing, If the source of funds for this Contract is federal funds, then the Design-Builder agrees to comply with the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
3. **Nondiscrimination.** During the performance of the Contract, the Design-Builder shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
4. **Conflict of Interest.** The Design-Builder represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Design-Builder shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
5. **Gratuities to the Town.** The right of the Design-Builder to proceed may be terminated by written notice if the Town determines that the Design-Builder, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
6. **No Kickbacks to the Design-Builder.** The Design-Builder shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Design-Builder has grounds to believe that a violation of this clause may have occurred, the Design-Builder shall promptly report to the Town in writing the possible violation.
7. **E-Verification.** The Design-Builder shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
8. **Indemnification/Hold Harmless.** The Design-Builder shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Design-Builder's failure to comply with any applicable law, code, ordinance, regulation, or industry standard, or (b) arising as a result of negligence and/or intentional acts by the Design-Builder, its employees, agents, subcontractors and/or lower-tier subcontractors. In the event the Design-Builder, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Design-Builder agrees that it will hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
9. **Insurance.** Unless such insurance requirements are waived or modified by the Town, the Design-Builder certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Design-Builder shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Design-Builder shall maintain commercial general liability insurance that shall protect the Design-Builder from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Design-Builder, the Design-Builder shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Design-Builder shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Design-Builder to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Design-Builder or the insuring company. Failure to furnish

insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

10. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) days' notice in writing from the Town to the Design-Builder. If the Contract is terminated by the Town in accordance with this paragraph, the Design-Builder will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
11. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Design-Builder. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Design-Builder shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
12. Contract Funding. It is understood and agreed between the Design-Builder and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Design-Builder receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Design-Builder for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
13. Improper Payments. The Design-Builder shall assume all risks attendant to any improper expenditure of funds under the Contract. The Design-Builder shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Design-Builder shall make such refunds within 30 days after the Town notifies the Design-Builder in writing that a payment has been determined to be improper.
14. Contract Transfer. The Design-Builder shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
15. Contract Personnel. The Design-Builder agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
16. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Design-Builder.
17. Relationship of Parties. The Design-Builder is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Design-Builder. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Design-Builder and the Town. Employees of the Design-Builder shall remain subject to the exclusive control and supervision of the Design-Builder, which is solely responsible for their compensation.
18. Advertisement. The Contract will not be used in connection with any advertising by the Design-Builder without prior written approval by the Town.
19. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Design-Builder for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Design-Builder specifically waives any claim for interest.
20. Background Checks. At the request of the Town's Project Coordinator, the Design-Builder (if an individual) or any individual employees of the Design-Builder shall submit to the Town criminal background check and drug testing procedures.
21. Confidential Information. the Design-Builder shall safeguard and protect Sensitive and Confidential Information of the Town, including all information pertaining to program participants and attendees, in accordance with all applicable laws and regulations and consistent with information security best practices. "Sensitive and Confidential Information" means any of the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under in the State Personnel Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "card holder data" under the Payment Card Industry Data Security Standard (PCI-DSS) and the Payment Application Data Security Standard (PA-DSS), and any information protected from disclosure under the North Carolina Public Records Act. If the Design-Builder becomes aware of a confirmed or suspected exposure of Sensitive and Confidential Information of the Town, then the Design-Builder shall notify the Town as promptly as possible.
22. Intellectual Property. The Design-Builder agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
23. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. No Third-Party Benefits. The Contract shall not be considered by the Design-Builder to create any benefits on behalf of any third party. The Design-Builder shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
25. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
26. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

27. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Design-Builder hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. The Design-Builder may not assign, pledge, or in any manner encumber the Design-Builder's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
28. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Design-Builder will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Design-Builder agrees to coordinate its Work with the work of any other separate contractors or with the work of Town's own forces to avoid delaying or interfering with their work. Design-Builder shall enforce good order and discipline among his employees and subcontractors on the Project. The Design-Builder further agrees to inform Town on a regular basis or at Town's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Design-Builder shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Design-Builder shall keep the Project reasonably free from waste materials or rubbish resulting from the Design-Builder's operations.
5. Additional Warranties. The Design-Builder warrants that the Design-Builder has visited the location of the Project and is familiar with all field conditions bearing upon the Design-Builder's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Design-Builder further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date Town accepts the Work or such date as the Design-Builder actually completes all the Work (the "Date of Completion"). During such period, the Design-Builder will remedy at Design-Builder's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from Town.
6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Design-Builder further agrees to defend and indemnify Town from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Design-Builder's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Design-Builder agrees that Town may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by Town Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Design-Builder's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Design-Builder agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to Town.
9. Payments Withheld. The Town may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Design-Builder; (3) failure of the Design-Builder to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Design-Builder to submit the required information on minority business enterprises; and (8) failure of the Design-Builder to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 et seq.), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the Town will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the Town may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The Town specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Design-Builder may pay each subcontractor no later than seven days after receipt of payment from the Town and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the subcontractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.
11. The Design-Builder shall use and submit applications for payment using a form reasonably satisfactory to Town ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to Town.

ATTACHMENT B

Additional Terms And Conditions

All contracts related to this Project must include the following clauses required by the NC Department of Environmental Quality, and the US Department of Energy:

I. Interest of Members, Officers, or Employees of the Local Governing Body, or other Public Officials. No member, officer, or employee of the Town, or its agents, and no other public official of the Town who exercises any functions or responsibilities with respect to the program, during his tenure, or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Design-Builder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to this section, and shall take appropriate steps to assure compliance.

II. Interest of Design-Builder and Employees. The Design-Builder covenants that neither it nor its employees, owners, principals, or agents presently has any interest and shall not acquire interest, direct or indirect, in the Project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Design-Builder further covenants no person having any such interests shall be employed that in the performance of this Contract.

III. Legal Remedies/Termination of Contract. If, through any cause, the Design-Builder shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Design-Builder shall violate any of the covenants, agreements or stipulations of this Contract, the Town shall thereupon have the right to terminate this contract by giving written notice to the Design-Builder of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Design-Builder shall be entitled to receive just and equitable compensation for all satisfactorily completed work. Notwithstanding the above, the Design-Builder shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Contract by the Design-Builder, and the Town may withhold any payments to the Design-Builder for the purpose of set-off until such time as the amount of damages due the Town from the Design-Builder is determined.

IV. During the performance of this Contract, the Design-Builder agrees:

- a. The Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or nation origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship: The Design-Builder agrees to post in conspicuous places; available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Design-Builder will, in all solicitation, or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Design-Builder will comply with all provisions and rules, regulations and relevant orders of the Secretary of Labor.
- d. The Design-Builder will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- e. In the event of the Design-Builder's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further government contracts and such other sanctions may be imposed and remedies involved as provided in by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- f. The Design-Builder will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to will be binding upon each subcontractor or vendor. The Design-Builder will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the Design-Builder becomes involved in, or threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

V. Copeland “Anti-Kickback” Act Provision. The Design-Builder shall comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor requirements (29 CFR, Part 3). This Act provides that each Design-Builder and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Town will report all suspected or reported violation to the North Carolina Department of Commerce.

VI. Labor Standards. The Design-Builder shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity programs, including but not limited to the rules set forth in 4 NCAC 19L.1006, 24 CFR 570.603 and the following (as may be applicable to DEQ projects):

- a. Davis-Bacon Act (40 USCA 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds (Construction, demolition over \$2,000, and rehabilitation on 8 or more units with common owner).
- b. Contract Work Hours and Safety Standards Act (40 USCA 327 through 333). Under this Act, among other provisions, laborers and mechanics employed by Design-Builders and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the Act funds (Construction, demolition over \$2,000, and rehabilitation on 8 or more units with common owner).
- c. Fair Labor Standards Act (29 USC 201 et seq.). requiring among other things that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work week.
- d. Copeland Act - Federal anti-kickback laws (18 USC 874 and 40 USC 276). which, among other things, outlaws and prescribes criminal penalties for “kickbacks” of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

The Design-Builder agrees to maintain records regarding compliance with the laws and regulations cited in 4 NCAC 19L. 1006 (including the citations listed above) in accordance with 4 NCAC 19L.0911.

All contracts between the Design-Builder and subcontractors shall contain labor standards provisions as required in 4 NCAC 19L.1006.

A Poster is required to be posted on all contracts to which the Act applies. The notice to be posted depends on the type of federal procurement contract involved – either for Davis-Bacon contracts or, for contracts to which the Service Contract Act (SCA) applies, the [“Employee Rights on Government Contracts”](#) must be posted. The appropriate poster(s) must be posted at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no size requirement for these posters but they must be easily readable.

VII. Access to Records and Record Retainage. All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all Project funds, both federal and non-federal shares. These records shall be retained for five years after Project close-out unless permission to destroy them is granted by the funding agency.

IX. Clean Water, Clear Air, EO 11738, EPA Regulations. The Design-Builder shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000)

X. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

XI. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Handicap. No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

XII. Anti-Lobbying Clauses: Required by Section 1352, title 31, U.S. Code

- a. 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 a Member 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.
- b. If any funds other than federal appropriated funds have been paid or will be paid 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 an submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This 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 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 and not more than \$100.00 for each such failure.

XIII. Certification of Eligibility. By entering into this contract, the Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design-Builder's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

XIV. Key Personnel. The Design-Builder shall not substitute key personnel assigned to the performance of this contract without prior approval by the Town and the grantor agency, the North Carolina Department of Environmental Quality. Individuals designated as key personnel for purposes of this contract are those specified in the Statement of Qualifications submitted by the Design-Builder

XV. Subcontracting. Work proposed to be performed under this contract by the Design-Builder or its employees shall not be subcontracted without prior written approval by the Town and the grantor agency, the North Carolina Department of Commerce, Rural Economic Development Division. Acceptance of an offeror's Statement of Qualifications shall include any subcontractor(s) specified therein.

XVI. Debarment, Suspension and other Responsibility Matters

- a. The Design-Builder certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal department or agency;
 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Design-Builder is unable to certify to any of the state in this certification, such prospective participant shall attach an explanation to this contract.

XVII. The Design-Builder will comply with all requirements of North Carolina General Statute Chapter 143C, Article 6A, titled "The Iran Divestment Act."

XVIII. The Design-Builder shall comply with Build America Buy American requirements.

GRANT AGREEMENT NO. 100971-000
Energy Efficiency and Conservation Block Grant (EECBG) – CW61766

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."

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	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.

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- 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

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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.

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- 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

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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

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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.

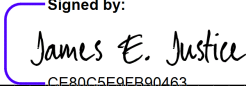
27.0 Property Standards. Subrecipient agrees that it is responsible for the proper custody and care of any State-owned property furnished for use in connection with the performance of this contract and will reimburse the State for its loss or damage. Acquisition, management, and disposition of all property (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.

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- 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

Signed by:

CE80C5E9FB90463...

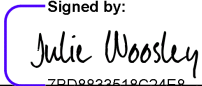
Subrecipient's Signature
James E. Justice
Davidson Town Manager

Printed Name and Title

Town of Davidson
Organization

9/24/2025
Date

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Signed by:

7BD8833518C24E8...

Department Signature or Authorized Assignee
Julie Woosley
Director

Printed Name and Title

NCSEO, Dept of Env. Quality
Department

9/25/2025
Date

Attachment A

ASSISTANCE AGREEMENT			
1. Award No. DE-SE0000510		2. Modification No.	3. Effective Date 01/01/2024
		4. CFDA No. 81.128	
5. Awarded To North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585	
		7. Period of Performance 01/01/2024 through 12/31/2026	
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other	9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007	10. Purchase Request or Funding Document No. 24SE000200	
11. Remittance Address North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699		12. Total Amount Govt. Share: \$2,999,170.00 Cost Share : \$0.00 Total : \$2,999,170.00	13. Funds Obligated This action: \$2,999,170.00 Total : \$2,999,170.00
14. Principal Investigator	15. Program Manager Myles L. Rogers Phone: 240-597-6348	16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401	
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury	19. Submit Reports To 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 David R. Welsh	27. Date Signed 02/09/2024

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-SE0000510

PAGE OF

2

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				

JULY 2004

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).



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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 - IJIA) 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 contractors 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 (FAPIS)) 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/departments-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/departments-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 waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's 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 Guide² 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.

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/rte.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 Debts¹

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

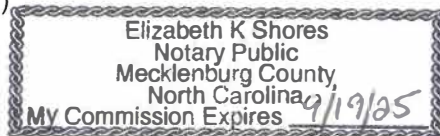
Austin Nantz, Assistant Town Manager
Name and Title

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



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,

A handwritten signature in blue ink, appearing to read "Julie Woosley".

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

	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	13. Type of Payment: (Check all that apply) ☐ retainer ☐ one-time fee ☐ commission ☐ contingent fee ☐ deferred ☐ other; specify: _____			
12. Form of Payment: (Check all that apply) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px; height: 50px;"></td> <td style="padding: 5px;"> a. cash b. in-kind; specify: Nature _____ Value _____ </td> </tr> </table>				a. cash b. in-kind; specify: Nature _____ Value _____
	a. cash b. in-kind; specify: Nature _____ Value _____			
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		

Cover Letter

Monday November 10th, 2025

Town of Davidson

Request for Qualifications

McEver Baseball Fields Rooftop Solar and Solar Field Lighting

Town of Davidson Team,

Renu Energy Solutions LLC is pleased to provide this proposal outlining Renu's qualifications to design, permit, interconnect, construct, commission, and maintain rooftop solar plus storage and solar field lighting at McEver Baseball Fields.

Renu is a turnkey solar company based at 801 Pressley Road #100, Charlotte NC 28217. Renu's office telephone number is (704) 525-6767. All questions and RFIs for this proposal should be directed to Matthew Culley, Senior Consultant, who can be reached by mail at the address listed above. Matthew can also be reached at mculley@renuenergysolutions.com and (704) 999-4469.

Renu has been in business since 2010 and has executed over a hundred commercial solar and storage projects in the Carolinas. For this specific RFQ, Renu has assembled a project team with key partners that have direct experience in executing solar field lighting. Renu will partner with Brightway LED Lighting and Florida Georgia Pole Setters for the solar field lighting. Our internal team will design and execute the solar and storage system on the concession stand building.

This proposal includes Renu's, Brightway's, and Florida Georgia Pole Setter's qualifications so the Town can confirm our candidacy for the proposed work. Renu as the prime contractor possesses an unlimited NC GC License, an unlimited NC Electrical License, a NABCEP PV Installation Professional certification, and a NABCEP PV Technical Sales certification.

Renu's turnkey solar projects have included the key elements requested in this RFQ; namely design, construction, and operation of solar PV systems. In the 15 years of Renu's operation, Renu has been fortunate to work with a variety of Owners, from Fortune 1000 companies to local small businesses. Relevant to this RFQ, Renu has executed solar projects for Durham County, Buncombe County, City of Charlotte, City of Winston-Salem, Forsyth County, and other municipalities and government agencies. Renu is currently in the late stages of constructing a 133.4 kW rooftop PV project for the Town of Davidson on Town Hall.

Renu is well-qualified to professionally execute solar projects. Thank you for the opportunity to provide a bid for this project. Renu is excited at the prospect of partnering with the Town of Davidson.

Thank you for your time and consideration,



Matthew Culley

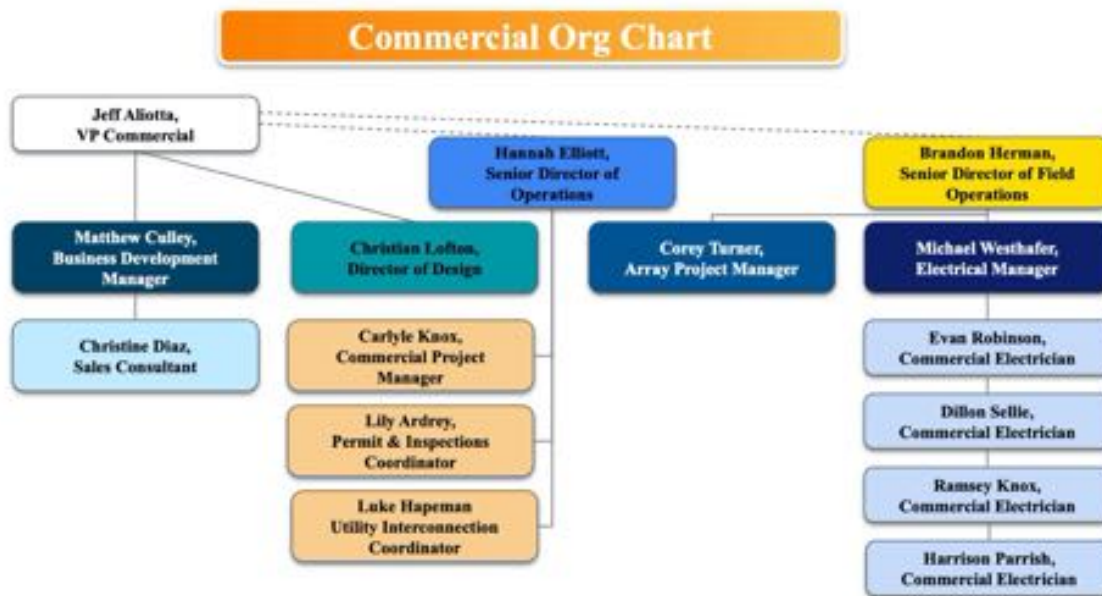
Senior Consultant, Renu Energy Solutions LLC

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1. Renu Team Profile

	
Name	Renu Energy Solutions LLC
Address	801 Pressley Road #100, Charlotte NC 28217
Year Established	2010
Type of Ownership	LLC Partnership
Size of Team	88 Employees
NC GC License	#76615 (unlimited)
NC EL License	#34519 (unlimited)
NABCEP PVIP	PV-090919-017323
NABCEP PPTS	TS-020521-33739
Office Location	Charlotte, North Carolina



2. Renu Team Details

Several internal resources from Renu will be used in the execution of this project. Matthew Culley, Senior Consultant, will be responsible for coordinating the initial project modeling and design. Christian Lofton, Director of Design, will be responsible for coordinating with the Structural and Electrical Engineers on the sealed planset, and facilitating permit review with the AHJ and interconnection with the utility. Carlyle Knox, Project Manager, will be responsible for coordinating the preconstruction process and communicating project progress with the Town of Davidson. Hannah Elliott, Senior Director of Operations, will be responsible for overseeing procurement, permitting, and interconnection. Brandon Herman, Senior Director of Construction, will be responsible for managing internal and external labor resources for executing rooftop and electrical installation. Michael Westhafer, Electrical Manager, will oversee electrical labor during construction. Corey Turner, Array Project Manager, will be responsible for overseeing Renu's array construction mobilization, labor, and material logistics with internal and external parties. Please see below for brief resumes and experience for each team member:

Matthew Culley

Matthew Culley came to Renu in 2017 after graduating from the University of North Carolina at Chapel Hill with a Bachelor of Science in Environmental Science. Matthew's responsibilities at Renu include project development, financial modeling, solar production modeling, project estimating, project planning and management. Matthew holds a **NABCEP PV Technical Sales Certification (TS-020521-33739)**.

