SUGGESTED AGENDA
Regular Meeting in the
Armory Civic Center
501 US Hwy 158 Business E., Warrenton, NC

6:00 PM
May 1, 2023

Call to Order Regular Meeting – Chairman or Designee
Moment of Silence, Prayer & Pledge

Regular Meeting Agenda

1. ADOPT SUGGESTED AGENDA

2. CITIZEN COMMENTS - REGULAR BOARD MEETING

Time set aside to allow individuals to address the Board of Commissioners on issues of concern pertaining to the County.

3. CONSENT AGENDA

A. Approve Minutes: April 3, 2023 Regular Meeting and April 19, 2023 Work Session

B. Tax Collector's Report for March 2023 presented for Board's information in accordance with ANCGS 105-350 (John Preston, Tax Administrator)

C. Tax Release Requests (over & under $100) in accordance with NCGS 105-381 "Taxpayer's Remedies" as information only (John Preston, Tax Administrator)

D. Resolution recognizing May 7-13, 2023 as National Travel and Tourism Week

E. Proclamation Declaring May 2023 as National Tennis Month

F. Proclamation Declaring May 1 - 7 2023 as Hurricane Preparedness Week

G. Proclamation Declaring May 21st - May 27th 2023 as Emergency Medical Services Week

4. COUNTY MANAGER'S UPDATE – Vincent Jones

A. FY24 Budget Presentation

5. FINANCE OFFICE – Lee Faines

A. Consider Approval of Budget Amendment #7

B. Consider Approval of Revisions to American Rescue Plan Act (ARPA) Project Ordininance

6. ACTION ITEMS

A. Consider Approval of Contract with Rightmyer Machine Rentals, Inc., for Driveway Paving at the Warren County Transfer Station - Marshall Brothers, Public Works Director

B. Consider Approval of the Water Shortage Response Plan and Resolution - Eric St. Sing, Public Utilities Director

C. Consider Approval of Potentially Dangerous Dogs Appeals Board By-laws With Revisions - County Attorney Shiekel Richardson

D. Consider Approval of Contract with Charter/Spectrum for Broadband Services Through the G.R.E.A.T. Grant and Authorize County Manager to Execute Documents - County Attorney Shiekel Richardson

E. Consider Approval of Request to Set Public Hearing for June 5, 2023 for Re-Zoning Request RZ-2023-01 (Residential to Neighborhood Business): Three Parcels (19.488+/- acres) from Residential (R) to Neighborhood Business (NB) at Tax Map J3 34, J3 34C, and J3 34D located at 1612 Eaton Ferry Road.

F. Consider Approval of Amended Roanoke Wildwood Fire Protection Contract

7. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

A. Consider the Appointment of William Landis as a regular member serving a two-year term, Goble Lane as an alternate serving a two-year term and Donna Delia as an alternate serving a two-year term to the Potentially Dangerous Dog Appeals Board as recommended by the Potentially Dangerous Dog Appeals Board during their last meeting.

B. Consider Appointment of Barbara Espinosa to a First Three-Year Term on the Planning Board Beginning May 1, 2023 and ending April 30, 2026, and Appointment of William Landis from Primary Alternate to Planning Board Member for a First Three-Year Term Beginning February 1, 2023 and Ending January 31, 2026.

8. BOARD OF COUNTY COMMISSIONERS’ UPDATES

9. ADJOURN May 1, 2023 BOARD MEETING

Board of Commissioners Regular Meeting

April 3, 2023

MINUTES

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Suggested Agenda was adopted.

2. PRESENTATIONS

A. Fiscal Year 2022 Audit Presentation - Winston, Williams, Creech, Evans & Company, LLP

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

Robert Rice of Warrenton Missionary Baptist Church thanked the Board of Commissioners for their support and generosity for the Church's food pantry through the Non-Profit Grant Funding.
DJ Jones of Boys and Girls Club thanked the Board of Commissioners for their support of programming available in Warren County.

4. CONSENT AGENDA

A. Approve Minutes: March 6, 2023 Regular Meeting

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the minutes of the March 6, 2023 Board of Commissioners Meeting were approved.

B. Tax Collector's Report for February 2023 presented for Board's Information in accordance with NCGS 105-350 (John Preston, Tax Administrator)

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Tax Collector's Report for February 2023 was approved.

Tax Collector's Report
to the Warren County Board of Commissioners
For the Month February 2023

2022-2023

Current Year Collections

Tax Year	Charge	Collected in February	Collected to Date	Balance Outstanding	Percentage Collected
February 2023 FY 23	$19,755,437	$290,474	$18,709,970	$1,045,467	94.71
February 2022 FY 22	$19,148,914	$285,461	$18,064,519	$1,084,395	94.34

Delinquent Collections

2021	$376,263	$9,230	$127,105	$249,158	33.78
2020	194,179	2,538	34,970	$159,209	18.01
2019	187,267	5,351	20,831	$166,436	11.12
2018	105,171	217	8,937	$96,234	8.50
2017	102,304	70	6,747	$95,557	6.60
2016	78,855	92	7,012	$71,843	8.89
2015	64,121	294	4,906	$59,215	7.65
2014	53,155	7	3,158	$49,997	5.94
2013	81,723	156	2,765	$78,958	3.38
2012	63,326	6	4,234	$59,092	6.69
Total Delinquent Years	$1,306,364	$17,961	$220,665	$1,085,699	

Other February Receipts		
County Penalties	$ 11,886	$ 85,853
Landfill User Fees	$ 47,491	$ 1,441,896
Municipalities	$ 16,642	$ 656,356
Fire District Taxes	$ 20,305	$ 1,114,628
Advance Taxes	$ 8,838	$ 76,104
FEBRUARY GRAND TOTAL	$699,058	$40,369,991

John Preston, Tax Administrator 3/14/2023

John Preston, Tax Administrator

C. Tax Release Requests (over & under $100) in accordance with NCGS 105-381 "Taxpayer's Remedies" as information only (John Preston, Tax Administrator)

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the tax releases over and under $100 were approved.

Over $100 4/3/2023 CO MGR INITIALS: VJ Date: 3/21/2023

ERROR CORRECTION RELEASES:

BURCHETTE WALTER	2015	02237-200		53892	$ 213.04	TAXPAYER DECEASED/MH DEMOLISHED
BURCHETTE WALTER	2017	02237-200		26134	$ 187.46	TAXPAYER DECEASED/MH DEMOLISHED
DAVIS EMMITT HEIRS OF	2022	10723-300	A2B-109	3784	$ 213.89	BIS ERROR/WRONG VALUE
ROBINHOUSE LLC & HURT LLC	2022	50498		1047	$ 653.08	BUSINESS ASSETS ON INCORRECT ACCT
SEWARD CHARLES	2012	48113	C2-19-B2	24073	$ 113.16	SOLD AT COUNTY AUCTION
SEWARD CHARLES	2013	48113	C2-19-B2	24073	$ 107.87	SOLD AT COUNTY AUCTION
SEWARD CHARLES	2014	48113	C2-19-B2	24073	$ 104.36	SOLD AT COUNTY AUCTION
TOTAL ERROR CORRECTIONS:					$ 1,592.88	

Under $100 4/3/2023 CO MGR INITIALS: VJ Date: 3/21/2023

ERROR CORRECTION RELEASES:

NAME	Year	ACCT#	MAP #	RECORD #	AMOUNT	REASON
BURCHETTE WALTER	2014	02237-200		51164	$ 37.10	TAXPAYER DECEASED/MH DEMOLISHED
HANCHETTE JAMES L	2022	3036-200		29863	$ 10.49	TAXPAYER DECEASED/BOAT GIVEN AWAY
HANCHETTE JAMES L	2021	3036-200		27029	$ 14.32	TAXPAYER DECEASED/BOAT GIVEN AWAY
SEWARD CHARLES	2015	48113	C2-19-B2	24073	$ 98.96	SOLD AT COUNTY AUCTION
SUB-TOTAL ERROR CORRECTIONS:					$ 160.87	

D. Consider Approval of Resolution Supporting the Naming of a Section of Interstate 85 the Congresswoman Eva Clayton Highway

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Resolution Supporting the Naming of a Section of Interstate 85 the Congresswoman Eva Clayton Highway was approved.

WARREN COUNTY 1779 NORTH CAROLINA

WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Bertadean Baker, Chairman
Victor Hunt, Vice Chairman
Tare Davis
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

RESOLUTION

IN SUPPORT OF NAMING A SECTION ON INTERSTATE 85

CONGRESSWOMAN EVA CLAYTON HIGHWAY

WHEREAS, Eva Clayton was born In Savannah, Georgia on September 16, 1934; and

WHEREAS, Eva Clayton received her B.S. in Biology from Johnson C. Smith University in Charlotte, NC and her M.S. in Biology and General Science from North Carolina Central University in Durham, NC in 1962; and

WHEREAS, in 1974 Eva Clayton served as the Executive Director of the Soul City Foundation, a nonprofit offering meal assistance, health fairs and educational programs to residents in Warren County, NC; and

WHEREAS, in 1977 Eva Clayton was appointed by Governor Jim Hunt to serve as Assistant Secretary for Community Development for the North Carolina Department of Natural Resources; and

WHEREAS, in 1982 Eva Clayton was an elected member of the Warren County Commissioners, serving as chair for ten years; and

WHEREAS, in 1992 Eva Clayton won a special election from the 1st Congressional District in North Carolina to the United States House of Representatives, becoming the first woman to represent the State of North Carolina in the United States Congress, and the first African American to represent the State of North Carolina since George Henry White in 1901; and

WHEREAS, Eva Clayton served in the United States House of Representatives for ten years, establishing herself as an advocate for agricultural interests, food security and job creation for her rural district; and

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WHEREAS, in 2003 Eva Clayton was appointed Assistant Director General of the Food and Agricultural Organization of the United Nations in Rome, Italy, serving in that capacity for three years; and

WHEREAS, in 2022 Governor Roy Cooper awarded Eva Clayton with the North Carolina award, the highest civilian honor given by the state of North Carolina; and

WHEREAS, Eva Clayton is an elder at Cotton Memorial Presbyterian Church in Henderson, North Carolina and member of Alpha Kappa Alpha Sorority, Inc; and

WHEREAS, Eva Clayton serves on numerous boards and committees promoting food security, elevating rural interests, advocating for public health and supporting candidates to run for political office; and

WHEREAS, Eva Clayton is the widow to the late Theaoseus T. Clayton Sr, mother of four children and grandmother of six grandchildren; and

WHEREAS, Eva Clayton continues to live in Warren County and be an active member of her community.

NOW, THEREFORE, BE IT RESOLVED THAT the Warren County Board of Commissioners wishes to express their appreciation for the public service given and contributions made by Eva Clayton by naming the section of Interstate 85 from the Vance/Warren County line to exit 226 as the Congresswoman Eva Clayton Highway.

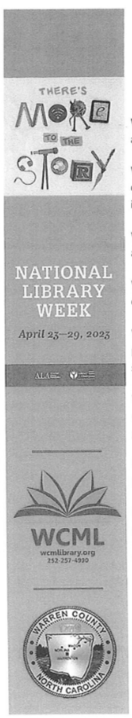
Adopted this 3rd day of April, 2023

Bertadean W Baker
Bertadean Baker, Chair

ATTEST:
Paula Pulley
Paula Pulley, Clerk to the Board

E. Consider Approval of Proclamation Declaring April 23 through 29, 2023 as National Library Week

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Proclamation Declaring April 23 through 29, 2023 as National Library Week was approved.



Warren County Memorial Library
National Library Week 2023
Proclamation

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that the Warren County Board of Commissioners proclaim National Library Week, April 23-29, 2023. During this week, we encourage all residents to visit their library to explore the wealth of resources available.

SIGNED: Bertadean W. Baker, Bertadean Baker, Chairwoman ATTEST: Paula Pulley, Paula Pulley, Clerk

F. Consider Approval of Proclamation Declaring April 2023 Public Health Month

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Proclamation Declaring April 2023 Public Health Month was approved.

Warren County Health Department
544 West Ridgeway Street
Warrenton, N.C. 27589
(252) 257-1185
Fax (252) 257-2897

Margaret Brake, DHA, MHA
Health Director

PUBLIC HEALTH MONTH
2023

A PROCLAMATION

WHEREAS, the State of North Carolina public health system is a critical component of our emergency response to natural and man-made disasters and widespread disease outbreaks in NC; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for North Carolina residents; and

WHEREAS, public health plays a critical role in eliminating health inequities and preventing chronic diseases and injuries, resulting in improved productivity and decreased healthcare costs for all; and

WHEREAS, the Warren County Health Department and other county public health departments across North Carolina are keeping families and communities safe year-round through immunizations, screenings, infectious disease control and promotion of healthy lifestyles; and

WHEREAS, communities, employers, hospitals and health care providers, individuals and families, insurers, elected officials and policymakers, schools and childcare facilities must work together to identify and develop innovative solutions to health problems facing the people of our county; and

WHEREAS, Warren County Government encourages people to recognize that public health is working to ensure all our communities are protected from threats such as influenza, COVID-19, foodborne illnesses, injury and chronic diseases such as diabetes, heart disease, and asthma;

NOW THEREFORE, the Warren County Board of County Commissioners do hereby proclaim April, 2023 as **"Public Health Month"** in Warren County, NC and commend its observance to all citizens.

Bertadean W. Baker ATTEST: Paula Pulley
Bertadean Baker, Chair   Paula Pulley, Clerk to the Board

G. Consider Approval of Proclamation Declaring April 30 through May 1, 2023 as the 68th Annual Stewardship Week

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Proclamation Declaring April 30 through May 7, 2023 as the 68th Annual Stewardship Week was approved.

PROCLAMATION

WHEREAS, healthy, fertile soil and clean water is the lifeblood of nutrition and sustenance throughout the world, and soil conservation is a benefit to everyone; and,

WHEREAS, effective conservation practices ensure soil, water, animals, plants, and air can provide a rich standard of living; and,

WHEREAS, our survival and continued production and access to quality food and water depends upon the robust management of diverse natural resources nationwide; and,

WHEREAS, stewardship calls upon every individual to help conserve these precious resources to ensure their prosperity for generations to come;

Therefore, I, Bertadean Baker, Chair of Warren County Board of Commissioners, do hereby proclaim the week of April 30 –May 7, 2023 as **Soil and Water Stewardship Week**.

April 3, 2023
Date

Bertadean W. Baker
Bertadean Baker, Chair

Paula Pulley
ATTEST: Paula Pulley, Clerk to the Board

H. Consider Approval of Proclamation Declaring April 9 through 15, 2023 as National Animal Control Officer Appreciation Week

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Proclamation Declaring April 9 through April 15, 2023 as National Animal Control Officer Appreciation Week was approved.

NATIONAL ANIMAL CONTROL OFFICER
APPRECIATION WEEK

WHEREAS, the National Animal Control Officer Association has designated the second full week of April each year as Animal Control Officer Appreciation Week; and

WHEREAS, the various Federal, State, and Local Government Officials throughout the Country take this time to recognize, thank, and commend all Animal Control Officers for the dedicated service they provide to the citizens, various Public Safety, Public Service Agencies and Departments through the Country; and

WHEREAS, Warren County would like to express sincere thanks and appreciation for the outstanding service the Warren County Animal Control Department provides on a daily basis to the citizens of the County; and

WHEREAS, Warren County Board of Commissioners recognizes and commends the Animal Control Officers and Animal Control Staff for the many dedicated and long hours of service they provide in order to serve the community, and for fulfilling the Animal Control Department's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, the Warren County Board of Commissioners wishes to commend each and every member of the Animal Control Department for their service.

NOW THEREFORE, BE IT PROCLAIMED, that on this 3rd day of April, 2023, the Warren County Board of Commissioners does hereby officially recognize April 9th through the 15th of 2023 as

NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK

Bertadean W. Baker
Bertadean Baker, Chairman

ATTEST:
Paula Pulley
Paula Pulley, Clerk to the Board

I. Consider Approval of Proclamation Declaring April 2023 Child Abuse Prevention Month
On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Proclamation Declaring April 2023 as Child Abuse Prevention Month was approved.

Prevent Child Abuse North Carolina   NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

2023 Child Abuse Prevention Month Proclamation

Whereas, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

Whereas, preventing child abuse and neglect prevention is a community responsibility affecting both the current and future quality of life of a community;

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, Warren County Board of Commissioners do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Bertadean W. Baker   Date: April 3, 2023
Bertadean Baker, Chair

ATTEST:
Paula Pulley
Paula Pulley, Clerk to the Board

J. Consider Approval of Proclamation Declaring April 9 Through 15, 2023 at National Public Safety Telecommunicators Week

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Proclamation Declaring April 9 through 15, 2023 as National Public Safety Telecommunicators Week was approved.

WARREN COUNTY 1779 NORTH CAROLINA

WARREN COUNTY BOARD OF COMMISSIONERS
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Victor Hunt, Vice Chairman
Tare Davis
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 9th through 15th
2023

WHEREAS, emergencies that require law enforcement, fire, or emergency medical services can occur at any time; and

WHEREAS, public safety telecommunicators provide a continuous link from those in need to the emergency services providers who will respond to assist; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters, and paramedics depends in part upon the quality and accuracy of information obtained from people who contact the Emergency Communications Centers of North Carolina; and

WHEREAS, public safety telecommunicators provide 24-hour-a-day service and are the first contact many people have with emergency services; and

WHEREAS, public safety telecommunicators are a lifeline for our law enforcement officers, firefighters, and paramedics, monitoring their activities by radio and providing them information to help ensure their safety; and

WHEREAS, public safety telecommunicators are a lifeline for our law enforcement officers, firefighters, and paramedics, monitoring their activities by radio and providing them information to help ensure their safety; and

WHEREAS, each public safety telecommunications dispatcher exhibits compassion, understanding, and professionalism during the performance of his or her duties; and

WHEREAS, the State of North Carolina commends the many dedicated public safety telecommunicators whose ongoing contributions help to keep our state and residents safe.

NOW, THEREFORE, BE IT RESOLVED THAT I, *Chairman Bertadean Baker,* do hereby proclaim April 9 – 15, 2022 as PUBLIC SAFETY TELECOMMUNICATORS WEEK in Warren County, and commend its observance to all citizens

Signed this 3rd day of April, 2023

Bertadean W. Baker
Bertadean Baker, Chairman

ATTEST: Paula Pulley
Paula Pulley, Clerk to the Board

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5. COUNTY MANAGER'S UPDATE – Vincent Jones

A. FY 23 Distinguished Budget Presentation Award

County Manager Vincent Jones stated that, for the third year in a row, the County has been recognized with the Distinguised Budget Presentation Award for the FY23 Budget Book.

B. Consider Kerr Area Transportation Authority (KARTS) Funding Request

Kerr Area Transportation Authority (KARTS) has asked each of the counties they serve to provide additional funds in FY23 to help cover expenses that have exceeded original projections. A total of $75,000 in additional funds is needed from each county in order for KARTS to operate through June 30, 2023.
On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, additional funding for KARTS in the amount of $75,000 in FY23 was approved.

C. Reclassification of Human Resources Technician to Human Resources Assistant Manager

On motion of Commissioner Hunt, seconded by Commissioner Pierce, and duly carried by unanimous vote, reclassification of Human Resources Technician to Human Resources Assistant Manager at Salary Grade 27 was approved.

D. Consider Approval of American Rescue Plan (ARPA) Project Ordinance in accordance to U.S. Treasury Guidelines

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the American Rescue Plan (ARPA) Project Ordinance in accordance with U.S. Treasury Guidelines was approved.

Warren County, North Carolina
Grant Project Ordinance:
American Rescue Plan Act - Coronavirus State and Local Fiscal Recovery Funds
Fiscal Year 2022- 2023

BE IT ORDAINED by the board of commissioners for Warren County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: Federal Grant Allocation. This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The County of Warren (County) received the first tranche in the amount of **$1,916,257.50 June 2021** of CSLFRF funds. The County received the second tranche of **$1,916,257.50 September 2022** .The total allocation is **$3,832,515**, These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: Standard Election. The County has elected to take the standard allowance for the full allocation of **$3,832,515** of the grant funds, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: Effective Date. This grant project ordinance is effective as of March 27, 2023, and expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the County, whichever occurs sooner.

Section 4: Grant Revenues. The following revenues are anticipated to be available to complete the projects specified in the grant from ARP/CSLFRF Funds is **$3,832,515.**

Section 5: Grant Expenditures- Standard Election. The expenditures for this grant are appropriated on a multi-year basis. The following amounts are appropriated for the projects and authorized for expenditures as follows.

Project Description	Expenditure Category (EC)	Fiscal Year 2023
Broadband Services Grant match)	6.1	$250,000
Marketing/branding program	6.1	$50,000
Unassigned (Future Projects)	6.1	$3,532,515
Total		3,832,515

Section 6: Amendments. Future amendments to this grant ordinance require approval of the Board of Commissioners.

Section 7: Financial Accounting and Reporting. Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the County's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 8: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 9: Copies of this budget project ordinance shall be furnished to the Budget Officer, Clerk to the Board of Commissioners and the Finance Officer to provide direction in the carrying out their duties and are available for public inspection.

Adopted, as corrected, this the 3rd day of April, 2023

Duly adopted this 3rd day of April, 2023.

ATTEST:

Paula Pulley, Clerk to the Board | **Bertadean Baker, Chair**

6. ACTION ITEMS

A. Consider Approval of Bid Received From Carolina Recreation & Design in the Amount of $71,614.85 for the Picnic Shelter Project at Magnolia Ernest Park and Authorize the County Manager to Execute Documents Upon Review by the County Attorney

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the bid received from Carolina Recreation & Design in the amount of $71,614.85 for the Picnic Shelter Project at Magnolia Ernest Park was approved and County Manager was authorized to execute documents upon review by the County Attorney

B. Consider Approval of Application for Fee Waiver from Haliwa-Saponi Tribal School for Graduation Ceremony on June 2, 2023 at the Warren County Armory Civic Center

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Warren County Armory Civic Center Fee Waiver Application from Haliwa-Saponi Tribal School for a Graduation Ceremony on June 2, 2023 was approved.

C. Consider Approval of the Purchase Of A 2023 Chevrolet 2500 Silverado in the Amount of $54,107.12 From Team Chevrolet of Swansboro, NC for Emergency Services

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the purchase of a 2023 Chevrolet 2500 Silverado in the amount of $54,107.12 from Team Chevrolet of Swansboror, NC for Emergency Services was approved.

D. Asset Inventory and Assessment Work Project

1. Consider Approval of Resolution Accepting State Reserve Grant Funds in the Amount of $150,000 From North Carolina Department of Environmental Quality to Perform Asset Inventory and Assessment Work

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Resolution Accepting State Revolving Funds in the Amount of $150,000 from North Carolina Department of Environmental Quality to Perform Asset Inventory and Assessment Work was approved.

WARREN COUNTY 1779 NORTH CAROLINA

WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

RESOLUTION BY WARREN COUNTY BOARD OF COMMISSIONERS

Bertadean Baker, Chairman
Victor Hunt, Vice Chairman
Tare Davis
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of $150,000.00 to perform asset inventory and assessment work, and

WHEREAS, Warren County intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISIONERS OF WARREN COUNTY:

That Warren County does hereby accept the State Reserve Grant offer of $150,000.00.

That Warren County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Vincent Jones, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 3rd day of April, 2023 at Warren County, North Carolina.

