

CASWELL COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

March 20, 2023
OTHERS PRESENT

John Dickerson, Chairman
Tim Yarbrough
Finch Holt
Jeremiah Jefferies
Rick McVey
Frank Rose

Bryan Miller, County Manager
Carla Smith, Clerk to the Board
Melissa Williamson, Deputy County Manager
Aisha Gwynn, Assistant County Manager
Jennifer Hammock, Finance Director
Brian Ferrell, County Attorney (Remote)

The Board of Commissioners for the County of Caswell, North Carolina, met in regular session on Monday, March 20, 2023 at 6:30 pm at the Gunn Memorial Library.

WELCOME:

Chairman Dickerson called the meeting to order, and welcomed everyone to tonight's meeting of the Caswell County Board of Commissioners. Then all paused for a moment of Silent Prayer, and the Board of Commissioners and all the guest in attendance recited the Pledge of Allegiance.

PUBLIC COMMENTS:

There were no recognitions.

RECOGNITIONS:

There were no recognitions.

AGENDA:

APPROVAL OF AGENDA:

County Manager Miller said Mr. Chairman I have one item that I'd like to add to the agenda. I'd like to add number 10, Letter of Support for Project CEAD. Chairman Dickerson said I have an item I would like to add. I have a question for the County Attorney tonight involving the appointment of the position to the Board. County Manager Miller said so would you like to put that as number 8 under discussion items. Chairman Dickerson said that'll be fine. Then Chairman Dickerson asked if there was any more discussion about the agenda?

A **motion** was made by Commissioner Jefferies and seconded by Commissioner Rose and **carried unanimously** approve the agenda as amended. (Ayes: Commissioners Holt, Yarbrough, Rose, McVey, Jefferies, and Dickerson)

APPROVAL OF CONSENT AGENDA:

- a. March 6, 2022 Regular Meeting Minutes FY 2022-23 Budget Amendment # 6

March 20, 2023

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner Jefferies and **carried unanimously** approve the consent agenda. (Ayes: Commissioners Holt, Yarbrough, Rose, McVey, Jefferies, and Dickerson)

DISCUSSION ITEMS:

PELHAM INDUSTRIAL PARK RESTRICTIVE COVENANTS:

County Manager Miller said Commissioners, you have in your agenda packet the restrictions and covenants for the Pelham Industrial Park. I do not believe it's important that you decide anything about this tonight. However, I do believe it's important you're aware they exist, and if they need to be amended in any way that there is a process outlined in the document for doing so. That process requires a meeting of all the property owners of the industrial park. So I'll just point out to you really quickly that Article III indicates all the permitted uses, Article IV outlines all the prohibited uses, Article V of the document outlines the development standards such as setbacks, Landscaping, lighting, signage, plan approval, site size, maintenance, trash collection, etc., and then Article VI outlines the Association Membership. So I'm happy to answer any questions you have about the document. I'm happy to answer any questions you have.

Commissioner Holt asked who is the association? Is that us and the landowner? County Manager Miller said so it's the Board of Commissioners and the way I understand it, there's three separate entities that are a Motorsports Company and there's two different warehousing complexes that are in two different warehouses there that would all be memberships of the association.

Commissioner Holt said well when it said something about voting, it said Caswell County had three votes, but it said you have a vote for I think one vote for each acre that you own. So do we fall under that, or we only have three? County Manager Miller said no, I think you have three votes per acre. Commissioner Holt said okay. I didn't see anywhere in there where it couldn't be changed. County Manager Miller said yeah, and I would agree with that. I think there's some case law that deals with changing amendments after lots have already been sold. I think we would need to work closely with the landowners that are already there, and just make sure that they were okay with doing that. But I do believe that you're correct in that just from a voting standpoint, the county retains enough votes to change whatever needs to be changed.

Commissioner Holt said Mr. Ferrell did you have something. County Attorney Ferrell said thank you for that. So there is a process outlined in the document for amending the covenants. I'll note that these are old. These have some age on them. Looks like they date from 2002. There's been a number of changes to the way that planned unit developments operate and are governed since then. So as the County Manager said as the Commissioners think about potentially amending the covenants, perhaps expanding or changing some of the permitted uses, we would just need to go through the process. There's a recent case law that talks about the need to get consent from all owners when you substantively amend certain provisions of covenants. So we just need to be mindful of that. I don't anticipate that you'd have any issues out here, but it is a process. When and if you're ready to start the amendment, it'll take a bit of time.