Christian Lofton

Christian joined Renu in the summer of 2023. Christian has over a decade of solar experience, including spending the previous 10 years at RED Group as the Design and Installation Director.

Christian has an *NC Electrical License (#30408) as well as a NABCEP PV Certification (#091110-71)*.

Hannah Elliott

Hannah Elliott has been with Renu since November of 2016. Hannah oversees the Operations team as they move projects through the design, permitting, and utility interconnection process prior to installation. Over the past 9 years, Hannah has built out the Operations department from 2 employees to a team of 20+ that efficiently design, permit and construct Renu's projects.

Brandon Herman

Brandon joined the Renu team in 2015 and has overseen construction of hundreds of projects in his 10 years with the company. In his current role, Brandon oversees all field operations and directs rooftop and electrical crews performing jobs across North Carolina and South Carolina. Brandon has his *NABCEP PV Installation Professional Certification (#PV-090919-017323)*.

Corey Turner

Corey Turner joined Renu full-time in November 2022 after working two summers as a field intern while completing his degree in Sustainable Technology at Appalachian State. Corey has been a part of numerous commercial projects in his time at the company, including Renu's largest rooftop system to date at Second Harvest Food Bank (1 MWdc). Corey holds an *OSHA 30 Certification*.

Michael Westhafer

Michael worked with Renu as an electrician for 4 years from September 2018 to August 2022. Michael then focused on his own electrical firm for a brief period before returning to Renu full-time in the summer of 2023. Michael has an *unlimited Electrical License in NC (#34519U)*.

Carlyle Knox

Carlyle joined the Renu team in 2023 as a Commercial Project Manager. In his first two years at Renu, Carlyle has managed over 50 different rooftop and canopy projects, including the largest rooftop project Renu has ever constructed. Carlyle holds an *OSHA 30 Certification*.

3. Consultants and Subcontractors

Renu will be using two trusted partners for the electrical and structural design of the PV system. Wilde Engineering, PLLC will provide the electrical engineering. Structural Capacity, PC will provide the structural engineering. Renu Energy Solutions drafts all permit plansets and documentation in house, and then works with these two firms to get electrical and structural plans stamped for an AHJ's permitting process. Renu has worked with these two firms and individuals for several years across 50+ solar projects. These two engineering partners provided sealed engineering on most of the reference projects included in this response.

Renu will also be using two trusted partners for execution of the projects. Brightway LED Lighting will be providing all LED lighting, poles, brackets, supports, solar modules, inverters, and hardware for the four solar lights at Field 3. Florida Georgia Pole Setters will be providing installation labor for solar lights.

	
Name	Brightway LED Lighting
Address	St. Louis, Missouri
Year Established	2013
Phone	(314) 484-0339
Website	http://www.brightwayledlighting.com/
Primary Contact	Keith Knackstedt, CEO
Email	kknackstedt@brightwayledlighting.com

	
Name	Florida Georgia Pole Setters
Address	Lake City, Florida
Year Established	2020
Phone	(386) 466-8797
Website	https://fgpsetters.com/
Primary Contact	Daniel Rainbolt
Email	daniel@fgpsetters.com

	
Name	Wilde Engineering PLLC
Address	Huntersville, North Carolina
Year Established	2020
Phone	704-439-7038
Website	https://www.wildeengineering.com/
Primary Contact	Matt Lewis, PE
Email	mlewis@wildeengineering.com
License	<i>NC PE License #049228</i>

	
Name	Structural Capacity, PC
Address	Charlotte, North Carolina

Year Established	2009
Phone	704-560-8324
Website	https://www.structuralcapacity.com/
Primary Contact	Adrian Lewis, PE
Email	adrian.durham@structuralcapacity.com
License	<i>NC PE License #033700</i>

4. Team Experience

Reference Project #1 – Takeuchi

1. Takeuchi MFG LLC
2. 519 Bonnie Valentine Way, Pendergrass, GA 30567
3. 4/27/2023 – 8/7/2024
4. 1.834 MWdc Rooftop PV systems across 6 buildings.
5. Original Project Budget - \$3,316,631; Final Project Cost - \$3,316,631; \$0 Delta
6. Angy Lamb, Manager of Operational Services, 519 Bonnie Valentine Way, Pendergrass GA 30567, Office: (706) 693-3640, Mobile: (770) 597-4991, alamb@takeuchi-us.com



Pictured: Takeuchi Headquarters in Pendergrass, Georgia; 810 kWdc

Renu Reference Project #2 – City of Charlotte

1. City of Charlotte PV Systems
2. Multiple Locations (21+) including Police Headquarters, Fire Stations, Police Stations, and Maintenance Facilities.
3. 2018 – Present
4. 1.5 MW+ PV Systems.
5. Renu can provide individual project budget and actuals upon request.
6. Ahmad Sabha, Project Manager, 600 E. Fourth Street, 12th Floor, Charlotte, North Carolina 28202, (704) 620-7848, Ahmad.Sabha@charlottenc.gov



Pictured: City of Charlotte Spratt Street Facility, Charlotte, North Carolina; 243 kWdc

Reference Project #3 – Truliant Federal Credit Union Operations Center

1. Truliant Federal Credit Union
2. 3320 Silas Creek Parkway, Winston-Salem NC 27103
3. 3/16/2022 – 5/24/2023
4. 352 kWdc Rooftop PV System.
5. Original Project Budget - \$588,931; Final Project Cost - \$588,931; \$0 Delta
6. Joe Kloeker, Director of Facilities, 3200 Truliant Way, Winston Salem, NC 27103, Office: 336-293-2527, Mobile: 743-213-6193, joe.kloeker@truliantfcu.org



Pictured: Truliant Operations Center in Winston-Salem, North Carolina; 352 kWdc

Reference Project #4 – New Belgium Brewing

1. New Belgium Brewing
2. 91 Craven Street, Asheville NC 28806
3. 9/7/2021 – 12/3/2022
4. 446 kWdc Rooftop PV System.
5. Original Project Budget - \$784,665; Final Project Cost - \$784,665; \$0 Delta



Pictured: New Belgium Brewing in Asheville, North Carolina; 446 kWdc

Reference Project #5 – American Tire Distributors

1. American Tire Distributors
2. 12200 Herbert Wayne Court, Huntersville NC 28078
3. 3/11/2022 – 12/1/2022
4. 230 kWdc Rooftop PV System.
5. Original Project Budget - \$412,500; Final Project Cost - \$412,500; \$0 Delta
6. Jimmy Ruggles, Maintenance Manager, 12200 Herbert Wayne Court, Suite 150 Huntersville, NC 28078, (704) 929-7000, jimmy.ruggles@cbre.com



Pictured: American Tire Distributors in Huntersville, NC; 230 kWdc

Reference Project #6 – Continental Tire Headquarters

1. Continental Tire of the Americas
2. 1794 MacMillan Park Drive, Fort Mill SC 29707
3. 2/4/2022 – 5/1/2023
4. 357 kWdc Rooftop and Ground Mount PV System
5. Original Project Budget - \$560,000; Final Project Cost - \$587,584; Delta \$27,584 – Additional cost due to new Duke Energy SDGI kit requirement and additional earth anchors needed for ground mount due to insufficient soil compaction from civil contractor.
6. Vince Babb, Project Manager, 4111 South Boulevard, Charlotte NC 28209, Office - (704) 332-0900, Cell – (704) 497-9316, vbabb@edificeinc.com



Pictured: Continental Tire Headquarters in Fort Mill, South Carolina; 357 kWdc

Brightway Similar Project Experience

Project Name	Location	Sport/Level	Completion	Contact
Matthews Area Recreation Association	Matthews, NC	Recreational baseball	2024	Hazel Williams (704) 651-3617
Life University	Marietta, GA	Collegiate	2025	Kim McGregor (404) 510-0009
Regents School of Austin	Austin, TX	High school	2024	Sam Thompson (512) 899-8095

FGPS Similar Project Experience

Project Name	Location	Sport/Level
Bayside High School	Palm Bay, FL	High School
Marjory Stoneman Douglas High School	Parkland, FL	High School
Jonesborough Elementary	Jonesborough, TN	Elementary School

Wilde Engineering Similar Project Experience*

Project Name	Location	Description	Completion	Contact
Allison & Associates	Pinehurst, NC	20.94 kW PV + 54 kWh ESS	2024	Dr. Allison
New Light Presbyterian Church	Columbia, SC	7.08 kW PV + 40.5 kWh ESS	2025	Joseph Kim
Spratt Street – City of Charlotte	Charlotte, NC	243.53 kW	2024	Heather Bolick

Structural Capacity Similar Project Experience*

Project Name	Location	Description	Completion	Contact
Allison & Associates	Pinehurst, NC	20.94 kW PV + 54 kWh ESS	2024	Dr. Allison
New Light Presbyterian Church	Columbia, SC	7.08 kW PV + 40.5 kWh ESS	2025	Joseph Kim
Spratt Street – City of Charlotte	Charlotte, NC	243.53 kW	2024	Heather Bolick

***Please note, the list of projects is the same for Structural Capacity and Wilde Engineering. Renu has partnered with these two firms for electrical and structural design on most of the 100+ solar and storage systems Renu has executed.**

5. Design and Installation Approach

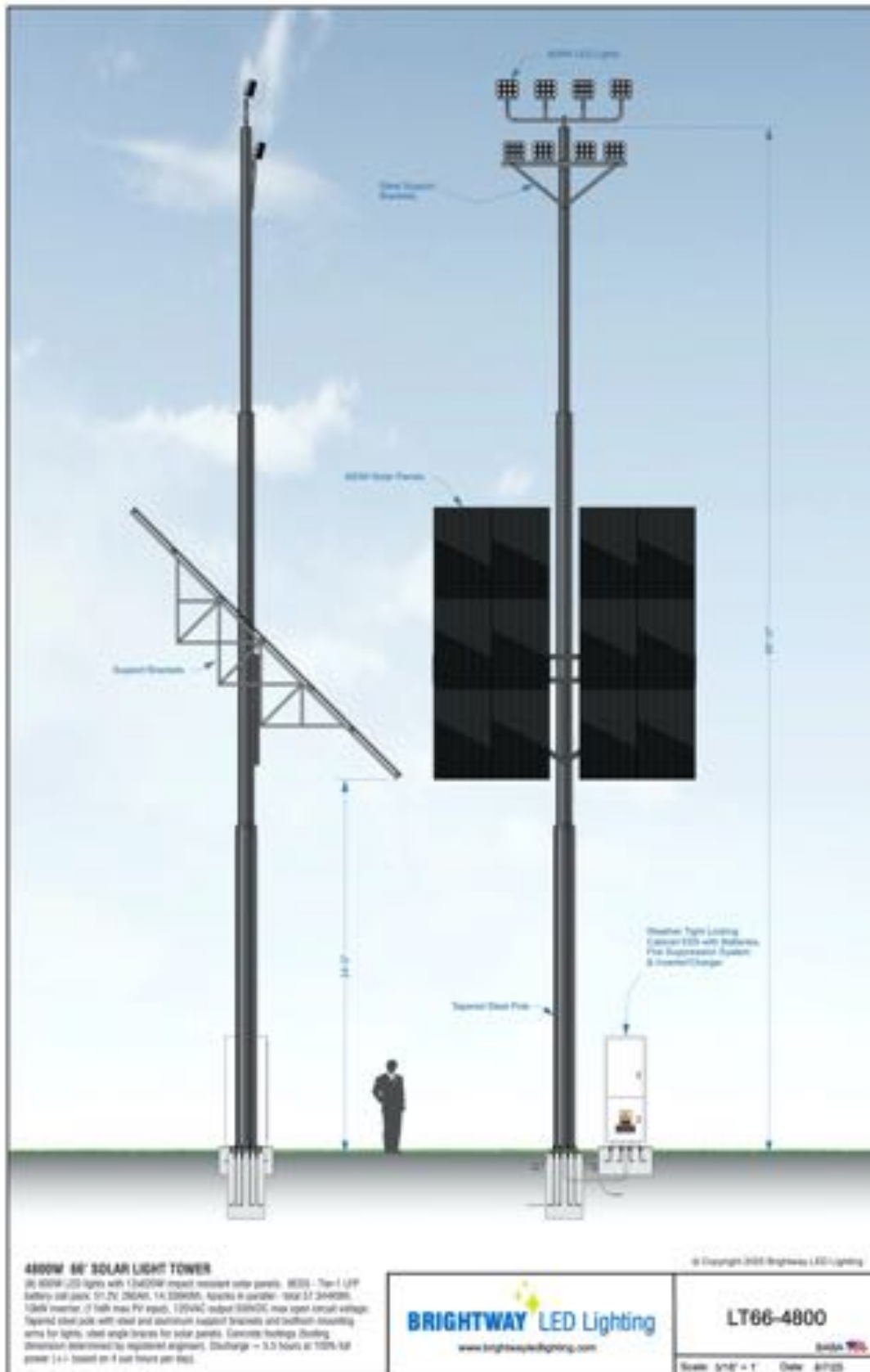
A. Solar LED Lighting Design

MATERIALS

- LT66-4800 (FIELD A) - (8) 600W LED lights with 12x620W impact resistant solar panels.
- BESS - Tier-1 LFP battery cell pack: 51.2V, 280AH, 14.336KWh, 4packs in parallel - total 57.344KWh.
- 10kW inverter, (11kW max PV input), 120VAC output 500VDC max open circuit voltage.
- Tapered steel pole with steel and aluminum support brackets and bullhorn mounting arms for lights, steel angle braces for solar panels.
- Concrete footings (footing dimension determined by registered engineer).
- Discharge = 5.5 hours at 100% full power (+/- based on 4 sun hours per day).

SCOPE OF WORK

- Dispose of old lights, cross arms and poles removed.
- Install (4) new LT664800C solar light towers.
- Auger Holes for new poles - 6in to 24in (price per foot).
- Install poured Concrete Base - 36 inch by 10ft deep.
- All permits, weather boxes, cord connectors, for new light poles mount new cross arms and connect to existing power on poles.



B. Concession Stand Solar and Backup Energy Storage System Design

MATERIALS

- 17 x Silfab SIL-580 XM+ photovoltaic modules.
- 9 x APSmart RSD-D-20 rapid shutdown devices **-or-** SolarEdge C651U optimizers.
- 1 x Sol-Ark 30K-3P-208V inverter **-or-** SolarEdge SE10KUS.
- 1 x Pytes HV48100 5.12 kWh battery storage system **-or-** future available BABA-compliant 208V ESS.
- IronRidge XR100 racking system.

SCOPE OF WORK

Engineering and Permitting

1. Provide structural engineering for PV system sealed by licensed NC structural engineer.
2. Provide electrical engineering for PV system sealed by licensed NC electrical engineer.
3. Provide permit plan-set for submission that meets all Utility and AHJ requirements.
4. Apply for and pay all applicable fees for AHJ to receive building and electrical permits.
5. Apply for and pay all applicable fees for Utility interconnection application process.
6. Provide complete racking plan and specifications from racking manufacturer.

Construction

7. Procurement and installation of flush-mounted racking; IronRidge XR100.
8. Procurement and installation of PV modules; Silfab SIL-580 XM+ (17).
9. Procurement and installation of commercial inverter; Sol-Ark 30 kW 208V **-or-** SolarEdge SE10KUS.
10. Procurement and installation of rapid-shutdown devices; APSmart RSD-D-20 (9) **-or-** SolarEdge C651U optimizers.
11. Procurement and installation of commercial battery; Pytes HV48100 5.12 kWh **-or-** future available BABA-compliant 208V ESS.
12. Procurement and installation of all BOS components per drawings.
13. Procurement and installation of AC Tie-in for system to existing switchgear.
14. Reconfiguration of circuits in main panel to create critical loads panel.
15. Procurement and installation of bonding and grounding as required by NEC.
16. Provide sanitary facility, dumpsters, garbage removal, and additional cleanup.
17. Provide safety plans, lift plans and all safety documentation.

Commissioning

18. Coordination and attendance with AHJ and Utility for meetings and inspections.
19. Commissioning of PV system and Owner field training.
20. Project Closeout and demobilization.



General Design Intent and Notes

Renu understands that this project is funded by the Energy Efficiency and Conservation Block Grant (EECBG). As such, this project will be subject to all terms, conditions, restrictions, and requirements set forth in the subgrant documentation including Davis Bacon Wages, Build America Buy American Requirements, and 2 CFR 200.323 Procurement of recovered materials.

