



Walter M. Gardner, Jr. – Mayor
Robert Davie - Town Administrator

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**BOARD OF COMMISSIONERS REGULAR MEETING
7:00 PM SEPTEMBER 13, 2021
AGENDA**

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement, Proposed Agenda
3. Public Comments
4. Minutes of Board Meeting on August 9, 2021
5. Consent Agenda
 - a. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
 - b. Monthly Checks Report
 - c. Public Works Monthly Report
 - d. WWTP Monthly Report
 - e. Police Activity Reports
6. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - b. Public Works (Ms. Harding)
 - c. Public Safety (Ms. Scott)
 - d. Human Resources/Information Technology (Mr. Blalock)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - f. Beautification/Facilities (Ms. Britt)
 - g. Planning/Zoning/Annexation (Mr. Wethington)
7. Old Business
 - a. Town Administrator’s Report – for information
 - b. Status of Grants – for information
 - c. Norlina Past Due Amounts – for information
 - d. Follow up on Business Registrations – for information (Meredith Valentine)
 - e. Follow up on 208 Hayley Street Property
 - f. Follow up on Citizen Concerns of Street Paving – for information
 - g. High Bidder on Hazelwood Property – for discussion
 - h. ARP Community Input – for consideration (Mr. Wethington)
 - i. COVID Mitigation – for discussion/consideration
 - j. Parking Lot – for discussion
8. New Business
 - a. Museum Committee Requests – for consideration
 - b. Budget Amendment, MSSF Milanos – for consideration
 - c. Energy Savings Implementation, Lime Energy Contracts subject to attorney review – for consideration
 - d. Resolution Adopting Tar River Regional Hazard Mitigation Plan – for consideration
 - e. Resolution for Global Entrepreneurship Week – for consideration
9. Announcements
 - a. Housing Repair Grant Through Kerr-Tar COG
10. Adjournment

Conflict of Interest Disclaimer

“Members of the Town of Warrenton Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Town Board of Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.

- **In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.**
- **Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board tonight? If so, please identify the conflict and refrain from any undue participation in the particular matter involved.**

Citizen Comments

Rules for Citizen Comments

- Please sign up to speak.
- The maximum time allotted to each speaker will be five (5) minutes; The Town Administrator will keep time.
- Any group of people who support or oppose the same position should designate a spokesperson.
 - Please address only those items which might not have been addressed by a previous speaker.
 - This is not a question and answer session. If response from the Administrator, Mayor, and/or Board is desired, please leave a copy of your comment(s) with the Town Administrator.
 - After the Citizen Comments period, comments from the audience are not appropriate unless recognized by the Mayor or placed as an agenda item.
 - Order and decorum will be maintained.

Town of Warrenton
Board of Commissioners

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Town of Warrenton
"Historically Great - Progressively Strong"
Post Office Box 281
113 S. Bragg Street
Warrenton, NC 27589-0281
PHONE (252) 257-1122 FAX (252)257-9219

BOARD OF COMMISSIONERS REGULAR MEETING
AUGUST 9, 2021

Those attending were: Mayor Walter Gardner Town Administrator, Robert Davie
Commissioner Mary Hunter Police Chief Goble Lane
Commissioner Michael Coffman Jennifer Harris – Warren Record
Commissioner Mark Wethington William “Bill” Perkinson – Public Works
Commissioner Kimberly Harding Annette Silver, Minute Taker
Commissioner John Blalock
Commissioner Margaret Britt
Commissioner Edna Scott

There were 3 citizens plus Zoom viewers.

Call to Order – Pledge of Allegiance – Moment of Silence

Mayor Gardner called the Monday, August 9, 2021 meeting to order at 7:00 pm. The Pledge of Allegiance was led by Commissioner Margaret Britt. A Moment of Silence was held for those less fortunate and especially for Desiree Robertson who is fighting cancer.

Conflict of Interest Statement -Proposed Agenda

Conflict of Interest Statement was reviewed. The Proposed Agenda was presented. The word “guidelines” was requested removed from item D in Old Business. A motion was made by Commissioner Coffman with second by Commissioner Hunter to approve Proposed Agenda with changes. The motion was approved by unanimous vote.

Public Comments

Ms. Yvette Roberts was before the Board to thank Mayor Gardner, Town Administrator Davie and Chief Lane for assistance in Hayley Street and Hayley-Haywood Park improvements. There are still several concerns of the citizens that need addressing. She inquired if churches could make financial contributions to the Town for maintaining the cemetery grounds. Mayor Gardner explained that the Town had never received contributions from churches for the Town-owned cemetery.

Minutes of Board Meeting July 12, 2021

Minutes of Board Meeting of July 12, 2021 were presented. Commissioner Wethington made several corrections to the Minutes. A motion to approve the Minutes with corrections was

made by Commissioner Coffman with second by Commissioner Hunter. The motion was approved by unanimous vote.

Consent Agenda

- (a) Year-to-Date Revenue and expenditure Reports (Budget vs. Actual)
- (b) Monthly Checks Report
- (c) Public Works Report
- (d) WWTP Monthly Report
- (e) Police Activity Reports

The Consent Agenda was presented. A motion was made by Commissioner Blalock to approve the Consent Agenda with second by Commissioner Hunter. The motion was approved by unanimous vote.

COMMITTEE REPORTS

Finance and Administration Commissioner Hunter had nothing in addition to written submissions.

Public Works Commissioner Harding had no additions to written submissions. Commissioner Blalock had questions of overflow on drains during the storm which Public Works Director answered.

Public Safety Commissioner Scott reported that the Warrenton Rural Fire Department had received a Grant allowing the hiring of a part-time employee. Mayor Gardner further explained that Warren County had funded a total of four new part-time positions, one of which would be at the Warrenton Rural Fire Department. Mayor Gardner stated Fire Prevention Week will be October 3rd through 9th, 2021.

Human Resources/Information Technology Commissioner Blalock had no report for Information Technology. Robert Snow has been hired as Lab Technician at the Waste Water Treatment Plant, along with other duties at Town Hall in the Public Works Department.

Revitalization/Historic District Commission Commissioner Coffman reported on the July Historic District Commission meeting where six (6) Certificates of Appropriateness (COAs) were considered: (312 Church Street – fence for dogs; 109 S. Hall St. new roof on dwelling; 120 Front St. re-painting of sign; 534 Eaton Avenue removal of tree; 109 S. Front St. new roof; 210 N Main Street removal of tree; 327 N. Main St possible new roof (later withdrew application). Minutes of the Revitalization meeting of July 20, 2021 were discussed. Commissioner Scott had several questions of Commissioner Coffman. Mayor Gardner met with Revitalization board members Jereann King and Cheryl Bell discussing Committee. Michael Coffman informed the full Board of need to step back and create a more functional Revitalization Committee. He will meet with two Town Commissioners and Town Administrator to formulate and restructure the Committee with a plan more beneficial to current and future members and the Town overall.

Beautification/Facilities Commissioner Britt thanked Public Works Director and staff for work done on banner exchanges. She has concerns over a maple tree located at 124 S. Front Street being a hazard. Mr. Davie stated that the current property owner had plans to remove the tree. Margaret Britt also mentioned that the crape myrtles on Main Street are getting tall.

Planning/Zoning/Annexation Commissioner Wethington had no report.

OLD BUSINESS

Grants

Grant Status Fund 51 & 61 USDA Rural Development – Marshall Street has been paved. Project being completely closed out.

Fund 53 NC Commerce Main Street Downtown Redevelopment - Town working with COG and NC Commerce to facilitate difficult situation. Work must be completed by December 2021 or HUD will claw back unspent funds.

Fund 55 NC DEQ Water Infrastructure WWTP Aerators installed, lime slurry started up, connections to SCADA made. Anticipate work complete by September 2021.

NC Main Street Solutions Warrenton Brewery Grant renovation work still proceeding. Grant deadline remains September 2021 and will not be extended.

Fund 67 NC Neighborhood Revitalization Program continuing pre-construction analysis, scoping of work; preliminary report from attorney needed regarding liens, mortgages; resolving issues with homeowner in bankruptcy; contacting NC Commerce regarding high cost of materials; checking pricing on modular homes; and next steps is lead based paint analysis of all properties, except one.

Fund 69 Volkswagen Settlement Grant dump truck still on backorder. Older vehicles will be required to be salvaged.

Building Reuse Grant construction underway. Grant deadline is December 2021.

Brownfield Grant awaiting notice to proceed from EPA.

The outstanding balance with Norlina for WWTP services is \$51,229.31. A meeting is scheduled August 18th.

An update was given by Heather Slane on Warrenton National Register Historic District. Project is anticipated to start August /September 2021 with conclusion mid-2022 with public meeting and review of nomination. There have been changes since the 1976 nomination. This will provide a full and complete inventory and amend boundaries to reflect continued development and changes to the historic context of Warrenton.

Grant Project Ordinance for American Rescue Fund (ARF) was presented. There was an increase in the amount of expected funds to be received of \$25,275, making grant total \$265,474.97. A motion was made by Commissioner Blalock with second by Commissioner Hunter to approve the ARF Ordinance. The motion as approved by unanimous vote. Budget Amendment #1 was presented to increase the amount received from the APR grant. A motion was made by Commissioner Blalock with second by Commissioner Britt to approve the amendment. The motion was approved by unanimous vote.

The agreement for the salary study from Piedmont Triad Regional Council was presented. The cost for salary study is \$2500 and is already part of the current budget. A motion was made by Commissioner Blalock with second by Commissioner Hunter. The motion was approved by unanimous vote.

The Town Administrator presented information concerning water/sewer grant opportunities to be applied for, either in the Fall of 2021 or Spring of 2022. Funding is expected to be 100% grant, with \$3,000,000 available for water needs and \$3,000,000 available for sewer needs.

NEW BUSINESS

Information concerning a grant application to the NC Community Foundation in the amount of \$1400 was presented. There is no required match from the Town. Use of grant funds would be for track lighting at Frontier Warren's co-working space to highlight artists and their works as startup businesses. The total project estimated cost is \$2400 including installation, additional funding to match the grant will be in the form of donations. Grant is in cooperation with Warren County Arts Council with application deadline August 17, 2021.

Administrator presented an update of Frontier Warren events - past and present. The co-working space is now open every weekday.

Constant water damage to the properties on Battle Avenue due to storm water was discussed at length. It was agreed in motion by Commissioner Blalock with second by Commissioner Britt to survey properties and assess repairs needed first at an approximate cost of \$5000. The money will come from Fund Balance account until American Rescue Plan (ARP) funds are clarified. The motion was approved by unanimous vote.

Commissioner Wethington suggested that the BOC develop a plan for resident input about the use of ARP funds and that we should not spend any of this money until use of the money is clarified and we have put in place a means of receiving community input. He also noted that best practice being suggested is that the Board also wait until the NC State Assembly makes decisions about ARP funds in case there is a way of leveraging our town monies by matching state opportunities for funding.

A contract from Whitco Termite and Pest Control, Inc. was presented to address termite infestation at Town Hall. A motion was made by Commissioner Coffman with second by Commissioner Hunter to approve the contract for \$2156. The motion was approved by unanimous vote.

A new software module has been received for tracking business licenses, fire inspections, and properties lying within the Historic District. The Town Administrator asked the Board for permission to develop a no-fee business license in order to facilitate reporting to NC Main Street and know what businesses are operating in Town. He will work with the Town attorney to update ordinances to present to the Board at a future date. A motion was made by Commissioner Hunter with second by Commissioner Harding to approve the development of a business registration or license. The motion was approved by unanimous vote.

Support for the Memorandum of Agreement between Warren County and the State of North Carolina regarding opioid lawsuit. A motion was made by Commissioner Blalock with second by Commissioner Hunter to support Warren County in the NC MOA opioid lawsuit.

ANNOUNCEMENTS

Mayor Gardner announced the Town of Warrenton has been selected to receive a 2021 Gertrude S. Carraway Award of Merit from Preservation North Carolina for the renovation of the Warrenton Town Hall Building. The Honor Awards will be presented virtually Friday, October 22, 2021.

Pointe Realty will have a ribbon cutting at noon on Wednesday, August 11, 2021. Mayor mentioned that the WRFD fire apparatus will be at the Fire Expo event in Raleigh this coming weekend.

Budget vs Actual

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Period Ending 8/31/2021

34 FRONTIER WARREN							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
34-335-344 Contribution from WC to Frontier Warren	10,000	0.00	0.00	0.00	(10,000.00)		
34-351-422 Rent Paid to Town Frontier Warren	24,000	2,320.00	3,880.00	3,880.00	(20,120.00)	16%	
34-352-363 Donations	2,000	67.50	100.50	100.50	(1,899.50)	5%	
Revenues Totals:	36,000	2,387.50	3,980.50	3,980.50	(32,019.50)	11%	
Expenses							
34-405-203 Supplies	500	297.15	382.81	382.81	117.19	77%	
34-405-250 Lights/Heat/Security	4,000	381.65	772.41	772.41	3,227.59	19%	
34-405-251 Telephone/Internet	3,000	457.94	653.88	653.88	2,346.12	22%	
34-405-255 Bldg Maint/Clean Srvs	2,500	270.00	810.00	810.00	1,690.00	32%	
34-405-309 Advertising	1,500	0.00	0.00	0.00	1,500.00		
34-405-332 Signs below \$5,000	500	0.00	0.00	0.00	500.00		
34-405-400 Liability Insurance	30	0.00	0.00	0.00	30.00		
34-405-422 Rent Paid by Town	36,000	3,000.00	9,000.00	9,000.00	27,000.00	25%	
34-405-499 Miscellaneous	970	260.00	260.00	260.00	710.00	27%	
Non-Departmental Totals:	49,000	4,666.74	11,879.10	11,879.10	37,120.90	24%	
Expenses Totals:	49,000	4,666.74	11,879.10	11,879.10	37,120.90	24%	
34 FRONTIER WARREN	Revenues Over/(Under) Expenses:	(2,094.24)	(7,695.10)	(7,695.10)			

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
37-302-301 Ad Valorem Taxes - Current	403,379	0.00	1,561.79	1,561.79	(401,817.21)	0%	
37-302-302 Ad Valorem Taxes - Prior Year	6,000	0.00	229.01	229.01	(5,770.99)	4%	
37-302-303 Ad Valorem Taxes - all other prior years	3,000	0.00	1,374.74	1,374.74	(1,625.26)	46%	
37-302-304 Ad Valorem Taxes - Penalties & Interest	1,800	0.00	603.58	603.58	(1,196.42)	34%	
37-307-310 Motor Vehicles - Current	36,007	3,742.98	7,448.32	7,448.32	(28,558.68)	21%	
37-320-320 Local Option Sales Tax Monthly	270,000	0.00	23,997.15	23,997.15	(246,002.85)	9%	
37-325-325 Utility Franchise Tax Quarterly	86,000	0.00	0.00	0.00	(86,000.00)		
37-325-326 Beer & Wine Tax Annual	3,600	0.00	0.00	0.00	(3,600.00)		
37-325-328 Refund of Gas Tax paid monthly	1,000	148.01	237.90	237.90	(762.10)	24%	
37-325-329 PD Narcotics Tax	100	0.00	0.00	0.00	(100.00)		
37-335-335 Powell Bill	24,128	0.00	0.00	0.00	(24,128.00)		
37-345-345 Zone Board of Adj	500	0.00	0.00	0.00	(500.00)		
37-345-346 Code Enforcement	2,750	300.00	525.00	525.00	(2,225.00)	19%	
37-351-350 Run Warrenton 5K	2,500	0.00	0.00	0.00	(2,500.00)		
37-351-353 Landfill Fees Residential	180,480	15,210.74	30,648.13	30,648.13	(149,831.87)	17%	
37-351-355 Cemetery Fees	1,400	0.00	0.00	0.00	(1,400.00)		
37-351-356 Police Rpt Fees	50	0.00	5.00	5.00	(45.00)	10%	
37-351-357 Court Fees	300	27.00	45.00	45.00	(255.00)	15%	
37-351-360 Cell Tower Rent	29,400	0.00	2,695.00	2,695.00	(26,705.00)	9%	
37-351-361 Parking/Ordinance Collections PD	250	50.00	50.00	50.00	(200.00)	20%	
37-351-401 Debt Setoff Landfill	100	53.00	53.00	53.00	(47.00)	53%	
37-365-001 Interest Income	50	0.00	1.41	1.41	(48.59)	3%	
37-365-351 Revitalization Comm	9,500	0.00	20.00	20.00	(9,480.00)	0%	
37-365-358 Branded Merchandise for Sales	500	0.00	0.00	0.00	(500.00)		
37-365-366 Surplus Property	1,500	0.00	0.00	0.00	(1,500.00)		

