

## **MAYOR AND BOARD OF COMMISSIONERS**

MAYOR ROBERT WILLIAMS

LINDA VIRGIL

RANDALL COLLIE

DON PATEL

DAVID PRIDE

**BEVERLY DAVIS** 

# **ADMINISTRATION**

STEVIE COX, TOWN ADMINISTRATOR
TRACY SULLIVAN, TOWN CLERK
MARGE WIECEK, FINANCE OFFICER
BRIAN SULLIVAN, PUBLIC WORKS DIRECTOR
BRIAN PRIDGEN, TOWN ATTORNEY

June 15, 2021

5:00 PM



## AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION

## IV. PLEDGE OF ALLEGIANCE

Mayor Williams will lead the Commissioners and those in attendance in reciting the Pledge of Allegiance to the Flag.

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all."

# V. PUBLIC HEARING - 2021/2022 BUDGET

## VI. NEW BUSINESS

- a. Consideration by the Board to adopt the 2021/2022 Budget.
- Consideration by the Board to adopt R-2021-04 Resolution by Governing Body of the Town of Sharpsburg accepting the Letter of Conditions, Loan Resolution and Security Agreement from the USDA.

## VII. ADJOURNMENT

<u>SPECIAL NOTICE:</u> Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Tracy Sullivan at 252-446-9441 ext.221 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

"The Town of Sharpsburg is an equal opportunity provider and employer."

To file a complaint of discrimination, write to: USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W. Stop 9410, Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202)720-6382.

June 8, 2021

Dear Mayor Williams and Town Council,

### Reference: Town Administrator's Budget Message

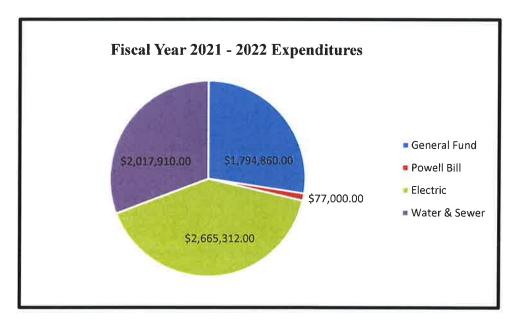
Per the State of North Carolina General Statutes and the Town of Sharpsburg Code of Ordinances, the Town Administrator is required to present to the Town Council a proposed budget for the upcoming Fiscal Year that is balanced. This task is one that I do not take lightly and it is by far the most important task that I will do each year. Therefore, it is my pleasure to provide an overview of the proposed Fiscal Year 2021 – 2022 budget.

In the Fiscal Year 2021 - 2022 Budget, I have worked with the Management Team to come up with a fiscally sound and conservative budget. This proposed budget is balanced with projected revenues and does require an allocation from both the General and Enterprise Fund Balance. The total proposed budget for the Fiscal Year is \$6,537,082. The table listed below breaks down how those funds are allocated.

Fiscal Year 2020 -2021

Funds	Allocation Amount
General Fund	\$1,776,860
Electric Fund	\$2,665,312
Water and Sewer Fund	\$2,017,910
Powell Bill	\$77,000
Total	\$6,537,082

The Proposed Budget does include Fund Balance Appropriations of \$974,246 to balance the budget for Fiscal Year 2021 – 2022. I do not expect that the total Fund Balance Allocation will be needed for the entire year; however, I do expect that we will be able to take certain steps to reduce the size of this allocation. Furthermore, it does include a \$0.10 property tax increase. The new property tax rate will be \$0.65 per \$100.



**Growth Factors in Fiscal Year 2021 – 2022:** Over the next Fiscal Year, the owners of Weaver Mobile Home Park have stated that they intend to fully develop the site. They will install 220 additional mobile homes. Currently, eighty (80) units are occupied. This will increase the total number of units to 300 mobile homes. When the property is completely built out and fully occupied, the Weaver Mobile Home Park will bring an additional 600 - 900 residents to the population of Sharpsburg. The Town's current population is about 1,945 residents and this development will increase the Town's population by almost 47 percent.

The growth of the Weaver Mobile Home Park will affect the Town of Sharpsburg in three particular ways. First, the population increase will increase the number of utility customers. This will result in an increase in revenue and expenditures for the Electric, Water and Sewer Enterprise Funds. Secondly, we expect that there will be a slight increase for revenue in the General Fund due to the increased tax base. Finally, the Town Council will need to consider increasing the police presence in this area.

## Proposed Budget for Fiscal Year 2021 – 2022 Overview

The Fiscal Year 2021 – 2022 Budget contains two new additions that were not included in last year's budget. In March 2021, the Town Council decided to move forward with the creation of the **Sharpsburg Tri-County Senior Center**. This program will be housed in the Old Southern Bank Building that the Town has owned since 2015. The proposed Senior Center will be managed under the **Governing Body** and will have a budget of \$37,800. This will include the operations and programs cost.

The **Police Department** has requested that the Town Council approve the cost of an additional **Police Officer.** The Weaver Mobile Home Park Growth will increase the Town's populations by 47 percent. This population growth will affect the Wilson County side of Sharpsburg and there are concerns about an increase in criminal activity. In an effort to reduce criminal activity, it is necessary to place a Police Officer in the area of the Weaver Mobile Home Park. The Police Chief has proposed that on each shift there would be two police officers working. One Police Officer would be assigned to the Wilson and Edgecombe County side and other Officer would work the Nash County side of Town. Both Police Officers would be able to assist the other officer, if needed. Furthermore, this would allow the officers to become more familiar with the people on both sides of Town.

Under the **Governing Body**, I am recommending a budget of \$172,755. This includes the funding for the new Sharpsburg Tri-County Senior Center with a total budget of \$37,800. Furthermore, I have included \$5,000 in Capital Outlays for the specific renovations to the Town Hall.

The **Administration** Budget will be reduced by 25 percent. This is due to removal of COID-19 Relief Fund (CFR) Grant. The total budget will be \$142,455.

The recommended **Police Department Budget** will be \$1,004,150. This budget includes the additional officer and the leasing of two additional police vehicles.

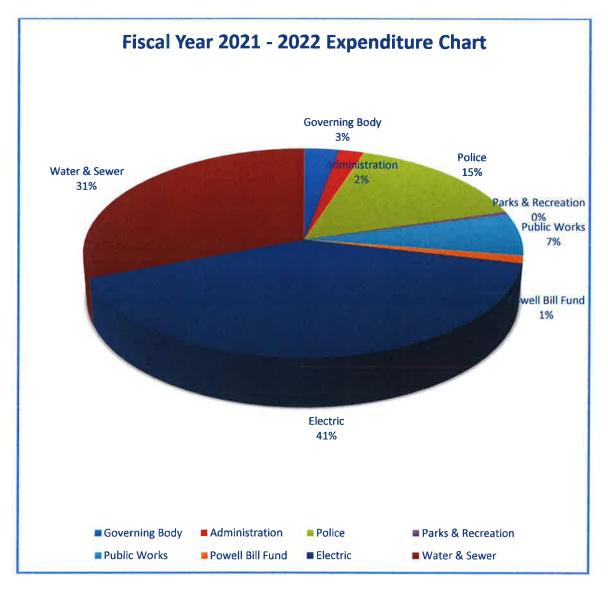
The **Parks and Recreation Department** Budget will remain the same as in Fiscal Year 2020 - 2021. The proposed budget is \$29,500.

The proposed **Public Works Department** Budget will be \$428,000. This will be slightly less than the budget in Fiscal Year 2020 - 2021.

The recommended **Powell Bill** Budget is \$77,000. The proposed budget is about \$36,000 less than the previous Fiscal Year.

The proposed **Electric Department** Budget is \$2,665,312. This includes funding for scheduled substation maintenance and the purchase of a new lawn mower which will be under Capital Outlays.

The requested **Water and Sewer Department** Budget will be \$2,017,910. This includes \$19,000 Sewer I&I Grant Match requirement and additional funding for the Meter Change-Out Program.



### Conclusion

Since March 15, 2020, the Town of Sharpsburg, as all of America, has been affected by the shutdown of COVID-19. It is expected that the Town will face a revenue shortfall in the Utilities Enterprise Funds. The Town's Audit and the Local Government Commission correspondence has stated that the Property Taxes, Water and Sewer Rates are not covering the expenditures. This has resulted in having to allocate fund balance from the General Electric Fund and Water and Sewer Fund to balance the

budget. In the coming years, the Town Council will need to consider raising the Property Tax Rate and the Water and Sewer Rates.

At the beginning of the budget process, I instructed the Department Heads to prepare their departments budgets based on Fiscal Year 2020 – 2021 numbers. This was done with consideration of the following factors: expected losses in revenue from the enterprise funds. Other factors were also considered. This would include the findings from the Town's Audits and the Local Government Commission's recommendations. The Local Government Commission has stated that they are concerned with the Water and Sewer Fund not been self-sustaining. Therefore, It is my recommendation that in Fiscal Year 2022 – 2023, the Town Council phase in raising of the Property Tax, Water and Sewer rates to address those shortfalls over a two or three year period.

This has been one of the most difficult budget years for the Town of Sharpsburg. Over the next couple of years, it is my expectations to work with Town Council to shore up those deficits and be revenue and expenditure neutral. I would like to thank the department heads for their hard work in assembling this budget. More importantly, I would like to thank Mayor Williams and the other Town Council members for their input in this final budget. Therefore, it is my pleasure to present to you the final Budget for Fiscal Year 2021 – 2022.

Sincerely,

Stevie Cox Town Administrator

### **TOWN OF SHARPSBURG**

### **BUDGET ORDINANCE 0-2021-01**

**FISCAL YEAR 2020-2021** 

**NOW THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Town of Sharpsburg, North Carolina, meeting in regular session this, the 15<sup>th</sup> day of June 2021 that the following Fund revenues and Department expenditures and expenses, together with certain restrictions and authorizations, are adopted:

### SECTION 1: FY 2021 - 2022 BUDGET SUMMARY

TOTAL GENERAL FUND EXPENDITURES

The following amounts are hereby appropriated in the General Fund for the operation of the Town Government and its activities for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022:

### **GENERAL FUND**

REVENUES BY SOURCE	AMOUNT
Ad Valorem Taxes	\$379,454
Other Taxes	151,800
Unrestricted Intergovernmental Revenues	320,000
Restricted Intergovernmental Revenues	0
Permits & Fees	11,270
Service Charges - Sanitation	296,500
Investment Earnings	2,000
Miscellaneous Revenues	5,000
Appropriated Fund Balance	309,253
Transfer from Electric Fund	301,583
Transfer from Water & Sewer Fund	0
TOTAL GENERAL FUND REVENUES	\$1,776,860
EXPENDITURES BY DEPARTMENT	
Governing Board	\$172,755
Administration	142,455
Police Department	1,004,150
Parks & Recreation	29,500
Public Works	428,000

The following amounts are hereby appropriated in the Powell Bill Fund for the operation of Powell Bill activities for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022:

\$1,776,860

## **POWELL BILL FUND**

REVENUES BY SOURCE	AMOUNT
Restricted Intergovernmental Revenues	\$52,000
Transfer from Powell Bill Fund Balance	25,000
TOTAL POWELL BILL FUND REVENUES	\$77,000
DEPARTMENT EXPENDITURES	
Resurfacing Program	\$56,000
Other Street Repairs	4,528
Moore Street Railroad Crossing	2,300
Street Sweeping Contract	
Capital Leases	14,172
TOTAL POWELL BILL FUND EXPENDITURES	\$77,000

The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022:

## **ELECTRIC FUND**

REVENUES BY SOURCE	AMOUNT
Investment Earnings	\$3,500
Miscellaneous Revenue	500
Electric Charges	2,466,562
Electric Sales Tax	164,250
Connection Fees	2,500
Penalty Fees	28,000
TOTAL ELECTRIC FUND REVENUES	\$2,665,312
DEPARTMENT EXPENSES	
Electric Operations	\$2,363,729
Budgeted Transfer to the General Fund	301,583
Debt Service	
TOTAL ELECTRIC FUND EXPENSES	\$2,665,312

#### WATER & SEWER FUND

The following amounts are hereby appropriated in the Water & Sewer Fund for the operation of the water and sewer utility for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022:

AMOUNT

REVEROES DI SOURCE	AMOUNT
Water/Sewer Charges \$	51,640,500
Investment Earnings	5,000
Miscellaneous Revenue	6,000
Penalty Fees	28,000
Appropriation from Fund Balance	338,410
TOTAL WATER/SEWER FUND REVENUES	\$2,017,910
DEPARTMENT EXPENSES	
Water & Sewer Operations	\$1,498,500
Appropriated Fund Balance	338,410
Debt Service	181,000
Contingency	0
	\$2,017,910
TOTAL BUDGETED REVENUES	\$6,537,082
TOTAL BUDGETED EXPENDITURES & EXPENSES	\$6,537,082

### **SECTION 2: MUNICIPAL TAX RATE ESTABLISHED**

**REVENUES BY SOURCE** 

An Ad Valorem Tax Rate of \$0.65 per \$100.00 full valuation is hereby established as the Official Tax Rate for the Town of Sharpsburg for the Fiscal Year 2021 - 2022.