Renu will select project materials in order to maintain compliance with BABA. During the design process, Renu will confirm material manufacturer's BABA compliance and provide written

manufacturer documentation to the Town of Davidson. In order to comply with BABA, Renu may change material specifications listed above.

Currently, Renu has BABA Compliance letters for SolarEdge Inverters, SolarEdge Optimizers, and Silfab modules. Renu is not currently aware of a 208V ESS that is BABA-compliant. Renu will work with the Town of Davidson to understand NC DEQ requirements regarding commercially available solar materials and assist in submitting documentation for a waiver as required for materials that are not commercially available. Renu will simultaneously explore the market for viable BABA-compliant materials and use those if available.

During construction, Renu will provide wage reporting for Renu and all project subcontractors as required for Davis Bacon prevailing wage compliance. Renu will assist the Town of Davidson in documenting project compliance for grant reporting requirements.

General Project Approach

Renu has the following approach to all projects we construct:

- **ZERO Accidents, ZERO Injuries and ZERO Near-Misses**; the safety of the general public and Renu crews is the highest priority on any project Renu undertakes;
- Meet and exceed project specifications defined in RFQ document;
- Adhere to Owner timeline for construction - substantial completion with enough time to complete final reporting before December 31, 2026;
- Maintain Project Budget - \$400,000;
- Minimize disruption to facilities during on-site construction – allow regularly scheduled baseball events to continue;
- Maintain Roof Warranties (if warranty exists on Concession Stand roof);
- Meet Owner's goals stated in this RFP and enumerated during project preconstruction.

Tentative Project Schedule

Q1 2026 – Preconstruction

Personnel Required: Director of Design, Senior Director of Operations, Commercial Project Manager, Senior Consultant

- *Notice to Proceed – January 2026*
- *Site Survey – January 2026*
- *Construction Documents Finalized – February 2026*
- *Permitting – February 2026*
- *Interconnection – March 2026*

Q2 2026 – Construction

Personnel Required: Senior Director of Operations, Rooftop Foreman, Rooftop Crew, Electrical Foreman, Electrical Crew

- *Rooftop Construction – April – May 2026*
- *Electrical Construction – April – May 2026*
- *Baseball Field Lighting – April – May 2026*

Q2 – Q3 2026 – Project Closeout

Personnel Required: Senior Director of Operations, Commercial Project Manager, Senior Consultant

- *AHJ Inspections – June 2026*
- *Utility Inspections – June 2026*
- *Commissioning – July 2026*
- *Project Close-Out – July 2026*

6. Estimated Cost Breakdown

COST BREAKDOWN	
Modules	\$ 5,346.00
Inverters, RSD, ESS	\$ 17,971.11
Racking	\$ 2,320.41
Site Work	\$ 937.50
Balance of Systems	\$ 5,939.21
Rooftop Labor	\$ 6,750.00
Electrical Labor	\$ 12,718.75
Other Labor	\$ 825.00
Mobilization	\$ 4,043.75
Equipment	\$ 1,025.00
Design/Permitting	\$ 4,437.50
LED Lighting Materials	\$ 203,573.18
LED Engineering	\$ 3,600.00
LED Installation	\$ 127,780.14
TOTAL	\$ 395,267.55
Contingency	\$ 4,732.45
Sales Tax	\$ 14,447.26

7. Safety

As mentioned earlier in section #6, safety is the highest priority on any project Renu undertakes. Renu has a detailed company-wide safety manual that we will provide to the Town. In addition, Renu puts together a Site-Specific Safety Plan (SSSP) for each project that addresses job-specific hazards, and processes and procedures to eliminate or mitigate risk. Renu will put together a SSSP in the preconstruction process for this project and provide it in our Submittal Package for the Town's review and approval.

All construction activities conducted on-site for both Array and Electrical scopes of work, will be directly supervised by an individual with OSHA 30 safety certification.

Daily safety meetings will be held each morning before construction activities begin on-site.

Here are Renu’s OSHA Reporting Indicators for the past 3 years. Renu would be happy to provide the full OSHA 300 and 300A logs if desired.

Year	Hours worked	Incidents	Recordable Incident Rate	DART	DART Rate
2024	199,094	4	4.02	42*	42.2*
2023	221,358	0	0	0	0
2022	111,467	4	7.18	4	7.18

*All days transferred are from a single incident. An employee strained their back while lifting materials in parking lot of office. This injury did not require an emergency room visit, surgery, or any physical therapy. It did require several weeks of job transfer to less strenuous activities, thus the significant DART and DART Rate.

8. Proposed MWBE Participation

Renu prioritizes soliciting MWBE participation on all projects Renu undertakes. Renu has a longstanding relationship with a MBE Structural Engineer, Structural Capacity PC. Renu will partner with this Minority-Owned Business Entity for all structural evaluations required for this project. This will include documenting existing concession stand structural details and completing structural calculations to provide sealed structural evaluation for the structure’s capacity to support additional loading from PV system. After the project is installed, Renu will work with Structural Capacity to provide sealed post-install structural letter for project documentation and permit purposes.

9. Lawsuits

Renu does not have any pending or settled lawsuits or professional liability claims during the past ten 10 years in the commercial division.

10. Additional Information

Here are Renu’s General Contractor, Electrical, PV Installation Professional, and PV Technical Sales licenses.

Expiration Date

2025

License No.

76615

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Renu Energy Solutions, LLC

Charlotte, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

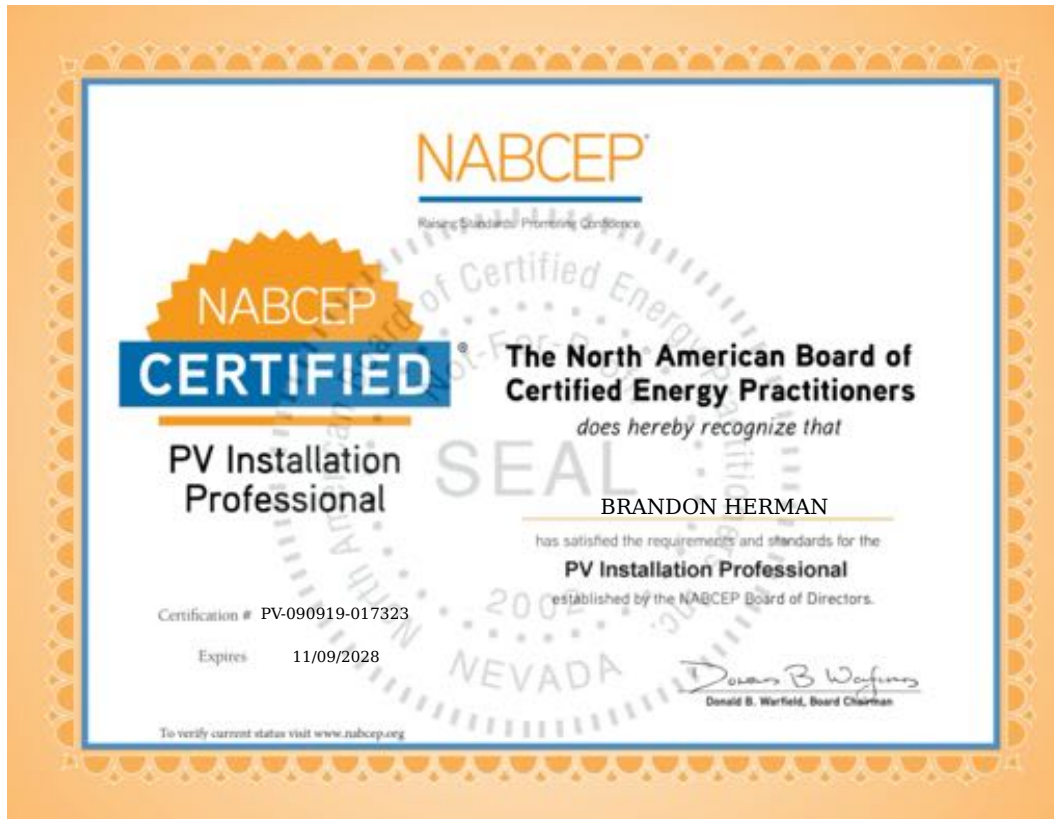
This certificate may not be altered.



[Signature]
Chairman

[Signature]
Secretary-Treasurer

LICENSE NUMBER	STATE OF NORTH CAROLINA	EXPIRATION DATE
U.34519	BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS	02/07/2026
THIS IS TO CERTIFY THAT:		
ReNu Energy Solutions LLC		
Michael Alan Westhafer II, Gregory Evan Robinson		
<i>is duly registered and entitled to practice Electrical Contracting in the</i> Unlimited Classification License Limitation: Any project regardless of value		
Witness our hands and seal of the Board <i>[Signature]</i> Chairman <i>[Signature]</i> Secretary-Treasurer		
ReNu Energy Solutions LLC 801 Pressley Road, Suite 100 Charlotte, NC 28217		



Conclusion

Renu has enjoyed partnering with the Town of Davidson on the current solar project at the Town Hall. We appreciate the opportunity to provide another solar proposal in response to this RFQ.

Renu has the necessary skills and experience to successfully execute this proposed design-build project for solar LED lighting and solar + storage at McEver Baseball Fields.

Renu is excited about these proposed PV systems, and Renu would be honored to partner with the Town of Davidson on this project.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read "Matt Culley".

Matthew Culley

Senior Consultant, Renu Energy Solutions LLC

**TOWN OF DAVIDSON
NORTH CAROLINA

REQUEST FORM
FOR
DESIGN-BUILD SERVICES**

Date: 11/10/2025

Team Name: Renu Energy Solutions

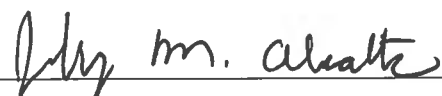
Address: 801 Pressley Road #100

Charlotte NC 28217

Contact Person: Matthew Culley

Phone #: (704) 999-4469

Email address: mculley@renuenergy.solutions.com

Authorized Signee: 

Print Name: Jeffrey M. Aliotti

Print Title: VP Commercial

REFERENCES

Respondent must supply three (3) references for clients for whom similar work was performed.

Reference Team Name: City of Charlotte

Contact: Heather Bolick
Phone#: (704) 301-2690

Nature of work performed:

Renu has completed over 1.5 MW of solar projects for the City of Charlotte, including CMPD South, CMPD Westover, CMPD Steele Creek, CMPD Freedom, CMPD N Graham (1419), CFD Logistics, CMPD Independence, CFD Fire Station 43, and CDOT (Northpointe).

Renu completed an Energy Storage System project for the City at CMPD Central.

Reference Team Name: Forsyth County

Contact: Minor Barnette
Phone#: (336) 703-2441

Nature of work performed:

Renu completed a 92 kW PV System for Forsyth County at the Tanglewood Park Maintenance Facility. This facility is located at 655 River Birch Circle in Clemmons, North Carolina. Minor was the County's Project Manager and will be able to speak to the project experience with Renu.

Reference Team Name: City of Winston-Salem

Contact: Lindsey Smith
Phone#: (336) 727-8269

Nature of work performed:

Renu completed a 70 kW ballasted PV System for City of Winston-Salem at the Bryce A Stuart Municipal Building in 2023. This facility is located at 100 E First Street in downtown Winston-Salem. This project was particularly challenging as it involved removing loose river stone ballast from a 5 story roof, and shutting down a city street to use a crane to lift material 70 feet up to the rooftop.

Town of Davidson
CONTRACT
STANDARD FORM – DESIGN BUILD SERVICES

This Contract for Services (this “Contract”) is entered into this 9th day of December, 2025 (“Effective Date”) by and between the **Town of Davidson**, a municipal corporation of the State of North Carolina, (the “Town”) and **Renu Energy Solutions, LLC** (the “Design-Builder”), located at 801 Pressley Road #100, Charlotte, NC 28217.

Background.

The Town was awarded a grant for a rooftop solar and backup energy storage system at the Town’s Fire Station 2. A copy of the grant, GRANT AGREEMENT NO. 100972-000 Energy Efficiency and Conservation Block Grant (EECBG) – CW61768” is attached hereto and incorporated herein by reference as **Exhibit 1** (the “Grant”). Design-Builder submitted a response to the Town’s “Request for Qualifications Fire Station 2 Rooftop Solar and Battery Project”, a copy of which is attached hereto and incorporated herein by reference as **Exhibit 2** (the “RFQ Response”). The Town has selected Design-Builder as the Design-Builder and accordingly the parties enter into this agreement.

Agreement.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Design-Builder - The Design-Builder agrees to design, permit, interconnect, construct, commission, and maintain a rooftop solar and backup energy storage system at Fire Station 2 as more particularly described in the RFQ Response and in accordance with this Contract (the “Services”). The Services shall be provided in accordance with all applicable laws and regulations and shall also be provided consistent with and in strict compliance with all requirements of the Grant.

The Town and Design-Builder recognize that time is of the essence to this Contract and that the Town will suffer financial loss if the work is not completed within the times specified herein. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Town and Design-Builder agree that as liquidated damages for delay (but not as penalty) the Design-Builder shall pay to the Town for each day in excess of the term allowed for completion of the Work, the sum of \$1000 per day as liquidated damages.

The term of this Contract shall be from the Effective Date – **12/31/2026**.

This Contract does not grant the Design-Builder the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Design-Builder (or not at all) at the discretion of the Town.

The Design-Builder shall begin the Services immediately upon issuance of a written notice to proceed. The Design-Builder agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Design-Builder represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws,

statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

Additional Insurance. In addition to the insurance required pursuant to Section 9 of the Standard Terms and Conditions for All Contracts, the Design-Builder certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to Town and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by Town.

2. **Obligations of the Town.** The Town hereby agrees to pay to the Design-Builder for the faithful performance of this Contract as follows ("Contract Price"):

(i) Design-Builder's Fee	\$	<u>140,664.45</u>
(ii) Total Not to Exceed	\$	<u>144,142.00</u>

3. **The Town's Project Coordinator.** **Kayla Kovach** is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Design-Builder's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. **Primary Client Contact for the Design-Builder.** **Jeff Aliotta** is designated as the Primary Contact for the Design-Builder. The Primary Contact is fully authorized to act on behalf of the Design-Builder in connection with this Contract.
5. **Terms and Methods of Payment.** The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Finance Director with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Director. The Design-Builder to submit invoices on the following schedule: **monthly**.
6. **Standard Terms and Conditions:** The Design-Builder agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.
7. **Grant-Required Additional Terms and Conditions:** The Design-Builder agrees to comply with all Grant terms as set forth in **Exhibit 1** attached hereto and incorporated herein by reference. The Design-Builder further agrees to comply with the Additional Terms and Conditions attached hereto and incorporated herein by reference as **Attachment B**.
8. **Counterpart Execution.** This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Design-Builder have executed this Contract on the day and year first written above.

Renu Energy Solutions, LLC

Design-Builder Name

Signature of Authorized Representative

Date

the Design-Builder's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Davidson

Signature of Authorized Representative

Date

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

Finance Director

Approved as to Form

Town Attorney

Attachment A

Standard Terms and Conditions

1. **Contract Documents.** The Design-Builder's execution of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for qualifications), and (iv) any other terms and conditions of a written agreement signed by the Design-Builder and the Town that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Design-Builder and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Design-Builder's quotation, acknowledgment, invoice, or in any other communication from the Design-Builder to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Compliance with All Laws; Use of Federal Funds.** The Design-Builder warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of the Design-Builder to proceed may be terminated immediately by written notice if the Town determines that the Design-Builder, its agent or another representative, has violated any provision of law. Without limiting the foregoing, If the source of funds for this Contract is federal funds, then the Design-Builder agrees to comply with the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
3. **Nondiscrimination.** During the performance of the Contract, the Design-Builder shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
4. **Conflict of Interest.** The Design-Builder represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Design-Builder shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
5. **Gratuities to the Town.** The right of the Design-Builder to proceed may be terminated by written notice if the Town determines that the Design-Builder, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
6. **No Kickbacks to the Design-Builder.** The Design-Builder shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Design-Builder has grounds to believe that a violation of this clause may have occurred, the Design-Builder shall promptly report to the Town in writing the possible violation.
7. **E-Verification.** The Design-Builder shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
8. **Indemnification/Hold Harmless.** The Design-Builder shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Design-Builder's failure to comply with any applicable law, code, ordinance, regulation, or industry standard, or (b) arising as a result of negligence and/or intentional acts by the Design-Builder, its employees, agents, subcontractors and/or lower-tier subcontractors. In the event the Design-Builder, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Design-Builder agrees that it will hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
9. **Insurance.** Unless such insurance requirements are waived or modified by the Town, the Design-Builder certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Design-Builder shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Design-Builder shall maintain commercial general liability insurance that shall protect the Design-Builder from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Design-Builder, the Design-Builder shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Design-Builder shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Design-Builder to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Design-Builder or the insuring company. Failure to furnish

insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

10. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) days' notice in writing from the Town to the Design-Builder. If the Contract is terminated by the Town in accordance with this paragraph, the Design-Builder will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
11. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Design-Builder. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Design-Builder shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
12. Contract Funding. It is understood and agreed between the Design-Builder and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Design-Builder receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Design-Builder for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
13. Improper Payments. The Design-Builder shall assume all risks attendant to any improper expenditure of funds under the Contract. The Design-Builder shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Design-Builder shall make such refunds within 30 days after the Town notifies the Design-Builder in writing that a payment has been determined to be improper.
14. Contract Transfer. The Design-Builder shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
15. Contract Personnel. The Design-Builder agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
16. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Design-Builder.
17. Relationship of Parties. The Design-Builder is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Design-Builder. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Design-Builder and the Town. Employees of the Design-Builder shall remain subject to the exclusive control and supervision of the Design-Builder, which is solely responsible for their compensation.
18. Advertisement. The Contract will not be used in connection with any advertising by the Design-Builder without prior written approval by the Town.
19. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Design-Builder for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Design-Builder specifically waives any claim for interest.
20. Background Checks. At the request of the Town's Project Coordinator, the Design-Builder (if an individual) or any individual employees of the Design-Builder shall submit to the Town criminal background check and drug testing procedures.
21. Confidential Information. the Design-Builder shall safeguard and protect Sensitive and Confidential Information of the Town, including all information pertaining to program participants and attendees, in accordance with all applicable laws and regulations and consistent with information security best practices. "Sensitive and Confidential Information" means any of the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under in the State Personnel Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "card holder data" under the Payment Card Industry Data Security Standard (PCI-DSS) and the Payment Application Data Security Standard (PA-DSS), and any information protected from disclosure under the North Carolina Public Records Act. If the Design-Builder becomes aware of a confirmed or suspected exposure of Sensitive and Confidential Information of the Town, then the Design-Builder shall notify the Town as promptly as possible.
22. Intellectual Property. The Design-Builder agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
23. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. No Third-Party Benefits. The Contract shall not be considered by the Design-Builder to create any benefits on behalf of any third party. The Design-Builder shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
25. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
26. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

27. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Design-Builder hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. The Design-Builder may not assign, pledge, or in any manner encumber the Design-Builder's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
28. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Design-Builder will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Design-Builder agrees to coordinate its Work with the work of any other separate contractors or with the work of Town's own forces to avoid delaying or interfering with their work. Design-Builder shall enforce good order and discipline among his employees and subcontractors on the Project. The Design-Builder further agrees to inform Town on a regular basis or at Town's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Design-Builder shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Design-Builder shall keep the Project reasonably free from waste materials or rubbish resulting from the Design-Builder's operations.
5. Additional Warranties. The Design-Builder warrants that the Design-Builder has visited the location of the Project and is familiar with all field conditions bearing upon the Design-Builder's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Design-Builder further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date Town accepts the Work or such date as the Design-Builder actually completes all the Work (the "Date of Completion"). During such period, the Design-Builder will remedy at Design-Builder's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from Town.
6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Design-Builder further agrees to defend and indemnify Town from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Design-Builder's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Design-Builder agrees that Town may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by Town Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Design-Builder's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Design-Builder agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to Town.
9. Payments Withheld. The Town may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Design-Builder; (3) failure of the Design-Builder to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Design-Builder to submit the required information on minority business enterprises; and (8) failure of the Design-Builder to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 et seq.), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the Town will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the Town may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The Town specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Design-Builder may pay each subcontractor no later than seven days after receipt of payment from the Town and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the subcontractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.
11. The Design-Builder shall use and submit applications for payment using a form reasonably satisfactory to Town ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to Town.

ATTACHMENT B

Additional Terms And Conditions

All contracts related to this Project must include the following clauses required by the NC Department of Environmental Quality, and the US Department of Energy:

I. Interest of Members, Officers, or Employees of the Local Governing Body, or other Public Officials. No member, officer, or employee of the Town, or its agents, and no other public official of the Town who exercises any functions or responsibilities with respect to the program, during his tenure, or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Design-Builder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to this section, and shall take appropriate steps to assure compliance.

II. Interest of Design-Builder and Employees. The Design-Builder covenants that neither it nor its employees, owners, principals, or agents presently has any interest and shall not acquire interest, direct or indirect, in the Project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Design-Builder further covenants no person having any such interests shall be employed that in the performance of this Contract.

III. Legal Remedies/Termination of Contract. If, through any cause, the Design-Builder shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Design-Builder shall violate any of the covenants, agreements or stipulations of this Contract, the Town shall thereupon have the right to terminate this contract by giving written notice to the Design-Builder of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Design-Builder shall be entitled to receive just and equitable compensation for all satisfactorily completed work. Notwithstanding the above, the Design-Builder shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Contract by the Design-Builder, and the Town may withhold any payments to the Design-Builder for the purpose of set-off until such time as the amount of damages due the Town from the Design-Builder is determined.

IV. During the performance of this Contract, the Design-Builder agrees:

- a. The Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or nation origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship: The Design-Builder agrees to post in conspicuous places; available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Design-Builder will, in all solicitation, or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Design-Builder will comply with all provisions and rules, regulations and relevant orders of the Secretary of Labor.
- d. The Design-Builder will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- e. In the event of the Design-Builder's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further government contracts and such other sanctions may be imposed and remedies involved as provided in by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- f. The Design-Builder will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to will be binding upon each subcontractor or vendor. The Design-Builder will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the Design-Builder becomes involved in, or threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

V. Copeland “Anti-Kickback” Act Provision. The Design-Builder shall comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor requirements (29 CFR, Part 3). This Act provides that each Design-Builder and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Town will report all suspected or reported violation to the North Carolina Department of Commerce.

VI. Labor Standards. The Design-Builder shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity programs, including but not limited to the rules set forth in 4 NCAC 19L.1006, 24 CFR 570.603 and the following (as may be applicable to DEQ projects):

- a. Davis-Bacon Act (40 USCA 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds (Construction, demolition over \$2,000, and rehabilitation on 8 or more units with common owner).
- b. Contract Work Hours and Safety Standards Act (40 USCA 327 through 333). Under this Act, among other provisions, laborers and mechanics employed by Design-Builders and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the Act funds (Construction, demolition over \$2,000, and rehabilitation on 8 or more units with common owner).
- c. Fair Labor Standards Act (29 USC 201 et seq.). requiring among other things that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work week.
- d. Copeland Act - Federal anti-kickback laws (18 USC 874 and 40 USC 276). which, among other things, outlaws and prescribes criminal penalties for “kickbacks” of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

The Design-Builder agrees to maintain records regarding compliance with the laws and regulations cited in 4 NCAC 19L. 1006 (including the citations listed above) in accordance with 4 NCAC 19L.0911.

All contracts between the Design-Builder and subcontractors shall contain labor standards provisions as required in 4 NCAC 19L.1006.

A Poster is required to be posted on all contracts to which the Act applies. The notice to be posted depends on the type of federal procurement contract involved – either for Davis-Bacon contracts or, for contracts to which the Service Contract Act (SCA) applies, the [“Employee Rights on Government Contracts”](#) must be posted. The appropriate poster(s) must be posted at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no size requirement for these posters but they must be easily readable.

VII. Access to Records and Record Retainage. All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all Project funds, both federal and non-federal shares. These records shall be retained for five years after Project close-out unless permission to destroy them is granted by the funding agency.

IX. Clean Water, Clear Air, EO 11738, EPA Regulations. The Design-Builder shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000)

X. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

XI. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Handicap. No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

XII. Anti-Lobbying Clauses: Required by Section 1352, title 31, U.S. Code

- a. 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 a Member 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.
- b. If any funds other than federal appropriated funds have been paid or will be paid 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 an submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This 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 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 and not more than \$100.00 for each such failure.

XIII. Certification of Eligibility. By entering into this contract, the Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design-Builder's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

XIV. Key Personnel. The Design-Builder shall not substitute key personnel assigned to the performance of this contract without prior approval by the Town and the grantor agency, the North Carolina Department of Environmental Quality. Individuals designated as key personnel for purposes of this contract are those specified in the Statement of Qualifications submitted by the Design-Builder

XV. Subcontracting. Work proposed to be performed under this contract by the Design-Builder or its employees shall not be subcontracted without prior written approval by the Town and the grantor agency, the North Carolina Department of Commerce, Rural Economic Development Division. Acceptance of an offeror's Statement of Qualifications shall include any subcontractor(s) specified therein.

XVI. Debarment, Suspension and other Responsibility Matters

- a. The Design-Builder certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal department or agency;
 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Design-Builder is unable to certify to any of the state in this certification, such prospective participant shall attach an explanation to this contract.

XVII. The Design-Builder will comply with all requirements of North Carolina General Statute Chapter 143C, Article 6A, titled "The Iran Divestment Act."

XVIII. The Design-Builder shall comply with Build America Buy American requirements.

GRANT AGREEMENT NO. 100972-000
Energy Efficiency and Conservation Block Grant (EECBG) – CW61768

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."

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Energy Efficiency and Conservation Block Grant (EECBG) – CW61768

	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

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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.

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Energy Efficiency and Conservation Block Grant (EECBG) – CW61768

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:	\$

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☐ 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.

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- 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

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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

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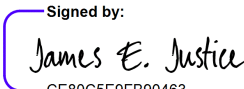
employees from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement. The Department shall not provide such indemnification to Subrecipient.

- 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.

GRANT AGREEMENT NO. 100972-000
Energy Efficiency and Conservation Block Grant (EECBG) – CW61768

TOWN OF DAVIDSON

Signed by:


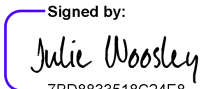
CE90G6E9FB90463...
Subrecipient's Signature
James E. Justice

Davidson Town Manager
Printed Name and Title

Town of Davidson
Organization

9/24/2025
Date

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Signed by:


7BD8833518C24E8...
Department Signature or Authorized Assignee
Julie Woosley

Director
Printed Name and Title

NCSEO, Dept of Env. Quality
Department

9/25/2025
Date

Attachment A

ASSISTANCE AGREEMENT				
1. Award No. DE-SE0000510		2. Modification No.	3. Effective Date 01/01/2024	4. CFDA No. 81.128
5. Awarded To North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585		7. Period of Performance 01/01/2024 through 12/31/2026
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other	9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007		10. Purchase Request or Funding Document No. 24SE000200	
11. Remittance Address North Carolina Department Of Environmental Q Attn: Shirley Trollinger 1606 MAIL SERVICE CENTER RALEIGH NC 27699		12. Total Amount Govt. Share: \$2,999,170.00 Cost Share : \$0.00 Total : \$2,999,170.00		13. Funds Obligated This action: \$2,999,170.00 Total : \$2,999,170.00
14. Principal Investigator	15. Program Manager Myles L. Rogers Phone: 240-597-6348		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401	
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To 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 David R. Welsh		27. Date Signed 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).

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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 - IJIA) 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 contractors 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 (FAPIS)) 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/departments-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 waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's 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 Guide² 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.

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/rte.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 Debts¹

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

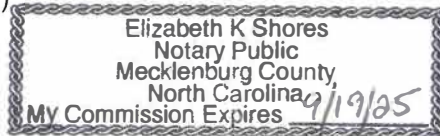
Austin Nantz, Assistant Town Manager
Name and Title

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



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 CO₂ 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



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,

A handwritten signature in blue ink, which appears to read 'Julie Woosley', is positioned above the printed name and title.

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 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		13. Type of Payment: (Check all that apply) ☐ retainer ☐ one-time fee ☐ commission ☐ contingent fee ☐ deferred ☐ other; specify: _____
12. Form of Payment: (Check all that apply) ☐ a. cash ☐ b. in-kind; specify: Nature _____ Value _____		
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

Cover Letter

Monday November 10th, 2025
Town of Davidson
Request for Qualifications
Fire Station 2 Rooftop Solar and Battery Project

Town of Davidson Team,

Renu Energy Solutions LLC is pleased to provide this proposal outlining Renu's qualifications to design, permit, interconnect, construct, commission, and maintain a rooftop solar and backup energy storage system at Fire Station 2.

Renu is a turnkey solar company based at 801 Pressley Road #100, Charlotte NC 28217. Renu's office telephone number is (704) 525-6767. All questions and RFIs for this proposal should be directed to Matthew Culley, Senior Consultant, who can be reached by mail at the address listed above. Matthew can also be reached at mculley@renuenergysolutions.com and (704) 999-4469.

Renu has been in business since 2010 and has executed over a hundred commercial solar and storage projects in the Carolinas.

This proposal includes Renu's qualifications so the Town can confirm our candidacy for the proposed work. Renu possesses an unlimited NC GC License, an unlimited NC Electrical License, a NABCEP PV Installation Professional certification, and a NABCEP PV Technical Sales certification.

Renu's turnkey solar projects have included the key elements requested in this RFQ; namely design, construction, and operation of solar PV systems. In the 15 years of Renu's operation, Renu has been fortunate to work with a variety of Owners, from Fortune 1000 companies to local small businesses. Relevant to this RFQ, Renu has executed solar projects for Durham County, Buncombe County, City of Charlotte, City of Winston-Salem, Forsyth County, and other municipalities and government agencies. Renu is currently in the late stages of constructing a 133.4 kW rooftop PV project for the Town of Davidson on Town Hall.

Renu is well-qualified to professionally execute solar projects. Thank you for the opportunity to provide a bid for this project. Renu is excited at the prospect of partnering with the Town of Davidson.

Thank you for your time and consideration,



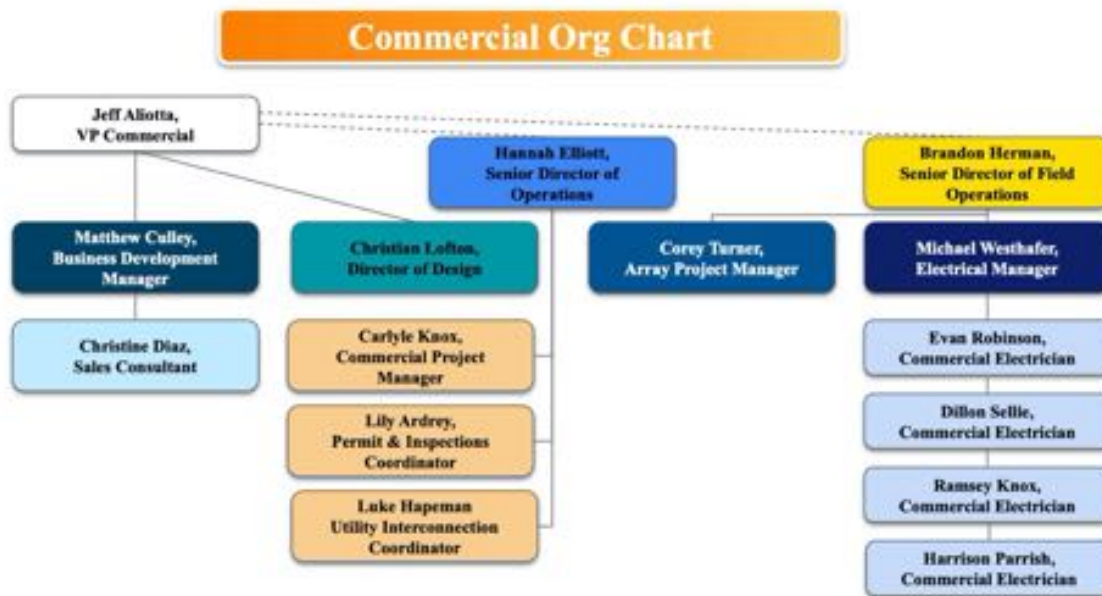
Matthew Culley
Senior Consultant, Renu Energy Solutions LLC

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1. Renu Team Profile

	
Name	Renu Energy Solutions LLC
Address	801 Pressley Road #100, Charlotte NC 28217
Year Established	2010
Type of Ownership	LLC Partnership
Size of Team	88 Employees
NC GC License	#76615 (unlimited)
NC EL License	#34519 (unlimited)
NABCEP PVIP	PV-090919-017323
NABCEP PVTs	TS-020521-33739
Office Location	Charlotte, North Carolina



2. Renu Team Details

Several internal resources from Renu will be used in the execution of this project. Matthew Culley, Senior Consultant, will be responsible for coordinating the initial project modeling and design. Christian Lofton, Director of Design, will be responsible for coordinating with the Structural and Electrical Engineers on the sealed planset, and facilitating permit review with the AHJ and interconnection with the utility. Carlyle Knox, Project Manager, will be responsible for coordinating the preconstruction process and communicating project progress with the Town of Davidson. Hannah Elliott, Senior Director of Operations, will be responsible for overseeing procurement, permitting, and interconnection. Brandon Herman, Senior Director of Construction, will be responsible for managing internal and external labor resources for executing rooftop and electrical installation. Michael Westhafer, Electrical Manager, will oversee electrical labor during construction. Corey Turner, Array Project Manager, will be responsible for overseeing Renu's array construction mobilization, labor, and material logistics with internal and external parties. Please see below for brief resumes and experience for each team member:

Matthew Culley

Matthew Culley came to Renu in 2017 after graduating from the University of North Carolina at Chapel Hill with a Bachelor of Science in Environmental Science. Matthew's responsibilities at Renu include project development, financial modeling, solar production modeling, project estimating, project planning and management. Matthew holds a **NABCEP PV Technical Sales Certification (TS-020521-33739)**.

Christian Lofton

Christian joined Renu in the summer of 2023. Christian has over a decade of solar experience, including spending the previous 10 years at RED Group as the Design and Installation Director.

Christian has an *NC Electrical License (#30408) as well as a NABCEP PV Certification (#091110-71)*.

Hannah Elliott

Hannah Elliott has been with Renu since November of 2016. Hannah oversees the Operations team as they move projects through the design, permitting, and utility interconnection process prior to installation. Over the past 9 years, Hannah has built out the Operations department from 2 employees to a team of 20+ that efficiently design, permit and construct Renu's projects.

Brandon Herman

Brandon joined the Renu team in 2015 and has overseen construction of hundreds of projects in his 10 years with the company. In his current role, Brandon oversees all field operations and directs rooftop and electrical crews performing jobs across North Carolina and South Carolina. Brandon has his *NABCEP PV Installation Professional Certification (#PV-090919-017323)*.