Budget vs Actual

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Period Ending 8/31/2021

37 GENERAL FUND

Description	Budget	MTD	QTD	YTD	Variance	Percent
37-365-370 WWTP 25% of GF Exp	44,247	0.00	3,576.53	3,576.53	(40,670.47)	8%
37-365-371 WS 25% of GF Exp	87,356	0.00	7,334.24	7,334.24	(80,021.76)	8%
37-365-401 Mis/Revenue/License Tags	100	0.00	0.00	0.00	(100.00)	
37-365-410 Interest Investment NCCMT	500	0.00	4.41	4.41	(495.59)	1%
37-365-501 Misc Revenue POLICE	500	0.00	0.00	0.00	(500.00)	
37-395-396 Apropriated Fund Balance (Budget Only)	78,102	0.00	0.00	0.00	(78,102.00)	
Revenues Totals:	1,275,099	19,531.73	80,410.21	80,410.21	(1,194,688.79)	6%
Expenses						
37-401-010 Salary - Full Time	128,031	10,191.98	20,383.96	20,383.96	107,647.04	16%
37-401-012 Salary - Adm Assistant	47,353	3,600.00	7,200.00	7,200.00	40,153.00	15%
37-401-020 ER-FICA Taxes	9,747	779.12	1,558.24	1,558.24	8,188.76	16%
37-401-021 ER-FICA Taxes - Adm Assistant	3,623	274.84	549.68	549.68	3,073.32	15%
37-401-030 ER-Retirement - Orbit	31,806	2,510.14	5,020.28	5,020.28	26,785.72	16%
37-401-040 ER-Health Insurance	24,780	1,951.53	5,765.19	5,765.19	19,014.81	23%
37-401-050 ER-Life Insurance	504	48.00	144.00	144.00	360.00	29%
37-401-060 ER-Workman's Comp	400	0.00	293.21	293.21	106.79	73%
37-401-200 Travel Expense	1,200	0.00	0.00	0.00	1,200.00	
37-401-203 Supplies	5,000	248.97	472.28	472.28	4,527.72	9%
37-401-250 Light, Heat & Security	12,000	488.79	756.66	756.66	11,243.34	6%
37-401-251 Telephone & Postage	3,000	242.99	479.11	479.11	2,520.89	16%
37-401-255 Bldg. Maint/ Clean SVS	6,000	1,863.90	1,923.90	1,923.90	4,076.10	32%
37-401-256 Bank Fees/ Petty Cash	1,500	250.00	450.00	450.00	1,050.00	30%
37-401-295 Training	1,400	0.00	0.00	0.00	1,400.00	
37-401-301 Computer Maint	3,600	249.64	575.22	575.22	3,024.78	16%
37-401-302 Software Support	2,675	29.98	59.96	59.96	2,615.04	2%
37-401-304 Website	1,575	0.00	375.00	375.00	1,200.00	24%
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00	
37-401-307 Special Events	500	0.00	0.00	0.00	500.00	

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-401-309 Advertising	1,300	0.00	87.33	87.33	1,212.67	7%	
37-401-310 Dues & Subscriptions	2,800	100.00	1,921.00	1,921.00	879.00	69%	
37-401-325 NC Sales/Use Tax Paid (No Tax)	700	0.00	73.74	73.74	626.26	11%	
37-401-400 Liability Insurance	7,072	0.00	0.00	0.00	7,072.00		
37-401-401 County Tax Collection Svs	8,000	153.84	375.11	375.11	7,624.89	5%	
37-401-405 Audit Expense	9,200	0.00	2,166.67	2,166.67	7,033.33	24%	
37-401-410 Election Cost	3,200	0.00	0.00	0.00	3,200.00		
37-401-415 Economic Development	12,000	1,000.00	3,000.00	3,000.00	9,000.00	25%	
37-401-420 Attorney Fees	28,500	0.00	0.00	0.00	28,500.00		
37-401-499 Miscellaneous Expense	3,000	0.00	23.33	23.33	2,976.67	1%	
37-401-700 WDRI Grant Expense	132	0.00	0.00	0.00	132.00		
37-401-801 Town Hall Roof Loan-Principal	5,416	0.00	428.95	428.95	4,987.05	8%	
37-401-803 USDA Town Hall/WS Loan Principal	4,430	0.00	0.00	0.00	4,430.00		
37-401-831 Town Hall Roof Loan - Interest Admin	252	0.00	43.30	43.30	208.70	17%	
37-401-833 USDA Town Hall/WS Loan Interest	2,850	0.00	0.00	0.00	2,850.00		
37-401-998 Contingency	1,000	0.00	0.00	0.00	1,000.00		
General Government Totals:	375,046	23,983.72	54,126.12	54,126.12	320,919.88	14%	
37-402-014 Mayor Part Time Salary	1,500	125.00	250.00	250.00	1,250.00	17%	
37-402-020 ER - FICA TAXES	115	9.56	19.12	19.12	95.88	17%	
37-402-200 Travel Expense	500	0.00	0.00	0.00	500.00		
37-402-295 Training	225	0.00	0.00	0.00	225.00		
37-402-402 Commission offsite meetings	50	0.00	0.00	0.00	50.00		
Governing Body Totals:	2,390	134.56	269.12	269.12	2,120.88	11%	
37-405-407 Branded Clothing Sales	500	0.00	0.00	0.00	500.00		
37-405-430 Historic District Comm	14,870	1,480.00	1,480.00	1,480.00	13,390.00	10%	
37-405-440 Run Warrenton 5K	2,500	0.00	0.00	0.00	2,500.00		

Budget vs Actual

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Period Ending 8/31/2021

37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-405-450 Revitalization Comm	9,500	0.00	60.00	60.00	9,440.00	1%	
37-405-470 Small Town Maint St	2,200	375.00	375.00	375.00	1,825.00	17%	
Non-Departmental Totals:	29,570	1,855.00	1,915.00	1,915.00	27,655.00	6%	
37-501-010 SALARY FULL TIME	217,173	16,239.81	33,302.99	33,302.99	183,870.01	15%	
37-501-014 Salary - Part Time	10,000	420.00	540.00	540.00	9,460.00	5%	
37-501-016 Police Clerical Salary	34,795	2,676.80	5,353.60	5,353.60	29,441.40	15%	
37-501-019 Salary - Over-Time	5,000	546.40	628.36	628.36	4,371.64	13%	
37-501-020 ER-FICA Taxes	20,066	1,507.14	3,018.78	3,018.78	17,047.22	15%	
37-501-030 ER - Retirement Orbit	48,440	3,658.08	7,383.98	7,383.98	41,056.02	15%	
37-501-031 ER - 401K 5%	10,912	839.31	1,696.57	1,696.57	9,215.43	16%	
37-501-040 ER - Health Insurance	38,960	3,252.50	9,608.50	9,608.50	29,351.50	25%	
37-501-050 ER - Life Insurance	1,010	96.00	288.00	288.00	722.00	29%	
37-501-060 ER - Workman's Comp	6,420	0.00	4,567.48	4,567.48	1,852.52	71%	
37-501-200 Travel Expense	1,000	40.16	40.16	40.16	959.84	4%	
37-501-203 Supplies	3,000	347.93	459.57	459.57	2,540.43	15%	
37-501-204 Uniforms	2,000	298.11	298.11	298.11	1,701.89	15%	
37-501-205 Equipment & Material	3,000	217.88	217.88	217.88	2,782.12	7%	
37-501-250 Light, Heat & Security	10,908	414.60	617.67	617.67	10,290.33	6%	
37-501-251 Telephone & Postage	9,387	852.34	1,623.32	1,623.32	7,763.68	17%	
37-501-252 Fuel	14,000	2,029.25	4,034.34	4,034.34	9,965.66	29%	
37-501-255 Bldg Maint/Clean Svs	5,904	1,863.90	1,923.90	1,923.90	3,980.10	33%	
37-501-295 Training	2,000	0.00	0.00	0.00	2,000.00		
37-501-301 Computer Maint	5,606	333.00	666.00	666.00	4,940.00	12%	
37-501-302 Software Support	6,665	0.00	525.00	525.00	6,140.00	8%	
37-501-351 Maint & Repair Equip	3,000	24.70	24.70	24.70	2,975.30	1%	
37-501-370 2019 Dodge Car 100	1,000	31.04	31.04	31.04	968.96	3%	
37-501-371 2017 Dodge Car 200	1,000	0.00	0.00	0.00	1,000.00		
37-501-372 2016 Dodge Car 300	1,000	0.00	120.00	120.00	880.00	12%	
37-501-373 2017 Dodge Car 400	1,000	65.61	65.61	65.61	934.39	7%	

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-501-374 2010 Ford Car 500	1,000	0.00	0.00	0.00	1,000.00		
37-501-375 2008 Ford Car 600	1,000	0.00	0.00	0.00	1,000.00		
37-501-376 2019 Dodge Car 700	1,000	396.84	443.55	443.55	556.45	44%	
37-501-400 Liability Insurance	12,400	0.00	0.00	0.00	12,400.00		
37-501-415 Police Shots Medical	500	0.00	0.00	0.00	500.00		
37-501-433 COP Program	500	0.00	0.00	0.00	500.00		
37-501-436 PD Narcotics Tax/Proceeds	142	0.00	0.00	0.00	142.00		
37-501-499 Miscellaneous	4,660	372.59	395.92	395.92	4,264.08	8%	
37-501-801 Town Hall Roof Loan Principal	5,280	0.00	428.96	428.96	4,851.04	8%	
37-501-802 Police 2017 Cars Loan Principal (USDA)	4,206	0.00	4,206.00	4,206.00	0.00	100%	
37-501-803 Police Security Camera Loan Principal (USDA)	1,243	0.00	0.00	0.00	1,243.00		
37-501-804 Police 2019 Cars Loan Principal (USDA)	4,545	0.00	0.00	0.00	4,545.00		
37-501-831 Town Hall Roof Loan - Interest PD	388	0.00	43.31	43.31	344.69	11%	
37-501-832 Police 2017 Cars Loan Interest (USDA)	574	0.00	574.00	574.00	0.00	100%	
37-501-833 Police Security Camera Loan Interest (USDA)	91	0.00	0.00	0.00	91.00		
37-501-834 Police 2019 Cars Loan Interest (USDA)	882	0.00	0.00	0.00	882.00		
Police Department Totals:	501,657	36,523.99	83,127.30	83,127.30	418,529.70	17%	
37-601-014 Salary - Part Time Code Enforcement	3,000	183.60	1,018.31	1,018.31	1,981.69	34%	
37-601-020 ER-FICA Taxes	230	14.04	35.11	35.11	194.89	15%	
37-601-252 Fuel/Truck Expense/Insurance	435	0.00	0.00	0.00	435.00		
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	200.00		
37-601-437 Contract Srvs Fire Protection	70,000	5,833.33	5,833.33	5,833.33	64,166.67	8%	
37-601-475 Donation to Town Fire	1,500	0.00	0.00	0.00	1,500.00		

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-601-476 Code Enforcement Exp	5,300	0.00	0.00	0.00	5,300.00		
37-601-710 Fire Museum Expense	10,000	0.00	0.00	0.00	10,000.00		
Fire Totals:	90,665	6,030.97	6,886.75	6,886.75	83,778.25	8%	
37-651-330 Christmas Lights/Santa House	600	0.00	0.00	0.00	600.00		
37-651-331 Haley Haywood Park	1,650	0.00	0.00	0.00	1,650.00		
37-651-332 Signs below \$5,000	2,500	0.00	0.00	0.00	2,500.00		
37-651-333 Street Beautification - Below \$5,000	4,765	409.64	409.64	409.64	4,355.36	9%	
37-651-335 Street Lighting Electric Bill	23,000	1,806.91	3,613.82	3,613.82	19,386.18	16%	
Signs and Lights Totals:	32,515	2,216.55	4,023.46	4,023.46	28,491.54	12%	
37-701-010 Salary - Full Time	56,378	3,321.23	6,743.60	6,743.60	49,634.40	12%	
37-701-014 Salary - Part Time	16,316	1,139.46	2,265.64	2,265.64	14,050.36	14%	
37-701-019 Over-Time	1,274	0.00	61.55	61.55	1,212.45	5%	
37-701-020 ER-FICA Taxes	5,659	340.05	691.54	691.54	4,967.46	12%	
37-701-030 ER - Retirement - Orbit	13,832	811.84	1,639.21	1,639.21	12,192.79	12%	
37-701-040 ER-Health Insurance	14,114	859.57	2,530.10	2,530.10	11,583.90	18%	
37-701-050 ER-Life Insurance	269	26.24	71.72	71.72	197.28	27%	
37-701-060 ER-Workman's Comp	1,837	0.00	1,836.17	1,836.17	0.83	100%	
37-701-203 Supplies	3,619	368.25	986.35	986.35	2,632.65	27%	
37-701-204 Uniforms	3,720	374.52	374.52	374.52	3,345.48	10%	
37-701-251 Telephone & Postage	936	76.37	152.74	152.74	783.26	16%	
37-701-252 Fuel	8,000	0.00	613.34	613.34	7,386.66	8%	
37-701-256 Street Maintenance	33,481	9,558.00	9,558.00	9,558.00	23,923.00	29%	
37-701-312 Tree Removal	1,200	500.00	500.00	500.00	700.00	42%	
37-701-351 Maint & Repair Equip	9,187	0.00	0.00	0.00	9,187.00		
37-701-352 Vehicle Maintenance	4,912	0.00	0.00	0.00	4,912.00		
37-701-400 Liability Insurance	6,328	0.00	0.00	0.00	6,328.00		
37-701-431 Street Debris Disposal	2,500	0.00	0.00	0.00	2,500.00		
Streets Totals:	183,562	17,375.53	28,024.48	28,024.48	155,537.52	15%	

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37 GENERAL FUND							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
37-710-361 Maint & Repair POWELL BILL	18,167	0.00	0.00	0.00	18,167.00		
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	100.00		
37-710-810 BB&T Battle Ave Sewer Loan POWELL - Prin	5,637	0.00	0.00	0.00	5,637.00		
37-710-830 BB&T Battle Ave Sewer Loan POWELL - Int	224	0.00	0.00	0.00	224.00		
Powell Bill Totals:	24,128	0.00	0.00	0.00	24,128.00		
37-801-010 Salary - Full Time Sanitation	48,527	3,732.72	7,465.44	7,465.44	41,061.56	15%	
37-801-019 Salary - Over Time Sanitation	678	0.00	0.00	0.00	678.00		
37-801-020 ER - FICA Sanitation	3,764	279.62	559.24	559.24	3,204.76	15%	
37-801-030 ER - Retirement - Orbit Sanitation	9,201	679.36	1,358.72	1,358.72	7,842.28	15%	
37-801-040 ER - Health Insurance	11,101	871.08	2,573.01	2,573.01	8,527.99	23%	
37-801-050 ER - Life Insurance	227	21.60	64.80	64.80	162.20	29%	
37-801-060 Workman's Compensation	4,080	0.00	4,079.31	4,079.31	0.69	100%	
37-801-203 Supplies	750	0.00	236.36	236.36	513.64	32%	
37-801-204 Uniforms	2,196	268.37	268.37	268.37	1,927.63	12%	
37-801-251 Telephone & Postage	516	41.05	82.10	82.10	433.90	16%	
37-801-252 Fuel	3,000	60.54	237.93	237.93	2,762.07	8%	
37-801-350 Landfull Fees	19,300	1,566.46	3,475.96	3,475.96	15,824.04	18%	
37-801-352 Vehicle Maintenance	377	0.00	210.00	210.00	167.00	56%	
37-801-400 Liability Insurance	3,555	0.00	1,410.00	1,410.00	2,145.00	40%	
Sanitation Totals:	107,272	7,520.80	22,021.24	22,021.24	85,250.76	21%	
37-901-889 Transfer Out to USDA Loan Reserve	1,883	0.00	0.00	0.00	1,883.00		
Transfers Out Totals:	1,883	0.00	0.00	0.00	1,883.00		
Expenses Totals:	1,348,688	95,641.12	200,393.47	200,393.47	1,148,294.53	15%	
37 GENERAL FUND Revenues Over/(Under) Expenses:		(75,817.78)	(120,965.71)	(120,965.71)			

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
38-351-401 Water Sales	776,347	63,600.49	133,134.63	133,134.63	(643,212.37)	17%	
38-351-402 Debt Setoff WATER	302	37.37	37.37	37.37	(264.63)	12%	
38-351-404 Sewer Services	594,414	45,836.52	100,263.81	100,263.81	(494,150.19)	17%	
38-351-407 Debt Setoff SEWER	501	41.74	41.74	41.74	(459.26)	8%	
38-351-408 Town Taps	4,616	0.00	4,673.54	4,673.54	57.54	101%	
38-351-416 Dis/Reconnection Fee	7,320	1,052.06	1,797.06	1,797.06	(5,522.94)	25%	
38-351-417 Fire Sprinkler	2,253	215.28	393.42	393.42	(1,859.58)	17%	
38-351-418 Late Fees/Penalty/Cut Off	12,741	50.00	46.38	46.38	(12,694.62)	0%	
38-351-419 Returned Check Fee	430	75.00	75.00	75.00	(355.00)	17%	
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	27	55.00	55.00	55.00	28.00	204%	
38-365-001 Interest Income	26	0.00	3.14	3.14	(22.86)	12%	
38-365-421 Account Activation Fee	2,875	325.00	675.00	675.00	(2,200.00)	23%	
38-365-851 Misc Revenue WATER	63	1.50	1.50	1.50	(61.50)	2%	
Revenues Totals:	1,401,915	111,289.96	241,197.59	241,197.59	(1,160,717.41)	17%	
Expenses							
38-851-010 Salary Full Time	97,849	6,460.97	12,723.21	12,723.21	85,125.79	13%	
38-851-014 Salary - Part Time	18,194	1,293.25	2,658.38	2,658.38	15,535.62	15%	
38-851-019 Salary Over-Time	6,477	251.76	924.08	924.08	5,552.92	14%	
38-851-020 ER-FICA Taxes	9,373	588.39	1,199.24	1,199.24	8,173.76	13%	
38-851-030 ER - Retirement Orbit	17,584	858.94	1,796.69	1,796.69	15,787.31	10%	
38-851-040 ER - Health Insurance WATER	18,024	1,147.86	2,952.11	2,952.11	15,071.89	16%	
38-851-050 ER - Life Insurance	365	33.52	87.90	87.90	277.10	24%	
38-851-060 ER - Workman's Comp	2,599	0.00	1,053.52	1,053.52	1,545.48	41%	
38-851-200 Travel Expense	250	0.00	0.00	0.00	250.00		
38-851-203 Supplies	37,239	4,328.34	4,878.35	4,878.35	32,360.65	13%	
38-851-204 Uniforms	2,172	206.66	206.66	206.66	1,965.34	10%	
38-851-250 Light & Heat & Security	4,374	252.92	550.68	550.68	3,823.32	13%	

