

## ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

### Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
  - A computer or mobile device with internet access
  - A current web browser that includes 128-bit encryption
  - Software capable of viewing and printing PDF files
  - A valid email address

**Request for Paper Copies:** Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

**Legal Effect:** Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

**Consent Acknowledgment:** By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

### Electronic Signature:

- Signer's Full Legal Name:
  
- Electronic Signature:
- Date:

**Contact Information:** If you have any questions or concerns regarding electronic signature and consent, please contact your Project Manager.

**STATE OF GEORGIA**  
**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY CONTRACT FORM**

This Contract is entered into between the Georgia Environmental Finance Authority (hereinafter "GEFA"), an instrumentality of the state of Georgia (hereinafter "State") and the Local Government named below:

Local Government Name: <b>City of Stone Mountain</b>  (herein after the Local Government)	Local Government Address: <b>875 Main Street, Stone Mountain, GA 30083</b>
Local Government FEI #:	Local Government Entity Type: <b>City</b>

GEFA Administrative Information

GEFA Contract #: <b>SEP_StoneMountain</b>	Subrecipient <b>Yes</b>
E-verify:	ALN: <b>81.041</b>
Division: <b>Energy Resources</b>	UEI Number: <b>GG3QDXJ9LM25</b>
<input checked="" type="radio"/> Initial Contract <input type="radio"/> Amendment	Source: <b>SEP 2024-2025</b>
Federal Award Identification Number: <b>DE-EE0009477</b>	Federal Award Date:
Summary of Contracted Services: <b>The City of Stone Mountain will utilize State Energy Program funds to pursue energy audits and building upgrades.</b>	

Budget: **\$75,000.00**

Commencement Date: As written

Expiration Date: **December 31, 2025**

Total Federal Award:

The parties agree to comply with the terms and conditions of the Contract including the following Exhibits which are part of the Contract by reference:

Exhibit A: Scope of Work	Exhibit B: U.S. DOE Special Terms and Conditions
Exhibit C: Reporting Requirements	Exhibit D: Contractor Affidavit
Exhibit E: Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	

**INTERGOVERNMENTAL AGREEMENT BY  
AND BETWEEN  
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND  
City of Stone Mountain  
FOR  
State Energy Program Grant**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), is made this    day of   , 20   , by and between the Georgia Environmental Finance Authority (hereinafter "GEFA" or "Recipient") an instrumentality of the state of Georgia whose address is 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334 and **City of Stone Mountain** (hereinafter "Local Government" or "Subrecipient"), whose address is **875 Main Street , Stone Mountain, GA 30083** (GEFA and Local Government collectively referred to as the "Parties"). WHEREAS, the U.S. Department of Energy's (hereinafter "DOE"), **State Energy Program, provides grants to states and local governments to develop and implement projects to enhance energy security, advance energy initiatives, and promote energy efficiency and renewable energy activities within their communities; and**

WHEREAS, pursuant to O.C.G.A. § 50-23-32, the Division of Energy Resources of GEFA is authorized to, among other things, administer federal programs, accept, and disburse federal, state and private grant funds for energy related matters, and enter into contracts for such purposes; and

WHEREAS, GEFA administers **State Energy Program funds to promote energy efficiency and conservation projects (hereinafter "Projects") in the State of Georgia (hereinafter "Projects")** in the State of Georgia; and

WHEREAS, the Local Government **has the personnel, equipment, facilities, and technical expertise to carry out the Projects ; and**

WHEREAS, GEFA requires the services of the Local Government to implement **eligible activities under the State Energy Program; and**

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the parties hereto may contract for any period not exceeding fifty (50) years with each other for the provision of services, or for the joint or separate use of facilities or equipment.

NOW, THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, GEFA and the Local Government each agree as follows:

## **ARTICLE 1**

### **Services and Standards**

1.1 Scope of Work. The Local Government shall provide the services (hereinafter "Services") as set forth in Exhibit "A," Scope of Work, attached hereto and incorporated herein by reference.

1.2 Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "confidential" by GEFA or non-written information and data disclosed by GEFA that is identified at the time of disclosure to the Local Government as confidential and is reduced to writing and transmitted to the Local Government within 30 days of such non-written disclosure. The Local Government agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the confidential information in strict confidence for a period of three years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained, or discovered by the Local Government, or that is hereafter supplied to the Local Government by a third party without restriction.