Corey Turner

Corey Turner joined Renu full-time in November 2022 after working two summers as a field intern while completing his degree in Sustainable Technology at Appalachian State. Corey has been a part of numerous commercial projects in his time at the company, including Renu's largest rooftop system to date at Second Harvest Food Bank (1 MWdc). Corey holds an *OSHA 30 Certification*.

Michael Westhafer

Michael worked with Renu as an electrician for 4 years from September 2018 to August 2022. Michael then focused on his own electrical firm for a brief period before returning to Renu full-time in the summer of 2023. Michael has an *unlimited Electrical License in NC (#34519U)*.

Carlyle Knox

Carlyle joined the Renu team in 2023 as a Commercial Project Manager. In his first two years at Renu, Carlyle has managed over 50 different rooftop and canopy projects, including the largest rooftop project Renu has ever constructed. Carlyle holds an *OSHA 30 Certification*.

3. Consultants and Subcontractors

Renu will be using two trusted partners for the electrical and structural design of the PV system. Wilde Engineering, PLLC will provide the electrical engineering. Structural Capacity, PC will provide the structural engineering. Renu Energy Solutions drafts all permit plansets and documentation in house, and then works with these two firms to get electrical and structural plans stamped for an AHJ's permitting process. Renu has worked with these two firms and individuals for several years across 50+ solar projects. These two engineering partners provided sealed engineering on most of the reference projects included in this response.

 Wilde engineering MECHANICAL, ELECTRICAL & PLUMBING	
Name	Wilde Engineering PLLC
Address	Huntersville, North Carolina
Year Established	2020
Phone	704-439-7038
Website	https://www.wildeengineering.com/
Primary Contact	Matt Lewis, PE
Email	mlewis@wildeengineering.com
License	<i>NC PE License #049228</i>

 Structural Capacity, PC STRUCTURAL CONSULTING GROUP	
Name	Structural Capacity, PC
Address	Charlotte, North Carolina
Year Established	2009
Phone	704-560-8324
Website	https://www.structuralcapacity.com/
Primary Contact	Adrian Lewis, PE
Email	adrian.durham@structuralcapacity.com
License	<i>NC PE License #033700</i>

4. Team Experience

Reference Project #1 – Takeuchi

1. Takeuchi MFG LLC
2. 519 Bonnie Valentine Way, Pendergrass, GA 30567
3. 4/27/2023 – 8/7/2024
4. 1.834 MWdc Rooftop PV systems across 6 buildings.
5. Original Project Budget - \$3,316,631; Final Project Cost - \$3,316,631; \$0 Delta
6. Angy Lamb, Manager of Operational Services, 519 Bonnie Valentine Way, Pendergrass GA 30567, Office: (706) 693-3640, Mobile: (770) 597-4991, alamb@takeuchi-us.com



Pictured: Takeuchi Headquarters in Pendergrass, Georgia; 810 kWdc

Reference Project #2 – City of Charlotte

1. City of Charlotte PV Systems
2. Multiple Locations (21+) including Police Headquarters, Fire Stations, Police Stations, and Maintenance Facilities.
3. 2018 – Present
4. 1.5 MW+ PV Systems.
5. Renu can provide individual project budget and actuals upon request.
6. Ahmad Sabha, Project Manager, 600 E. Fourth Street, 12th Floor, Charlotte, North Carolina 28202, (704) 620-7848, Ahmad.Sabha@charlottenc.gov



Pictured: City of Charlotte Spratt Street Facility, Charlotte, North Carolina; 243 kWdc

Reference Project #3 – Truliant Federal Credit Union Operations Center

1. Truliant Federal Credit Union
2. 3320 Silas Creek Parkway, Winston-Salem NC 27103
3. 3/16/2022 – 5/24/2023
4. 352 kWdc Rooftop PV System.
5. Original Project Budget - \$588,931; Final Project Cost - \$588,931; \$0 Delta
6. Joe Kloeker, Director of Facilities, 3200 Truliant Way, Winston Salem, NC 27103, Office: 336-293-2527, Mobile: 743-213-6193, joe.kloeker@truliantfcu.org



Pictured: Truliant Operations Center in Winston-Salem, North Carolina; 352 kWdc

Reference Project #4 – New Belgium Brewing

1. New Belgium Brewing
2. 91 Craven Street, Asheville NC 28806
3. 9/7/2021 – 12/3/2022
4. 446 kWdc Rooftop PV System.
5. Original Project Budget - \$784,665; Final Project Cost - \$784,665; \$0 Delta



Pictured: New Belgium Brewing in Asheville, North Carolina; 446 kWdc

Reference Project #5 – American Tire Distributors

1. American Tire Distributors
2. 12200 Herbert Wayne Court, Huntersville NC 28078
3. 3/11/2022 – 12/1/2022
4. 230 kWdc Rooftop PV System.
5. Original Project Budget - \$412,500; Final Project Cost - \$412,500; \$0 Delta
6. Jimmy Ruggles, Maintenance Manager, 12200 Herbert Wayne Court, Suite 150 Huntersville, NC 28078, (704) 929-7000, jimmy.ruggles@cbre.com



Pictured: American Tire Distributors in Huntersville, NC; 230 kWdc

Reference Project #6 – Continental Tire Headquarters

1. Continental Tire of the Americas
2. 1794 MacMillan Park Drive, Fort Mill SC 29707
3. 2/4/2022 – 5/1/2023
4. 357 kWdc Rooftop and Ground Mount PV System
5. Original Project Budget - \$560,000; Final Project Cost - \$587,584; Delta \$27,584 – Additional cost due to new Duke Energy SDGI kit requirement and additional earth anchors needed for ground mount due to insufficient soil compaction from civil contractor.
6. Vince Babb, Project Manager, 4111 South Boulevard, Charlotte NC 28209, Office - (704) 332-0900, Cell – (704) 497-9316, vbabb@edificeinc.com



Pictured: Continental Tire Headquarters in Fort Mill, South Carolina; 357 kWdc

Wilde Engineering Similar Project Experience*

Project Name	Location	Description	Completion	Contact
Allison & Associates	Pinehurst, NC	20.94 kW PV + 54 kWh ESS	2024	Dr. Allison
New Light Presbyterian Church	Columbia, SC	7.08 kW PV + 40.5 kWh ESS	2025	Joseph Kim
Spratt Street – City of Charlotte	Charlotte, NC	243.53 kW	2024	Heather Bolick

Structural Capacity Similar Project Experience*

Project Name	Location	Description	Completion	Contact
Allison & Associates	Pinehurst, NC	20.94 kW PV + 54 kWh ESS	2024	Dr. Allison
New Light Presbyterian Church	Columbia, SC	7.08 kW PV + 40.5 kWh ESS	2025	Joseph Kim
Spratt Street – City of Charlotte	Charlotte, NC	243.53 kW	2024	Heather Bolick

***Please note, the list of projects is the same for Structural Capacity and Wilde Engineering. Renu has partnered with these two firms for electrical and structural design on most of the 100+ solar and storage systems Renu has executed.**

5. Design and Installation Approach

MATERIALS

- 54 x Silfab SIL-580 XM+ photovoltaic modules.
- 27 x APSmart RSD-D-20 rapid shutdown devices **-or-** SolarEdge C651U optimizers.
- 1 x Sol-Ark 30K-3P-208V inverter **-or-** SolarEdge SE17.3KUS.
- 1 x Sol-Ark L3 HVR-60KWH-30K battery storage system **-or-** future available BABA-compliant 208V ESS.
- IronRidge XR100 racking system.

SCOPE OF WORK

Engineering and Permitting

1. Provide structural engineering for PV system sealed by licensed NC structural engineer.
2. Provide electrical engineering for PV system sealed by licensed NC electrical engineer.
3. Provide permit plan-set for submission that meets all Utility and AHJ requirements.
4. Apply for and pay all applicable fees for AHJ to receive building and electrical permits.
5. Apply for and pay all applicable fees for Utility interconnection application process.
6. Provide complete racking plan and specifications from racking manufacturer.

Construction

7. Procurement and installation of flush-mounted racking; IronRidge XR100.

-
8. Procurement and installation of PV modules; Silfab SIL-580 XM+ (54).
 9. Procurement and installation of commercial inverter; Sol-Ark 30 kW 208V **-or-** SolarEdge SE17.3KUS.
 10. Procurement and installation of rapid-shutdown devices; APSmart RSD-D-20 (27) **-or-** SolarEdge C651U optimizers.
 11. Procurement and installation of commercial battery; Sol-Ark 60 kWh **-or-** future available BABA-compliant 208V ESS.
 12. Procurement and installation of all BOS components per drawings.
 13. Procurement and installation of AC Tie-in for system to existing switchgear.
 14. Reconfiguration of circuits in main panel to create critical loads panel.
 15. Procurement and installation of bonding and grounding as required by NEC.
 16. Provide sanitary facility, dumpsters, garbage removal, and additional cleanup.
 17. Provide safety plans, lift plans and all safety documentation.

Commissioning

18. Coordination and attendance with AHJ and Utility for meetings and inspections.
19. Commissioning of PV system and Owner field training.
20. Project Closeout and demobilization.



General Design Intent and Notes

Renu understands that this project is funded by the Energy Efficiency and Conservation Block Grant (EECBG). As such, this project will be subject to all terms, conditions, restrictions, and requirements set forth in the subgrant documentation including Davis Bacon Wages, Build America Buy American Requirements, and 2 CFR 200.323 Procurement of recovered materials.

Renu will select project materials in order to maintain compliance with BABA. During the design process, Renu will confirm material manufacturer's BABA compliance and provide written

manufacturer documentation to the Town of Davidson. In order to comply with BABA, Renu may change material specifications listed above.

Currently, Renu has BABA Compliance letters for SolarEdge Inverters, SolarEdge Optimizers, and Silfab modules. Renu is not currently aware of a 208V ESS that is BABA-compliant. Renu will work with the Town of Davidson to understand NC DEQ requirements regarding commercially available solar materials and assist in submitting documentation for a waiver as required for materials that are not commercially available. Renu will simultaneously explore the market for viable BABA-compliant materials and use those if available.

During construction, Renu will provide wage reporting for Renu and all project subcontractors as required for Davis Bacon prevailing wage compliance. Renu will assist the Town of Davidson in documenting project compliance for grant reporting requirements.

General Project Approach

Renu has the following approach to all projects we construct:

- **ZERO Accidents, ZERO Injuries and ZERO Near-Misses**; the safety of the general public and Renu crews is the highest priority on any project Renu undertakes;
- Meet and exceed project specifications defined in RFQ document;
- Adhere to Owner timeline for construction - substantial completion with enough time to complete final reporting before December 31, 2026;
- Maintain Project Budget - \$144,142;
- Minimize disruption to facility during on-site construction – emergency response and other critical functions of Fire Station facility;
- Maintain Roof Warranties (if warranty exists on Fire Station 2 roof);
- Meet Owner's goals stated in this RFP and enumerated during project preconstruction.

Tentative Project Schedule

Q1 2026 – Preconstruction

Personnel Required: Director of Design, Senior Director of Operations, Commercial Project Manager, Senior Consultant

- ***Notice to Proceed*** – January 2026
- ***Site Survey*** – January 2026
- ***Construction Documents Finalized*** – February 2026
- ***Permitting*** – February 2026
- ***Interconnection*** – March 2026

Q2 2026 – Construction

Personnel Required: Senior Director of Operations, Rooftop Foreman, Rooftop Crew, Electrical Foreman, Electrical Crew

- ***Rooftop Construction*** – April – May 2026
- ***Electrical Construction*** – April – May 2026

Q2 – Q3 2026 – Project Closeout

Personnel Required: Senior Director of Operations, Commercial Project Manager, Senior Consultant

- *AHJ Inspections – June 2026*
- *Utility Inspections – June 2026*
- *Commissioning – July 2026*
- *Project Close-Out – July 2026*

6. Estimated Cost Breakdown

COST BREAKDOWN	
Modules	\$ 15,503.40
Inverters, RSD, ESS	\$ 48,867.79
Racking	\$ 3,601.36
Site Work	\$ 937.50
Balance of Systems	\$ 18,271.16
Rooftop Labor	\$ 10,500.00
Electrical Labor	\$ 31,218.75
Other Labor	\$ 1,212.50
Mobilization	\$ 4,087.50
Equipment	\$ 3,027.00
Design/Permitting	\$ 3,437.50
Total	\$ 140,664.45
Contingency	\$ 3,477.55
Sales Tax	\$ 6,565.49

7. Safety

As mentioned earlier in section #5, safety is the highest priority on any project Renu undertakes. Renu has a detailed company-wide safety manual that we will provide to the Town. In addition, Renu puts together a Site-Specific Safety Plan (SSSP) for each project that addresses job-specific hazards, and processes and procedures to eliminate or mitigate risk. Renu will put together a SSSP in the preconstruction process for this project and provide it in our Submittal Package for the Town's review and approval.

All construction activities conducted on-site for both Array and Electrical scopes of work, will be directly supervised by an individual with OSHA 30 safety certification.

Daily safety meetings will be held each morning before construction activities begin on-site.

Here are Renu's OSHA Reporting Indicators for the past 3 years. Renu would be happy to provide the full OSHA 300 and 300A logs if desired.

Year	Hours worked	Incidents	Recordable Incident Rate	DART	DART Rate
2024	199,094	4	4.02	42*	42.2*
2023	221,358	0	0	0	0
2022	111,467	4	7.18	4	7.18

*All days transferred are from a single incident. An employee strained their back while lifting materials in parking lot of office. This injury did not require an emergency room visit, surgery, or any physical therapy. It did require several weeks of job transfer to less strenuous activities, thus the significant DART and DART Rate.

8. Proposed MWBE Participation

Renu prioritizes soliciting MWBE participation on all projects Renu undertakes. Renu has a longstanding relationship with a MBE Structural Engineer, Structural Capacity PC. Renu will partner with this Minority-Owned Business Entity for all structural evaluations required for this project. This will include documenting existing Fire Station 2 structural details and completing structural calculations to provide sealed structural evaluation for the structure's capacity to support additional loading from PV system. After the project is installed, Renu will work with Structural Capacity to provide sealed post-install structural letter for project documentation and permit purposes.

9. Lawsuits

Renu does not have any pending or settled lawsuits or professional liability claims during the past ten 10 years in the commercial division.

10. Additional Information

Here are Renu's General Contractor, Electrical, PV Installation Professional, and PV Technical Sales licenses.

Expiration Date

2025

License No.

76615

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Renu Energy Solutions, LLC

Charlotte, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



[Signature]
Chairman

[Signature]
Secretary-Treasurer

LICENSE NUMBER	STATE OF NORTH CAROLINA	EXPIRATION DATE
U.34519	BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS	02/07/2026
THIS IS TO CERTIFY THAT:		
ReNu Energy Solutions LLC		
Michael Alan Westhafer II, Gregory Evan Robinson		
<i>is duly registered and entitled to practice Electrical Contracting in the</i> Unlimited Classification License Limitation: Any project regardless of value		
<i>Witness our hands and seal of the Board</i>		
ReNu Energy Solutions LLC 801 Pressley Road, Suite 100 Charlotte, NC 28217		<i>[Signature]</i> Chairman <i>[Signature]</i> Secretary-Treasurer



Conclusion

Renu has enjoyed partnering with the Town of Davidson on the current solar project at the Town Hall. We appreciate the opportunity to provide another solar proposal in response to this RFQ.

Renu has the necessary skills and experience to successfully execute this proposed design-build project for solar and storage at Fire Station 2.

Renu is excited about this proposed PV system, and Renu would be honored to partner with the Town of Davidson on this project.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read "Matthew Culley".

Matthew Culley

Senior Consultant, Renu Energy Solutions LLC

**TOWN OF DAVIDSON
NORTH CAROLINA

REQUEST FORM
FOR
DESIGN-BUILD SERVICES**

Date: 11/10/2025

Team Name: Renu Energy Solutions

Address: 801 Pressley Road #100
Charlotte NC 28217

Contact Person: Matthew Culley

Phone #: (704) 999-4469

Email address: mculey@renuenergy.com

Authorized Signee: 

Print Name: Jeffrey A. Aliotta

Print Title: VP Commercial

REFERENCES

Respondent must supply three (3) references for clients for whom similar work was performed.

Reference Team Name: City of Charlotte

Contact: Heather Bolick
Phone#: (704) 301-2690

Nature of work performed:

Renu has completed over 1.5 MW of solar projects for the City of Charlotte, including CMPD South, CMPD Westover, CMPD Steele Creek, CMPD Freedom, CMPD N Graham (1419), CFD Logistics, CMPD Independence, CFD Fire Station 43, and CDOT (Northpointe).

Renu completed an Energy Storage System project for the City at CMPD Central.

Reference Team Name: Forsyth County

Contact: Minor Barnette
Phone#: (336) 703-2441

Nature of work performed:

Renu completed a 92 kW PV System for Forsyth County at the Tanglewood Park Maintenance Facility. This facility is located at 655 River Birch Circle in Clemmons, North Carolina. Minor was the County's Project Manager and will be able to speak to the project experience with Renu.

Reference Team Name: City of Winston-Salem

Contact: Lindsey Smith
Phone#: (336) 727-8269

Nature of work performed:

Renu completed a 70 kW ballasted PV System for City of Winston-Salem at the Bryce A Stuart Municipal Building in 2023. This facility is located at 100 E First Street in downtown Winston-Salem. This project was particularly challenging as it involved removing loose river stone ballast from a 5 story roof and shutting down a city street to use a crane to lift material 70 feet up to the rooftop.