March 20, 2023

Chairman Dickerson asked if there were any other questions or comments about the restrictive covenants? Commissioner Holt asked did we want to move him forward with some more investigating at this moment? Maybe give us some kind of resolve. County Manager Miller said I'm happy to do it. I'm happy to look further into the changes that would be required to necessitate moving forward with amending the covenants for the types of businesses that you discussed. Yes.

Commissioner Yarbrough said now the only thing that is actually prohibited is private residences or businesses that would create any of these eight or ten things listed. Am I correct? County Manager Miller said well I think there's some language in the document that talks about manufacturing and that it needs to be from manufacturing. Commissioner Holt said well what he was saying, I was kind of going that way. The more I read it, the more it really didn't actually say you could put a motel or a restaurant. Commissioner Yarbrough said but it didn't say you couldn't. Commissioner Holt said it say what you could, and that's the problem. It wasn't clean. Commissioner Yarbrough said that's not listed under permitted uses. Correct?

Attorney Ferrell said the way the covenant's set up in Article IV: there's a very minimal number of prohibited uses, and you've mentioned the categories. Residential uses are permitted, and then not just uses, I'll call them, those uses that create a disturbance or a nuisance, dust, odor, or that sort of thing. Then there's a catch-all in section three that allows any other uses even though they're not enumerated as permitted uses that are acceptable to the association. So there's a pretty wide latitude for the association to approve various uses. So depending on exactly what uses you have in mind for this property you may or may not need to make substantive amendments to the covenants. Although you might want to for other reasons; just because they are old.

Commissioner Holt said there was one more time with that, and somebody help me remember. We were going to check on what the water and sewer. What kind of deal we had I guess with Danville? County Manager Miller said so with the research we've done so far, what I can see in the original document is that we have 100,000 gallons for water and 100,000 gallons for sewer a day. There was some effort later on to make that a half million gallons per day in 2015, and we have contracts that were drawn up between the City of Danville and the county. To date I can't find record of those contracts being approved. I have a copy of the contract. So we're still trying to find some record of those contracts being approved by the Board, and when we do so, I'll let you know. But as it stands right now, I know it's at least a hundred thousand gallons a day, and current usage doesn't meet a hundred thousand gallons a month Commissioner Holt said 100,000 gallons is a lot.

Chairman Dickerson said so what's the pleasure of the Board? Commissioner Yarbrough said I think it'd be a good idea if we let Mr. Miller look into making some changes as far as hotel, motel, restaurant or whatever. What would need to be changed in this so that we wouldn't stump our toe so to speak? If someone or some business that are interested. Chairman Dickerson said from an industrial standpoint, 100,000 gallons a day, what type industries would exceed that?

County Manager Miller said well it's an industrial complex. To be honest with you, I don't have an answer for that. I don't know what would use a hundred thousand gallons a day but the combined usage would have to be a hundred thousand gallons a day. So if you had a restaurant and a hotel, I think a hundred thousand gallons is still more than sufficient. But if you had a large maybe metal fabrication shop that needed the cool metals and used water to do it, maybe that a way. I don't think, but most of the time you used some type of oil or lubricant to heat metals. I don't have a good answer for you.

Chairman Dickerson said with all that said, is the Board comfortable with Commissioner Yarbrough's suggestion that Mr. Miller go back and dig into the situation? Commissioner Rose said one thing I would say is when he came to the water and sewer, like you said, it's a hundred thousand combined for everybody. It may not be a bad idea to see if we would be able to get any more water if we did need it to put a hotel, motel, or restaurant there. The water capacity you met it, but then you've got land still left that you can't elect to do anything with because you're not able to get water and sewer on it. County Manager Miller said yes. Well like I said, the agreement that we were working on in 2015 was a half million gallons combined. So that would have been about 250,000 gallons of water and wastewater each per day. But I haven't spoken to the County Attorney about that yet, and he may have a little bit more information. I'll get with him later on in the week, and we'll figure that out. I know the Clerk to the Board has looked for the documents and the signed documents. She's looked for it in the agenda packets, and we've not been able to find where it was approved yet. We'll keep looking.