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-251 Telephone & Postage	8,029	650.92	1,316.78	1,316.78	6,712.22	16%	
38-851-252 Fuel	6,000	0.00	679.14	679.14	5,320.86	11%	
38-851-255 Bldg. Maint/Clean Svs	3,039	931.94	961.94	961.94	2,077.06	32%	
38-851-260 Electric Tank/Pumps	3,000	168.89	340.03	340.03	2,659.97	11%	
38-851-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-851-301 Computer Maintenance	2,547	172.04	312.09	312.09	2,234.91	12%	
38-851-302 Software Support	10,492	0.00	9,405.00	9,405.00	1,087.00	90%	
38-851-305 Technology Upgrades	2,250	0.00	0.00	0.00	2,250.00		
38-851-309 Advertising	250	113.27	147.12	147.12	102.88	59%	
38-851-310 Dues & Subscriptions	389	12.50	25.00	25.00	364.00	6%	
38-851-313 State Permits	1,250	61.59	61.59	61.59	1,188.41	5%	
38-851-345 Water Tank Contract	16,836	0.00	4,208.88	4,208.88	12,627.12	25%	
38-851-347 Lab Analysis	1,460	70.00	70.00	70.00	1,390.00	5%	
38-851-351 Maint. & Repair Equip	994	336.27	911.56	911.56	82.44	92%	
38-851-352 Vehicle Maintenance	3,500	0.00	70.00	70.00	3,430.00	2%	
38-851-400 Town Liability Insurance	7,160	0.00	0.00	0.00	7,160.00		
38-851-405 Audit Expense	4,347	0.00	1,083.33	1,083.33	3,263.67	25%	
38-851-448 External Contract	14,784	367.50	9,241.79	9,241.79	5,542.21	63%	
38-851-451 Water Purchase	201,423	32,451.55	48,053.31	48,053.31	153,369.69	24%	
38-851-801 Town Hall Roof Loan - Principal	2,708	0.00	214.47	214.47	2,493.53	8%	
38-851-802 USDA Public Works Trucks - Princ Water	2,567	0.00	0.00	0.00	2,567.00		
38-851-803 USDA Town Hall/WS Loan Principal	26,000	0.00	0.00	0.00	26,000.00		
38-851-831 Town Hall Roof Loan - Interest Water	126	0.00	21.65	21.65	104.35	17%	
38-851-833 USDA Town Hall/WS Loan Interest	14,423	0.00	0.00	0.00	14,423.00		
38-851-836 USDA Public Works Trucks - Int Water	351	0.00	0.00	0.00	351.00		

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-851-895 Grass Cutting Expense	16,000	1,125.00	2,250.00	2,250.00	13,750.00	14%	
38-851-896 WS 25% of GF Expense	43,678	0.00	3,667.12	3,667.12	40,010.88	8%	
Water Totals:	608,728	51,884.08	112,071.62	112,071.62	496,656.38	18%	
38-852-010 Salary - Full Time	97,849	6,460.97	12,723.21	12,723.21	85,125.79	13%	
38-852-014 Salary - Part Time	18,194	1,293.25	2,658.23	2,658.23	15,535.77	15%	
38-852-019 Salary - Over Time Sewer	6,477	1,492.99	2,286.38	2,286.38	4,190.62	35%	
38-852-020 ER - FICA Sewer	9,373	704.81	1,346.36	1,346.36	8,026.64	14%	
38-852-030 ER-Retirement Orbit	17,584	1,034.51	2,009.25	2,009.25	15,574.75	11%	
38-852-040 ER-Health Insurance SEWER	18,025	1,148.73	2,954.71	2,954.71	15,070.29	16%	
38-852-050 ER-Life Insurance	310	34.16	89.82	89.82	220.18	29%	
38-852-060 ER-Workman's Comp	1,195	0.00	1,053.51	1,053.51	141.49	88%	
38-852-200 Travel Expense	225	0.00	0.00	0.00	225.00		
38-852-203 Supplies	28,746	10,049.96	10,589.83	10,589.83	18,156.17	37%	
38-852-204 Uniforms	2,172	206.61	206.61	206.61	1,965.39	10%	
38-852-250 Light & Heat & Security	5,981	252.91	550.65	550.65	5,430.35	9%	
38-852-251 Telephone & Postage	8,029	650.89	1,323.72	1,323.72	6,705.28	16%	
38-852-252 Fuel	6,000	156.80	835.94	835.94	5,164.06	14%	
38-852-255 Bldg. Maint/Clean Svs	3,039	931.94	961.94	961.94	2,077.06	32%	
38-852-260 Electric Tank/Pumps	14,000	777.03	1,665.44	1,665.44	12,334.56	12%	
38-852-296 Continuing Education	625	0.00	0.00	0.00	625.00		
38-852-301 Computer Maint.	2,547	172.03	312.08	312.08	2,234.92	12%	
38-852-302 Software Support	10,492	0.00	9,404.99	9,404.99	1,087.01	90%	
38-852-305 Technology Upgrades	2,250	0.00	0.00	0.00	2,250.00		
38-852-309 Advertising	500	113.26	147.10	147.10	352.90	29%	
38-852-310 Dues & Subscriptions	400	12.50	25.00	25.00	375.00	6%	
38-852-313 State Permits	1,250	0.00	0.00	0.00	1,250.00		
38-852-351 Maint & Repair Equip	1,000	336.27	911.56	911.56	88.44	91%	
38-852-352 Vehicle Maintenance	3,500	0.00	0.00	0.00	3,500.00		
38-852-400 Liability Insurance	7,160	0.00	0.00	0.00	7,160.00		

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38 WATER / SEWER							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
38-852-405 Audit Expense	4,347	0.00	1,083.33	1,083.33	3,263.67	25%	
38-852-435 Purchase of Sewer Services	334,513	0.00	0.00	0.00	334,513.00		
38-852-448 External Contract	35,939	7,897.71	8,709.21	8,709.21	27,229.79	24%	
38-852-473 WWTP Rehab Annual Payment	25,357	0.00	0.00	0.00	25,357.00		
38-852-801 Town Hall Roof Loan - Principal	2,708	0.00	214.48	214.48	2,493.52	8%	
38-852-802 USDA Public Works Trucks - Princ Sewer	2,567	0.00	0.00	0.00	2,567.00		
38-852-803 USDA Town Hall/WS Loan Principal	26,000	0.00	0.00	0.00	26,000.00		
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,977	0.00	0.00	0.00	14,977.00		
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	0.00	1,000.00		
38-852-810 BB&T Battle Avenue Sewer Loan - Principal	6,485	0.00	0.00	0.00	6,485.00		
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	0.00	0.00	0.00	13,750.00		
38-852-830 BB&T Battle Ave Sewer Loan - Int	267	0.00	0.00	0.00	267.00		
38-852-831 Town Hall Roof Loan - Interest Sewer	126	0.00	21.66	21.66	104.34	17%	
38-852-833 USDA Town Hall/WS Loan Interest	14,423	0.00	0.00	0.00	14,423.00		
38-852-836 USDA Public Works Trucks - Int Sewer	351	0.00	0.00	0.00	351.00		
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	3,300	0.00	0.00	0.00	3,300.00		
38-852-896 WS 25% of GF Expense	43,678	0.00	3,667.12	3,667.12	40,010.88	8%	
38-852-998 Contingency	16,807	0.00	0.00	0.00	16,807.00		
Sewer Expenses Totals:	813,518	33,727.33	65,752.13	65,752.13	747,765.87	8%	
38-901-889 Transfer Out to USDA Loan Reserve	8,669	0.00	0.00	0.00	8,669.00		
Transfers Out Totals:	8,669	0.00	0.00	0.00	8,669.00		

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Expenses Totals:	1,430,915	85,611.41	177,823.75	177,823.75	1,253,091.25	12%
38 WATER / SEWER Revenues Over/(Under) Expenses:		25,670.57	63,368.06	63,368.06		

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39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
Revenues							
39-351-470 Town Sewer Revenues	334,513	0.00	0.00	0.00	(334,513.00)		
39-351-471 Sewer Revenues - County	190,349	0.00	0.00	0.00	(190,349.00)		
39-351-472 Sewer Rev Norlina	194,521	0.00	0.00	0.00	(194,521.00)		
39-365-861 Misc Revenue WWTP	19,828	244.50	244.50	244.50	(19,583.50)	1%	
Revenues Totals:	739,211	244.50	244.50	244.50	(738,966.50)	0%	
Expenses							
39-861-010 Salary - Full Time	168,825	12,186.53	23,601.01	23,601.01	145,223.99	14%	
39-861-014 Salary - Part Time	13,673	1,289.30	2,648.81	2,648.81	11,024.19	19%	
39-861-019 Over-Time	14,064	1,682.32	2,235.52	2,235.52	11,828.48	16%	
39-861-020 ER-FICA Taxes	15,037	966.16	1,792.69	1,792.69	13,244.31	12%	
39-861-030 ER - Retirement Orbit	33,686	2,035.28	3,871.42	3,871.42	29,814.58	11%	
39-861-040 ER- Health Insurance	27,820	1,813.40	4,648.09	4,648.09	23,171.91	17%	
39-861-050 ER-Life Insurance	625	44.48	105.76	105.76	519.24	17%	
39-861-060 ER-Workman's Comp	2,324	0.00	2,048.23	2,048.23	275.77	88%	
39-861-200 Travel Expense	500	0.00	0.00	0.00	500.00		
39-861-203 Supplies	41,130	11,442.88	18,734.63	18,734.63	22,395.37	46%	
39-861-204 Uniforms	3,120	244.41	244.41	244.41	2,875.59	8%	
39-861-250 Light, Heat & Security	95,000	7,380.89	14,343.37	14,343.37	80,656.63	15%	
39-861-251 Telephone & Postage	7,873	649.61	1,329.04	1,329.04	6,543.96	17%	
39-861-252 Fuel	9,000	0.00	664.93	664.93	8,335.07	7%	
39-861-296 Continuing Education	1,225	0.00	0.00	0.00	1,225.00		
39-861-301 Computer Maint.	4,364	304.10	584.18	584.18	3,779.82	13%	
39-861-302 Software Support	2,672	0.00	774.99	774.99	1,897.01	29%	
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	2,000.00		
39-861-309 Advertising	1,000	113.26	180.95	180.95	819.05	18%	
39-861-318 Freight Charges	1,900	230.36	314.93	314.93	1,585.07	17%	
39-861-342 Maint & Repair Plant	80,000	2,143.00	2,143.00	2,143.00	77,857.00	3%	

Budget vs Actual

Town of Warrenton
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Period Ending 8/31/2021

39 WWTP							
Description	Budget	MTD	QTD	YTD	Variance	Percent	
39-861-344 Sludge Removal	60,000	0.00	6,615.00	6,615.00	53,385.00	11%	
39-861-345 Beaver Control	750	0.00	0.00	0.00	750.00		
39-861-346 Lab Material & Supplies	9,150	627.62	2,578.88	2,578.88	6,571.12	28%	
39-861-347 Lab Analysis	18,466	1,360.50	1,360.50	1,360.50	17,105.50	7%	
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	3,000.00		
39-861-349 OSHAComp/Safety M&S	1,000	0.00	0.00	0.00	1,000.00		
39-861-352 Vehicle Maintenance	4,250	0.00	0.00	0.00	4,250.00		
39-861-400 Liability Insurance	20,500	0.00	0.00	0.00	20,500.00		
39-861-405 Audit Expense	8,694	0.00	2,166.67	2,166.67	6,527.33	25%	
39-861-441 Certify Lab Services	1,000	0.00	0.00	0.00	1,000.00		
39-861-444 Permits & Fees	6,200	3,440.00	5,190.00	5,190.00	1,010.00	84%	
39-861-446 Influent Debri removal	3,856	363.72	726.53	726.53	3,129.47	19%	
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	23,607.00		
39-861-897 WWTP 25% of GF Exp	44,247	0.00	3,576.53	3,576.53	40,670.47	8%	
39-861-998 Contingency	8,653	0.00	0.00	0.00	8,653.00		
WWTP - Expenses Totals:	739,211	48,317.82	102,480.07	102,480.07	636,730.93	14%	
Expenses Totals:	739,211	48,317.82	102,480.07	102,480.07	636,730.93	14%	
39 WWTP	Revenues Over/(Under) Expenses:	(48,073.32)	(102,235.57)	(102,235.57)			

Check Listing

Date From: 8/1/2021 Date To: 8/31/2021

Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

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Check Number	Bank	Vendor	Date	Amount
63873	30	ALANNA FLYNNE MEARES	08/02/2021	<u>\$1,000.00</u>
63874	30	BLUE RIDGE SPRINGS, INC	08/02/2021	<u>\$30.00</u>
63875	30	DOCUMENT SYSTEMS, INC	08/02/2021	<u>\$170.78</u>
63876	30	FLEMING INVESTMENT COMPANY	08/02/2021	<u>\$3,000.00</u>
63877	30	FRONTIER NATURAL GAS	08/02/2021	<u>\$12.42</u>
63878	30	UNIFIRST CORPORATION	08/02/2021	<u>\$317.10</u>
63879	30	WATER GUARD, INC.	08/02/2021	<u>\$2,406.91</u>
63880	30	AHNER SECURITY INC.	08/04/2021	<u>\$106.75</u>
63881	30	CAROLINA DIGITAL PHONE INC	08/04/2021	<u>\$316.00</u>
63882	30	Core & Main	08/04/2021	<u>\$6,108.44</u>
63883	30	HACH COMPANY	08/04/2021	<u>\$303.70</u>
63884	30	Lee Roy West Plumbing & Heating	08/04/2021	<u>\$9.02</u>
63885	30	PITNEY BOWES GLOBAL	08/04/2021	<u>\$86.19</u>
63886	30	QUILL CORPORATION	08/04/2021	<u>\$82.17</u>
63887	30	RICHARD'S LANDSCAPE &	08/04/2021	<u>\$500.00</u>
63888	30	Spectrum Business	08/04/2021	<u>\$124.98</u>
63889	30	WARRENTON SUPPLY CO., INC.	08/04/2021	<u>\$21.34</u>
63890	30	WRIGHT EXPRESS FSC	08/04/2021	<u>\$2,029.25</u>
63891	30	A FULL CLEANING SERVICES LLC	08/04/2021	<u>\$360.00</u>
63892	30	AMAZON CAPTIAL SERVICES, INC.	08/04/2021	<u>\$38.95</u>
63893	30	FOSTER SEPTIC TANK CLEANING	08/04/2021	<u>\$5,875.00</u>
63894	30	HARRIS EQUIPMENT COMPANY	08/04/2021	<u>\$9,558.00</u>
63895	30	MERITECH INC	08/04/2021	<u>\$1,430.50</u>
63896	30	UNIFIRST CORPORATION	08/04/2021	<u>\$1,134.19</u>
63897	30	WARREN AUTO PARTS, INC.	08/04/2021	<u>\$443.32</u>
63898	30	WARREN COUNTY PUBLIC UTILITIES	08/04/2021	<u>\$14,985.46</u>
63899	30	WHITCO TERMITE & PEST CONTROL	08/04/2021	<u>\$2,156.00</u>
63900	30	AMAZON CAPTIAL SERVICES, INC.	08/09/2021	<u>\$334.04</u>
63901	30	Community Eye Care	08/09/2021	<u>\$84.28</u>
63902	30	DUKE ENERGY PROGRESS	08/09/2021	<u>\$356.81</u>
63903	30	H.G. REYNOLDS COMPANY, INC	08/09/2021	<u>\$70,725.00</u>
63904	30	MUNICIPAL ENGINEERING	08/09/2021	<u>\$20,722.00</u>

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Date From: 8/1/2021 Date To: 8/31/2021

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Check Number	Bank	Vendor	Date	Amount
63905	30	WARREN AUTO PARTS, INC.	08/09/2021	<u>\$8.84</u>
63906	30	AMAZON CAPTIAL SERVICES, INC.	08/11/2021	<u>\$1,842.60</u>
63907	30	ANDY'S KETTLE CORN	08/11/2021	<u>\$40.00</u>
63908	30	BURNETT LIME COMPANY, INC	08/11/2021	<u>\$3,410.45</u>
63909	30	DOCUMENT SYSTEMS, INC	08/11/2021	<u>\$1,415.78</u>
63910	30	DUKE ENERGY PROGRESS	08/11/2021	<u>\$8,843.32</u>
63911	30	GFL ENVIRONMENTAL	08/11/2021	<u>\$363.72</u>
63912	30	NORTH CAROLINA 811, INC	08/11/2021	<u>\$25.00</u>
63913	30	TAR HEEL TIRE SALES/SERVICE	08/11/2021	<u>\$18.80</u>
63914	30	ULINE	08/11/2021	<u>\$339.79</u>
63915	30	UNIFIRST CORPORATION	08/11/2021	<u>\$282.70</u>
63916	30	UNITED PARCEL SERVICE	08/11/2021	<u>\$132.00</u>
63917	30	ARTISTS OF ELEMENTS LLC	08/12/2021	<u>\$277.55</u>
63918	30	NCDEQ-DIVISION OF	08/12/2021	<u>\$3,440.00</u>
63919	30	CAVANAUGH MACDONALD CONSULTING, LLC	08/16/2021	<u>\$329.60</u>
63920	30	DEPARTMENT OF THE SECRETARY	08/16/2021	<u>\$38.00</u>
63921	30	DOCUMENT SYSTEMS, INC	08/16/2021	<u>\$196.76</u>
63922	30	DUKE ENERGY PROGRESS	08/16/2021	<u>\$74.19</u>
63923	30	GALLS QUARTERMASTER	08/16/2021	<u>\$168.16</u>
63924	30	LAWMENS	08/16/2021	<u>\$150.77</u>
63925	30	NC MAYORS ASSOCIATION	08/16/2021	<u>\$100.00</u>
63926	30	WALKER AUTO STORES	08/16/2021	<u>\$5.33</u>
63927	30	BREEDLOVE ELECTRIC, INC	08/18/2021	<u>\$699.94</u>
63928	30	CENTURY LINK COMMUNICATIONS	08/18/2021	<u>\$289.72</u>
63929	30	CHARLES KEARNEY	08/18/2021	<u>\$123.23</u>
63930	30	DONALD COHEN	08/18/2021	<u>\$73.73</u>
63931	30	DOROTHY H. PERRY	08/18/2021	<u>\$200.00</u>
63932	30	DUKE ENERGY PROGRESS	08/18/2021	<u>\$185.67</u>
63933	30	FIRST CITIZENS BANK	08/18/2021	<u>\$2,176.06</u>
63934	30	HERMENIA SALMON	08/18/2021	<u>\$150.00</u>
63935	30	HOLLAND INDUSTRIAL	08/18/2021	<u>\$144.11</u>
63936	30	Jonathan Blake Thrush	08/18/2021	<u>\$32.46</u>