### **SECTION 3: SPECIAL AUTHORIZATION – BUDGET OFFICER**

- 1. The Budget Officer shall be authorized to transfer line item expenditures within a department without limitation and without a report being required. These changes should not result in increasing recurring obligations such as salaries. The Budget Officer shall make budget amendments as deemed appropriate no less than once per fiscal year.
- 2. The Budget Officer shall be authorized to execute inter-departmental transfers in the General Fund, not to exceed ten percent (10%) of the appropriated moneys of the department whose budgeted allocation is reduced. An official report on such transfers shall be given at the next regular meeting of the Board of Commissioners.

- 3. The Budget Officer may make inter-fund loans for a period of not more than sixty (60) days. The Board of Commissioners shall be informed of such inter-fund loans at their next regularly scheduled meeting. The Board of Commissioners shall also be informed when such loan is repaid.
- 4. Inter-fund Transfers established in the budget document may be accomplished without recourse to the Board of Commissioners.

### **SECTION 4: RESTRICTIONS - BUDGET OFFICER**

- 1. The inter-fund transfer of monies, except as noted in paragraph 3 above, shall be accomplished only by authorization of the Board of Commissioners.
- 2. No salary increase or bonus may be paid without prior authorization of the Board of Commissioners.
- 3. No contributions to any agencies shall be made without approval of the Board of Commissioners.

#### **SECTION 5: UTILIZATION OF THE BUDGET ORDINANCE**

**TOWN OF SHARPSBURG** 

This ordinance and the budget information herein contained shall be the basis of the Fiscal Year 2020-2021 budget. The Budget Officer shall administer this budget and shall ensure that department heads are provided guidance in sufficient detail to implement their appropriate portion of the budget. The Finance Department shall establish records which are in agreement with this budget and this ordinance, and with the appropriate statutes of the State of North Carolina.

This Budget Ordinance and accompanying schedules are hereby adopted by the Town of Sharpsburg Board of Commissioners this, the 15<sup>th</sup> day of June 2021.

Ву:		
Robert Williams, Mayor	ATTEST:	
	Tracy Sullivan, Town Clerk	

		lown of Sharpsburg			
	Budget	<b>Budget Revenue Worksheet</b>			
	Fisc	Fiscal Year 2021-2022			
Account Number	Account Description	Admin Recmnd Anti	Anticipated 2021 Antic	Antic 2021	21 Actual
		1			
10-296-9700	TAXES-1997 AND PRIOR YRS	0.00	00:00	0.00	00.00
10-296-9800	TAXES 1999 & PRIOR YEARS	0.00	00:0	0.00	0.00
10-301-0000	TAXES-CURRENT YEAR 2002	0.00	0.00	0.00	0.00
10-301-2000	TAXES 2000	0.00	0.00	0.00	0.00
10-301-2001	TAXES-2001	0.00	0.00	0.00	0.00
10-301-2002	TAXES-2002	0.00	0.00	0.00	0.00
10-301-2003	TAXES-CURRENT YEAR 2003	0.00	0.00	0.00	0.00
10-301-2004	TAXES-2004	0.00	0.00	0.00	0.00
10-301-2005	TAXES-CURRENT YEAR 2005	0.00	0.00	0.00	00.00
10-301-2006	2006 TAXES	0.00	0.00	0.00	00.00
10-301-2007	2007 TAXES	0.00	0.00	0.00	00:00
10-301-2008	2008 TAXES	0.00	0.00	0.00	00:00
10-301-2009	2009 TAXES	00.00	00:0	0.00	102.28
10-301-2010	2010 TAXES	00.00	0.00	0.00	09.89
10-301-2011	2011 TAXES	0.00	0.00	0.00	0.00
10-301-2012	2012 TAXES	0.00	0.00	0.00	0.00
10-301-2013	2013 TAXES	20.00	0.00	100.00	0.00
10-301-2014	2014 TAXES	20.00	0.00	100.00	29.99
10-301-2015	2015 TAXES	100.00	0.00	100.00	556.11
10-301-2016	2016 TAXES	100.00	0.00	100.00	548.34
10-301-2017	2017 TAXES	100.00	0.00	200.00	21.58
10-301-2018	2018 TAXES	200.00	0.00	2,500.00	850.76
10-301-2019	2019 TAXES	2,500.00	0.00	8,000.00	5,549.87
10-301-2020	2020 TAXES	10,000.00	0.00	329,400.00	212,142.95
10-301-2021	2021 TAXES	362,054.00	0.00	0.00	61.80
10-301-9900	TAXES-1999	00:0	0.00	0.00	00.00
10-317-0000	INTEREST & PENALTIES ON TAXES	4,000.00	0.00	4,000.00	3,628.68
10-319-0000	TOWN VEHICLE TAX	5,100.00	0.00	5,100.00	2,629.06
10-320-0000	SALES TAX REFUND	0.00	0.00	0.00	00.00

	MOL	Town of Sharpsburg			
	Budget	<b>Budget Revenue Worksheet</b>			
	Fisca	Fiscal Year 2021-2022			
Account Number	Account Description	Admin Recmnd	Anticipated	2021 Antic 20	2021 Actual
10-325-0000	BUSINESS LICENSE	850.00	0.00	900.006	820.00
10-328-0000	INTEREST ON CHK ACCT	2,000.00	0.00	2,000.00	938.81
10-329-0000	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00
10-330-0000	PROCEEDS FROM CAPITAL LEASE	0.00	0.00	0.00	00.00
10-331-0000	LOAN PROCEEDS	0.00	0.00	0.00	0.00
10-332-0000	COURT COSTS, FACILITY FEE	0.00	0.00	00.00	00.00
10-334-0000	BLDG INSP FEES & PERMITS	3,000.00	0.00	1,500.00	4,700.00
10-335-0000	MISCELLANEOUS REVENUE	5,000.00	00.00	0.00	6,147.12
10-336-0000	CABLE TV FRANCHISE TAX	0.00	00.00	0.00	0.00
10-337-0000	UTILITY FRANCHISE TAX	85,000.00	0.00	87,500.00	38,738.10
10-338-0000	SALE PROCEDS FRM TIMBER ACREAG	0.00	00.00	00:0	0.00
10-339-0000	INTANGIBLE PERSONAL PROP TAX	0.00	0.00	0.00	00.00
10-340-0000	SOLID WASTE DISPOSAL TAX	1,200.00	00.00	1,400.00	1,080.43
10-341-0000	BEER & WINE TAX	8,500.00	00.00	8,500.00	0.00
10-343-0000	POWELL BILL ALLOCATION	0.00	00.00	00.00	00.0
10-343-0100	POWELL BILL FUND BALANCE	0.00	00:00	0.00	00.00
10-345-0000	LOCAL OPTION SALES TAX	320,000.00	0.00	320,000.00	260,823.54
10-346-0000	GASOLINE TAX REFUND	0.00	0.00	00.00	00.00
10-347-0000	ABC PROFITS	0.00	0.00	7,000.00	3,906.00
10-348-0000	GARBAGE COLLECTION	200,500.00	0.00	201,600.00	132,396.19
10-349-0000	RECYCLING FEE COLLECTIONS	96,000.00	00:00	95,880.00	59,529.81
10-351-0000	MOTOR VEHICLE TAX	52,000.00	00.00	46,000.00	101,484.06
10-352-0000	SALE PROCEDS FRM REAL PROPERTY	0.00	00.00	00:00	00.00
10-353-0000	PILOT - ELECTRIC FUND	0.00	00:00	0.00	0.00
10-354-0000	PILOT - GENERAL FUND	0.00	0.00	0.00	00.00
10-355-0000	SENIOR CITIZEN EXCLUSIONS	0.00	0.00	00:00	00:00
10-356-0000	ATTACHMENT FEES	7,420.00	0.00	7,420.00	7,420.00
10-360-0000	POLICE DEPT GRANT INCOME	0.00	0.00	00:00	00.00
10-360-0100	GHSP - GRANT	0.00	0.00	00:0	00:00
10-360-0200	COPS - GRANT	0.00	0.00	00:00	00:00

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	Budget Ke Fiscal \	Budget Revenue Worksneet Fiscal Year 2021-2022			
count Number	Account Number Account Description	Admin Recmnd	Anticipated	2021 Antic	2021 Actual
10-360-0300	ASSET FORFEITURE RECEIPTS	0.00	00.00		0.00
10-360-0400	USDA - GRANT/FINANCING 2017 VEHICLES	0.00	0.00	0.00	
10-360-0500	BLUE CHRISTMAS DONATIONS	0.00			
10-360-0900	SALE OF SURPLUS PROPERTY	0.00			
10-360-0999	LOCAL MATCH	0.00	0.00	00:0	0.00
10-362-0000	RENTS AND ROYALTIES	0.00		8,400.00	0 2,800.00
10-365-0000	CAPITAL LEASE PROCEEDS	0.00		00:00	0.00
10-365-0100	COVID-19 RELIEF FUND (CRF) GRANT	0.00	0.00	56,531.52	2 56,531.52
10-376-0000	PENALTIES	0.00	00.00	0.00	0.00
10-380-0000	FEMA	0.00	00.00	0.00	0.00
10-381-0000	USDA LOAN PROCEEDS	00:00		0.00	
10-382-0000	MOTOROLA LEASE PROCEEDS	00.00		0.00	
10-397-2000	APPROP UNDESIGNATED FUND BAL	309,253.00	0.00	88,500.00	00.00
10-397-3000	APPROPRIATION FROM UTILITY	301,583.00	0.00	348,222.00	
10-397-6000	APPROPRIATION FROM WATER/SEWER	00.00	00:00	00:00	
10-397-7000	FOOD STAMP TAX DISTRIBUTION	00:00	0.00	0.00	
10-397-8000	INVENTORY TAX REIMBURSEMENT	00.00	0.00	00:0	
10-397-9000	APPROPRIATION FROM CD	0.00	0.00	00:00	0 0.00
10-397-9500	GOVERNOR CRIME COMM GRANT	0.00	0.00	0.00	0.00
		1,776,860.00			

	Town of Sharpsburg	arpsburg		
	Budget Expendit	dget Expenditure Worksheet		
	Fiscal Year 2021-2022	2021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-410-0000	GOVERNING BODY:	0.00	00:00	00.00
10-410-0100	BD FEES/TRV STIPEND	12,055.00	12,055.00	00:00
10-410-0101	CLASSIFICATION & PAY STUDY	0.00	0.00	
10-410-0200	BAD DEBT EXPENSE	0.00	0.00	
10-410-0209	LONGEVITY PAY	0.00	0.00	00:00
10-410-0300	TAX COLLECTION FEES	8,200.00	8,200.00	00.00
10-410-0400	LEGAL AND ACCOUNTING	40,000.00	40,000.00	00:00
10-410-0401	CODIFICATION OF THE TOWN CODE	3,000.00	3,000.00	00:00
10-410-0500	FICA TAX EXPENSE	950.00	950.00	00:00
10-410-1200	TELEPHONE	0.00	0.00	00:00
10-410-1201	COMPUTER EQUIPMENT	0.00	0.00	00:00
10-410-1250	WEBSITE	6,000.00	6,000.00	00:00
10-410-4500	OUTSIDE ADMIN SERV	15,500.00	15,500.00	00:00
10-410-5100	ENGINEERING FEES	10,000.00	10,000.00	00:00
10-410-5400	GENERAL INSURANCE	25,000.00	25,000.00	00:0
10-410-5700	MISCELLANEOUS	3,000.00	3,000.00	00:00
10-410-5900	Non Profit Funding	750.00	750.00	00:00
10-410-6200	SENIOR CENTER OPERATIONS	37,800.00	37,800.00	00:00
10-410-7500	TRAVEL & TRAINING	3,000.00	3,000.00	00:00
10-410-7550	BOARD RETREAT	2,500.00	2,500.00	
10-410-8500	CAPITAL OUTLAY-TOWN HALL	5,000.00	5,000.00	00:00
The second second	Totals	172,755.00	172,755.00	00:00