**ORDINANCE 2025-14
AMENDMENTS TO THE TOWN OF DAVIDSON
MUNICIPAL CODE OF ORDINANCES**

WHEREAS, the Board of Commissioners of the Town of Davidson adopted an ordinance dated February 13, 2001; and

WHEREAS, Additions or amendments to the Code, when passed in the form as to indicate the intention of the Board of Commissioners to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments; and

WHEREAS, in accordance with GS 160A-175, the proposed Amendments were first introduced before the Board of Commissioners of the Town of Davidson at its regular meeting on November 18, 2025.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Davidson, North Carolina that:

Section 1. Amendments to be made to **Sec. 50-4. - Discharging firearms.**

(See attached Exhibit A for amendments to Sec. 50-4. - Discharging firearms.)

Section 2. Amendments to be made to **Sec. 70-45. Golf carts and utility vehicles.**

(See attached Exhibit B for amendments to Sec. 70-45. Golf carts and utility vehicles.)

Section 3. Amendments to be made to **Sec. 30-74. Exceptions.**

(See attached Exhibit C for amendments to Sec. 30-74. Exceptions.)

Section 4. Amendments to be made to **Sec. 18-206. Aggressive Solicitation Prohibited.**

(See attached Exhibit D for amendments to Sec. 18-206. Aggressive Solicitation Prohibited.)

Adopted this 9th day of December 2025.

ATTEST:

Rusty Knox, Mayor

APPROVED AS TO FORM:

Elizabeth K. Shores, Town Clerk

Karen Wolter, Town Attorney

EXHIBIT A

Sec. 50-4. - Discharging firearms.

~~No person shall discharge any pistol, gun or other firearm within the town except in the defense of person or property or pursuant to lawful direction of law enforcement officers.~~

It shall be unlawful for any person to discharge or cause to be discharged any firearm or similar device that impels or discharges with force any bullet, shot, or pellet. This section shall not apply to any law enforcement officer engaged in the performance of his duty. It is further provided that this section shall not apply to any person lawfully defending persons or property as provided in GS 14-51.2 and 14-51.3.

Violation of this Ordinance is a misdemeanor and shall be punishable by a fine of up to \$500 or imprisonment or both as authorized by G.S. 14-4.

Sec. 70-45. Golf carts and utility vehicles.**(a) Policy statement.**

- (1) This section is adopted to promote the safety and welfare of the public. **Golf carts and utility vehicles are intended primarily for off roadway use and are not designed or manufactured to be used on public streets. Prohibiting the operation of golf carts and utility vehicles upon public roads within the town promotes public safety.**
- ~~(2) Golf carts and similar vehicles intended primarily for off roadway use (hereinafter "cart") are not designed or manufactured to be used on public streets, and the Town of Davidson does not advocate or endorse their operation on public roads. The town, by regulating the operation of such carts is addressing safety issues, and the adoption of this section is not a determination that operation of carts on public streets is safe or advisable, if done in accordance with this section.~~
- ~~(3) All persons who operate or ride upon carts on public streets or roads do so at their own risk and must obey all traffic ordinances as the Motor Vehicle Code of North Carolina, G.S. ch. 20. Additionally, they must be observant of and attentive to, the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.~~
- ~~(4) The Town of Davidson assumes no liability under any theory of liability for permitting carts to be operated on the public streets and roads under the legislation granted by the state legislature.~~
- ~~(5) Any person who operates a cart is responsible to for procuring a motor vehicle liability insurance policy for any such cart as a "motor vehicle" under G.S. 20-279.21. Proof of insurance must be presented to the town at the time of registration.~~
- ~~(6) The person approving registration applications must exercise their judgment concerning what roads to allow carts to be driven upon. In exercising that judgment, the following factors should be considered, along with other factors considered to be relevant by the person approving a registration application:
 - a. Flexible and more efficient means of short distant transportation are necessary but not intended as a replacement or alternate for regular transportation vehicles.
 - b. Carts being driven upon roads that are main traffic arteries create a greater public safety concern.
 - c. The greater the distance a cart must be driven to reach its destination, the greater the public safety concern.
 - d. Limiting the operation of carts upon public roads within the town promotes public safety.~~

(b) Definitions.

Golf Cart. Refers to both a golf cart and a similar vehicle. **A vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. G.S. 20-4.01(12b)**

Driver. A person in actual physical control of a vehicle which is in motion or has the engine running. For the purpose of this section, the terms "driver" and "operator" are synonymous.

Utility Vehicle. A vehicle that is (i) designed for off road use and (ii) used for general maintenance, security, agricultural, or horticultural purposes. G.S. 20-4.01 (48c).

Golf cart or Utility Vehicle Operator/Driver. ~~A vehicle designed and manufactured for operation on a golf course or recreational purposes not capable of exceeding 20 mph.~~ **A person who is driving the golf cart or utility**

vehicle and in actual physical control of same while it is in motion or has the engine running. The terms “operator” and “driver” and their cognates are synonymous.

~~Similar vehicle. A vehicle designed and manufactured for general maintenance, security, recreational and landscaping purposes, but does not include vehicles designed and used primarily for the transportation of persons or property on a street or highway.~~

(c) ~~Rules and Regulations.~~ Carts shall not be operated on any public road within the Town of Davidson except in accordance with the following rules and regulations, which shall also serve as a means by which a registration application is approved or denied. **It shall be unlawful to operate a golf cart or utility vehicle upon the public rights-of-way, including roads, sidewalks, streets, highways, alleys, trails and greenways within the Town of Davidson, with the following exceptions:**

(1) ~~All carts must be registered with the Town of Davidson annually before traveling on the public roads. The town shall charge a \$25.00 fee per registration. The registration will identify the geographical limits in which a cart may be driven on a public road and may include additional limitations, rules and regulations applicable to the owner. Generally, registration will be limited to businesses, schools, and governmental bodies that demonstrate a need in the operation of their activities to use carts, rather than conventional motor vehicles.~~

(2) ~~No occupants riding in a cart shall stand at any time while the cart is in motion.~~

(3) ~~All carts must be operated in accordance with all applicable state and local laws and ordinances, including the North Carolina Motor Vehicle Code, G.S. ch. 20.~~

(4) ~~Carts may be operated on public streets in the town only during daylight hours with the exception that golf carts equipped with operating lights and reflectors meeting the requirements set forth below may operate only between the hours of 6:00 a.m. to 11:00 p.m.:~~

a. ~~Two lighted lamps, one on each side of the front of the cart, visible under normal atmospheric conditions from a distance of at least 300 feet in front of such cart; and~~

b. ~~Two red lamps on the rear of the cart, exhibiting red lights visible under normal atmospheric conditions from a distance of at least 200 feet to the rear of the cart.~~

(5) ~~Carts shall not be used as an alternative means of transportation.~~

(6) ~~Every driver of a cart must have a valid driver's license.~~

(7) ~~Drivers of carts shall stay to the far right of the traveled portion of the road and yield the right of way to overtaking vehicles.~~

(8) ~~The maximum occupancy of a cart traveling on town roads shall be one person per seat.~~

(9) ~~Drivers of carts must take the most direct route from their point of origin to their destination and back whenever possible.~~

(10) ~~All carts shall have the following equipment:~~

a. ~~Locking brakes;~~

b. ~~Reverse warning device;~~

c. ~~Main power switch;~~

d. ~~Horn;~~

e. ~~Either hip restraints or hand holds;~~

f. ~~Manufacturer's serial number plate.~~

~~* Note: Manufacturer installed safety labels shall be visible and readable.~~

~~(11) Carts are prohibited on any sidewalks or in town parks, except in designated areas identified on the registration application, unless the driver is authorized to conduct town business.~~

- ~~(1) Golf carts or utility vehicles owned by the Town of Davidson and operated by town employees while fulfilling their assigned duties. Any employee of the Town of Davidson operating a golf cart or utility vehicle shall be a duly licensed driver.~~
- ~~(2) Golf carts or utility vehicles owned by Davidson College and operated by employees of Davidson College while fulfilling their assigned duties. Any employee of Davidson College operating a golf cart or utility vehicle shall be a duly licensed driver.~~
- ~~(3) Golf carts or utility vehicles owned by a golf course or country club and operated by employees of the golf course or country club, while fulfilling their assigned duties. Any employee of a golf course or country club operating a golf cart or utility vehicle shall be a duly licensed driver.~~
- (d) *Violation; penalty.* Any act constituting a violation of this section or failure to comply with any of its requirements shall subject the offenders to a civil penalty of \$100.00, plus the court costs and attorney fees incurred by the town. If an offender fails to pay the penalty within ten days of receiving final written notice of violation, the penalty may be recovered by the town in a civil action in the nature of debt. ~~The Davidson Police Chief and/or town manager may revoke the privileges granted herein to any repeat offender.~~
- (e) Operating golf carts and utility vehicles upon public roads, streets and highways, when not permitted is a violation of North Carolina law. Offenders are subject to issuance of applicable state citations and any associated fines and court costs.

Sec. 30-74. Exceptions.

The provisions of this article shall not apply to:

- (1) Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation; however, burglar alarms not terminating within 30 minutes after the responsible person has been notified shall be unlawful.
- (2) Warning devices required by OSHA or other local, county, state or federal safety regulations.
- (3) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.
- (4) Noise created by sporting events, wedding bells and publicly sponsored recreational activities such as town day and parades.
- (5) Noise emanating from public construction or repair work necessary to maintain public health and safety, public transportation infrastructure or public utilities, or other public infrastructure.

Sec. 18-206. Aggressive Solicitation Prohibited

- (a) No person may within any public street or sidewalk or on other town property engage in aggressively begging, soliciting, or canvassing the public for contributions for the private benefit of the solicitor or another. For purposes of this Sec. 18-206, "Aggressively begging, soliciting, or canvassing" shall include:
 - (1) Accosting or threatening another: Approaching or speaking to an individual or individuals in such manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession.
 - (2) Continuing to request, beg, or solicit in close proximity to the individual addressed after the person to whom the request is directed has made a negative response.
 - (3) Blocking the passage of an individual on a public street or sidewalk for the purpose of begging, soliciting or canvassing from that individual.
- (b) Penalties and Remedies.
 - (1) A violation of this Section shall constitute a misdemeanor, punishable by a fine up to \$500 or as otherwise permitted by G.S. 14-4.
 - (2) A violation of this Section shall also subject the offender to a civil penalty of one hundred dollars (\$100). If a person fails to pay this penalty within ten days after being cited for a violation, the town may seek to recover the penalty by filing a civil action in the nature of debt.
 - (3) The Town may seek to enforce this chapter through any appropriate equitable action.
 - (4) The town may seek to enforce this chapter by using any one or a combination of the foregoing remedies.



- | | |
|------|--|
| I. | Policy |
| II. | Purpose |
| III. | Baseline Requirements |
| IV. | Guidelines |
| V. | Non-Discrimination and
Conflict of Interest |
| VI. | Authorization |

AFFORDABLE HOUSING FUNDING REQUEST GUIDELINES

I. POLICY

To establish guidelines for the Town to use when considering requests for Affordable Housing funding.

II. PURPOSE

To ensure fairness, transparency, and alignment with existing Town plans and policies, the Town of Davidson will utilize a consistent framework to evaluate all affordable housing funding requests.

The following considerations will guide the Town Board in prioritizing projects that advance established community goals:

- Affordability level
- Project location
- Financial leverage, and
- Alignment with Town plans and policies
 - [Town of Davidson Strategic Plan](#)
 - [Town of Davidson Mission Statement](#)
 - [Town of Davidson Comprehensive Plan](#)
 - [Town of Davidson Affordable Housing Needs Assessment](#)
 - [Town of Davidson Planning Ordinance](#)

This document is intended to promote accountability, maximize public benefit, and ensure consistent, equitable use of Town resources. Final authority for decisions under these guidelines, [as well as decisions related any additional terms and conditions](#) rests with the Board of Commissioners.

III. BASELINE REQUIREMENTS

The Town can only consider requests that meet the following minimum affordability baseline requirements:

1. Minimum Affordability Requirements

- All units in a development must be set aside for households earning up to 80% AMI, or 20% of the total development must be set aside for households earning up to 60% AMI (N.C. Gen. Stat § 157-3)
- In mixed use projects, residential must be 70% of rentable square footage
- Affordability term must be Low Income Housing Tax Credit (LIHTC) compliant or at least 30 years in duration

IV. GUIDELINES

1. Supported Activities

The Town will only consider providing resources if the activities and/or projects are designed to increase, preserve, or improve access to affordable housing for individuals and families who live or work in the community. Supported activities include:

- Projects related to the new construction of affordable housing units
- Projects related to the preservation and rehabilitation of existing affordable housing units

2. Alignment With Established Town Priorities

Requests for funding must align with established Town priorities including items from the 2022 Affordable Housing Needs Assessment and the Affordable Housing Needs Assessment Implementation Strategy.

- Rental units set aside for households earning up to 80% AMI
- Ownership units set aside for households earning up to 80% AMI
- Long-term or permanent affordability commitment
- Projects that incorporate sustainable building practices
- Location (the proposed development should be located to provide residents convenient access to jobs, schools, and services)
- Town granted a secured interest in property for term of affordability
- Design and quality of construction

3. Eligible Partners

- **Non-Profits/Non-profit Developers** who meet the following requirements:
 - Meet all affordability requirements (as defined in section 1 above)
 - Have 75% project funding secured
 - Demonstrated development experience
 - Have a plan in place for marketing, income qualification and ongoing monitoring, management and proper on-going maintenance of affordable units
 - Able to provide all other supporting documentation in place as outlined on the Funding Request Checklist
- **For-profit Developers** who meet the following requirements:
 - Meet all affordability requirements (as defined in section 1 above)
 - Able to fulfill affordable housing obligation per Davidson Planning Ordinance and commit to additional units meeting affordability requirements
 - Have 100% of Davidson Planning Ordinance compliant project funding secured and 75% of funding for proposed additional affordable units secured
 - Demonstrated development experience
 - Have a plan in place for marketing, income qualification and ongoing monitoring, and proper on-going maintenance of affordable units
 - Able to provide all other supporting documentation in place as outlined on the Funding Request Checklist

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4. Affordable Housing Toolkit

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The Town of Davidson maintains a set of tools to support the creation and preservation of affordable housing. These instruments—ranging from direct financial assistance to zoning and planning solutions—enable the Town to partner with developers, nonprofits, and property owners to expand and preserve housing opportunities for low to moderate income (LMI) residents.

- Cash
- Financing
- Property

- Zoning/Planning Solutions
- Land Use Incentive Grant

5. Fair Housing

Any activities performed with Town dollars must adhere to state and federal Fair Housing laws, prohibiting discrimination based on race, color, sex, religion, national origin, disability, or familial status. Owners/managers of rental housing shall not discriminate against tenants based on their source of income.

Units constructed using Town funds must be openly marketed to ensure applicants who are unlikely to apply for housing without special outreach have equal access to housing opportunities.

IV. NON-DISCRIMINATION AND CONFLICT OF INTEREST

Equal Opportunity

It is the policy of the Town of Davidson to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town of Davidson or its partners.

Conflict of Interest

Any person who is an employee, agent, consultant, officer, elected official, or appointed official of the Town of Davidson and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may not obtain a financial interest or financial benefit from an assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to any assisted activity, or the proceeds from such activity, either for themselves or those whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in laws of a covered person. The Town of Davidson should avoid conflict of interest and the appearance of a conflict of interest in administering the program.

Under special circumstances, exceptions may be made to this policy in writing by the Town Manager or Assistant Town Manager.

V. AUTHORIZATION

Approved by the Board of Commissioners on _____, 2025.



AGENDA MEMO

To: Davidson Board of Commissioners

From: Austin Nantz, Assistant Town Manager

Date: December 9, 2025

Re: 2025 Annual Accomplishments

ITEM SUMMARY/OVERVIEW

Each year, the Town of Davidson prepares an Annual Accomplishments Report to provide the Town Board and community with a clear, transparent summary of the work completed across all departments. This document highlights the Town's major achievements from the past calendar year, demonstrating progress on the priorities outlined in the 2024–2025 Strategic Plan.

Developed collaboratively by the Town Manager, Assistant Town Manager, and Town staff, the report showcases key projects, operational improvements, community initiatives, and service enhancements. Together, these accomplishments reflect our ongoing commitment to delivering high-quality, responsive services that support the well-being of residents and the vitality of our community.

This overview is intended to help frame the year's progress, celebrate the work of our dedicated staff, and provide the Town Board with a clear picture of how strategic goals are being implemented across the organization.

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 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.

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.

Davidson's traditional character is that of a small, historic college town, so land planning will reflect its historic patterns of village-centered growth including connection of neighborhoods, preservation of our historic resources, conservation of rural area, and provision of public spaces.

Citizens entrust town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

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.

Citizens need to move easily throughout the town and region, so government will provide a variety of options, such as sidewalks, bike paths, greenways, connected streets, and transit.

Citizens must live in a healthy environment, so town government will protect watersheds, trees, air quality, and other elements of the town's ecology.

The physical, social, and intellectual well-being of Davidson citizens is fundamental to our

community, so town government will provide and encourage enjoyable, safe, and affordable recreational and cultural lifelong learning opportunities.

NEXT STEPS

n/a



2025 ANNUAL ACCOMPLISHMENTS



Introduction & Overview

Each year, the Town of Davidson prepares an Annual Accomplishments Report to provide the Town Board and community with a clear, transparent summary of the work completed across all departments. This document highlights the Town's major achievements from the past calendar year, demonstrating progress on the priorities outlined in the 2024–2025 Strategic Plan.

