


Caswell County Board of Commissioners

144 Court Square, Yanceyville, NC 27379

www.caswellcountync.gov | ph: 336-694-4193 | fax: 336-694-1228

BOC AGENDA | Work Session Meeting | June 2, 2025, 5:00pm, Historic Courthouse
Welcome:
(Chairman Yarbrough)

1. Welcome and call to order
2. Moment of silent prayer
3. Pledge of Allegiance
4. Public comments* *(limited to 3 minutes per speaker)*
5. Recognitions
6. Consent agenda *(single vote/approval)*:
 - A. Meeting agenda
 - B. Open session minutes for 5/19/25

Discussion items:
(County Manager Whitaker)

7. FY25–26 recommended budget
8. Danville/Caswell water and sewer services agreement amendment
9. Dept. of Juvenile Justice probation lease (339 Wall St., rooms 405 {#20} and 406 {#19})

Action items:
(County Manager Whitaker)

10. CoSquare event policy and fees

Reports, updates, or comments:

11. Manager
12. Attorney
13. Commissioners

Announcements, events, and meetings *(see the website calendar for the latest info and more detail):*

14. June 2, 3pm: FY25–26 budget work session to give final direction to staff
 15. June 5, 12, 19, 26, 4pm–6:30pm: Farmers Market, 158 E. Church St.
 16. June 16, 6:30pm: Board of Commissioners meeting and anticipated FY25–26 budget and ordinance adoption
 17. June 17, 2pm: Board of Adjustment meeting (as needed), 215 County Park Rd.
 18. June 24, 1pm: Planning Board meeting (as needed), Gunn Memorial Public Library
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19. Closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege as provided under NCGS 143-318.11(a)(3)
-
20. Other business (if needed)
 21. Adjournment

- * Speakers: Please sign in prior to the meeting start and speak from the podium when called. State your name and whether or not you are a Caswell resident. Speak directly to the full Board and be courteous in your language and presentation. Personal attacks will not be tolerated. The Commissioners and Administration will not respond during your comments or during the same meeting. Comments are limited to 3 minutes.

Reminders:

- BOC meetings: The first meeting of the month is generally a work session beginning at 5:00pm, and the second meeting is the regular monthly meeting beginning at 6:30pm. Each is recorded to Zoom and can be found online at www.caswellcountync.gov/government.
- Please turn off sounds and alerts on cell phones and other electronic devices during the meeting.
- Any topic to be considered for a future agenda should be submitted to the Clerk by noon on Monday, one week before the BOC meeting.



AGENDA ITEM 6B

COVER SHEET

Caswell County Board of Commissioners

meeting date: June 2, 2025

topic: Open session minutes for 5/19/25

attachment(s): Open session minutes for 5/19/25

fiscal impact: (n/a)

staff comments or recommendation: (n/a)

suggested action or motion: Approval as part of the Consent Agenda.

notes:



Caswell County Board of Commissioners

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BOC MINUTES | Regular Session Meeting | May 19, 2025, 6:30pm, Historic Courthouse

MEMBERS PRESENT

Tim Yarbrough, Chair
 Frank Rose, Vice Chair
 Finch Holt
 Greg Ingram
 Tony Smith
 Brian Totten

OTHERS PRESENT

Scott Whitaker, County Manager
 Melissa Williamson, Deputy County Mgr.
 Russell Johnston, County Attorney
 Renee Paschal, Interim County Mgr.

The Board of Commissioners (BOC) for the County of Caswell, North Carolina, met in a Regular Session meeting scheduled on Monday, May 19, 2025, at 6:30pm at the Historic Courthouse, Courthouse Square, Yanceyville NC.

Welcome: Chairman Yarbrough called the meeting to order. All were invited to pause for a moment of Silent Prayer and to recite the Pledge of Allegiance.

Public comments: Chairman Yarbrough reminded the public that this time was for general comments and noted that budget comments would come later in the meeting.

Laura Pichardo, resident of Caswell County, GOP treasurer, supported her fellow candidates. Ms. Pichardo expressed concern about Co-Square not allowing political rallies as an acceptable use. She stated that it was costly to hold rallies and would hurt potential candidates. She asked the Board to reconsider the policy. For the Caswell County Tourism Development Authority, she supported having the Finance Director being a part of the Board. She felt that it would streamline the process and make it more efficient.

Recognitions: Commissioner Smith commended Interim County Manager Renee Paschal for her work on the proposed budget. Commissioner Ingram acknowledged National Emergency Medical Services Week (May 18–24). He thanked the first responders for their dedication to the community. Vice Chair Rose echoed Commissioner Smith's comments and thanked the Interim Manager for her work.

Consent agenda: This included the meeting agenda and open session minutes for 4/21/25 and 5/5/25. A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the consent agenda. The motion carried unanimously.

Board of Equalization and Review (BER): A motion was made by Vice Chair Rose and seconded by Commissioner Smith to recess as the BOC and convene as the BER. The motion carried unanimously. Tax Administrator Thomas Bernard announced that there were no appeals for the BER. A motion was made by Commissioner Ingram and seconded by Vice Chair Rose to adjourn as the BER and reconvene as the BOC. The motion carried unanimously.

Public hearing for FY25–26 budget: A motion was made by Vice Chair Rose and seconded by Commissioner Totten to go into a Public Hearing about the FY25–26 Budget. The motion carried unanimously. Manager Whitaker

announced that Interim Manager Paschal had presented the budget 5/5 and would present it provide further budget information. He announced that the entire budget proposal could be found online.

Interim Manager Paschal reiterated her support for County employees. The employees were always looking for ways to save the County money. She noted that Caswell County was a good deal for taxpayers. The County's spending is 43% less than other counties with a similar tax base. Overall, the General Fund revenue declined \$643,000. Expenses increased by approximately \$13,000. To fund the difference, she proposed to raise property taxes 3 cents to cover the deficit. The County's tax rate is 5 cents below the average. The tax would generate approximately \$640,000 in revenue. She proposed that all residents and businesses pay \$125 for solid waste. Salaries increased \$788,897. Benefits increased \$264,002. Debt service increased \$331,172. Transfers to other funds increased \$191,326. The budget realigns resources in the General Fund. Some departments were increased while others were reduced. The realignments were based on FY24–25 spending.

Regarding Caswell County Schools, the budget request was not received in time to incorporate into the proposed budget and presentation on May 5. Ms. Paschal indicated that she met with the former Superintendent and requested that the school budget be submitted by the third week in April. She recommended the school budget remain the same as funding in FY25. A total of \$2.2 million increase in county appropriation was requested by the schools. The reason why the county appropriation increased is that the schools are not appropriating any fund balance. She questioned what the fund balance was.

She indicated that the budget addressed the Board of Commissioners' goals including \$50,000 for a contract economic developer instead of filling that position; \$21,850 for due diligence on the Pelham site; and \$48,000 for land use development plan to increase commercial and industrial development in Caswell County. Interim Manager Paschal thanked the Board for the opportunity to work in Caswell County. There were no questions from the Board.

Manager Whitaker recognized speakers who were present to speak on the budget.

Lance Stokes, Superintendent of Caswell County Schools, and resident of Caswell County and Guilford County stressed that the needs of the school system were essential. He requested that the Board reexamine the \$1.1 million repairs needed for a safe environment. He requested support of the school personnel who work many jobs to take care of their families. He asked for a partnership to help retain personnel by funding the capital investment and consider a salary supplement for educators.

Amy Carter, school nurse at Oakwood Elementary, stated that she was not a County resident. She was present in support of her colleagues and students. She spoke about deteriorating buildings. Nurses could not afford to come to Caswell County and have a \$30,000 pay cut. She spoke about frigid temperatures inside the classrooms as well as major leaks flowing down the walls. She spoke about the increase in students she saw daily as well as the mental health issues.

Candace Detweiler, a Caswell County resident, asked for more funding for the schools. She acknowledged that the funding may cause a tax increase and asked that the funds go to invest in the children of the County.

Amy Howard, a Caswell County resident and PTA president, stated that Caswell County needs to invest in schools. She noted that there were only two certified teachers at Dillard. Teachers need to be rewarded to avoid further turnover.

Emily Pruitt, Caswell County resident, served 25 years as a school counselor. She asked the Board to invest in students by adding a supplement to all Caswell County school personnel.

Angela Turner, a resident of Leasburg and teacher at South Elementary, asked the Board to consider a supplement for educators of Caswell County.

Terri Parker, an Orange County resident and Principal at South Elementary School spoke about the difference in pay in surrounding counties. She spoke about losing the best educators to other counties because of the pay. She asked the Board to support the schools' budget request.

Avery Artis, a resident of Guilford County and Principal at North Elementary, spoke about the urgent need for investment in the schools. Although the supplement was vital, he advocated for a safe environment. He spoke about functional infrastructure and updated equipment.

Courtney Smith, a resident of Caswell County, teacher and parent, reiterated the need for gyms to be funded. She added that PE teachers were expected to function without gymnasiums.

Rhea Ash, a resident of Caswell County and teacher, spoke about children's needs for dedicated teachers.

