

## RE: Legal Doc Review for EBERP

McKinney, Nathan <nmckinney@dconc.gov>

Wed 8/14/2024 3:06 PM

To: Pendell, Megan E. <mpendell@dconc.gov>; Keefer, John <jkeefe@dconc.gov>

Cc: Freid, Tobin L. <tfreid@dconc.gov>

Hi Megan,

The Energy Efficiency and Conservation Block Grant Program Subaward Agreement with Central Pines Regional Council for \$142,799 is approved as to form.

Thank you

Noted for the legal department file:

[Central Pines Regional Council \(centralpinesnc.gov\)](http://centralpinesnc.gov)

[TJCOG Transitions to Central Pines Regional Council | Central Pines Regional Council \(centralpinesnc.gov\)](#)

[Chapter 160A - Article 20 \(ncleg.gov\)](http://ncleg.gov)

Part 2. Regional Councils of Governments.

### § 160A-470. Creation of regional councils; definition of "unit of local government".

(a) Any two or more units of local government may create a regional council of governments by adopting identical concurrent resolutions to that effect in accordance with the provisions and procedures of this Part. To the extent permitted by the laws of its state, a local government in a state adjoining North Carolina may participate in regional councils of governments organized under this Part to the same extent as if it were located in this State. The concurrent resolutions creating a regional council of governments, and any amendments thereto, will be referred to in this Part as the "charter" of the regional council.

(b) For the purposes of this Part, "unit of local government" means a county, city, or consolidated city-county. (1971, c. 698, s. 1; 1973, c. 426, s. 71.)

### § 160A-471. Membership.

Each unit of local government initially adopting a concurrent resolution under G.S. 160A-470 shall become a member of the regional council. Thereafter, any local government may join the regional council by ratifying its charter and by being admitted by a majority vote of the existing members. All of the rights and privileges of membership in a regional council of governments shall be exercised on behalf of its member governments by their delegates to the council. (1971, c. 698, s. 1; 1973, c. 426, s. 72.)

### § 160A-472. Contents of charter.

The charter of a regional council of governments shall:

- (1) Specify the name of the council;
- (2) Establish the powers, duties, and functions that it may exercise and perform;
- (3) Establish the number of delegates to represent the member governments, fix their terms of office, provide methods for filling vacancies, and prescribe the compensation and allowances, if any, to be paid to delegates;
- (4) Set out the method of determining the financial support that will be given to the council by each member government;
- (5) Establish a method for amending the charter, and for dissolving the council and liquidating its assets and liabilities.

In addition, the charter may, but need not, contain rules and regulations for the conduct of council business and any other matter pertaining to the organization, powers, and functioning of the council that the member governments deem appropriate. (1971, c. 698, s. 1.)

### § 160A-473. Organization of council.

Upon its creation, a regional council shall meet at a time and place agreed upon by its member governments and shall organize by electing a chairman and any other officers that the charter may specify or the delegates may deem advisable. The council shall then adopt bylaws for the conduct of its business. All meetings of the council shall be open to the public. (1971, c. 698, s. 1.)

### § 160A-474. Withdrawal from council.

Any member government may withdraw from a regional council at the end of any fiscal year by giving at least 60 days' written notice to each of the other members. Withdrawal of a member government shall not dissolve the council if at least two members remain. (1971, c. 698, s. 1.)

#### **§ 160A-475. Specific powers of council.**

The charter may confer on the regional council any of the following powers:

- (1) To apply for, accept, receive, and dispense funds and grants made available to it by the State of North Carolina or any agency thereof, the United States of America or any agency thereof, any unit of local government (whether or not a member of the council), and any private or civic agency.
- (2) To employ personnel.
- (3) To contract with consultants.
- (4) To contract with the State of North Carolina, any other state, the United States of America, or any agency thereof, for services.
- (5) To study regional governmental problems, including matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning, and regional development.
- (6) To promote cooperative arrangements and coordinated action among its member governments.
- (7) To make recommendations for review and action to its member governments and other public agencies which perform functions within the region in which its member governments are located.
- (7a) For the purpose of meeting the regional council's office space and program needs, to acquire real property by purchase, gift, or otherwise, and to improve that property. The regional council may pledge real property as security for indebtedness used to finance acquisition of that property or for improvements to that real property, subject to approval by the Local Government Commission as required under G.S. 159-153. A regional council may not exercise the power of eminent domain.
- (7b) To carry out the powers, duties, and responsibilities granted pursuant to Chapter 157 of the General Statutes except the power of eminent domain. This subdivision does not apply to cities with a population of greater than 250,000 according to the latest federal decennial census.
- (8) **(See Editor's Note)** Any other powers that are exercised or capable of exercise by its member governments and desirable for dealing with problems of mutual concern to the extent such powers are specifically delegated to it from time to time by resolution of the governing board of each of its member governments which are affected thereby, provided, that no regional council of governments shall have the authority to construct or purchase buildings, or acquire title to real property, except for the purposes permitted under subdivision (7a) of this section or in order to exercise the authority granted by Chapter 260 of the Session Laws of 1979.
- (9) **(See Editor's Note)** Any other powers that are exercised or capable of exercise by its member governments and desirable for dealing with problems of mutual concern to the extent such powers are specifically delegated to it from time to time by resolution of the governing board of each of its member governments which are affected thereby, provided, that no regional council of governments shall have the authority to construct or purchase buildings, or acquire title to real property, except for the purposes permitted under subdivision (7a) of this section or in order to exercise the authority granted by Chapter 260 of the Session Laws of 1979, or the powers, duties, and responsibilities granted to the regional council pursuant to Chapter 157 of the General Statutes. Nothing in this subdivision permits a regional council to exercise the power of eminent domain. This subdivision does not apply to cities with a population of greater than 250,000 according to the latest federal decennial census. (1971, c. 698, s. 1; 1975, c. 517, ss. 1, 2; 1979, c. 902; 2005-290, s. 1; 2006-211, s. 1; 2017-178, ss. 2, 3.)

#### **§ 160A-476. Fiscal affairs.**

Each unit of local government having membership in a regional council may appropriate funds to the council from any legally available revenues. Services of personnel, use of equipment and office space, and other services may be made available to the council by its member governments as a part of their financial support. (1971, c. 698, s. 1; 1973, c. 426, s. 73.)

#### **§ 160A-477. Reports.**

Each regional council shall prepare and distribute to its member governments and to the public an annual report of its activities including a financial statement. (1971, c. 698, s. 1.)

#### **§ 160A-478. Powers granted are supplementary.**

The powers granted to cities and counties by this Article are supplementary to any powers heretofore or hereafter granted by any other general law, local act, or city charter for the same or similar purposes. (1971, c. 698, s. 1.)

**Sincerely,**

**NATHAN L. MCKINNEY | Senior Assistant County Attorney**

**\*Legal Department colleagues may receive a copy of this email – confidentiality still applies.**

**\*I am generally not available on Mondays**



**County Attorney**

[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)

P.O. Box 3508

Durham, North Carolina 27702

Office (919) 560-0395 | Fax (919) 328-6342 | Cell 984-260-5908

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or by telephone at the telephone number listed (if available).

---

**From:** Pendell, Megan E. <[mpendell@dconc.gov](mailto:mpendell@dconc.gov)>  
**Sent:** Wednesday, August 14, 2024 1:20 PM  
**To:** McKinney, Nathan <[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)>; Keefer, John <[jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)>  
**Cc:** Freid, Tobin L. <[tfreid@dconc.gov](mailto:tfreid@dconc.gov)>  
**Subject:** Re: Legal Doc Review for EBERP

Thank you both for making that so easy! Yes, the Term Start and End dates will be filled in once the contract is signed and those dates can be confirmed by DOE.

All other changes have been made. I'm attaching the updated drafts for reference and will be sure to share the final versions with you Nathan once the contract is signed.

Have a wonderful day!  
Megan

Megan Pendell  
Sustainability Specialist  
Durham County  
919.608.5982  
[Greener Durham](#)

*Durham County resides on the Indigenous lands of the Catawba (ka-tah-buh), Cheraw (cher-aw), Eno (ee-no), Lumbee (lum-bee), Occaneechi (oak-a-nee-chee), Shakori (shuh-kor-ee), and Tuscarora (tuh-skuh-roar-uh) peoples.*

---

**From:** McKinney, Nathan <[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)>  
**Sent:** Wednesday, August 14, 2024 1:10 PM  
**To:** Keefer, John <[jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)>; Pendell, Megan E. <[mpendell@dconc.gov](mailto:mpendell@dconc.gov)>  
**Cc:** Freid, Tobin L. <[tfreid@dconc.gov](mailto:tfreid@dconc.gov)>  
**Subject:** RE: Legal Doc Review for EBERP

No worries thank you for the update – I'll stand by ready for the updated versions and should be able to process them pretty quickly

Sincerely,

**NATHAN L. MCKINNEY | Senior Assistant County Attorney**

**\*Legal Department colleagues may receive a copy of this email – confidentiality still applies.**

**\*I am generally not available on Mondays**



County Attorney

[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)

P.O. Box 3508

Durham, North Carolina 27702

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or by telephone at the telephone number listed (if available).