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Date From: 8/1/2021 Date To: 8/31/2021
Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

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Check Number	Bank	Vendor	Date	Amount
63937	30	JOSEPH R. ARMSTRONG	08/18/2021	<u>\$2,150.00</u>
63938	30	KIYANNA KEARNEY	08/18/2021	<u>\$200.00</u>
63939	30	LEWIS E CHAPMAN,JR	08/18/2021	<u>\$25.99</u>
63940	30	PROFESSIONAL MAIL SERVICES, INC	08/18/2021	<u>\$516.91</u>
63941	30	SAM P PITCHFORD	08/18/2021	<u>\$150.00</u>
63942	30	STEPHEN ERIC SPRAGINS	08/18/2021	<u>\$21.72</u>
63943	30	TRI-COUNTY POWER EQUIPMENT INC	08/18/2021	<u>\$574.14</u>
63944	30	United Healthcare	08/18/2021	<u>\$13,420.34</u>
63945	30	WARRENTON SUPPLY CO., INC.	08/18/2021	<u>\$54.12</u>
63946	30	WILLIAM DICKERSON	08/18/2021	<u>\$3.00</u>
63947	30	A FULL CLEANING SERVICES LLC	08/19/2021	<u>\$270.00</u>
63948	30	ALWAYS CARE BENEFITS, INC.	08/19/2021	<u>\$941.28</u>
63949	30	Francisco I Cortez	08/23/2021	<u>\$156.80</u>
63950	30	HUMANA SPECIALTY BENEFITS	08/23/2021	<u>\$29.38</u>
63951	30	INFORMATION TECHNOLOGY SERVICE	08/23/2021	<u>\$173.96</u>
63952	30	TAR HEEL TIRE SALES/SERVICE	08/23/2021	<u>\$18.80</u>
63953	30	TIME WARNER CABLE	08/23/2021	<u>\$215.94</u>
63954	30	WARRENTON SUPPLY CO., INC.	08/23/2021	<u>\$13.87</u>
63955	30	A FULL CLEANING SERVICES LLC	08/24/2021	<u>\$270.00</u>
63956	30	AMAZON CAPTIAL SERVICES, INC.	08/24/2021	<u>\$21.33</u>
63957	30	DUKE ENERGY PROGRESS	08/24/2021	<u>\$1,681.47</u>
63958	30	ENVIRONMENTAL RESOURCE ASSOC.	08/24/2021	<u>\$350.27</u>
63959	30	HARRIS ENTERPRISES	08/24/2021	<u>\$60.00</u>
63960	30	HEATHER MARIE SLANE	08/24/2021	<u>\$1,480.00</u>
63961	30	NEW DAY SEPTIC	08/24/2021	<u>\$1,100.00</u>
63962	30	UNITED PARCEL SERVICE	08/24/2021	<u>\$98.36</u>
63963	30	WARREN AUTO PARTS, INC.	08/24/2021	<u>\$103.55</u>
63964	30	WARREN COUNTY PUBLIC WORKS	08/24/2021	<u>\$1,566.46</u>
63965	30	WARRENTON SUPPLY CO., INC.	08/24/2021	<u>\$6.37</u>
63966	30	FRONTIER NATURAL GAS	08/26/2021	<u>\$12.42</u>
63967	30	H.B. Poythress & Assoc.LLC	08/26/2021	<u>\$689.61</u>
63968	30	HARRIS ENTERPRISES	08/26/2021	<u>\$3,484.12</u>

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Date From: 8/1/2021 Date To: 8/31/2021

Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

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Check Number	Bank	Vendor	Date	Amount
63969	30	HOLLAND INDUSTRIAL	08/26/2021	<u>\$474.54</u>
63970	30	ONSOLVE, LLC	08/26/2021	<u>\$150.00</u>
63971	30	PETE SMITH TIRE & QUICK LUBE, INC	08/26/2021	<u>\$526.35</u>
63972	30	US CELLULAR	08/26/2021	<u>\$1,940.05</u>
63973	30	USA Bluebook	08/26/2021	<u>\$1,189.25</u>
63974	30	ALANNA FLYNNE MEARES	08/30/2021	<u>\$1,000.00</u>
63975	30	AMAZON CAPTIAL SERVICES, INC.	08/30/2021	<u>\$166.53</u>
63976	30	BLUE RIDGE SPRINGS, INC	08/30/2021	<u>\$123.10</u>
63977	30	DOCUMENT SYSTEMS, INC	08/30/2021	<u>\$52.31</u>
63978	30	FLEMING INVESTMENT COMPANY	08/30/2021	<u>\$3,000.00</u>
63979	30	PRUDENTIAL RETIREMENT	08/30/2021	<u>\$1,312.77</u>
63980	30	UNITED RENTALS (NORTH AMERICA) INC.	08/30/2021	<u>\$719.33</u>
63981	30	VERIZON WIRELESS	08/30/2021	<u>\$280.07</u>
63982	30	COLUMBIAN MUTUAL LIFE INS CO	08/30/2021	<u>\$37.88</u>
63983	30	FRONTIER NATURAL GAS	08/30/2021	<u>\$12.42</u>
63984	30	H.G. REYNOLDS COMPANY, INC	08/30/2021	<u>\$66,553.00</u>
63985	30	MUNICIPAL ENGINEERING	08/30/2021	<u>\$14,750.00</u>
63986	30	AMAZON CAPTIAL SERVICES, INC.	08/31/2021	<u>\$617.36</u>
63987	30	Company Wrench	08/31/2021	<u>\$86.85</u>
63988	30	DUKE ENERGY PROGRESS	08/31/2021	<u>\$104.01</u>
63989	30	FRONTIER NATURAL GAS	08/31/2021	<u>\$8.28</u>
63990	30	MUNICIPAL INSURANCE TRUST	08/31/2021	<u>\$769.17</u>
63991	30	NATIONAL MAIN STREET CENTER	08/31/2021	<u>\$375.00</u>
63992	30	PETE DUTY AND ASSOCIATES, INC	08/31/2021	<u>\$5,830.94</u>
63993	30	PROFESSIONAL MAIL SERVICES, INC	08/31/2021	<u>\$8.50</u>
63994	30	USA Bluebook	08/31/2021	<u>\$1,794.14</u>
63995	30	WARREN COUNTY PUBLIC UTILITIES	08/31/2021	<u>\$17,466.09</u>
63996	30	WARRENTON SUPPLY CO., INC.	08/31/2021	<u>\$14.05</u>

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Checks Totaling -

\$319,629.08

Totals By Fund

	Checks	Voids	Total
34	\$7,679.16		\$7,679.16

Check Listing

Date From: 8/1/2021 Date To: 8/31/2021

Vendor Range: 1 800 FLAGPOLE.COM - YVONNE D MATTHEWS

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Check Number	Bank	Vendor	Checks	Voids	Date	Amount
36			\$2,196.73			\$2,196.73
37			\$38,522.44			\$38,522.44
38			\$65,462.75			\$65,462.75
39			\$33,018.00			\$33,018.00
55			\$172,750.00			\$172,750.00
Totals:			\$319,629.08			\$319,629.08

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: September 8, 2021
Re: August 2021 Monthly Activity Report for Public Works

Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) West Ridgeway St. sewer main (general location is in area between Ridgeway Street and Fairlane Drive) – Determine exact location of sewer main and right of way. (2) Install magnetic flow meter in 14 inch sewer force main where Town of Norlina's and Warren County's Sewer enters Town of Warrenton's sewer system (meter would give us precise measurement of volume of sewer in route to the wastewater treatment plant from our partners thus helping to ensure accurate portioning of monthly wastewater treatment expense between the three partners). (3) Purchase water and sewer line locating equipment. (4) Purchase water main valve exercising equipment.
- **Water and Sewer System Needs – Funded:** (1) Sewer main located between Bragg St. and Macon St. (serves all businesses located on the east side of South Main Street between Odom's Motor Service and Macon Street and Quilt Lizzy) – Line is failing and will need to be repaired or relocated. Repair will be exceedingly difficult due to location of line – Replacement of line will be funded by USDA Rural Development grant. (2) Purchase and install public works 2-way radio repeater. Funded by USDA Rural Development grant. (3) Purchase and install SCADA systems on Town's 3 sewer lift stations - Funded by USDA Rural Development grant.
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Shop Repair – Whacker Tamper – Repaired engine and mechanical foot. Provided rental unit to be used for duration of repair. – Shop: United Rental (Labor and Materials - \$672.54) (2) Repair – King St. Elevated Water Tank – Adjusted altitude valve. Contractor: Harris Enterprises (Labor - \$60.00) (3) Emergency Repair - Fairlane Elevated Water Tank – Troubleshooted and repaired issue with vault sump pump. – Contractor: Harris Enterprises (Labor - \$180.00, Parts – 127.50). (4) Emergency Repair – F & M Sewer Lift Station. Troubleshooted issue with station not discharging. Disassembled sewer pump No. 2 for wear and inspected and then reassembled. Replaced vacuum pump for Sewer Pump No. 1. Replaced two in-line air relief valves. Contractor: Harris Enterprises (Labor - \$1,290.00, Parts – \$582.71, Additional Parts supplied by Town). (5) Emergency Services – F & M Sewer Lift Station – Pumped and hauled sewer while station was not discharging from July 16, 2021 through July 19, 2021. Contractor: Foster Septic Tank Service (Labor - \$5,875.00). (6) Emergency Repair – Riggans Sewer Lift Station – Troubleshooted and corrected issue with pump controls. Contractor: Harris Enterprises (Labor - \$150.00, Parts provided by Town).

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$672.54

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$8,265.21

Streets and Sanitation

- **Current Tasks:** Tree pruning. Street curb and gutter cleaning. Signs repair/replacement. Brick sidewalk repairs. Loose leaves/debris pick-up. Grass Cutting.

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator, Warren County Director of Public Works, Norlina Director of Public Works
Date: September 8, 2021
Re: August 2021 Monthly Activity Report for WWTP

- **Pending Equipment Repairs:** **(1)** Effluent filter controls – Safety issue - Replace cylinders and control mechanism for valves located in pit area of filter building. **(2)** Sand blast and refinish site metal structures. **(Estimated Cost – Refinishing remaining structures - \$58,000)** **(3)** Replace Influent pump No. 2 and 3 motor base stands. **(Estimated Cost - \$4,000 per pump)**
- **Completed Plant Maintenance/Repair Related Information:** **(1)** Repair – Plant Video Camera System – Configured camera 4 video quality and added/configured app on Superintendent's pc for viewing cameras. – Contractor: Ahner Security (Labor - \$100.00) **(2)** Emergency Repair – Influent Pump Station Wetwell – Removed grease from wetwell after heavy rain event; extreme grease accumulation after event resulted in float controls malfunctioning. Contractor: New Day Septic Tank Service (Labor - \$1,100.00). **(3)** Repair – Grit Pump and Grit Collector Motors – Replaced bearings after heavy rain event where influent pit area was flooded. Contractor: Harris Enterprises (Labor - \$360.00, Parts - \$55.00). **(4)** Preventative Maintenance – Sludge Return Pumps No. 1 and 2. Inspected bearing play and removed all layers of old packing and repacked. Contractor: Harris Enterprises (Labor - \$420.00, Materials – \$108.00).

Total cost for Repairs (Account No. 39-861-342) - \$2,143.00

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month; 17.34 million gallons were treated.

Activity Detail Summary (by Category)

Warrenton Police Department

(08/01/2021 - 08/31/2021)

Incident\Investigations

220 - Burglary/Breaking & Entering	1
23C - Shoplifting	2
23G - Theft of Motor Vehicle Parts or Accessories	1
23H - All Other Larceny	6
290 - Destruction/Damage/Vandalism of Property	3
90C - Disorderly Conduct	2
90D - Driving Under the Influence	3
90G - Liquor Law Violations	1
90Z - All Other Offenses	23
Total Offenses	42
Total Incidents	28

Arrests

13B - Simple Assault	2
23C - Shoplifting	1
23H - All Other Larceny	1
90C - Disorderly Conduct	1
90D - Driving Under the Influence	3
90F - Family Offenses, Nonviolent	2
90Z - All Other Offenses	8
Total Charges	18
Total Arrests	7

Accidents

Total Accidents 0

Citations

Secondary Charge	0
Total Charges	0

Activity Detail Summary (by Category)

Warrenton Police Department

(08/01/2021 - 08/31/2021)

Citations

Total Citations 0

Warning Tickets

Total Charges 0

Total Warning Tickets 0

Ordinance Tickets

Noise Ordinance 1

Total Ordinance Tickets 2

Criminal Papers

Total Criminal Papers Served 0

Total Criminal Papers 0

Civil Papers

Total Civil Papers Served 0

Total Civil Papers 0

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(08/01/2021 - 08/31/2021)

911 Hang-up	4	Abandoned Vehicle	1
Accident	14	Alarm Activation	15
Animal Complaint	1	Assist Motorist	1
Assist NPD	2	Assist Other Department	1
Assist WC EMS	13	Assist WCSO	14
B & E	1	C.O.P.S	10
C.O.P.S.- Neighborhood Patrol	6	Civil Dispute	1
Complaint	2	Disabled Vehicle	3
Dispute	2	Disturbance	10
Domestic	1	Downed Tree / Power Line	1
Escort	1	False Report	1
Foot Patrol	3	Information by Phone	5
Injury to Personal Property	1	Investigation and/or Interview	1
Larceny	4	Loitering	1
Lost property	2	Missing Person – Attempt to Locate	1
Non Law Enforcement Issue	5	Ordinance Violation	3
Other	1	Parking Violation	4
Patrol	3	Property Check – Business	24
Property Check – Residential	5	Shoplifting	1
Shots fired	1	Suspected Drunk Driver	3
Suspicious Person / Vehicle	5	Talk with Officer	8
Traffic Control	8	Traffic Stop	47
Trespassing	1	Vehicle Lockout	1
Vehicle Maintenance	3	Wanted Person	1
Warrant	1		

Total Number Of Events: 248

SUMMARY OF PROPOSED CHANGES TO HISTORIC DISTRICT GUIDELINES

INTRODUCTION PAGE 4 4TH PARAGRAPH

The HDC normally meets on the last Monday of each month. *(change to "4th Monday")*

INTRODUCTION PAGE 4 LAST PARAGRAPH

Reviewable work that is performed without a Certificate of Appropriateness is in violation of city code. The penalty can be the removal of the unapproved alteration *(add "at owner's expense")*, a civil citation, a fine, or other legal action.

GUIDELINES: PLANTINGS AND SITE FEATURES PAGE 11 ITEM 5

Repair deteriorated site features – such as retaining walls, terraces, patios, walkways, trellises, and fountains, *(add "bird baths")* and their distinctive features and materials by preservation methods appropriate for the specific materials.

GUIDELINES: GARAGES AND ACCESSORY STRUCTURES PAGE 15 ITEM 5

If all or parts of a historic garage or accessory structure are too deteriorated to repair, replace to match the original in design, dimension, material, pattern, color, and texture. If possible, limit replacement to the deteriorated section only. Consider a compatible substitute material only if it is not feasible to replace in kind *(add "for older structures, for new structures consider hardi-plank")*

GUIDELINES: SIGNAGE PAGE 19 ITEM 1

Retain and preserve historic signs that contribute to the overall historic character of a building or district *(add "restore" and "murals")*

GUIDELINES: WOOD PAGE 25 ITEM 5

It is not appropriate to cover or replace historic wood features or surfaces with contemporary substitute materials such as vinyl, aluminum, or Masonite. *(remove Masonite)*

GUIDELINES: PAINT AND EXTERIOR COLOR PAGE 31 ITEM 5

It is not appropriate to paint stone, brick, concrete, *(add "stucco")*, or metal features that were not painted historically.



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Robert F. Davie, Jr. – Town Administrator

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BOC Meeting August 2021 – Action Items Checklist

1. Execute annexation resolution, file copy of resolution with Register of Deeds, update Ordinance Book as addition to Table 1. (cont.)
 - ✓ Done for Hayley Haywood property. Mayor reviewing other annexed properties.
2. Update personnel manual with vacation accrual changes (cont.).
3. Wait until news of negotiations with grocery and farmers market before entering into re-design plans with Belk for parking lot.
 - ✓ Moving forward with grant inquiry of USDA.
4. Correct Minutes from July BOC meeting.
 - ✓ Done
5. Execute and return contract with David Hill regarding salary study.
 - ✓ Done
6. Add items to W/S repair list.
 - ✓ Done
7. Continue with Business License preparation.
 - ✓ Ongoing
8. Execute Opioid MOA and return to County.
 - ✓ Done
9. Remove dead dogwood at Cousin Lucy's Lane
 - ✓ Done
10. Replace banners at Post Office
 - ✓ Done
11. Trim Crape Myrtles
 - ✓ Done



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Administrator's Report

Recent Fund Balance Appropriations (expected American Rescue Plan reimbursements):

Battle Avenue

Storm water runoff issue... flooding Retzlaff basement. Preliminary survey of multiple properties completed, but locations of easements remain to be determined. Next step is to meet with contractor to review survey and determine easements needed. Will need additional appropriation of Fund Balance or ARP funds to begin additional work.