	Town of Sharpsburg	psburg		
	Budget Expenditure Worksheet	e Worksheet		
	Fiscal Year 2021-2022	21-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-420-0000	ADMINISTRATION:	00:00	00:00	
10-420-0200	ADMINISTRATOR WAGES	14,000.00	14,000.00	00:00
10-420-0201	CLERK WAGES	19,500.00	19,500.00	00:00
10-420-0202	FINANCE OFFICER WAGES	8,200.00	8,200.00	00:00
10-420-0203	POLICE WAGES	0.00	0.00	00:00
10-420-0206	OVERTIME	00:00	0.00	00:00
10-420-0208	OVERTIME	0.00	0.00	00:00
10-420-0209	LONGEVITY PAY	725.00	725.00	00:00
10-420-0500	FICA TAX EXPENSE	4,630.00	4,630.00	00:00
10-420-0600	EMPLOYEE INSURANCE	00.000,9	6,000.00	
10-420-0601	UNEMPLOYMENT INSURANCE	2,000.00	2,000.00	00:00
10-420-1100	POSTAGE	3,200.00	3,200.00	
10-420-1200	TELEPHONE	1,200.00	1,200.00	0.00
10-420-3200	OFFICE SUPPLIES	4,300.00	4,300.00	00:00
10-420-3400	FUEL OIL	1,000.00	1,000.00	00:00
10-420-3550	BANK SERVICE CHARGES/FEES	2,800.00	2,800.00	00:00
10-420-4498	CASH SHORT/OVER	0.00	0.00	00:00
10-420-5300	DUES & SUBSCRIPTIONS	4,500.00	4,500.00	00:00
10-420-5700	MISCELLANEOUS	1,800.00	1,800.00	00:00
10-420-6000	RETIREMENT	5,100.00	5,100.00	00:00
10-420-6300	FUND BALANCE	00.00	0.00	00:00
10-420-6700	CONTINGENCY	00:00	0.00	00:00
10-420-6800	PLANNING	34,000.00	34,000.00	00:00
10-420-6900	BUILDING MAINTENANCE	6,500.00	6,500.00	00:00
10-420-7000	<b>ECONOMIC &amp; COMMUNITY DEVELOPMENT</b>	4,000.00	4,000.00	00:0
10-420-7001	AR/AP SALES TAX	0.00	0.00	
10-420-7100	FINANCIAL SERVICES	00:00	00.00	0.00
10-420-7150	MANAGER CAR ALLOWANCE	4,200.00	4,200.00	0.00
10-420-7200	COMPUTER EQUIPMENT	4,000.00	4,000.00	0.00
10-420-7300	OFFICE EQUIPMENT	5,300.00	5,300.00	0.00

	Town of Sharpsburg	rpsburg		
	Budget Expenditure Worksheet	re Worksheet		
	Fiscal Year 2021-2022	21-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-420-7500	TRAVEL & TRAINING	5,500.00	5,500.00	00:00
10-420-7600	REIMBURSEMENT FOR ADMIN COST	0.00	0.00	00:00
10-420-7700	COVID-19 RELIEF FUND (CRF) GRANT	00:00	00.0	00:00
10-420-7900	CAPITAL OUTLAY - ADMIN	00.00	0.00	00:00
10-420-8600	CAPITAL OUTLAY - PHONE SYSTEM	00:00	0.00	00:00
10-420-9500	DEBT SERVICES ADMIN	00:00	00.0	00:00
10-420-9800	CAPITAL OUTLAY - COMPUTER	0.00	0.00	00:00
	Totals	142,455.00	142,455.00	00.00

	Town of	Town of Sharpsburg		
	Budget Expen	get Expenditure Worksheet		
	Fiscal Yea	Fiscal Year 2021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-510-0000	POLICE:	0.00		
10-510-0202	PART TIME POLICE WAGES	10,000.00	10,000.00	00:00
10-510-0203	POLICE WAGES	465,900.00	465,900.00	00:00
10-510-0204	SECRETARY WAGES	27,520.00	27,520.00	00:00
10-510-0205	AUXILIARY WAGES	0.00	0.00	00:00
10-510-0206	401K	22,000.00	22,000.00	00.00
10-510-0208	OVERTIME	10,000.00	10,000.00	00.00
10-510-0209	LONGEVITY PAY	0.00		00:00
10-510-0500	FICA TAX EXPENSE	35,700.00	35,700.00	00.00
10-510-0600	EMPLOYEE INSURANCE	94,000.00		00.00
10-510-0601	UNEMPLOYMENT INSURANCE	5,000.00	5,000.00	00:00
10-510-1200	TELEPHONE	5,500.00	5,500.00	00:00
10-510-1600	VEHICLE MAINTENANCE	12,000.00	12,000.00	00:00
10-510-1801	PROF SERV CONSULANT	0.00	00.0	00.00
10-510-1900	RADIO MAINTENANCE	0.00	0.00	00:00
10-510-3100	GAS AND OIL	22,000.00	22,000.00	00.00
10-510-3300	SUPPLIES AND MATERIALS	5,000.00	5,000.00	00.00
10-510-3400	FUEL OIL	0.00	0.00	00.00
10-510-5200	UNIFORMS	5,000.00	5,000.00	00.00
10-510-5201	CLOTHING ALLOWANCE	0.00	0.00	00.00
10-510-5400	FIREARMS	1,500.00	1,500.00	00:00
10-510-5700	MISCELLANEOUS	2,000.00	5,000.00	00.00
10-510-5800	RECRUITMENT	5,000.00	5,000.00	00:00
10-510-6000	RETIREMENT	51,400.00	51,400.00	00.00
10-510-6300	FUND BALANCE	0.00	0.00	00:00
10-510-6400	EQUIPMENT	12,000.00	12,000.00	00.00
10-510-6600	COMPUTER	10,000.00	10,000.00	00:00
10-510-6700	CONTINGENCY	0.00	00:00	00:00
10-510-6900	BUILDING MAINTENANCE	12,000.00	12,000.00	00.00
10-510-7100	VEHICLE ALLOWANCE	0.00	0.00	00:00

	Town of Sharpsburg	arpsburg		
	Budget Expendit	get Expenditure Worksheet		
	Fiscal Year 2021-2022	021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-510-7200	CAP OUTLAY-COMPUTER	4,000.00	4,000.00	_
10-510-7300	CAP OUTLAY - BODY CAMS	7,130.00	7,130.00	0.00
10-510-7400	DEBT SERVICE - RADIO	0.00	0.00	
10-510-7500	TRAVEL & TRAINING	4,000.00	4,000.00	
10-510-7600	SPECIAL WORKS PROJECT	3,000.00	3,000.00	0.00
10-510-7700	CAP OUTLY-VEHICLES	0.00	00:00	
10-510-7800	CAP OUTLAY-RADAR/VIDEO	0.00	0.00	0.00
10-510-7900	CAPITAL OUTLAY-GRANT	0.00	0.00	0.00
10-510-8000	GHSP - OTHER DIRECT COSTS	0.00	00'0	0.00
10-510-8001	CAPITAL OUTLAY- POLICE CAD	1,000.00	1,000.00	0.00
10-510-8002	CAPITAL OUTLAY 2017 USDA VEHICLES	0.00	0.00	0.00
10-510-8010	LAWSUIT SETTLEMENT LEO	00.00	0.00	
10-510-8050	ASSET FORFEITURE EXPENSES	0.00	0.00	0.00
10-510-8100	GENERATOR	0.00	0.00	0.00
10-510-8150	CAPITAL OUTLAY - PAY OFF 2019 USDA	0.00	00:00	
10-510-8200	CAPITAL OUTLAY - RADIO	14,000.00	14,000.00	0.00
10-510-8300	CAPITAL OUTLAY COPIER	2,500.00	2,500.00	0.00
10-510-8600	CAPITAL OUTLAY - PHONE SYSTEM	0.00	00.00	0.00
10-510-9500	PRINCIPAL & INTEREST	0.00	0.00	0.00
10-510-9600	CAPITAL OUTLAY - LEASE PROGRAM	137,000.00	137,000.00	
10-510-9650	CAPITAL OUTLAY - STREET CAMERAS	15,000.00	15,000.00	0.00
	Totals	1,004,150.00	1,004,150.00	0.00

	Town of Sharpsburg	sburg		
	Budget Expenditure Worksheet	Worksheet		
	Fiscal Year 2021-2022	1-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-530-0000	EMERGENCY MANAGEMENT/FIRE:	00:00	00:00	0.00
10-530-3330	EMERGENCY SHELTER	0.00	00.00	0.00
10-530-3400	FUEL OIL	0.00		
10-530-7020	FIREMENS BONUS	0.00		0.00
10-530-8020	ALLOCATION FIRE DEPT	0.00		00:0
	Totals	000	0000	0.00

	Town of Sharpsburg	narpsburg		
	Budget Expendit	iget Expenditure Worksheet		
	Fiscal Year 2021-2022	2021-2022		
Account Number	Account Description	Requested Adm	Admin Recmnd Adopte	Adopted Budget
10-540-0000	PARKS & RECREATION	0.00	0.00	0.00
10-540-0207	PART TIME WAGES	0.00	0.00	0.00
10-540-0500	FICA TAX EXPENSE	0.00	0.00	0.00
10-540-1400	CHRISTMAS COMMITTEE	10,000.00	10,000.00	0.00
10-540-1500	MATERIALS & REPAIRS	5,000.00	5,000.00	0.00
10-540-1800	BEAUTIFICATION COMM	6,000.00	6,000.00	0.00
10-540-2000	IMPROVEMENTS BEASLEY PARK	2,500.00	2,500.00	0.00
10-540-2200	SUMMER/FALL ACTIVITIES	4,000.00	4,000.00	0.00
10-540-2300	LEASE/RENT SIGN SPACE	0.00	0.00	0.00
10-540-3000	SHARPSBURG COMMUNITY PARK	2,000.00	2,000.00	0.00
	Totals	29,500.00	29,500.00	0.00

	Town of Sharpsburg	urg		
	Budget Expenditure Worksheet	orksheet		
	Fiscal Year 2021-2022	1022		
Account Number	Account Description	Requested Ad	Admin Recmnd	Adopted Budget
10-560-0000	DEPARTMENT OF PUBLIC WORKS: Streets-Sanitation	00:00	0.00	00:00
10-560-0203	POLICE WAGES	00.00	0.00	0.00
10-560-0205	OVERTIME WAGES	00.00	0.00	0.00
10-560-0206	FOREMAN WAGES	00:00	0.00	0.00
10-560-0207	LABOR WAGES	84,200.00	84,200.00	0.00
10-560-0208	OVERTIME	5,000.00	5,000.00	00:00
10-560-0209	LONGEVITY PAY	1,500.00	1,500.00	0.00
10-560-0500	FICA TAX EXPENSE	7,000.00	7,000.00	0.00
10-560-0600	EMPLOYEE INSURANCE	20,500.00	20,500.00	0.00
10-560-0601	UNEMPLOYMENT INSURANCE	00.00	0.00	00:00
10-560-1200	TELEPHONE	2,500.00	2,500.00	0.00
10-560-1600	VEHICLE MAINTENANCE	15,000.00	15,000.00	0.00
10-560-2070	LABOR WAGES	00.00	0.00	00:0
10-560-3100	GAS AND OIL	8,000.00	8,000.00	00.00
10-560-3300	SUPPLIES, CLOTHS, MAT	20,000.00	20,000.00	00:00
10-560-3400	FUEL OIL	00.00	0.00	0.00
10-560-3500	STREET REPAIR-POWELL BILL	00.00	0.00	00:00
10-560-3501	MOORE ST RR PROJECT	00.0	0.00	0.00
10-560-3600	UNIFORMS	4,200.00	4,200.00	0.00
10-560-4900	GARBAGE DISP/RECY	142,300.00	142,300.00	0.00
10-560-5000	RECYCLING	65,000.00	65,000.00	00:00
10-560-5600	STORM RELATED EXPENSES	1,000.00	1,000.00	0.00
10-560-5700	MISCELLANEOUS	3,000.00	3,000.00	00:00
10-560-6000	RETIREMENT	9,700.00	9,700.00	0.00
10-560-6300	FUND BALANCE	0.00	0.00	0.00
10-560-6700	CONTINGENCY	0.00	0.00	0.00
10-560-6800	MOSQUITO CONTROL	15,000.00	15,000.00	0.00
10-560-7000	CP&L-STREET LIGHTS	00.00	0.00	0.00
10-560-7500	TRAVEL & TRAINING	1,000.00	1,000.00	0.00
10-560-7600	LAND FILL FEES	200.00	200.00	00:0