Mauriah Smith, a resident of Caswell County and librarian, spoke on behalf of the educators who leave the community and want to stay but cannot because of financial obligations. She noted that 18% of Caswell County children are home schooled. She spoke about leaking roofs, ongoing pest issues, even snakes appearing where doors don't seal properly. She added that there was only one functioning oven in the cafeteria and the school was facing critical staffing shortages.

Ean Whischol, a resident of Caswell County and teacher, reiterated the concerns of his peers.

Nicole Smith, a resident of Caswell County and member of the Board of Education noted that the school system's fund balance was under \$1 million. She stated that over the past year, the system bought an activity bus and boiler for the schools, multiple equipment for kitchens. She also stated that the Finance Director submitted the budget certified mail on May 2 to the County Commissioners.

Mel Battle, a resident of Caswell County and a member of the Board of Education expressed concern that the schools received the same amount of funding for four years in a row. He reminded the Board that the schools need funding.

Chairman Yarbrough thanked everyone for their comments. He indicated that further consideration of the budget would take place on Wednesday, May 28, at the Budget Work Session. A motion was made by Commissioner Smith and seconded by Vice Chair Rose to go back into Regular Session. The motion carried unanimously.

Presentation re: CAB/broadband results: Mr. Jeff Brooks representing the NC Department of Information Technology (NCDIT), provided an update on the Broadband Program for Caswell County. He spoke about the importance of broadband. He explained the changes in broadband since 1996. The speeds have increased exponentially. He focused on the funding and locations for broadband. Over the past few years, the focus is on individual addresses rather than census. The initial development of broadband is subsidized. In Caswell County, it will cost between \$40,000–\$80,000 per mile to build broadband service. The Federal government will subsidize approximately 70% of that cost. The remainder is subsidized by the service provider. He noted that the NCDIT does not subsidize maintenance.

If there is a state program, it is built out by NCDIT in 24 months and monitored for another 36 months to ensure that the service provider does what they said. Federal programs can take between 4–6 years. Programs will be finished in 2027. He showed examples of Charter coaxial/fiber coverage and Comcast coverage and shared projects that were currently underway in the County and the status. There are 266 projected stop gap eligible locations.

Commissioner Smith thanked Mr. Brooks for his presentation and the work he has done in Caswell County. He inquired about how many of the 8500 households were being covered under contracts for broadband. He also asked if additional funding would be required for stop gap and BEAD programs.

Presentation re: Child Fatality Prevention Team: Emily Hodges, Coordinator, and Danielle Elmore, Child Fatality Review Chairperson, presented their annual report. Ms. Elmore stated that the Team confidentially reviewed medical examiner reports and death certificates of deceased residents under the age of 18 in Caswell County. The purpose of the report is to give the Commissioners a summary of the cause of death, the number of cases reviewed that have been made and to share accomplishments.

The role of commissioners is to receive the report, advocate and appoint members to the local team. In 2024, the CFT reviewed one child death and 0 system problems—the death could not have been prevented. She shared some of the activities and accomplishments from last year. Annual reports were submitted to the Health Department, Board of Commissioners, and the State in a timely manner. A number of purchases were made using Child Fatality funds, including 24 smoke alarms and carbon monoxide alarms, five car seats, two Pack-n-Plays, bicycle helmets, knee pads, and gun locks. There were no questions from the Board.

Action Items:

CoSquare event policy and fees: Manager Whitaker stated that the policy was presented on May 5. The policy is designed to increase revenue. He requested that the Board wait to get security cameras installed prior to implementing the policy. The camera budget is available in the current budget. Chairman Yarbrough referenced the public comment regarding the permitted uses and political activity and related rallies. Attorney Johnston asked for additional time to further research. The Board deferred action until a June meeting.

Caswell County Tourism Development Authority (CCTDA) agreement: Manager Whitaker stated that the agreement allows the County to charge a 3% administrative fee (\$2700). It memorializes the arrangement between the County and the TDA. A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the Caswell County Tourism Development Agreement. The motion carried unanimously.

Health Department roof contract: Manager Whitaker stated that the County received three bids for the roof project on the Health Department. Custom Coatings is the lowest bid at \$37,000. The bid requires Board approval because the amount exceeds \$25,000. A motion was made by Commissioner Smith and seconded by Vice Chair Rose to award the bid to Custom Coatings for the roof project at the Health Department. The motion carried unanimously.

Financial Performance Indicators of Concern (FPIC) to LGC: Manager Whitaker explained that local governments must provide a response regarding audits to the LGC. Ms. Sharpe prepared a response for the 2023 audit which requires Commission signatures. Commissioner Smith asked if there was enough manpower to do the things outlined in the audit response. Ms. Paschal stated that once the Finance positions are filled, it will be easier to address problems. A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve the financial performance indicators of concern to be signed and sent to the LGC. The motion carried unanimously.

Senior Services Veterans grant budget amendment: Manager Whitaker introduced the item. The amendment was for a grant that has a deadline of July 30, and \$18,280.97 is available by the NC Department of Military and Veterans Affairs. Senior Services has a plan for using the money, but to accomplish that, a budget amendment is necessary. There is no local match required. The July 31 date is a grant deadline for money to be spent and it is not a budget deadline. A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve the Senior Services Veterans grant budget amendment. The motion carried unanimously.

HVAC unit at Guilford Mill location: Manager Whitaker explained that staff at Guilford Mills is in desperate need for air conditioning. Three bids were received. Barber Heat and Air submitted the lowest bid in the amount of \$20,658.59. Although the amount was in the range of approval for the Manager, he asked the Board to approve since it was not in the initial budget. Attorney Johnston has reviewed the request and prepared the contract.

Commissioner Smith asked if the Barber contract included 13.5 seer as the other bids stated. It was affirmed that the 13.5 seer was included in the Barber contract. Chairman Yarbrough asked if since the request exceeded \$10,000, if the rules had to be suspended. Manager Whitaker affirmed that funds were in place under Maintenance. A motion was made by Commissioner Smith and seconded by Commissioner Totten to approve the HVAC unit at the Guilford Mill location. The motion carried unanimously.

HVAC unit at Ag building location: Manager Whitaker explained that this request was similar to the previous request. Barber Heat and Air would be able to use the same crane which will be a savings. The contract amount is \$15,708.17. Funds are available in the existing budget. A motion was made by Commissioner Totten and seconded by Commissioner Ingram to approve the HVAC Unit at the Ag building location. The motion carried unanimously.

Appointments/re-appointments:

- SR Farmer Lake Advisory Board—Steve Eaton (alternate)
- SR Farmer Lake Advisory Board—Jerry Sykes (expires June 30/renewal)

A motion was made by Commissioner Totten and seconded by Commissioner Ingram to approve the appointments. The motion carried unanimously.

- Library Advisory Board—Cliff Matkins

A motion was made by Commissioner Totten and seconded by Commissioner Ingram to approve the appointment. The motion carried unanimously.

- Caswell County Tourists Development Authority—Rebecca Page

A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve the appointment. The motion carried unanimously.

- Piedmont Community College Trustees Board—Antonio Foster

A motion was made by Commissioner Ingram and seconded by Vice Chair Rose to approve the appointment. The motion carried unanimously.

Reports, updates, or comments:

Manager: Manager Whitaker stated that he continued to get acclimated and was trying to visit more departments. HR is still in the process of insurance open renewal. He referenced some planned changes to IT to improve citizens' viewing experience, including hopes to improve the video quality, projection, and website improvements. He noted that there would be an EMS dinner attended by some Commissioners with potential quorum; however, it was a social event and no County business would be discussed as a group.

Attorney: County Attorney Johnston updated the Board in the matter of Caswell County vs. Amy Morrell, a delinquent tax foreclosure. The last upset bid was filed April 28 and no additional upset bids were filed in the 10-day period for upset bids. The sale will be finalized and delinquent taxes will be paid to the Caswell County Tax Office.

Commissioners: Vice Chair Rose thanked everyone who came out to speak. He spoke on comments raised regarding the conditions of the schools and asked for a list of the problems at the schools. Commissioner Smith also wanted to know more about the schools' need and wanted to schedule meetings between the schools and staff. Commissioner Holt also questioned matters regarding the school system. Manager Whitaker relayed that he had asked for capital needs and that those be prioritized. He suggested possible field trips to assess needs. Other questions the Board had concerned the accurate amount of fund balance and if there were any ARPA funds remaining. Chairman Yarbrough stated that a budget work session would be held May 28, 8am–5pm, at the Library.

Announcements, events, and meetings: Various ones were announced as listed on the agenda.

Closed Session: Commissioner Smith made a motion, seconded by Vice Chair Rose, to adjourn to Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, and to consider and give instructions to attorney concerning the handling of a claim, which privilege is hereby acknowledged NCGS 143-318.11(a)(3). The motion carried unanimously. The BOC returned to Open Session.

Adjournment: Commissioner Ingram moved, seconded by Commissioner Smith, to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at 8:45pm.

