STATE OF NORTH CAROLINA
CIOUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN
BUNCOMBE COUNTY & LAND OF SKY REGIONAL COUNCIL

This Agreement is entered into effective November ____, 2026, by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina ("County") and the LAND OF SKY REGIONAL COUNCIL, a regional council of governments serving Buncombe, Henderson, Madison, and Transylvania counties ("LOSRC").

W I T N E S S E T H

WHEREAS, the Land of Sky Regional Council received a grant from the North Carolina Department of Environmental Quality ("NC DEQ") to fund resilience projects in communities impacted by Hurricane Helene;

WHEREAS, the Land of Sky Regional Council identified the Leicester branch of the Buncombe County Public Library system ("Leicester Library"), a County-owned facility, as a qualifying project site for the installation of a Battery Energy Storage System ("BESS") under said grant program;

WHEREAS, a BESS is a technology that captures electrical energy from the grid or renewable sources (like solar and wind) and stores it in electrochemical batteries for release when needed;

WHEREAS, on a day-to-day basis, the BESS will mitigate short-term power outages and reduce taxpayer-funded energy costs by discharging stored energy, and in the event of an emergency, the BESS will enhance community resilience by providing reliable back-up power;

WHEREAS, counties and agencies of local government may enter into joint undertakings as authorized by N.C. Gen. § 160A-460(2).

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of each other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1. Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish and memorialize the terms and conditions governing the procurement, funding, project management, installation, and ownership, and maintenance of the BESS at the Leicester Library ("BESS project").

2. Duration. This Agreement shall commence on November _____, 2026, and shall terminate upon acceptance of the BESS by the County.

3. Responsibilities.

    a. Land of Sky Regional Council shall:

        i. Serve as the project manager for all construction and installation activities associated with the BESS project. LOSRC conducted a competitive RFP process and entered into a contract

directly with the selected contractor. LOSRC shall be responsible for overseeing the selected contractor's work, managing the construction schedule, and ensuring the BESS project is completed in accordance with applicable specifications and grant requirements. LOSRC shall ensure that in the contract between LOSRC and its contractor, the contractor agrees to indemnify and defend both LOSRC and the County for any damage, injury, claim, or suit resulting from the acts or omissions of the contractor. The County shall have no contractual relationship with the contractor and shall bear no responsibility for project management or construction oversight.

ii. Remit payment to the contractor for all construction and installation costs associated with the BESS project, in the total estimated amount of Sixty-Four Thousand Nine Hundred Fifty Dollars ($64,950.00). No grant funds or contractor payments shall pass through Buncombe County. The County shall have no cost share obligation under this Agreement and shall bear no responsibility for any construction or installation costs associated with the BESS project, including any costs in excess of the estimated amount set forth above.

iii. Comply with all NC DEQ grant conditions relating to procurement and the expenditure of grant funds and shall maintain documentation of all project expenditures.

b. Buncombe County shall:

i. Grant LOSRC, its contractor, and their duly authorized personnel access to the Leicester Library for purposes of construction and installation of the BESS, with the understanding that the County must approve the installation schedule. The County shall not unreasonably withhold approval of the installation schedule.

ii. Monitor and report BESS system performance data to LOSRC and NC DEQ as required by the terms of the grant. Such reports shall be based on data generated from the monitoring system provided by the contractor and shall be submitted on a schedule consistent with NC DEQ grant reporting requirements.

iii. Comply with NC DEQ grant conditions applicable the County as owner and host site of the BESS, including reporting obligations and any requirements governing the use and operation of grant-funded equipment. The County shall maintain records relating to its reporting obligations under Section 3(b)(ii) of this Agreement and make such records available to Land of Sky and NC DEQ upon request.

4. Ownership. Upon completion and acceptance of the installation, the Battery Energy Storage System installed at Leicester Library shall become the sole property of Buncombe County. The County shall be responsible for all insurance, maintenance, and operational costs associated with the BESS following project completion. The LOSRC shall ensure that any and all warranties are issued in the name of the County.

5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.

6. Disputes.

   a. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

   b. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties

7. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.

8. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

Land of Sky Regional Council	Buncombe County
Ian Baillie ian@landofsky.org	Jeremiah LeRoy Jeremiah.LeRoy@Buncombenc.gov

Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and the LOSRC, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

Buncombe County	Land of Sky Regional Council
By: _____	By: _____
Avril Pinder, County Manager	Nathan Ramsey, Director