## **ARTICLE 2**

### **Term, Consideration, and Method of Payment**

2.1 Term. The term of this Agreement shall commence on the date hereof and shall expire at 11:59 p.m., prevailing time in Atlanta, GA, on **December 31, 2025**, unless earlier terminated or extended as specified herein.

2.2 Consideration. In consideration of the Local Government performing the Services, GEFA shall pay the Local Government a fee of up to **\$75,000.00** (hereafter "Fee"), in accordance with the payment procedures set forth in Exhibit A, Scope of Work.

2.3 Method of Payment. Upon execution of this Agreement, Local Government shall submit detailed invoices, in the form or content acceptable to GEFA, in its sole discretion. This project is funded, in whole or in part, with funds appropriated for Georgia by the authority of the U.S. Department of Energy (DOE). The Local Government shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments. To facilitate the electronic payment of the Fee, the Local Government shall also provide GEFA with a completed Automated Clearing House (ACH) agreement. GEFA shall pay the Local Government for the invoiced amount within 30 days of GEFA's approval of the invoice.

2.4 Maximum Amount Payable for Fees. GEFA shall in no event be liable for payment to the Local Government in excess of the Fee, except as expressly stated upon modification of terms as identified in Exhibit A, Scope of Work, and pursuant to Section 4.1 herein.

2.5 Claw back/Reimbursement. All awarded funds granted under this Agreement shall be subject to claw back, recoupment or forfeiture in the event funds are erroneously dispersed, unutilized and/or fraudulently or impermissibly spent. In such circumstances, GEFA shall recoup said funds.

## **ARTICLE 3**

### **Access to Records**

3.1 Inspections and Monitoring. GEFA, DOE and its agents, shall have the right to inspect the physical location of any Project undertaken pursuant to this Agreement. Inspections will be conducted during regular business hours.

3.2 Access and Audit. The Local Government shall provide GEFA access to any books, documents, papers, and records of the Local Government to conduct program or financial audits. The Local Government shall keep records of expenses for Services in accordance with generally accepted accounting principles and make the records available to GEFA at mutually convenient times, but in no event more than seventy-two (72) hours after a written request from GEFA is received by the Local Government.

3.3 Georgia Open Records Act. All documents collected or produced by the Local Government for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by the Local Government under the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Local Government shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause.

## ARTICLE 4

### Contract Adjustments and Termination

4.1 Changes. No changes in this Agreement shall be allowed without the execution of a supplemental agreement or written amendment between GEFA and the Local Government.

4.2 Termination for Convenience of the Government (Without Cause). GEFA may at any time, without any reason or cause, terminate this Agreement by giving the Local Government written notice specifying the termination date; provided that in the event of termination under this provision GEFA shall pay to the Local Government all payments properly due: (i) for services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred by the effective date of the termination. In the event of such termination, the Local Government shall have no claim in excess of what is allowed in this section for any sum of money as a result of or relating to such termination.

4.3 Termination for Cause. In the event the Local Government through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in the work hereunder in a reasonable manner or if the conduct of the Local Government impairs or prejudices the interests of GEFA or violates any of the terms, covenants, or provisions of this Agreement, GEFA shall have the right to terminate this Agreement by giving the Local Government notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Local Government to GEFA. Termination of this Agreement shall be without prejudice to any other right or remedy of GEFA.

## ARTICLE 5

### Miscellaneous Provisions

5.1 Miscellaneous Provisions:

5.1.1 Department of Energy: The Local Government shall comply with the requirements for Department of Energy grants and cooperative agreements specified in Exhibit "B", attached hereto and incorporated herein by reference.

5.1.2 Minority Participation Policy: The state of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the state encourages all companies to subcontract portions of any state contract to minority business enterprises. Local Governments who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

5.1.3 Compliance with Executive Orders Concerning Ethics: The Local Government represents that it has complied in all respects with the governor's executive orders concerning ethics matters, including, but not limited to, executive order dated January 10, 2011, (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and executive order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Local Government certifies that any lobbyist employed or retained by the Local Government or his firm has both registered and made the required disclosures required by the executive orders, as amended.

5.1.4 Drug Free Workplace: The Local Government certifies that it has read, understands, and will comply in full with the provisions of O.C.G.A. Sections 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act."

5.1.5 Prohibition against Contingent Fees: As required pursuant to O.C.G.A. Section 50-22-6(d), the Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.