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Respectfully submitted,

K. Scott Whitaker
Clerk to the Board

Tim Yarbrough
Board Chair

**COVER SHEET**Caswell County Board of Commissioners

meeting date: June 2, 2025

topic: FY25–26 recommended budget

(County Manager Whitaker)

attachment(s): None—the draft is currently on the County website for public viewing and can be accessed at: www.caswellcountync.gov (home page > scroll to “Caswell County News” > link is under the “FY 2025-2026 Budget Available” item). There have been some adjustments to this file that are not yet reflected as deliberations are on-going.

fiscal impact: highlights were presented at the 5/19 hearing

staff comments or recommendation: The budget process has followed the adopted and revised budget calendar and the proposed budget was presented by former Interim County Manager Renee Paschall at the 5/5 BOC meeting and again during the 5/19 BOC public hearing. A work session was held 5/28 and those deliberations will continue 6/2 at 3pm, just before the evening BOC meeting.

The item is on the agenda just in case there are any significant updates or comments that staff or the BOC want to address for the public, especially given that two work sessions will have happened since the 5/19 public hearing.

suggested action or motion: (n/a)

notes:

*(page intentionally blank so all topics start
on a “front” page if the packet is printed)*

**AGENDA ITEM 8****COVER SHEET**Caswell County Board of Commissioners

meeting date: June 2, 2025

topic: Danville/Caswell water and sewer services agreement amendment

(County Manager Whitaker)

attachment(s):

- original agreement dated 5/24/90
- 5 amendments dated 9/2/92, 4/4/95, 5/7/97, 7/13/98, 7/13/99

fiscal impact: (n/a)

staff comments or recommendation: This relates to the Firebird (Cherokee Tobacco) project slated for Pelham Industrial Park. There is a concern that is being discussed between attorneys via an amendment or amendments. Attorney Johnston will provide an update at the meeting and if possible, a draft change for BOC consideration.

suggested action or motion: (n/a)

notes:

THIS AGREEMENT, made this 24th day of MAY, 1990, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, the City owns and operates both a water treatment plant and distribution system and a wastewater treatment facility and collection system; and

WHEREAS, the County desires to provide water and sewer services to residential and commercial users within an area adjoining the City by operating and maintaining an independent water and sewer system that would be connected to the City's systems for water supply and for sewerage treatment; and

WHEREAS, the City is willing to provide water and wastewater treatment capacity to the County so as to permit the County to provide a water and sewer service to its residential and commercial customers but not to industrial customers; and

WHEREAS, the City currently has sufficient excess water and wastewater treatment capacities to provide such service to the County;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and subject to the terms and conditions herein contained, the parties hereby agree as follows:

1. DEFINITIONS.

As applied to the following words, terms, and abbreviations used in this Agreement, they shall have the following meanings:

a. City's wastewater treatment facility shall mean any arrangement of land, structures, other improvements, devices, equipment, or vehicles used for treating wastewater, including industrial waste water. (However, the provisions of Section 21 of this Agreement prohibit the inclusion of industrial wastewater in the County's wastewater to be treated by the City.)

b. Commercial customer shall mean any nonresidential user as to premises not included within the definition of an industrial user as defined in § 34.5-3 of the Code of the City of Danville, Virginia, 1986, as amended.

c. Industrial customer shall mean any nonresidential user identified in Division A, B, D, or E of the Standard Industrial Classification Manual.

d. Meter shall mean the two (2) master meters required under this Agreement, one for the water connection and one for the sewer connection.

e. Point of service shall mean the point at which water and wastewater treatment service is provided to the County and the point at which the water and sewer meters shall be located. It shall also be the point at which the responsibility for the operation and maintenance of the City's

and the County's respective systems are determined unless otherwise provided for in this agreement.

f. Residential customer shall mean a user who uses water for or discharges wastewater from premises used only for human residency.

g. Service area shall mean the area within the County to be served by the County.

h. Sewer Use Ordinance shall mean Chapter 34.5 of the Code of the City of Danville, Virginia, 1986, as amended, or any other chapter dealing with sewers and sewage treatment including any revisions and/or amendments thereto as may from time to time be adopted by the Council of the City of Danville, Virginia.

i. Wastewater, sewage, or sewerage shall mean a combination of the water carried waste from residences, business buildings, industrial establishments, and institutions together with such ground, surface, and storm waters as may be present. (However, the provisions of Section 21 of this Agreement prohibit the inclusion of industrial waste and wastewater, sewage, or sewerage in the County's wastewater to be treated by the City.)

2. TERM.

a. The term of this Agreement shall commence at 12:01 a.m. on the 1ST day of JUNE, 1990, and shall extend for an initial period of ten (10) years and shall renew automatically for successive one (1) year terms unless terminated as herein provided.

b. This Agreement may be terminated by either party at any time after the initial term by giving the other party written notice three (3) years in advance of the effective date of such termination.

c. In the event the County has not initiated actual physical installation and construction by July 1, 1992 of the lines and facilities required to provide the services referred to and described herein, this Agreement shall become null and void as of July 1, 1992, unless otherwise extended by mutual agreement of the parties hereto.

3. SERVICE AREA.

The service area of the County shall consist of any area within the County.

4. POINT OF SERVICE.

The point of service for water shall be within the City at or near the Virginia/North Carolina border adjacent to or near Jenny Lane (formerly State Road 736), and for sewer where the sewer force main terminates at the existing City gravity sewer main at or near the Goodyear plant located on Goodyear Boulevard (formerly State Road 737), or as may be agreed upon by the parties hereto.

5. CONSTRUCTION REQUIRED TO PROVIDE SERVICES.

The parties hereto acknowledge and agree that certain water and sewer mains, metering devices, or other facilities will have to be constructed and installed in order for the City to provide and the County to accept the water and wastewater services provided for herein. The parties further

agree that all of the cost of such construction and installation needed for the City to provide water and wastewater services to the County shall be borne by the County, regardless of which side of the point of service such construction and installation will have to be made. Nothing contained herein shall prohibit third-party participation in these costs.

6. CONSTRUCTION AND INSTALLATION OF FACILITIES.

a. The construction and installation of all facilities, including master meters in either the City or the County which relate either to the water or wastewater services delivered to the County or to the water or sewerage service provided to residential and commercial users by the County, shall be designed to applicable standards and requirements of the respective State agency having jurisdiction over same. In addition facilities constructed within the City limits of Danville shall meet the specifications set by the City for similar facilities constructed within the City; and for facilities constructed in North Carolina, the City shall have the right to review facilities, components, and materials which potentially could impact the integrity of the system as it relates to the safety and health (i.e., backflow prevention devices, etc.) of Danville systems. The County will obtain the written approval of the City prior to the installation, operation, or maintenance of any such facilities, components, or materials. Specifications required by the City for facilities constructed or installed in the County shall not be

higher than those for similar facilities constructed within the City.

b. In the event that any of the facilities installed pursuant to this Agreement must subsequently be relocated for any reason the County shall bear the cost of such relocation. If the relocation appears necessary because of changes or improvements which the City proposes to make, the City will consult with the County beforehand in order to give reasonable consideration to alternatives which might avoid the need for relocation or minimize the cost to the County of such relocation. If the relocation appears necessary because of changes or improvements which the Commonwealth or the Federal government proposes to make, the City will consult with the County regarding a possible alternative which might avoid relocation or minimize the cost to the County of such relocation and request on behalf of the County that the governmental entity involved adopt such alternative.

c. An excavation permit must be obtained by the County from the City's Department of Community Development and Engineering in accordance with the provisions of Chapter 35 of the City Code prior to the installation of any water and/or sewer lines in City streets. After installation of such water and/or sewer lines in any such City street, the pavement, shoulders, and roadside ditches of any such street shall be restored to their original condition by the County in accordance with the provisions of the excavation permit and the provisions of Chapter 35 of the City Code

7. SIZE AND LOCATION OF FACILITIES.

a. The City in its sole discretion shall determine the size and location of all meters and other facilities within the City, unless specifically provided for herein.

b. The water main serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/North Carolina line to its intersection with Goodyear Boulevard, the specific location of which shall be determined by the City, or at such other location as may be agreed upon by the parties hereto.

c. The sewer main serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736 from the Virginia/Carolina line to its intersection with Goodyear Boulevard (formerly State Road 737) and then in the right-of-way of Goodyear Boulevard in an easterly direction along Goodyear Boulevard and shall connect to the existing gravity sewer main on Goodyear Boulevard at or near the Goodyear Plant, or at such other location as may be agreed upon by the parties hereto. It is agreed by the parties hereto that such sewer main may be a forced sewer main.

8. OWNERSHIP OF FACILITIES.

The County acknowledges and agrees that, upon construction, or installation of the facilities, including meters, within the City necessary for the City to provide water and wastewater services to the County and acceptance of same by the City, all water facilities and gravity flow sewer mains

shall become the property of the City without compensation to the County and shall remain the property of the City even if this Agreement is terminated or cancelled, regardless of the reason for the termination or cancellation. If this Agreement is cancelled all forced sewer mains located within the City shall immediately become the property of the City. The County further agrees to take whatever action and provide whatever documents are necessary to transfer to the City ownership and title to such facilities free and clear of all liens and encumbrances of any kind. All facilities located within the County shall be and remain the property of the County unless transferred by the County in connection with assignment of this agreement as herein provided.

9. CROSS CONNECTION DEVICE.

The County acknowledges and agrees that at the point of service where connection is made to the City's water system that a cross connection device shall be installed and that the cost of such cross connection device shall be borne by the County. The City reserves the right to determine the type of device installed.