Bertadean W. Baker
Bertadean Baker, Chairman

April 3, 2023
Date

ATTEST:
Paula Pulley
Paula Pulley, Clerk to the Board

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

"This institution is an equal opportunity prov

2. Consider Approval of Agreement with Rivers & Associated for Asset Inventory and Assessment Project and Authorize County Manager to Execute Documents Pending Review by County Attorney

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the agreement with Rivers & Associates for Asset Inventory and Assessment Project in the amount of $162,750 was approved and County Manager was authorized to execute documents upon review by the County Attorney.

E. Pleasant Hill Pump Station Replacement Project

1. Consider Approval of Resolution Accepting American Rescue Plan Grant Offer of $155,500 for North Carolina Department of Environmental Quality for Pleasant Hill Pump Station Replacement Project

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Resolutijn Accepting American Rescue Plan Grant Offer of $155,500 for North Carolina Department of Environmental Quality for Pleasant Hill Pump Station Replacement Project was approved.


WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

RESOLUTION BY WARREN COUNTY BOARD OF COMMISSIONERS

Bertadean Baker, Chairman
Victor Hunt, Vice Chairman
Tare Davis
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of $155,500.00 to perform work detailed in the submitted application, and

WHEREAS, Warren County intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WARREN COUNTY:

That Warren County does hereby accept the American Rescue Plan Grant offer of $155,500.00.

That Warren County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Vincent Jones, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 3rd day of April, 2023 at Warren County, North Carolina.

Bertadean W. Baker — April 3, 2023
Bertadean Baker, Chairman — Date

ATTEST:
Paula Pulley
Paula Pulley, Clerk to the Board

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

"This institution is an equal opportuni

2. Consider Approval of Agreement with Rivers & Associates for Design and Engineering Services for Pleasant Hill Pump Station Replacement Project and Authorize County Manager to Execute Documents Pending Review by County Attorney

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the agreement with Rivers & Associates for Design and Engineering Services for Pleasant Hill Pump Station Replacement Project was approved and County Manager was authorized to execute documents upon review by the County Attorney.

F. Consider Approval of Thomas & Hutton Scope of Work and Associated Cost for Planning Services for Multi-Modal Pathway Not to Exceed $100,000 and Authorize County Manger to Execute Documents Upon Review by County Attorney

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Thomas &Hutton Scope of Work and Associated Cost for Planning Services for Multi-Modal Pathway Not to Exceed $100,000 was approved and County Manager was authorized to execute documents upon review by the County Attorney.

7. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

A. Consider Appointment of Kathy Harris to the Kerr-Tar Regional Aging Advisory Council as recommended. This Three-Year Appointment Begins January 1, 2023 and Ends December 31, 2025.

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Kathy Harris was appointed to a three-year term to the Kerr-Tar Regional Aging Advisory Council beginning January 1, 2023 and ending December 31, 2025.

B. Consider the Appointment of Eric Copeland to the Library Board of Trustees as Recommended. This is a Three-Year Term Beginning April 1, 2023 and Ending March 31, 2026.

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, Eric Copeland was appointed to a three-year term beginning April 1, 2023 and ending March 31, 2026 to the Warren County Memorial Library Board of Trustees.

C. Consider Appointment of John Franz to a First Term on the Lake Gaston Weed Control Council as Recommended. This is a Three Year Term Beginning April 1, 2023 and Ending March 31, 2026

On motion of Commissioner Davis, seconded by COmmissioner Hunt, and duly carried by unanimous vote, John Franz was appointed to a three year term beginning April 1, 203 and ending Mrch 31, 2026 to the Lake Gaston Weed Control Council.

D. Consider Appointment of County Manager Vincent Jones as Alternate to Warren County Appointees to the Kerr Tar Council of Governments Board

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, County Manager was appointed as Alternate to Warren County Appointees on the Kerr Tar Council of Governments Board.

8. BOARD OF COUNTY COMMISSIONERS' UPDATES

9. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PERSONNEL MATTERS

Closed Session was not needed.

10. ADJOURN April 3, 2023 BOARD MEETING

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly approved by unanimous vote, the April 3, 2023 Board of Commissioners Meeting was adjourned.

____

Paula Pulley, Clerk to the Board

Board of Commissioners Work Session

April 19, 2023

MINUTES

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the April 19, 2023 Work Session Agenda was approved with the removal of Item 5.

2. PROCLAMATION DECLARING APRIL 2023 AS NATIONAL COUNTY GOVERNMENT MONTH

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, the Proclamation Declaring April 2023 as National County Government Month was approved.

NATIONAL COUNTY GOVERNMENT MONTH APRIL 2023

Proclamation

National County Government Month
April 2023

"COUNTIES RISE!"

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, Warren County take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Denise Winfrey, NACo is highlighting how "Counties RISE!" demonstrating exemplary Resiliency, Inclusion, Solvency, and Empowerment; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Warren County re-commits to the mission statements of Warren County and our individual departments as we are committed to serving with *EXCELLENCE* to our county, residents and businesses.

NOW, THEREFORE, BE IT RESOLVED THAT I, Bertadean Baker, Chairperson of the Warren County Board of Commissioner, do hereby proclaim April 2023 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Proclaimed, this 19th day of April, 2023.

Bertadean W. Baker
Bertadean Baker, Chairperson
Warren County Board of Commissioner

Attest to:
Paula Pulley
Paula Pulley, Warren County Clerk to the Board

3. BI-ANNUAL REPORTS

A. Board of Elections Report - Written

B. Cooperative Extension Bi-Annual Report - Written

C. Community & Economic Development Report - Written and In-Person

4. PRESENTATIONS

A. Buck Spring Park Master Plan Discussion - Congresswoman Eva M. Clayton

Congresswoman Eva Clayton reminded the Board of Commissioners of the committment they made several years ago to develop Buck Springs Park. She stated that one building has been constructed and now it is time to complete the next phase. Congresswoman Clayton suggested that the overnight cabins be the next step, and then the completion of the larger event space, and suggested that perhaps

COVID funds could be used towards this project.

B. Warren County Fire Commission - Commissioner Tare Davis

Commissioner Tare "T" Davis, Fire Association President Joey Andrews, Dr. Chris Grainger, and several others spoke of the importance of having staff at each of the 14 Volunteer Fire Departments serving Warren County. Currently six of the Volunteer Fire Departments have one paid firefighter on staff, and the County Budget provides $160,000 to pay for those staff members. The total cost to the county of one paid firefighter at each of the 14 stations would be $465,920, an increase of $305,920 in county funds. Commissioner Davis asked if ARPA funds could be used to pay for firefighters. County Manger Vincent Jones responded by saying yes, ARPA funds could be used, however you would not want to pay for ongoing operations cost with one-time funding. Commissioner Davis did indicate that he would expect funding to continue.

C. Vance Granville Community College Board Expansion Proposal - Rachel M. Desmarais, Ph.D., President, Vance-Granville Community College

Dr. Rachel Desmarias, Ph.D, discussed the desire to broaden the Vance Granville Community College Board to better reflect all of the partners in the system. Dr. Desmarias further stated that more programing is in the plans for the Warren campus, and the basketball program will be officially moving to the John Graham Gym. More information will be coming, along with a formal request, next year.

D. Warren County Schools Construction Funding - Superintendent Keith Sutton, Warren County Schools

Superintendent Keith Sutton presented information concerning possible scenarios on how to achieve the goal of consolidating all of the County's elementary schools. At this time, the School Board believes that using the New Tech building and adding two additional wings will be the best scenario. Superintendent Sutton further discussed concerns about safety at each of the current schools. Sutton stated there are currently 2 School Resource Officers and 7 schools. The two SRO's are stationed at Warren County High School and Warren County Middle School. Sutton would like to purchase metal detectors for schools, Halo Smart Sensors, and Lockdown Shades. The cost of metal detectors can run between $1,200 and $4,500, Halo Smart Senors are $1,400, and Lockdown Shades are $29 each.

E. Consider Fine Free Library Service Policy - Christy Bondy, Library Director

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Fine Free Library Service Policy was approved.

F. Work Session Follow-Up Re: American Rescue Plan Act (ARPA) Funding - Vincent Jones, County Manager

County Manager Vincent Jones discussed the possibility that the U.S. Treasury could begin to claw back unobligated American Rescue Plan funds. Mr. Jones asked the Board for priorities when it comes to obligating remaining funds. Commissioner Pierce stated that funds should be used on operational expenses, or saved for a new EMS Satellite. Commissioner Davis agreed with Commissioner Pierce and asked that the paid firefighter program be included.

5. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(4) FOR INDUSTRY AND BUSINESS LOCATION OR EXPANSION

Item removed from agenda.

6. ADJOURN APRIL 19, 2023 WORK SESSION

April 19, 2023 Work Session was declared adjourned by Chair Bertadean Baker.

____
Paula Pulley, Clerk to the Board

Tax Collector's Report
to the Warren County Board of Commissioners
For the Month March 2023

2022-2023

Current Year Collections

Tax Year	Charge	Collected in March	Collected to Date	Balance Outstanding	Percentage Collected
March 2023 FY 23	$19,750,107	$347,923	$19,057,892	$692,215	96.50
March 2022 FY 22	$19,150,238	$473,569	$18,531,466	$618,772	96.77

Delinquent Collections

2021	$375,964	$16,471	$143,576	$232,388	38.19
2020	193,890	6,079	41,050	$152,840	21.17
2019	187,243	5,340	26,171	$161,072	13.98
2018	104,870	2,293	11,231	$93,639	10.71
2017	101,366	897	7,644	$93,722	7.54
2016	78,852	1,478	8,490	$70,362	10.77
2015	64,114	294	5,200	$58,914	8.11
2014	53,155	150	3,308	$49,847	6.22
2013	81,705	728	3,492	$78,213	4.27
2012	63,302	479	4,713	$58,589	7.45
Total Delinquent Years	$1,304,461	$34,209	$254,875	$1,049,586	

Other March Receipts		
County Penalties	$ 21,588	$ 107,441
Landfill User Fees	$ 61,779	$ 1,503,675
Municipalities	$ 12,331	$ 668,687
Fire District Taxes	$ 25,323	$ 1,139,951
Advance Taxes	$ 13,519	$ 89,623
MARCH GRAND TOTAL	$990,241	$41,353,610

John Preston, Tax Administrator 4/14/2023

John Preston, Tax Administrator

Over $100	**5/1/2023**		**CO MGR INITIALS:_______**		**Date:______________**	
ERROR CORRECTION RELEASES:						
BURCHETTE GWENDOLYN P	2022	00592-900	E3-30-1X	15765	$ 302.01	MOBILE HOME WAS DESTROYED
BURCHETTE GWENDOLYN P	2021	00592-900	E3-30-1X	15765	$ 320.75	MOBILE HOME WAS DESTROYED
BURCHETTE GWENDOLYN P	2020	00592-900	E3-30-1X	15765	$ 356.80	MOBILE HOME WAS DESTROYED
BURCHETTE GWENDOLYN P	2019	00592-900	E3-30-1X	15765	$ 187.17	MOBILE HOME WAS DESTROYED
MOORE NANCY	2022	27915-200		29743	$ 176.06	MH REMOVED IN 2018
MOORE NANCY	2021	27915-200		26603	$ 191.52	MH REMOVED IN 2018
MOORE NANCY	2020	27915-200		26698	$ 206.54	MH REMOVED IN 2018
MOORE NANCY	2019	27915-200		26418	$ 196.48	MH REMOVED IN 2018
SCHILDT JEFFREY G	2021	01630-301	L2A-86	7761	$ 166.74	TAX SALE 3/31/22
SCHILDT JEFFREY G	2020	01630-301	L2A-86	7761	$ 155.00	TAX SALE 3/31/22
TUCKER NICHOLAS C	2022	50878	K3C-77	5667	$ 165.78	MH REMOVED
UNION GROVE BAPTIST CHURCH	2022	1559-300	B10-28	18185	$ 1,856.68	PROPERTY IS EXEMPT
TOTAL ERROR CORRECTIONS:					**$ 4,281.53**	
LANDFILL USER FEE RELEASES:						
MOORE NANCY A	2019	27915-300	H11-9A	10070	$ 150.00	REST HOME BURNED DOWN
TOTAL LFUF RELEASES:					**$ 150.00**	
Total Releases					**$ 4,431.53**	

Under $100 **5/1/2023** **CO MGR INITIALS:_______ Date:______________**

ERROR CORRECTION RELEASES:

NAME	Year	ACCT#	MAP #	RECORD #	AMOUNT	REASON
SCHOONOVER C S	2022	24444-300		58	$ 17.30	TAXPAYER NO LONGER OWNS MH
UNKNOWN	2019	40091-300	E5D-55A	24140	$ 11.57	PARCEL NO LONGER EXISTS
UNKNOWN	2018	40091-300	E5D-55A	24140	$ 9.45	PARCEL NO LONGER EXISTS
UNKNOWN	2017	40091-300	E5D-55A	24140	$ 13.11	PARCEL NO LONGER EXISTS
UNKNOWN	2016	40091-300	E5D-55A	24140	$ 12.80	PARCEL NO LONGER EXISTS
SUB-TOTAL ERROR CORRECTIONS:					**$ 64.23**	

MOTOR VEHICLE RELEASES:

NAME	Year	ACCT#	MAP #	RECORD #	AMOUNT	REASON
PERRY ROBERT LEE JR	2013	37975-113		V-48172	$ 29.95	TAXPAYER WAS IN SC NOT NC
PERRY ROBERT LEE JR	2013	37975-113		V-48223	$ 5.35	TAXPAYER WAS IN SC NOT NC
PERRY ROBERT LEE JR	2012	37975-112		V-45053	$ 51.86	TAXPAYER WAS IN SC NOT NC
SUB-TOTAL MOTOR VEHICLE RELEASES:					**$ 87.16**	
SUB-TOTAL CORRECTION RELEASES:					**$ 64.23**	
Total Releases					**$ 151.39**	

NATIONAL TRAVEL & TOURISM WEEK
MAY 7-13, 2023

National Travel and Tourism Week 2023 Resolution

WHEREAS the travel industry fuels every industry and will continue to be an essential part of Warren County, North Carolina's economy, development, and workforce.

WHEREAS travel is an economic powerhouse for every state and destination across the country, with a national economic output of $2.6 trillion in 2022, supporting 14.5 million American jobs.

WHEREAS travel spending supports vibrant and safe communities in North Carolina and across the United States by generating $84 billion in state and local tax revenue in 2022 to support essential services, such as education, emergency response, public safety, and more.

WHEREAS travel enables success for all industries—including manufacturing, agriculture, defense, healthcare, and more—by driving sales growth, innovation, education, and operations that move our economy, our nation, and Warren County forward.

WHEREAS travel related spending generated $63 million in Warren County in 2021, a 27% growth from the previous year.

WHEREAS increasing travel to and within Warren County drives the community forward to a more prosperous future.

WHEREAS the travel industry's success will grow Warren County's economy and workforce, since, prior to the pandemic, small businesses accounted for the majority of leisure and hospitality employment.

WHEREAS travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses, and fosters mutual understanding.

Therefore, be it resolved that the Warren County Board of Commissioners do hereby proclaim May 7-13, 2023 as National Travel and Tourism Week in Warren County, North Carolina and urge the citizens of Warren County to recognize the critical role this industry plays in Warren County's economic growth.

Duly adopted by the Warren County, NC Board of Commissioners this _____ day of ____________, 2023.

____

Bertadean Baker, Chair, Warren County NC Board of Commissioners

Attest:

____

Paula Pulley, Clerk to the Board of Commissioners, Warren County, NC

MAY IS NATIONAL TENNIS MONTH

SUPPORTED BY USTA

PROCLAMATION

Whereas, On May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

Whereas, The USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

Whereas, The USTA is the largest tennis organization in the world, with over 550,000 members from every corner of the country; and

Whereas, The USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA Adaptive grants; and

Whereas, The latest research by the Physical Activity Council shows that more than 23.6 million Americans played tennis in 2022, an unprecedented 33 percent increase in participation over 2019 and the highest number of players since the PAC study began in 2007; and

Whereas, By increasing the accessibility of tennis for citizens of Warren County, North Carolina of all ages and ability, the USTA has contributed to making our community happier and healthier; and

Whereas, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities; and

Whereas, Warren County Parks and Recreation will be offering free tennis opportunities in May of 2023;

NOW, THEREFORE, We, the Warren County Board of Commissioners, North Carolina, on May 1, 2023 proclaim May 2023 as National Tennis Month and hereby urge the citizens of Warren County to become aware of and support National Tennis Month.

____
Bertadean Baker, Chair

____
ATTEST: Paula Pulley, Clerk to the Board

PROCLAMATION

HURRICANE PREPAREDNESS WEEK 2023

BY THE COMMISSIONERS OF WARREN COUNTY

WHEREAS, hurricanes and tropical systems have impacted every North Carolina county with disastrous results; and

WHEREAS, North Carolina is repeatedly one of the leading states nationally for overall damage from hurricanes; and

WHEREAS, hurricanes and tropical storms can cause life-threatening hazards such as flooding, storm surge, destructive winds, tornadoes and landslides; and

WHEREAS, flooding claims lives every year, usually when motorists attempt to drive through flooded roadways, and

WHEREAS, insurance companies suggest residents review and update their homeowners or renters insurance policy to ensure it includes coverage for flooding, accidental damage and natural disasters; and

WHEREAS, people are less likely to be injured when they have prepared ahead of time and know what to do when a hurricane threatens; and

WHEREAS, people should prepare their personal emergency supply kit to use at home or during an evacuation with enough food and water to sustain the members of their household for three days or longer, and should know their evacuation routes and comply with local and state authorities when asked to evacuate; and

WHEREAS, the ReadyNC.gov website is available to help people make emergency preparedness plans and provide current weather and traffic conditions; and

WHEREAS, the National Weather Service, local and state government officials all work together before and during a hurricane or tropical storm to reduce the dangers posed to lives and property and provide a quick, effective response to these storms; and

WHEREAS, the observance of Hurricane Preparedness Week by Warren County residents provides better protection from the dangers of hurricanes and tropical storms;

NOW THEREFORE, I, Bertadean Baker, Chair of the Warren County Board of Commissioners, do hereby proclaim the week of May 1-7, 2023, as "**HURRICANE PREPAREDNESS WEEK**" in Warren County. I encourage all county residents to plan and prepare by assembling their personal emergency supply kits and updating their emergency plans.

____

Bertadean Baker, Chair

ATTEST:

____

Paula Pulley, Clerk to the Board

PROCLAMATION
EMERGENCY MEDICAL SERVICES WEEK 2023

Whereas, Emergency Medical Services is a vital public service, and

Whereas, the members of Emergency Medical Services teams are ready to provide lifesaving care to those in need 24 hours a day,
seven days a week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden
illness or injury; and

Whereas, Emergency Medical Services then members of emergency medical service teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas, Emergency Medical Services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

Whereas, emergency services has grown to fill a gap by providing important, out of hospital care, including preventive medicine, follow-up care, and access to telemedicine; and

Whereas, the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of
specialized training and continuing education to enhance their lifesaving skills; and

Whereas, Americans benefit daily from the knowledge and skills of these highly trained individuals; and

Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by
designating Emergency Medical Services Week; and

Now, therefore, I, Bertadean Baker, Chair, Warren County Board of Commissioners, in recognition of this event do hereby proclaim the week of May 21st thru May 27th 2023 as

EMERGENCY MEDICAL SERVICES WEEK

With the EMS Strong theme, "*EMS: Where Emergency Care Begins*", I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

ATTEST:____________________________
Paula Pulley, Clerk to the Board

____
Bertadean Baker, Chair

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Lee Faines, Jr., Finance Director

DATE: April 1, 2023

RE: Recommendation for Approval of Budget Ordinance Amendment #7

Background

Budget Amendment #7 to the FY 2023 Budget Ordinance is being presented for approval. This amendment does the follow:

1. Increase appropriations in the Health Department Budget for additional State Grants received from NCDHHS.
2. Appropriate $75,000 in the KARTS budget for the additional funds requested from KARTS. The Board of Commissioners approved the funding request at their April 3, 2023 regular meeting.
3. Appropriate $22,300 in the Recreation budget for the purchase of new scoreboards in the John Graham Gym to be utilized by the Vance Granville Community College Basketball team. Vance Granville will reimburse Warren County for this purchase.
4. Appropriate $10,000 in the Warren County Public School's budget for revised allocation to cover classroom modernization, painting, and project management at two school. Original allocation was for $20,000. The source of revenue for this is the Public School Building Repair and Renovation Funds.
5. Appropriate $25,000 in the EMS budget for grant received from Health Resources and Services Administration. Warren County EMS will implement a follow-up care protocol to engage Warren County EMTs to track patient calls, provide follow-up services for those in need, and provide SUD screening, information, and referral to treatment.
6. Warren County selected the Revenue Replacement option for usage of ARPA funding. With this option, the full $3.8mil can now be used to provide government services. This amendment transfers the ARPA funds from the Special Revenue Fund to the General Fund.

Warren County
NORTH CAROLINA

Public Works Department

www.warrencountync.com
712 US Highway 158 Business West
Warrenton, North Carolina 27589

Phone: (252) 257-3795
Fax:(252) 257-3979

TO: Warren County Board of Commissioners

FROM: Marshall Brothers, Public Works Director – Solid Waste Division MB

THROUGH: Vincent Jones, County Manager

DATE: April 11, 2023

SUBJECT: Transfer Station Paving Contract

Background

The first of this year (2023), citizens complained about potholes entering into the County's Landfill Transfer Station. It was suggested that we acquire quotes for paving a major portion of the station to eliminate the potholes. We received two quotes, one from Rightmyer Machine Rentals, Inc., and the other from KPH Paving and Landscaping, Inc., as listed below:

Contractors	Cost Quoted
Rightmyer Machine Rentals, Inc.	$79,017.00
KPH Paving & Landscaping, Inc.	$96,268.50

Fiscal Impact

During the February, 2023, Board of Commissioners' Meeting, the Board approved Fifty Thousand Dollars ($50,000) for paving the Transfer Station. After meeting with Rightmyer Machine's contractor, it was suggested to install two inches of NC Type 1-19.0C asphalt binder along with two inches of asphalt, which I had asked for because of the excessive weight of the trucks.

During the March, 2023, Board of Commissioners' Meeting, the Board approved an additional Thirty Thousand Dollars ($30,000) for the Transfer Station paving.

Recommendation

I recommend that the Board approve the Transfer Station paving contract with Rightmyer Machine Rentals, Inc., as presented.

RMR

Proposal
RIGHTMYER MACHINE RENTALS, INC.
497 Hwy. 48
Roanoke Rapids, NC. 27870
Ph. 252-537-3223 Fax 252-537-4645
N.C. Lic.5323 VA. Lic.2705-033619A

Date: 2-16-23

Submitted to:

Warren County Public Works Department
Attn: Mr. Marshall Brothers
712 US Highway 158 Business West
Warrenton, NC 27589
Ph: 257-1948
marshallbrothers@warrencountync.gov

Project Information:

Asphalt Paving - REVISED
REVISED Item #3
Warren County Landfill
Warren County, NC

We hereby submit specifications and estimates for:

Item #3. Landfill (Approx. 2,192 square yards) - REVISED

1. Mobilization.
2. Fine grade existing stone in preparation for asphalt pavement.
3. Furnish and install two inches NC Type I-19.0C asphalt binder and two inches NC Type S-9.5B asphalt surface. (Approx. 1,864 square yards)
4. Furnish and install a two inch layer NC Type S-9.5B asphalt pavement. (Approx. 328 square yards)

Testing, permits, fee's, approvals, utilities removal/relocation, striping, additional stone, and backfill to edges of completed asphalt NOT included.