5.1.6 Conflicts of Interest: The Local Government certifies that the provisions of O.C.G.A. Section 45-10-1 et seq concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

5.1.7 Compliance with Federal, State and Local Laws: Local Government shall comply with the requirements for DOE grants and cooperative agreements specified in Exhibit "B," and reporting requirements specified in Exhibit "C" attached hereto and incorporated herein by reference.

5.1.8 Compliance with the Georgia Security and Immigration Compliance Act: Local Government certifies that it will comply with O.C.G.A. Section 13-10-91 relating to the verification of the status of newly hired employees as specified in Exhibit B, attached hereto and incorporated herein by reference.

5.1.9 Applicable Law: The law of Georgia shall govern this Agreement. In case any dispute or controversy arises between the Local Government and GEFA, either party may exercise those legal remedies in the Superior Court of Fulton County, Georgia.

5.1.10 No Assignment: The Local Government may not delegate away its responsibility and obligations under the Agreement or assign any rights it may have under it without the expressed permission of GEFA.

5.1.11 Severability: If a part of this Agreement is invalid, the parties intend to preserve the remainder if the remaining terms provide each party the substantial benefit of its bargain.

5.1.12 Third Party Beneficiaries: Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities, or limitations of liability whatsoever in this Agreement.

5.1.13 Debarment List: No contract shall be awarded to any contractor/bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with executive orders 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901 (the "Debarment list"). For contracts which in the aggregate exceed \$25,000, contractor/bidder specifically warrants and represents that it is not included on the debarment List. Contractor/bidder further agrees that should it be included on the debarment list at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between GEFA and the Local Government.

5.1.14 Multiple Copies: This Agreement may be executed in multiple original counterparts, each of which shall be enforceable against the person or entity signing it, and an original signature by facsimile, electronically shall have the same force and effect as delivery of an original.

5.1.15 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of GEFA.

## 5.2 Matters of Interpretation:

5.2.1 No Estoppel: No course of action or failure to act by GEFA or any of its officers, members, employees, agents, or other representatives shall serve to modify this Agreement, waive rights under it or arising from its breach, or to estop GEFA from enforcing its terms.

5.2.2 Captions: The caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.

5.2.3 Relationship of Parties: Neither this Agreement nor any actions of the parties or their officers or employees will create any agency relationship or joint venture between GEFA and the Local Government. GEFA is not an agent or representative of the Local Government, and the Local Government is not an agent or representative of GEFA.

5.2.4 Independent Local Government: The Local Government is solely responsible for maintenance and payment of any and all taxes, insurances, and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. The Local Government is not GEFA's agent or representative and has no authority to bind or commit GEFA to any agreements or other obligations.

5.2.5 Notices: Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States certified mail, return receipt requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO GEFA:

**Leah Lord**  
Georgia Environmental Finance Authority  
47 Trinity Ave SW  
Fifth Floor  
Atlanta, GA 30334  
Phone: (404) 584-1023  
Email: llord@gefa.ga.gov

AS TO CONTRACTOR:

**Miglena Dimov**  
City of Stone Mountain  
875 Main Street  
Stone Mountain, GA 30083  
Phone: (470) 925-3286  
Email: mdimov@stonemountaincity.org

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed, and delivered by their duly authorized representatives on the day of , 20.

**LOCAL GOVERNMENT:**  
City of Stone Mountain

By:

Name:

Title:

Attest:

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (GEFA):**

By:

Name:

Title:

Attest:

**EXHIBIT A**  
**SCOPE OF WORK**

LOCAL GOVERNMENT: City of Stone Mountain

CONTRACT #: SEP\_StoneMountain

**I. GENERAL PROVISIONS FOR FOLLOWING STATE ENERGY PROGRAM GRANT**

The scope of work provided under this exhibit is based on application responses provided by the community.

Based upon the application submitted, the City of Stone Mountain is choosing to utilize the awarded State Energy Program (SEP) Grant funding to pursue energy efficient upgrades, such as energy audits, retrofits and upgrades for community buildings and facilities. This program focuses on enhancing energy efficiency through a systematic approach of energy audits and subsequent building upgrades. This funding seeks to identify potential energy savings opportunities, improve energy performance and decrease operational costs within selected buildings. Energy assessments and audits offer insight into potential energy-saving opportunities within buildings. These assessments provide decision-makers with crucial technical and financial data necessary for evaluating and approving retrofits aimed at energy efficiency, electrification, and grid interactivity. Retrofitting existing buildings also presents an opportunity to improve the energy performance and operational costs of building assets. Communities pursuing SEP Mini Grants will utilize funding to accomplish one or more activities listed as an eligible use of grant funding under SEP funding guidance. General activity descriptions are listed below.