10. OPERATION AND MAINTENANCE.

a. Unless otherwise provided for herein, the City and the County shall be responsible for the operation and maintenance of water and wastewater treatment (sewer) facilities on their respective sides of the point of service; provided, however, that the City shall maintain the meters, the cost of which maintenance shall be borne by the County.

Further, if the City, in its sole discretion determines that the size of either the water or sewer meters need to be changed and, therefore, a new meter installed, the County shall bear the full cost of the replacement meter less credit for the original cost of the meter replaced.

b. The County hereby requests and the City agrees that the City shall maintain all of the forced sewer main located within the City and owned by the County and the County agrees to reimburse the City for the cost of repairs and any expenses relating thereto, including any cost incurred as a result of a break to the sewer forced main. It shall be the responsibility of the County to notify the City of any needed maintenance provided, however, in the event a break occurs to a sewer forced main owned by the County but within the City the City shall have the right to make emergency repairs to such force mains without prior notice from the County.

11. READING THE METERS.

The City shall be responsible for reading the water and sewer meters; however, the County will be granted access to the meters to verify such readings upon reasonable, advance notice to the City.

12. BILLING, PAYMENT, AND RECORDS.

a. The County will be billed on a monthly basis for both the water and sewer reserved capacity charges as well as the actual usages based upon the City's standard water and wastewater service charges in effect at the time of the effective date of this Agreement and as may be amended from

time to time by the City Council. The County will be deemed a water and wastewater service customer of the City and subject to all of the provisions of the rate schedules and ordinances of the City except as otherwise set forth in this Agreement. The County shall specifically be subject to the water and sewer reserve capacity charges as well as charges for actual usage.

b. The County shall be billed for the water and sewer reserved capacities at the time the facilities required to make such capacities available to the County have been completed; provided, however, that in the event construction of these facilities has been initiated but has not been completed prior to July 1, 1992, the County agrees to begin compensating the City for the reserved capacities as of July 1, 1992.

13. TESTING, INSPECTIONS, ETC.

The County agrees to pay for any testing, inspection, or other cost, including the cost of any facility or process that may be necessary to meet the requirements of North Carolina regulatory agencies which are above and beyond the requirements of Virginia regulatory agencies.

14. SEWER USE ORDINANCE.

a. The County agrees that prior to receiving any services provided by this Agreement it will adopt an ordinance which will contain provisions identical to the applicable provisions of the City's Sewer Use Ordinance and will appropriately enforce such ordinance. The County further agrees that if the City makes any changes in the provisions of

its Sewer Use Ordinance due to changes in Virginia and/or federal law or for any other reason, the County shall promptly amend its ordinance or ordinances to include such provisions and enforce the ordinance or ordinances as amended.

b. The County shall provide the City with responses to any surveys which the City in its sole discretion deems necessary in order to comply with the provisions of its own Sewer Use Ordinance or with the provisions of Virginia or federal law.

15. CUSTOMER INFORMATION.

The County agrees to provide the City with a list of the types and number of customers being provided water and sewer services by the County within thirty (30) days of the end of each calendar quarter. The list will be in the format and contain such information as may be required by the City.

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 100,000 gallons per day capacity for potable water and 100,000 gallons per day capacity for wastewater treatment (sewerage treatment).

b. It is hereby agreed and understood that the County hereby reserves the right to request either an increase or a decrease in the reserved capacities as herein provided.

c. At such time as actual volume of usage by the County reaches eighty (80) percent of either the water or wastewater treatment reserved capacity or both, the County shall notify the City of same and within sixty (60) days

thereafter advise the City if it desires additional reserved capacity in the City's water and/or wastewater facilities in excess of that provided for in Subsection a. above. If the City's water and/or wastewater treatment facilities lack the capacity to reserve additional water and/or wastewater treatment capacity to the County, the County may accept additional water and sewer customers until such time as the County is using ninety-five (95) percent of the capacity being reserved by the City for it under this Agreement. At that point the County will not permit additional customers to connect to its system. The additional five (5) percent of water and wastewater treatment capacity reserved by the City for the County will be reserved by the County for the possible increased usage of its existing customers.

17. INTERPRETATION OF AGREEMENT.

This Agreement and any of its terms and conditions shall be construed and interpreted in accordance with the applicable laws of the Commonwealth of Virginia.

18. ASSIGNMENT OF AGREEMENT.

It is hereby agreed that if the County determines that its water and sewer system should be operated by another political subdivision, this Agreement may be assigned to such entity upon prior approval by the City. However, any such assignment shall not relieve the County of the requirement to maintain in existence and enforce an ordinance applicable to such water and sewer system which

contains provisions identical to those in the City's Sewer Use Ordinance.

19. SEVERABILITY.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

20. NOTICES.

Any notice required by this Agreement shall be sent to the following:

a. To the City:

City Manager
City of Danville
P.O. Box 3300
Danville, Virginia 24543

b. To the County:

County Manager
Caswell County
P.O. Box 98
Yanceyville, North Carolina 27379

21. PROHIBITION OF INDUSTRIAL CUSTOMERS.

a. It is expressly understood and agreed by the parties hereto that the County shall not now or in the future provide either water or sewer services from its system directly or indirectly to any industrial customer nor shall it permit any user to discharge wastewater containing toxic or poisonous substances or other substance which causes interference in the City's publicly-owned, treatment works.

b. Upon discovery by either the County or the City of a user discharging wastewater containing toxic or poisonous substances or other substance which causes interference in the City's publicly-owned, treatment works the County shall within forty-eight (48) hours of such discovery terminate the user's sewer service or to cause such discharge to cease.

c. Should the County permit an industrial customer to connect with the County's water or sewer system so as to make use of either the water or wastewater treatment capacity provided by the City or fail to terminate or cause the above prohibited discharge to cease, the City will have an absolute right to immediately terminate this Agreement upon written notice. The provisions of Section 2 shall not apply.

22. REGULATORY APPROVALS.

This Agreement, as well as all construction plans and specifications, if required, shall be subject to the approval by applicable regulatory agencies. This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Each party expressly recognizes that the other party herein shall, at any time and from time to time, be entitled unilaterally, to take such action before, or make such filings with, any governmental authority or authorities, or regulatory agency, having jurisdiction as such party shall deem proper.

23. LIABILITY.

a. In no event shall either party be liable to the other for any special, indirect, incidental, or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the parties expressly set forth in this Agreement.

b. Neither party shall be liable to any third party for the failure of the other party to perform its obligations hereunder.

24. FORCE MAJEURE.

The parties hereto shall be excused from performing hereunder and shall not be liable in damages or otherwise if and to the extent that they shall be unable to perform, or are prevented from performing, by the following "force majeure" events: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockages, boycotts, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints (either economic or physical) of government, civil disturbance, explosions, and other causes not within the reasonable control of the party claiming force majeure, and which by the exercise of reasonable diligence such party is unable to prevent, mitigate, or overcome. Any party claiming force majeure shall use its best efforts to resume in full its performance under this Agreement as soon as possible.

25. SALE OF EXCESS WATER AND WASTEWATER
TREATMENT CAPACITY.

The County recognizes that under the laws of the Commonwealth of Virginia, the City has the power and authority only to sell to the County under this Agreement its excess water and wastewater treatment capacity. Therefore, the County recognizes that the City must and does reserve the right to provide adequate water and wastewater treatment service to its own current customers, including industrial customers, as well as future customers who connect with the City's water and wastewater treatment facility.

26. MODIFICATIONS.

This Agreement may not be modified or amended except in writing signed by or on behalf of both parties by their duly authorized officers.

27. SPECIFIC PERFORMANCE.

Without regard to the requirements or other provisions of this Agreement, in addition to any of the rights and/or remedies referred to in this Agreement, either party shall have the right to obtain specific performance by such other party of any of such other party's obligations under this Agreement.

28. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute a single instrument.

29. APPROPRIATIONS NEEDED.

The City of Danville, as a municipal corporation of the Commonwealth of Virginia, and Caswell County, as a political subdivision of the State of North Carolina, are obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefor and are allocated and available to finance their respective obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated or available to finance the City's or the County's obligations under this Agreement, then the City nor the County shall not be liable for any obligation under this Agreement. A failure of either party to perform its obligations under this Agreement as the result of the non-appropriation or unavailability of funds shall immediately terminate the Agreement and cancel the obligations of the other party.

30. COUNTY FACILITIES IN CITY STREETS.

The parties understand that the County will have to acquire an easement or franchise pursuant to the provisions of § 15.1-307 et seq. of the Virginia Code for sewer lines and water lines or other facilities owned by the County located over, under, or along City streets beyond the point of service.