Chairman Dickerson said any more comments. What is the pleasure of the Board? Commissioner Holt said Mr. Ferrell, if it gets down to us having to change it and if it's a very simple process, would we be better off maybe just to leave it and see what comes to us? I mean if something really lucrative on the industrial side came to us all of a sudden, that we would never have dreamed of, and we had switched it over. But if it was where it was hanging out there that we could change it reasonably easy, would we be better off to maybe leave it just to see what comes. Attorney Ferrell said yes, there's certainly some value in the wait and see approach. So yeah I wouldn't imagine that any change the Manager would recommend would make the current uses or anything similar convert to prohibited uses. So we certainly wouldn't want to close the door to any potential future user of the park, even if you decided to perhaps expand explicitly some of the uses. So yes and perhaps we'll decide that there's enough flexibility in the document as is that we wait and see what comes. That certainly could be the outcome of the review. Commissioner Holt asked which one was it? Tim? Chairman Dickerson said we have a proposal by Commissioner Yarbrough for Mr. Miller to further investigate into the restricted covenants. What's the pleasure of the Board? Are we going in that direction? Any more discussion on it? County Manager Miller said I'm happy to do that Mr. Chairman.

QUESTION ABOUT VACANCY ON BOARD OF COMMISSIONERS:

Chairman Dickerson said everyone realizes that the appointment to the Board has now been passed to the Clerk of Court because we were deadlocked, but Mr. Ferrell, NC General Statute 128-7.2 are you familiar with that statute. Attorney Ferrell said I am. I looked at it in conjunction with the current issue. Chairman Dickerson said could you give me your interpretation of what that law means? Attorney Ferrell said yes. I believe that law is designed to place some limits around who can receive an appointment to a vacant office. I'm happy to read it. Chairman Dickerson said that would be good. Read the whole thing, and then I'll pick out the part that I'd like you to elaborate a little bit on.

Attorney Ferrell said sure. so this is pulling out from 153A-22D. Oh I'm sorry § 128-7.2 *No person is eligible for appointment to fill a vacancy in any elective office, whether State or local, unless that person would have been qualified to vote as an elector for that office if an election were to be held on the date of appointment. This section is intended to implement the provisions of Section 8 of Article VI of the Constitution.*

Chairman Dickerson said okay, so specifically I'm asking you as the attorney because I don't want to get into a situation like this in the future if we have another vacancy. No person is eligible for appointment to fill a vacancy in any elective office, whether State or local, unless that person would have been qualified to vote as an elector for that office if an election were held on the date of appointment. Mr. Foster would not qualify under that law to be appointed to that position. Attorney Ferrell said well, if there was an election held for that district based on the new district boundaries today, and he lives outside those district boundaries, he would not be eligible. Chairman Dickerson said so how did we wind up with a three to three deadlock? Mr. Ferrell, I'm kind of wondering why you didn't point that out a little harder during their deliberation. Attorney Ferrell said well, it's been there, but to me that's not necessarily controlling, that's why. That statute doesn't change the opinion that I provided to the Board about appointment from the old district or the new district. I'm certainly aware what that statute says but it doesn't change the opinion that I have about the appointment. Chairman Dickerson said the line that you've got to be an elector in that district to be appointed to that office, how can anybody see that as anything but a disqualifier for somebody that doesn't live in the district. That would be like saying somebody that lives in Japan could vote in an American election. That's not the case unless they had dual citizenship. Attorney Ferrell said I just disagree with the interpretation. Now look different lawyers can disagree about the interpretations. You have to read that statute in connection with the appointment statutes as well. It can't be read in a vacuum in my view. But that statute is there, and it does lead to some of the ambiguity about the current question. As I've said, I can't point to anything in case law that says specifically this is the answer to the question that the Board has raised about whether you appoint from the old district or the new district. I think it is a matter of interpretation when you read all of the relevant statutory materials that we have available on this question, and when you read them together. I came down with the same opinion that the election expert at the school of government came