Activities under this project include:

- Building Energy Assessments
- Energy Audits
- Building Upgrades, including
  - Energy Efficiency and Cost Saving Measures
  - Energy Management Systems, including grid interactive equipment
  - Building Electrification Measures

The City of Stone Mountain will be responsible for successfully meeting key objectives/outcomes outlined in their application, including but not limited to conducting energy audits and building upgrades to county owned facilities, such as the City Hall and Police Department building, resulting in reduction of operational expenses and enhancing energy efficiency. Specific information such as building address and age will need to be provided prior to audit and/or upgrades occurring. Retrofit activities must result in energy savings or improved energy efficiency. Utilizing funding for new construction or non-replacement equipment is not permissible.

Upon execution of this Agreement, the community shall submit a detailed monthly invoice in the form and content acceptable to GEFA, in its sole discretion. This project is funded, in whole or in part, with funds appropriated by the State Energy Program for Georgia by the authority of the U.S. Department of Energy (DOE). The Contractor shall comply with all applicable laws, ordinances, and codes of the

federal, state, and local governments. To facilitate the electronic payment of the Fee, Contractor shall also provide GEFA with a completed Automated Clearing House (ACH) agreement. GEFA shall pay the Contractor for the invoiced amount within 30 days of GEFA's approval of the invoice.

## II. METRICS

Based on the project outlined in the application, the City of Stone Mountain will be asked to maintain records of relevant metrics that result from the project. These records will be used to track project savings and achievements and disclosed in federal reporting required of GEFA. Metrics we are asking communities to track will be based on the proposed project scope and are listed below. The list below is not exhaustive and may not include all metrics due to the fact that project plans may change as the project progresses. As well, all metrics listed may not be applicable to your project.

### Metrics to be tracked based on Energy Audits and Building Upgrades

#### Metrics if only audit-

Energy audits [by sector]	Number of investment audits grade (IGAs) performed
	Square footage of IGAs performed (ft <sup>2</sup> )
	Number of building energy audits performed
	Square footage of building energy audits performed (ft <sup>2</sup> )

#### Metrics if audit and retrofits-

Energy audits [by sector]	Number of investment audits grade (IGAs) performed
	Square footage of IGAs performed (ft <sup>2</sup> )
	Number of building energy audits performed
	Square footage of building energy audits performed (ft <sup>2</sup> )
Equipment Purchased- Units of equipment purchased [by type] [sector]	Number of energy efficient units: HVAC units, streetlights, water heating units, IT systems or software package, outdoor area lights purchased, building automation systems, heat pumps, window, venting, other ENERGY STAR, other

## BUDGET

Description	Budget
Energy Efficient Building Audits, Upgrades and Retrofits	\$75,000.00
<b>Totals</b>	<b>\$75,000.00</b>

**EXHIBIT B****DEPARTMENT OF ENERGY SPECIAL TERMS AND CONDITIONS**

Please click on the [provided document](#) to review the DOE-specific terms and conditions, then check this box to signify your acceptance of the terms and conditions. A PDF version of the DOE-specific terms and conditions can be obtained by clicking the download button within the document.

☐

**EXHIBIT C**  
**OTHER REQUIREMENTS**

Department of Energy Office of Energy Efficiency and Renewable Energy NEPA Determination

RECIPIENT: State Energy Program - Office of State and Community Energy Programs -Recipients with a Historic Preservation Programmatic Agreement

STATE: GA

PROJECT TITLE: State Energy Program - Program Year 2023 - Formula Awards - Administrative and Legal Requirements Document (ALRD)

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

**A9 Information gathering, analysis, and dissemination**

Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)

**A11 Technical advice and assistance to organizations**

Technical advice and planning assistance to international, national, state, and local organizations.

**B2.2 Building and equipment instrumentation**

Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).

**B5.1 Actions to conserve energy or water**

(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power

storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.

#### B5.14 Combined heat and power or cogeneration systems

Conversion to, replacement of, or modification of combined heat and power or cogeneration systems (thesequential or simultaneous production of multiple forms of energy, such as thermal and electrical energy, in a single integrated system) at existing facilities, provided that the conversion, replacement, or modification would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources.