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2024-2025 Town of Davidson Strategic Plan



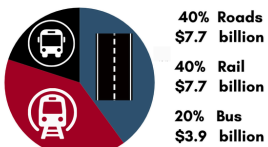


Healthy, Livable, and Vibrant Community

Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

- Davidson Police Department (DPD) assigned a full-time community engagement officer to enhance and unify community engagement efforts. Total of 105 events, reaching 11,300 residents.
- Monday Meet Up & Move started in April 2025. This joint venture with the Co-Responder, Ada Jenkins Center, YMCA, and Parks and Recreation, provided an opportunity for neighbors to connect and get in valuable steps.
- Completed Parks and Recreation 10-year Master Plan update with extensive public engagement.
- Participated with other Mecklenburg County Towns, City of Charlotte, and Mecklenburg County in drafting legislation that was passed by the North Carolina General Assembly and ultimately the voters of Mecklenburg County by referendum authorizing a 1-cent sales tax for transportation investments.
- Hosted a Community Meeting and Public Input Session for the proposed Davidson Carwash development which aims to connect N. Main and S. Main Street.
- Approved a sidewalk mural installation on S. Main Street as part of the Placemaking Grant Program.
- Approved the 99-unit Davidson Grove (Haley parcel) master plan with connections to Bradford, River Run, and a future Mecklenburg County park, consistent with adopted plans.
- Hosted four workshops with Davidson Lands Conservancy (DLC) focused on collaboration and information sharing.
- Commissioner Chats held at various locations across town.

Over the next 30 years, an estimated **\$19.4 billion** will be generated by the sales tax increase countywide to support improving transportation infrastructure. New sales tax revenue would be allocated as follows:



Sales Tax Referendum



Monday Meet Up & Move



Historic Preservation

Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

- Continued efforts to rehabilitate historic Sloan House. Buyer selected, plans for adaptive reuse (tapas bar); Official sale forthcoming.
- Completed and approved updated historic district standards.
- Local Historic District entrance signs finalized; installation in the near term.
- Installed Lakeside Neighborhood signs.
- One new landmark designation (Armour Street Theater)
- Supported Davidson Historical Society reboot with robust Fall programming.
- Participated in quasi-judicial procedures and Certified Local Government (CLG) trainings.
- Clarified Design Review Board + Historic Preservation Commission roles through ordinance updates.
- Historic gymnasium rehabilitation project underway, completion estimated summer 2026.



**Historic Davidson
Gym Rehabilitation**



**Historic Lakeside Neighborhood
Sign Dedication**



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.

- Identified sub-standard sections for sidewalk projects and estimated completion dates:
 - Concord Road between Pine Road and Pat Stough Lane will be completed in 2025.
 - South Main Street between Twin Oaks Lane and the car wash site deferred
 - Beaty Street near Griffith Street start engineering in FY2027
 - Public Works completed 460 ft missing sidewalk connection on Jetton Street.
- Design underway on Summers Walk to River Run greenway.
- Seam trail study underway for connection north to Iredell County and Davidson Point.
- Fisher Farm to Narrow Passage Greenway land acquisition complete, design underway.
- Worked with CATS on successful Micro Transit pilot.
- Robert Walker roundabout complete.
- Potts-Sloan-Beaty work underway. Worked with NCDOT and community partners to notify residents. Community Meeting at Ada Jenkins Center on December 8, 2025.
- Town was awarded CRTPO Discretionary Grants for Davidson-Concord Road sidepath and West Branch Nature Preserve Carolina Thread Trail greenway.
- Continued implementation of Vision Zero Action Plan: Traffic Garden grand opening, daylighting project completed/installed; Police reinforcing education and enforcement efforts.
- Hosted four Red Line public engagement sessions; confirmed station location; 15% design work complete; continued collaboration with CATS and Red Line consultant team
- Successful education campaign for the transportation sales tax referendum; selected MPTA representative. Over 70% of Davidson voters approved.



Jetton Street Sidewalk



Traffic Garden Ribbon Cutting



Affordable Living, Equity and Inclusion

Work together to create a culture of belonging, address our past inequities, provide opportunities for all, treat everyone with respect and dignity and recognize every voice.

- 155 affordable housing information request forms processed.
- 83 AMI applications processed.
- 2 Essential Home Improvements completed: 2 households approved, 1 household denied.
- 22 families received rental subsidies (Jan – April)
- 9 affordable resale transactions completed.
- 4 affordable units added to inventory and sold to income qualified families.
- 70 DTAP applications, 37 approved, 31 withdrawn/denied, 2 in process.

- Continued engagement with the UNC School of Government Development Finance Initiative (DFI) to advance plans for affordable development on Town-owned land.
- 6 of 8 Parkside townhomes sales complete and final 2, 1st quarter 2026.
- Developed Affordable Housing Funding Request Guidelines for Board approval.
- Developed benchmark criteria for potential developer partnerships.
- Partnered with Mecklenburg County and City of Charlotte Homes Consortium to fund Community Housing Partners, 46-unit Oak Hill, Phase 2; contributed \$500,000.
- Mock Road affordable property rented to an income qualified family.
- Purchased property at 248 Jetton Street.
- Continued support for Community Navigator program.



Town Accepts Sankopa Award





Sustainability and Natural Assets

Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

- Awarded Most Inspiring Government Agency by Sustain Charlotte.
- Continued implementation of Climate Action Plan.
- Rooftop solar installed on Town Hall.
- Awarded two EECBG Grants for solar and energy efficiency projects.
- Solarize Charlotte-Mecklenburg campaign (347 participants enrolled throughout the county, approximately 22% are Davidson community members).
- Board of Commissioners adopted Sustainable Municipal Building Policy.
- Participated in two NASA DEVELOP project terms focused on air quality and heat.
- Purchased electric admin vehicle and (3) hybrid police vehicles.
- EV charger installed at Town Hall.
- Completed first year of Sustainability Advisory Board.



Most Inspiring Agency Award



Rooftop Solar at Town Hall



Sustainability and Natural Assets

Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

- 445 households participating in Davidson Composts.
- Continued implementation of Urban Community Forestry Plan.
- Ask The Arborist Program, 370 instances.
- Arborist attended 44 HOA/Neighborhood programs.
- Successful Arborist pilot program with Huntersville.
- The Town and DLC partnered to plant 365 trees, including 70 street trees.
- Tree City USA (15 years) plus growth award in 2025.
- Two bee hives at Fisher Farm; 86 jars of honey harvested.
- Farmland preservation efforts include Mecklenburg County Board of Commissioners passing VAD ordinance and filling seats on Agricultural Advisory Board, including a Davidson representative.



Trees to be planted



**Honey harvested from hive
at Fisher Farm**



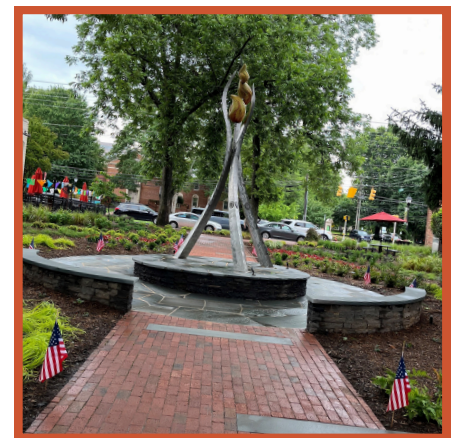
Economic Development

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.

- Continued implementation of the Downtown Small Area Plan including new wayfinding signage, installation of public art projects "Cats About Town" and "Flames of Honor".
- Expanded outdoor events and programs to support local businesses including First Fridays. Town events scheduled on 40 out of the 52 weekends in calendar 2025.
- Continued successful partnership with Amplify Davidson, including 42 business projects for Davidson small business owners.
- Welcomed new businesses such as Davidson Candle Company, Paper Skyscraper, Sincerely Tea House, and Fontina Di Vino.
- Began development of Downtown Streetscape Plan for implementation over the next 5 years.
- Worked toward collaborative solutions to support local farming and food systems including pursuing and supporting efforts to establish an Ag Corridor, researching food systems opportunities, and ways to connect and support them.
- Continued to support Davidson Farmers Market, sponsored Saturday morning concert.
- Redevelopment of Sadler Square with new businesses Ella Blu, Catawba River Outfitters, Renoja Wellness. More opening soon.



Davidson Connections



Veterans Monument

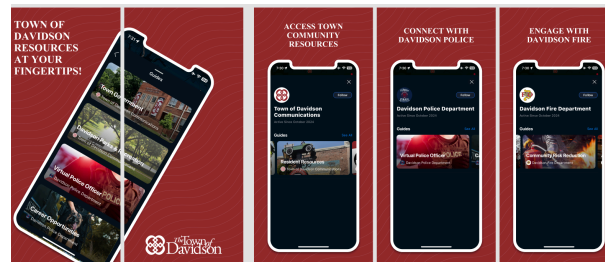


Operational Excellence

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.

- Organizational Staffing and Role Changes were implemented to improve alignment, streamline operations, and enhance service delivery. Key changes include:
 - Establishment of a Criminal Investigations Police Lieutenant position to strengthen leadership within the Police Department's investigative functions.
 - Creation of a combined Town Clerk/Communications Director role to better integrate public communication, records management, and legislative support.
 - Reclassifying the Receptionist position to Deputy Clerk/Administrative Services position to expand administrative capacity and improve internal support functions.
 - Making the decision not to fill the Affordable Housing Director position and redistributing responsibilities between the Assistant Town Manager and the Affordable Housing Coordinator, ensuring continuity of work and strategic focus.
- Maintained AAA bond rating and long-term financial plan updated.
- Established internal Town Grants Committee (GRASP) to work with a grants vendor to assist with securing grants in one of four identified priority areas (Affordable Housing, Public Safety, Ag Corridor/Food Systems, and Sustainability).
- Implemented Teams calling eliminating the need for separate desk phones for staff.
- Implemented Contract Book platform for online routing and approval of Town contracts.
- Departmental performance metrics established as part of the annual budget process.
- Implemented a Town AI policy.
- Selected Envisio (a plan management and reporting software) to support tracking and public reporting of performance measures.
- Town Manager Jamie Justice kicks off Civics 101. In 2025, 42 residents completed this comprehensive overview of Town government.

MyDavidson community engagement and public safety app launched in November, continue efforts to promote and encourage residents to opt-in.





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.

- Davidson Police Department (DPD) Detective Rachel Thornton recognized as CIT Officer of the Year and Chief Philip Geiger presented with the Dan Johnson Leadership Award by Mecklenburg County CIT Program in November 2025. These prestigious awards highlight DPD's emphasis on empathy, compassion, and communication in connecting with the Davidson community.
- The Office on Violence Against Women (OVW) Awarded a (\$499,277) Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Initiative Grant to DPD.
- Police and Fire recognized by NCLM for successful completion of the Community Risk Assessment program. Currently, Davidson is the only municipality in Mecklenburg County where both public safety departments have undergone this review.
- Increased staffing capacity for Davidson Fire by converting a part-time Captain position to a full-time Captain.
- Comprehensive Emergency Management Plan (CEMP) vendor selected, work underway, spring 2026 completion anticipated.
- Davidson Fire Department completed a re-rating inspection with the Insurance Services Office (ISO) in April 2025. A rating update is forthcoming.
- A new back stage curtain installed at Town Hall, improving the audience experience and overall look of the auditorium.



2025 CIT Winners



New Curtain at Town Hall



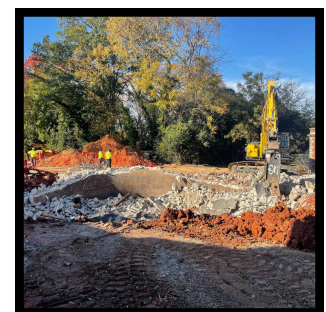
Operational Excellence

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.

- An employee pay and classification study was completed and recommendations were incorporated into FY2026 budget.
- Workforce development efforts included a succession planning exercise including long-term staffing analysis for police and fire.
- Human Resources successfully onboarded 21 new employees.
- Worked to maintain and enhanced the overall employee benefits package. New benefits broker selected and new benefits plan with minimal disruption and rate increases for employees.
- The Planning Department worked with developers and vendors to conduct Traffic Impact Analysis for three locations.
- Collaboration with Centralina (COG) to provide Code Enforcement efforts continued including 50+ issues and increased downtown parking enforcement.
- Planning Department also researched and drafted a resolution opposing detrimental legislation, Senate Bill 382 that was approved by the Board of Commissioners.
- Public Works began phase one demolition on their site (saving over \$91,000 by doing the work in house.)
- Public Works also provided facilities support for all Town buildings including managing HVAC system issues, proving minor repairs, hanging art work at Town Hall, installing AED devices at Town Hall and replacing fixtures.
- All events are supported in countless ways by Public Works staff.
- Public Works focused on downtown beautification efforts including adding mulch at Chairman Blake intersection, improving beds between CVS and Library, sidewalk improvements in the downtown gathering space, and securing a better, more efficient service for disposal of grease for downtown businesses.



Beautification Efforts



Demo at Public Works



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.

- Parks and Recreation continued to enhance programming efforts through a variety of programs and initiatives for residents of all ages.
 - 2025 Summer Camp (19 program providers, 34 programs, 1,522 registrations)
 - Community Programs (422 registrations for Archery, Forest Bathing, Mah Jong, Tennis, Pickleball)
 - Grandfriends-Longest running DPR program since 1992, won Best Community Engagement from Davidson College (47 students and community members).
 - Parks Improvements
 - Plum Creek Park Phase 3
 - Installed 2 picnic shelters and 3 dedicated pickleball courts
 - Roosevelt Wilson Accessibility for Parks Grant Project
 - Updated playground to be ADA, installed 3 fitness stations, and replaced the picnic shelter
 - Bradford Neighborhood Park Project
 - Installed picnic shelter and walking path
 - Beaty Park
 - Installed ADA parking by the pond entrance, improved pond water quality, added a bridge over the spillway, added art installation (Bouquet for Life) and installed trail signs completed by a Davidson resident Eagle Scout.



Pier at Beaty Park



RW Park



Plum Creek Park



Town Events

(and Community Engagement)

- **MLK**
- **ReadDavidson**
- **National Bike Month,**
- **Bike/Walk to School Day**
- **First Fridays**
- **Arbor Day**
- **Earth Day**
- **Town Day**
- **Spring Fest**
- **Concerts on the Green**
- **Concerts @ the Circles**
- **South Main Concerts**
- **July 4th Patriotic Stroll**
- **Party with a Parks & Rec Professional**
- **Halloween March / Halloweekend**
- **Pumpkin Smash N' Shoot (Composting)**
- **Davidson Arts Festival**
- **Ramble On Music Festival**
- **A Taste of Davidson**
- **Davidson Cookie Crawl**
- **Veterans Day**
- **Christmas in Davidson**
- **North Meck Holiday Parade**
- **National Night Out**
- **Stuff-a-Truck**
- **Shop with a Cop**





DRAFT Rules of Procedure for the Town of Davidson

In order to increase the efficiency of operation of the Board of Commissioners, and to guarantee full and fair discussion, the Board of Commissioners of the Town of Davidson hereby adopt these Rules of Procedure to govern all meetings of the Board. These Rules of Procedure are based upon *Suggested Rules of Procedure for a City Council*, 4th edition, 2017, Trey Allen, UNC School of Government. Should any conflict or question arise, the Town shall utilize the most current edition of *Suggested Rules of Procedure for a City Council* as published by the UNC School of Government.

Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Town of Davidson. For purposes of these rules, a meeting of the board occurs whenever a majority of the board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the board to conduct business. A majority of the board's actual membership plus the mayor, excluding vacant seats, constitutes a quorum. A member who withdraws from a meeting without being excused by majority vote of the remaining members in attendance is deemed present for quorum purposes.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

A member who attends a meeting electronically (via phone, skype, etc.) may take part in debate and vote on any matter before the board only when enough members are physically present to constitute a quorum. A member may remotely participate by right in up to 4 meetings per calendar year. If extenuating circumstances warrant remote participation beyond 4 meetings, the board may elect to approve those instances on a case by case basis.

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5, all meetings of the board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The Town Board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A



motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Basis for Closed Session. A closed session is permissible under the following circumstances and no others:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2) To consult with the town attorney or another attorney employed or retained by the town in order to preserve the attorney–client privilege. If the board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must include the names of the parties to the lawsuit.
- (3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the town or (b) the closure or realignment of a military installation. The board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
- (4) To establish or instruct staff or agents concerning the town’s position in negotiating the price or other material terms of an agreement for the acquisition of real property by purchase, exchange, or lease.
- (5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the Town Board or other public body or is being considered to fill a vacancy on the Town Board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
- (7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
- (8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
- (10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the board directs otherwise, the town manager, town attorney, and town clerk may attend closed sessions of the board. No other person may attend a closed session unless invited by majority vote of the board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.



Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The board must keep full and accurate minutes of all of its meetings, including closed sessions. To be “full and accurate,” minutes must record all actions taken by the board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of the board, though the board in its discretion may decide to incorporate such details into the minutes.

(b) Record of “Ayes” and “Noes.” At the request of any member of the board, the minutes shall list each member by name and record how each member voted on a particular matter.

(c) General Accounts of Closed Sessions. In addition to minutes, the board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(d) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the board or, if the board delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the board. The sealed minutes and general account of any closed session may be withheld from public inspection so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a board meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a board meeting shall so notify the Town Clerk and Public Information Officer no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a board meeting.

(c) Equipment Placement. The Town Manager may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Town Manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the Town Manager may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the board grants the request, the news media making the request shall pay the costs incurred by the town in securing an alternative meeting site.



Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of Mayor Pro Tempore

(a) Scheduling Organizational Meeting. The board must hold an organizational meeting following each general election in which board members are elected. The organizational meeting must be held either (1) on the date and at the time of the board's first regular meeting in December following the election or (2) at an earlier date, if any, set by the incumbent board. The organizational meeting may not be held before municipal election results are officially determined, certified, and published as required by law.

(b) Oath of Office. As the first order of business at the organizational meeting, all newly elected members of the board must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution. Each member's oath must be filed with the town clerk. Although a member who is not present for the organizational meeting may take the oath of office at another time, every member must take, subscribe, and file the oath before he or she begins performing any of the duties of the member's office.