---

**From:** Keefer, John <[jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)>  
**Sent:** Wednesday, August 14, 2024 12:24 PM  
**To:** McKinney, Nathan <[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)>; Pendell, Megan E. <[mpendell@dconc.gov](mailto:mpendell@dconc.gov)>  
**Cc:** Freid, Tobin L. <[tfreid@dconc.gov](mailto:tfreid@dconc.gov)>  
**Subject:** RE: Legal Doc Review for EBERP

Nathan:

For last item on Conflict of Interest, that would be my fault. I had provided the template for the grant agreement to Megan and Tobin a while ago – they've been working hard on this particular grant for many months now – and I had not provided them with the updated version after we added the enhanced Conflict of Interest language. So that is entirely my fault. I've attached a sample to this email so that Megan can just cut and paste the updated Section 5.4 into the documents as otherwise prepared.

Megan and Tobin – that's the only structural change we've made to the template from what you were provided previously.

John Keefer  
County Grants Administrator



200 East Main Street, Third Floor  
Durham, North Carolina 27701  
Office: 919-287-4612  
Work Cell: 984-260-5556  
Email: [jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)

---

**From:** McKinney, Nathan <[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)>  
**Sent:** Wednesday, August 14, 2024 11:44 AM  
**To:** Pendell, Megan E. <[mpendell@dconc.gov](mailto:mpendell@dconc.gov)>  
**Cc:** Keefer, John <[jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)>; Freid, Tobin L. <[tfreid@dconc.gov](mailto:tfreid@dconc.gov)>  
**Subject:** RE: Legal Doc Review for EBERP

Hi Megan – sure thing and thank you for the follow-up,

I've completed my review and just have a few items:

- I assume Term Start and End dates will be filled in at Section 1.7.
- Any reference to Tiffany Murray as our CFO can be updated to Crystally Wright as our Interim CFO.
- The template for this agreement contains a large section 5.4(c) that is different from these, and is an explanation of (and requirements for) our Conflict of Interest policy.
  - Is there a reason why that section is not in any of these agreements?

Kindly fill me in on the above when you get a moment – thanks again!

**Sincerely,**

**NATHAN L. MCKINNEY | Senior Assistant County Attorney**

**\*Legal Department colleagues may receive a copy of this email – confidentiality still applies.**

**\*I am generally not available on Mondays**



County Attorney

[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)

P.O. Box 3508

Durham, North Carolina 27702

Office (919) 560-0395 | Fax (919) 328-6342 | Cell 984-260-5908

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or by telephone at the telephone number listed (if available).

---

**From:** Pendell, Megan E. <[mpendell@dconc.gov](mailto:mpendell@dconc.gov)>  
**Sent:** Wednesday, August 14, 2024 10:06 AM  
**To:** McKinney, Nathan <[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)>  
**Cc:** Keefer, John <[jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)>; Freid, Tobin L. <[tfreid@dconc.gov](mailto:tfreid@dconc.gov)>  
**Subject:** Re: Legal Doc Review for EBERP

Good morning, Nathan!

Hope you're doing well. Friendly check in about my email below. Please let me know if you need any more information!

Thanks for your time and insight,  
Megan

Megan Pendell  
Sustainability Specialist  
Durham County  
919.608.5982  
[Greener Durham](#)

*Durham County resides on the Indigenous lands of the Catawba (ka-tah-buh), Cheraw (cher-aw), Eno (ee-no), Lumbee (lum-bee), Occaneechi (oak-a-nee-chee), Shakori (shuh-kor-ee), and Tuscarora (tuh-skuh-roar-uh) peoples.*

---

**From:** Pendell, Megan E.  
**Sent:** Thursday, August 1, 2024 3:54 PM  
**To:** McKinney, Nathan <[nmckinney@dconc.gov](mailto:nmckinney@dconc.gov)>  
**Cc:** Keefer, John <[jkeefe@dconc.gov](mailto:jkeefe@dconc.gov)>; Freid, Tobin L. <[tfreid@dconc.gov](mailto:tfreid@dconc.gov)>  
**Subject:** Legal Doc Review for EBERP

Good afternoon, Nathan!

I have final drafts of our full grant agreement contracts with our four subrecipients for EBERP - the EECBG competitive grant we were awarded. Would you please review them and make sure they're satisfactory as we await the final information from DOE? Please let me know if I can provide any more details.

Thanks so much,  
Megan

Megan Pendell  
Sustainability Specialist  
Durham County

919.608.5982

[Greener Durham](#)

*Durham County resides on the Indigenous lands of the Catawba (ka-tah-buh), Cheraw (cher-aw), Eno (ee-no), Lumbee (lum-bee), Occaneechi (oak-a-nee-chee), Shakori (shuh-kor-ee), and Tuscarora (tuh-skuh-roar-uh) peoples.*

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.