DEDUCT $6,784.00 from Item #3 Subtotal if no light duty paving completed.

Price quoted assumes no additional stone. Should additional stone be required to be furnished/installed on a time and material basis.

Price quoted assumes existing material suitable and no soft/yielding areas which may require removal and replacement. Should soft/yielding areas be encountered work to remove and replace to be completed on a time and material basis.

This proposal is based on NCDOT liquid asphalt cost index at $641.25 per ton and fuel cost index at $3.48 per gallon for February 2023. Final contract total will be adjusted based on the actual cost index at the time the work is completed.
Reference: https://connect.ncdot.gov/projects/construction/Pages/Pavement-Construction-Prices.aspx

This proposal has been calculated based on current material prices. Due to extreme market volatility, should material prices escalate, RMR reserves the right to adjust the contract price accordingly.

All materials are subject to availability. RMR not responsible for delays due to material shortages.

Price quoted as per discussion with Scott Joyner on 2-7-23, revised Item #3 Landfill per discussion with Scott Joyner 2-15-23. Items #1, #2, & #4 to remain the same.

We Propose to furnish material, labor and equipment - complete in accordance with above specifications for the sum of:

SEVENTY NINE THOUSAND SEVENTEEN $ 79,017.00

Payment Terms: NET 30 DAYS (ADD 4% for payment by credit card)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Includes one year warranty from completion date.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date:

Signature

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
WARREN COUNTY GOVERNMENT

CONTRACTOR: Rightmyer Machine Rentals, Inc.

SUBJECT OF CONTRACT: Transfer Station Paving / Asphalt Paving

DATE/TERM OF CONTRACT: May 1, 2023

DEPARTMENT: Public Works / Solid Waste Division

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Pre-Audit. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Non-appropriation clause. Contractor acknowledges that Warren County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Warren County's obligations under this contract, then this contract shall automatically expire without penalty to Warren County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Warren County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Warren County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Warren County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Warren County upon written notice to Contractor of such limitation or change in Warren County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Warren County.

Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

No pledge of taxing authority. The taxing power of the Warren County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Warren County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Warren County.

Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Warren County and the third parties regarding the subject matter of this Contract or Agreement.

Indemnification. To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless Warren County, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from Warren County, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

Compliance with E-Verify requirements. The Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

Israel Boycott Contracting Prohibition Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the list of companies that are engaged in a boycott of Israel developed by the North Carolina State Treasurer under pursuant to N.C.G.S. 147-86.81(a)(1). Contractor shall not utilize any subcontractor that is identified on such list.

Modifications, Entire Agreement. A modification of this contract or Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the County unless the County Manager or other duly authorized official signs it for the County. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

Uniform Guidance Procurement Policy Compliance Statement. Contracts funded with federal grant or loan funds have been procured in a manner that conforms with all applicable Federal laws, policies, standards, including those under the Uniform Guidance (2 C.F.R. Part 200)

Miscellaneous Provision. In the event of any inconsistency, conflict, or ambiguity between these miscellaneous terms and conditions and other associated contract documents, the parties agree that the terms and conditions of this document shall prevail.

For the CONTRACTOR:______________________________
Title:_______________________________________

For WARREN COUNTY: Vincent Jones 3/23/2023
Title: County Manager

Warren County Public Utilities
712 Highway 158 Business West
P.O. Box 577
Warrenton, NC 27589
252-257-3645

TO: Warren County Board of Commissioner's

FROM: Eric StSing, Director Public Utilities

THROUGH: Vincent Jones, County Manager

DATE: March 22, 2023

SUBJECT: Water Shortage Response Plan

Background:
Every five years water systems that are subject to G.S. 143-355(1) are required to update their Water Shortage Response Plan (WSRP) based on their procedures for revising and updating their plan in order to improve plan effectiveness and adapt to new circumstances.

Fiscal Impact
NA.

Recommendation
I recommend that the Board accept the WSRP and sign resolution to be sent to the Division of Water Resources.

Water Shortage Response Plan
Warren County, North Carolina
March 2023

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

I. Authorization

The Warren County Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his or her absence, the Public Utility Director will assume this role.

Mr. Vincent Jones
Warren County Manager
Phone: (252) 257-3115
E-mail: Vincentjones@warrencountync.gov

Mr. Eric St. Sing
Warren County Public Utility Director
Phone: (252) 257-3645
E-mail: Ericstsing@warrencountync.gov

II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through *The Warren Record*, PSA announcements on local radio and cable stations and the County website (http://www.warrencountync.com/.) Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone.

III. Levels of Response

Responses are in the attached Kerr Lake Regional Water System Plan (RWS).

IV. Triggers

Warren County is provided water solely by purchase from Kerr Lake RWS. When Kerr Lake RWS declares a water shortage Warren County is required to do so as well. During this time Warren County Utility Director will stay in close contact with Kerr Lake Water System and follow their triggers.
Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Warren County personnel and local law enforcement. Violators may be reported on the County's phone line. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	**First Violation**	**Second Violation**	**Third Violation**
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	$250	Discontinuation of Service
Emergency Reductions	$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	$500	Discontinuation of Service	Discontinuation of Service

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be will be available at County Offices for customers to view. A notice will be included on the customer's water bill notifying them of such. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Warren County Commissioners.

VII. Variance Protocols

Applications for water use variance requests are available from the County Office. All applications must be submitted to the County Office for review by the County Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the Warren County water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Warren County's Commissioners. The Warren County Utility Superintendent is responsible for initiating all subsequent revisions.

Attachment A Resolution

KERR LAKE REGIONAL WATER SYSTEM
HENDERSON, NORTH CAROLINA
WATER SHORTAGE RESPONSE AGREEMENT

This is an agreement authorizing the declaration of Water Shortage Conditions, and Establishing Procedures and Measures for the Essential Conservation of Water Resources. Be It Agreed on behalf of the Kerr Lake Regional Water System by the City of Henderson, the City of Henderson and Warren County all of North Carolina.

SECTION 1. PURPOSE:

The purpose of this agreement is to provide for the declaration of official phases of water supply shortage situations and the implementation of voluntary and mandatory water conservation measures in the event a shortage or water emergency is declared by the governing body or an appointed representative of the Kerr Lake Regional Water System. These measures would apply to the bulk customers, being the City of Henderson, the City of Henderson and Warren County. It
shall be the responsibility of each of these bulk customer to notify its employees and customers.

SECTION 2. DEFINITIONS:

(a) "Any Water," as the term is used in this agreement, shall mean any person using water, including fresh water, wastewater, or reclaimed water.

(b) "Customer," as the term is used in this agreement, shall mean any person using water for any purpose from the Kerr Lake Regional Water Supply System and for which either a regular charge is made or, in this case of bulk sales, a cash charge is made at the site of delivery.

(c) "Emergency," as the term is used in this agreement, shall mean that water supplies are below the level necessary, to meet normal needs and that serious shortages exist in the area.

(d) "Excess Use," as the term is used in this agreement, shall mean the usage of water by a water customer in excess of water allotment provided under the water rationing provisions of this agreement for that customer, over any applicable period.

(e) "Fresh Water," as the term is used in this agreement, shall mean water withdrawn from surface or groundwater that has not been previously used.

(f) "Mandatory Conservation," as the term is used in this agreement, shall mean that raw water supplies reservoir levels are consistently below seasonal averages, and if they continue to decline, may not to be adequate to meet normal needs.

(g) "Rationing," as the term is used in this agreement, shall mean procedures established to provide for the equitable distribution of critically-limited water supplies, in order to balance demand and limited available supplies, and to assure that sufficient water is available to preserve public health and safety.

Water Shortage Response Agreement
Kerr Lake Regional Water System

(h) "Voluntary Conservation," as the term is used in this agreement, shall mean that conditions exist which indicate the potential for serious water supply shortages.

(i) "Waste of Water,' as the term is used in this agreement, includes, but is not limited to (1) permitting water to escape down a gutter, ditch, or other surface drain, or (2) failure to repair a controllable leak of water due to defective plumbing.

(j) "Water," as the term is used in this agreement, shall mean water available to the City of Henderson, the City of Henderson and Warren County from the Kerr Lake Regional Water System by virtue of its contract, for introduction into their respective water distribution systems, including water offered for sale.

(k) "Water Use Classes," as the term used in this agreement, shall be established as follows:

CLASS 1 ESSENTIAL WATER USES:

Domestic Use:

- Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation.

Health Care Facilities:

- Fire Hydrants

1. Firefighting.
2. Certain testing and drills by the fire department if performed in the interest of public safety and if approved by the municipal governing body.

- Flushing of Sewers and Hydrants: As needed to ensure public health and safety and if approved by the governing body.

Water Shortage Response Agreement
Kerr Lake Regional Water System

CLASS 2 SOCIALLY OR ECONOMICALLY IMPORTANT USES OF WATER:

All Domestic Uses Other Than Those Included in Classes 1 and 3:

- Home water use including kitchen, bathroom and laundry use.
- Minimal watering of vegetable gardens.
- Watering of trees where necessary to preserve them.

Commercial, Agricultural, Industrial and Institutional Uses

- Outdoor commercial watering (public or private) using conservation measures and to the extent that sources of water other than fresh water are not available to use.
- Irrigation for commercial vegetable gardens and fruit orchards or the maintenance of livestock.
- Watering by commercial nurseries at a minimum level necessary to maintain stock.
- Water use by arboretums and public gardens of national, State, or regional significance where necessary to preserve specimens.
- Use of fresh water at minimum rate necessary to implement vegetation following earth moving, where such vegetation is required by law or regulation.
- Watering of golf course greens.
- Filling and Operation of Swimming Pools:

    1. Residential pools which serve more than 25 dwelling units.
    2. Pools used by health care facilities for patient care and rehabilitation.
    3. Municipal pools.

- Commercial car and truck washes.
- Commercial Laundromats.
- Restaurants, clubs, and Eating Places.
- Air Conditioning:

    1. Refilling for start up at the beginning of the cooling season.
    2. Make-up of water during the cooling season.
    3. Refilling specifically approved by health officials and the municipal governing body, where the system has been drained for health protection or repair purposes.

- Schools, Churches, Motels/Hotels and Similar Commercial Establishments.

Water Shortage Response Agreement
Kerr Lake Regional Water System

CLASS 3 NON-ESSENTIAL USES OF WATER:

Ornamental Purposes:

- Fountains, reflecting pools, and artificial waterfalls.

Outdoor Non-Commercial Watering (public or private):

- Gardens, lawns, parks, golf course (except greens), playing fields and other recreational areas.
- Filling and operation of recreational swimming pools which serve fewer than 25 dwellings.
- Non-commercial washing of motor vehicles.
- Serving water in restaurants, clubs, or eating places except by specific request.
- Air Conditioning: refilling cooling towers after draining except as specified in Class 1.

SECTION 3 DECLARATION OF VOLUNTARY CONSERVATION:

Whenever the governing body of the Kerr Lake Regional Water System, finds the water level in Kerr Lake is nearing elevation 294, it shall declare that Voluntary Conservation conditions exist, and that the Director of the Kerr Lake Regional Water System shall, on a daily basis, monitor the lake level and the water use demand.

In addition, the Kerr Lake Regional Water System shall call upon its bulk customers to employ voluntary water conservation measures within 48 hours of receiving notice (see Addendum) to limit water use (especially Class 3 uses) and eliminate the waste of water. It shall be the responsibility of each of the bulk customers to employ voluntary water conservation measures on their water customers. The goal for water reduction shall be 5%.

SECTION 4. DECLARATION OF MANDATORY CONSERVATION:

Whenever the governing body of the Kerr Lake Regional Water System finds the water level in Kerr Lake is nearing elevation 289, it shall declare that Mandatory Conservation conditions exist. This implies that lake level is nearing a level where insufficient water can enter the raw water intake.

The Kerr Lake Regional Water System shall continue to encourage voluntary water conservation measures for the bulk customers of the Kerr Lake Regional Water System as defined under the Voluntary Conservation declaration, and shall further require mandatory measures be put in place, such as a ban be imposed on all Class 3 uses for the duration of the shortage. The goal for water reduction shall be 10%. Official notice shall be given to the City of Henderson, the City of Henderson, and Warren County.

Water Shortage Response Agreement
Kerr Lake Regional Water System

SECTION 5. DECLARATION OF A WATER SHORTAGE EMERGENCY:

Whenever the governing body of the Kerr Lake Regional Water System finds that water level in Kerr Lake has dropped to elevation 284 or below, and/or that a serious shortage exists due to other reasons it shall declare that a water shortage Emergency exists. It would be the recommendation of the Regional Water System that the City of Henderson, the City of Henderson and Warren County identify all Class 1, Essential Uses, in specific, and make them targets for voluntary conservation initiatives.

The Kerr Lake Regional Water System shall require mandatory measures be put in place, such as a ban be imposed on all Class 2 and Class 3 uses for the duration of the shortage. The goal for water reduction shall be 40%. These restrictions should be continued until the emergency is declared ended.

Official notice shall be given to the City of Henderson, the City of Henderson and Warren County of the emergency situation. It shall be the responsibility of each separate bulk water user, the City of Henderson, the City of Henderson and Warren County, to employ water restrictions on their water customers.

SECTION 6. DECLARATION OF RATIONING:

Whenever the governing body of the Kerr Lake Regional Water System finds that water level in Kerr Lake has dropped to elevation 280, declared a Water Shortage Emergency, and finds a need to provide for the equitable distribution of critically-limited water supplies, in order to balance demand on limited available supplies, and to assure that sufficient water is available to preserve public health and safety, it shall call for mandatory rationing by all three (3) of the members and their water users until the emergency is declared ended.

It shall be the responsibility of each of the three (3) members to employ water restrictions on their water customers.

During this emergency situation, the amount of water to each member could be reduced by fifty percent (50%) or more. This amount shall be determined by the governing body of the Kerr Lake Regional Water System. Official notice shall be given to the City of Henderson, City of Henderson and Warren County.

SECTION 6A. OBJECTIVES OF RATIONING:

It is imperative that water customers achieve an immediate further reduction in water use in order to extend existing water supplies and at the same time, assure that sufficient water is available to preserve the public health and sanitation and to provide fire protection service.

Hospitals and health care facilities should comply with all restriction imposed on residential and non-residential water customers as may be applicable to each individual institution, to the extent compliance will not endanger the health of the patients or residents of the institution.

Water Shortage Response Agreement
Kerr Lake Regional Water System

SECTION 6B. ENFORCEMENT OF WATER RATIONING

Each of three (3) members has primary responsibility for monitoring of compliance with the water-rationing measures. There are no enforcement provisions associated with this agreement.

SECTION 7. ENFORCEMENT

In order to effectuate compliance with this plan, enforcement of water conservation restrictions shall be the responsibility of each of the three (3) bulk customers. Each customer shall employ measures not limited to written notices, administrative and civil penalties, and service disruption.

SECTION 8. VARIANCE PROTOCOL

Kerr Lake Regional Water System understands that water restrictions can cause economic hardships on certain portions of their water customers: additionally, the restriction could be infeasible for others that have implemented water use reduction strategies into their daily practices prior to drought conditions being in place. Each of the three (3) bulk customers has the authority to consider variances for those showing proof of economic hardship, public health care facilities, or those that have previously implemented and documented water use reduction strategies such that achieving further water reduction goals may not be achievable. Each of the three (3) bulk customer shall adopt a protocol for accepting and ruling on a variance request. A copy of each variance request and decisions shall be forwarded to the governing body of the Kerr Lake Regional water System for record keeping.

SECTION 9. EFFECTIVENESS

The effectiveness of the Kerr Lake Regional Water System WSRP will be determined by comparing the stated water conservation goals with observed water use reduction data for each of the three (3) bulk customers. Data will be compared against the previous non-water restrictions year's data to determine effectiveness of its actions. Tracking will be conducted using a spreadsheet, updated monthly, which compares water use against the baseline time period seasonal data. Other factors to be considered include use of a shortage water rate structure, frequency of plan activation, notification procedures, any problem periods without activation, and total number of enforcement actions.

SECTION 10. REVISTION PROTOCOL

This WSRP will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the update in of the Local Water Supply Plans of each of the three (3) bulk customers. Further, the governing body of the Kerr Lake Regional Water System will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan. Each of the three (3) bulk customers shall also conduct a review of their plan and actions on this cycle and provide comments or suggestions to the Kerr Lake Regional Water System. If revisions are not recommended following a review, a memo will be filed documenting the effectiveness of the WSRP. The governing body of the Kerr Lake Regional Water System is responsible for initiating all subsequent revisions.

Water Shortage Response Agreement
Kerr Lake Regional Water System

SECTION 11. EFFECTIVE DATE

This agreement shall take effect immediately upon adoption or passage by the governing body of the Kerr Lake Regional Water System.

SECTION 12. EFFECTIVE PERIOD

This agreement will remain in effect until terminated by action of the governing body of the Kerr Lake Regional Water System.

CITY OF HENDERSON Date

____

Eddie Ellington, Mayor

CITY OF OXFORD Date

____

Jackie Sergent, Mayor

WARREN COUNTY Date

____

Bertadean Baker, Chairman

KERR LAKE REGIONAL WATER SYSTEM
WATER SHORTAGE RESPONSE AGREEMENT

CONSERVATION MEASURES

Direct users to adopt the following conservation measures:

INDOOR RESIDENTAL USE:

CONSERVATION FOR VOLUNTARY AND MANDATORY CONSERVATION PHASES:

- Use dishwashers only when they are full. Washing dishes by hand (don't let the tap run!) Saves about 25 gallons.
- Adjust water level on clothes washing machines, if possible. Use full load only, if not adjustable.
- Turn off faucets while brushing teeth, etc. Saves about 5 gallons per day.
- Reduce water used per flush by installing toilet tank displacement inserts. A plastic jug may often be used as an alternative. DO NOT USE BRICKS – they disintegrate when soaked and the resulting grit hinders closing of the flap valve.
- Do not use the toilet as a trash can.
- Use sink and tub stoppers to avoid wasting water.
- Keep a bottle of chilled water in the refrigerator for drinking.
- Find and fix leaks in faucets and water-using appliances. Faucets can usually be fixed cheaply and quickly by replacing washers.
- Adapt plumbing with flow restricting or other water-saving devices. These are usually inexpensive and easy to install. See attached list of devices. (Need list.)
- Learn to read your water meter so you can judge how much water you use and what difference conservation makes.
- Take shorter showers and shallow baths. Saves about 25 gallons.
- Reduce the number of toilet flushes per day. Each flush uses about 5 gallons (2-3 if you have water saving toilets).
- Don't use a garbage disposal.
- Use non-phosphate detergent and save laundry water for lawns and plants.

Water Shortage Response Agreement
Kerr Lake Regional Water System

CONSERVATION FOR EMERGENCY CONSERVATION OR RATIONING PHASE (In addition to measures listed above).

- Turn off shower while soaping up.
- Use disposable eating utensils.

OUTDOOR RESIDENTIAL USE

CONSERVATION FOR NORMAL CONDITIONS AND VOLUNTARY CONSERVATION PHASE:

Lawns:

- Water before 10:00 a.m. to prevent evaporation that occurs during the hottest part of the day. Morning is better than evening, when the dampness encourages growth of fungus.
- Water only when lawn shows signs of wilt. Grass that springs back when stepped on does not need water.
- Water thoroughly, not frequently: long enough to soak roots. A light sprinkling evaporates quickly and encourages shallow root systems. Water slowly to avoid runoff.
- Don’t let the sprinkler run any longer than necessary. In an hour, 600 gallons can be wasted.
- Allow maximum of one inch of water per week on your lawn. To measure, place cake tins outside to collect rain and water from sprinklers.
- Use pistol-grip nozzles on hoses to avoid waste when watering flowers and shrubs.
- Aerate lawns by punching holes 6 inches apart. This allows water to reach roots rather than run off surfaces.
- Position sprinklers to water the lawn, not the pavement.
- Avoid watering on windy days when the wind not only blows water off target, but also causes excess evaporation.
- Keep sprinkler heads clean to prevent uneven watering.
- Adjust hose to simulate gentle rain. Sprinklers that produce a fine mist waste water through evaporation.
- Know how to turn off an automatic sprinkler system in case of rain.
- Use an alarm clock or stove timer to remind you to shut off sprinklers that don’t have timers.

Water Shortage Response Agreement
Kerr Lake Regional Water System

Vegetables and Flower Gardens:

- Water deeply, slowly and weekly. Most vegetables require moisture to a depth of 6 to 8 inches.
- Keep soil loose so water can penetrate easily.
- Keep weeds out to reduce competition for water.
- Put the water where you want it and avoid evaporation by using soil-soakers or slow running hoses, not sprinklers.

Trees and Shrubs:

- Water deeply using a soil-soaker or drip-irrigation.
- Water only when needed. Check the depth of soil dryness by digging with a trowel.
- Mulch to reduce evaporation. A 2” to 3” layer of wood chips, pine needles, grass clippings, or straw keeps the soil cool in summer.
- Dig troughs around plants to catch and retain water.
- Water trees growing in full sun more often than those in shade.
- Do not use sprinklers. Apply water directly at base.
- Do not fertilize during the summer. Fertilizing increases a plant’s need for water.
- Postpone planting until fall or spring when there is generally less need for water.
- Install trickle-drip irrigation systems close to the roots of your plants. By dripping water slowly, the system doesn’t spray water in to the air. Use soil probes for large trees.
- Water when cloudy, at night, or even when a light rain is falling.

OUTDOOR RESIDENTIAL USE CONSERVATION FOR VOLUNTARY CONSERVATION PHASE (in addition to measures listed above).

- Do not allow children to play with hose or sprinklers.
- Limit car washing.
- Be ready to catch rainfall that occurs. Place containers under drain sprouts.
- Use leftover household water if available.
- Consider delaying the seeding or sodding of new lawns.
- Determine the amount of water being used outdoors by comparing water bills for summer and winter.

Water Shortage Response Agreement
Kerr Lake Regional Water System

CONSERVATION FOR MANDATORY CONSERVATION PHASE (In addition to measures listed above).

- Vegetable gardens and food trees should be given minimal amounts of water on an individual basis only.
- Do not water lawns and inedible plants.
- Do not use sprinklers.

Most outdoor watering is prohibited under Emergency Conservation conditions.

HOSPITAL AND HEALTH CARE FACILITY USE:

- Reduce laundry usage or services by changing the linens, etc. only when necessary to preserve the health of patients or residents.
- Use disposable food service items.
- Eliminate, postpone, or reduce, as they may be appropriate, elective surgical procedures during the period of emergency.