#### B5.16 Solar photovoltaic systems

The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

#### B5.17 Solar thermal systems

The installation, modification, operation, and removal of commercially available small scale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

#### B5.18 Wind turbines

The installation, modification, operation, and removal of a small number (generally not more than 2) of commercially available wind turbines, with a total height generally less than 200 feet (measured from the ground to the maximum height of blade rotation) that (1) are located within a previously disturbed or developed area; (2) are located more than 10 nautical miles (about 11.5 miles) from an airport or aviation navigation aid; (3) are located more than 1.5 nautical miles (about 1.7 miles) from National Weather Service or Federal Aviation Administration Doppler weather radar; (4) would not have the potential to cause significant impacts on bird or bat populations; and (5) are sited or designed such that

the project would not have the potential to cause significant impacts to persons (such as from shadow flicker and other visual effects, and noise). Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. Covered actions include only those related to wind turbines to be installed on land.

#### B5.19 Ground source heatpumps

The installation, modification, operation, and removal of commercially available small scale ground source heat pumps to support operations in single facilities (such as a school or community center) or contiguous facilities (such as an office complex) (1) only where (a) major associated activities (such as drilling and discharge) are regulated, and (b) appropriate leakage and contaminant control measures would be in place (including for cross-contamination between aquifers); (2) that would not have the potential to cause significant changes in subsurface temperature; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

#### B5.20 Biomass power plants

The installation, modification, operation, and removal of small-scale biomass power plants (generally less than 10 megawatts), using commercially available technology (1) intended primarily to support operations in single facilities (such as a school and community center) or contiguous facilities (such as an office complex); (2) that would not affect the air quality attainment status of the area and would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

#### B5.22 Alternative fuel vehicle fueling stations

The installation, modification, operation, and removal of alternative fuel vehicle fueling stations (such as for compressed natural gas, hydrogen, ethanol and other commercially available biofuels) on the site of a current or former fueling station, or within a previously disturbed or developed area within the boundaries of a facility managed by the owners of a vehicle fleet. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

#### B5.23 Electric vehicle charging stations

The installation, modification, operation, and removal of electric vehicle charging stations, using commercially available technology, within a previously disturbed or developed area. Covered actions are limited to areas where access and parking are in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the annually appropriated State Energy Program (SEP) as authorized by Title III, Energy Policy and Conservation Act, as amended. The goal of the SEP is to provide leadership to maximize the benefits of energy efficiency and renewable energy through communications and outreach activities, technology deployment, and new partnerships and resources.

Under the SEP Formula Awards as outlined in the Administrative Legal Requirements Document (ALRD) ProgramYear 2023, (SEP-ALRD-2023), DOE would provide funds in formula-based awards to all 50 States, Territories, and theDistrict of Columbia (hereinafter "Recipients"). Estimated individual Recipient allocations are included in the ALRD.

This NEPA determination is specific to the 55 SEP Recipients\* with a DOE executed Historic Preservation Programmatic Agreement for activities that are funded by the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document (SEP ALRD 2023), Petroleum Violation Escrow funds, ARRA Financing Programsand/or funds repurposed from ARRA Financing Programs, as applicable. Most Recipients elected to include theirARRA Financing Programs and/or funds repurposed from ARRA Financing Programs under this NEPA determinationin order to have one NEPA determination for all three funding sources. Recipients who elected to continue to utilizetheir ARRA NEPA Template and NOT include their ARRA Financing Programs and/or funds repurposed from ARRAFinancing Programs under this NEPA determination will have a document titled "2023 SEP Recipient with ARRA Template" attached to this NEPA determination.

The SEP Recipient without a DOE executed Historic Preservation Programmatic Agreement has a separate NEPA determination: GFO-SEP-ALRD 2023B.

DOE has determined the following Bounded Categories of activities that are funded by SEP-ALRD-2023, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulativeimpacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with"integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

Activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old andwithout ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet torequest a review of activities that are listed below on tribal homes/buildings forty-five(45) years and older and/orground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a HistoricPreservation Worksheet.