March 20, 2023

down with, which is that it logically makes sense to appoint from the old district. Now would a court agree with me? I don't know. I have an opinion, that's what you pay me for, and I've provided it. It could be wrong. A court could decide it differently. Another lawyer could have a different opinion on the question. But to me, it's not so, and that statute doesn't answer the question definitively. Chairman Dickerson said well I can tell you're an attorney because you've talked around it to where you've articulated your position as such a well-rounded avenue that anybody could hear what you've said and be confused. But when we get back to the nuts and bolts and the wording of this law, I wholeheartedly disagree with your opinion and so do several other attorneys I have talked with. I think it is pretty clear. I'll move on from it, but I don't agree with you at all. Attorney Ferrell said and you don't have to agree with me, and I don't know what the clerk will ultimately do. I really don't, but to the extent that you end up disagreeing with his appointment, the Board will have some options available to it to challenge that opinion. I don't know what the clerk will do, but you can consider whatever he does after he does it, and if you believe it's a flawed understanding of the law whatever action comes, you'll have the options available to you. Chairman Dickerson said that is the Clerk of Court's discretion now. This ball has been kicked in his court. It's out of our hands. Are there any other questions or comments involved in this topic from any members of the Board?

Commissioner Yarbrough said Mr. Ferrell, any idea when or if we'll hear anything from the Attorney General. Attorney Ferrell said no, I haven't heard any word on when or if we may hear back other than to know that the package was delivered to their office last week.

ACTION ITEMS:

EDC ADDITIONAL PERMANENT VOTING SEATS:

County Manager Miller said Commissioners, the EDC has requested that we add a few additional voting members to the EDC. Those members are Piedmont Community College President, Agricultural Extension Director, Caswell Health Collaborative Director, and the Chamber of Commerce Director. These would be ex-officio members. However, they would be able to vote. Milton and Yanceyville have already approved these positions. I would recommend you approve these additional voting positions, if it pleases the Board tonight, and we'll bring back an amended resolution to the Board at the next meeting for approval.

Attorney Ferrell said Mr. Miller, just as you wrap up there, let me just mention to the Board that the enabling legislation that gives counties and municipalities the authority to create the Economic Development Commissions has a requirement that the commission shall consist of between three and nine members. There are currently nine members. So in order to add, if you will, dedicated seats, we'll have to reconfigure how the seats are appointed. Right now it's 3,3,3. Each local government appoints three. So we'll have to reconfigure that a little bit, if you want to have designated seats for these additional voting numbers.

March 20, 2023

Commissioner Holt said yeah, that's cool. It's admin. What's the advantage to adding these seats? County Manager Miller said so those are members that regularly attend the EDC meetings now. It just gives additional community organizations a voice in the Economic Development process.

Commissioner Yarbrough said did I hear you right? You said they would be ex-officio. All three? They won't have any voting rights. County Manager Miller said they will have voting rights. So ex-officio really only means your appointment is because of the office that you hold. You're appointed to that position as a result of one's status or position. So I'm going to use PCC for an example. It would not be Pamela Senegal; it would be Piedmont Community College President. So they would have the ability to vote. That's what the EDC has requested.

Attorney Ferrell said so they would actually have member status just like the other members on the board, and that's why the maximum number comes into play. You can only have nine by statute. County Manager Miller said based on County Attorney's comments, maybe we need to relook this a little bit. Let me go back to the Town of Milton, the EDC, and the Town of Yanceyville and discuss this with them a little bit further because I don't know that everybody's aware of that. So if we could just table this item to a future date. Chairman Dickerson said sounds like that's the best course of action. Remember it's going to be tabled.

GREAT GRANT CONTRACT:

County Manager Miller said Commissioners, in your agenda packet you have a generic GREAT Grant three-party agreement produced by the State NCDIT along with Exhibit J. Exhibit J is an outline of how county matching funds will be paid to the Internet Service Provider (ISP) that won the bid for the contract. For Exhibit J, counties were given four options for payment of matching funds. You have additional information on your desk related to Exhibit J. So Option 1 provides that the entire amount of matching funds be paid to the provider within 10 days of the execution of the contract. So Option 2 provides that the entire amount be wired to the provider in full within 30 days after the county receives the final progress report from the construction period from NCDIT. Option 3 provides the funds will be provided to the provider in two equal payments. One ten days after execution of the contract, and one upon receipt of the progress report from NCDIT. Option 4 provides a kind of a pay-as-you-go approach for distributing the funds. The grantee would submit requests for reimbursement to NCDIT pursuant to the process set forth in the GREAT grant agreements and exhibits. Upon approval of each payment requested by NCDIT, NCDIT would send a copy of that payment request to the county. The county would then wire whatever percentage of the amount that was approved by NCDIT to the grantee within 10 days of receipt of the payment request. This percentage would represent the County's pro-rata share of the total project cost. So I know that's a lot. First, I would recommend to the Board option 2 for the Exhibit J. Option 2 provides the entire amount be wired to the provider in full within 30 days after the county receives the final progress report for the construction period from NCDIT. My recommendation is based on two points. First, ISPs have been awarded two great grants in previous years that were never built. This gives me some pause to recommend to any other payment schedule than the one I'm recommending. Secondly, the