INDUSTRIAL USE

- Identify and repair all leaky fixtures and water-using equipment. Give special attention to equipment connected directly to waterlines, such as processing machines, steam-using machines, washing machines, water-cooled air conditioners, and furnaces.
- Assure that valves and solenoids that control water flows are shut off completely when the water-using cycle is not engaged.
- Adjust water-using equipment to use the minimum amount of water required to achieve its stated purpose.
- Shorten rinse cycles for laundry machines as much as possible; implement lower water levels wherever possible.
- For processing, cooling, and other uses, either re-use water or use water from sources that would not adversely affect public water supplies.
- Advise employees, students, patients, customers, and other users not to flush toilets after every use. Install toilet tank displacement inserts; place flow restrictors in showerheads and faucets; close down automatic flushes overnight.
- Install automatic flushing valves to use as little water as possible or to cycle at longer intervals.
- Place water-saving posters and literature where employees, students, patients, customers', etc. will have access to them.
- Check meters on a frequent basis to determine consumptive patterns.
- Review usage patterns to see where other savings can be made.

RESOLUTION APPROVING WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Warren County, has been developed and submitted to the Warren County Board for approval; and

WHEREAS, the Warren County Board finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for Warren County, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Warren County Board of Warren County that the Water Shortage Response Plan dated May 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Warren County Board intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the_________day of ________________, 20______.

Signature: ____________________________________
Bertadean Baker, Chair

ATTEST:

____
Paula Pulley, Clerk to the Board

WARREN COUNTY ATTORNEY
602 WEST RIDGEWAY STREET
WARRENTON, NORTH CAROLINA 27589
shiekelrichardson@warrencountync.gov

Shiekel Richardson
County Attorney

To: Warren County Board of Commissioners

Through: County Manager Vincent Jones

From: Shiekel Richardson, County Attorney

Re: Potentially Dangerous Dog Appeal Board Bylaws

Background:

The Potentially Dangerous Dog Appeals Board of Warren County was established to evaluate appeals concerning potentially dangerous dogs declared by the Animal Control Director. These bylaws will comprehensively set out guidance for the proper governance and operation of the board. Currently, there is no official version of the Board's bylaws. Therefore, I am bringing this matter before the board with a few suggested additions.

1. The (2) alternates shall each serve two-year staggered terms.
2. Once a quorum is constituted, a simple majority of voting members is required to approve an item of the Boards business.

Recommendation:

I Recommend that the Board of Commissioners consider approval for adopting the attached bylaws.

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

By-Laws for the
WARREN COUNTY
POTENTIALLY DANGEROUS DOG APPEALS BOARD

1. Preamble

Pursuant to Article 1A, Chapter 67 of the North Carolina General Statutes and Article VI of the Warren County Animal Control and Protection Ordinance, the Warren County Board of Commissioners has established the Potentially Dangerous Dog Appeals Board.

2. Name and Office

The name of this board is the Warren County Potentially Dangerous Dog Appeals Board (hereinafter "Potentially Dangerous Dog Appeals Board"). The principal office of the Potentially Dangerous Dog Board is located at 142 Rafters Ln, Warrenton, NC 27589.

3. Purpose

The Potentially Dangerous Dog Appeals Board will review appeals of potentially dangerous dog or dangerous dog determinations by the Warren County Animal Control Director and develop and review policies and procedures related to dangerous or potentially dangerous dogs to the Warren County Animal Control Department.

In reviewing appeals from the Warren County Animal Control Director, the Potentially Dangerous Dog Appeals Board may reverse or affirm potentially dangerous dog or dangerous dog determinations by the Warren County Animal Control Director in accordance with the standards ser out in North Carolina General Statutes §§ 67-4.1 through 67-4.5 and local procedures, as amended from time to time.

4. Membership

The Potentially Dangerous Dog Appeals Board shall be composed of five (5) members and two (2) alternates appointed by the Warren County Board of Commissioners who shall serve at the pleasure of the Board of Commissioners.

At least one of the regular members shall be a licensed veterinarian, if available; one shall be livestock owner; one shall be a sworn law enforcement officer; and two or three members shall represent the public at large.

The members shall serve three-year staggered terms, but no member may serve more than three consecutive three-year terms (subject to the provisions and exceptions provided in Warren County's Policy for Board & Committee Appointments and/or Reappointments and Board and Committee Activities). In order to stagger the terms, two members shall serve <u>initial</u> two-year terms, and three members shall serve <u>initial</u> three-year terms, after which all appointments shall be made for three-year terms. The (2) alternates shall each serve two-year staggered terms. Vacancies may be filled for the unexpired portion of the term of a member replaced.

Members of the Potentially Dangerous Dog Appeals Board may serve on any additional sub-committees.

All members of the Potentially Dangerous Dog Appeals Board shall be voting members. Current employees of the Warren County Animal Control Department are not eligible to serve on the Potentially Dangerous Dog Appeals Board.

5. Officers

a. Chair and Vice-Chair

The Chair and the Vice-Chair of the Potentially Dangerous Dog Appeals Board shall be elected from the membership.

b. Secretary

The Warren County Animal Control Department Director will serve as the Secretary to the Potentially Dangerous Dog Appeals Board, but he/she is not a member of the Potentially Dangerous Dog Appeals Board. The Warren County Animal Control Director may delegate the duties of Secretary that are set forth in these Bylaws to an appropriate Warren Animal Control Department employee.

6. Meetings

a. Regular Meetings

The Potentially Dangerous Dog Appeals Board shall meet at the request of the Warren County Animal Control Department Director or upon filing of an appeal pursuant to N.C.G.S. § 67-4.1(c). The meetings shall be held at 142 Rafters Ln, Warrenton, NC 27589, or designated location, and shall begin at 7:00 p.m.

b. Agenda

The Secretary to the Potentially Dangerous Dog Appeals Board shall prepare an agenda for each meeting. The Potentially Dangerous Dog Appeals Board may add items to the agenda or subtract items from the agenda by a majority vote. The agenda for a special or emergency meeting may be altered only if permitted by and in accordance with the North Carolina Open Meetings Act.

c. Presiding Officer

The Chair of the Potentially Dangerous Dog Appeals Board may preside at all meetings at which he or she is present. If the Chair is absent, the Vice-Chair shall preside. If the Chair and Vice-Chair are both absent, another member designated by a majority of members present at the meeting shall preside.

d. Quorum

A quorum of at least three members (any combination of regular members and alternates) must be present in order for the Potentially Dangerous Dog Appeals Board to conduct business. A member who has withdrawn from a meeting without being excused by a majority vote of the members shall be counted as present for purposes of determining whether a quorum is present. Once a quorum is constituted, a simple majority of voting members is required to approve an item of the Boards business.

e. Voting

Each Potentially Dangerous Dog Appeals Board member shall be permitted to abstain from voting, by so indicating when the vote is taken. A member must disclose any personal involvement they have had with any case to be heard, the individuals involved, or any conflict of interest. Upon motion, such member must be recused from the hearing at hand and abstain from voting in cases involving conflicts of interests as defined by North Carolina law. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members, the member's vote shall be recorded as an abstention.

f. Minutes

The Secretary shall prepare minutes of each Potentially Dangerous Dog Appeals Board meeting. Copies of the minutes shall be made available to each Potentially Dangerous Dog Appeals Board member before the next regular Potentially Dangerous Dog Appeals Board meeting. At each regular meeting, the Potentially Dangerous Dog Appeals Board shall review the minutes of the previous regular meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The minutes taken shall be considered a matter of public record and the Warren County Animal Control Department Director shall be the custodian thereof. The public may obtain copies of Potentially Dangerous Dog Appeals Board minutes at 142 Rafters Ln, Warrenton, NC 27589.

g. Appeals

The Potentially Dangerous Dog Appeals Board shall adopt Rules of Proceedings for hearings on Appeals to the Potentially Dangerous Dog Appeals Board. The rules shall be in accordance with Article 1A of Chapter 67 of the N.C. General Statutes, and other applicable laws.

7. Attendance

Members shall faithfully attend all meetings. Any member with more than three (3) consecutive absences may be replaced by the Warren County Board of County Commissioners. The Chair shall notify the Clerk to the Warren County Board of County Commissioners of any member's continued absences. Members shall make reasonable effort to notify the Chair if they will not be able to attend a meeting.

8. **Amendments to the By-Laws**

These by-laws may be amended by the Warren County Board of County Commissioners at any time with or without notice. The Warren County Board of Commissioners reserves the right to waive any portion of these by-laws at its sole discretion, except those provisions required by Article 1A of Chapter 67 of the North Carolina General Statutes.

9. **Compliance with Law**

In conducting its business, the Potentially Dangerous Dog Appeals Board shall comply with all applicable North Carolina laws, including but not limited to, open meetings laws, public records laws, state laws, rules, and regulations regarding potentially dangerous dogs and dangerous dogs, local ordinances, and local policy.

Approved and adopted by the Warren County Board of County Commissioners this the

______ day of ___________________, 2023.

WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Shiekel Richardson, County Attorney

Vincent E. Jones, County Manager

DATE: April 26, 2023

RE: Approval of letter NCDIT G.R.E.A.T. Grant agreement with Charter/Spectrum and authorize the County Manager to execute agreement upon review and approval by the County Attorney, with the County contribution of $250,000 as a match using American Rescue Plan Act (ARPA) Funds.

Background

The North Carolina Broadband Infrastructure Office announced an additional round of G.R.E.A.T. Grant funds in March of 2022. The program is a competitive grant program that provides funding to private sector broadband providers to deploy last-mile broadband infrastructure to unserved areas of eligible counties. The GREAT Grant provides opportunities for counties to partner with broadband providers on applications. The applications were due by April 4, 2022.

The County agreed to partner with Charter/Spectrum to support their submission of an application with the County providing matching funds. Charter/Spectrum was awarded $4 million in funding to start implementation of wireless broadband services in Warren County, in our unserved areas.

The grants help bring high-speed internet to thousands of North Carolinians, businesses and farms in the most rural and remote areas of the state. These areas include both Tier 1 and Tier 2 counties as well as rural census tracts located in development Tier 3 areas that are currently served by less than 25 megabytes per second download and 3 megabytes per second upload speeds.

The grants are available to private broadband service providers and are designed to connect these areas with broadband as quickly as possible. (Source: NCBroadband.gov)

Warren County has received a proposed three-party agreement from NCDIT, with Charter/Spectrum for broadband services, partially funded by the North Carolina Department of Information Technology. The county will provide 4.62% of the total cost from ARPA Infrastructure funds, amounting to a $250,000 contribution. Accordingly, Spectrum will be held accountable and must provide progress reports on the project to Warren County.

Fiscal Impact

Total Project Cost in Warren (1,434 Households) - $5,408,229.00
State Contribution (GREAT Grant) - $4,000,000

Remaining cost after state - $1,408,229.00
Minus County Match - $250,000

Charter investment – Approx. $1.2M ($1,158,299)

The County has previously budgeted funds for broadband to cover the cost of the anticipated $250,000 match requirement.

Recommendation

Approve the G.R.E.A.T. Grant agreement and County match of $250,000 and authorize the County Manager to execute this agreement on behalf of Warren County.

Draft agreement attached

NCDIT | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

Roy Cooper
Governor

James A. Weaver
Secretary and State Chief Information Officer

April 10, 2023

Douglas Davis
Spectrum Southeast, LLC
7910 Crescent Executive Drive
Charlotte, NC 28217

Vincent E. Jones
Warren County Manager
602 W. Ridgeway Street
Warrenton, NC 27589

Re: Grant Agreement for Application #1000014097 (Grant Agreement #2000066942)
Your Signature and Reply is Requested
Project Title: 2022 NC GREAT - Warren County Project
Unique Entity Identifier in SAM.gov: FKP2W71T9GK7

Dear Mr. Davis:

Thank you again for your participation in the GREAT American Rescue Plan Act Round and congratulations on your award. Attached for your review and signature is the contract document required to establish the agreement for the GREAT award with the North Carolina Department of Information Technology. NCDIT funding will be provided on a reimbursement basis. NCDIT's portion of this project is funded with a federal award from the U.S. Department of the Treasury to the State of North Carolina dated March 3, 2021 (Assistance Listing Number 21.027, Coronavirus State and Local Fiscal Recovery Funds).

Below is a description of the documents enclosed along with an explanation of the signatures required for each document. The authorized representative from your company and county should execute this agreement via AdobeSign no later than May 4, 2023.

Document:	**Document Description:**	**Signed By:**
Agreement	Contract: Outlines the terms of the Agreement between NCDIT and the Grantee.	Authorized Representative for the Grantee
Exhibit A	NCDIT and County disclosures required by 2 C.F.R. 200.332 and 09 NCAC 03M.	No Signature Required
Exhibit B	Scope of Services: Outlines the scope of the construction project, including the Project Budget	No Signature Required

Exhibit C	Project Milestones: Outlines the schedule and contents of reports that are due from the Grantee to NCDIT.	No Signature Required
Exhibit D	Reporting Schedule for Progress Reports	No Signature Required
Exhibit E	Progress Report Template: Provides a template document for the Grantee to submit progress reports, including spending to date	No Signature Required
Exhibit F	Payment Process: Outlines the process for the Grantee to request reimbursements from NCDIT.	No Signature Required
Exhibit G	Byrd Anti-Lobbying Certification	Authorized Representative for the Grantee
Exhibit H	Key Personnel of the Grantee	No Signature Required
Exhibit I: Mapping Files	Data file (cvs) and map that identifies eligible locations for the grant project.	No Signature Required
Exhibit J: County Match (Financial)	Process for payment of County matching funds	Signed by Authorized Representative for County and Grantee
Exhibit K: County Match (Infrastructure)	Description of County's contribution of infrastructure	Signed by Authorized Representative for County and Grantee

If you have any questions regarding the enclosed documents, please contact me at (919) 817-0541 or greatgrant@nc.gov.

Sincerely,

George T. Collier

George T. Collier, Deputy Director
Broadband Infrastructure Office
NC Department of Information Technology

Enclosures

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

Table of Contents

TATE OF NORTH CAROLINA **Agreement #2000066942**
COUNTY OF WAKE

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

Article 1. Overview.

Section 1.1. Parties. The North Carolina Department of Information Technology ("**NCDIT**"), an agency of the State of North Carolina ("**State**") and **Warren County** (the "County") (NCDIT and the County are hereinafter collectively referred to as "Grantors") enter into this Growing Rural Economies with Access to Technology ("**GREAT**") Program Agreement ("**Agreement**" or "**Contract**") with the **Spectrum Southeast, LLC** (the "**Grantee**"). Together, Grantors and Grantee are hereinafter collectively referred to as the "**Parties**" or each individually as a "Party".

Section 1.2. Roles. For the purposes of this Agreement, NCDIT is a recipient and a pass-through entity for the U.S. Department of the Treasury, and the Grantee is a subrecipient, as defined by 2 C.F.R. 200.1. If the County is using federal funds for the project described herein, then pursuant to 2 C.F.R. 200.1 it is also a recipient and a pass-through entity for the purposes of this Agreement, unless those funds are categorized as revenue replacement funds, in which case the County is a recipient.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for the use funds that Grantors have awarded to the Grantee to carry out the State's GREAT Program. Grantors awarded this funding: (1) based on the application filed by the Grantee and any subsequent materials supporting the application; (2) based on GREAT Program guidelines and other requirements and guidelines; and (3) for the deployment of broadband infrastructure to provide the locations identified in this Agreement with at least 100 megabits per second download and 100 megabits per second upload speeds by December 31, 2026, as described in the application (the "**Project**").

Section 1.4. Source of Funding. The State received State Fiscal Recovery Funds ("**SFRF**") pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended ("**ARPA**"). Broadband infrastructure projects are an eligible use of SFRF funds (87 Fed. Reg., 4339 Jan. 27, 2022), and NCDIT intends to pay for the cost of this Project using a portion of the $350,000,000 in SFRF funds appropriated to NCDIT by the North Carolina General Assembly for the GREAT grant program (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). In accordance with N.C. Gen. Stat., § 143B-1373(g)(1) (as amended by S.L. 2021-180, Section 38.4(a)(8)), the County will contribute matching funds for the cost of this Project in the form of a financial match using either ARPA funds or the County's unrestricted general funds, or it will contribute existing infrastructure that has been installed for its enterprise, non-consumer broadband purposes, or any other property, buildings, or structures owned by the County.

Section 1.5. Compliance. The Parties to this Agreement are subject to state and federal statutes, rules, and regulations applicable to this Agreement, including but not limited to: Section 602 of the Social Security Act; the Uniform Guidance of the Office of Management and Budget (2 C.F.R. Part 200); the SFRF and ARPA rules and regulations issued by the U.S. Department of the

Treasury, (including the SFRF Final Rule at 87 Fed. Reg. 4338, Jan. 27, 2022, to be codified at 31 C.F.R. Part 35); N.C.G.S. §143B-1373 and any relevant amendments, including but not limited to S.L. 2021-180, Section 38.4 and its subsequent amendments and technical changes (the "**GREAT statutes**"); the Uniform Administration of State Awards of Financial Assistance (09 NCAC 03M); and the award agreement between the State of North Carolina and the U.S. Department of the Treasury. Neither NCDIT nor the County shall make any distributions of funds absent the Grantee's agreement and adherence to each term and condition contained herein. To the extent that the North Carolina General Assembly, after the Effective Date of this Agreement, enacts legislation that retroactively impacts the Project, the Parties shall have the right to amend this Agreement in accordance with those laws. Grantee also agrees to abide by additional guidance from the U.S. Department of the Treasury regarding the applicability of certain provisions of 2.C.F.R. Part 200. Nothing in this Agreement waives, excuses, or amends requirements imposed by State or Federal law for the administration of these funds.

Section 1.6. Disclosures. Federal regulations, specifically 2 C.F.R. 332 require Grantors to provide the Grantee with specific information about this award. All required information, along with state disclosures required by 09 N.C.A.C. 03M, is listed in Exhibit A, "NCDIT Disclosures".

Section 1.7. Term of Agreement. The effective period of this Agreement shall commence on April 10, 2023 ("**Effective Date**") and shall terminate on April 10, 2028, unless terminated on an earlier date by any of the Parties in accordance with the terms of this Agreement (either one of which dates shall constitute the "**Termination Date**").

Section 1.8. Construction Period. The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B "Scope of Services" and shall not extend beyond two years, subject to the provisions of Section 2.4.

Section 1.9. Maintenance Period. The Maintenance Period begins on the expiration date of the Construction Period and shall continue until the Termination Date. Broadband service at or above the minimum speeds must be continually made available to the locations specified in Exhibit B through the Maintenance Period until the Termination Date of this Agreement.

Article 2. Scope of Funded Activities.

Section 2.1. Scope of Project. The scope of the Project covered by this Agreement is set out in the Scope of Services, attached hereto as Exhibit B, which includes the project budget ("**Project Budget**"). The Grantee shall perform all services described in Exhibit B ("**Covered Services**").

a. **Reliance by NCDIT.** The Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application, which have been relied upon by NCDIT in awarding this funding, are incorporated by reference into this Agreement.

b. **GREAT Program Guidelines.** NCDIT policy related to the performance of this Project is set out in the GREAT Program guidelines, which may be amended, modified, or supplemented and applied accordingly to this Agreement by NCDIT in its sole discretion. Guidelines and other documentation are available at https://www.ncbroadband.gov/funding-programs/great-grant-federal/great-grant-2021-2022/great-grant-management-documents-federal

Section 2.2. NCDIT Funding and Administrative Expenses.

a. **GREAT Award.** NCDIT awards to the Grantee an amount not to exceed $**4,000,000** for infrastructure costs directly relating to the Project ("**GREAT Award**"). If NCDIT determines that the actual costs of the Project are less than the Project budget amount, NCDIT, in its discretion, may reduce the amount of the GREAT Award funding accordingly.

b. **Total Funding.** The total GREAT Award funding for the Project, including the sources of the funds and the percentages of each source are set forth in Exhibit B.

c. **Eligible Expenditures.** Pursuant to N.C.G.S. § 143B-1373(b), eligible expenditures for the Project are limited to infrastructure costs as defined in N.C.G.S. § 143B-1373(a)(9), which are costs directly related to the construction of broadband infrastructure for the extension of broadband service for an eligible project, including ("**Eligible Expenditures**"):

1. Installation;
2. Acquiring or updating easements;
3. Equipment;
4. Fiber;
5. Construction;
6. Backhaul infrastructure directed at broadband service to the end user;
7. Testing costs;
8. Engineering costs; and
9. Costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment.

d. **Expenditure Reimbursement.** Eligible Expenditures incurred since the date of the award in anticipation of this Project may be reimbursed, subject to the Grantee's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

e. **Materials Reimbursement.** Eligible Expenditures for materials incurred since March 3, 2021 in anticipation of this Project may be reimbursed, subject to the Grantee's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

f. **Non-Eligible Expenditures.** Without limitation and as determined by NCDIT in its sole discretion, the following expenditures are not eligible for GREAT Award funding and should **not** be submitted to NCDIT for reimbursement or credited by the Grantee toward its Cash Match requirement under Section 2.4.e.1 below:

1. Middle mile, backhaul, and other similar projects not directed at broadband service for end users;
2. Overhead expenses;
3. Administrative costs;
4. Lease payments; or
5. Expenditures related to areas where the Grantee has been designated to receive funds through other State or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with eighteen (18) months or for the duration of the federal funding program for that area, or if the Grantee is otherwise in good standing with the funding agency's regulations governing the funding program.

Section 2.3. County Partnership. The County has the authority to provide a grant to the Grantee for the purpose of this Project pursuant to N.C.G.S. § 153A-459. The County is also authorized to enter into a partnership the Grantee pursuant to N.C.G.S. §143B-1373(11a)(b) and §143B-1373(g)(1)(as amended by S.L. 2021-180, Section 38.4(a)(8)). The terms and conditions of the County's partnership agreement with Provider are set out in this Agreement. The County contribution to the partnership shall be in the form of either a financial match or an infrastructure contribution as described in this Section ("County Partnership"). By signing this Agreement, the County and the Grantee each certify that a partnership exists between them for the purpose of the Project.

a. **Financial Match.** The County will provide a matching financial contribution for the Project in an amount up to fifty percent of the amount contributed by the Grantee as set forth in Section 2.4.e.1 of this Agreement. Any county providing a financial match may use unrestricted general funds or federal ARPA funds allocated to it for the purpose of improving broadband infrastructure. If the County uses federal ARPA funds, it will comply with all relevant reporting requirements governing the use of ARPA funds. The County and the Grantee shall comply with the process and requirements set forth in Exhibit J, "Process for Payment of County matching funds".

b. **Infrastructure Contribution.** If the County provides a contribution in the form of infrastructure for the Project, it shall comply with the requirements set forth in Exhibit K, "Description of County's contribution of infrastructure". The Grantee shall be required to execute Exhibit K prior to the disbursement or use of any infrastructure.

2.4. Grantee Duties.

a. Broadband Access and Speeds.

1. The Grantee shall deploy infrastructure to the approved locations required by the Grant Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the Grantee is the minimum speed made available to all Locations in the grant project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. The Grantee shall provide to Grantors evidence consistent with the Federal Communications Commission attestation that the Grantee is providing access and making available the proposed speed, or a faster speed, to the targeted address points ("**Locations**") as described in Exhibit B to this Agreement. For the purposes of this Agreement, broadband access is considered available if the Internet carrier can provide broadband service to a Location immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.

3. If applicable, the Grantee shall disclose to Grantors any changes to data caps for the Project that differ from the data caps listed in the Application. For the purposes of this Agreement, "data caps" are the limits imposed by broadband service providers on the total amount of data a user can download or upload during a specified period.

b. Records.