31. WAIVER OF RIGHTS.

No action or failure to act by either the City or the County shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or

failure to act constitute an approval of or an acquiescence in a breach hereunder.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF DANVILLE, VIRGINIA

By: 

Charles F. Church
City Manager

ATTEST:



Deputy City Clerk

CASWELL COUNTY, NORTH CAROLINA

By: 

Gordon G. Satterfield
Chairman

ATTEST:


Wanda P. Smith
Board Clerk

North Carolina, Caswell County

Filed for registration in the office of Register of
Deeds of Caswell County at 1:32 P.M. on
the 30th day of May 19 90 and
recorded in Book 260 Page 626

MARY LEE CARTER

Register of Deeds

By: 
Assistant Register of Deeds

AMENDMENT OF CONTRACT

THIS AGREEMENT, made this 2nd day of September, 1992, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, on or about the 24th day of May, 1990, the City and County entered into a certain agreement, a copy of which has been attached hereto and made a part hereto; and

WHEREAS, the said City and County have agreed to modify certain terms of the aforesaid agreement;

NOW, THEREFORE, in consideration of the premises, the parties mutually agree as follows:

1. The City of Danville and Caswell County are hereby released and discharged from the performance of the obligations of the aforesaid agreement to the extent that they are inconsistent with the obligations of this agreement or have been modified by this agreement.

2. The City and the County are, therefore, hereby released and discharged from the performance of the paragraphs 1, 3, 4, 7, and 10, or portions thereof, of the aforesaid agreement which stated that:

1. DEFINITIONS.

As applied to the following words, terms, and abbreviations used in this Agreement, they shall have the following meanings:

. . .

d. Meter shall mean the two (2) master meters required under this Agreement, one for the water connection and one for the sewer connection.

e. Point of service shall mean the point at which water and wastewater treatment service is provided to the County and the point at which the water and sewer meters shall be located. It shall also be the point at which the responsibility for the operation and maintenance of the City's and the County's respective systems are determined unless otherwise provided for in this agreement.

. . .

g. Service area shall mean the area within the County to be served by the County.

. . .

3. SERVICE AREA.

The service area of the County shall consist of any area within the County.

4. POINT OF SERVICE.

The point of service for water shall be within the City at or near the Virginia/North Carolina border adjacent to or near Jenny Lane (formerly State Road 736), and for sewer where the sewer force main terminates at the existing City gravity sewer main at or near the Goodyear plant located on Goodyear Boulevard (formerly State Road 737), or as may be agreed upon by the parties hereto.

. . .

7. SIZE AND LOCATION OF FACILITIES.

. . . .

b. The water main serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/North Carolina line to its intersection with Goodyear Boulevard, the specific location of which shall be determined by the City, or at such other location as may be agreed upon by the parties hereto.

c. The sewer main serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/Carolina line to its intersection with Goodyear Boulevard (formerly State Road 737) and then in the right-of-way of Goodyear Boulevard in an easterly direction along Goodyear Boulevard and shall connect to the existing gravity sewer main on Goodyear Boulevard at or near the Goodyear Plant, or at such other location as may be agreed upon by the parties hereto. It is agreed by the parties hereto that such sewer main may be a forced sewer main.

. . . .

10. OPERATION AND MAINTENANCE.

. . . .

b. The County hereby requests and the City agrees that the City shall maintain all of the forced sewer main located within the City and owned by the County and the County agrees to reimburse the City for the cost of repairs and any expenses relating thereto, including any cost incurred as a result of a break to the sewer forced main. It shall be the responsibility of the County to notify the City of any needed maintenance provided, however, in the event a break occurs to a sewer forced main owned by the County but within the City the City shall have the right to make emergency repairs to such force mains without prior notice from the County.

. . . .

3. In consideration of the aforesaid release and discharge, the City and the County hereby modify and amend paragraphs 1, 3, 4, 7, and 10, or portions thereof, of the aforesaid contract as shown below, and hereby agree to perform the following in lieu of the performance from which they are released and discharged:

1. DEFINITIONS.

As applied to the following words, terms, and abbreviations used in this Agreement, they shall have the following meanings:

. . .

d. Meter shall mean the four (4) master meters required under this Agreement, two for the water connections and two for the sewer connections.

e. Points of service shall mean the points at which water and wastewater treatment service is provided to the County and the points at which the water and sewer meters shall be located. It shall also be the points at which the responsibility for the operation and maintenance of the City's and the County's respective systems are determined unless otherwise provided for in this agreement.

. . .

g. Service areas shall mean the areas within the County to be served by the County.

. . .

3. SERVICE AREAS.

The service areas of the County shall consist of any area within the County.

4. POINTS OF SERVICE.

The points of service for water shall be within the City at or near the

Virginia/North Carolina border adjacent to or near Jenny Lane (formerly State Road 736) and Greentree Road, and for sewer where the sewer force mains terminate at the existing City gravity sewer main at or near the Goodyear plant located on Goodyear Boulevard (formerly State Road 737) and Corning Drive at or near the Corning Glass Plant, or as may be agreed upon by the parties hereto.

. . .

7. SIZE AND LOCATION OF FACILITIES.

. . .

b. The water mains serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/North Carolina line to its intersection with Goodyear Boulevard and Greentree Road from the Virginia/North Carolina line to its intersection with West Main Street (U.S. Route 29), the specific location of which shall be determined by the City, or at such other location as may be agreed upon by the parties hereto.

c. The sewer mains serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/North Carolina line to its intersection with Goodyear Boulevard (formerly State Road 737) and then in the right-of-way of Goodyear Boulevard in an easterly direction along Goodyear Boulevard and shall connect to the existing gravity sewer main on Goodyear Boulevard at or near the Goodyear Plant and Greentree Road from the Virginia/North Carolina line to its intersection with West Main Street (U.S. Route 29) and then across West Main Street to Corning Drive, then in the right-of-way of Corning Drive in an easterly direction along Corning Drive and shall connect to the existing gravity sewer main on Corning Drive at or near the Corning Glass Plant, or at such other location as may be agreed upon by the parties hereto. It is agreed by the parties hereto that such sewer mains may be forced sewer mains.

. . .

10. OPERATION AND MAINTENANCE.

. . . .

b. The County hereby requests and the City agrees that the City shall maintain all of the forced sewer mains located within the City and owned by the County and the County agrees to reimburse the City for the cost of repairs and any expenses relating thereto, including any cost incurred as a result of a break to the sewer forced mains. It shall be the responsibility of the County to notify the City of any needed maintenance provided, however, in the event a break occurs to a sewer forced mains owned by the County but within the City the City shall have the right to make emergency repairs to such force mains without prior notice from the County.

4. The City and County hereby agree to accept the performances set forth in paragraph 3 of this Agreement in lieu of the performance released and discharged in paragraphs 1 and 2 of this Agreement.

5. All other provisions of the aforesaid agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the City and the County have hereunto set their signatures and seals:

CITY OF DANVILLE VIRGINIA

By:


A. Ray Griffin, Jr.
City Manager

ATTEST:


Deputy City Clerk

CASWELL COUNTY, NORTH CAROLINA

By: W. Conway Moorefield
W. Conway Moorefield
Chairman

ATTEST:

Wanda P. Smith
Wanda P. Smith
Board Clerk

SECOND AMENDMENT OF CONTRACT

THIS AGREEMENT, made this 4th day of April, 1995, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, on or about the 24th day of May, 1990, the City and County entered into a certain agreement, a copy of which has been attached hereto and made a part hereto; and

WHEREAS, on or about the 2d day of September, 1992, the City and County entered into an Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereto; and

WHEREAS, the said City and County have agreed to further modify certain terms of the aforesaid agreement;

NOW, THEREFORE, in consideration of the premises, the parties mutually agree as follows:

1. The City of Danville and Caswell County are hereby released and discharged from the performance of the obligations of the aforesaid agreement to the extent that they are inconsistent with the obligations of this agreement or have been modified by this agreement or the prior amendment.

2. The City and the County are, therefore, hereby released and discharged from the performance of the paragraph 16 or portions thereof, of the aforesaid agreement which stated that:

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 100,000 gallons per day capacity for potable water and 100,000 gallons per day capacity for wastewater treatment (sewerage treatment).

. . .

3. In consideration of the aforesaid release and discharge, the City and the County hereby modify and amend paragraph 16 or portions thereof, of the aforesaid contract as shown below, and hereby agree to perform the following in lieu of the performance from which they are released and discharged:

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 32,000 gallons per day capacity for potable water and 32,000 gallons per day capacity for wastewater treatment (sewerage treatment).

. . .

4. The City and the County hereby agree to accept the performances set forth in paragraph 16 of this Agreement in lieu of the performance released and discharged in paragraphs 1 and 2 of this Agreement.

5. All other provisions of the aforesaid agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the City and the County have
hereunto set their signatures and seals:

CITY OF DANVILLE, VIRGINIA

By: 

A. Ray Griffin, Jr.
City Manager

ATTEST:


Deputy City Clerk

CASWELL COUNTY, NORTH CAROLINA

By: 

Jeremiah Jeffries
Chairman

ATTEST:


Board Clerk

THIRD AMENDMENT OF CONTRACT

THIS AGREEMENT, made this 7TH day of MAY, 1997, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, on or about the 24th day of May, 1990, the City and County entered into a certain agreement, a copy of which has been attached hereto and made a part hereto; and

WHEREAS, on or about the 2nd day of September, 1992, the City and County entered into an Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereto; and

WHEREAS, on or about the 4th day of April, 1995, the City and County entered into a Second Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the said City and County have agreed to further modify certain terms of the aforesaid agreement;

NOW, THEREFORE, in consideration of the premises, the parties mutually agree as follows:

1. The City of Danville and Caswell County are hereby released and discharged from the performance of the

obligations of the aforesaid agreement to the extent that they are inconsistent with the obligations of this agreement or have been modified by this agreement or the prior amendments.