	Town of Sharpsburg	arpsburg		
	Budget Expenditu	lget Expenditure Worksheet		
	Fiscal Year 2021-2022	021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
10-560-7700	YARD WASTE DISPOSAL	3,600.00	3,600.00	0.00
10-560-7800	FUND BALANCE	0.00		
10-560-8200	OUTSIDE CONTRACTOR SERVICES	1,500.00	1,500.00	
10-560-8250	STREET SWEEPING CONTRACT	0.00	00:00	00.00
10-560-8500	CAP OUTLAY-STREET SWEEPER	0.00	00:00	00:00
10-560-8600	CAPITAL OUTLAY-MOWER/TRAILER	0.00	0.00	00:00
10-560-8700	CAP OUTLAY - DUMP TRUCK	0.00	00:00	00:00
10-560-8701	CAPITAL LEASE FORD F150 (16-20)	0.00	00:00	00:00
10-560-8800	CAPITAL OUTLAY-TRANSFR STATION	0.00	0.00	00.00
10-560-8801	DEBT PRINCIPAL	0.00	00:00	00.00
10-560-8810	DEBT SERVICE INTEREST	0.00	0.00	
10-560-8900	CAP OUTLY-DRAINGE-FARMER/PITTM	0.00	0.00	00.00
10-560-9000	CAP OUTLAY- SIGN GRANT	0.00	00:00	00:00
10-560-9100	LEASE PURCHASE PROGRAM	17,500.00	17,500.00	00:00
	Totals	428,000.00	428,000.00	0.00

	TOW	Town of Sharpsburg			
	Budget	<b>Budget Revenue Worksheet</b>	د د	13	
	Fisca	Fiscal Year 2021-2022			
Account Number	Account Number Account Description	Admin Recmnd Anticipated		2021 Antic	2021 Actual
		Powell Bill			
20-335-0000	MISCELLANEOUS REVENUE	0.00	00:00	00:00	0.00
20-343-0000	ANNUAL POWELL BILL ALLOCATION	52,000.00	00:00	55,000.00	51,682.75
20-344-0000	CAPITAL LEASE PROCEEDS	0.00	0.00	00:00	
20-386-0000	TRANSFER FROM FUND BALANCE	25,000.00	0.00	58,095.00	00:00
		77,000.00			

	Town of Sharpsburg	rpsburg		
	Budget Expenditure Worksheet	re Worksheet		
	Fiscal Year 2021-2022	021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
20-560-0000	POWELL BILL FUND:	00:0	00:00	0.00
20-560-3500	RESURFACING PROGRAM	56,000.30	56,000.00	0.00
20-560-3501	MOORE ST RR CROSSING	2,300.00	2,300.00	0.00
20-560-3502	OTHER STREET REPAIRS	4,528.00		00.00
20-560-8250	STREET SWEEPING CONTRACT	00:00	00:00	0.00
20-560-8701	CAPITAL LEASE FORD F150 (16-20)	00:00	00.00	00:00
20-560-8702	CAPITAL LEASE - DUMP TRUCK (18-24)	14,172.00	14,172.00	00.00
20-560-8703	CAPITAL LEASE XXXX (-)	00:00	0.00	00:00
	Totals	00:000,77	00.000,77	0.00

	Town	Town of Sharpsburg			
	Budget Rev	<b>Budget Revenue Worksheet</b>			
	Fiscal Yo	Fiscal Year 2021-2022			
ccount Number	Account Number Account Description	Admin Recmnd	Anticipated 2	2021 Antic	2021 Actual
	Ele	Electric Fund			
30-328-0000	INTEREST ON CD'S/CHECKING	3,500.00	00:00	4,200.00	2,024.67
30-335-0000	MISCELLANEOUS REVENUE	200.00	00:00	750.00	32,765.47
30-335-0001	INTEREST REVENUE	0.00	00.00	0.00	
30-335-0100	ELECTRIC SALES TAX REFUND	0.00	00:00	0.00	00:00
30-340-0000	ELECT SALES TAX	164,250.00	0.00	168,000.00	95,600.31
30-340-0100	DUKE COAL ASH COST RECOVERY	0.00	00:00	0.00	00:00
30-345-0000	BUILDING AND ZONING PERMITS	00:00	00:00	0.00	00:00
30-350-0000	INSPECTION FEES	00:00	00:00	0.00	
30-355-0000	APPROP UNDESIGNATED FUND BAL	0.00	0.00	0.00	00:00
30-360-0000	APPROP. UNDESIG FUND BALANCE	00:00	00:00	0.00	00:00
30-360-0900	SALE OF SURPLUS PROPERTY	00.00	00:00	0.00	00:00
30-371-0000	ELECTRICAL CHARGES INCOME	2,466,562.00	00:00	2,404,412.00	1,397,970.73
30-372-0000	TEMPORARY SERVICE FEES	0.00	00:00	0.00	00:00
30-373-0000	CONNECTION FEES	2,500.00	0.00	2,500.00	990.00
30-374-0000	transfer from rate stab. fund	00:00	00.00	0.00	0.00
30-375-0000	FUND BALANCE APPROP	0.00	00:00	0.00	00:00
30-376-0000	PENALTY FEES	28,000.00	00.00	28,000.00	17,507.24
30-377-0000	USDA GRANT/FINANCING 2017 POLE TRUCK	00:00	00.00	0.00	0.00
30-380-0000	FEMA	0.00	00.00	0.00	0.00
30-399-0000	FUND BALANCE APPROPRIATED	0.00	00.00	00:00	0.00
		2,665,312.00			

	Town of	Town of Sharpsburg		
	Budget Expen	get Expenditure Worksheet		
	Fiscal Yea	Fiscal Year 2021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
30-832-0000	UTILITY: Electric	00:0	0.00	
30-832-0100	BD FEES/TRV STIPEND	12,060.00	12,060.00	00.00
30-832-0110	BAD DEBT EXPENSE	0.00	0.00	00:00
30-832-0200	ADMINISTRATOR WAGES	49,840.00	49,840.00	
30-832-0201	CLERK WAGES	75,500.00	75,500.00	00.00
30-832-0202	FINANCE OFFICER WAGES	29,200.00	29,200.00	00.00
30-832-0203	POLICE WAGES	0.00	0.00	00.00
30-832-0205	OVERTIME WAGES	0.00	0.00	00.00
30-832-0206	FOREMAN WAGES	0.00	0.00	00:00
30-832-0207	LABOR WAGES	169,000.00	169,000.00	00.00
30-832-0208	OVERTIME	20,000.00	20,000.00	00:00
30-832-0209	LONGEVITY PAY	2,200.00	2,200.00	00:00
30-832-0400	LEGAL AND ACCOUNTING	35,000.00	35,000.00	00:00
30-832-0500	FICA TAX EXPENSE	28,000.00	28,000.00	00.00
30-832-0600	EMPLOYEE INSURANCE	44,900.00	44,900.00	0.00
30-832-0601	UNEMPLOYMENT INSURANCE	4,000.00	4,000.00	00.00
30-832-0800	APPROP TO WATER/SEWER	0.00	0.00	00.00
30-832-1000	APPROP TO GEN FUND	0.00	0.00	00.00
30-832-1010	APPROP TO GENERAL FUND	0.00	0.00	00.00
30-832-1100	POSTAGE	7,000.00	7,000.00	00.00
30-832-1200	TELEPHONE	3,500.00	3,500.00	00:00
30-832-1600	VEHICLE MAINTENANCE	15,000.00	15,000.00	00.00
30-832-3100	GAS AND OIL	18,000.00	18,000.00	00:00
30-832-3200	OFFICE SUPPLIES	4,500.00	4,500.00	00:00
30-832-3300	SUPPLIES AND MATERIALS	65,000.00	65,000.00	00:00
30-832-3400	FUEL OIL	0.00	0.00	00:00
30-832-3550	BANK SERVICE CHARGES/FEES	6,500.00	6,500.00	00:0
30-832-3600	UNIFORMS	5,000.00	5,000.00	00:00
30-832-4500	OUTSIDE ADMIN SERV	25,000.00	25,000.00	00:00
30-832-4800	PURCHASE OF POWER	1,186,000.00	1,186,000.00	00:00

	Town of Sharpsburg	sburg			
	Budget Expenditure Worksheet	Worksheet			
	Fiscal Year 2021-2022	-2022			
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget	
30-832-5300	DUES & SUBSCRIPTIONS	4,000.00	4,000.00		
30-832-5400	GENERAL INSURANCE	40,000.00	40,000.00	00.00	
30-832-5600	STORM RELATED EXPENSES	4,000.00	4,000.00	00.00	
30-832-5700	MISCELLANEOUS	3,000.00	3,000.00	00.00	
30-832-6000	RETIREMENT	42,000.00	42,000.00	00:00	
30-832-6700	CONTINGENCY	30,229.00	30,229.00	00.00	
30-832-6900	BUILDING MAINTENANCE	10,000.00	10,000.00	00.00	
30-832-7000	PAYMENT IN LIEU-GF	0.00	00.00	00.00	
30-832-7100	FINANCIAL SERVICES	0.00	00.0	00.00	
30-832-7200	METER CHANGEOUT PROGRAM	20,000.00	50,000.00	00.00	
30-832-7300	OFFICE EQUIPMENT	2,000.00	2,000.00	00.00 =	
30-832-7400	UNKNOWN ACCOUNT	0.00	0.00		
30-832-7500	TRAVEL & TRAINING	2,000.00	2,000.00	00:00	
30-832-7600	FUND BALANCE	0.00	00.00	00:00	
30-832-7695	REIMBURSEMENT GF ADMIN COST	301,583.00	301,583.00	00:00	
30-832-7700	DUKE COAL ASH COST RECOVERY	00:00	00.00	00:00	
30-832-7750	METERING TO NTE	5,000.00	5,000.00	00:00	
30-832-7800	ELECTRIC FUND BAL	0.00	00.00	00:00	
30-832-8000	ELECT SALES TAX	146,250.00	146,250.00	00:00	
30-832-8100	RATE STABILIZATION FUND	0.00	0.00	00:00	
30-832-8200	OUTSIDE CONTRACTOR SERVICE	30,000.00	30,000.00	00:00	
30-832-8300	CAPITAL OUTLAY-LAWN MOWER	12,000.00	12,000.00	00:00	
30-832-8500	CAPITAL OUTLAY EQUIPMENT	0.00	00:00	00.00	
30-832-8600	CAPITAL OUTLAY - PHONE SYSTEM	0.00	00:00	00:00	
30-832-8700	CAPITAL OUTLAY-USDA BUCKET&PICK UP TRUCK	0.00	0.00	00:00	
30-832-8800	CAPITAL OUTLAY USDA POLE TRUCK	10,050.00	10,050.00	00:00	
30-832-8900	DEPRECIATION	0.00	0.00	00.0	
30-832-9300	BLDG FEE TO STATE	0.00	0.00	00:00	
30-832-9400	CAPITAL OUTLAY-VEHICLE	0.00	0.00	00:00	
30-832-9500	BOND/PRINCIPAL/INTRT	0.00	0.00	00:00	