Spring Street

Storm water runoff issue... repairs to sinkhole, piping and water flow at entrance to Vance Granville Community College completed.

Crocket Street

Underground spring issue... repairs to asphalt and redirection of underground spring water scheduled to start in coming week.



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Accomplishments for African Americans in Warrenton

A commissioner recently asked me what I knew about the sentiment of me in the African American community in Warrenton. As a result, I felt the need to itemize a list of accomplishments specifically for African American citizens.

- Over \$14,000,000 in grant funding or \$16,451 per African American citizen to help offset increases in costs of water and sewer services primarily, but also to offset other costs such as garbage pickup (100% grant for new trash truck). Applying for an additional \$6,000,000 in grant funding, or another \$7058 per citizen, in the Spring of 2022 to offset the burden of additional water and sewer improvements.
- Secured grant funding for housing rehabilitation for which African Americans received the vast majority of the \$750,000 in funding. Three African Americans will have their houses rebuilt from scratch, receiving \$125,000 each. Of the nine recipients five are African American. For the African American recipients, working through issues of bankruptcy, negotiating with creditors, finding sources to pay off outstanding debts, so that work can continue to move forward and so that they can receive their award.
- Intervened to financially support Kings Fitness (African American owned business) when it announced its closing. Town Board approved staff memberships. Kings Fitness remains open even today, having recently been given special consideration and extended time for setting up a water account.
- Established Icehouse classes (How to Think Like an Entrepreneur) at Frontier Warren with the first cohort of 23 individuals being entirely African American. A second cohort of students being majority African American.
- Provided free office space in Frontier Warren, the only free space, to an African American.
- Helped several African Americans business persons launch new enterprises at Frontier Warren.
- When Town funds were not available have personally given money to African Americans who were in particularly desperate situations.
- Participated in All Saints project, most recently suggesting and helping with successful grant application to Covington Foundation.
- Consulted with numerous African American organizations (Community Center, NAACP, etc.) on grant opportunities.

- ☐ Prioritized water and sewer projects in African American areas of Warrenton (Bute and Unity Streets) with grant funding from the State totaling \$935,000.
- ☐ Kept water rates the lowest of the three local providers for six years. When increased rates, made sure that African American residents qualified for 100% grant at the State.
- ☐ Prioritized sidewalk repairs for African Americans.
- ☐ Extended curb and gutter on a storm water project, specifically for the property of an African American.
- ☐ Co-wrote, applied for and awarded a National Parks African American Civil Rights grant.
- ☐ Kept town contracts with local African American contractors, giving them opportunities to sharpen pencils when not low bidders and when competing against companies outside the area.
- ☐ With a grant award helped to establish Hayley-Haywood Park, Warrenton's first park located in an African American neighborhood.
- ☐ For a Person of Color, currently resolving a storm water issue that will cost the Town tens of thousands of dollars in the current FY budget.
- ☐ For a Person of Color applied for and awarded a \$500,000 grant for Milanos restaurant... achieving the best terms of any grant received by a business to date in Warrenton.
- ☐ Most proud of helping town staff get into the State Retirement system... for African Americans that worked for many years at a low wage. The accumulated liability or contributions African Americans did not have to make, the Town will be paying off for another 12 years.

These are just some of the situations that Town staff and even Board members have addressed and continue to focus on for African Americans in the Town of Warrenton. There remain many unmentioned Public Works and Police Department requests, too many to include in this list.



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STATUS OF GRANTS

(Fund 51 & 61) USDA Rural Development --

- Marshall Street has been paved. Project being completely closed out.

(Fund 53) NC Commerce Main Street Downtown Redevelopment -- \$500,000 to redevelop 107 N. Main Street.

- Received bids for Phase 2. Received some lower bids for electrical, concrete and plumbing. Phase 2 plans may be revised and rebid, else project could continue as Phase 1 cost estimates are similar to prior estimates.
- Received updated estimates to continue on as Phase 1. Town placed building under its insurance policy.
- Project received extension to June 30, 2021. Costs to complete are being gathered by property owner for early October meeting.

(Fund 55) NC DEQ Water Infrastructure WWTP -- \$2,100,000 to rehab most severe areas of WWTP

- Town \$1,600,000 with 100% grant and Town to pay 1.5% processing fee. Town borrowing additional \$500,000 to pay for cost increases in marketplace.
- Generator tested. SCADA being tested.
- Anticipate work complete by September 2021.

TAP Grant – ADA (Americans with Disabilities Act) or handicapped sidewalk access

- DOT roads = 100% grant
- DOT indicated that funds have been allocated but construction has been delayed until January of 2022.

(Fund 64 & 65) NC DEQ – Sewer Rehab – Battle Ave/Unity & Bute

- Projects are being closed out.

NC Main Street Solutions Warrenton Brewery Grant - \$100,000 grant with 2 to 1 match. This grant is to help renovate 120 S. Main Street for a Brewery and Meadery.

- NC Commerce and Main Street extended the grant deadline to December 31, 2021. New owners have applied for transfer of grant funding from Commerce. Commerce has informally approved transfer of grant.

(Fund 67) NC Neighborhood Revitalization Program

- Application underway for CDGB funds to assist in repairing houses owned by citizens of low or moderate incomes.
- Received release of funds letter from NC Department of Commerce.
- Preliminary title work completed (legal).
- Continuing to check pricing on modular homes and building materials.
- Preparing to go to bid on lead based paint analysis of properties.

(Fund 69) Volkswagen Settlement Grant

- Town awarded \$218,000 for new garbage and dump trucks.
- Garbage truck delivered. Dump truck on order.

Building Reuse Grant

- Town awarded \$50,000 from NC Commerce for Warrenton Veterinary Clinic.
- Construction underway. Grant deadline is December 2021.

Brownfield Grant

- This grant will analyze the environmental issues with multiple properties in Warrenton.
- The Town has been officially been awarded a grant of \$300,000.
- Awaiting notice to proceed from EPA.



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Norlina Balance Due to Town of Warrenton for WWTP Services:

Past Due:

July: \$14,645.47

Current:

August: \$13,953.17

Total: \$28,598.64



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August 30, 2021

JADE AIR LLC
200 WILSON POINT RD STE 5091
BALTIMORE, MD 21220

Dear Property Owner:

This letter serves as official notice that your property located at 208 Hayley Street in Warrenton, North Carolina is in violation of Town Ordinances. Previous communication via registered mail has been ignored and not acknowledge and no plan of action has been relayed to the Town.

This notice shall serve as your citation under Town Ordinance § 154.05, which informs you that you are in violation of the Town Ordinance and you are subject to a civil penalty immediately. **The Town directs that you remedy the public nuisances immediately. Failure to remedy will result in the Town completed the necessary work at a rate of \$175/hour.**

Sincerely,

Robert Davie
Town Administrator for the Town of Warrenton



Walter M. Gardner, Jr. – Mayor
 Robert F. Davie, Jr. – Town Administrator

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Brief Status and History of Warrenton-owned Streets

Status:

Initial inventory of streets without curb and gutter:

- Hayley St
- Dameron St
- Bute St
- Eaton Ave
- King St
- White St
- Portions of Hall St
- Portions of Spring St
- Portions of Warren St
- Portions of Harris St
- Portions of Church St
- Portions of Fairview St

Currently gravel Streets in Warrenton:

- Currin Lane, Ridgecrest Extension, Folly Spring Lane

Surfacing and Resurfacing considerations:

- Condition of pavement
- Frequency of use, number of vehicles
- Cost of grading, sub-structure, storm water infrastructure

Town of Warrenton Powell Bill Street Listing

Street Name	Feet	Miles
Academy Street	284	0.05
Battle Avenue	1,232	0.23
Bragg Street	2,827	0.54
Brehon Street	1,457	0.28
Bute Street	595	0.11
Church Street	1,080	0.20

College Street	397	0.07
Connell Street	272	0.05
Cousin Lucy's Lane	755	0.14
Crockett Street	585	0.11
Currin Lane (gravel)	694	0.13
Dameron Street	457	0.09
Eaton Street	1,365	0.26
Fairview Street	1,708	0.32
Folly Spring Lane (gravel)	477	0.09
Franklin Street	997	0.19
Front Street	2,357	0.45
Graham Street	1,188	0.23
Haley Street	993	0.19
Hall Street	3,096	0.59
Harris Street (aka Horn Street)	310	0.06
Hawkins Street	298	0.05
Hazelwood Street	1,631	0.31
King Street	1,455	0.28
Market Street	573	0.11
Marshall Street	694	0.13
Old Depot Street	363	0.07
Plummer Street	495	0.09
Ridgecrest Extension (gravel)	844	0.16
Rodwell Street	921	0.17
Rodgers Street	172	0.03
Spring Street	739	0.14
White Street	473	0.09
Wilcox Street	1,255	0.24
Totals	33,039	6.25

History:

For more than fifty years, no town-owned street has been resurfaced outside of a water/sewer project. (Persons consulted: Kenny Hawkins, Jimmy Harris, Bill Perkinson, Walter Gardner)

Examples:

- Hall Street from Plummer to E. Macon (drainage under the street and water line construction, early 1990s)
- Battle Avenue... (water sewer work, early 2000s)
- Recent resurfacing of several streets (USDA early 2020s)

PROPOSAL
KPH Paving and Landscaping, Inc.

P. O. Box 129
Macon, NC 27551
Telephone (252) 257-1026 Fax (252) 257-3400

Proposal Submitted To: Town of Warrenton
Address: Haley Street, Warrenton, NC 27589
Telephone: Attn: Mr. Robert Davy
Job Location: same as above

We propose to repair or replace several deteriorated places along Haley Street, clean edges and prepare the edges to overlay 770' x 14' wide and finish the asphalt.

The total cost for this project is \$24,255.00 which is due in full upon completion of the project.

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

This does not include: Testing, bonds, permits, fees, staking, engineering and layouts, temporary or permanent seeding or mulching, clearing, other than listed, demolition, rock excavation, compacting and/or fill of rock excavation, undercut, fill and/or compacting or undercut, disking and drying off dirt, erosion control, back fill of curb and gutter and/or sidewalk, hauling and/or disposing cleared debris or any other debris, tree protection, fences, spreading of topsoil, or any other item not expressly stated above.

Authorized Signature: Pamela Hawkins Date: Sept. 6, 2021
(for KPH Paving and Landscaping, Inc.)

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.


Signature: _____ Date: _____

RDavie

From: ClientServices@govdeals.com
Sent: Friday, August 20, 2021 2:02 PM
To: townadministrator@warrenton.nc.gov
Subject: GovDeals Seller's Certificate: 2-0820211400-20361

Congratulations, Warrenton - Real Estate, NC has sold another item on the GovDeals Auction Server.

BUYER (#2445886)		SELLER (#20361)	
Name:	Kira Cochran	Agency:	Warrenton - Real Estate, NC
Company:	na	Contact:	Robert Davie
Title To:	Kira Cochran	Phone:	252-257-1122 ext. 201
Phone:	971-218-3809	Email:	townadministrator@warrenton.nc.gov
Email:	cochrankira@outlook.com	Address:	133 S Main St Warrenton, NC 27589-1953
Address:	2611 E 25th St Vancouver, WA 98661-4558		

ITEM INFORMATION FOR ASSET ID: 2			
Item:	Lot for Sale in Warrenton, NC. Approx. 1/4 Acre. (12000 Sq. Ft.)		
Pick Up Location:	133 S Main St, Warrenton, NC 27589-1953		
Inventory ID:	2	Account ID:	20361
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	Not Provided	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item	Amount
20 Aug 2021 02:00 PM ET	Lot for Sale in Warrenton, NC. Approx. 1/4 Acre. (12000 Sq. Ft.)	USD \$7,260.00

7804 total

	Administrative Fee		USD \$544.50
		Total	USD \$7,804.50

Payment Instructions:

The Buyer's Certificate will contain information to schedule payment & removal.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to this seller within 24 hours of the auctions close and before payment is made. Please use the 'Ask a Question' feature for all questions.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Acceptable forms of payment are: U. S. Currency, Certified Cashiers Check, Money Order, or a Company Check (with Bank Letter guaranteeing funds - mandatory).

Checks shall be made payable to: Warrenton - Real Estate, NC

Removal Instructions:

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of the close of the auction.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. Bidders will be locked unless a prior arrangement has been made for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS.' Warrenton - Real Estate, NC makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description,

Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Description:

Property is zoned R-12 (residential) which requires a minimum lot width of 100 feet and minimum depth of 120 feet and minimum square feet of 12,000. The lot conforms to current zoning requirements for a single family home or two-family residence. The parcel is located on Hazelwood Dr in Warrenton, NC 27589.

Town water and sewer is available to the property.

This auction of real property is being made pursuant to North Carolina General Statute § 160A-270.

The Town of Warrenton, North Carolina has declared by its resolution, the following real property to be surplus and has authorized the property to be sold utilizing the online auction site "GovDeals.com" which shall publicly advertise this property on its website for a period of no less than 30 days prior to the commencement of the auction.

The auction shall be open to all bidders who reside in the United States who are 18 years or older.

After bids have been received, and the Upset Bid process has been exhausted, then the highest bid shall be reported to the Town Board of Commissioners, the Board shall accept or reject it within 30 days thereafter. If the bid is rejected, the Board may re-advertise the property for sale.

NOTE: This Property is Being Sold Utilizing The Upset Bid Process. After the initial 30 day listing, the property will be listed for periods of 4 business days at 10% more than the last high bid, until such time as the listing does not yield additional bids, at this point the last high bid will be taken to the board where it can be accepted or declined. If it is declined it will be listed again (See Above).

Coates' Canons Blog: American Rescue Plan Act of 2021 (ARP): Local Government Expenditures of ARP funds for General Government Purposes

By Kara Millonzi

Article: <https://canons.sog.unc.edu/american-rescue-plan-act-of-2021-arp-local-government-expenditures-of-arp-funds-for-general-government-purposes/>

This entry was posted on June 29, 2021 and is filed under American Rescue Plan Act (ARPA) Funding, Budgeting & Appropriations, Finance & Tax

As some local governments have received, and many will shortly receive, their first tranche distribution of ARP funds (also referred to as Coronavirus State and Local Fiscal Recovery Funds, Fiscal Recovery Funds, or CLFRF), local officials are trying to understand all their expenditure options. I have received several questions from local officials about the legality of using ARP funds for everything from buying police vehicles, to doing minor construction projects, to acquiring land, to providing general salary bonuses, to spearheading economic development projects, to hiring new employees, to upgrading software systems, to giving a rebate to taxpayers, to installing new playground equipment, and beyond. In short, local government officials want to know whether, and to what extent, ARP funds may be used for general government projects, services, and activities that do not directly relate to the pandemic (collectively general government purposes).

The short answer to this question is that although most of the authorized expenditures for ARP funds relate to addressing the public health and financial impacts of the pandemic, there is authority to spend at least a portion of ARP monies for general government purposes. A detailed analysis, however, finds that this authority is more limited than it might first appear. A local government may use ARP monies to fund (most) government services, to the extent that the local government experiences a reduction in general revenue during the pandemic, according to a specified formula. Additionally, a local government may spend ARP monies for certain necessary public enterprise infrastructure projects. Finally, there is authority to spend a small portion of ARP monies (and investment proceeds of ARP monies) for general government purposes. More on each below.

ARP Expenditure Authority Overview

As detailed [here](#), the US Treasury has adopted an **Interim Final Rule**, interpreting the ARP and fleshing out allowable ARP expenditures by local governments. (US Treasury explains many of the details of the Interim Final Rule in this **FAQ**.) The Interim Final Rule groups allowable expenditure into 5 categories:

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.

Allowable ARP General Government Expenditures

Within these categories are a few potential options to spend ARP funds for general government purposes:

- Lost Revenue General Government Expenditures

-
- Necessary Water, Wastewater, Stormwater Infrastructure
 - Replenish Local Government Staff
 - Reimbursements
 - Investment Proceeds
 - Supplant General Revenue Expenditures for Pandemic Purposes

Before turning to the specifics, though, it is important to note that US Treasury is still refining its guidance on allowable expenditures. Local units should always check the latest guidance and compliance requirements before making specific expenditures decisions. (US Treasury will adopt its Final Rule on allowable expenditures sometime after the July 16, 2021 deadline for receiving comments on the Interim Final Rule.)

Lost Revenue General Government Expenditures

The ARP allows a local government to use ARP monies to fund (most) government services, to the extent that the local government experiences a reduction in general revenue during the pandemic. This category provides the broadest general expenditure authority for local governments, but it is limited to only a certain portion of a unit's ARP funds, as determined by a "lost revenue" formula.

Lost Revenue Formula

The lost revenue formula measures a local government's reduction in general revenue, as defined by the Interim Final Rule, relative to the revenue collected in the most recent full fiscal year prior to the pandemic. It provides an inflationary formula to approximate what the local government's expected general revenue would have been had the pandemic not occurred. There are four parts to calculating lost revenue – (1) determining the base year general revenue; (2) determining actual general revenue at designated points in time; (3) applying an inflationary factor to the base year general revenue at each point in time; (4) comparing actual general revenue to the inflated base general revenue to determine lost revenue. This calculation will be performed four times—for December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023. See **Interim Final Rule pages 54-59**. The resulting lost revenue, if any, may be expended for most general government purposes, as detailed below.

(1) Base Year General Revenue

The Interim Final Rule provides a definition of "general revenue" to establish a base line. The definition is based on the components reported under "General Revenue from Other Sources," in the Census Bureau's Annual Survey of State and Local Government Finances, although it varies somewhat. (The **Appendix to US Treasury's FAQs** provides a visualization of the Interim Final Rule's definition of general revenue.) The purpose of the definition is to include revenues generated from a local government's underlying economy to support government services. A local government must use this definition to calculate a base general revenue for the last full fiscal year before the pandemic. For NC local governments, that is FY 2018-2019.