March 20, 2023

amount obligated by Caswell is such a small part of the overall project amount, it should not hinder the progress of the project to wait until completion to disperse the funding. I'm happy to answer any questions that you may have about the four different exhibits.

Commissioner Holt asked is the NCDIT a government agency that's going to say yes their contract's been completely finished? County Manager Miller said yes.

Commissioner Yarbrough said so what you're saying is don't pay them anything until the job is completed. County Manager Miller said that's correct. Commissioner Yarbrough said the \$250,000, what's the total project price? \$4 Million? County Manager Miller said \$8 million. So they were awarded \$4 million, and they're required to come up with a 50% match. So the total project cost will be \$8 million. Commissioner Holt said and our part is what? County Manager Miller said \$250,000, which is one thirty second of the total project cost. Commissioner Yarbrough said this is ARPA money, and County Manager Miller said that's correct.

Chairman Dickerson said is there any more discussion. Any questions on what's been presented thus far, and the direction you all want to go in as far as which option you want to select? Commissioner Holt said I feel like I'm going a whole lot by what you say, but that sounds like the safest option.

County Manager Miller said so just to give you a little history on it. We've had two of these contracts awarded before. One to Open Broadband. Open Broadband took the full two years before they relinquished the grant back to the State. It was then rebid and awarded to River Street Communications. River Street, when they found out about Spectrum coming into the county, they gave the grant back to the State too. No money ever changed hands between any of them, but basically what Open Broadband and to some degree what River Street did was held up our process for moving broadband forward for that many years. So this is a grant that we as a county have very little control over. It's very little control over it. It's between the State and the broadband internet service provider. So like I said if we give them \$250,000 up front and they hold it for two years as a two-year build out window, they may give it back if they don't build everything out. There's a chance that they're only going to build out 80 percent of it. As they build out 80 percent of it, I'm not sure that we would get a portion of that funding back.

Commissioner Yarbrough said if we paid it up front you're saying. County Manager Miller said right. So what I would like to see in a completion report from NCDIT is an amount of the project that is completely finished, and they say we're not doing anymore. So if that's 80%, then we pay them 80% of the \$250,000. If it's 95%, then we pay them 95%. But I'm not really a big fan of providing them with all the money up front or a portion of the money up front because I don't know how much of the project they're actually going to complete.

Commissioner Rose said there wasn't anything in the initial contract of payments had to be paid at certain times or anything like that. County Manager Miller said no. So this is the initial contract.

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner McVey and **carried unanimously** to go with Option 2. We contribute out the County's \$250,000 once the project is completed. (Ayes: Commissioners Rose, McVey, Jefferies, Holt, Yarbrough, and Dickerson)

County Manager Miller said so Commissioners along with this, I would ask the Board to approve the contract, but to grant me the authority to sign the contract on or after April 4th when it comes to the county for signing from NCDIT. You can see in this sheet, and if you don't want to do that, we can definitely wait till after the fourth. It's just going to show up on your agenda again after the fourth. But on this paper that should be laying at your desk, we need to send the unsigned copy of the Exhibit J, whichever option we choose, to NCDIT. They're going to package it up, put all the wording in or all of the Caswell County instead of blank spaces, and they're going to send that out to the county and to the ISPs on April 4th. On or before May 4th, they want the signed documents back to NCDIT.