1. The Grantee shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

2. The Grantee shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

c. **Project Milestones and Progress Reports.**

1. Project Milestones are set forth in Exhibit C, "Project Milestones", to this Agreement. The Grantee must submit Project progress reports as required in Section 2.4.d. and in Exhibit D, Reporting Schedule for Progress Reports, including any other requested documentation, demonstrating the achievement of the milestones set forth in Exhibit C.

2. If the Grantee does not complete the milestone as agreed upon within the period of time described in this section, NCDIT may impose additional monitoring and reporting requirements or terminate this Agreement pursuant to the termination provisions set forth herein. Failure to complete a milestone and meet reporting requirements may constitute a material breach of this Agreement, and Grantors may exercise the authority under N.C.G.S. § 143B-1373, 2 C.F.R. § 200.339, and this Agreement to seek termination of this Agreement and retrieval of funds expended.

d. **Reporting Requirements**. NCDIT will perform monitoring of the Project, including on behalf of the County, as set forth in Section 5.1.a. NCDIT will require Project progress reports as set forth herein and in accordance with 2 C.F.R. § 200.329, and will provide copies of all reports to the County within 10 business days.

1. The Grantee agrees to generate reports regarding the Project as described herein and as may be requested by the State (including, without limitation, NCDIT) or by a relevant federal agency. The Grantee further grants the State (including any of its agencies, commissions or departments such as NCDIT, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any relevant federal agency, and their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement and the Project. In addition, the Grantee agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, NCDIT) or relevant federal agency for other financial and organizational materials needed to comply with their fiscal monitoring responsibilities or to evaluate the short- and long-range impact of their programs.

2. The Grantee shall furnish NCDIT detailed written progress reports using Exhibit E, "Progress Report Template" provided by NCDIT according to the time periods specified in Exhibit D or as otherwise requested by NCDIT. NCDIT shall conduct risk assessments of the Grantee as set out in Section 5.1. For Projects determined to be Low Risk or Medium Risk, progress reports will be required on a quarterly basis during the Construction Period. For Projects determined to be High Risk, progress reports will be required on a monthly basis during the Construction Period.

Progress reports for projects at any risk level shall be required annually during the Maintenance Period. Progress reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project, including but not limited to:

(a) A description of accomplishments achieved during the reporting period towards the relevant milestones;
(b) A description of any problems or delays encountered during the reporting period, including an explanation for why established goals were not met, if applicable;
(c) Expenditures during the reporting period and any other financial information requested, including an analysis of cost overruns if applicable;
(d) During the Maintenance Period, speed levels, data allowances, and pricing options for all services levels offered to end consumers;
(e) During the Maintenance Period, confirmation of participation in the Affordable Connectivity Program ("**ACP**") or program that provides benefits to households commensurate with those provided under the ACP; and
(f) Any additional pertinent information.

3. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT is in receipt of the delinquent report and the report meets with NCDIT's approval, in NCDIT's sole discretion. Failure to submit required reports, upon request by NCDIT, may result in the Project being subject to the repayment provision in Section 3.4 and may negatively impact the Grantee's eligibility for future funding.

4. Within sixty (60) days after the Termination Date, the Grantee shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Grantee shall include the following:

(a) A description of the Project and how it was implemented;
(b) To what degree the established objectives were met;
(c) The difficulties encountered;
(d) The number of Locations served and whether those Locations are households or businesses;
(e) Mapping data sufficient to identify all Locations served and infrastructure built;
(f) Total final cost of the Project;
(g) Cost per location served;
(h) Speed levels, data allowances, and pricing options for all service levels

offered to end consumers;

(i) Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;

(j) Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the Application are available throughout the Project area to any end user connections; and

(k) Any other information requested by NCDIT.

e. **Funding.**

1. As a condition of receiving GREAT Award funds, the Grantee must contribute a cash match of $**1,408,229.00**, pursuant to N.C.G.S. §143B-1373(j), as amended by S.L. 2021-180, Section 38.4(13). Up to 50% of the Cash Match may be comprised of third-party funding and other grant programs, to the extent applicable rules permit, including the County financial match as described in Section 2.3. Expenditures that NCDIT, in its sole discretion, determines are not eligible for funding may not be counted toward the Cash Match. All Cash Match funds shall be used for Eligible Expenditures pursuant to the Payment Schedule as specified in Exhibit F, "Payment Schedule". At all times during the term of this Agreement, Grantee is required to deposit and maintain its portion of the Cash Match, minus any authorized expenditures for progress made on the Project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other GREAT projects awarded to the Grantee. The Grantee must produce documentation verifying account and fund segregation within five (5) business days of request by NCDIT.

2. If the Grantee determines that the actual costs of the Project are less than the Project budget amount, it shall report this determination to Grantors and shall return any surplus funds it has received.

3. The Grantee hereby represents and warrants that all GREAT Award funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Grantee shall not make or approve of any improper expenditure of funds.

4. The Grantee shall not obligate GREAT Award Project funds subsequent to the Termination Date of this Agreement.

Section 2.5. Material Changes and Project Changes.

a. **Material Changes.** A material change is any material alteration in, change to, or reduction of the Project, including without limitation, a change in technology type, reduction in the number of Locations to be served by the Project, reduction in the Project area, change in total Project cost by 10% or more withdrawal of partnership agreements for which the Grantee qualified for partnership points, or the extension of the Construction Period ("**Material Change**"). An amendment to this Agreement is required for a Material Change, and such Material Change shall not take effect unless and until such amendment is executed pursuant to the terms of this Agreement. Prior to implementing a proposed Material Change, the Grantee shall submit the proposal to NCDIT for review and approval. Grantors must review and approve in writing prior to the amendment taking effect. Amendments to this Agreement requested by the Grantee shall only take effect if agreed to in writing by all Parties to this Agreement.

b. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the Project, including without limitation, change in Key Personnel, project milestones, a change in total Project cost by less than 10%, or transfer costs between Project expense line items detailed in Exhibit B and the EBS ("**Project Change**"). For a request to transfer costs between line items, all of following criteria must be met: (a) the Grantee provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this Agreement; (c) the GREAT Award funds, Project funding amount, match amount, and the total Project cost are not modified; and (d) the requested revision is less than 10% of the total Project cost.

   1. There shall be no Project Changes unless expressly approved by NCDIT. Prior to implementing a proposed Project Change, the Grantee shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed project change. Any NCDIT-approved Project Change shall be made in writing by an authorized representative of NCDIT.

      NCDIT in its sole discretion may deny the requested Project Change, in which case the following alternatives would apply: (1) the Project may be completed without changes; (2) the GREAT Award Project funding may be rescinded by NCDIT if the Project cannot be completed; (3) the GREAT Award funding to the current Grantee may be rescinded by NCDIT and awarded to an alternate Grantee pursuant to the GREAT Statutes; or (4) the Grantee may withdraw from the Project and return any Project funds received to date, among other remedies as described herein.

      If the Grantee implements any Project Change without requesting the approval for the Project Change in writing from NCDIT, it will be subject to the clawbacks and remedies set forth in Section 3.4, Article 7 (Termination and Remedies) and Section 8.4 of this Agreement, unless NCDIT (in its sole discretion) expressly waives this requirement of Project Change review in writing.

c. **Reduction in Scope.** In the event the Grantee requests to reduce the scope of the Project, including without limitation, a reduction of the number of locations and reduction in the eligible project area, NCDIT may cancel this Agreement pursuant to Article 7 (Termination and Remedies) of this Agreement and N.C.G.S. § 143B-1373(*l*).

d. **Changes that Affect Performance**. The Grantee shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Agreement or the Project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a Material Change or a Project Change.

e. **Extensions of Time.** Any requests for extensions of time may either be deemed a Material Change or a Project Change in the sole discretion of NCDIT.

f. **Budget Changes.** If a Project or Material Change to the Grantee's budget has been requested, all Reimbursement Requests may be delayed pending the approval of the Project or Material Change. If changes to the Grantee's budget have been made without the prior approval of NCDIT, no Reimbursement shall be made until the process outlined in Section 2.5 has been completed.

g. **Cost Overrun or Underrun.** In the event of a cost overrun or an increase in the total Project cost, the amount of NCDIT's GREAT Award to the Grantee shall not change. The Grantee shall bear sole responsibility for any and all increased costs related to the Project. In the event of a change in the total Project Budget that is 10% or more or a cost underrun, the Grantee must notify NCDIT, in writing, and submit a revised budget and narrative explaining the Project Budget change or reduction of costs.

Article 3. Compensation.

Section 3.1. Payment of Funds by NCDIT. NCDIT shall reimburse the Grantee for approved GREAT Award funds in accordance with the Payment Schedule attached hereto as Exhibit F, after receipt of (a) written requests for payment from the Grantee utilizing NCDIT's request form and certification that the conditions for such payment under this Agreement have been met and that the Grantee is entitled to receive the amount requested, and (b) any other documentation that may be required by NCDIT.

Section 3.2. County Contribution. If the County is providing a financial match, the County shall provide the Grantee matching funds for approved Eligible Expenditures in accordance with Exhibit

J, which shall be signed by the County and the Grantee. If the County is providing infrastructure, the County shall provide it in accordance with Exhibit K, which shall be signed by the County and the Grantee.

Section 3.3. Availability of Funds. The obligations of Grantors to pay any amounts under this Agreement to the Grantee are contingent upon: the availability and receipt of funds by Grantors, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of funds that Grantors receive is reduced or funds for the Project become unavailable, the Grantee agrees that Grantors have the right to reduce the amount of GREAT Award funds awarded to the Grantee under this Agreement or to terminate this Agreement pursuant to Section 7.6 of this Agreement. Grantors may deny payment for the Grantee's Eligible Expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of the Grantee to comply with the terms and conditions of this Agreement.

Section 3.4. Repayment Requirements and Remedies.

a. **Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by Grantors is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, then it is responsible for the following repayment or "clawback" payments:

1. If the Grantee fails to make service available to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to Grantors, as directed, an amount equal to the product of (i) $**2,789.40** (the amount of funds divided by the number of Locations) and (ii) the number of Locations, minus the number of Locations actually created. If the County contributed a financial match, a pro rata amount per location not served shall be repaid to the County. Interest will be added in accordance with Section 3.4.a.3.

2. Additionally, in the event that the Grantee fails to maintain its Locations as required under the Maintenance Period, it shall lose credit for any qualifying Location under this Agreement by the same number of Locations that is short. For example, if the Grantee fails to maintain service by three (3) Locations, the number of Locations shall be reduced by three (3). The amount the Grantee must repay shall then be calculated in accordance with Section 3.4.a.1.

3. NCDIT shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to NCDIT and/or the County according to each Grantors' contribution. All such amounts shall be due immediately upon demand by NCDIT. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S.

§24-1 for the period beginning upon the demand until paid. Upon default in such payment, Grantors may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Grantors plus all other reasonable expenses incurred by Grantors in exercising any of its rights and remedies upon such default.

b. **Non-Exclusive Remedy.** The repayment requirements and remedies addressed in this Section are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay all funds received, and in 2 C.F.R. § 200.339. No remedy conferred or reserved by or to the State in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

c. **Improper or Ineligible Payments**. Any item of expenditure by the Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the County, the US Department of the Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Grantee, shall become the Grantee's liability, and shall be paid solely by the Grantee, immediately upon notification of such, from funds other than those provided by Grantors under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Article 4. Financial Accountability and Grant Administration.

Section 4.1. Financial Management. The Grantee shall adopt such financial management procedures as will permit the preparation of reports required by the Federal Funding Accountability and Transparency Act (https://www.congress.gov/109/plaws/publ282/PLAW-109publ282.pdf) and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Grantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

Section 4.2. Limitations on Expenditures. Grantors shall only reimburse the Grantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Covered Services described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Grantors may not reimburse or otherwise compensate the Grantee for any expenditures incurred or services provided prior to the Effective Date except as provided in Section 2.2.e of this Agreement or following the earlier of the expiration or termination of this Agreement.

Section 4.3. Financial and Other Reports. The Grantee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. The Grantee shall submit to Grantors such reports and back-up data as may be required by the federal government or Grantors, including such reports which enable NCDIT and the County, respectively, to submit their own reports to the U.S. Department of the Treasury, in accordance with the schedule set forth in Exhibit F. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Grantee is required to submit to Grantors following the expiration or termination of this Agreement.

Section 4.4. Cost Principles. Pursuant to 09 N.C.A.C. 03M .0201, all expenditures by the Grantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200, Subpart E (2 C.F.R. §§ 200.400-200.476). It is the Grantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR Part 200, Subpart E.

Section 4.5. Audits. The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide Grantors with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

Section 4.6. Closeout. Grantors will close out this award when it determines that all applicable administrative actions and all required work has been completed by the Grantee. Grantors will implement close out processes in accordance with 2 CFR 200.344. The Grantee's obligations to Grantors under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Grantors. Such requirements shall include submitting final reports to NCDIT pursuant to Section 2.4.d and providing any closeout-related information requested by NCDIT by the deadlines specified by NCDIT. This provision shall survive the expiration or termination of this Agreement. NCDIT shall provide all closeout documentation and reports to the County.

Section 4.7. Recovery of Award Funding. In accordance with 09 N.C.A.C. 03M .0802, NCDIT shall take appropriate administrative action to recover from the Grantee all GREAT Award funds disbursed in connection with this Agreement in the event that the Grantee: (1) is unable to fulfill the obligations of this Agreement; (2) is unable to accomplish the purposes of the award; (3) is noncompliant with the reporting requirements set forth in this Agreement and in 09 N.C.A.C. 03M; or (4) has inappropriately used GREAT Award funds disbursed in connection with this Agreement.

NCDIT must seek the assistance of the Attorney General in the recovery and return of GREAT Award funds disbursed in connection with this Agreement if legal action is required. NCDIT is required to report to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the Grantee's use of GREAT Award funds disbursed in connection with this Agreement.

The remedies set forth in this Section are in addition to the repayment requirements and other remedies set forth elsewhere in this Agreement.

Article 5. Cooperation in Monitoring and Evaluation.

Section 5.1. NCDIT's Responsibilities.

a. **Project Monitoring**. NCDIT will have responsibility for the monitoring of this Project, both on behalf of itself and the County, either directly or through contractors. NCDIT will monitor this Project in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.332 and the provisions of 09 N.C.A.C. 03M .0401 to ensure that adequate progress is being made towards achieving the Project milestones described in Section 2.4.c, and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the approved Project Budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions of this Agreement. NCDIT will also monitor whether the Grantee has met all reporting requirements of this Agreement and the Grantee's compliance with all terms of this Agreement. Monitoring will include, at NCDIT's discretion, progress reports, site visits, financial reviews, and audits. Should the County desire to participate in site visits, it should notify NCDIT and NCDIT will notify the County of any site visits to be performed as part of its monitoring of the Project. The frequency and type of monitoring will depend on the Grantee's risk level as determined by the risk assessment. NCDIT will provide all progress reports, financial reports, audits, technical reports, and reports from site visits to the County within 10 business days of their completion, including supporting documentation. NCDIT will provide its monitoring protocol to the County upon request. NCDIT does not assume any responsibility for the County's local, state, or federal reporting requirements.

b. **Risk Assessment**. NCDIT shall conduct risk assessments in accordance with 2 C.F.R. § 200.332(b) to determine the appropriate monitoring needs of the Project. NCDIT may reassess this risk at any time during this Agreement in accordance with NCDIT's risk assessment process and federal regulations, including but not limited to 2 C.F.R. § 200.332, 2 C.F.R. § 200.206, and 2 C.F.R. § 200.208. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a Project is Low Risk, Medium Risk, or High Risk and implement or change monitoring and reporting requirements accordingly. NCDIT will share the results of each risk assessment of the Grantee with the County within 10 business days of its completion, and, upon request by the County, any supporting documents related to the risk assessment. The County is not required to conduct a separate risk assessment of the Grantee or Project.

c. **Compliance Audits.** In connection with disbursing funds to the Grantee, NCDIT will be subject to periodic audits by the Office of State Budget and Management, the Office of the State Auditor, or NCDIT's internal auditor to ensure compliance with the provisions of 09 N.C.A.C. 03M and may be required to provide documentation in connection with that audit. NCDIT shall develop a compliance supplement report that describes the standards of compliance and audit procedures to give direction to independent auditors, which NCDIT will provide to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.

Section 5.2. Grantee's Responsibilities.

a. **Compliance with 09 N.C.A.C. 03M.** The Grantee acknowledges and agrees that as a condition of receiving the award pursuant to this Agreement, the Grantee will comply with the provisions of 09 N.C.A.C. 03M.

b. **Use of Funds.** In accordance with 09 N.C.A.C. 03M .0202, the Grantee will ensure that any funds received under this Agreement are utilized for their intended purpose and shall expend those funds in compliance with requirements established by 09 N.C.A.C. 03M and this Agreement.

c. **Cooperation in Monitoring.** The Grantee hereby agrees to cooperate fully and in a timely fashion with NCDIT's monitoring of the Project and waives any objection to NCDIT's determination of the Project's risk level or monitoring needs.

d. **Reporting Compliance.** The Grantee further agrees that it will: (1) provide the information required by NCDIT for NCDIT to comply with the procedures for disbursement of funds; (2) maintain reports and accounting records that support the allowable expenditure of GREAT Award funds and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the

Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) ensure that any subrecipients (a) comply with all reporting requirements established by 09 N.C.A.C. 03M and this Agreement and (b) report to NCDIT.

Section 5.3. N.C. Administrative Code Reporting and Audit Requirements. Per 09 N.C.A.C. 03M .0205, the following three reporting levels are established for Grantees who have received an award from NCDIT pursuant to this Agreement:

Level I – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

Level II - A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount of at least twenty-five thousand ($25,000) or greater, but less than five hundred thousand dollars ($500,000) within its fiscal year.

Level III – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year.

a. **Required Reporting.** In addition to the Project progress reports set out in Section 2.4, the Grantee shall provide the following reporting on an annual basis during the term of this Agreement:

1. All Grantees shall provide:

   (a) A certification that GREAT Award funds received or, held was used for the purposes for which it was awarded; and

   (b) An accounting of all GREAT Award funds received, held, used, or expended.

2. Grantees that fall into Levels II and III in Section 5.3 shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.

3. As set out in Section 4.5, Grantees that fall into Level III in Section 5.3 shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

b. **Filing of Reports.** Grantees shall file all reports with NCDIT in the format and method provided by NCDIT no later than three (3) months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to NCDIT no later than nine (9) months after the end of the

Grantee's fiscal year.

c. **Copies Acceptable.** Notwithstanding the foregoing provisions, a Grantee may satisfy the reporting requirements of Section 5.3.b. by submitting a copy of the report required under federal law with respect to the same funds.

d. **Other Reports.** The Grantee shall provide NCDIT with any other reports as required by State or federal law.

Section 5.4. Interventions. If NCDIT determines the Grantee is not maintaining adequate progress towards Project milestones or is not engaging in the appropriate expenditure of funds, NCDIT may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include: withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional Project monitoring; requiring the Grantee to obtain technical or management assistance; and establishing prior approvals. NCDIT will notify the Grantee of these additional requirements and/or conditions in accordance with 2 C.F.R. § 200.208(d).

Section 5.5. Access to Persons and Records. Pursuant to N.C.G.S. § 147-64.7, Grantors, the Office of State Budget and Management, the State Auditor, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other appropriate state or federal agency, or any authorized representatives of these entities, are authorized to examine all books, records, papers, and accounts of the Grantee insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to funds disbursed pursuant to this Agreement. The Grantee shall maintain and hereby agrees to retain all records, books, papers, and other documents covered by this Section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Grantee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Grantors, the North Carolina State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Additional audit or reporting requirements may be required by Grantors if such requirement is imposed by federal or state law or regulation.

Section 5.6. Personnel. The Grantee represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of NCDIT or the County. The Grantee shall identify all personnel who will be involved in performing the scope of services of this Agreement and otherwise administering this Agreement, including at least one project manager and one fiscal officer ("**Key Personnel**"). Such Key Personnel shall be fully qualified and shall be authorized under state and local law to perform such services. Changes to Key Personnel do not constitute a Material Change under Section 2.5.a of this Agreement; however, the Grantee shall notify NCDIT of any changes to Key Personnel within thirty (30) days of the change in accordance with Section 8.13.

Article 6. Compliance with Agreement and Applicable Laws.

Section 6.1. General Compliance. The Grantee shall perform all Covered Services funded by this Agreement in accordance with this Agreement, the award agreement between the State of North Carolina and the U.S. Department of the Treasury, the award agreement between the County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Grantee's current policies and practices. While Grantors may assist the Grantee in complying with all applicable requirements, the Grantee remains responsible for ensuring its compliance with all applicable requirements.

Section 6.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the GREAT grant, including, but not limited to, the following:

Authorizing Statute. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.[1]

Other Regulations, Statutes and Rules. Applicable provisions of the Uniform Guidance (2 C.F.R. Part 200); the GREAT Statutes at N.C.G.S. 143B-1373, and as amended by S.L. 2021-180, Section 38.4, and any subsequent amendments and technical changes; 09 N.C. Admin. Code. 03M; and all applicable laws of the State of North Carolina.

Section 6.3. Federal Grant Administration Requirements. The Grantee shall comply with any applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit

[1] SLFRF-Compliance-and-Reporting-Guidance.pdf (treasury.gov)

Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how the Grantee must administer the award and how NCDIT must oversee the Grantee.

Section 6.4. Property. Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement.

Section 6.5. Universal Identifier and System for Award Management (SAM). The Grantee shall provide and/or obtain and provide to NCDIT, a unique entity identifier assigned by the System for Award Management (**SAM**), which is accessible at www.sam.gov.

Section 6.6. Federal Funding Accountability and Transparency Act of 2006. The Grantee shall provide Grantors with all information requested by Grantors to enable Grantors to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

Section 6.7. Licenses, Certifications, Permits, Accreditation. The Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantors proof of any licensure, certification, permit or accreditation upon request.

Section 6.8. Clean Air Act. The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Grantee agrees to report each violation to NCDIT and understands and agrees that Grantors will, in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding $150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

Section 6.9. Federal Water Pollution Control Act. The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Grantee agrees to report each violation to Grantors and understands and agrees that Grantors will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding $150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

Section 6.10. Debarment and Suspension. Due to its receipt of ARPA funds, Grantors are participants in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if the amount of this Agreement is greater than or equal to $25,000.

a. **Non-Exclusion Certification.** The Grantee hereby certifies as of the date hereof, that the Grantee, the Grantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Grantee and the Grantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then: (1) this Agreement shall be void, (2) Grantors shall not make any payments of federal financial assistance to the Grantee, and (3) Grantors shall have no obligations to the Grantee under this Agreement.

b. **Compliance with 2. C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19.** The Grantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier[2] covered transaction into which it enters. The Grantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by Grantors, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

c. **Remedies for Non-Compliance.** If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Grantors, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

d. **Subcontractor Certification.** The Grantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (https://ncadmin.nc.gov/documents/nc-debarred-vendors), or in the past five (5) years have been suspended or debarred from doing business with the federal or any state government. The Grantee agrees that it will notify Grantors immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

[2] "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

Section 6.11. Byrd Anti-Lobbying Amendment. The Grantee shall comply with the restrictions on lobbying in 31 CFR Part 21.