For purposes of this calculation, general revenue **INCLUDES** the following NC local government revenue sources. The citations and brief explanations for each of these revenue sources are available **here**. (Note that not every local government will have all these revenue sources. Some are available only to municipalities and some only to counties. A local unit's governing board determines its specific revenue mix from the available options.)

- Local Government Taxes
 - Property taxes
 - Service district taxes (special taxing districts)
 - Local sales and use taxes
 - Transportation sales and use taxes
 - Motor vehicle licensing taxes
 - Beer and wine licensing taxes
 - Rental gross receipts taxes
 - Animal taxes
 - Local real estate transfer taxes
 - *Occupancy taxes (?)*



-
- *Prepared foods taxes (?)*
 - General government fees, charges, payments in lieu
 - Recreation fees
 - Cultural and arts fees
 - Public health fees
 - Cemetery fees
 - Ambulance fees
 - Parking fees
 - Franchise fees
 - Library fees
 - Public record fees
 - Port or marina fees
 - Hospital revenues
 - Register of Deeds fees
 - Museum, auditorium, coliseum, convention center, stadium revenues
 - Other fees for general government programs and services
 - Licensing, inspection, permit, and other regulatory fees
 - Intergovernmental transfers between the state and local government (except pass-through funds from the federal government)
 - Powell Bill funds
 - Beer and wine taxes
 - Video programming services taxes
 - Solid waste tipping tax
 - 911 charge
 - Electric tax
 - Telecommunications tax
 - Piped natural gas tax
 - Disposal taxes
 - State real estate transfer tax
 - Public School Building Capital Fund distributions
 - Social services funding
 - Public health funding
 - State agency grants to local governments (including only state funds, not federal funds)
 - State direct appropriations for general government purposes
 - Judicial system fees
 - Some public enterprise revenues
 - Wastewater revenues
 - Airport revenues
 - Off-street parking revenues
 - Solid waste revenues
 - Stormwater revenues
 - Cable television/broadband revenues
 - Special assessments and critical infrastructure assessments
 - Property rental and sale proceeds
 - Donations
 - Interest income
 - ABC revenue transfers to local government

In calculating general revenue, a local government must sum across all these revenue streams. It does not matter if revenues are reported in separate funds, even enterprise funds, the revenues should be aggregated for purposes of this calculation. It also does not matter if some or all of a revenue source is legally earmarked for a particular purpose. It still counts toward the total if it is included in the above list. (Let me know if a revenue source is missing from the above list.)

A local government should use audited data if it is available. But if audited data is not available, a local government is not required to obtain audited data if substantially accurate figures can be produced on an unaudited basis. Further, a local government should use its own data sources to calculate general revenue and need not rely on revenue data published by

the Census Bureau. (As stated above, the general revenue formula is based on, but not identical to, the “General Revenue from Other Sources,” in the Census Bureau’s Annual Survey of State and Local Government Finances.) A local government may provide data on a cash, accrual, or modified accrual basis but must be consistent across calculations.

There are many instances in which a local government levies and/or collects revenue on behalf of another local government. For example, a county levies local sales and use tax but shares a portion of the proceeds with eligible municipalities. Or a county might collect property tax revenue on behalf of a municipality. The Interim Final Rule makes clear that for “purposes of measuring loss in general revenue ... and to better allow continued provision of government services, the retention and ability to use the revenue is a more critical factor.” Thus, for purposes of this calculation, the entity that receives and expends the revenue should count it toward its total, not the entity that levies and/or collects the revenue. What about a county or municipality that levies and collects a service district tax (special taxing district) and then allocates proceeds to a volunteer fire department or downtown management entity? In these cases, the county or municipality should count the service district tax proceeds in its total. It is not levying the tax on behalf of another local government but contracting with a private entity to provide services. Occupancy taxes present an interesting issue. They are levied by a county or municipality pursuant to local act authority. But most, if not all, of those local acts require the local government to remit the proceeds to a separate local government entity, known as a Tourism Development Authority (TDA). Arguably, then, occupancy tax proceeds (and prepared food tax proceeds) should not be counted as general revenue if they are spent by a TDA and not the county or municipality. In the absence of more definitive guidance from US Treasury, local governments will need to make a judgment call about including occupancy taxes and prepared food taxes in the general revenue calculation.

We do have specific guidance from the Interim Final Rule on revenue sources that definitely MAY NOT be counted as general revenue. The following are not general revenue for purposes of the formula:

- Refunds and other correcting transactions
- Proceeds from the issuance of debt, loans, or the sale of investments
- Agency funds or private trust transactions
- Some public enterprise revenue
 - Water fees, penalties, and other charges, including availability fees, system development fees, tap/connection fees, contractual charges, and bulk sale revenue
 - Electric fees, penalties, and other charges
 - Natural gas fees, penalties, and other charges
 - Transit or bus system fees, penalties, and other charges
- Intergovernmental transfers from the federal government, including federal transfers made via a state to a local government pursuant to a federal grant (including the CARES ACT/CRF and ARP funds)

None of these revenues should be included in a local government’s general revenue total. A significant portion of many local government’s pandemic-related financial losses stemmed from their water and other utility systems. These losses will not be captured in the lost revenue calculation.

(2.) Calculating Actual Revenues at Designated Points in Time

The second step is to use the same definition to calculate actual general revenue at four designated points in time. The first will be a retroactive calculation—December 31, 2020. The remaining four calculations will occur on the same day in the three successive years (December 31, 2021, December 31, 2022, and December 31, 2023), to measure the ongoing fiscal impacts of the pandemic. For the December 31, 2020 calculation, the revenue should reflect the 12-month period immediately preceding that date (January 1, 2020-December 31, 2020).

(3.) Applying Inflationary Factor

The third step is to apply an inflationary factor (growth adjustment) to the base general revenue amount. A local government may choose to either use 4.1 percent (or 0.041) OR the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency, whichever is greater. A local government may not use its own pre-pandemic revenue projections in this calculation.

(4). Comparing Inflated Base General Revenues to Actual General Revenues

The final step is to compare the inflated base general revenue at each of the four points in time. If the inflated base revenue is more than the actual revenue as of the designated date, the amount of the difference is the local government's lost revenue. A local government will not know its total lost revenue amount until it completes its final calculation on December 31, 2023.

The **US Treasury FAQ 3.5** provides the following formula that may be used to calculate lost revenue at each of the four designated points in time:

Max {[Base Year Revenue from FY2018-19 * (1+Growth Adjustment)^(n/12)] – Actual General Revenue as of 12-month period before calculation date; 0}

Note that n = number of months that have elapsed between the end of the base year and the calculation date.

*As an example, assume a local government's base year total general revenue for FY2018-19 is \$1,000,000, and its actual general revenue for the period of January 1, 2020 to December 31, 2020 is \$1,020,000. Next assume that the local government chooses to use the default growth factor of 4.1 percent (0.041). In applying the formula, \$1,062,126.13 is the growth inflated revenue for December 31, 2020 ($\$1,000,000 * (1.041)^{18/12}$). That exceeds actual revenue, thus the amount of "lost revenue" as of December 31, 2020, is \$42,126.13. That is the amount of ARP funds that may be spent for general government purposes based on the first lost revenue calculation. (As stated above, the calculation will be repeated on the same date each year through 2023.)*

The ARP allows a local government to assume that all lost revenue is due to the pandemic. However, it does not allow a local government to factor in (adjust for) actions taken by the local government, such as a change in the property tax rate or other tax or fee amounts, change in the revenue mix, or revaluation adjustments. It also does not allow a local government to count revenue that it received but diverted to pandemic-related expenditures. The lost revenue calculation only provides a measure of the reduction of certain revenue actually received by the local government, as compared to the growth-inflated base year amount.

The Government Finance Officer Association (GFOA) has created an Excel spreadsheet to help local governments calculate their lost revenue amounts. It is **here**. As soon as it receives its 1st tranche distribution of ARP monies, a local government may immediately do its first (of 4) lost revenue calculations, for December 31, 2020.

For reporting purposes, a local government will need to document its calculation of each of the components of the formula. See **US Treasury Compliance and Reporting Guidance**.

Allowable Lost Revenues Expenditures

The purpose of this ARP expenditure category is to allow "recipients facing budget shortfalls to use payments from the [ARP funds] to avoid cuts to government services and, thus, enable [local governments] to continue to provide valuable services and ensure that fiscal austerity measures do not hamper the broader economic recovery." **Interim Final Rule, page 53**. The Interim Final Rule does not limit a local government to using its lost revenue ARP monies only to support existing government programs, projects, and services that it otherwise would have cut or scaled back, though. With a few exceptions, a local government has broad authority to expend its lost revenue ARP funds each year for the provision of any government services that are authorized by state law. See **Interim Final Rule, page 60**. They include, but are not limited to, maintenance of existing capital or pay-go spending for new capital outlay, including roads and other infrastructure projects. They also include general local government programs and services, including public safety, fire protection, cultural and recreation, public, health, and education. And they include pay-go spending on local government vehicles, equipment, supplies, hardware, software, and other costs involved in the direct provision of public services or aid to citizens.

The lost revenue ARP funds **MAY NOT** be used to pay interest or principal on outstanding debt, replenish fund balance or other financial reserves, or pay settlements or judgments that would not be considered provision of a government service. The restriction on paying interest or principal on any outstanding debt instrument, includes short-term revenue or tax

anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all ARP funds apply—namely the prohibition on pension deposits and the prohibition on using funds for non-federal match in other grant programs if barred by regulation or statute.

For reporting purposes, a local government will be required “to submit a description of services provided. This description may be in narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden.” See **US Treasury Compliance and Reporting Guidance**.

Necessary Water, Wastewater, Stormwater Infrastructure

Another ARP allowable expenditure category relates to certain local government capital – specifically necessary water, wastewater, and stormwater infrastructure. (The ARP also includes broadband infrastructure, but because of the current lack of state law authority for this expenditure category, I am excluding it here.) Although typically not considered general government expenditures, this category does provide authority for local governments to make investments in water, sewer, and stormwater utilities that are not directly tied to addressing pandemic-specific issues. But the authority is not unlimited. According to the Interim Final Rule, “[n]ecessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change....” **Interim Final Rule, page 62.**

Accordingly, the Interim Final Rule links the allowable water, sewer, and stormwater projects to those that would be eligible to receive financial assistance through the Environmental Protection Agency’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

DWSRF projects include treatment, transmission, and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

CWSRF projects include construction of publicly- owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly- owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

The primary focus of these ARP-eligible projects is to establish or make improvements to existing utility systems to protect public health, improve water quality and address water pollution, remediate failing or inadequate infrastructure, provide service to un- or underserved areas, and facilitate regionalization to ensure financial and structural sustainability.

A local government does not have to apply to the CWSRF or DWSRF programs to receive the ARP funds or for approval of authorized projects. The CWSRF and DWSRF project lists simply provide a guide of lawful expenditures. In fact, the Interim Final Rule makes clear that a local governing board makes the final determination as to whether its infrastructure projects are eligible and align with the federal DWSRF or CWSRF project categories (not the State’s project categories or definitions). Note also that the National Environmental Policy Act (NEPA) does not apply to water infrastructure projects just because they are funded with ARP monies.

Although the lists of potential projects are broad, there are some significant limitations. ARP monies **MAY NOT** be used to cover general operating expenses of these utility systems or to provide reimbursements for lost revenues. ARP monies also generally **MAY NOT** be used for system expansions to accommodate potential new growth or solely for economic development purposes. And, as stated above, ARP monies **MAY NOT** be used to issue debt or make debt service payments on these infrastructure projects. They also **MAY NOT** be used to satisfy any local match requirement on a federal grant if prohibited by that grant. ARP monies **MAY NOT** be used to fund financial reserves and should not be appropriated to a capital reserve fund. Finally, a local government **MUST** have state law authority to expend the ARP monies for any specific infrastructure projects. There are some CWSRF/DWSRF projects that may not be authorized for NC local governments.

The ARP monies must be used for eligible project expenses incurred on or after March 3, 2021, but they can be expended for projects that began before that date. For projects that have not yet begun, a local government should focus on those that reasonably can be planned for and contracted by December 31, 2024 and completed by December 31, 2026. ARP

funds may cover many pre-project development costs for eligible projects. “For example, the DWSRF allows for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF allows for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.” **US Treasury FAQ 6.12.**

The reporting requirements on these expenditures are complicated and will be the subject of a future post. For current details see **US Treasury Compliance and Reporting Guidance.**

Rehire General Government Staff

A local government may use ARP monies to rehire local government staff, up to pre-pandemic staffing levels. **Interim Final Rule, pages 35-36.** This allows a local government to mitigate the negative impacts of the pandemic on its own workforce. ARP funds may be used to cover payroll, benefits, and other costs associated with hiring the local government staff. The employees need not focus on pandemic-specific activities. If, however, a local government wishes to keep these positions once the ARP monies are fully expended, it will have to use its own resources to support them.

Reimbursement of Government Expenditures

A local government may reimburse itself with ARP monies for any qualifying expenditures that it paid for with general fund or enterprise fund monies from March 3, 2021, through the date(s) that it received its ARP distribution(s). In other words, if a local government expended its own resources to fund an ARP-eligible program or project sometime after March 3, 2021, but before it received the ARP cash, the local government may reimburse the applicable general fund or enterprise fund with ARP monies. The reimbursed monies are not restricted. They may be spent for any public purpose allowed by state law.

Investment Earnings

Once a local government receives the ARP monies, the funds must be deposited in one or more bank accounts in the unit's official depositor(ies). The finance officer may open a separate bank account for ARP funds, but that is not legally required. Instead, the finance officer may co-mingle the ARP funds with its other revenues in an existing bank account. The finance officer must be able to separately track the ARP monies as an accounting matter, though. And the ARP funds should not be combined with CARES Act (aka CRF) monies or other grant funds for accounting purposes.

The finance officer may invest its ARP funds in the same ways that it invests other local government revenues. **G.S. 159-30** details the authorized investment vehicles. According to the **US Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions**, a local government is not required to remit interest earned on ARP monies to the US Treasury. (Normally, a grantee must remit interest over \$500 per year on grant funds to the federal government.) The payments are not subject to the requirement of the Cash Management Improvement Act. They also are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

Under state law, a finance officer must proportionally allocate any investment proceeds from co-mingled funds according to budgeting fund. That means that the proportional share of investment earnings from ARP monies must be allocated back to the special revenue fund or grant project ordinance. However, these investment proceeds are not legally restricted by the grant. See **US Treasury Compliance and Reporting Guidance.** They may be used for any public purpose authorized by state law.

Supplant General Revenue Expenditures for Pandemic Purposes

Finally, a local government to use ARP funds for eligible pandemic-specific expenses. That will free up general revenue to be used for traditional local government expenditures.



Links

- [public-inspection.federalregister.gov/2021-10283.pdf](https://www.federalregister.gov/public-inspection/2021-10283.pdf)
- [home.treasury.gov/system/files/136/SLFRPFAQ.pdf](https://www.treasury.gov/system/files/136/SLFRPFAQ.pdf)
- [home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf](https://www.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf)
- naco.sharefile.com/share/view/s41a8f7bd327b462fb84de7c386c36071
- [home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf](https://www.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf)
- www.epa.gov/sites/production/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_versioni.pdf
- www.epa.gov/sites/production/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf
- www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_159/GS_159-30.pdf



Walter M. Gardner, Jr. – Mayor
Robert F. Davie, Jr. – Town Administrator

P.O. Box 281
Warrenton, NC 27589-0281
(252) 257-1122 Fax (252) 257-9219
www.warrenton.nc.gov

COVID Mitigation Options (September 2021)

Because of the increase in number of COVID cases locally, the increase of vaccinated persons getting COVID and the Delta variant, below are possible COVID mitigation measures for discussion.

- Close Town Hall lobby to the public, utilizing the drop box for utility payments
- Vaccinations required of town staff, or provide negative test results once a week.
- When staff are interacting within six feet of each other or enclosed in a car with another person, a mask should continue to be worn.
- Limit Board Room meetings to elected officials and staff who are vaccinated. Public and elected officials have option to utilize Zoom.
- If staff person tests positive, must remain out of work for ten days. Staff persons in close contact of positive case must be tested and remain at home till test results are negative.

Justification

The League of Municipalities has recommended that all NC municipalities... “require employees to show proof of vaccination or begin undergoing weekly COVID-19 rapid testing.”

Warren County’s policy consists of:

- 1) All visitors to County facilities for service, must have a mask on for service. It is not contingent upon vaccination status.
- 2) County employees are required to wear masks, when: 1) Providing service to the public indoors, 2) In their offices is they are not able to maintain 6ft. of social distancing
- 3) If we discover a positive case in our facility related to an employee, we close (usually try to do this in the afternoon, but it depends on when we receive notice) the facility for sanitizing by our Buildings and Grounds staff.
- 4) At this time, we are not considering mandatory vaccination. We did an information survey and we have well over half of our employees that have received the vaccine, voluntarily.

Additional Concerns

The two individuals who handle water payments are in a high-risk category.



Walter M. Gardner, Jr. – Mayor
 Robert F. Davie, Jr. – Town Administrator

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Nationwide Parking Lot Update

- Meeting with Butch Meek to discuss preliminary plan. Identified need for exchange of right of ways: walkway from Nationwide to Town, lot exit from Town to Nationwide. Possible need for retaining wall. Shared updates with Community Center.
- Estimate 22 to 25 parking spots and two additional handicapped spots.
- Understanding that Farmers Market does not intend to officially locate in proposed grocery store space.

Parking lot - Nationwide	Costs
Purchase Price	\$ 30,000.00
Survey	\$ 2,000.00
Engineering of plan	
Grading	
Gravel	
Storm water catch basins/pipes	
Curb and gutter	
Paving	
Inspection	

USDA Grant Requirements
cap of \$50,000 in grant funds
35% grant 65% loan
Engineering Plan
Environmental Review?