Commissioner Holt said I remember reading something about the person that signs that contract has to sign something else. They're the only person that can do it. Am I correct? It was wording in there about that. County Manager Miller said to be honest with you, I don't remember that. That does not mean it's not in there. But if you're more comfortable with the Chairman signing it, I'm happy to do that as well. I just want to make sure that whomever needs to be signing it is signing it, and they have the authority to do so. County Attorney Ferrell said Bryan, I would suggest we just bring this back to the Board once the contracts finalized. There's a chance maybe the vendor would perhaps try to negotiate some changes with the State although these are template forms. I don't want to waste the Board's time by seeing it again, but they may benefit from having the entire package in front of them. That's an alternative way to do it versus authorizing the contracts now and given the manager the authority to sign. County Manager Miller said that's perfectly fine with me. the rest of the information today I have a second but so you've got a motion down a second uh roll call looting spot on this side Mr.

A **motion** was made by Commissioner Holt and seconded by Commissioner Yarbrough and **carried unanimous** to wait and have it represented to the Board after the rest of the information is set. (Ayes: Commissioners Holt, Yarbrough, Jefferies, McVey, Rose, and Dickerson)

CEAD LETTER OF SUPPORT:

County Manager Miller said Commissioners, I received an email this morning from Piedmont Community College asking for a letter of support from the Board for Project CEAD. PCC has been made aware of a funding opportunity from Congresswoman Kathy Manning's office that could total \$2,186,000. The project has already received enough funding to complete Phase I of the project. Project CEAD is supported by NC State Cooperative Extension, Piedmont Progressive Farmers Group, North Carolina A&T, and many other organizations. So you have a copy of the letter in front of you. I would ask that the Board approve the letter of support. Here again, it's strictly a letter support. It doesn't tie the county to do anything or obligate the county to

do anything. It's purely a letter of support. Chairman Dickerson said I feel like that's an action that we should wholeheartedly endorse.

A **motion** was made by Commissioner Dickerson and seconded by Commissioner McVey and **carried unanimous** to approve the letter of support for Project CEAD. (Ayes: Commissioners Holt, Yarbrough, Jefferies, McVey, Rose, and Dickerson)

COUNTY MANAGER'S UPDATES:

The County Manager said thank you Mr. Chairman. I'll just point out that our County Attorney will be here on March 28th for a Watershed Appeals Board Hearing that begins at 1:00 p.m. If any Commissioner would like to schedule a time to meet with the County Attorney before the hearing begins, please contact myself or Carla, and we'll schedule a time for you to meet with the County Attorney before that hearing starts.

I do want to point out several grant opportunities that we are pursuing. The Senior Center Expanded Services Grant through the Piedmont Triad Regional Council. They have a grant called Centers without Walls Approach. So what this would do is it would take some of the programming that occurs at the Senior Center and allow it to occur outside of the walls of the Senior Center, maybe at the Pelham Community Center, the Southern Caswell Ruritan, or anywhere else in the county that programming may be needed or wanted that's just not directly at the Senior Center. So that Grant is \$80,000. I want to point out some grants for Family Services and domestic violence. We have a Supportive Housing American Rescue Plan Grant, and that grant is \$3 million. It would be used for the acquisition and rehabilitation of non-congregate shelters through the North Carolina Housing Finance Agency. There's another grant called the Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program, and it's through the Office on Violence Against Women. It's for between \$100,000 and \$950,000 for rural domestic violence, and it would be used and expand existing programming targeting rural communities. There's also a Transitional Housing Assistant Grant for victims of the domestic violence, dating violence, sexual assault, and stalking solicitation. It's through the Office on Violence Against Women. It's for between \$100,000 and \$550,000. It's used for transitional housing. Funding is specific to provide housing support, rent, mortgages, and deposits to survivors who can secure safe and secure housing. None of these grants require a county match. So there's no funding required from the county for us to apply for these grants and for us to receive these grants. I will point out that Family Services is for the most part a grant funded department. There are two grants that do require a county match that we apply for every year, and it's part of the current budget. It's the Facility Improvement Grant and the Council for Women Grant which provides the majority of the funding for Family Services. So I just wanted to make you aware of those. We're going to move forward with applying for those unless there's a strong objection from the Board, and when and if we receive those grant funds, they'll come back before the Board for acceptance and approval before we actually accept the funding. I'm happy to answer any questions you have.