The Grantee certifies to Grantors, and the Grantee shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Grantee shall, and shall cause each Tier below it, to disclose any lobbying with non–federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to Grantors, which will, in turn, forward the certification(s) to the federal awarding agency. The Grantee shall cause the language of this Section to be included in all subcontracts. This certification is a material representation of fact upon which Grantors have relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

If this Agreement exceeds $100,000, the Grantee also must file with Grantors the certification in Exhibit G, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Any subcontractor with a subcontract (at any Tier) exceeding $100,000 must also file with the Tier above it the certification in Exhibit G.

Section 6.12. Wages and Labor Standards for Projects over $10 Million. In its reporting guidance, the U.S. Department of Treasury has indicated that recipients will need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over $10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as "baby Davis-Bacon Acts") and subject to a project labor agreement. In accordance with the SLFRF Reporting and Compliance Guidance, for Projects with a total cost of over ten million dollars ($10,000,000) (based on expected total cost):

a. **Prevailing Wages Certification**. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. 19 Recipients must maintain sufficient records to substantiate this information upon request.

b. **Project Labor Certification**. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
- How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a project labor agreement.

c. **Local Hire Prioritization**. Whether the project prioritizes local hires.

d. **Community Benefit Agreement**. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Section 6.13. Copeland Anti-Kickback Act. In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Grantee understands and agrees that it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Grantors shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

Section 6.14. Contract Work Hours and Safety Standard Act. Contracts awarded by Grantors in excess of one-hundred thousand dollars ($100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Grantee understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Grantee further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

Section 6.15. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Pursuant to 2 C.F.R. § 200.216, the Grantee agrees not to expend funds it receives pursuant to this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is defined in 2 C.F.R. § 200.216.

Section 6.16. Program Fraud and False or Fraudulent Statements or Related Acts. The Grantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

Section 6.17. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Grantee is hereby notified that it is required to: (a) inform its employees that they are subject to the whistleblower rights and remedies of the program; (b) inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and (c) include such requirements in any agreement made with a subcontractor or subgrantee.

Section 6.18. Equal Opportunity & Other Requirements. The Grantee shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. The Grantee acknowledges that Grantors are bound by and agrees, to the extent applicable to the Grantee, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of ARPA funds:

a. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.** The Grantee and any subcontractor, or the successor, transferee, or assignee of the Grantee or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq*.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq*., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

b. **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

c. **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

d. **Americans with Disabilities.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

e. **Fair Housing Laws.** The Grantee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Section 6.19. Affordable Connectivity Program. The Grantee must participate in the Federal Communications Commission Affordable Connectivity Program ("ACP"), or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.

Section 6.20. Use of Name. Neither party to this Agreement shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

Section 6.21. Solicitation of Small Businesses and Historically Underutilized Businesses. If the Grantee intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Section 6.22. Conflicts of Interest; Gifts and Favors

a. **Disclosure of Potential Conflicts.** The Grantee understands that (1) NCDIT will use ARPA funds to pay for the cost of this Contract; (2) the County may use ARPA funds to contribute to the payment of this Contract; and (3) the expenditure of ARPA funds is governed by the Conflict of Interest Policies of NCDIT, and if applicable, the County, the federal requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234(a)(1) and -234.3(a)). The Grantee must disclose in writing to Grantors any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

b. **Conflict Certification.** The Grantee certifies to Grantors that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Grantors involved in the selection, award, or administration of this Agreement (each a "**Covered Individual**"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including the Grantee) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the Grantee. Should the Grantee obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

c. **Value Certification.** The Grantee certifies to Grantors that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Grantors. Should the Grantee obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

d. **Conflict of Interest Policy**. – Pursuant to N.C. Gen. Stat. § 143C-6-23(b), every Grantee shall file with NCDIT a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds, and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed **before** the disbursing State agency may disburse the grant funds.

Section 6.23. Miscellaneous Provisions and Conditions.

a. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Grantors encourage the Grantee to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

b. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Grantors encourage the Grantee to adopt and enforce policies that ban text messaging while driving.

c. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

d. **Publications**. Any publications related to the Project must be paid for independently by the Grantee (i.e., not with GREAT Award funds) and must display the following language: "This project [is being][was] supported, in whole or in part, by funds awarded to the State of North Carolina by the U.S. Department of the Treasury."

e. **Federal Seals, Logos, and Flags**. The Grantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

Article 7. Termination and Remedies.

Section 7.1. Termination by Grantors for Default. If the Grantee fails to fulfill in a timely and proper manner its obligations required under this Agreement or violates or fails to comply with any of the covenants or stipulations under this Agreement or any applicable laws, rules, and regulations, and such default is not cured within sixty (60) calendar days of the receipt of written notice of such default, then NCDIT and/or the County shall have the right to terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement at least ten (10) calendar days in advance of the Termination Date. Any termination notice under this Section shall specify the Termination Date and this Agreement shall terminate automatically upon such Termination Date. Upon termination of this Agreement under this Section, (1) Grantors shall have no responsibility to make additional payments to the Grantee; and (2) the Grantee shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization and shall return all funds received to NCDIT upon demand. 2 C.F.R. § 200, app. II(B).

Section 7.2. Immediate Termination by Grantors. NCDIT and/or the County may terminate this Agreement immediately upon discovery of the Grantee's commission of fraud of GREAT Award funds.

Section 7.3. Termination by Mutual Consent. In accordance with 09 N.C.A.C. 3M.0703(11), this Agreement may be terminated at any time upon the mutual consent of the Parties upon sixty (60) days prior written notice to the other Parties.

Section 7.4. Termination Procedures. All notices of termination shall be given in accordance with the notice provisions in Section 8.13 of this Agreement. If this Agreement is terminated under this Article 7, the Grantee may not incur new obligations for the terminated portion of this Agreement after the Grantee has received the notification of termination. The Grantee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grantee shall not be relieved of liability to Grantors because of any breach of Agreement by the Grantee. The Grantors may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due NCDIT and/or the County from the Grantee is determined. Neither the County nor NCDIT shall commence termination procedures or legal action against the Grantee for violations related to the performance of this Agreement without providing notice to the other.

Section 7.5. Sanctions for Noncompliance. As the entity responsible for handling monitoring of the Project and this Agreement, NCDIT is required to ensure that the Grantee complies with the applicable provisions of 09 N.C.A.C. 03M. Pursuant to 09 N.C.A.C. 03M .0401, upon NCDIT's determination that the Grantee is noncompliant with 09 N.C.A.C. 03M and/or the terms of this Agreement, NCDIT shall take all appropriate action in accordance with 09 N.C.A.C. 03M .0800 as follows:

a. **Grantee Noncompliance.** When the Grantee does not comply with the requirements of 09 N.C.A.C. 03M, NCDIT shall: (1) communicate the requirements to the Grantee; (2) require a response from the Grantee upon a determination of noncompliance; (3) suspend payments to the Grantee until the Grantee comes in compliance.

b. **Misuse of Funds.** When NCDIT discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments until the matter has been fully investigated and corrective action has been taken; (2) terminating this Agreement and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) reporting possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with N.C.G.S. § 143B-920.

c. **Notice Period.** Upon determination of noncompliance with requirements of this Agreement that are not indicative of management deficiencies or criminal activity, NCDIT shall give the Grantee sixty (60) days written notice to take corrective action. If the Grantee has not taken the appropriate corrective action after the 60-day period, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments pending negotiation of a plan of corrective action; (2) terminating the contract and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) offsetting future payments with any amounts improperly spent.

Section 7.6. Termination due to Unavailability of Funds. If funds for the Project become unavailable for any reason, including without limitation, a change in the State or federal laws, NCDIT and/or the County shall have the right to terminate this Agreement after giving the Grantee written notice of termination of this Agreement at least twenty (20) calendar days in advance of the Termination Date. The notice of termination shall contain the effective Termination Date of this Agreement. Upon notice, the Grantee shall not expend any GREAT Award funds without NCDIT's express written authorization. Upon termination of this Agreement, neither NCDIT nor the County shall have any responsibility to make additional payments to the Grantee.

Article 8. General Conditions.

Section 8.1. Representations and Warranties.

a. **The Parties' Representations and Warranties.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or has had it read to them and explained by counsel, that each understands and is fully aware of its contents and of its legal effect, that each is knowingly and voluntarily entering into this Agreement. The execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. Each Party and its respective signatory hereto avers that its signatory is authorized, empowered, and directed on behalf of the Party to execute this Agreement and thereby bind the Party and others as set forth in Section 8.5 of this Agreement.

b. **Grantee's Representations and Warranties.** The Grantee hereby represents and warrants that:

   i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Agreement the validity or enforceability of this Agreement, or the abilities of the Grantee to discharge their obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement and this Agreement may be terminated by Grantors effective upon notice.

   ii. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide NCDIT with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

   iii. The Grantee is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the Grantee was not solvent, was not financially capable of performing its Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement.

Section 8.2. Indemnification. The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, NCDIT) and the County, and their respective members, officers, directors, employees, agents and attorneys (together, the "**Indemnified Parties**"), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party or of any of their agents, Grantees, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

Section 8.3. Insurance. The Grantee must provide the equivalent insurance coverage for real property and equipment acquired or improved with this award as provided to property owned by the Grantee. In addition, the Grantee, must, at a minimum, provide and maintain during the term of this Agreement insurance coverage that meets the following coverage and limit requirements:

a. **Small Purchases Requirements.** For Small Purchases as defined under 01 N.C.A.C. 05A .0112(35) and 05B .0301(1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

b. **Requirements for Contracts Between Small Purchase and $1,000,000.00.** For Contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00 the following limits shall apply:

   1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $250,000.00, covering all of Grantee's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

c. **Requirements for Contracts in Excess of $1,000,000.00.** For Contracts valued in excess of $1,000,000.00 the following limits shall apply:

1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment.

The Grantee's insurance coverage shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. If the Grantee fails at any time to maintain and keep in force the required insurance, and such default is not cured within ten (10) calendar days of the receipt of written notice of such default, then Grantors may cancel and terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations or the indemnification requirements under this Agreement.

The insurer must provide NCDIT with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Grantee must provide NCDIT prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Grantee fails to provide such notice, the Grantee assumes sole responsibility for all losses incurred by Grantors for which insurance would have provided coverage.

Section 8.4. Cessation, Bankruptcy, Dissolution, or Insolvency.

a. **Merger, Consolidation, or Sale.** The Grantee agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Grantee contained in this Agreement, subject to the prior written consent of Grantors if such action constitutes an assignment of the Grantee's obligations under this Agreement. If the Grantee so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees under Section 3.4, Article 7, and this Section of this Agreement to make that payment due under this Agreement to Grantors, upon request and as directed. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under this Agreement, and Grantors may terminate this Agreement upon written notice to the Grantee and hold the Grantee liable for any such payment provided for under Section 3.4, Article 7, and this Section of this Agreement.

b. **Notice of Cessation, Bankruptcy, Dissolution, or Insolvency.** Other than as provided for in this Section, if the Grantee ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Grantee shall give Grantors immediate notice of the event, and shall pay the amount provided under Section 3.4, Article 7, and this Section of this Agreement to Grantors, upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law.

c. **Remedies on Failure to Provide Notice.** If the Grantee fails to provide Grantors notice of ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material breach under this Agreement. If there is such a cessation or such a proceeding, Grantors may terminate this Agreement upon written notice to the Grantee pursuant to Section 7.1. Upon such termination, the Grantee shall pay the applicable clawback amount to Grantors upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

Section 8.5. Binding Effect. The Terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties. The Grantee must disclose this Agreement to any such person or entity described in this Section.

Section 8.6. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements between or among the Parties with regard to the Project and expresses the Parties' entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to the provisions set forth in Section 2.5.

Section 8.7. Titles and Headings. Titles and Headings in this Contract are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

Section 8.8. Severability. Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

Section 8.9. Independent Status of the State, the County, the Grantee, and Any Third Parties.

a. **Independent Entities.** The State (including, without limitation, NCDIT), the County, and the Grantee are independent entities from one another and from any third party. This Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State, the County and the Grantee or between or among either of them or any third party. Nor shall this Agreement or the Project be construed to make any employees, agents or members of the Grantee or any third party into employees, agents, members or officials of the State or the County or to make employees, agents, members or officials of the Grantee into employees, agents, members or officials of the State or the County. Neither the Grantee nor any third party shall have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Grantee have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that it has such ability.

b. **Grantees Responsibility for Expense and Insurance.** The Grantee and any third party shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Grantee and any third parties shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Project. All expenses incurred by the Grantee, or any third party are their sole responsibilities, and neither the State (including, without limitation, NCDIT) nor the County shall be liable for the payment of any obligations incurred in the performance of the Project.

Section 8.10. Non-Assignability. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of Grantors. Claims for money due to the Grantee from Grantors under this Agreement may be assigned to any commercial bank or other financial institution with Grantors' prior written approval. To the extent that Grantors provide written approval to the Grantee to assign or transfer any interest in this Agreement, the Grantee is not relieved of any of the duties and responsibilities of this Agreement and shall obtain agreement from the assignee to abide by the standards contained in 09 N.C.A.C. 03M. Unless Grantors otherwise agree in writing, the Grantee and all assigns are subject to all Grantors' defenses and are liable for all the Grantee's duties that arise from this Agreement and all Grantors' claims that arise from this Agreement.

Section 8.11. Subcontracting. The Grantee shall provide, upon request by Grantors, copies of any agreements made by and between the Grantee and any subcontractors for the purpose of performing services to fulfill the Grantee's obligations under this Agreement. The Grantee remains responsible for and is not relieved of any of the duties and responsibilities of this Agreement. The Grantee remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Grantee, including those in 09 N.C.A.C. 03M, and shall provide information in their possession that is needed by the Grantee to comply with these standards. NCDIT is indemnified by the Grantee for any claim presented by a subcontractor, and any contracts made by the Grantee with a subcontractor after the Effective Date of this Agreement for performance of work under this Agreement shall include an affirmative statement that the State and the County are intended third-party beneficiaries of the contract; that the subcontractor has no agreement with the State or the County; and that the State and the County shall be indemnified by the Grantee for any claim presented by the subcontractor. Notwithstanding any other term herein, the Grantee shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

Section 8.12. No Waiver by the State or the County. Failure of the State (including, without limitation, NCDIT) and/or the County at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State or the County of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State or the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.13. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed as follows:

If to NCDIT via US mail:	Attn:	**Director, Broadband Infrastructure Office** North Carolina Department of Information Technology NC Broadband Infrastructure Office P.O. Box 17209 Raleigh, North Carolina 27619-7209
	Cc:	**Creecy Johnson, Legal Counsel** North Carolina Department of Information Technology NC Broadband Infrastructure Office P.O. Box 17209 Raleigh, North Carolina 27619-7209
If to NCDIT via Email		greatgrant@nc.gov creecy.johnson@nc.gov
If to the County via US mail:	Attn:	**Vincent E. Jones** 602 W. Ridgeway Street Warrenton, NC 27589

If to County via Email	vincentjones@warrencountync.gov
If to the Grantee via US Mail	**Joe Prater** 7910 Crescent Executive Drive Charlotte, NC 28217
If to the Grantee via Email:	Joe.Prater@charter.com

If, at any time during the term of this Agreement, the Grantee's Authorized Representative changes from the individual identified in this Agreement, the Grantee must provide written notice of such change to Grantors pursuant to this Section within ten (10) calendar days of any such change.

Section 8.14. Public Records Act Compliance and Confidentiality. The Grantee may designate appropriate portions of documents or information provided to NCDIT as confidential, consistent with and only to the extent permitted under N.C. Gen. Stat. § 132-1, et seq. or other applicable law, by marking the top and bottom of each page containing confidential information with the following legend in boldface type: "CONFIDENTIAL". By so marking any page, the Grantee warrants that it has formed a good faith belief that the portions marked "CONFIDENTIAL" meet the requirements of the applicable law. NCDIT may serve as custodian of Grantee's confidential information and not as arbiter of claims against its assertion of confidentiality. In the event that NCDIT is served with a subpoena, discovery request, or public record request for information that has been designated by the Grantee as confidential information, NCDIT shall forward written notification thereof to the Grantee, along with the subpoena or other request. NCDIT shall not, pursuant to the subpoena or other request, produce documents or information designated by the Grantee as confidential information without Grantee's written consent or unless ordered to do so by a court of competent jurisdiction.

Section 8.15. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties after a reasonable period, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

Section 8.16. Waiver of Objections to Timeliness of Legal Action. The Grantee knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, NCDIT) and/or the County to enforce its rights under this Agreement. This waiver includes any objections the Grantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

Section 8.17. Force Majeure. Except as provided for herein, no Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, flood, earthquake, hurricane, tornado, epidemic, pandemic, or other catastrophic natural event or act of God.

Section 8.18. Construction, Jurisdiction and Venue. This Agreement shall be construed and governed by the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

Section 8.19. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

Section 8.20. Acceptance. If the Grantee and the County agree to the conditions as stated, please execute this Agreement via AdobeSign. This Agreement may be withdrawn if NCDIT has not received the executed Agreement within thirty (30) days from the date of the cover letter from NCDIT to the Grantee and the County accompanying this Agreement and Grantee Exhibits.

IN WITNESSETH WHEREOF, the Parties, intending to be legally bound hereby, have read, signed, and caused this Agreement to be executed.

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

Spectrum Southeast, LLC

Signature: ______________________

Printed Name: Douglas Davis

Title: ______________________

Date: ______________________

Warren County

Signature: ______________________

Printed Name: Vincent E. Jones

Title: ______________________

Date: ______________________

North Carolina Department of Information Technology

Signature: ______________________

Printed Name: Nathaniel Denny

Title: Deputy Secretary for the Division of Broadband and Digital Equity
NC Department of Information Technology

Date: ______________________

Exhibit A
NCDIT Disclosures

2 C.F.R. 200.332 Required Disclosures	
Disclosure	**Contract Location**
(1) Federal award identification.	
Subrecipient name	Section 1.1
Subrecipient's unique entity identifier;	Cover letter; Exhibit B
Federal Award Identification Number (FAIN);	Section 1.4
Federal Award Date of award to the recipient by the Federal agency;	Cover letter;
Subaward Period of Performance Start and End Date;	Sections 1.7 – 1.9
Subaward Budget Period Start and End Date;	Section 2.1; Exhibit B
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Section 2.2.a.; Exhibit B
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;	Section 1.4; Exhibit B
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Section 1.4; Exhibit B
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Section 1.3
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Sections 1.1; 8.13
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	Section 1.4
Identification of whether the award is R&D; and	No
Indirect cost rate for the Federal award per § 200.414.	Not Applicable
(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;	Section 1.3
(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Sections 2.3/2.4; 5.5; 6.6
(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient;	N/A
(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and	Section 5.5

(6) Appropriate terms and conditions concerning closeout of the subaward.	Sections 4.6; 7.4

09 NCAC 03M .0703 Required Contract Provisions	
Provision	**Contract Location**
(1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;	Section 1.3
(2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.	Section 1.4
(3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.	Cover Letter; Agreement Header
(4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.	Section 2.3/2.4
(5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.	Sections 1.1; 8.13
(6) Signatures binding all parties to the terms of the contract.	Section 8.19
(7) Duration of the contract, including the effective and termination dates.	Section 1.7
(8) Amount of the contract and schedule of payment(s).	Section 2.2; Exhibit F
(9) Particular duties of the recipient.	Section 2.3/2.4
(10) Required reports and reporting deadlines.	Exhibit D
(11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.	Section 7.3
(12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.	Sections 2.2; 2.4
(13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.	Sections 2.3/2.4; 2.5; 3.4
(14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.	Sections 2.3/2.4; 4.5; 5.1; 5.2; 5.3; 5.5
(15) A clause addressing assignability and subcontracting, including the following:	

(a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.	Section 8.11
(b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.	Article 6; Section 8.11

Public Records Statement

Pursuant to N.C. General Statutes, Chapter 132, public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. Except as otherwise designated under N.C.G.S. 132-1.2 (Confidential Information), public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.

Policies

All policies of NCDIT will be made available upon request.

Exhibit B
Scope of Services

Grantee, Spectrum Southeast, LLC, Application # 1000014097 (Warren County), will carry out the terms of this contract as follows:

1. Scope of the Project

The Grantee shall deploy infrastructure to the approved Locations required by this Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the applicant is the minimum speed made available to all Locations in the Project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

Project Expenses	GREAT Award (ARPA)	Matching Amount (ISP Fund)	Total
Easements			
Materials	$1,170,861.00	$412,210.00	$1,583,071.00
Construction/Installation	$1,807,154.00	$636,222.00	$2,443,376.00
Testing			
Engineering	$68,445.00	$24,097.00	$92,542.00
Lease/Collocation Fees (one-time fees)			
Other – Permitting	$205,335.00	$72,290.00	$277,625.00
Other – Make Ready	$748,205.00	$263,410.00	$1,011,615.00
Other			
Total	$4,000,000.00	$1,408,229.00	$5,408,229.00
Match Percentage	**85%**	**15%**	**100%**

3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

4. Locations

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations, as required by NCDIT. A data file of locations approved by NCDIT for this Project is reflected within Exhibit I. Broadband deployments must make broadband service available to the total number of locations outlined in the table below.

Households:	1,404
Businesses:	30
Total Locations:	1,434

Exhibit C
Project Milestones

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

Milestone	Description
• Initial status of the engineering and design of the project • Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q1 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q2 Progress Report
• Minimum of at least one Reimbursement Request has been submitted	Submission of Reimbursement Request by September 30, 2023
• Evidence of the start of construction • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q4 Progress Report
• Minimum of two cumulative Reimbursement Requests have been submitted	Submission of Reimbursement Request by June 30, 2024
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment • Access is available to 10% of the locations with submission of addresses in the format designated by the Office	Reported in Q6 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q7 Progress Report
• Completion of the Construction Period • Access is available to 100% of the locations with submission of addresses in the format designated by the Office. • Beginning of Maintenance Period	Reported in Q8 Final Report for End of Construction Period
• All reimbursement requests have been submitted	Final submission of Reimbursement Request by March 31, 2025
• Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y1 Annual Report
• Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y2 Annual Report
• Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y3 Annual Report

Exhibit D
Reporting Schedule for Progress Reports

The Grantee is required to submit progress reports based on the following schedule:

Reporting Period	Due Date	Report Type
Effective Date to June 30, 2023	7/15/23	Q1 Progress Report
July 1, 2023 to September 30, 2023	10/15/23	Q2 Progress Report
October 1, 2023 to December 31, 2023	1/15/24	Q3 Progress Report
January 1, 2024 to March 31, 2024	4/15/24	Q4 Progress Report
April 1, 2024 to June 30, 2024	7/15/24	Q5 Progress Report
July 1, 2024 to September 30, 2024	10/15/24	Q6 Progress Report
October 1, 2024 to December 31, 2024	1/15/25	Q7 Progress Report
January 1, 2025 to March 31, 2025	4/15/25	Q8 Final Report Form for End of Construction Period
April 1, 2025 to March 31, 2026	4/15/26	Y1 Annual Progress Report (Maintenance Period)
April 1, 2026 to March 31, 2027	4/15/27	Y2 Annual Progress Report (Maintenance Period)
April 1, 2027 to March 31, 2028	4/31/28	Y3 Annual Progress Report (Maintenance Period)

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full two-year construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

The Grantee shall submit its Conflict of Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

Exhibit D
Reporting Schedule for Progress Reports

No Overdue Tax Certification Reporting Period and Due Date

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

Reporting Period	Due Date
January 1, 2023 to December 31, 2023	1/31/24
January 1, 2024 to December 31, 2024	1/31/25
January 1, 2025 to December 31, 2025	1/31/26
January 1, 2026 to December 31, 2026	1/31/27
January 1, 2027 to December 31, 2027	1/31/28

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY **Exhibit E**

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see GREAT Grant Management Documents (Federal) | ncbroadband.gov)

GREAT GRANT PROGRAM

Progress Report Form

for the Construction Period

GRANTEE INFORMATION (to be completed by Grantee)

Grantee Name: ______________________________

Project Contact Completing this Form: ______________________________ Title: ______________________

Primary Telephone: ______________________________ Email: ______________________________

Reporting Period

From: ______________________________
(date)

To: ______________________________
(date)

UPLOAD PROGRESS REPORTS TO EBS.NC.GOV

DOWNLOAD - HOW TO SUBMIT PROGRESS REPORTS

Contract Information

Grant Agreement#: ______________________________

Project Title: ______________________________

Project County: ______________________________

Technology Type: ______________________________

PROJECT UPDATES

Please provide progress a description of accomplishments achieved and problems or delay encountered during this reporting period on the categories below.