	Town of Sharpsburg	sburg		
	Budget Expenditure Worksheet	Worksheet		
	Fiscal Year 2021-2022	1-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
30-832-9600	SUBSTATION MAINTENANCE	00'000'99	00.000,99	0.00
30-832-9700	CAP OUTLAY-SUBSTATION TRANSFORMER REPL	65,000.00	65,000.00	0.00
30-832-9800	CAP OUTLAY-COMPUTER	0000	00:00	0.00
30-832-9900	CAP OUTLAY-PAYOFF NEW USDA LOAN	00.0	0.00	0.00
30-832-9901	LEASE PURCHASE PROGRAM	37,000.00	37,000.00	0.00
	Totals	2,665,312.00	2,665,312.00	0.00
30-840-0000	TRANSFER TO GF	000	0.00	00:0
	Totals	0000	00:00	0.00
30-841-0000	TRANSFER TO WA&SW	000	00:00	0.00
	Totals	000	00'0	0.00

	TOW	Town of Sharpsburg			
	Budget	<b>Budget Revenue Worksheet</b>			
	Fisca	Fiscal Year 2021-2022			II
Account Number	Account Number Account Description	Admin Recmnd	Anticipated	2021 Antic	2021 Actual
		Water-Sewer Fund			
31-320-0000	SALES TAX REFUND	0.00	0.00	0.00	0.00
31-328-0000	INTEREST EARNED ON CDs/CHECKING	4,000.00	0.00	0 4,000.00	2,002.50
31-335-0000	MISCELLANEOUS REVENUE	4,000.00	0.00		2,500.00
31-336-0000	GRANTS	0.00	00:00	0.00	0.00
31-340-0000	INTEREST ON INVESTMENTS	1,000.00	0.00	1,000.00	13.90
31-345-0000	APPROP UNDESIGNATED FUND BAL	0.00	0.00	00.00	00:00
31-350-0000	INSPECTION FEES	0.00	0.00	00.00	00:00
31-355-0000	<b>BUILDING &amp; ZONING PERMITS</b>	00:00	0.00	0.00	0.00
31-360-0000	APPROP FROM UTILITY	0.00	0.00	00.00	00:00
31-365-0000	FUND BALANCE APPROPRIATED	338,410.00	0.00	00.00	00:00
31-370-0000	FEMA	0.00	0.00	00:00	00:00
31-371-0000	CHARGES FOR WATER & SEWER	1,640,500.00	0.00	1,927,993.00	1,005,190.78
31-373-0000	TAPS & HOOK UP FEES	2,000.00	0.00	0 750.00	2,450.00
31-375-0000	CONNECTION FEES	0.00	0.00	0.00	10.00
31-376-0000	PENALTY FEES	28,000.00	0.00	28,000.00	19,478.67
31-380-0000	APPROP FROM CD	0.00	0.00	00.00	00:00
		2,017,910.00			
		Revenue	Expense	Difference	Fund Balance Appropriated
	General	1,776,860.00	1,776,860.00	0.00	_
	Powell Bill	77,000.00	77,000.00	0.00	25,000.00
	Electric	2,665,312.00	2,665,312.00	0.00	
	Water/Sewer	2,017,910.00	2,017,910.00	0.00	338,410.00
	Total Budget	6,537,082.00	6,537,082.00	0	974,246.00

24 %

	Town of S	Town of Sharpsburg		
	Budget Expend	Budget Expenditure Worksheet		
	Fiscal Year	Fiscal Year 2021-2022		
Account Number	Account Description	Requested Adm	Admin Recmnd Adopte	Adopted Budget
31-832-0000	UTILITY: Water-Sewer	00.00	00:00	0.00
31-832-0100	BD FEES/TRV STIPEND	12,060.00	12,060.00	00:00
31-832-0200	ADMINISTRATOR WAGES	27,240.00	27,240.00	0.00
31-832-0201	CLERK WAGES	55,800.00	55,800.00	0.00
31-832-0202	FINANCE OFFICER WAGES	16,000.00	16,000.00	00.00
31-832-0203	POLICE WAGES	0.00	0.00	00.00
31-832-0205	OVERTIME WAGES	0.00	0.00	00:00
31-832-0206	FOREMAN WAGES	0.00	0.00	0.00
31-832-0207	LABOR WAGES	126,000.00	126,000.00	0.00
31-832-0208	OVERTIME	10,000.00	10,000.00	0.00
31-832-0209	LONGEVITY PAY	1,300.00	1,300.00	0.00
31-832-0400	LEGAL AND ACCOUNTING	30,000.00	30,000.00	0.00
31-832-0500	FICA TAX EXPENSE	22,000.00	22,000.00	00.0
31-832-0600	EMPLOYEE INSURANCE	52,900.00	52,900.00	0.00
31-832-0601	UNEMPLOYMENT INSURANCE	1,000.00	1,000.00	0.00
31-832-1000	APPROP TO GEN FUND	0.00	0.00	00.00
31-832-1100	POSTAGE	5,000.00	5,000.00	00:00
31-832-1200	TELEPHONE	3,500.00	3,500.00	00:0
31-832-1600	VEHICLE MAINTENANCE	9,000.00	9,000.00	0.00
31-832-3100	GAS AND OIL	10,000.00	10,000.00	0.00
31-832-3200	OFFICE SUPPLIES	4,000.00	4,000.00	00.0
31-832-3300	SUPPLIES AND MATERIALS	45,000.C0	45,000.00	00:0
31-832-3400	FUEL OIL	0.00	0.00	0.00
31-832-3550	BANK SERVICE CHARGES/FEES	6,500.00	6,500.00	0.00
31-832-3600	UNIFORMS	6,000.00	6,000.00	0.00
31-832-3800	METER CHANGE OUT PROGRAM	45,000.00	45,000.00	0.00
31-832-4500	OUTSIDE ADMIN SERVICE	22,000.00	22,000.00	0.00
31-832-4600	PURCH POWER-BOOSTER	7,000.00	7,000.00	0.00
31-832-4700	PUMP STATIONS MISC	6,500.00	6,500.00	00:0
31-832-4701	PUMP STATION TELEPHONE	0.00	0.00	0.00

	Town of S	Town of Sharpsburg		
	Budget Expendi	dget Expenditure Worksheet		
	Fiscal Year 2021-2022	2021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
31-832-4702	PUMP STATION POWER	7,500.00	_	_
31-832-4704	PUMP STATION REPAIRS	0.000,9	6,000.00	00:00
31-832-4810	PURCHASE WATER	295,000.00	295,000.00	00.00
31-832-4811	PURCHASE SEWER	200,000,000	700,000.00	00.00
31-832-5100	ENGINEERING FEES	10,000.00	10,000.00	00.00
31-832-5200	ASSET MANAGEMENT PLAN	15,000.00	15,000.00	0.00
31-832-5300	DUES & SUBSCRIPTIONS	4,300.00	4,300.00	00.00
31-832-5400	GENERAL INSURANCE	35,000.00	e e	00.00
31-832-5700	MISCELLANEOUS	2,000.00	2,000.00	00.00
31-832-5701	Bad Debt Expense	0.00	0.00	00.00
31-832-5900	DEPRECIATION	0.00	0.00	00.00
31-832-6000	RETIREMENT	28,000.00	28,000.00	00.00
31-832-6100	AMORTIZATION OF CONT CAPITAL	0.00	0.00	00.00
31-832-6700	CONTINGENCY	0.00	0.00	0.00
31-832-6900	BUILDING MAINTENANCE	6,000.00	6,000.00	00.00
31-832-7100	FINANCIAL SERVICES	0.00	0.00	00:00
31-832-7300	OFFICE EQUIPMENT	1,500.00	1,500.00	00:00
31-832-7400	WATER TOWER MAINTENANCE	15,800.00	15,800.00	00:00
31-832-7450	GENERATOR MAINTENANCE	5,000.00	5,000.00	00.00
31-832-7500	TRAVEL & TRAINING	2,000.00	2,000.00	00:00
31-832-7600	FUND BALANCE	0.00	0.00	00:00
31-832-7695	REIMBURSE GF ADMIN COST	0.00	0.00	00.00
31-832-7696	TRANSFER TO GRANT PROJ	0.00	0.00	00:0
31-832-7697	SEWER I&I PROJECT	19,000.00	19,000.00	00.00
31-832-7698	CIP PROJECT	0.00	00:00	00:00
31-832-7701	PAYMENT TO ELECTRIC FUND	0.00	00:00	0.00
31-832-7800	ELECTRIC FUND BAL	0.00	0.00	00:00
31-832-8000	CAPITAL OUTLAY - BOOSTER PUMP	0.00	0.00	00:00
31-832-8100	CAPITAL OUTLAY - FIRE HYDRANTS	0.00	00.00	0.00
31-832-8200	OUTSIDE CONTRACTOR SERVICES	5,000.00	5,000.00	0.00

	Town of Sharpsburg	arpsburg		
	Budget Expenditure Worksheet	re Worksheet		
	Fiscal Year 2021-2022	021-2022		
Account Number	Account Description	Requested	Admin Recmnd	Adopted Budget
31-832-8300	CAPITAL OUTLAY - VEHICLE	00:00	00:00	0.00
31-832-8600	CAPITAL OUTLAY - BOOM CUTTER	00:00	0.00	0.00
31-832-9000	WATER SAMPLING FEES	6,000.00	6,000.00	0.00
31-832-9100	CAPITAL OUTLAY - BACKHOE LEASE	16,010.00	16,010.00	0.00
31-832-9500	BOND/PRINCIPAL/INTRT	115,000.00	115,000.00	0.00
31-832-9600	DEPRECIATION	150,000.00	150,000.00	0.00
31-832-9700	PHASE 1 WATER DEBT SERVICE	25,000.00	25,000.00	0.00
31-832-9725	PHASE 2 WATER DEBT SERVICE	25,000.00	25,000.00	0.00
31-832-9800	CAPITAL OUTLAY - MOWER	00:00	00.0	00:0
	Totals	2,017,910.00	2,017,910.00	0.00



TO:

Robert Williams, Mayor

Town Council Members

**FROM:** 

Stevie Cox, Town Administrator

VIA:

Brian Sullivan, Public Works Director

CC:

Brian Pridgen, Town Attorney

DATE:

June 9, 2021

REF:

Street Sweeper Funding Letter of Conditions

## **Summary:**

This is the funding package for the purchase of a new Street Sweeper.

## **Background:**

In March 2020, the Town Council held a retreat to establish goals for Fiscal Year 2020 – 2021. During the retreat, Commissioner David Pride stated that it would be beneficial if the Town purchased a Street Sweeper and terminated the existing contract. He stated that by doing so, the Town could use those funds to pay for the street sweeper.

In June 2020, the Town Council approved the Fiscal Year 2020 – 2021 Budget and Capital Improvement Plan. Within those documents, the Town Council set as a budgetary goal to acquire a New Street Sweeper. Over the past six months, the Public Works Director has had three different vendors to demonstrate the models. Mayor Williams and Commissioner Pride agreed with Brian Sullivan that the below listed sweeper was the best fit for the Town's needs.

		Make		Model	Cost
Regen	X	Regenerative	Air	2021 Freightliner M2-106	\$232,249.55
Sweepe	r				

Tracy Sullivan completed and submitted an application for financing to USDA in March 2021 and a required Public Hearing was held June 1, 2021. The USDA has now provided a funding package to the Town for the Street Sweeper, which includes the following:

- Loan \$185,000.00
- Grant \$50,000.00
- Town contributions \$804.00

The annual payment for the loan portion will be \$20,867.00

## Recommendation:

The Town Administrator recommends that the Town Council adopt R-2021-04 Resolution by Governing Body of the Town of Sharpsburg accepting the Letter of Conditions, Loan Resolution and Security Agreement from the USDA for the purchase of the street sweeper.