2. The City and the County are, therefore, hereby released and discharged from the performance of the paragraph 16 or portions thereof, of the aforesaid agreement and prior amendments which currently provide that:

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 32,000 gallons per day capacity for potable water and 32,000 gallons per day capacity for wastewater treatment (sewerage treatment).

. . . .

3. In consideration of the aforesaid release and discharge, the City and the County hereby modify and amend paragraph 16 or portions thereof, of the aforesaid contract and prior amendments as shown below, and hereby agree to perform the following in lieu of the performance from which they are released and discharged:

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 170,000 gallons per day capacity for potable water and 170,000 gallons per day capacity for wastewater treatment (sewerage treatment).

. . . .

4. The City and the County hereby agree to accept the performances set forth in paragraph 16 of this Agreement in

lieu of the performance released and discharged in paragraphs 1 and 2 of this Agreement.

5. All other provisions of the aforesaid agreement are to remain in full force and effect.

6. The terms and conditions of this Third Amendment shall be and become effective on and as of December 1, 1997.

IN WITNESS WHEREOF, the City and the County have hereunto set their signatures and seals:

CITY OF DANVILLE, VIRGINIA

By:

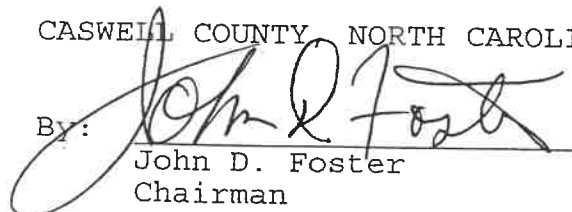

A. Ray Griffin, Jr.
City Manager

ATTEST:


Annette Z. Ames
Deputy City Clerk

CASWELL COUNTY, NORTH CAROLINA

By:


John D. Foster
Chairman

ATTEST:


Wanda P. Smith
Board Clerk

FOURTH AMENDMENT OF CONTRACT

THIS AGREEMENT, made this 13th day of July, 1998, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, on or about the 24th day of May, 1990, the City and County entered into a certain agreement, a copy of which has been attached hereto and made a part hereto; and

WHEREAS, on or about the 2nd day of September, 1992, the City and County entered into an Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereto; and

WHEREAS, on or about the 4th day of April, 1995, the City and County entered into a Second Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, on or about the 7th day of May, 1997, the City and County entered into a Third Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part thereof; and

WHEREAS, the said City and County have agreed to further modify certain terms of the aforesaid agreement;

NOW, THEREFORE, in consideration of the premises, the parties mutually agree as follows:

1. The City of Danville and Caswell County are hereby released and discharged from the performance of the obligations of the aforesaid agreement to the extent that they are inconsistent with the obligations of this agreement or have been modified by this agreement or the prior amendments.

2. The City and the County are, therefore, hereby released and discharged from the performance of the paragraph 16 or portions thereof, of the aforesaid agreement and prior amendments which currently provide that:

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 170,000 gallons per day capacity for potable water and 170,000 gallons per day capacity for wastewater treatment (sewerage treatment).

. . . .

3. In consideration of the aforesaid release and discharge, the City and the County hereby modify and amend paragraph 16 or portions thereof, of the aforesaid contract and prior amendments as shown below, and hereby agree to perform the following in lieu of the performance from which they are released and discharged:

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 65,000 gallons per day capacity for potable water and 65,000 gallons per day capacity

for wastewater treatment (sewerage treatment).

. . .

4. The City and the County hereby agree to accept the performances set forth in paragraph 16 of this Agreement in lieu of the performance released and discharged in paragraphs 1 and 2 of this Agreement.

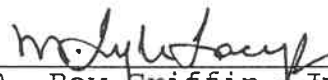
5. All other provisions of the aforesaid agreement are to remain in full force and effect.

6. The terms and conditions of this Fourth Amendment shall be and become effective on and as of December 1, 1998.

IN WITNESS WHEREOF, the City and the County have hereunto set their signatures and seals:

CITY OF DANVILLE, VIRGINIA

By:


~~A. Ray Griffin, Jr.~~
 City Manager


M. Lyle Lacy, III
 Interim City Manager

ATTEST:


 City Clerk

CASWELL COUNTY, NORTH CAROLINA

By:


 Bobby F. Aldridge
 Chairman

ATTEST:

Wanda P. Smith
Board Clerk

FIFTH AMENDMENT OF CONTRACT

THIS AGREEMENT, made this 13th day of July, 1999, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

W I T N E S S E T H

WHEREAS, on or about the 24th day of May, 1990, the City and County entered into a certain agreement, a copy of which has been attached hereto and made a part hereto; and

WHEREAS, on or about the 2nd day of September, 1992, the City and County entered into an Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereto; and

WHEREAS, on or about the 4th day of April, 1995, the City and County entered into a Second Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, on or about the 7th day of May, 1997, the City and County entered into a Third Amendment to the above-referenced agreement, a copy of which is attached hereto and made a part thereof; and

WHEREAS, on the 1st day of December, 1998, the City Council of the City of Danville, Virginia adopted the Fourth

Amendment of the above referenced agreement, a copy of which is attached hereto and made a part thereof; and

WHEREAS, the said City and County have agreed to further modify certain terms of the aforesaid agreement;

NOW, THEREFORE, in consideration of the premises, the parties mutually agree as follows:

1. The City of Danville and Caswell County are hereby released and discharged from the performance of the obligations of the aforesaid agreement to the extent that they are inconsistent with the obligations of this agreement or have been modified by this agreement or the prior amendments.

2. The City and the County are, therefore, hereby released and discharged from the performance of the paragraph 21 or portions thereof, of the aforesaid agreement and prior amendments which currently provide that:

21. PROHIBITION OF INDUSTRIAL CUSTOMERS.

a. It is expressly understood and agreed by the parties hereto that the County shall not now or in the future provide either water or sewer services from its system directly or indirectly to any industrial customer nor shall it permit any user to discharge wastewater containing toxic or poisonous substances or other substance which causes interference in the City's publicly-owned, treatment works.

b. Upon discovery by either the County or the City of a user discharging wastewater containing toxic or poisonous substances or other substance which causes interference in

the City's publicly-owned, treatment works the County shall within forty-eight (48) hours of such discovery terminate the user's sewer service or to cause such discharge to cease.

c. Should the County permit an industrial customer to connect with the County's water or sewer system so as to make use of either the water or wastewater treatment capacity provided by the City or fail to terminate or cause the above prohibited discharge to cease, the City will have an absolute right to immediately terminate this Agreement upon written notice. The provisions of Section 2 shall not apply.

. . . .

3. In consideration of the aforesaid release and discharge, the City and the County hereby modify and amend paragraph 21 portions thereof, of the aforesaid contract and prior amendments as shown below, and hereby agree to perform the following in lieu of the performance from which they are released and discharged:

21. Non-Compete Agreement

a. Caswell County and its officials shall not recruit companies located in the City of Danville, Virginia nor Pittsylvania County, Virginia;

b. Caswell County and its officials shall not offer state nor local incentives to companies located in the City of Danville, Virginia nor Pittsylvania County, Virginia;

c. Danville and its officials shall not recruit nor offer incentives to companies located in Caswell County, North Carolina;

d. Should a City of Danville, Virginia or Pittsylvania County, Virginia company contact Caswell County (Government, Chamber of Commerce, or other Economic Development Official) for

purposes of discussing a business or industrial location, the Caswell County, North Carolina County Manager shall notify the Danville, Virginia City Manager within five (5) days so that all options for exploring site opportunities in Danville, Virginia or Pittsylvania County, Virginia can be examined; and

e. Any potential industrial wastewater, water, and/or sewer user who is projected to use 20,000 gallons per day or more is required to have the prior approval of the City Manager of the City of Danville, Virginia.

4. The City and the County hereby agree to accept the performances set forth in paragraph 21 of this Agreement in lieu of the performance released and discharged in paragraphs 1 and 2 of this Agreement.

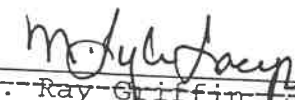
5. All other provisions of the aforesaid agreement are to remain in full force and effect.

6. The terms and conditions of this Fifth Amendment shall be and become effective on and as of 13 July 1999.

IN WITNESS WHEREOF, the City and the County have hereunto set their signatures and seals:

CITY OF DANVILLE, VIRGINIA

By:


~~A. Ray Griffin, Jr.~~
~~City Manager~~

M. Lyle Lacy, III
 Interim City Manager

ATTEST:


 City Clerk

CASWELL COUNTY, NORTH CAROLINA

By: Nathaniel Hall
Nathaniel Hall, Chairman
Caswell County Board of Commissioners

ATTEST:

Wanda P. Smith
Wanda P. Smith
Clerk to the Board

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on a “front” page if the packet is printed)*

**AGENDA ITEM 9****COVER SHEET**Caswell County Board of Commissioners

meeting date: June 2, 2025

topic: Dept. of Juvenile Justice probation lease (339 Wall St., rooms 405 {#20} and 406 {#19})

(County Manager Whitaker)

attachment(s):

- lease proposal
- facility diagram at Caswell DJJ Office

fiscal impact: These expenses are included in the recommended budget, and there is no additional expense associated with approval of the leases.

staff comments or recommendation: NCGS § 15-209 requires that counties provide office space for NC probation officers, a state function. According to the State Property Office that oversees the probation leases, all NC counties provide the space, utilities, janitorial services, and water/sewer free of charge.