Design/Engineering:
Provide a *rough* estimate of how much of the design/engineering work has been completed for the total project (including all project areas). (Please check one.) Provide any updates or challenges with the design/engineering work for this project.

- _____ Less than 25% complete
- _____ 25-75% complete
- _____ 75-99.9% complete
- _____ 100% complete

Securing Assets:
Provide any updates on securing the following relevant items: rights-of-way; easements; other land; access to poles and completion of make-ready work; access to towers. Provide any challenges that may significantly impact your project design. For WISPs, please list the actual macro towers being utilized and whether leases have been secured.

Materials/Supplies:
Provide any updates on materials/supplies being purchased for the project. Provide any anticipated significant challenges or delays these purchases will have on the project.

Staffing/Contractors:
Provide any updates with staffing/labor for the project. Provide any challenges or changes to staffing/labor since the previous reporting period. Provide whether design/engineering and construction labor is primarily in-house or contractors.

Design/Engineering:
- ____ In-House Staff
- ____ Contractors
- ____ Both

Please list names of primary contractors.

Construction/Installation:
- ____ In-House Staff
- ____ Contractors
- ____ Both

Please list names of primary contractors.

Milestones:
Provide the status of any remaining milestone requirements listed in Exhibit C of the Grant Agreement for this reporting period.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

Exhibit E

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents (Federal) | ncbroadband.gov](#))

Project Expenditures

Provide the total expenditures for all eligible expenditures as defined in Section 2.2.c. of the Grant Agreement for the reporting period and cumulative to date. Provide any justifications for expenditures or cost overruns, as applicable. Attach financial documentation as needed to this report.

Project Expenses	Total Expenditures (Reporting Period)	Total Expenditures (Cumulative – To Date)
Easements		
Materials		
Construction/Installation		
Testing		
Engineering		
Lease/Collocation Fees (one-time fees)		
Other (Specify)		
Justification:		

Provision of Service:

Is service available yet to any GREAT locations (potential subscribers) within this project?

- ____ Yes
- ____ No

If yes, please provide estimated numbers below:

	Estimated number of locations
GREAT Households with broadband available:	
GREAT Businesses with broadband available:	
GREAT Ag Operations with broadband available:	
GREAT Community Anchor Institutions with access	

GRANTEES ARE REQUIRED TO REPORT ONLY ON GREAT GRANT LOCATIONS. DO NOT SUBMIT ADDITIONAL LOCATIONS OUTSIDE OF THE CONTRACTED GREAT GRANT AGREEMENT. IF ADDITIONAL LOCATIONS ARE INCLUDED THE REPORT WILL BE RETURNED TO THE GRANTEE.

Completion of Construction Period of project:

Broadband access is considered available if service can be provided to the GREAT location(s) immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees. Grantees who have completed the Construction Period of the project will be provided the Final Report Form for completion. Upon verification of the Final Report by NCDIT, Grantees will move to the Maintenance Period of the GREAT Grant.

If you have completed the entire Construction Period of this GREAT grant, and made service available to all required GREAT locations, please indicate below:

- ____ Yes (all construction has been completed and service availability to all locations is complete.)

Exhibit E

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see GREAT Grant Management Documents (Federal) | ncbroadband.gov)

Broadband Provider (ISP) Certification and Attestation

The undersigned representative of the Grantee certifies that the information in this progress report is true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1. as Authorized Representative, the signatory has been authorized to file this progress report;
2. that the Grantee has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
3. that the Grantee certifies the financial and organizational strength regarding the ability to successfully meet the terms of the grant requirements and the ability to meet the potential for repayment of grant funds; and
4. attests that the project area described in Exhibit B of the Grant Agreement is eligible.

____ __________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE **Date**

____

TYPED NAME AND TITLE

Exhibit F
Payment Process

NCDIT requires regular reimbursement requests to ensure review of eligible expenditures and verify progress of the project. Reimbursement requests may be submitted on an as-needed basis, but no more than one time per month during the Construction Period, and at minimum must be submitted in accordance with the respective Project Milestone for Reimbursement Requests, as specified in Exhibit C. If Reimbursement Request submissions do not coincide with a Progress Report deadline, NCDIT may request an additional Progress Report (within the quarter), to accompany the Payment Request. With exception to those eligible expenditures incurred in accordance with Section 2.2.e., eligible expenditures may only be incurred during the Construction Period.

Prior to disbursement of the first Reimbursement Request, the Grantee shall submit a copy of its Conflict of Interest Policy.

In order to receive reimbursement funds, the Grantee must submit the following documentation:

1. Payment Request through the NCDIT EBS portal, in accordance with the process outlined in 2.3.e/2.4.e;
2. Copies of eligible expenditure invoices, all invoices shall include:
    - date of invoice,
    - invoice #,
    - description of service or item, and
    - the name of the vendor;
3. Evidence showing invoices have been paid in full. Evidence may include but not limited to a copy of cleared checks or wire transfer receipts issued toward Project expenses;
4. Proof progress reports are in good standing;
5. Any additional documentation requested by NC DIT related to the Project, including but not limited to the following:
    - mapping information,
    - verification of broadband service to the committed locations, and
    - verification that milestones, as defined in Section 2.3.c./2.4.c., have been met.
6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT.

One final claim may be submitted for reimbursement within 90 days from the end date of the Construction Period. This Payment Request is subject to NCDIT receiving and approving the following documentation:

1. All final invoices and proof of payment for each invoice. All invoices must be for work incurred prior to the end of the Construction Period;
2. The "Final Report Form for the End of Construction Period," detailed in Exhibit C and D; and

3. Mapping files, in the NCDIT approved format, that identifies all contracted locations having broadband access.

Payments are subject to the availability of funds. NCDIT will use best efforts to issue the funds due to the Grantee within thirty (30) days of approval of the documentation submitted by the Grantee.

Exhibit G
31 C.F.R. PART 21 – Certification Regarding Lobbying

Grantee certifies to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions. A copy of this form is contained in 31 C.F.R. Pt. 21, App. B.

3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____

Signature of Authorized Representative Print Name Date

Exhibit H
Key Personnel of the Grantee

GREAT GRANT PROGRAM (FEDERAL)
Growing Rural Economies with Access to Technology Program

Purpose: The purpose of this document is for the awardee to identify and determine the responsibilities of a representative from the company with regards to administering the GREAT Grant Project. This document will establish the appropriate contacts from the awardee, assign responsibility and delegate authority to appropriate staff to ensure compliance with the executed grant agreement.

The Grantee's Project Contacts table can be edited, and additional rows may be added, as needed, by the user. **Please include a copy of a letter on company letterhead by the principal or legal counsel certifying the roles of the representatives listed in the table.**

Definitions

Awardee Name: Legal name of the awardee as indicated in the submitted application

Application #: The application number assigned by the Enterprise Business Service (EBS) online application portal at the time of application submission. You may also reference the application # in the award letter.

Unique Entity Identifier (UEI): Awardees must have an active Unique Entity Identifier. This is required due to the use of federal funds per 2 CFR 200.206 (link). At the time of application, the identifier was referred to as the System Award Management (SAM) ID and used the DUNS number as part of the registration process. The SAM.gov transitioned from using DUNS numbers to the UEI on April 4, 2022. If your organization does not have a UEI, please register or update your information at this link: SAM.gov | Home.

Principal: The person that has the authority to enter a legally binding contract with the State of North Carolina.

Legal Counsel: The person that serves as legal counsel on behalf of the company and will review the grant agreement from the NC Department of Information Technology.

Fiscal Representative: The person that will submit claims for reimbursement.

Authorized Representative: The person that is responsible for certifying and submitting progress report documentation.

Construction Manager and/or Engineer: The person that is responsible for questions about the construction of broadband infrastructure.

Authorized User(s) for the EBS on-line portal: The person that has access to the Enterprise Business Services (EBS) on-line portal. Please ensure that the authorized user has a valid

Exhibit H
Key Personnel of the Grantee

NCID username and password (register here). In addition, ensure that the user has received authorization to access the EBS (register here).

Awardee Name:	**Spectrum Southeast, LLC**
Application #:	**1000014097**
Unique Identify Identifier (as registered with SAM.gov)	**FKP2W71T9GK7**
Tax Identification #:	**45-4608839**
Awardee Fiscal Year End Date:	**December 31**

Responsibility	**Full Name, Title**	**Contact Information Business Name Mailing Address Email Address and Phone**
Principal	Douglas Davis Regional Vice President, Field Operations	Spectrum Southeast, LLC 7910 Crescent Executive Drive Charlotte, NC 28217 Phone: (704) 206-2856 Email: Douglas.Davis@charter.com
Legal Counsel	Elana Shapochnikov Vice President, Law-Policy, PPR Legal	Charter Communications, LLC 400 Washington Blvd. Stamford, CT 06902 Phone: 203-705-5671 Email: Elana.Shapochnikov@charter.com
Fiscal Representative	Paul Niebrugge, Director, Capital & Fixed Assets, Accounting	Charter Communications, LLC 12405 Powerscourt Drive St. Louis, MO 63131 Phone: (314) 543-2271 Email: Paul.Niebrugge@charter.com
Authorized Representative	Joe Prater, Director, State Government Affairs	Spectrum Southeast, LLC 101 Innovation Avenue Morrisville, NC Phone: (919) 390-4828 Email: Joe.Prater@charter.com
Construction Manager and/or Engineer	Bill Pisowicz Vice President, Engineering	Spectrum Southeast, LLC 7910 Crescent Executive Drive Charlotte, NC 28217

Exhibit H
Key Personnel of the Grantee

		Phone: (704) 206-6764 Email: Bill.Pisowicz@charter.com
Authorized User(s) for the Enterprise Business Services (EBS) on-line portal	Joe Prater, Director, State Government Affairs	Spectrum Southeast, LLC 101 Innovation Avenue Morrisville, NC Phone: (919) 390-4828 Email: Joe.Prater@charter.com
Reserved for other representatives		
Reserved for other representatives		

Exhibit I
Mapping Files

The Grantee must make broadband service available to all households and businesses approved for this project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The data file listing the locations submitted by Grantee and approved by NCDIT for this Project is considered a part of this Grant Agreement and is incorporated into the Agreement by reference. A copy of this data file listing these final locations, as previously agreed upon by the Parties, is being provided to the Grantee as a csv file in a separate email with the following naming structure: (Application number_AWARD_LOCATIONS.csv). The approved and required locations are outlined in the data file, which includes addresses and coordinates from the AddressNC statewide address dataset. The full address field contains the complete address provided by the local county addressing authority. Also provided for each location are decimal degrees coordinates, state plane latitude and longitude, US National Grid Coordinates, and Google Plus Codes that can be used to map the locations in a variety of mapping platforms.

A map of the locations is also included in this Exhibit.

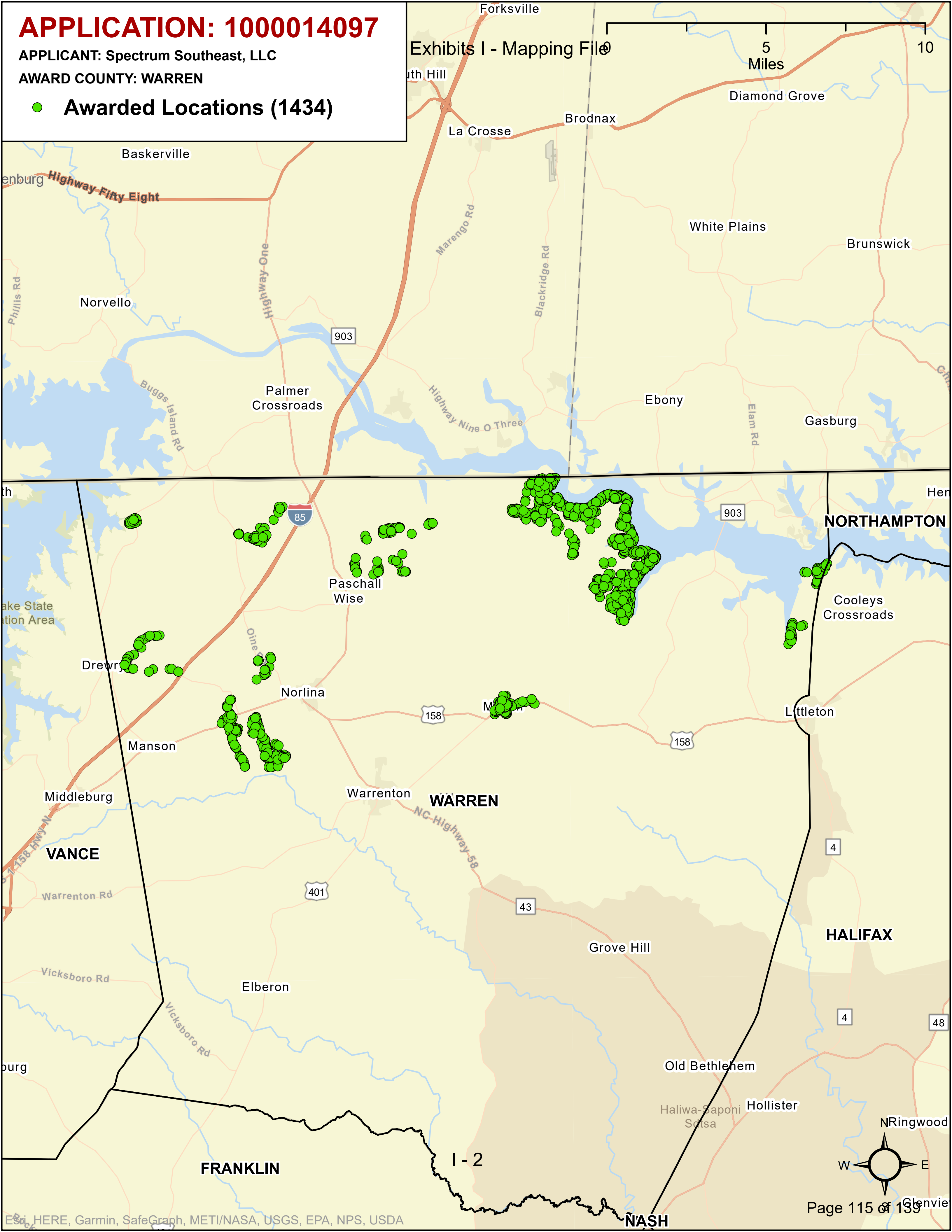
APPLICATION: 1000014097
APPLICANT: Spectrum Southeast, LLC
AWARD COUNTY: WARREN
Awarded Locations (1434)
Exhibits I - Mapping File
0
5
10
Miles
Forksville
La Crosse
Brodnax
Diamond Grove
Baskerville
Highway Fifty Eight
White Plains
Brunswick
Norvello
Highway One
Marengo Rd
Blackridge Rd
Phillis Rd
903
Buggs Island Rd
Palmer Crossroads
Highway Nine O Three
Ebony
Elam Rd
Gasburg
85
903
NORTHAMPTON
Paschall
Wise
Cooleys Crossroads
Drewry
Norlina
158
Littleton
158
Manson
Middleburg
Warrenton
WARREN
NC Highway 58
VANCE
Warrenton Rd
401
43
4
HALIFAX
Grove Hill
Vicksboro Rd
Elberon
Vicksboro Rd
4
48
Old Bethlehem
Haliwa-Saponi
Hollister
Ringwood
N
W
E
FRANKLIN
I - 2
NASH
Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

EXHIBIT J
COUNTY MATCHING FUNDS
Option 4: Percentage payment based on approved payment request

Warren County is contributing a total of $250,000 in matching funds to Charter/Spectrum as part of this Project, which is 4.62% of the total cost of this Project. Warren County is using ARPA INFRASTRUCTURE funds for this match.

Charter/Spectrum will submit requests for reimbursement to NCDIT pursuant to the process set forth in this GREAT grant Agreement and Exhibits. Upon approval of each payment request by NCDIT, NCDIT will send a copy of that payment request to Warren County. Warren County will then send 4.62% of the amount approved by NCDIT to Charter/Spectrum within 10 days of receipt of the payment request. This percentage represents the County's pro-rata share of the Total Project Cost.

Warren County and Charter/Spectrum will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

WARREN COUNTY	CHARTER/SPECTRUM
Name: ______________________________	Name: ______________________________
Signature: ___________________________	Signature: ___________________________
Title: _______________________________	Title: _______________________________
Date: _______________________________	Date: _______________________________

Planning/Zoning and Code Enforcement Department
542 West Ridgeway Street
Warrenton, NC 27589
(PH) 252-257-7027 (FX) 252-257-1083

TO: **Warren County Board of Commissioners, County Manager and County Attorney**

FROM: **Rebecca Mountz - Planning Consultant, Stewart**

DATE: **April 25th, 2023**

RE: **Planning Board recommendation for Petition to Re-Zone (RZ-2023-01)**

This memo outlines results from the April 4, 2023 Warren County Planning Board to the following Petition to Re-Zone:

- ***Petition to Re-Zone (residential to commercial) RZ-2023-01:*** Three parcels (19.488 +/- acres) from Residential (R) to Neighborhood Business (NB) at Tax Map J3 34, J3 34C, and J3 34D located at 1612 Eaton Ferry Road.

Planning Board took action to recommend the proposed Petition to Re-Zone (RZ-2023-01) as submitted **(approved for recommendation to the Board of Commissioners for consideration by a vote of 4 to 1 with quorum met):**

- At the conclusion of discussion and with no added comments from Board, **Chair Robert May** entertained a motion:
  A. **Motion** was made by **Sid Cutts** to approve the re-zoning petition as submitted and recommend to the Board of Commissioners to set a public hearing.

  B. **Second** was made by **William Landis,** on call for a vote by **Chair Robert May** and 4 of the 5 present Members voted to approve the re-zoning petition as submitted and recommend to the Board of Commissioners to set a public hearing.

Recommendation: The Planning Board recommends that the Board of Commissioners set a Public Hearing for June 5, 2023 at 6:00 p.m. for Re-Zoning Request RZ-2023-01 (Residential to Neighborhood Business): Three parcels (19.488+/- acres)from Residential (R) to Neighborhood Business (NB) at Tax Map J3 34, J3 34C, and J3 34D located at 1612 Eaton Ferry Road.

WARREN COUNTY FIRE MARSHAL OFFICE

890 US Hwy. 158 Bypass
Warrenton, North Carolina 27589
Phone: (252) 257-1191
Fax: (252) 257-4974

Memo

To: Warren County Board of Commissioners

Through: Vincent Jones, County Manager

From: Joel Bartholomew, Fire Marshal

Date: April 26, 2023

Re: Amendment to Roanoke Wildwood Fire Protection Contract

Background

It was brought to the attention of the Warren County Fire Commission to review the Roanoke Wildwood Fire Protection Contract (3-year contract which runs from July 1st, 2021 to June 30, 2024) to see if they were receiving funds for services they are not providing at this time. The Fire Commission reviewed the contract and did find where Roanoke Wildwood were receiving \$5,000 for a substation what must be located within Warren County which currently, they do not have and \$2,500 towards a First Responders Program (trained personnel to assist with medical call) which currently they do not have a First Responder Program. The current contract has Roanoke Wildwood receiving \$24,650.00 in year one, an increase of \$3,450.00 in year two, and a \$6,900.00 increase in year 3 to a total of \$35,000.00 at the end of the 3-year contract.

The amended contract which was prepared by the Fire Commission has Roanoke Wildwood receiving \$24,650.00 in year one, an increase of \$1,425.00 in year two, and a \$1,425.00 increase in year 3 which comes up to a total of \$ 27,500.00 at the end of the 3-year contract. The amended contract was sent to the County Attorney Thompson for review and was approved.

Fiscal Impact

This 3-year contract went from a total of $35,000 at the end of the 3 years to a new total of $27,500 at the end of the 3 years. This is a savings of $7,500.

Recommendation

The Warren County Fire Commission Board recommends that the Board approves the Amendment to the Roanoke Wildwood Fire Protection Contract

Joel Bartholomew
Fire Marshal

STATE OF NORTH CAROLINA
CONTRACT FOR FIRE PROTECTION SERVICES IN TAX DISTRICT COUNTY OF WARREN
(AMENDED)

THIS AMENDED CONTRACT, made and entered into this May 1, 2023, by and between the **COUNTY OF WARREN,** a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY,** the party of the first part, and the **ROANOKE WILDWOOD** Volunteer Fire Department a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT,** party of the second part;

WITNESSETH

WHEREAS, the Board of County Commissioners of the COUNTY AND The FIRE DEPARTMENT, the parties to this Agreement executed initially on July 1, 2021, mutually agree to amend the terms of said 2021 Agreement pursuant to Article III, Paragraph 2. The following terms and conditions specifically remove the Fire Department's First Responder services and substation responsibilities. The parties hereto further agree to the adjusted funding requirements by the County due to the aforementioned amendments. Except as provided herein, all remaining terms and conditions of the parties' 2021 Agreement shall remain in full force and effect.

WHEREAS, Rural Fire Protection Districts have been duly and properly created in Warren County under the provisions of North Carolina General Statutes NCGS Chapter 69, Article 3A, in order to provide fire protection services to areas encompassed by such districts;

WHEREAS, within each Rural Fire Protection District, the Board of County Commissioners has designated one or more areas of responsibility (each hereinafter referred to as **FIRE DISTRICTS),** each of which is intended to be served by one Fire Department;

WHEREAS, the Board of County Commissioners, under the provisions of NCGS Section 69- 25.5, may provide fire protection services in rural fire protection districts by contract with one or more private non-profit volunteer fire departments and desires to enter into a continuing contract under the provisions of NCGS Section 153A-13, with the FIRE DEPARTMENT to provide fire protection services in the FIRE DISTRICT identified in said contract;

WHEREAS, the Board of County Commissioners of the COUNTY is authorized and directed under the provisions of NCGS Section 69-25.4, to levy and collect taxes from year to year in each Rural Fire Protection District in such amount as it may deem necessary, not exceeding Fifteen (15) Cents on each One Hundred Dollars ($100) valuation of property in said Districts, and shall keep and administer the same in a separate and special trust fund (hereinafter the Trust Fund) to be used only for furnishing fire protection services within the FIRE DISTRICTS;

WHEREAS, the Board of County Commissioners is vested by NCGS Section 69-25.4 with discretion as to which rate of tax to levy within the Rural Fire Protection Districts and, in accordance with the provisions of NCGS Section 159-14, must set that rate based on an annual budget estimate setting forth the monetary requirements for providing fire protection services that year in the FIRE DISTRICTS;

WHEREAS, the Board of County Commissioners of the County, also acting pursuant to NCGS Section 159-14, as the governing body of each Rural Fire Protection District, must adopt an annual budget ordinance appropriating tax money levied and collected from the Districts and authorizing transfers and expenditures from the Trust Fund only for fire protection services in the FIRE DISTRICTS as specified in the continuing contracts; and

WHEREAS, the COUNTY desires to standardize its contractual arrangements with all rural volunteer fire departments in the COUNTY;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and the mutual benefits to be derived therefrom, the parties hereto promise and agree as follows:

I.