## **Attachment:**

Resolution and Funding Package for the Street Sweeper

Resolution I	No:	R-2021-04
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### **BE IT RESOLVED**

That the **Town of Sharpsburg** Town Council accepts the conditions set forth in a Letter of Conditions dated **June 15, 2021**, Loan Resolution (Public Body) and Security Agreement:

That the Mayor and Town Clerk be authorized to execute all forms necessary to obtain a loan and grant from Rural Development, including, but not limited to the following forms:

Form RD 1942-46	Letter of Intent to Meet Conditions
Form RD 1942-47	Loan Resolution (Public Body)
Form RD 442-7	Operating Budget
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1910-11	Applicant Certification Federal Collection Policies for Consumer or
	Commercial Debts
Form AD-1047	Certification Regarding Debarment, Suspension and Other
	Responsibility Matters – Primary Covered Transactions
Form AD-1048	Certification Regarding Debarment, Suspension, Ineligibility and
	Voluntary Exclusion – Lower Tier Covered Transactions
Form AD-1049	Certification Regarding Drug Free Workplace (Grant)
1940-Q, Exhibit A-1	Certification for Contracts, Grants and Loans (Lobbying Certification)
Form RD 3570-3	Community Facilities Grant Agreement
Unnumbered Form	Certificate of Compliance

That if the interest rate charged by Rural Development should change between this date and the date of actual approval, the Mayor and Town Clerk be authorized to execute new forms reflecting the current interest rate and revised payments as required by Rural Development.

That the Town Council elects to have the interest charged by Rural Development to be the lower of the rate in effect at either the time of loan approval or loan closing.

This resolution is to become a part of the official minutes of the Town Council meeting held on June 15, 2021.

June 15, 2021

Town of Sharpsburg Attn: Robert Williams, Mayor P.O. Box 1759 Sharpsburg, NC 27878

Dear Mr. Williams:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the application.

This letter is not to be considered as loan approval or as a representation as to the availability of funds. The docket may be completed on the basis of a loan not to exceed \$185,000.00, grant not to exceed \$50,000.00 and applicant contributions in the amount of \$804.00 for a total project cost of \$235,804.00.

If Rural Development makes the loan, you may make a written request that the interest rate be the lower of the rate in effect at the time of loan approval or the time of loan closing. If you do not request the lower of the two interest rates, the interest rate charged will be the rate in effect at the time of loan approval. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you. If you want the lower of the two rates, your written request should ordinarily be submitted at least 30 calendar days before loan closing.

This letter establishes conditions that must be understood and agreed to by you before further consideration may be given to the Application for Federal Assistance. Any changes in project cost, sources of funds, scope of services or any other significant changes (this includes significant changes in the Borrower's financial conditions, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by Rural Development (RD) by written amendment to this letter. Any changes not approved by RD shall be cause for discontinuing processing of the application.

Please complete and return the attached RD Form 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given your application.

If the conditions set forth in this letter are not met within twelve (12) from the date hereof, Rural Development reserves the right to discontinue the processing of the application.

Awards made under this program are subject to the provisions contained in the Agriculture Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2013, P.L. No. 112-55, Division A, Sections 738 and 739, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all applicants must complete the attachment for **Representation Regarding Felony Conviction or Tax Delinquent Status For Corporate Applicants** paragraph (1) of this representation, and all corporate applicants also must complete paragraphs (2) and (3) of this representation.

Rural Development • North Carolina • Henderson Area Office 853 S. Beckford Drive, Suite A • Henderson, NC 27536 Voice (252) 438-3134 Ext. 4 • Fax (844) 325-6826 • TTY 711

USDA is an equal opportunity provider, employer, and lender.

#### ESTIMATED PROJECT COSTS

Street Sweeper	\$232,250.00	
UCC Filing Fee, Title, Tax, Tags	\$2,054.00	
Attorney Fees	\$1,500.00	
Total	\$235,804.00	

#### REPAYMENT SCHEDULE

The loan will be scheduled for repayment over a period of 10 years. Each installment will be due Annually following the date of the Rural Development loan closing. The first installment will be a fully amortized installment.

#### SECURITY REQUIREMENTS

Security will consist of an Installment Purchase Contract, Security Agreement, 1<sup>st</sup> lien on Vehicle and a Financing Statement for all equipment financed with Rural Development loan funds.

#### PREAUTHORIZED DEBIT PAYMENTS (PAD)

Prior to loan closing the applicant must complete U. S. Department of Treasury Form SF 5510, "Authorized Agreement for Preauthorized Payments." This form will authorize the government to electronically debit your Rural Development loan payment(s) from your specified bank account on a predetermined date (date the payment is due). Preauthorized Debit is accomplished through the Automated Clearing House process providing for a cost-effective, secure, reliable, and convenient payment method, thus eliminating the need to write a check for each payment, the expense of mailing the payment, and allows you the certainty of when your payment will be applied. This service is provided for only qualified borrowers.

#### **PROCUREMENT**

All procurement of equipment must be done in accordance with Rural Development Instruction 1942-A, Appendix B.

#### LOAN RESOLUTION

The applicant must formally adopt Form RD 1942-47, "Loan Resolution (Public Bodies)," Form RD 400-1, "Equal Opportunity Agreement," and Form RD 400-4, "Assurance Agreement," at a properly called meeting of the governing body. Adoption of these documents should be made a part of the official minutes of the meeting. A certified copy of the minutes is to be attached to the resolution and delivered to Rural Development.

#### **GRANT AGREEMENT**

A copy of Form RD 3570-3, "Agreement for Administrative Requirements for Community Facilities Grants," is included in your package for review. You will be required to execute the agreement no later than the time of grant closing.

The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

#### **OPERATING BUDGET**

The applicant must formally adopt Form RD 442-7, "Operating Budget" at a properly called meeting of the governing body. The budget must provide sufficient revenue to meet the requirements of operations and maintenance and debt service. Adoption of these documents should be made a part of the official minutes of the above meeting. A certified copy of the said minutes should be attached to the resolution and be provided to Rural Development.

#### RESERVE REQUIREMENT

The Applicant must establish a Reserve Account in accordance with RD 1942-47, "Loan Resolution (Public Bodies)," and make annual deposits to that account in an amount equal to ten percent of the Rural Development annual payment. These deposits shall be made on a monthly basis until the reserve account has an amount equal to one annual payment.

#### GRADUATION

The Applicant will refinance the unpaid balance, in whole or in part, of its debt upon the request of the Government, if at any time it should appear to the Government that the Applicant is able to refinance its note by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms.

#### **SERVICING**

As a part of normal RD Servicing Requirements, the Applicant will be required to provide the State Office with quarterly financial reports. The State Office will ensure that quarterly financial statements are reviewed and closely monitored for any weaknesses and that corrective action will be taken, when necessary, to protect the portfolio.

#### REPORTING

Forms SF-425, "Federal Financial Report" and a SF-PPR Project Performance Activity Report will be required on a quarterly basis (due 30 working days after end of quarter) until all grant funds have been disbursed. Project reporting will begin when the grant is closed which is the date all parties have executed Form RD 1940-1. A final Project Performance Report will be required after all grant funds have been expended or the term of the grant expires, with the last SF-425. The final report may serve as the last

quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. NO USDA FUNDS WILL BE RELEASED WITHOUT ALL REPORTING REQUIREMENTS BEING UP TO DATE.

<u>Grantee Project Performance Activity Report</u>. The Grantee Project Performance Activity Report shall include, but not be limited to, the following:

- 1. A comparison of actual accomplishments to the objectives established for that period.
- 2. Reasons why established objectives were not met, if any.
- 3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established item periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
- 4. Objectives and timetable established for the next reporting period.

#### Final Report

A final project performance report will be required with the final Financial Status Report. The final report must provide the Grantee's assessment and evaluation of the success of the project.

#### APPLICANT CONTRIBUTION/OTHER FUNDS

Prior to the beginning of construction, the Applicant will provide \$804.00 of its own resources and any difference needed between the Rural Development loan, the Applicant's contribution, and any required legal expenses, interim interest, closing cost and bank fees in connection with the interim financing.

Prior to loan approval, the Applicant must provide evidence that any other funds needed in addition to the Rural Development loan are available.

#### DISBURSEMENT OF FUNDS

The funds contributed by the Applicant will be the first funds disbursed. The Rural Development direct loan funds will be disbursed after all construction improvements have been completed. After providing for all authorized costs, any remaining project funds will be considered Rural Development loan funds and refunded to Rural Development. Grant funds, if applicable must be the last funds spent. If grant funds are not needed, they must be de-obligated or returned to the agency.

#### ACCOUNTING, AUDITS, AND REPORTS

The Applicant's accounting systems, audits and management reports will be established and maintained as required by North Carolina General Statutes, RD Instructions 1942-A, Section 1942.17 (q), and 2 CFR Part 200, Subpart F. The audit will be prepared in accordance with 2 CFR Part 200, Subpart F with a copy furnished to Rural Development.

#### INSURANCE AND BONDING

Insurance and bonding should be obtained as required by NC General Statutes and Rural Development Instructions 1942-A, Subsection 1942.17(j)(3). Evidence of required coverage must be provided to Rural

Development prior to loan closing. Evidence that coverage is being maintained must be provided annually thereafter.

<u>Position Fidelity Bond</u>: The Applicant will provide fidelity bond coverage for the positions of officials entrusted with the receipt and disbursement of its funds and the custody of valuable property. The amount of the bond will normally approximate the total annual debt service requirements for the Rural Development loan(s).

<u>Corporate Liability and Property Damage Insurance</u>: The Applicant will provide public liability, and property damage insurance in an amount to adequately protect the applicant from civil action arising from the function of the applicant relative to the project.

Real Property Insurance: The applicant will provide fire and extended coverage in an amount equal to the replacement value of the building and improvements. The United States of America will be named first mortgagee for all real property held as security for the Rural Development loan.

Workman's Compensation Insurance: The applicant will provide adequate Workman's Compensation Insurance if applicable.

#### **ORGANIZATION**

The applicant must provide certification concerning its organization, in accordance with Rural Development Instructions 1942-A, Subsection 1942.17(k).

#### APPLICANT CERTIFICATIONS

Form AD-1047, Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions, must be executed by the applicant prior to loan approval.

Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered transactions must be executed by the Contractor(s), supplier(s), and/or dealers prior to any purchase that exceeds \$25,000.00.

Form RD 1910-11, Applicant Certification/Federal Collection Policies for Consumer or Commercial Debts, must be executed by the applicant prior to loan closing.

Form RD 400-4, Assurance Agreement, must be executed by the applicant prior to loan approval.

#### DRUG FREE WORKPLACE CERTIFICATION

Prior to grant approval, the Authority will certify that they will provide a drug-free workplace, are not involved with drugs, and will establish an educational program concerning drug abuse for employees by executing Form AD-1049, "Certification Regarding Drug Free Workplace Requirement (Grants)."

#### CLOSING INSTRUCTIONS

The loan will be closed in accordance with instructions issued by the Rural Development State Office, applicable Rural Development State and National procedures, and instructions from the Office of General Counsel.

#### **OTHER CONDITIONS**

All applicable items set out in Form 1942-11, "Processing Checklist (Equipment Only)" apply to this project and become a part of the Letter of Conditions.

All requirements of the following must be met:

- a. Compliance with special laws and regulations.
- b. State Pollution Control or Environmental Protection Agency Standards.
- c. Consistency with other development plans.
- d. Civil Rights Act of 1964.
- e. Title IX of the Education Amendment of 1972.
- f. Section 504 of the Rehabilitation Act of 1973.
- g. Age Discrimination Act of 1975.
- h. 2 CFR Part 200

Sincerely,

Monica R. Thornton

Area Specialist

Form RD 1942-46 (Rev. 6-10)

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED OMB NO. 0575-0015 OMB NO. 0570-0062

#### LETTER OF INTENT TO MEET CONDITIONS

Date 06-15-2021

United States Department of Agriculture	
Rural Development	
(Name of USDA Agency)	
P.O. Box 8	
Winton, NC 27986	
(USDA Agency Office Address)	
<del>20. (2011-0.1.)</del>	<del></del>
We have reviewed and understand the conditions s them not later than 06-15-2022	set forth in your letter dated <u>06-15-2021</u> . It is our intent to meet all o
	Town of Sharpsburg
	(Name of Association)
	BY
	Robert Williams, Mayor
	(Title

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### USDA Form RD 1942-47 (Rev. 12-97)

# LOAN RESOLUTION (Public Bodies)

FORM APPROVED OMB NO. 0575-0015

A RESOLUTION OF THE Town Board	
	E INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING G, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
2021 DCI Street Sweeper	LY WITHIN ITS JURISDICTION TO SERVE.
FACILITY TO SERVE AN AREA LAWFOLD	LT WITHIN ITS JURISDICTION TO SERVE.
WHEREAS, it is necessary for the	Town of Sharpsburg
ant-10-1	(Public Body)
(herein after called Association) to raise a portion of	f the cost of such undertaking by issuance of its bonds in the principal amount of
185,000.00	
pursuant to the provisions of N.C.G.S. 160A-20	and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

- To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items
  and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
- To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall
  appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from
  responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as
  required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
- 3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
- 4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
- 5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
- 6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
- 7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
- 8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
- 9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
- 10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
  - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
  - (b) Repairing or replacing short-lived assets.
  - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.

- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to e	To accept a grant in an amount not to exceed \$								
under the terms offered by the Govern	under the terms offered by the Government; that the								
or appropriate in the execution of all w	and Town Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).								
otherwise specifically provided by the bonds are held or insured by the Gover for in more specific detail in the bond resolution or ordinance should be foun	The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee								
The vote was:	Yeas		Nays Abs	ent					
IN WITNESS WHEREOF, the Town Board			- ika ayan ayan ayan ayan ayan ayan ayan ay	of the					
Town of Sharpsi	burg		has duly adopted this res	olution and caused it					
to be executed by the officers below in duplicate o	n this	15th	day of June	, 2021					
(SEAL)		s							
		Ву							
Attest:		Title Robe	rt Williams, Mayor						
Tracy Sullivan, Town Clerk		•							
Title		5							

#### **CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as Town Clerk		of the Town of Sharpsburg
hereby certify tha	t the Town Board	of such Association is composed of
5	members, of whom 3	, constituting a quorum, were present at a meeting thereof duly called and
held on the	15th day of June	, 2021; and that the foregoing resolution was adopted at such meeting
by the vote shows	above. I further certify that as of _	, the date of closing of the loan from the Government, said resolution
remains in effect	and has not been rescinded or amend	ded in any way.
Dated, this	day c	of
		Title

#### **USDA-RD** Form RD 442-7 (Rev. 3-02)

#### Position 3

Form Approved OMB No. 0575-0015

#### **OPERATING BUDGET**

Schedule 1

								Schedule 1
Name			Address					
Sharpsburg, Town of			Po Box	1759			Sharpsburg, No	C 27878-
Applicant Fiscal Year				County State (Including			ZIP Code)	
From	То		Nash				NC 27878-	
	20	20		20	21	20	22	First Full Year
OPERATING INCOME	(1)	(2)			(3)		(4)	(5)
1. Total Revenue	0		0		1,574,722		1,612,987	1,651,464
2.								
3.								
4.								
5. Miscellaneous	0		0		d		o	0
6. Less: Allowances and Deductions	( )	(	))	(	)(	(	)0(	0)
7. Total Operating Income (Add Lines 1 through 6)	0		0		1,574,722		1,612,987	1,651,464
OPERATING EXPENSES								
8. Total Expense	0		0		1,546,751		1,584,236	1,600,078
9.								
10								
11.								
12.								
13								
14								
15. Interest (RD)	0		0		11,611		11,429	15,406
16. Depreciation	0		0		91,036		100,139	110,152
17. Total Operating Expense (Add lines 8 through 16)	0		0		1,649,398		1,695,804	1,725,636
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0		0		-74,676		-82,817	=74,172
NONOPERATING INCOME								
19								
20.	1							
21. Total Nonoperating Income (Add Lines 19 and 20)	0		0		d		0	0
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	0		0		-74,676		-82,817	-74,172
		6	Budget a	nd Proj	ected Cash I	Flow	Approved by C	Soverning Body

Attest:			06/15/2021
	Tracy Sullivan, Town Clerk	Secretary	Date
			06/15/2021
	Robert Williams, Mayor	Approximientes Officials	Date

#### **PROJECTED CASH FLOW**

	20	20	20 21	20 22	First Full Year
A. Line 22 from Schedule 1 Income (Loss)		9	-74,676	-82,817	-74,17
Add					
B. Items in Operations not Requiring Cash:			01.034	100 120	110.15
1. Depreciation (Line 16, Schedule 1) 2. Others:		]	91,036	100,139	110,152
z. Others.		1	1	<del>-</del> 0	
C. Cash Provided from:					
1. Proceeds from RD loan/grant	1 9	o	d c	235,000	(
2. Proceeds from others		O .	d	0	
<ol> <li>Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities</li> </ol>		9	a c	0	(
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Asset (Exclude Cash)		o	d o	0	
5. Other:		0	d	0	
6.			d	0	
D. Total all A, B and C Items		0	16,360	252,322	35,980
E. <i>Less:</i> Cash Expended for:					
<ol> <li>All Construction, Equipment and New Capital Items (Loan and grant funds)</li> </ol>	9	00	d	235,804	
<ol><li>Replacement and Additions to Existing Property, Plant and Equipment</li></ol>	8	o	a c	0	(
3. Principal Payment RD Loan		0	5,522	5,704	22,594
4. Principal Payment Other Loans		0	10,651	10,651	10,65
5. Other:		0	d	0	(
6, Total E 1 through 5 Add		9	16,173	252,159	33,24
F. Beginning Cash Balances		0	816,423	817,072	816,91
G. Ending Cash Balances (Total of D minus E 6 plus F)		d	816,610	817,235	819,652
Item G Cash Balances Composed of:					
Construction Account	l a	ol .	d c	0	(
Revenue Account		0	d	0	(
Debt Payment Account	(4	0	c c	0	
O&M Account		0	816,423	816,268	816,91
Reserve Account		×	649	649	2,736
Funded Depreciation Account		9	90	0	
Others:			g	0	
Total - Agrees with Item G		0.0	817,072 00	816,917 00	819,653 00

#### **BUDGET ATTACHMENT**

### **Income Detail**

Income Source	Year1_0	Year2_0	Year3_2021	Year4_2022	First Full Year
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	1,574,722.00	1,612,987.00	1,651,464.00
TOTALS			1,574,722	1,612,987	1,651,464

### **Expense Detail**

Expense Source	Yearl_0	Year2_0	Year3 2021	Year4_2022	First Full Year
Interest	0.00	0.00	11,611.00	11,429.00	15,406.00
Total Expense	0.00	0.00	91,036.00 1,546,751.00	100,139.00 1,584,236.00	110,152,00 1,600,078.00
TOTALS			1,649,398	1,695,804	1,725,636

USDA Form RD 1940-1 (Rev. 06-10)

#### **REQUEST FOR OBLIGATION OF FUNDS**

FORM APPROVED OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZ	ED ELITE TYPE IN SPACES MARKED ( )			
Complete Items 1 through 29 and ap	plicable Items 30 through 34. See FMI.			
1. CASE NUMBER	LOAN NUMBER FISCAL YEAR			
ST CO BORROWER ID				
38-064-****1332	2021			
2. BORROWER NAME	3. NUMBER NAME FIELDS			
Sharpsburg, Town of	(1, 2, or 3 from Item 2)			
100	4. STATE NAME			
	North Carolina 5. COUNTY NAME			
	Nash			
GENERAL BORR	OWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION  1 - WHITE	AND CHATTEL TO SECURED BY 2 - MEMBER OF FAMILY			
10. SEX CODE 3-FAMILY UNIT 4- ORGAN MALE OWNED 6 1-MARIE 5-ORGAN FRANLE OWNED 2-FEMALE 8-PUBLIC BODY 11. MARRIED 3-UNMARRIE 2-SEPARATED WIDOWED	12. VETERAN CODE 13. CREDIT REPORT			
14. DIRECT PAYMENT 15. TYPE OF PAYMENT	16. FEE INSPECTION			
2 (See FMI) 1 - MONTHLY 1 - SEMI-ANNUALLY 2 2 - ANNUALLY 4 - QUARTERLY	2 2 2 NO			
17. COMMUNITY SIZE  1-10 000 OR LESS (FOR SH AND 2-0 VER 10,000 HPG ONLY)	18. USE OF FUNDS CODE (See FMI)			
	R OBLIGATION OF FUNDS			
19. TYPE OF 20. PURPOSE CODE ASSISTANCE	21. SOURCE OF FUNDS 22. TYPE OF ACTION			
238 (See FMI) 8	1 - OBLIGATION ONLY 2 - OBLIGATION CHECK REQUEST 1 3 - CORRECTION OF OBLIGATION			
23. TYPE OF SUBMISSION 24. AMOUNT OF LOAN	25. AMOUNT OF GRANT			
1-INITIAL 2-SUBSEQUENT 2 \$185,000.00	\$50,000.00			
26. AMOUNT OF 27. DATE OF APPROVAL	28. INTEREST RATE 29. REPAYMENT TERMS			
MO DAY YR				
	2.2500 %   10			
COMPLETE FOR COMMUNITY PROGRAM 30. PROFIT TYPE	AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
2 - LIMITED PROFIT 1 - FULL PROFIT 3 - NONPROFIT				
COMPLETE FOR EM LOANS ONLY	COMPLETE FOR CREDIT SALE-ASSUMPTION			
31. DISASTER DESIGNATION NUMBER	32. TYPE OF SALE 2 - ASSUMPTION ONLY 4 - ASSUMPTION WITH			
(See FMI)	1 - CREDIT SALE ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN SUBSEQUENT LOAN			
FINANCE OFFICE USE ONLY	COMPLETE FOR FP LOANS ONLY			
33. OBLIGATION DATE  MO DA YR	34. BEGINNING FARMER/RANCHER			
	(See FMI)			

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office

COPY 2 - Applicant/Lender COPY 3 - State Office

#### CERTIFICATION APPROVAL

#### For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

loan will be the rate specified in Item 28 of this form.

38. TO THE APPLICANT: As of this date

As per the rates and terms as outlined on the Letter of Conditions dated June 1, 2021.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the

YES

interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my

		_		
	WARNING:	knowingly and willfully falsifies fact, or makes any false, fictitio any false writing or document k	he jurisdiction of any department or a s, conceals or covers up by any trick, s us or fraudulent statements or represo knowing the same to contain any false ad under this title or imprisoned not m	scheme, or device a material entations, or makes or uses , fictitious or fraudulent
Date	June 15	20 21		
		,	Tracy Sullivan, Town Clerk	
				(Signature of Applicant)
Date:	June 15	20 21		(SEAL)
		, 23	Robert Williams, Mayor	
				(Sign knows of Co-sippikaning
37,	prerequisite to pre that all requireme amount set forth	oviding assistance of the type indic ents of pertinent regulations have be above, and by this document, subje	administrative determinations and certificated above have been made and that evidence complied with. I hereby approve the ct to the availability of funds, the Govern ct to the availability prescribed by regular	dence thereof is in the docket, and above-described assistance in the nment agrees to advance such
				(Signature of Approving Official)
		Typed or Pri	inted Name:	
Date	Approved:	<del></del>	Title: Acting State Directo	or

from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by

the USDA. If you have any questions contact the appropriate USDA Servicing Office.