Other contingencies
Completion of apartments

Very rough estimate on paving	
11401 s/f or 1267 s/y	
2 inch depth of paving	\$ 20,272.00



HURT LLC

PO Box 9038 - Rocky Mount NC - 252.714.3710 - michaeljhurt@hurtorg.com

Council,

9/2/2021

We wanted to give you a status update regarding the Warrenton Furniture Warehouse. We are anticipating closing on "The Dameron Building" sometime during the month of October, worst case November.

We have already completed the schematics of the building and have determined that we'll be able to attain (22) apartment units consisting of (15) 1 bedroom 1 bath, (7) 2 bedroom 1 bath, and (4) commercial retail. Our goal is to have financing secured by the end of the year and start the revitalization of the building immediately. We've already treated the building for termites and have started the Historic Tax Credit process.

We trust that The Town of Warrenton is still proceeding with the public parking lot as originally agreed to, as this is paramount to the success of our estimated \$2,000,000.00 project. We also anticipate an estimated value of approximately \$2.8 Million once completed. Please advise if you have any questions. Thanks.

Michael J. Hurt

Hurt LLC



Walter M. Gardner, Jr. – Mayor
Robert F. Davie, Jr. – Town Administrator

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Museum Committee Requests

The town's museum committee held its monthly meeting (with quorum that included the mayor) and approved draft bylaws, fashioned from the bylaws written by attorney Bob Jessup for the Warren County Public Facilities Company, when its 501(c)3 was established.

- Upon review by the Town attorney, the museum committee is asking that the bylaws be included on the agenda for board approval so that the committee can move forward with a packet to the IRS. (motion needed)
- Also at the September meeting, the museum committee is asking the Town Board to dissolve the museum committee since it will be functioning as an incorporated nonprofit going forward. (motion needed)
- Museum Committee is also requesting Board approval to transfer funds set aside by the Town into a new bank account under the new 501(c)3, when it is ready to receive those funds. Funds currently total \$17,143.12. (motion needed)

Parts of Bylaws Pertinent to BOC

3.02 Initial BOD to remain and upon approval of bylaws.

3.02. Initial Directors. The Board's initial Directors are as follows: Anne Harris, Annette Silver, Jennifer Franks, Walter Gardner, Hermenia Salmon, D.K. Trotman, and Julian Greene.

3.06 Town Board may replace directors.

3.06. Removal of Directors. The Board, by the unanimous vote of all other Directors then in office, may remove any Director with or without cause and at any time, whenever in the Board's judgment the Corporation's best interests will be served thereby.

In addition, the Warrenton Town Board (or any successor to the functions of such governing board) by resolution may remove any Director at any time with or without

cause. Any resulting vacancy shall be filled in accordance with the last paragraph of Section 3.04; provided, however, that if the Warrenton Town Board shall remove all of the Directors, the Warrenton Town Board at its option may appoint all new Directors, or may appoint at least two Directors and direct such Directors to elect the remaining Directors.



To: Walter M. Gardner, Jr., Mayor
Warrenton Town Commissioners
Robert Davie, Town Administrator

From: Anne Harris, Chairwoman
Plummer Hook & Ladder Museum Committee

Date: Monday, Sept. 13, 2021

Subject: Appointment of the initial board of directors
of the Plummer Hook & Ladder Fire Museum, Inc.

Attached please find the draft bylaws of the Plummer Hook & Ladder Fire Museum, Inc., the purpose of which is to assist the Town of Warrenton in creating, curating and operating the Plummer Hook & Ladder Fire Museum in order to preserve and broaden awareness of the significant contribution of African-Americans to the history of Warrenton, Warren County and the State of North Carolina. These bylaws, which have been reviewed by Town Attorney Mitch Styers, will be presented for adoption by the initial board of directors of the nonprofit corporation as we move toward achieving 501(c)3 status with the IRS.

Since the town established a working committee in 2004 for the purpose of creating the Plummer Hook & Ladder Fire Museum, much has been accomplished despite challenges including a national recession and global pandemic. With the recent renovation of Town Hall, the town has designated approximately two-thirds of the first floor for the museum, creating a beautiful physical space for display of memorabilia and artifacts from the town and county's first fire department.

Tonight, we request that the Warrenton Town Board approve the appointment of the initial board of directors of the Plummer Hook & Ladder Fire Museum Inc. as found on page 2, Article III, 3.02 of the draft bylaws. The initial board of directors reflects the current town committee.

Thank you for your consideration.

Respectfully,

Anne Harris, Chairperson
Plummer Hook & Ladder Museum Committee

BYLAWS OF
PLUMMER HOOK & LADDER FIRE MUSEUM, INC.

ARTICLE I

PURPOSE

The Plummer Hook & Ladder Fire Museum, Inc. is organized to engage in all lawful activities for which corporations may be organized under in N.C. Gen. Stat. Chapter 55A, and in particular for the following purposes:

(a) To assist Warrenton, North Carolina (the “Town”), a duly existing political subdivision of the State of North Carolina, in creating, curating and operating the Plummer Hook & Ladder Fire Museum (the “Museum”), all in order to preserve and broaden awareness of the significant contribution of African-Americans to the history of Warrenton, Warren County and the State of North Carolina;

(b) To enter into agreements with the Town, financial institutions and other relevant parties to fulfill its intended functions;

(c) To lessen the burdens of government and provide aid and assistance to the Town in development and operation of the Museum;

(d) To carry out such related functions as may be necessary or convenient to serving the primary purposes described above.

Notwithstanding any other provision of the Articles or these Bylaws the purposes for which the Corporation is organized are exclusively charitable and educational within the meaning of Section 501(c)3 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law. The Corporation shall not carry on any activities not permitted to be carried on (1) by an organization exempt from federal income tax under such Section 501(c)3 or future corresponding provision of law, or (2) by an organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law.

The Corporation shall have all corporate power and authority necessary and convenient to carry on any lawful activity calculated, directly or indirectly, to promote the Corporation’s interests and purposes.

No substantial part of the Corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing and distributions of statements) any political campaign on behalf of or in opposition to any candidate for public office.

No part of the Corporation's net earnings shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Corporation's purposes.

ARTICLE II

MEMBERS

The Corporation shall have no members.

ARTICLE III

DIRECTORS

3.01. Board of Directors: Size of Board. The Corporation's business and affairs shall be managed by a Board of Directors (the "Board") consisting of seven persons (except in the case of temporary vacancies), which shall exercise all powers of the Corporation.

3.02. Initial Directors. The Board's initial Directors are as follows: Anne Harris, Annette Silver, Jennifer Franks, Walter Gardner, Hermenia Salmon, D.K. Trotman, and Julian Greene.

3.04. Terms and Election of Directors. The term of each Director shall continue until such Director's successor has been duly appointed. Directors may serve an unlimited number of terms.

In the case of any vacancy among the Directors, the remaining Directors shall select a person to serve as a Director for the remaining portion of the term.

3.05. Compensation, Expenses. No officer or Director of the Corporation shall receive any compensation for service to the Corporation in any capacity, except that Town officers and employees may perform services to the Corporation as part of their respective positions with the Town. Directors and officers may, however, receive appropriate

reimbursement for expenditures made on behalf of the Corporation and approved by the Board, and in addition Directors and officers may receive meals and services in connection with Board or committee meetings.

3.06. Removal of Directors. The Board, by the unanimous vote of all other Directors then in office, may remove any Director with or without cause and at any time, whenever in the Board's judgment the Corporation's best interests will be served thereby.

In addition, the Warrenton Town Board (or any successor to the functions of such governing board) by resolution may remove any Director at any time with or without cause. Any resulting vacancy shall be filled in accordance with the last paragraph of Section 3.04; provided, however, that if the Warrenton Town Board shall remove all of the Directors, the Warrenton Town Board at its option may appoint all new Directors, or may appoint at least two Directors and direct such Directors to elect the remaining Directors.

ARTICLE IV

COMMITTEES

4.01. Committees Authorized. The Board, upon authorization by the affirmative vote of at least a majority of the Directors, may from time to time establish additional committees and appoint committee members, for such purposes not inconsistent with law (including N.C.G.S. 55A-8-25) as the Board may determine from time to time to be in furtherance of the Corporation's purposes. Committees may include persons other than Directors, but each committee must include at least two Directors.

4.02. Committee Meetings and Other Procedures. The procedures for the calling of meetings and conduct of other business by committees shall be in accordance with the provisions set out in these Bylaws as applicable to the Board as a whole.

ARTICLE V

MEETINGS OF DIRECTORS

5.01 Regular Annual Meeting. The Board shall meet at least annually for the purpose of electing officers, passing upon reports of the previous year and transacting such other business as may come before the meeting. The President, by notice provided to all Directors as provided for in Section 5.06, shall establish the date, time and place of such annual meeting. If the President makes no alternate provisions, the Board shall meet at 7:00 p.m. on the second

Tuesday of May in each year, at the Corporation's principal office. The Secretary shall give notice of the regular annual meeting as provided for in Section 5.06.

5.02 Special Meetings. Special meetings of the Board may be called by the President or by any two Directors, and it shall thereupon be the Secretary's duty to cause notice of such meeting to be given as provided in Section 5.06. The President or the Directors calling the meeting shall fix the time and place for the holding of the meeting.

5.03 Informal Action. Action taken by the Directors without a meeting is nevertheless Board action if written approval of the action in question is signed by all of the Directors and filed with the Corporation's official minutes.

5.04 Quorum. Four directors shall constitute a quorum; provided, however, that if less than such number of Directors is present at any duly called meeting, a majority of the Directors present may adjourn the meeting from time to time; and provided further that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting. Any one or more Directors may participate in a meeting of the Board by means of a conference telephone or similar communications device which allows all persons participating in the meeting to hear each other and such participation in a meeting shall be deemed present in person at such meeting.

5.05. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except to the extent these Bylaws or any applicable provision of law establishes a different requirement for corporate action.

5.06. Notice of Board Meetings. Written notice of the time and place of any regular or special Board meeting, unless waived, shall be delivered to each Director not less than five days prior to the meeting date. Notice shall be deemed given when delivered in person, when sent electronically, the receipt of which is confirmed by telephone or otherwise, or, if mailed, three days after the date such notice, with postage prepaid, is deposited in the United States mail addressed to the Director at such address as appears on the Corporation's records.

5.07. Waiver of Notice; Presumption of Assent. Any Director may waive in writing any notice of a meeting required to be given by these Bylaws, and may make such waiver either before or after such meeting. The waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Secretary for inclusion in the minutes or filed with the corporate records. A Director's attendance at any meeting shall constitute such Director's waiver of notice of such meeting, unless the Director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

ARTICLE VI

OFFICERS

6.01. Designation. The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may determine from time to time or as may be appointed pursuant to these Bylaws to perform such duties as may be designated.

6.02. Election and Terms of Officers. The Board shall elect the President, Vice President and any other officers determined by the Board biannually at its regular annual meeting provided for in Section 5.01 commencing in the year 2022. Each officer shall hold office for two years and until such officer's successor shall have been elected. Except as otherwise provided in these Bylaws, the Board shall fill any vacancy in any office for the unexpired portion of the term. The President and the Vice President shall be members of the Board, but no other officer need be a Board member. No one person may serve in more than one of the offices enumerated in the Bylaws.

6.03. Removal of Officers and Agents. The Board, with or without cause, may remove any officer or agent elected or appointed by the Board, whenever in the Board's judgment the Corporation's best interests will be served thereby.

6.04. The President. The President shall

(a) be the Corporation's principal executive officer, shall in general supervise and control all of the Corporation's business and affairs, and unless otherwise determined by the Directors, shall preside at all Board meetings;

(b) sign any contracts or other instruments or agreements authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board to some other officers or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and

(c) in general perform all duties incidental to the office of the President and such other duties as the Board may assign from time to time.

6.05. Vice President. In the absence of the President or upon the President's inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions applicable to the

President. The Vice President shall also perform such other duties as the Board may assign from time to time.

6.06 Secretary. The Secretary shall

(a) keep the minutes of the meetings of the Board and any committees in one or more books provided for that purpose.

(b) see that all notices are fully given in accordance with these Bylaws or as required by law;

(c) be custodian of the Corporation's corporate records and of the Corporation's seal, and affix the Corporation's seal to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

(d) keep a register of the names and mailing and email addresses of all Directors.

(e) have general charge of the Corporation's books and records.

(f) keep on file at all times a complete copy of the Corporation's Articles of Incorporation and Bylaws containing all amendments thereto (which copy shall always be open to the inspection of any Directors), and at the Corporation's expense, forward a copy of the Bylaws and of all amendments thereto to each Director.

(g) send to the Town (i) a record of each of the Corporation's annual meetings, and (ii) notice of the names, addresses and terms of office of all Directors at each time a Director is elected to the Board.

(h) designate, at any time and from time to time by a certificate filed with the Corporation's records, one or more Directors as Assistant Secretaries to serve at the pleasure of the Secretary. Any Assistant Secretary so appointed shall have such powers and duties as the Secretary shall specify (orally or in writing). Upon each such appointment, the Secretary shall notify the President (orally or in writing, but in writing if the President shall so direct) of the fact of the appointment, the name of the appointee and the specific purposes for which the Secretary has made such appointment.

(i) in general, perform all the duties incident to the offices of Secretary, and such other duties as the Board may assign from time to time.

6.07. Treasurer. The Treasurer shall

(a) unless otherwise provided by the Board, have charge and custody of and be responsible for all funds and securities of the Corporation.

(b) unless otherwise provided by the Board, be responsible for the receipt of and issuance of receipts for all moneys due and payable to the Corporation and for the deposit of all such moneys in the name of the Corporation in such bank or banks, trust companies or other depositories, as shall be selected in accordance with the provisions of these Bylaws.

(c) designate, at any time and from time to time by a certificate filed with the Corporation's records, one or more Directors as Assistant Treasurers to serve at the pleasure of the Treasurer. Any Assistant Treasurer so appointed shall have such powers and duties as the Treasurer may delegate from time to time (orally or in writing), Upon each such appointment, the Treasurer shall notify the President (orally or in writing, but in writing if the President shall so direct) of the fact of the appointment, the name of the appointee and the specific purposes for which the Treasurer has made such appointment.

(d) in general, perform all the duties incident to the offices of Treasurer, and such other duties as the Board may assign from time to time.

6.08. Bonds of Officers. The Board in its discretion may require any officer, agent or employee of the Corporation to give bond in such amount and with such surety as the Board shall determine.

ARTICLE VII

FINANCIAL TRANSACTIONS

7.01. Authorization. Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation, and such authority may be general or confirmed to specific instances.

7.02. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, employee or employees of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Corporation's President or Vice President.

7.03. Deposits. All Corporate funds shall be deposited from time to time to the Corporation's credit in such bank or banks or other depositories as the Board may select.

7.04. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or any special purpose of the Corporation.

ARTICLE VIII

INDEMNITY OF DIRECTORS AND OFFICERS

The private property of the Directors and officers shall be exempt from execution or other liability for any debts of the Corporation, and no Director or officer shall be personally liable or responsible for any debts or liabilities of the Corporation.

The provisions of N.C.G.S. Chapter 55A, Article 8, Part 5, or any successor provision, shall fully apply without restriction or limitation as to indemnification of and advancing litigation expenses to Directors, officers, employees or agents of the Corporation. All officers and Directors shall be deemed to have relied on this provision.

To the extent provided in N.C.G.S. Section 55A-8-60, except as limited by N.C.G.S. Section 55A-2-02, no Director, officer, employee or agent of the Corporation shall be personally liable for money damages as a result of any action for breach of such person's duty as a Director, officer, employee or agent of the Corporation, whether by or in the right of the Corporation or otherwise.

No amendment or repeal of this article, nor the adoption of any other amendment to these Articles or these Bylaws inconsistent with this provision, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal or adoption.

ARTICLE IX

AMENDMENTS TO BYLAWS

9.01. In General. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of two-thirds of the Directors present at any regular or special meeting, provided a quorum, as provided in these Bylaws, be present and provided the notice of such meeting shall have obtained a copy of the proposed alteration, amendment or repeal, or such requirement shall have been duly waived by all Directors.

ARTICLE X

OFFICES

10.01. Principal Office. The Corporation's principal office shall be located at such place as the Board may fix from time to time. The street address of the Corporation's initial principal office shall be 119 East Market St., Warrenton, NC 27589.

10.02. Registered Office. The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office. The street address of the Corporation's initial registered office shall be 119 East Market St., Warrenton, NC 27589.

10.03. Other Offices. The Corporation may have offices at such other places within the State of North Carolina as the Board may designate from time to time.

ARTICLE XI

MISCELLANEOUS

11.01. Rules and Regulations. The Board shall have power to make and adopt such rules and regulations not inconsistent with law, the Articles of Incorporation, or these Bylaws, as it may deem advisable for the management of the Corporation's business and affairs.

11.02. Seal. The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the word "SEAL" or "CORPORATE SEAL."

11.03. Fiscal Year. The Corporation's fiscal year shall end on each June 30.

11.04. Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of its Board and committees, and shall keep at its registered or principal office a record giving the names and addresses of the Directors.

Warrenton Budget Amendments

Date: 9/13/2021
 Number: #2

Purpose of Amendment: The purpose of this budget amendment is to increase the MS Downtown Redevelopment Grant (Milano's) budget to include legal fees.

Fund Name: MS Downtown Redevelopment Gra

Revenue

Account Title/Number:	Increase Amount	Decrease Amount
Transfer In from GF/53-381-037	17,000	
Subtotal	17,000	-
Total	17,000	
Grand Total	-	

Expenditure

Account Title/Number:	Increase Amount	Decrease Amount
Legal Fees'/53-430-200	17,000	
Subtotal	17,000	-
Total	17,000	



Small Business
Energy Saver

Duke Energy Small Business
Energy Saver Program

Energy Efficiency Proposal

Presented to:

Town of Warrenton
Robert Davie (Manager
Town/City/County)
WARRENTON TOWN OF
136 S Main St

Warrenton, NC, 27589
252-257-1122
Townadministrator@warrenton.nc.gov

Presented by:

Allen Oakley
Energy Service Representative
LIME ENERGY SERVICES CO.