(c) Selection of Mayor Pro Tempore. As the second order of business at the organizational meeting, the board shall elect from among its members a mayor pro tempore using the procedures specified in Rule 38. The mayor pro tempore shall serve at the board's pleasure. **The board shall take into account the experience and seniority of a commissioner, availability and ability to represent the town at ceremonial events and commissioner meetings, and votes received at the most recent election. The mayor shall have a vote on the selection of the mayor pro tem.**

Part V. Types of Meetings

Rule 9. Regular Meetings

(a) Regular Meeting Schedule. The board shall hold a regular meeting on the second and fourth Tuesday of each month. The meeting shall be held at the Town Hall Board Room and begin at 6:00 pm. The board shall adopt a meeting schedule each year consistent with this rule. A copy of the board's current meeting schedule shall be filed with the town clerk and posted on the town's website.

(b) Change to Meeting Schedule. Notwithstanding paragraph (a) of this rule, the board may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the town clerk at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the town's website.

Rule 10. Special Meetings

(a) Calling Special Meetings. A special meeting of the board may be called by the mayor, the mayor pro tempore, or any two board members. A special meeting may also be called by vote of the board in open session during a regular meeting or another duly called special meeting.

(b) Notice to the Public. At least forty-eight hours before a special meeting of the board, notice of the date, time, place, and purpose of the meeting shall be (1) posted on the board's principal bulletin board or, if the board has no such board, at the door of the board's usual meeting room and (2) delivered, e-mailed, or mailed to each newspaper, wire service, radio station, television station, and person who has



filed a written request for notice with the town clerk. Furthermore, if the board has a website maintained by at least one town employee, notice of the special meeting's date, time, place, and purpose shall be posted on the website in advance of the meeting.

(c) Notice to Members.

- (1) *Meeting called by the mayor, the mayor pro tempore, or any two board members.* At least forty-eight hours before a special meeting called by the mayor, the mayor pro tempore, or any two board members, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be electronically delivered to the mayor and each board member or left at his or her usual dwelling place.
- (2) *Meeting called by vote of the board in open session.* When a special meeting is called by vote of the board in open session during a regular meeting or another duly called special meeting, the motion or resolution calling the special meeting shall state the meeting's date, time, place, and purpose. Written notice of the special meeting's date, time, place, and purpose shall be mailed, delivered or electronically delivered at least forty-eight hours before the meeting to each board member not present for the meeting at which the special meeting was called, and to the mayor if he or she was not present at that meeting.

(d) Transacting Other Business. Unless all members are present or any absent member has signed a written waiver of notice, only those items of business specified in the notice to board members may be taken up at a special meeting. Even when all members are present or any absent member has signed a waiver, the board may take up an item of business not covered by the notice only if the board first determines in good faith that the item must be discussed or acted upon immediately.

Rule 11. Emergency Meetings

(a) Grounds for Emergency Meeting. Emergency meetings of the town board may be called only to address generally unexpected circumstances demanding the board's immediate attention.

(b) Calling Emergency Meetings. There are two methods by which an emergency meeting of the board may be called.

- (1) The mayor, the mayor pro tempore, or any two members of the board may at any time call an emergency board meeting by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each board member or left at his or her usual dwelling place at least six hours before the meeting.
- (2) An emergency meeting may be held when the mayor and all members of the board are present and consent thereto, or when any absent member has signed a written waiver of notice.

(c) Notice to Media of Emergency Meetings. Notice of an emergency meeting shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request with the town clerk for notice of emergency meetings. To be valid, the request must include the newspaper's, wire services, or station's telephone number. Notice may be given by telephone, e-mail, or the same method used to notify board members. Notice must be provided immediately after board members have been notified and at the expense of the party notified.

(d) Transaction of Other Business Prohibited. Only business connected with the emergency may be



considered at an emergency meeting.

Rule 12. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the board may recess the meeting to another date, time, or place by a procedural motion made and adopted, as provided in Rule 31, Motion 3, in open session. The motion must state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the board has a website maintained by one or more town employees, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Part VI. Agenda

Rule 13. Agenda

(a) Draft Agenda.

- (1) *Preparation.* The Town Manager shall prepare a draft agenda in advance of each meeting of the town board.
- (2) *Requesting placement of items on draft agenda.* For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the Town Manager at least four working days before the date of the meeting. The Town Manager must place an item on the draft agenda in response to a board member's timely request.
- (3) *Supplemental information/materials.* If the board is expected to consider a proposed ordinance or ordinance amendment, a copy of the proposed ordinance or amendment shall be attached to the draft agenda. An agenda package shall be prepared that includes, for each item of business listed on the draft agenda, as much background information on the topic as is available and feasible to provide.
- (4) *Delivery to board members.* Each board member shall receive a hard or electronic copy of the draft agenda and the agenda package. Except in the case of an emergency meeting, the agenda and agenda package shall be furnished to each member at least twenty-four hours before the meeting.
- (5) *Public inspection.* The draft agenda and agenda package shall be available to the public when the documents are ready to be, or have been, circulated.

(b) Adoption of the Agenda.

- (1) *Adoption.* As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt a formal agenda for the meeting.
- (2) *Amending the agenda.* Both before and after it adopts the agenda, the board may add or subtract agenda items by majority vote of the members present and voting, except that the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 10(d) are satisfied and only business connected with the emergency may be considered at an emergency meeting.
- (3) *Designation of items "For Discussion and Possible Action."* The board may designate an agenda item "for discussion and possible action." The designation signifies that the board intends to discuss the item and may, if it so chooses, take action on the item following the discussion.



(c) Consent Agenda. The board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if the items are judged to be noncontroversial and routine. Prior to the board's adoption of the meeting agenda under subparagraph (b)(1) of this rule, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 14. Acting by Reference to Agenda or Other Document

The board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document with the intention of preventing persons in attendance from understanding what action is being considered or undertaken. The board may deliberate and vote by reference to the agenda or any item on the agenda, including the consent agenda, provided copies of the agenda are available for public inspection at the meeting and are sufficiently worded to enable the public to understand what is being deliberated or acted upon.

Rule 15. Agenda Items from Members of the Public

If a member of the public wishes to request that the board include an item on its regular meeting agenda, he or she must submit the request to the Town Manager at least six working days before the date of the meeting. The board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 16. Order of Business

Items shall be placed on a regular meeting agenda. The usual order of business may be as follows:

- announcements
- changes/adoption of the agenda
- public comments
- public hearings
- presentations
- reports
- consent agenda
- business items

Without objection, the mayor may call agenda items in any order most convenient for the dispatch of business.

Part VII. Role of the Presiding Officer

Rule 17. The Mayor

(a) Presiding Officer. When present, the mayor shall preside at meetings of the board.



(b) Right to Vote. The mayor may vote only when an equal number of affirmative and negative votes have been cast.

(c) Recognition of Members. A member must be recognized by the mayor (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 31, Motion 1.

(d) Powers as Presiding Officer. As presiding officer, the mayor is to enforce these rules and maintain order and decorum during board meetings. To that end, the mayor may

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) entertain and answer questions of parliamentary procedure;
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the mayor under subparagraph (d)(1), (2), or (3) in accordance with Rule 31, Motion 1.

Rule 18. The Mayor Pro Tempore

(a) Presiding in Mayor's Absence. When present, the mayor pro tempore shall preside over board meetings in the mayor's absence with all the powers specified in Rule 17(d).

(b) Delegation of Mayor's Powers/Duties. In the mayor's absence, the board may confer on the mayor pro tempore any of the mayor's powers and duties. Likewise, if the mayor becomes physically or mentally unable to perform the duties of his or her office, the board may by unanimous vote declare the mayor incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When the mayor announces that he or she is no longer incapacitated, and a majority of the board concurs, the mayor shall resume the exercise of his or her powers and duties.

(c) Duty to Vote. Even when presiding over a board meeting, the mayor pro tempore has the same duty as other members to vote on all questions unless he or she has been excused from voting on a matter in accordance with Rule 28.

Rule 19. Other Presiding Officer

If both the mayor and mayor pro tempore are absent, the board may elect from among its members a temporary presiding officer to chair the meeting. While serving as temporary presiding officer, a member has the powers listed in Rule 17(d). Service as a temporary presiding officer does not relieve a member of the duty to vote on all questions unless excused from voting pursuant to Rule 28.

Rule 20. When the Presiding Officer Is Active in Debate

If the mayor becomes active in debate on a particular proposal, he or she may have the mayor pro tempore preside during the board's consideration of the matter. If the mayor pro tempore is absent or is also actively debating the matter, the mayor may designate another member to preside until the matter is concluded. Similarly, if the mayor pro tempore or a temporary presiding officer is presiding and takes an active part in debating a topic, he or she may designate another board member to preside temporarily.



Part VIII. Motions and Voting

Rule 21. Action by the Board

Except as otherwise provided in these rules, the board shall act by motion. Any member may make a motion, not including the mayor.

Rule 22. Second Not Required

No second is required on any motion.

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or the presiding officer has put the motion to a vote.

Rule 25. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, the debate shall alternate between proponents and opponents of the measure.

Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 28. Duty to Vote

(a) Duty to Vote. Every board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), or G.S. 160D-109 as outlined below in section (f) Questions about whether a basis for excusal exists should be directed to



the town attorney.

(c) Procedure for Excusal.

- (1) *At member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On board's initiative.* If an objection is raised to a board member's participation at or prior to the hearing or vote on that matter and the member does not recuse himself/herself, the remaining members of the board shall by majority vote rule on the objection. This applies to legislative, advisory decisions and quasi-judicial decisions.

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the board chamber or
- (2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

(f) Conflicts of Interest

- (1) Provisions of G.S. 160D-109 state: A member shall not vote on any legislative decision regarding a development regulation adopted pursuant to Chapter 160 where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
- (2) A governing board member shall not vote on any zoning amendment if the landowner of the property is subject to the rezoning petition or if the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

Familial Relationship: For purposes of this section a "close familial relationship means a spouse, parent, child, brother, sister, grandparent or grandchild. This term includes the step, half and in law relationships" NC Gen. Stat 160D-109.

3) Quasi-Judicial

A member of any board exercising quasi-judicial functions pursuant to Chapter 160 shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex-parte communications, a close familial business or other associational relationship with an affected person or a financial interest in the outcome of the matter.



Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The board may not vote by secret ballot.

(b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the town clerk's office immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 31, Motion 14.

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The board may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 12, and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9.

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, provided that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the board is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Rule 12. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.



Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least two-thirds of the board's actual membership, excluding vacant seats and not counting the mayor if the mayor votes only in case of a tie. The board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the board votes to revive it pursuant to Motion 13 within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 11. To Refer a Motion to a Committee. The board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the committee fails to report on the motion within 60 days of the referral date, the board must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) Amendments to Ordinances. Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8, provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting"



includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the board's deliberation on a pending matter.

Motion 15. To Rescind. The board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for Six Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive votes equal to at least two-thirds of the board's actual membership, excluding vacant seats and not counting the mayor, unless the mayor may vote on all questions. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the board's next organizational meeting, whichever occurs first.

Part IX. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the "date of introduction" for a proposed ordinance is the date on which the board first votes on the proposed ordinance's subject matter. The board votes on the subject matter of a proposed ordinance when it votes on whether to adopt or make changes to the proposed ordinance.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

(a) Adoption of Ordinances.

- (1) *Proposed ordinances to be in writing.* No proposed ordinance shall be adopted unless it has been reduced to writing and distributed to members before a vote on adoption is taken.
- (2) *Adoption on date of introduction.* To be approved on the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least two-thirds of the board's actual membership, excluding vacant seats and not counting the mayor, unless the mayor has the right to vote on all questions before the board.
- (3) *Adoption after date of introduction.* To be approved after the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least a majority of all board members not excused from voting on the matter. In calculating the number of affirmative votes necessary for approval, the board shall count the mayor if he or she votes on all questions. If the mayor votes only in the case of tie, the mayor's vote counts if there is an equal division.

(b) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in the town charter, general law, or local act,

- (1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a simple majority of those members present and voting, a quorum being present;
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions



by the board; and

- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any town charter or local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the board and ending with the adoption of the budget ordinance, the board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as

- each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the board to hold closed sessions on any basis other than the grounds set out in Rule 5.

Rule 35. Approval of Contracts and Authorization of Expenditures

(a) Contracts to be in Writing. No contract shall be approved or ratified by the town board unless it has been reduced to writing at the time of the board's vote.

(b) Approval of Contracts. To be approved or ratified, a contract must receive affirmative votes equal to at least a majority of all board members not excused from voting on the contract, including the mayor's vote in the event of a tie.

(c) Authorization of Expenditure of Public Funds. The same vote necessary to approve or ratify a contract is required for the board to authorize the expenditure of public funds, except when the expenditure is authorized pursuant to Rule 34.

Part X. Public Hearings and Comment Periods

Rule 36. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility to town staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. Public hearings may be held anywhere within the town or within the county where the town is located.

(c) Rules for Public Hearings. The board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same



positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the hall to listen to the hearing), and

- provide for the maintenance of order and decorum in the conduct of the hearing.

(d) Notice of Public Hearings. Any public hearing at which a majority of the board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 9 through 12, apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with notice of the meeting during which the hearing will take place.

(e) Continuing Public Hearings. The board may continue any public hearing without further advertisement to a time and place certain, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the board is not present for a properly scheduled public hearing, the hearing must be continued until the board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the mayor shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the board for the hearing. Unless the board extends the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the mayor shall declare the hearing closed, and the board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the board from appointing a member or members to hold a public hearing on the board's behalf, except when state law requires that the board itself conduct the hearing.

Rule 37. Public Comment Periods

(a) Frequency of Public Comment Periods. The board must provide at least one opportunity for public comment each month at a regular meeting, except that the board need not offer a public comment period during any month in which it does not hold a regular meeting.

(b) Rules for Public Comment Periods. The board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,
- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the hall (so long as arrangements are made for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(c) Content-Based Restrictions Generally Prohibited. The board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the board's real or apparent jurisdiction.



Part XI. Appointments and Appointed Bodies

Rule 38. Appointments

(a) Appointments in Open Session. The board must consider and make any appointment to another body or, in the event of a vacancy on the board, to its own membership in open session.

(b) Nomination and Voting Procedure. The board shall use the following procedure to fill a vacancy in the board itself or in any other body over which it has the power of appointment. The nominating committee shall be called upon to make its report and recommendation(s), if any. The mayor shall then open the floor for nominations, whereupon board members may put forward and debate nominees. When debate ends, the mayor shall call the roll of the members, and each member shall cast a vote for his or her preferred nominee. The voting shall continue until a nominee receives a majority of votes cast during a single balloting.

(c) Mayor. The mayor may make nominations and vote on appointments under this rule.

(d) Multiple Appointments. If the board is filling more than one vacancy, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same vacancy during a single balloting.

(e) Duty to Vote. It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so shall not invalidate a member's ballot.

(f) Vote by Written Ballot. The board may vote on proposed appointments by written ballot in accordance with Rule 29.

Rule 39. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and standing committees, boards, and other bodies to help carry on the work of town government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

- (1) **Mayoral Appointments.** The Mayor shall make the following appointments after consultation with the Board:

Lake Norman Chamber

~~Lake Norman Regional Economic Development Corporation~~

Visit Lake Norman

Charlotte Regional Transportation Planning Organization

Centralina Regional Council

Lake Norman Transportation Commission

Metropolitan Transit Commission

~~Community Capital & Bond Committee~~ CMS Community Capital and Bond Committee

- (2) **Board Appointments.** The Board of Commissioners shall appoint members of the following boards and committees:



~~Affordable Housing & Equity Board~~
 Planning Board
 Design Review Board/Historic Preservation Commission
 Public Art Commission
 Livability Board
 Sustainability Board

(b) Advisory Board Nominating Committee Appointment Procedure. The Mayor shall convene and chair a nominating committee. The other members of the committee shall be at least the following: the Town Manager, the staff liaisons, two elected officials, and the chairs (or their designee) of the Affordable Housing & Equity Board, Planning Board, Design Review Board/Historic Preservation Commission, Livability Board and Public Art Commission. This nominating committee shall solicit nominations from the public. From these nominations, the committee shall choose a number of nominees equal to the number of vacancies on the boards, and shall make a recommendation to the Board of Commissioners.

To fill unexpired, mid-term vacancies on boards and committees: The mayor shall convene and chair an ad hoc committee consisting of the chair of the board, town manager, and the staff liaison(s) to the board. They will choose nominees from among applications previously submitted, or by soliciting nominations from the public. The committee will select the number of nominees equal to the number of vacancies, and recommend them to the Board of Commissioners.

(c) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business. They do not apply to meetings solely among the town's professional staff.

(d) Procedural Rules. The board may prescribe the procedures by which the town's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

Part XII. Miscellaneous

Rule 40. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with the town charter, any relevant statutes, and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the board's members, excluding vacant seats and counting the mayor only if the mayor may vote on all questions.

Rule 41. Reference to Robert's Rules of Order Newly Revised

The board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the mayor shall make a ruling on the issue subject to appeal to the board under Rule 31, Motion 1.

Month	2 nd Tuesday Regular Meeting* 6:00 pm	4 th Tuesday Regular Meeting** 6:00 pm
January	13	27
February	10	24
March	10	24
April	14	28
May	12	26
June	9	23
July	No Meeting	28
August	11	25
September	8	22
October	13	27
November	10 <i>Regular Meeting with Public Comment</i>	No Meeting
December	8 <i>Regular Meeting with Public Comment</i>	No Meeting
Special Meetings	February 11 - 13 Strategic Retreat Pinehurst, NC	

****4th Tuesday of the month is a regular meeting with Public Comment**

Considered for Approval – December 9, 2025