March 20, 2023

COMMISSIONER COMMENTS:

Commissioner Yarbrough: Question for the County Manager. The HIDO that the Board passed two years ago or something like that. 2020? If changes were to be made to any items in there would that come from the Planning Board to this Board or would this Board institute the change? County Manager Miller said well I think ideally they would come from the Planning Board and then come to this Board. But I think that this Board could direct the Planning Board to look at specific changes that needed to be made, and they could do that. This Board is the appointing authority for the Planning Board; so I think that's appropriate if you wanted to do it. Commissioner Yarbrough said well the only reason I ask is I've had some citizens approach me about maybe some tweaking that needs to be done to a few things. I'll be at the Planning Board meeting on the 28th since it's a Watershed Review Board. I'm guessing the Planning Board will operate their meeting after that. So I'll discuss it with them, and see if they want to tackle it or they want this Board to tackle it. The County Manager said okay.

ANNOUNCEMENTS AND UPCOMING EVENTS:

- April 3, 2023 Commissioners Meeting at 6:30 pm
- April 7, 2023 County offices Closed for Good Friday
- April 17, 2023 Commissioners Meeting at 6:30 pm

Commissioner Yarbrough said Mr. Chairman and I think everybody received the email. The Board has been invited to meet with the Caswell County Farm Bureau Board on April 18, 2023 for the Farm Bureau Reception at 7:30 p.m. For some reason they asked me to speak. I haven't quite figured that one out. You are all invited, and it would be nice if you would call the office to let the receptionist know if you can come. It will be at the Farm Bureau Office located at 1508 Main Street here in Yanceyville. County Manager Miller said so Commissioners I'll just say if you plan on attending that meeting, please let our clerk know. If four or more of you attend, we'll have to notice that as a public meeting. So we just don't want to get out of bounds there. So just let the clerk know if you plan to attend.

ADJOURNMENT:

A **motion** was made at 7:17 pm by Commissioner Yarbrough and seconded by Commissioner Rose and **carried unanimously** to adjourn the meeting. (Ayes: Commissioners Holt, Yarbrough, Jefferies, McVey, Rose, and Dickerson)

Carla R. Smith
Clerk to the Board

John Dickerson
Chairman

March 20, 2023

NCDIT Division of Broadband and Digital Equity GREAT Grant Schedule Updates

MARCH 22

County sends unsigned

Exhibit J/K to NCDIT

- NCDIT will package all exhibits along with an updated version of the three-party grant agreement to send to grantee (ISP) and county partner.
- Need point of contact who will sign

APRIL 4

NCDIT sends updated three-party

grant agreement and package of

exhibits to grantee (ISP) and county

partner for approval.

- 30 days to get Board of Commissioners approval if needed
- Using Adobe Sign for signatures
- Include Exhibit J or K documenting how county will contribute funds/infrastructure

MAY 4

Signed grant agreements due

back to NCDIT

- Broadband infrastructure construction can begin!
- (Two-year construction phase)

Defined Terms:

Three-party GREAT grant agreements (78) - Documents developed to clarify roles and simplify county compliance and reporting requirements

Exhibit J/K - Documents developed to assist in identifying the source and obligation of funding from counties

EXHIBIT J
COUNTY MATCHING FUNDS
Option 1: Upfront payment in full
Please fill in all information in brackets

[COUNTY] is contributing [\$_____] in matching funds to [GRANTEE] as part of this Project. [COUNTY] is using [ARPA REVENUE REPLACEMENT, ARPA INFRASTRUCTURE, or GENERAL REVENUE] funds for this match.

The funds will be wired to [GRANTEE] in full ten days after execution of this GREAT grant Agreement and Exhibit J by all Parties.

Wire instructions for the transfer of funds are as follows:

[WIRE INSTRUCTIONS]

[GRANTEE] hereby verifies that these funds will only be used for Eligible Expenditures as provided by Section 2.2 in the Agreement. The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

A copy of the County Board resolution approving these payments is attached.

[COUNTY]

[GRANTEE]

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT J
COUNTY MATCHING FUNDS
Option 2: Payment in full at the end of the Construction Period
Please fill in all information in brackets

[COUNTY] is contributing [\$_____] in matching funds to [GRANTEE] as part of this Project. [COUNTY] is using [ARPA REVENUE REPLACEMENT, ARPA INFRASTRUCTURE, or GENERAL REVENUE] funds for this match.

The funds will be wired to [GRANTEE] in full within 30 days after the County receives the final progress report for the Construction Period from the North Carolina Department of Information Technology.