The FIRE DEPARTMENT promises and agrees as follows:

I. *Scope of Service:*

A. *Territorial Responsibility:* The FIRE DEPARTMENT shall provide the foregoing services within the boundaries of the **ROANOKE WILDWOOD** FIRE DISTRICT as defined in the map of the FIRE DISTRICT on file with the County.

B. *Service Responsibility:*

(l) The primary responsibility of the FIRE DEPARTMENT shall be to furnish adequate fire protection as determined by the Office of the State Fire Marshal, other pertinent federal, state and local laws and regulations, and this contract for all persons and property located within its area of responsibility.

(2) The FIRE DEPARTMENT shall participate, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, in any county-wide, inter-county or county-municipality mutual aid entered into by the COUNTY under the conditions set forth below.

(3) The FIRE DEPARTMENT upon request from state or local government shall remove debris from the travel portion of the roadway to the shoulder or adjacent area to allow for passage of emergency equipment.

(4) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, provide Rescue functions of Vehicle Extrication and on scene support of Search and Recovery Dive Team, Hazardous Materials Team and any specialized federal, state, or COUNTY Emergency Services and/or Life Saving Teams to rescue, protect, or save life and/or property within its area of responsibility.

C. *Facilities, Equipment and Personnel:* The FIRE DEPARTMENT shall;

1) provide all facilities, equipment and personnel necessary to furnish fire protection services and all other services provided by that department as herein above required.

D. *Standards of Performance:* The FIRE DEPARTMENT shall furnish fire protection and all other services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with the rules and regulations of the North Carolina Office of State Fire Marshal and other pertinent federal, state, and COUNTY laws, regulations and standards.

E. *Use of Funds Provided:* The FIRE DEPARTMENT shall hold and use tax monies received under the provisions of this Contract and any property acquired with such monies solely and exclusively to provide the fire protection services set forth above. Such use encompasses payment of any necessary and lawful fire protection expenses, including payment of principal and interest in the satisfaction of any indebtedness incurred in the acquisition of facilities and equipment.

F. *Training:* The FIRE DEPARTMENT shall be responsible for the training of all its personnel in accordance with the rules and regulations of North Carolina Office of State Fire Marshal, and other pertinent federal, state, and COUNTY laws and regulations or otherwise with commonly accepted professional standards, so as to qualify such personnel to perform the services required by this contract.

G. *Association Requirements:* The FIRE DEPARTMENT will be required, annually, to join and become a member in good standing with the Warren County Fireman's Association, as determined by the Warren County Fireman's Association.

2. *Incorporation:* The FIRE DEPARTMENT, during the period of this Contract is in effect, shall remain incorporated and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A true copy of the Articles of Incorporation, existing By-Laws, and any changes made from time-to-time to either will be filed with the COUNTY. The FIRE DEPARTMENT will adopt By-Laws which meet all minimum legal requirements of said Act.

3. *Budget Estimates:* Not later than the last business day of March each year, the FIRE DEPARTMENT shall transmit to the Board of Commissioners of the COUNTY a budget estimate, approved by the district's FIRE SERVICE TAX BOARD, containing financial needs of the FIRE DEPARTMENT for the fiscal year commencing the 1st day of July next following, to the extent that such financial requirements are to be satisfied out of FIRE DISTRICT tax revenues.

4. *Accounting:*

A. *Records:* The FIRE DEPARTMENT shall establish and maintain records and accounts and monies entrusted to it under the provisions of this Contract and expenditures there from in accordance with generally accepted accounting principles.

B. *Annual Audit:* The FIRE DEPARTMENT will present to the Board of Commissioners of the COUNTY an annual audit which shall be in conformity with existing audit policies of the COUNTY.

C. *Inspections:* The COUNTY, or its representatives, may inspect all records and accounts which the FIRE DEPARTMENT is required to establish and maintain under the provisions of this contract and may make such inspections at any reasonable time.

II.

The COUNTY promises and agrees as follows:

1. FIRE DISTRICT *Budget Ordinance:* Not later than the 1st day of July of each year this Contract is in effect the Board of Commissioners of the COUNTY, acting as the governing body of the FIRE DISTRICT, shall adopt a budget ordinance for said FIRE DISTRICT in which sufficient monies will be appropriated to provide fire protection services for said district in accordance with this Agreement. The budget ordinance shall be in a form and subject to the directions and limitations prescribed or provided in NCGS Section 159-13.

2. *Levy and Collection of Taxes:* Not later than the 1st day of July of each year this Contract is in effect, the COUNTY will determine, within the limits prescribed by law, what rate of special ad valorem tax it will levy against property in the FIRE DISTRICT. In prescribing such rate the COUNTY shall consider the budget estimates of fiscal requirements submitted by the fire department, the recommendations of the district FIRE SERVICE TAX BOARD, and the tax basis of the FIRE DISTRICT. Upon approval of the budget ordinance for the FIRE DISTRICT as heretofore provided, the COUNTY shall levy and collect a special ad valorem tax in such District as provided by law.

3. *Payment of* FIRE DEPARTMENT; Annually, as requested by the FIRE DEPARTMENT, commencing the 1st day of July of each year, to the extent special FIRE DISTRICT tax revenues have been collected and appropriated in the FIRE DISTRICT Budget Ordinance, but no less frequently than once per month, the County shall pay over to the FIRE DEPARTMENT the monies contained in the Trust Fund or sub-fund established for the area of responsibility of FIRE DEPARTMENT.

4. *General Fund Monies:* In consideration for the FIRE DEPARTMENT agreement to:
   - A. Provide mutual aid
   - B. Protect public and private property, and
   - C. Will remove debris from the travel portion of the roadways,

   The COUNTY agrees to pay the sum of **$24,650.00** to the FIRE DEPARTMENT in 12 monthly payments for the services of Fire Protection, and Rescue Services.

   - D. Subject to availability of COUNTY funds and the annual budget ordinance, FIRE DEPARTMENT will receive an increase of $1,425.00 in the second year of this contract and $1,425.00 in the third year of this contract.

III.

The COUNTY and FIRE DEPARTMENT mutually agree as follows:

1. *Duration:* This Contract shall be valid and effective from **July 1, 2021 until June 30, 2024** and continue in effect until superseded by a new agreement or until terminated as herein provided. **This term has not been affected by the parties' amended terms and conditions herein**.
2. *Amendment:* This Contract may be amended only by mutual Agreement of the parties in a written addendum hereto, except that in the event a provision of the Contract becomes inconsistent with any state or local law duly and properly enacted hereafter, then and in the event only, such provision shall be deemed by both parties hereto to be amended to conform with such state or local law without the necessity of any further action by either party.

3. *Termination:*

A. *For Cause:* At any time during the period of this Contract is in effect, either party may terminate this Contract for cause upon breach of or failure to perform said Contract on the part of the other party; such termination becomes effective on the date of such breach or failure to perform, provided that the aggrieved party within the reasonable time after such breach or failure to perform, shall provide written notice specifying such breach or failure to perform and allow the party at fault ninety (90) days within which to cure or correct such breach or failure to perform. In the event the breach or failure to perform is cured or corrected within such period, the Contract shall continue in effect as though such breach or failure to perform had not occurred; in the event there is no cure or correction of such breach or failure to perform within the prescribed time, the Contract shall terminate as heretofore provided.

B. *Superseded:* In the event this Contract is superseded by a new agreement executed in writing between the parties, this contract is forthwith terminated.

C. *Non-appropriation:* In the event, for reasons beyond the control of the Board of Commissioners of the COUNTY or within the lawful legislative discretion of said Board, special ad valorem property taxes are not levied in the FIRE DISTRICT or tax revenues are not appropriated for the FIRE DISTRICT Budget Ordinance for any forthcoming fiscal year in which this Agreement is to be in effect, this Agreement is terminated as of the end of the fiscal year next preceding such forthcoming fiscal year.

D. *By Either Party:* This contract may be terminated by either party at the end of any fiscal year by giving 180 days' written notice of its intent to so terminate to the other party by registered or certified mail.

IN TESTIMONY WHEREOF, on the date and year first above written, the COUNTY has caused this **AMENDED** instrument to be executed by the Chairperson of the Board of Commissioners of the COUNTY and attested by the Clerk to said Board, and the FIRE DEPARTMENT has caused this instrument to be signed in its name by its Chairperson, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ATTEST: **Fire Department**

Ernie Davis

By President

By Secretary

ATTEST: **Warren County**

By Chairman - Board of Commissioners

By Clerk to the Board

INTENTIONALLY LEFT BLANK

WARREN COUNTY ANIMAL CONTROL
142 Rafters Lane
Warrenton, NC 27589
252-257-6137 phone 252-257-3718 fax
wcanimalark@warrencountync.gov

Dani Bowen, Director
Warren County Animal Control
142 Rafters Lane
Warrenton, NC 27589
252-257-6137
daniellebowen@warrencountync.gov

TO: Warren County Board of Commissioners

THROUGH: County Manager Vincent Jones

FROM: Dani Bowen, Director

DATE: May 1, 2023

SUBJECT: Consider approval of William Landis as a regular member, Goble Lane as an alternate and Donna Delia as an alternate to the Potentially Dangerous Dog Appeals Board as recommended.

Background:
The Warren County Animal Control Ordinance allows dogs that shown aggression or attacked a person or other animal too be deemed Dangerous or Potentially Dangerous. The owner of a dog deemed Dangerous or Potentially Dangerous has the right to appeal that decision to a board comprised of county residents that represent various groups of people such as law enforcement, veterinarians, livestock owners and as well as regular citizens. These voluntary board members wish to serve their community by serving on this board through either a two-or three-year term of service once recommended by existing board members and appointment by the Warren County Board of County Commissioners.

Fiscal Impact:
No Fiscal Impact

Recommendation:
The Dangerous and Potentially Dangerous Dog Appeal Board met on April 3, 2023 and recommends the following appointments to the board. William Landis as a regular member serving a two-year term, Goble Lane as an alternate serving a two-year term and Donna Delia as an alternate serving a two-year term.

STATEMENT OF INTEREST TO SERVE

If you are a Warren County resident and would like to volunteer your time and expertise to your community, please complete and return to:

Warren County Board of Commissioners
c/o Clerk to the Board
PO Box 619
Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:

1. Potentially Dangerous Dogs
2. ______
3. ______
4. ______

Your full name Donna DElia

Date of Birth 03/10/57. Sex F Race White

Mailing Address 157 Gordon Lane

City and Zip Code Macon N.C. 27551

Street Address "

City and Zip Code "

~~Home~~ Cell Phone 201 264-0076 Work Phone ______

Job Title Rural Mail Carrier U.S.P.S.

Company or Agency U.S.P.S.

Email Address lorider1986@yahoo.com

Do you live in the county? Yes ☒ No ☐

Please list your County Commissioner District ______
(This information can be obtained from the Board of Elections at (252) 257-2114).

Educational Background

Name and Address of High School Attended River Dell High School Class of 74

Name and Address of College Attended —

Degree Received —

Please list any military experience —

This "Statement of Interest to Serve" will remain active for six (6) months from date received in the County Manager's office.

If you are presently serving as an elected or appointed official, please explain: —

Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience Mail Carrier, Barn Manager 150 Horses, 20 employees.
* As a mail carrier I have been exposed to many loose dogs on properties & have avoided almost every dog bite by being aggressive towards the dog vol.

Volunteer Experience Library teaching crafts, working on horse farm in Chase City w/ horses, dogs, farm animals

How did you become aware of Warren County volunteer opportunities? (Please circle appropriate response)

Newspaper Current Warren County Volunteer Other

If other, please explain:

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understanding, to attend the required number of meetings each calendar year and not to exceed unexcused absences by more than 25% or three (3) meetings in any calendar years.

Signature Donna D'Elia

Date 03/27/23

Please feel free to attach a resume if so desired.

This "Statement of Interest to Serve" will remain active for six (6) months from date received in the County Manager's office.

STATEMENT OF INTEREST TO SERVE

If you are a Warren County resident and would like to volunteer your time and expertise to your community, please complete and return to:

Warren County Board of Commissioners
c/o Clerk to the Board
PO Box 619
Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:

1. Potentially Dangerous Dog Appeal
2. ______
3. ______
4. ______

Your full name Goble E. Lane

Date of Birth 10-30-1968 Sex M Race Other

Mailing Address 437 Bluegrass Dr

City and Zip Code Warrenton, NC 27589

Street Address ______

City and Zip Code ______

Home Phone 252-425-0501 Work Phone ______

Job Title Chief of Police

Company or Agency Warrenton Police Dept.

Email Address chiefofpolice@warrenton.nc.gov

Do you live in the county? Yes ☑ No ☐

Please list your County Commissioner District ______
(This information can be obtained from the Board of Elections at (252) 257-2114).

Educational Background

Name and Address of High School Attended Livingston Academy, Livingston Tn

Name and Address of College Attended Wake Tech / UGCC

Degree Received ______

Please list any military experience ______

This "Statement of Interest to Serve" will remain active for six (6) months from date received in the County Manager's office.

If you are presently serving as an elected or appointed official, please explain: ______________________

Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience ______________________

Volunteer Experience JCPC

How did you become aware of Warren County volunteer opportunities? (Please circle appropriate response)

Newspaper   Current Warren County Volunteer   Other

If other, please explain: Dani Bowen Director Animal control asked me.

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understanding, to attend the required number of meetings each calendar year and not to exceed unexcused absences by more than 25% or three (3) meetings in any calendar years.

Signature ______________________

Date 3-24-2023

Please feel free to attach a resume if so desired.

This "Statement of Interest to Serve" will remain active for six (6) months from date received in the County Manager's office.

From:	Pulley, Paula
Sent:	Tuesday, January 17, 2023 3:39 PM
To:	Bowen, Danielle
Subject:	FW: Online Form Submittal: Statement of Interest to Serve

Hey Dani,
Here is a Statement of Interest I received today which indicates that the gentleman is interested in the Potentially Dangerous Dog Committee. Let me know if your committee recommends him for appointment.
Thanks,
Paula

Paula Pulley
Warren County Clerk to the Board
602 W Ridgeway Street
Warrenton, NC 27589
Phone: (252) 257-3115 ext 1300
Fax: (252) 257-5971

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Tuesday, January 17, 2023 11:32 AM
To: Pulley, Paula <PaulaPulley@warrencountync.gov>; Jones, Vincent <VincentJones@warrencountync.gov>
Subject: Online Form Submittal: Statement of Interest to Serve

Statement of Interest to Serve

Check all Boards/Committees/Commissions for which you would be willing to serve.	Economic Development Commission, Historic Preservation Commission, Planning Board, Potentially Dangerous Dog Committee
First Choice	Planning Board
Second Choice	Historic preservation commision
Third Choice	economic development commission
Give Name of "Fire Tax Board" of Interest. You must reside in tax district to be appointed.	*Field not completed.*

Only complete this blank if you are applying for appointment to a Fire Tax Board.

Applicants Name	William Landis
Email Address	willylandis@yahoo.com

Residential Address	527 US HIGHWAY 158 Bus E
City	Warrenton
State	NC
Zip Code	27589
Phone Number	919-491-1624
Alternate Number	*Field not completed.*
Birthdate	04/26/1990
Race	African American
Sex	Male
Do you live in Warren County?	Yes
Job title	Small Farms Agriculture and Natural Resource Agent
Are you presently serving in an elected or appointed position? Please explain:	No
Company / Agency & Address	Franklin County Cooperative Extension
Military experience?	Army / Army Reserve
List your Commissioner district, info available at Elections (252) 257-2114.	I - West & East Warrenton
Educational Background:	
Name & address of high school	South Granville High School 701 N Cres Dr, Creedmoor, NC 27522
Name & address of college attended	North Carolina A&T State University 1601 E Market St, Greensboro, NC 27411
Degree earned	B.S. and M.S. Agriscience Education
List all past employment and/or volunteer experience you have had which may be beneficial in evaluating your qualifications.	*Field not completed.*
Work experience	Army Reserves Civil Affairs Officer

2022-present
Rank: Captain

NC Cooperative Extension
Small farms/ Agricultural and Natural Resources
Agent- Warrenton, NC August 2017-2021 Franklin
County 2017-present
·Provide technical assistance and educational
programming to help small farmers in Franklin and
Warren
County, NC to improve the profitability and efficiency of
their enterprises using researched based
information from the states two land-grant universities
·Started two equipment lease programs that both
increased farmers profitability and allowed the farmer
to
adopt best management practices
·Assisted farmers in writing multiple grants
(Agventures, RAFI) that increased production
capacities and
market availability.

Public Schools of Robeson County February 2016-
August
2017
Agriculture teacher- Rowland, NC
·Taught Horticulture I, Horticulture II, and Introduction
to Agriscience courses
·Managed the school greenhouse using it to fund the
program
·Advisor to FFA chapter, assistant track and field
coach

North Carolina National Guard February 2014-2022
Engineering officer
Lead squad and platoon sized elements maintaining
accountability for up to 40 personnel
Was accountable for the success of platoon during
major period for inspections conducted by the
battalion commander
Responsible for delegating task down to four squad
leaders

Obtained the skill identifier W7- Environmental Officer

North Carolina A&T State Cooperative Extension –
Greensboro, NC September
2013 – December 2013

Graduate Research Assistant
Researched effective Integrated Pest Management techniques by managing the appropriate amount of pest damage through the most economical means, with the least possible hazard to people, property, and the environment
Assisted clients in pesticide application to ensure proper utilization and compliance
Aided clients in farm management and maintenance
Pioneered a program to educate local farmers and extension agents about the environmental, economic, and social benefits of agro-forestry techniques

North Carolina A&T State Cooperative Extension 4-H – Greensboro, NC May 2013 – August 2013
Cooperative Extension Intern
Worked as the assistant instructor at the 4-H Robotics Camp in two low-income communities teaching youth ages 11-14 the basics of robotics design and operations
Coordinated with the lead instructor to plan and implement an enriching educational program focused on inspiring the students while promoting the development of an early interest in science, technology, engineering, and math

North Carolina A&T State Cooperative Extension – Greensboro, NC May 2011 – December 2012
Agroforestry Intern
Conducted agro-forestry research on North Carolina A&T State University's research farm and greenhouse to study the ecological and economic benefits afforded by this land use management system
Propagated, planted, and cultivated trees, including the tropical tree Moringa oleifera, for research purposes
Prepared and planted Moringa oleifera seeds
Participated in extension work with farmers and various other clients throughout the state of North Carolina
Assisted at 1890 Agro-forestry Consortium meeting

	YMCA Camp High Hopes – Durham, NC June 2010 – August 2010 Camp counselor Worked with an intimate team to ensure a safe, fun, productive environment was provided and maintained for the camp youth Exposed campers to the fundamentals of soccer while providing training direction, encouragement, and motivation, while promoting the learning and use of teamwork Upheld and promoted the YMCA mission USDA Forest Service Fire Management – Land Between the Lakes, KY June 2010 – August 2010 Firefighting intern Conducted prescribed burns and other forest management activities to maintain and improve the health and productivity of Land Between the Lakes forest Managed firefighting equipment and facilities Collected data for the study of the effects of controlled burns
Volunteer experience	*Field not completed.*
How did you become aware of Warren County volunteer opportunities?	Newspaper - Warren Record
Date this form completed	1/17/2023
I certify by my typed initials that all information given is correct to the best of my knowledge.	WL

NOTE TO APPLICANT: This form is active for six (6) months from date of submission.

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email may be confidential and, in any event, is intended only for the use of entity or individual to whom it is addressed. Thank You.

WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

TO: Warren County Board of Commissioners

THROUGH: Vincent Jones, County Manager

FROM: Paula Pulley, Clerk to the Board

DATE: April 26, 2023

SUBJECT: Consider Appointment of Barbara Espinosa to Planning Board and Movement of William Landis from Primary Alternate to Planning Board Member

Background
During the April 4, 2023 Planning Board Meeting, the Planning Board voted to recommend Barbara Espinosa to a first term beginning May 1, 2023 and ending April 30, 2026. The Planning Board also recommended moving William Landis from Primary Alternate to Planning Board Member

Financial Impact
N/A

Recommendation
It is recommended that you approve the appointment of Barbara Espinosa to a first term on the Planning Board beginning May 1, 2023 and ending April 30, 2026, and Appointment of William Landis from Primary Alternate to Planning Board Member for a first three-year term beginning February 1, 2023 and ending January 31, 2026.

See Attachment

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

Pulley, Paula

From: noreply@civicplus.com
Sent: Thursday, January 19, 2023 2:23 PM
To: Pulley, Paula; Jones, Vincent
Subject: Online Form Submittal: Statement of Interest to Serve

Statement of Interest to Serve

Check all Boards/Committees/Commissions for which you would be willing to serve.	Aging Advisory Council, Citizens Advisory Council, Economic Development Commission, Health Board, Home Health Advisory Board, Planning Board, Zoning Board of Adjustment, Potentially Dangerous Dog Committee
First Choice	Planning Board
Second Choice	Zoning Board of Adjustments
Third Choice	Economic Development
Give Name of "Fire Tax Board" of Interest. You must reside in tax district to be appointed.	*Field not completed.*

Only complete this blank if you are applying for appointment to a Fire Tax Board.

Applicants Name	Barbara Espinosa
Email Address	besp377@gmail.com
Residential Address	239 Harrison Town Road
City	Manson
State	NC
Zip Code	27553-9013
Phone Number	2522044579
Alternate Number	*Field not completed.*
Birthdate	06/28/1959
Race	African American
Sex	f

Do you live in Warren County?	Yes
Job title	Nurse
Are you presently serving in an elected or appointed position? Please explain:	Historic Preservation
Company / Agency & Address	239 Harrison Town Road
Military experience?	No Military Experience
List your Commissioner district, info available at Elections (252) 257-2114.	III - Nutbush, Smith Creek & Hawtree
Educational Background:	
Name & address of high school	Bishop Arc Edison NJ
Name & address of college attended	JCC Smithfield NC
Degree earned	ADN/RN
List all past employment and/or volunteer experience you have had which may be beneficial in evaluating your qualifications.	*Field not completed.*
Work experience	Nurse >35 yrs. Skills needed: Ability to evaluate situations, communicate, use technical skills, calculate mathematical problems and do conversions, team minded, compare and contrast, find solutions
Volunteer experience	Historic Preservation. Noise Ordinance Task Force, Warrenton Women Group, VBS, Community groups.
How did you become aware of Warren County volunteer opportunities?	Other
Date this form completed	Jan.18, 2023
I certify by my typed initials that all information given is correct to the best of my knowledge.	Barbara Espinosa

NOTE TO APPLICANT: This form is active for six (6) months from date of submission.