#### Bounded Categories:

1. Administrative activities associated with management and operation of the designated State Energy Office andmanagement of programs and strategies to encourage energy efficiency and renewable energy, including meetings,travel, and energy audits.
2. Development and implementation of programs, plans, and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
3. Development and implementation of classroom or online training programs.
4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
5. Implementation of financial incentive programs including rebates and energy savings performance contracts for existing facilities; grants and loans to support energy efficiency, renewable energy and energy/water saving projects.All project activities funded under a financial incentive program must be listed within the Bounded Categories in thisNEPA determination.
6. Funding commercially available energy or energy/water efficiency or renewable energy upgrades, provided thatprojects adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require



structural reinforcement, no trees are removed, are appropriately sized, and are limited to:

- a. Installation of insulation
- b. Installation of energy efficient lighting including light poles (may also be installed within a utility easement if no trees are removed)
- c. HVAC upgrades (to existing systems)
- d. Weather sealing
- e. Purchase and installation of energy efficient or energy/water efficient home and commercial appliances and equipment (including, but not limited to, energy or water monitoring and control systems, thermostats, furnaces and air conditioners).
- f. Retrofit of energy efficient pumps and motors for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission or operation of an existing facility.
- g. Retrofit and replacement of windows and doors
- h. Installation of Combined Heat and Power System—systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.
- i. Battery Energy Storage System - not to exceed 1,000kWh capacity.

7. Development, implementation, and installation of onsite renewable energy technology, provided that projects adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and limited to:

- a. Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW.
- b. Wind Turbine—20 kW or smaller.
- c. Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
- d. Ground Source Heat Pump—5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
- e. Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies(BACT) installed and operated.

8. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station.

9. Purchase of alternative fuel vehicles.

10. Installation of electric vehicle supply equipment (EVSE), including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE. Installation of EVSE on Tribal Lands, or installations of EVSE that may affect historic properties located on Tribal Lands, is excluded from this Bounded Category, without first contacting your DOE Project Officer who will coordinate with the DOE NEPA Specialist.

States shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement.

All activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. The documentation must be available for DOE review upon request. Recipients are required to participate in DOE led training on NEPA and Historic Preservation which would include the additional reporting requirements for the above activities prior to commencing work on the above activities. The training is available at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816). Recipients are responsible for contacting NEPA with any NEPA or historic preservation questions at [GONEPA@ee.doe.gov](mailto:GONEPA@ee.doe.gov).

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA) and inform DOE of activities in the 100-year floodplain and wetlands.

Recipients shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the activities described in Bounded Categories 1-6g above that would occur in the 100-year floodplain (hereinafter "floodplain") or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable. All activities (except those under Bounded Categories 1-6g) must document those activities do not occur in the floodplain or wetland. Activities occurring in the floodplain or wetland (except those under Bounded Categories 1-6g) are subject to additional NEPA review and approval by DOE.

For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>) for review by DOE.

Most activities listed under "Bounded Categories" are more restrictive than the Categorical Exclusion. The restrictions must be followed for the Bounded Category to be applicable.

\* SEP Recipients with a historic preservation programmatic agreement: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

## NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks: This NEPA Determination only applies to activities funded by the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable. All

activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. Recipients must have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to activities funded by sources other than the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable, or activities that do not fit within the restrictions of the Bounded Categories listed above, or to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement.

Include the following condition in the financial assistance agreement:

Activities/projects not listed under "Bounded Categories" are subject to additional NEPA review and approval by DOE whether the intention is to use SEP formula, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable for a project. For activities/projects requiring additional NEPA review, Recipients must complete the environmental questionnaire (<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.

1. This NEPA Determination only applies to activities funded by the SEP Program Year 2023 Formula Grants Administrative and Legal Requirements Document, Petroleum Violation Escrow funds, ARRA Financing Programs and/or funds repurposed from ARRA Financing Programs, as applicable.
2. All activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. The documentation must be available for DOE review upon request.
3. Activities not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire 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.
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 on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Bounded Categories" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Bounded Categories" must be followed.
8. Recipients are responsible for reviewing the online NEPA and Historic preservation training

at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting NEPA with any questions [GONEPA@ee.doe.gov](mailto:GONEPA@ee.doe.gov).

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

**Notes:**

Office of State and Community Energy Programs - SEP

This NEPA Determination requires legal review of the tailored NEPA provision.

NEPA review completed by Diana Heyder, 02/28/23

**FOR CATEGORICAL EXCLUSION DETERMINATIONS**

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review

**EXHIBIT D****CONTRACTOR AFFIDAVIT UNDER O.C.G.A. Section 13-10-91(b)(1).**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the Georgia Environmental Finance Authority has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. Section 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. Section 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number **(E-Verify Number)**

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on , 20[, in (city), (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE DAY OF , 20[.

NOTARY PUBLIC

My Commission Expires:

**EXHIBIT E****Contractor Employee Whistleblower Rights and Requirement to  
Inform Employees of Whistleblower Rights (APR 2014)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.