Currently, the county provides two offices for probation at 339 Wall Street (Guilford Mills location). These pending leases would be for 3 years each and would begin 8/1/25. The proposal and facility diagram are attached, but the lease document is not yet available—it's anticipated by the 6/16 meeting.

suggested action or motion: None at this time, but provided that the lease is available by the 6/16 meeting:

"I move to approve the DJJ probation leases at 339 Wall Street, rooms 405 and 406, as provided in the referenced proposal and memorialized in the lease agreements, and in keeping with directives set forth in NCGS § 15-209."

notes:

NON-ADVERTISED LEASE PROPOSAL.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA NON-ADVERTISED- PO-28

1. NAME OF LESSOR: Caswell County County Manager: Scott Whitaker	2. LESSOR'S AGENT:
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INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ☐ A. PROPRIETORSHIP ☐ B. PARTNERSHIP ☐ C. CORPORATION ☒ D. GOVERNMENTAL ☐ E. NON-PROFIT ☐ F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ☐ G. OTHER: ☐ TAX I.D. #

MAILING ADDRESS: 144 Court Square	MAILING ADDRESS:
CITY: Yanceyville ZIP: 27379	CITY: ZIP:
PHONE#: 336-694-4193 Ext. 1202 CELL#:	PHONE#: CELL#:
E-MAIL: swhitaker@caswellcountync.gov	E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
Rooms 405 (#20) and 406 (#19)

STREET ADDRESS	CITY	COUNTY	ZIP CODE
339 Wall Street	Yanceyville	Caswell	27379

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	300	\$1.00		YES	YES	YES	clientele
WAREHOUSE							state car
OTHER							
TOTALS	300	\$1.00	XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State.

Comments: **Parking as available.**

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

B. OPTIONAL ALTERNATE PROPOSAL NO. 1

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces, () employee parking spaces and () state vehicle parking spaces

Comments:

7. LEASE TERM: **3 YEARS 0** BEGINNING DATE: **August 1, 2025**

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: **None.**

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES	NO
Is the proposed building free of hazardous lead paint?	YES	NO

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
DATE:	

LESSOR:		
9. ADDITIONAL INFORMATION		055
10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below		
11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?		
YES	NO	PARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:		
12. This proposal is made in compliance with the specifications furnished by <u>NCDPS</u> I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until <u>12/1/2025</u> I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.		
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):		
<i>(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i>		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
Printed Name of Lessor		
Signature of Lessor		Date
ELECTRONIC DELIVERY INSTRUCTIONS		
NON-ADVERTISED PROPOSAL:		
Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270		
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:		
1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: <ul style="list-style-type: none"> *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and <u>interior columns</u> h. Other space not usable for State purposes 		
*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.		
DEPARTMENT		DIVISION:
CITY:	SQUARE FEET: AGENT:	
DATE:		
<div style="display: flex; justify-content: space-between;"> FORM (PO-28-NA) (2022) Page 2 </div>		

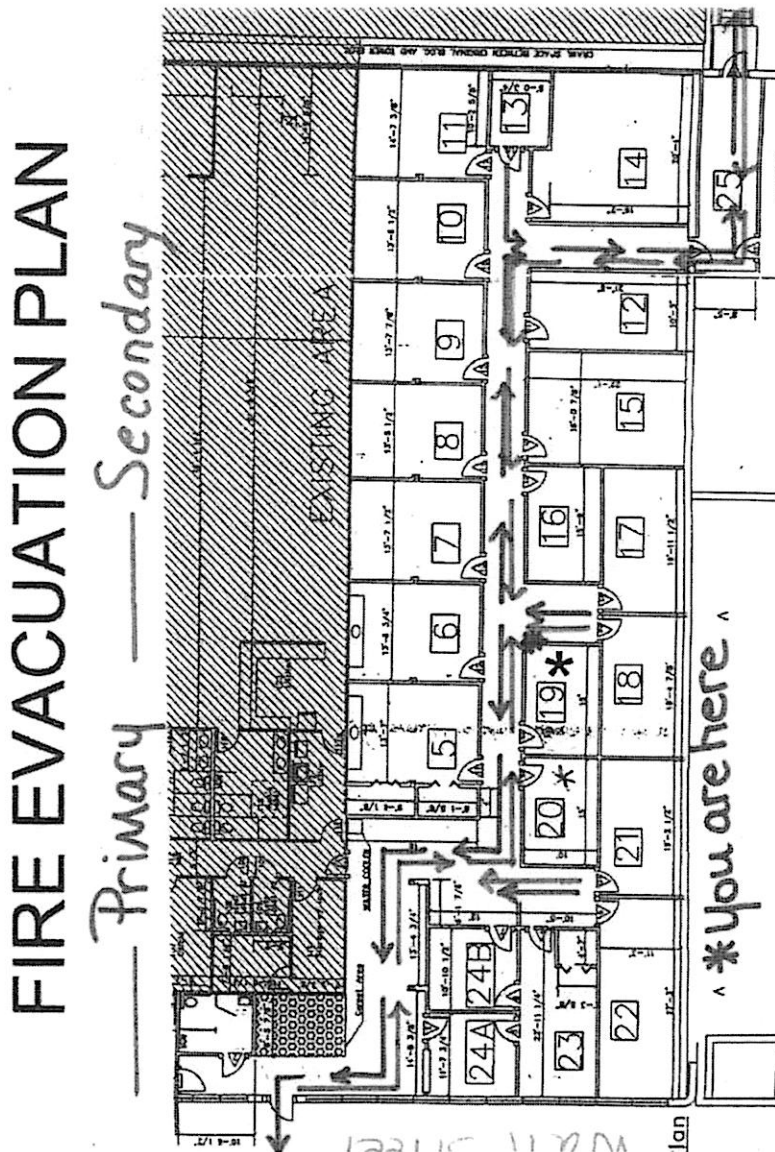


Department of Public Safety
 Division of Juvenile Justice
 Caswell, Franklin, Granville, Person, Vance, and Warren Counties

Facility Diagram Emergency Preparedness Plan

Revised: _____

Caswell DJJ Office located at 339 Wall Street Rooms 405 (#20) and 406 (#19),
 Yanceyville, NC



**COVER SHEET**

Caswell County Board of Commissioners

meeting date: June 2, 2025

topic: CoSquare event policy and fees

(County Manager Whitaker)

attachment(s):

- CoSquare Facility Rental Policy (draft)
- CoSquare Fee Policy (draft)
- Champion Systems security camera proposal (addition since last meeting)

fiscal impact: The proposed FY25–26 budget includes a revenue estimate of \$10,000 via fees, and there is currently funding available for security camera installation, which is proposed at a cost of \$21,236.48 (see related notes below).

staff comments or recommendation: This material was presented at the 5/5 BOC work session and again at the 5/19 meeting. Co-Square staff has received inquiries about renting the facility for events, but there is no related policy or fee structure. To increase revenue, staff recommends adopting a policy and fee schedule for event rental. The attached draft policy requires that events be held after normal working hours, so as not to conflict with the business use of the building, which is its primary purpose. The policy outlines the types of events that are allowed:

- Educational and professional development workshops
- Business meetings and corporate events
- Community gatherings and social functions
- Cultural and artistic presentations
- Nonprofit and charitable events
- Private celebrations such as showers, birthdays, and anniversaries (subject to guidelines)
- Religious and spiritual gatherings that comply with facility rules

And those that are not allowed:

- Events promoting hate speech, discrimination, or violence
- Political rallies or events endorsing specific candidates or parties
- Events that include illegal activities or substances
- Events that may pose a significant safety risk or disruption to the community
- Excessively loud or disruptive events that violate noise ordinances
- Events exceeding capacity limits or violating fire safety regulations
- Events involving weapons, gambling, or any form of illicit activity

The policy allows management to require the hiring of on-site security coverage through the Caswell County Sheriff's Office. The policy was developed after reviewing policies from other event centers. The fee policy was developed after reviewing fees from similar venues. Staff feels it is important to ensure that security-camera coverage is adequate given the additional, after-hours usage proposed, and the IT Department has identified a preferred vendor (attached Champion Systems proposal) who can complete this work by 6/30; however, further informal bids are being sought to meet Purchasing Policy requirements.

The BOC did not act at the 5/19 meeting because it wanted Attorney Johnston to look closer at the disallowed use of "political rallies or events endorsing specific candidates or parties" before making a decision.

suggested action or motion: A suggested motion is, “I move for adoption of the CoSquare Facility Rental Policy and Fee Policy [as presented or with change X], along with approval of a security camera solution and vendor using available funds at the discretion of the County Manager with the understanding that rentals will not begin until the security cameras are installed and working effectively.”

notes:

CoSquare Facility Event Policy

Purpose:

This policy outlines the types of events permitted and prohibited within the facility to ensure a safe, inclusive, and respectful environment for all guests, staff, and community members.