Wire instructions for the transfer of funds are as follows:

[WIRE INSTRUCTIONS]

The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

A copy of the County Board resolution approving these payments is attached.

[COUNTY]

[GRANTEE]

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT J
COUNTY MATCHING FUNDS
Option 3: 50% upfront and 50% at the end of the Construction Period
Please fill in all information in brackets

[COUNTY] is contributing [\$_____] in matching funds to [GRANTEE] as part of this Project. [COUNTY] is using [ARPA REVENUE REPLACEMENT, ARPA INFRASTRUCTURE, or GENERAL REVENUE] funds for this match.

The funds will be wired to [GRANTEE] in two installments of 50% each. The first installment shall be sent within ten days after execution of this GREAT grant Agreement and Exhibit J by all Parties. The second installment shall be sent within 30 days after the County receives the final progress report for the Construction period from the North Carolina Department of Information Technology.

Wire instructions for the transfer of funds are as follows:

[WIRE INSTRUCTIONS]

[GRANTEE] hereby verifies that these funds will only be used for Eligible Expenditures as provided by Section 2.2 in this Agreement. The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

A copy of the County Board resolution approving these payments is attached.

[COUNTY]

[GRANTEE]

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT J
COUNTY MATCHING FUNDS

*Option 4: Percentage payment based on approved payment request
Please fill in all information in brackets – the two percentages should be the same*

[COUNTY] is contributing a total of [\$_____] in matching funds to [GRANTEE] as part of this Project, which is [__%] of the total cost of this Project. [COUNTY] is using [ARPA REVENUE REPLACEMENT, ARPA INFRASTRUCTURE, or GENERAL REVENUE] funds for this match.

The Grantee will submit requests for reimbursement to NCDIT pursuant to the process set forth in this GREAT grant Agreement and Exhibits. Upon approval of each payment request by NCDIT, NCDIT will send a copy of that payment request to the County. The County will then wire [__%] of the amount approved by NCDIT to the [GRANTEE] within 10 days of receipt of the payment request. This percentage represents the County's pro-rata share of the Total Project Cost.

Wire instructions for the transfer of funds are as follows:

[WIRE INSTRUCTIONS]

The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

A copy of the County Board resolution approving these payments is attached.

[COUNTY]

[GRANTEE]

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



CASWELL COUNTY LOCAL GOVERNMENT

Dear Congresswoman Manning,

We, the Caswell County Board of Commissioners Office, are writing to express our full support for Piedmont Community College's (PCC) application for \$2,186,000.00 from the Community Project Funding Appropriations Committee for the Center for Educational & Agricultural Development (CEAD) in rural Pelham, NC.

The CEAD project is a community project and economic development center that will offer an Agribusiness Technology program, an Incubator Farm, and a Food Hub in partnership with 4P Foods, as well as a free community Health Clinic satellite that will serve as an Emergency Shelter. It is a groundbreaking combination of components that aims to reinvigorate Caswell County's farming community and serve as a catalyst for larger-scale economic development.

As you may know, Caswell County has a rich agricultural heritage and a predominantly rural population. Historically, the county's economy was heavily reliant on agriculture, particularly tobacco farming. However, with the decline of the tobacco industry, the county has faced significant economic challenges. The CEAD project is particularly relevant to Caswell County because it aims to address some of the economic challenges facing the area by promoting agricultural entrepreneurship and providing education and training opportunities for residents. Piedmont Community College anticipates serving over 250 students annually with an average of ten students in each degree/certification program/course. In addition to degree and certification educational programs/courses, CEAD will become a site for Small Business Center (SBC) seminars that have the potential to reach over 125 SBC students each year. Estimated Economic Impact of Sales Revenue \$1.5-3 million per year and job creation 8-12 jobs Associated w/ the Food Hub and 2) Sales revenue of all incubator farm participants. \$8,000 per participant per year.

The CEAD project aligns with the county's agricultural roots and culture, and investing in agriculture as our central economic focus will help other industries grow, keep our youth close after graduation, raise our standard of living, increase health outcomes, and create more jobs in the region.

We hope you will support PCC's application for funding, as it will have a significant positive impact on Caswell County and its residents.

Thank you for your consideration.

Sincerely,

John Dickerson, Chairman
Caswell County Board of Commissioners