\_\_, this is notice that your application for financial assistance

Form RD 400-1 (Rev. 5-00)

#### UNITED STATES DEPARTMENT OF AGRICULTURE

FORM APPROVED OMB No. 0575-0018

#### **EQUAL OPPORTUNITY AGREEMENT**

This agreement, dated	06-15-2021	between
Town of Sharpsburg		

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor 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 national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
- 4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
- 5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
- 6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
- 7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first	written above.		
	Recipient		Recipient
(CORPORATE SEAL)		Town of Sharpsburg Name of Corporate Recipient	· · · · · · · · · · · · · · · · · · ·
Attest:		D.	
Tracy Sullivan, Town Clerk	SPECTATION	By Robert Williams, Mayor	popological designation of the contraction of the c

USDA Form RD 400-4 (Rev. 11-17)

### ASSURANCE AGREEMENT

(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED OMB No. 0575-0018 OMB No. 0570-0062

The Town of Sharpsburg

(name of recipient)

Po Box 1759 Sharpsburg, NC 27878-

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <a href="http://www.lep.gov">http://www.lep.gov</a>;

- 2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.)[as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
- 3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
- 4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
- 5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
- 6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

- You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
- You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
- 3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
- 4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
- 6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
- 7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### **Employment Practices**

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

#### Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Town of Sharpsburg	on this
	(name of recipient)
date has caused this agreement to be executed by its duly hereunto executed this agreement.	authorized officers and its seal affixed hereto, or, if a natural person, has
(SEAL)	Recipient
	06/15/2021
	Date
Attest	Robert Williams, Mayor
Tracy Sullivan, Town Clerk	Title
Title	

#### Position 3

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

# APPLICANT CERTIFICATION FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))	(Date)	(Signature-Individual(s))	(Date)
	06-15-2021	Town of Sharpsburg	
(SEAL)	(Date)	(Name of A	pplicant)
		(Signature of Authorize	d Entity Official)
ATTEST:		Robert Williams, Mayor	
		(Title of Authorized Er	ntity Official)
		Po Box 1759	
(Signature of Attesting Official)		(Address	)
Tracy Sullivan, Town Clerk		Sharpsburg, NC 27878-	
(Title of Attesting Official)		(City, State, and Zip Code)	

OMB Control No. 0505-0027 Expiration Date: 04/30/2022



# Certification Regarding Debarment, Suspension, and Other Responsibility Matters AD-1047 Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

#### (Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2. Have not within a three-year period preceding this proposal 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 (A.2.) of this certification; and
  - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RGANIZATION NAME PR/AWARD NUMBER OR PROJECT NAME		TNAME
Town of Sharpsburg	2021 DCI Street Sweeper	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	1	
Robert Williams, Mayor		
SIGNATURE(S)		DATE 06/15/2021

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisel or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<a href="https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer">https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer</a>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 699-7442.

OMB Control No. 0505-0027 Expiration Date: 04/30/2022



# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

#### (Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

### Town of Sharpsburg

2021 DCI Street Sweeper

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

## Robert Williams, Mayor

SIGNATURE(S)

DATE

06/15/2021

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender Identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Brailie, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339 Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

OMB Control No. 0505-0027 Expiration Date: 04/30/2022



# Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L.100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

#### (Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 2. Establishing an ongoing drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
  - 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will =
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b 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 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;
  - 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. 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;

<ol> <li>Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs         A.1 through A.6.     </li> </ol>				
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:				
PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code	2)			
P.O. Box 1759 Sharpsburg, NC 27875-	7			
l.o. box 1733 sharpsbarg, we 27073				
Check if there are workplaces on file that are not identified here.				
Check in there are workplaces on the that are not identified here.				
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJEC	CTNAME		
Town of Sharpsburg 2021 DCI Street Sweet		er		
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)				
Robert Williams, Mayor				
Nobel Williams, Mayor	1.00			
SIGNATURE(S)		DATE		
		06/15/2021		
		33, 23, 2321		

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339 Additionally, program information may be made available in languages other than English

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

#### CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 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 or loan, the undersigned shall complete and submit Standard Form LLL, ''Disclosure of Lobbying Activities,'' 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 contracts, subcontracts, and subgrants under grants and loans) 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 and not more than \$100,000 for each such failure.

Town of Sharpsburg	06-15-2021
(name)	(date)
Robert Williams, Mayor	
(title)	<del></del>

Form RD 3570-3

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED OMB No. 0575-0173

(Rev. 07-20)

#### **COMMUNITY FACILITIES GRANT AGREEMENT**

#### **Grantee and Agency**

This Grant Agreement (Agreement) dated 06/15/2021 , is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

#### I. GENERAL AWARD INFORMATION

1. Grantee Name & Address	2. DUNS No.	3. SAM No.
Sharpsburg, Town of	052182680	5QV45
Po Box 1759 Sharpsburg, NC 27878-	4. Case No. 38-064-****1332	
5. Federal Award Identification Number (FAIN)	6. Award Date	
	06/15/2021	
7. Performance Start Date	8. Performance End Date	
06/15/2021	06/15/2021	
9. Amount of Federal Funds Obligated for this	10. Amount of Matching/Other Funds (if applicable)	
Action, 50,000.00 and Total Amount of Federal Funds Obligated	804.00	
11. Total Project Cost (Budget Approved Amount)	12. Award as Percentage of Total Project Cost	
235,804.00	99.6 %	
13. Grantee Contact (Name, Title, Contact Info)	14. Agency Contact (Name	e, Title, Contact Info)
Robert Williams, Mayor (252)446-9441	Monica Thornton, Area Specialist 252-358-7924	
15. Description of Real Property covered by the grant	16. Description of Equipm	ent covered by the grant
N/A	Street Sweeper	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

#### II. RESPONSIBILITIES

- A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.
  - 1. Financial and Program Management. You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.
    - a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.
    - b. Internal Controls. You must maintain internal controls in compliance with 2 C.F.R. § 200.303.
    - c. Payments. You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.
    - d. Revisions of the Work Plan and Budget. You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
    - e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.
    - f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$185,000 for the Period of Performance of the award. (See 2 C.F.R.§ 200.304)

- g. Program Income. You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
- 2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
- 3. Performance and Financial Monitoring and Reporting. You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
  - a. Form SF-425, "Financial Status Report." Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

```
Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
```

b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

```
Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
```

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

i. Describe the activities that the funds reflected in the financial status report were used for;

- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 90 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
- 4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
- 5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
- 6. **Default**. Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

- 7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
  - a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
  - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
    - The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
    - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
    - The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- d. Use of equipment. The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
  - i. Activities sponsored by the Agency.
  - ii. Activities sponsored by other Federal agencies.
- b. Use of equipment. During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
- c. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3):
  - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
  - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
  - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
- If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
- If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- **d.** The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
  - i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
  - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
  - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
  - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
  - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

- 9. **Earned Interest**. Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
- 10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
- 11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.343.
- 12. Post-Closeout Adjustments and Continuing Responsibilities. You must continue to comply with the requirements in 2 C.F.R. § 200.344 even after the Period of Performance for this Agreement has ended.
- 13. Cost Principles. You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
- 14. Audits. You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
- 15. Civil Rights Compliance. Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
- 16. Execute Agreements. The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

- 17. Universal Identifier and Central Contractor Registration. The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;
- 18. Federal Funding Accountability and Transparency Act. The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200,11-200,113.
- 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
- 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS). RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
  - 1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.
  - 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
- b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
- 3. Termination of This Agreement. This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

#### C. Both Parties. The Grantee and RHS agree to the following:

- 1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
- 2. Conflict between this Agreement and Other Applicable Regulations or Laws. If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
- 3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have author	ity to enter into this Agreement.	
Approved by an Authorized Representative of the	Grantee:	
Robert Williams		
Name (Please Print)		
Mayor, Town of Sharpsburg		
Title (Please Print)		
	06/15/2021	
Signature	Date	
Approved by the United States of America, Rural I	Housing Service by:	
Monica Thornton		
Name (Please Print)		
Area Specialist, USDA Rural Development		
Title (Please Print)		
	06/15/2021	
Signature	Date	

### Attachment A

### Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

#### ATTACHMENT B

#### I. Reporting Subawards and Executive Compensation.

- A. Reporting of first-tier subawards.
  - 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
  - 2. Where and when to report.
    - a. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.
    - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  - 3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.
- B. Reporting Total Compensation of Recipient Executives.
  - 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
    - a. the total Federal funding authorized to date under this award is \$25,000 or more;
    - b. in the preceding fiscal year, you received
      - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
    - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.html">http://www.sec.gov/answers/execomp.html</a>)
  - 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
    - a. As part of your registration profile at http://www.ccr.gov.
    - b. By the end of the month following the month in which this award is made, and annually thereafter.

- C. Reporting of Total Compensation of Subrecipient Executives.
  - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
    - a. in the subrecipient's preceding fiscal year, the subrecipient received
      - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
      - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm.">http://www.sec.gov/answers/execomp.htm.</a>)
  - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
    - a. To the recipient.
    - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- D. *Exemptions*. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - 1. Subawards, and
  - 2. The total compensation of the five most highly compensated executives of any subrecipient.
- E. Definitions. For purposes of this award term:
  - 1. Entity means all of the following, as defined in 2 CFR part 25:
    - a. A Governmental organization, which is a State, local government, or Indian tribe:
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization;
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a
    - f. non-Federal entity.
  - 2. Executive means officers, managing partners, or any other employees in management positions.
  - 3. Subaward:
    - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - b. The term does not include your procurement of property and services needed to carry out the project or program.

- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. Subrecipient means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### ATTACHMENT C

#### I. System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers.

  The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award.
- C. Definitions. For purposes of this award term:
  - 1. 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 http://www.sam.gov).
  - 2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
  - 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    - a. A Governmental organization, which is a State, local government, or Indian Tribe;
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization; and
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

#### 4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

RURAL DEVELOPMENT, USDA	
P.O. Box 8	
Winton, NC 27986	
This is to certify that the	Town of Sharpsburg
is in compliance with Federal, State, a	and Local requirements include the following:
<ul> <li>a. Compliance with special laws and r</li> <li>b. Compliance with State Pollution Control</li> <li>Protection Agency standards.</li> <li>c. Consistency with other development</li> <li>d. Compliance with State agency regule.</li> <li>e. Compliance with Civil Rights Act of</li> <li>f. Compliance with Title IX of the Edg.</li> <li>g. Compliance with Section 504 of the</li> <li>h. Compliance with Age Discrimination</li> <li>i. Compliance with A-133 audit requires</li> </ul>	ontrol or Environmental  at plans of the area.  alating water rights.  of 1964.  ucation Amendments of 1972.  e Rehabilitation Act of 1973.  on Act of 1975.
BY; Robert Williams, Mayor	
06/15/2021	<del></del>
Date	

Po Box 1759

Sharpsburg, NC 27878-

## Annual Amortization Factor & Amortization Schedule Calculator

# Town of Sharpsburg - Street Sweeper (example)

\$ 185	5,000.00 Loar	n Amount
	2.250% Inte	rest Rate (entered as a percentage i.e. 3.625%)
	10 Terr	n e e e e e e e e e e e e e e e e e e e
	0 #	of Years of Principal Deferral (Select from drog-down)
	10 Amo	ortization Period PC
	1 Pa	ayments per Year
	112.79 Amo	ortization Factor

\*\*Disclaimer - Please note that the breakdown of principal and Interest payments shown are an estimate only and don't account for leap years. Actual amounts are dependent upon the actual date of application of payment. Interest accrues daily from one payment to the next.

\$ 20,867.00	Payment	100	ilex(.
7/15/2021	Date of Loan Closing	y 0	Balance
Payment	Interest	Principal	\$ 185,000.00
7/15/2022	\$ 4,162.50	\$ 16,704.50	\$ 168,295.50
7/15/2023	\$ 3,786.65	\$ 17,080.35	\$ 151,215.15
7/15/2024	\$ 3,411.66	\$ 17,455.34	\$ 133,759.81
7/15/2025	\$ 3,009.60	\$ 17,857.40	\$ 115,902.41
7/15/2026	\$ 2,607.80	\$ 18,259.20	\$ 97,643.21
7/15/2027	\$ 2,196.97	\$ 18,670.03	\$ 78,973.18
7/15/2028	\$ 1,781.76	\$ 19,085.24	\$ 59,887.95
7/15/2029	\$ 1,347.48	\$ 19,519.52	\$ 40,368.43
7/15/2030	\$ 908.29	\$ 19,958.71	\$ 20,409.72
7/15/2031	\$ 459.22	\$ 20,407.78	\$ 1.94
7/15/2032	\$ 0.04	\$ 20,866.96	\$ (20,865.02)
7/15/2033	\$ -	\$ -	\$ -
7/15/2034	\$ -	\$ -	\$
7/15/2035	\$ -	\$ -	\$ :-
7/15/2036	\$ -	\$ -	\$
7/15/2037	\$ -	\$	\$
7/15/2038		\$ -	\$ -
7/15/2039	\$	\$	\$
7/15/2040	\$ -	\$ -	\$ -
7/15/2041	\$ -	\$	\$ -
7/15/2042	\$ -	\$ =	\$
7/15/2043	\$ -	\$ -	\$ :-
7/15/2044		\$ -	\$
7/15/2045	\$ -	\$ -	\$
7/15/2046	\$ -	\$ -	\$ -
7/15/2047	\$ -	\$ -	\$
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7/15/2057	\$ -	\$	\$
7/15/2058	\$ -	\$ -	\$
7/15/2059	\$	\$ -	\$ -
7/15/2060		\$	\$