Permitted Events:

The facility welcomes events that align with its mission and values, including but not limited to:

- Educational and professional development workshops
- Business meetings and corporate events
- Community gatherings and social functions
- Cultural and artistic presentations
- Nonprofit and charitable events
- Private celebrations such as showers, birthdays, and anniversaries (subject to guidelines)
- Religious and spiritual gatherings that comply with facility rules

Events may be held from 5pm – 9pm on weekdays and between 9am - 9pm on weekends.

The renter will be given an access code that they will use to get in and out of the building to set up and clean up from their events. They will be expected to respect their contract and not use their code outside of these parameters.

Prohibited Events:

To maintain the integrity of the facility and ensure the safety and comfort of all patrons, the following types of events are not allowed:

- Events promoting hate speech, discrimination, or violence
- Political rallies or events endorsing specific candidates or parties
- Events that include illegal activities or substances
- Events that may pose a significant safety risk or disruption to the community
- Excessively loud or disruptive events that violate noise ordinances
- Events exceeding capacity limits or violating fire safety regulations
- Events involving weapons, gambling, or any form of illicit activity

Security Standards:

We reserve the right to determine whether security is required for any event based on the nature and size of the gathering. If deemed necessary through the approval process, security will be provided through the Sheriff's Office. The associated cost will be the responsibility of the renter, based on the current rate set by the Sheriff's Office, sent in an invoice directly to the renter from the Sheriff's Office.

If requested, security can be provided if approved by the Sheriff's Office.

Approval Process:

All events must be submitted one month ahead of time, reviewed, and approved by facility management. Event organizers are required to submit an event request form, outlining the nature of the event, expected attendance, and any special accommodations required. The facility reserves the right to deny any event that does not align with this policy.

Enforcement and Compliance:

Failure to adhere to this policy may result in event cancellation, forfeiture of deposits, and/or restrictions on future use of the facility. The facility management reserves the right to amend this policy as needed to address evolving community needs and regulations.

For any questions or clarification regarding this policy, please contact facility management.

CoSquare Facility Event Pricing Policy

Purpose: This policy outlines the pricing structure for events held within the facility to ensure transparency, fairness, and consistency in rental costs and associated fees.

Pricing Structure: Event pricing is determined based on the following factors:

- **Type of Event** (private, nonprofit, corporate, community, etc.)
- **Facility Space Used** (meeting rooms, common area)
- **Duration of Event** (hourly, half-day, full-day, multi-day)
- **Day and Time** (weekday, weekend, peak vs. off-peak hours)
- **Additional Services Required** (security, audiovisual equipment, etc.)

Discounted rates may be available for nonprofit organizations and community groups upon approval. These groups may receive a 10% discount if 3+ hours on a weeknight or 8+ hours on a weekend.

Additional Fees:

- **Security Deposit:** A refundable deposit of \$50 is required for all reservations. The deposit will be refunded if the Renter complies with all requirements.
- **Cleaning Fee:** A cleaning fee of \$100 applies to events where the Renter does not comply with the policy of cleaning up after the event.
- **Kitchen Use Fee:** Use of kitchen appliances carries a \$50 fee.
- **Overtime Charges:** Events exceeding their scheduled time will incur an overtime fee of \$75 per hour.
- **Security Services:** Events requiring security will be charged a \$40/hour fee based on the Sheriff's Office's security rental policy.

Payment Terms:

- Full payment is due no later than 10 days before the event.
- Cancellations made less than 15 days before the event will result in the forfeiture of the deposit.

Booking and Approval Process:

- Event organizers must submit a request form detailing the event type, expected attendance, and required services.
- Facility management will review and confirm pricing based on the details provided.
- A signed rental agreement and payment of required fees are necessary to secure the booking.

Enforcement and Compliance: Failure to comply with the payment terms and facility policies may result in cancellation, additional charges, or denial of future bookings.

For further inquiries regarding event pricing, please contact facility management.

Pricing

Monday – Friday (after 5pm):

- **Common Area:**
 - \$50 per hour/\$200 per evening
- **Conference Room**
 - \$35 per hour/\$150 per evening

Saturday - Sunday (9am – 9pm):

- **Common Area**
 - \$75 per hour/\$300_per half day/\$600 per day
- **Conference Room**
 - \$50 per hour/\$250 per half day/\$400 per day



May 19, 2025

Caswell County
339 Wall Street
Yanceyville, NC 27379

Attention: Mr. Jason Benson, IT Director
Project: **CoSquare Verkada Cameras and Installation**

Champion Systems, Inc. values the opportunity to continue our partnership with Caswell County to install Verkada door access control at 106 Court Sq, Yanceyville, NC 27379.

Scope of Work

CSI will deliver and install a total of five (5) Verkada cameras, three (3) interior and two (2) exterior. CSI will pull Cat6 cables to each camera as well as mount, connect, and optimize their field of view. CSI will also establish and set up all cameras in Caswell County / CoSquare Command site.

All Verkada devices included in this proposal have 5-Year licenses which allow unlimited users, automatic updates via the web with uninterrupted service or need for onsite service calls, unlimited 24/7/365 technical support from a live person, via phone, chat, or email, and each device selected for Caswell County / CoSquare has a 10-Year warranty.

Proposal Consists of **CAMERAS**

- | | |
|--------------|---|
| ➤ 2 x CD63 | Indoor, Dome, 4K Resolution, 3x Optical Zoom |
| ➤ 1 x CF83-E | Indoor/Outdoor, Fisheye, 12.5MP |
| ➤ 1 x CD42-E | Outdoor, Dome, 5MP |
| ➤ 1 x CD63-E | Outdoor, Dome, 4K Resolution, 3x Optical Zoom |

CAMERA LICENSES

- 5 x LIC-CAM-5Y-CAP 5-Year Camera Licenses
 - All 5 camera licenses empower Caswell County / CoSquare to add unlimited users, unlimited video storage, all future software advancements during term of the license, unlimited free technical support (phone, email, chat), access to Verkada Command to set automatic alerts including person of interest, car of interest, set alarms, schedules, and notifications, and much more

CAMERA MOUNTS

- 1 x ACC-MNT-PEND-1 Pendant Cap Mount

CSI INSTALLATION

All labor including pulling five new Cat6 cables for the cameras, installing Verkada mounts, mounting cameras, pole mount for the fisheye camera, optimizing camera FOV/AOV, creating and setting up cameras in Caswell County's Command site.

**Scope of Work Inclusions and Exclusions**

Caswell County to provide power, internet, and have all available IT infrastructure to support new devices available at time of installation.

Scope of Work Warranty terms

Champion Systems, Inc. will warrant the installed Scope of Work against all defects for a period of one year from the date of installation. This warranty does not extend to devices not installed under this Scope of Work and does not extend the warranty for existing equipment to which this Scope of Work is attached. Verkada warrants all devices specified on the Proposal for 10 years, including overnight replacement should a device fail within the 10-year warranty.

Price Section Disclaimer

Champion Systems, Inc. shall provide the products and services as outlined above and in conjunction with the terms and conditions below plus shipping and tax for the sum of \$21,236.48.

Scope of Work Approvals

Proposed by:

Accepted by:

Name Eric Fishman
Title Director, Physical Security
Date 05/19/2025

Name Jason Benson
Title IT Director
Date 05/19/2025

Terms and Conditions

Prices on this quote are valid for 30 days from the bid date above. Payment terms are 50% deposit and 50% at the time of project completion. Prices quoted are for the equipment, quantities, and services described only. They do not include special items, accessories, or services other than those specified in the quote.

Caswell County: **CoSquare**

Verkada Devices, Licenses, and Mounts

CSI Installation

**5-Year Licenses****CAMERAS**

Item	Description	Verkada List Price	CoSquare Price	Quantity	CoSquare Extended
CD63	Dome, Indoor, 4K, 3x Optical Zoom	\$1,499.00	\$1,199.20	2	\$2,398.40
CF83-E	Fisheye, 12.5MP	\$1,799.00	\$1,439.20	1	\$1,439.20
CD42-E	Dome, Outdoor, 5MP	\$1,199.00	\$959.20	1	\$959.20
CD63-E	Dome, Outdoor, 4K, 3x Optical Zoom	\$1,699.00	\$1,359.20	1	\$1,359.20
					\$6,156.00

LICENSES

Item	Description	Verkada List Price	CoSquare Price	Quantity	CoSquare Extended
LIC-CAM-5Y-CAP	5-Year Camera License	\$899.00	\$719.20	5	\$3,596.00

MOUNTS

Item	Description	Verkada List Price	CoSquare Price	Quantity	CoSquare Extended
ACC-MNT-PEND-1	Pendant Cap Mount	\$69.00	\$55.20	1	\$55.20

CSI Installation Includes

- * Labor to mount, install, and optimize all cameras interior and exterior
- * Labor to implement all new cable pulls, drop pole, and install camera mounts
- * 1-Year CSI warranty on installation
- * Creating CoSquare Command Organization, setting up all devices, and Training on Verkada Command

Verkada	\$9,807.20
CSI Installation	\$8,830.47
Materials	\$1,595.87

Shipping	\$250.00
Tax	\$752.94

GRAND TOTAL	\$21,236.48
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