16810 Kenton Drive,
Suite 240
Huntersville, NC 28078
704-533-5173
Allen.Oakley@Lime-Energy.com



Contents:

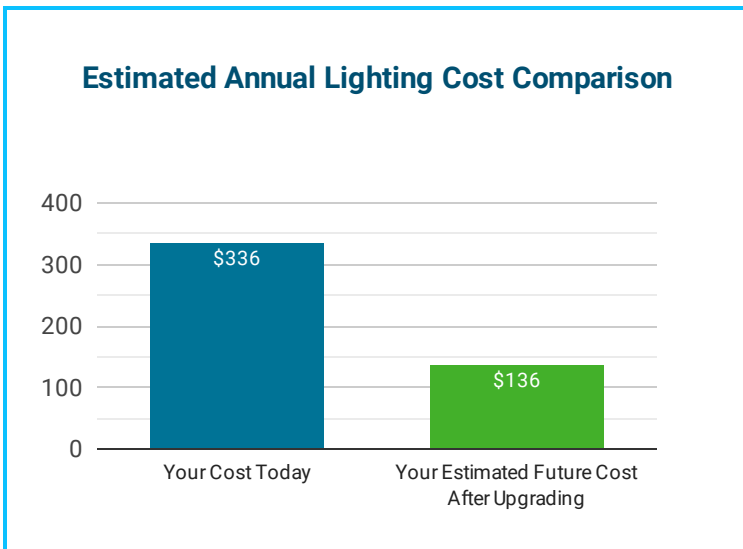
- 2** Summary
- 3** Payment Options
- 4** Scope of Work
- 5** Delivery Plan
- 6** Participation Agreement
- 10** Payment Information

Accept this proposal today to join
over **22,424** businesses that have
already upgraded and started to
save on their bottom line!

Summary

Your business could spend up to **\$200** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS	EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*
<p>✓ Reduce Maintenance Costs</p>	<p>\$ Savings after 1 Month..... \$16.65</p>
<p>✓ Enhance Employee Productivity</p>	<p>\$ Savings after 1 Year..... \$199.75</p>
<p>✓ Increase Customer Comfort to Improve Sales</p>	<p>\$ Savings after 5 Years..... \$998.74</p>



Total Upgrade Cost	\$1,069.66
Utility Incentive (45%)	\$476.50
Your Cost (55%)	\$593.16
Est. Annual Savings*	\$199.75/yr
Est. Investment Payback**	36 Months
Est. 1st Yr Return on Investment	34%

* Estimated savings in dollars is based on a rate of \$0.105 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.
 ** Estimated Investment Payback is the amount of time it is expected to take to recover the project investment through energy savings, dividing initial cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	32
Est. 1st year return on investment	38%
Deposit (0%)	\$0.00
Total Payment	\$530.26

10.60 % discount of **\$62.90** if you pay upgrade in full after completion

* Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months
Monthly Savings	\$16.65
Monthly Payment	\$49.43
Monthly Cash Flow	(\$32.78)

Payment plans are offered through Lime (the "Lender").

Scope of Work

		Building: WARRENTON TOWN OF		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item		
1	Floor 1: Hallway	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with (2) 4' RLED 4100K Lamps.	4	Watts: 144 kWh: 300 Est. Hours: 2,086		
2	Floor 1: Offices	A 1x4, 4-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (4) 4' RLED 4100K Lamps.	3	Watts: 210 kWh: 438 Est. Hours: 2,086		
3	Floor 1: Offices	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	8	will be Retrofit with (4) 4' RLED 4100K Lamps.	8	Watts: 560 kWh: 1,168 Est. Hours: 2,086		

Total Est. kW Savings *	0.91
Total Est. kWh Savings **	1,906

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042
www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name:	WARRENTON TOWN OF
Address:	Po Box 281, Warrenton , NC, 27589
Duke Energy Customer Name	Warrenton Town Of
Facility Address	136 S Main St, Warrenton , NC, 27589
Phone: 252-257-1122	Fax: (252) 257-1122
E-Mail Address:	Townadministrator@warrenton.nc.gov
Lime Energy Project Number	PRG00295679.2

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Robert Davie

Title: Manager Town/City/County

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$1,006.76
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$476.50
Customer Deposits	\$0.00
Customer Balance	\$530.26

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

LIME ENERGY SERVICES CO.

Name: Allen Oakley

Title: Energy Service Representative

Address: 16810 Kenton Drive, Suite 240 Huntersville, NC 28078

Telephone/Fax: (704) 533-5173 / (704) 892-5907

Email: Allen.Oakley@Lime-Energy.com

PAYMENT TERMS

Number of Months:	1
Monthly Payment Amount	\$530.26
Discounted Customer Price:	\$530.26

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):



Lump Sum Payment. Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$530.26 paid upon completion of the Work.



12 Payments. Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in 12 monthly payments of \$49.43 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof.



Extended Financing Option. Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

agents, subcontractors, vendors or such other party under the control of the Participating Customer:

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours. The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected a Payment Plan or Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

Initial:

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its

1. **a. Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
2. **b. Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
3. **c. Energy Savings Disclaimer** - Neither Duke Energy nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call 1.855.232.1042 or visit www.sbeswarranty.com for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

1. **a.** The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company and lender shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company and lender with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
2. **b.** If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.
Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Payment Plans or the Extended Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.
3. **c.** Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company
4. **d.** Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Neither the Company nor Duke Energy shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc., Duke Energy Carolinas, LLC., Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in North Carolina, Ohio, Kentucky, or Indiana in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, Ohio, Kentucky, or Indiana.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications

Participation Agreement

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty

products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: WARRENTON TOWN OF

EIN:

Facility Address: 136 S Main St, Warrenton , NC, 27589

Phone Number: 252-257-1122

Email Address: Townadministrator@warrenton.nc.gov

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Lime. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line.
Lime Accounts Receivable Department
100 Mulberry Street, 4 Gateway Center, 4th Floor
Newark, NJ 07102
- Lime's Online Payment Portal: You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at www.paylime.com.
- Lime's Payment by Phone Service: You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Lime Energy Services Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**

Payment Information

- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds (“NSF”) I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state’s law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender

E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

(A) Owner, Tenant, or Real Property Contractor

Address

City State Zip Code

(B) Real Property Contractor (General Contractor or Subcontractor) Hired to perform capital improvement

LIME ENERGY

Address

16810 KENTON DRIVE

City State Zip Code

HUNTERSVILLE NC 28078

Describe capital improvement to be performed:

ENERGY EFFICIENCY UPGRADE

Project Name

Project Address (where the work is to be performed)

SAME AS ABOVE

City

State

Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section execute a blanket affidavit.)

(C) Real Property Contractor

Address

City State Zip Code

(D) Real Property Contractor or Subcontractor Hired to perform capital improvement

Address

City State Zip Code

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, is generally required to be issued (see exceptions below) to substantiate that a contract, or a portion of work performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Exceptions to the Requirement to Issue Form E-589CI

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). **The following exceptions do not apply to remodeling.**

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

Section I. Single Use Instructions

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I - Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter lessee or tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.



Small Business
Energy Saver

Duke Energy Small Business
Energy Saver Program

Energy Efficiency Proposal

Presented to:

Town of Warrenton Waste Water Plant

Robert Davie (Manager)
Town/City/County)
WARRENTON TOWN OF
Hwy 401

Warrenton, NC, 27589
252-257-1122
Townadministrator@warrenton.nc.gov

Presented by:

Allen Oakley

Energy Service Representative
LIME ENERGY SERVICES CO.

16810 Kenton Drive,
Suite 240
Huntersville, NC 28078
704-533-5173
Allen.Oakley@Lime-Energy.com



Contents:

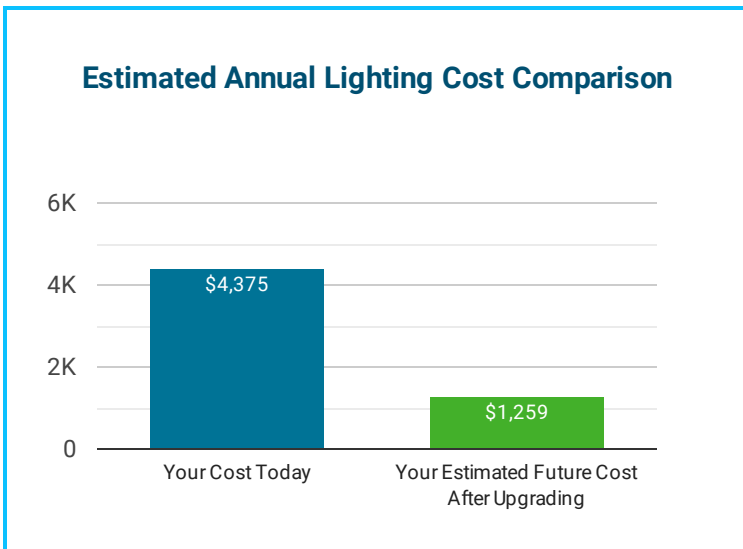
- 2** Summary
- 3** Payment Options
- 4** Scope of Work
- 5** Delivery Plan
- 6** Participation Agreement
- 10** Payment Information

Accept this proposal today to join
over **22,424** businesses that have
already upgraded and started to
save on their bottom line!

Summary

Your business could spend up to **\$3,117** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS	EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*
<p>✓ Reduce Maintenance Costs</p>	<p>\$ Savings after 1 Month..... \$259.71</p>
<p>✓ Enhance Employee Productivity</p>	<p>\$ Savings after 1 Year..... \$3,116.54</p>
<p>✓ Increase Customer Comfort to Improve Sales</p>	<p>\$ Savings after 5 Years..... \$15,582.71</p>



Total Upgrade Cost	\$5,625.36
Utility Incentive (68%)	\$3,802.44
Your Cost (32%)	\$1,822.92
Est. Annual Savings*	\$3,116.54/yr
Est. Investment Payback**	7 Months
Est. 1st Yr Return on Investment	171%

* Estimated savings in dollars is based on a rate of \$0.105 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.
 ** Estimated Investment Payback is the amount of time it is expected to take to recover the project investment through energy savings, dividing initial cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment - **Best Option!**

Est. Investment Payback *	6
Est. 1st year return on investment	191%
Deposit (0%)	\$0.00
Total Payment	\$1,629.62

10.60 % discount of **\$193.30** if you pay upgrade in full after completion

* Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Payment Plans

Term	12 Months
Monthly Savings	\$259.71
Monthly Payment	\$151.91
Monthly Cash Flow	\$107.80

Payment plans are offered through Lime (the "Lender").

Scope of Work

		Building: WARRENTON TOWN OF		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item		
1	Floor 1: Offices	A 2x4, 4-Lamp T12 Fluorescent Fixture	13	will be Retrofit with (4) 4' RLED 5000K Lamps.	13	Watts: 1,456 kWh: 4,555 Est. Hours: 3,129		
2	Floor 1: Hallway	A 2x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 168 kWh: 526 Est. Hours: 3,129		
3	Floor 1: Hallway	An Exit Sign Containing (2) 20w Incandescents with Battery Back Up	2	will be Replaced with a New Universal LED Exit Sign with Battery Backup	2	Watts: 76 kWh: 666 Est. Hours: 8,760		
4	Floor 1: Restrooms	A 2x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 5000K Lamps.	3	Watts: 168 kWh: 526 Est. Hours: 3,129		
5	Floor 1: Restrooms	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with (2) 4' U-Bent RLED 5000K Lamps.	1	Watts: 52 kWh: 163 Est. Hours: 3,129		
6	Floor 1: Restrooms	A 100w Incandescent Fixture	2	will be retrofit with a 11w Dimming Hardwire LED Can Retrofit Kit, Selectable Color Temp.	2	Watts: 178 kWh: 557 Est. Hours: 3,129		
7	Floor 1: Shop	A 1x8, 4-Lamp T12 Fluorescent Fixture	6	will be Retrofit with (4) 4' RLED 5000K Lamps.	6	Watts: 672 kWh: 2,102 Est. Hours: 3,129		
8	Floor 1: Shop	A 1x8, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (4) 4' RLED 5000K Lamps.	2	Watts: 224 kWh: 1,962 Est. Hours: 8,760		
9	Filter Bld: Main	A 1x8, 4-Lamp T12 Fluorescent Fixture	9	will be Retrofit with (4) 4' RLED 5000K Lamps.	9	Watts: 1,260 kWh: 11,038 Est. Hours: 8,760		
10	Chlorine bld: Main	A 1x4, 2-Lamp T12 Fluorescent Fixture	8	will be replaced with a LED 38W 4FT VAPORTITE	8	Watts: 453 kWh: 3,964 Est. Hours: 8,760		
11	Recirculation bld: Main	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with (2) 4' RLED 5000K Lamps.	6	Watts: 420 kWh: 3,679 Est. Hours: 8,760		

Total Est. kW Savings *	5.13
Total Est. kWh Savings **	29,738

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042
www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name:	WARRENTON TOWN OF
Address:	Po Box 281, Warrenton , NC, 27589
Duke Energy Customer Name	Warrenton Town Of
Facility Address	Hwy 401, Warrenton , NC, 27589
Phone: 252-257-1122	Fax: (252) 257-1122
E-Mail Address:	Townadministrator@warrenton.nc.gov
Lime Energy Project Number	PRG00207786.1

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Robert Davie

Title: Manager Town/City/County

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$5,432.06
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$3,802.44
Customer Deposits	\$0.00
Customer Balance	\$1,629.62

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

LIME ENERGY SERVICES CO.

Name: Allen Oakley

Title: Energy Service Representative

Address: 16810 Kenton Drive, Suite 240 Huntersville, NC 28078

Telephone/Fax: (704) 533-5173 / (704) 892-5907

Email: Allen.Oakley@Lime-Energy.com

PAYMENT TERMS

Number of Months:	1
Monthly Payment Amount	\$1,629.62
Discounted Customer Price:	\$1,629.62

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):



Lump Sum Payment. Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$1,629.62 paid upon completion of the Work.



12 Payments. Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in 12 monthly payments of \$151.91 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof.



Extended Financing Option. Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

agents, subcontractors, vendors or such other party under the control of the Participating Customer:

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours. The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected a Payment Plan or Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

Initial:

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its

1. **a. Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
2. **b. Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
3. **c. Energy Savings Disclaimer** - Neither Duke Energy nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call 1.855.232.1042 or visit www.sbeswarranty.com for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

1. **a.** The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company and lender shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company and lender with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
2. **b.** If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.
Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Payment Plans or the Extended Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.
3. **c.** Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company
4. **d.** Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Neither the Company nor Duke Energy shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc., Duke Energy Carolinas, LLC., Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Indiana, Inc. depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in North Carolina, Ohio, Kentucky, or Indiana in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, Ohio, Kentucky, or Indiana.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications

Participation Agreement

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty

products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: WARRENTON TOWN OF

EIN:

Facility Address: Hwy 401, Warrenton , NC, 27589

Phone Number: 252-257-1122

Email Address: Townadministrator@warrenton.nc.gov

Thank you for allowing Lime Energy Services Co. ("Lime") to assist you with your energy efficiency project. We want to make the process of making payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments will be made directly to Lime. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit at the time you sign your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the work. This Payment Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Lime. These payment methods will depend upon the billing option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Project Completion Form.

LUMP SUM PAYMENTS: If you elected to pay Lime in a lump sum, you have a number of ways of making your payment. You will be invoiced by Lime for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line.
Lime Accounts Receivable Department
100 Mulberry Street, 4 Gateway Center, 4th Floor
Newark, NJ 07102
- Lime's Online Payment Portal: You can set up a payment by credit or debit card, or an ACH transfer from your bank account using Lime's Payment Portal, available at www.paylime.com.
- Lime's Payment by Phone Service: You can call Lime to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-PAY-LIME or (1-833-729-5463) during normal customer service hours (9:00 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Lime Energy Services Co., its agents, successors, and assigns, hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank or credit union you designate. You represent that you are an authorized signer on the account or card that you provide for payment. You further authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the associated Project Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated in the Project Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or other amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debits to your card or account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in such time and manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be able to terminate an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- **IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION TO COMPANY, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE AGREEMENTS, LESS ANY AMOUNTS YOU PREVIOUSLY PAID.**

Payment Information

- For payments you arrange electronically, you understand that because these are electronic transactions, these funds may be withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being rejected for Non-Sufficient Funds (“NSF”) I understand that Lime may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$50.00 charge (or the maximum amount allowed by your state’s law) for each attempt returned for NSF which will be initiated as a separate transaction from the authorized recurring payment
- **A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR DUE TO INSUFFICIENT FUNDS.**

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing, the terms of that arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you selected will be shown on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy Savings Agreement directly to the Lender

E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

(A) Owner, Tenant, or Real Property Contractor

Address

City State Zip Code

(B) Real Property Contractor (General Contractor or Subcontractor) Hired to perform capital improvement

LIME ENERGY

Address

16810 KENTON DRIVE

City State Zip Code

HUNTERSVILLE NC 28078

Describe capital improvement to be performed:

ENERGY EFFICIENCY UPGRADE

Project Name

Project Address (where the work is to be performed)

SAME AS ABOVE

City

State

Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section execute a blanket affidavit.)

(C) Real Property Contractor

Address

City State Zip Code

(D) Real Property Contractor or Subcontractor Hired to perform capital improvement

Address

City State Zip Code

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, is generally required to be issued (see exceptions below) to substantiate that a contract, or a portion of work performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Exceptions to the Requirement to Issue Form E-589CI

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). **The following exceptions do not apply to remodeling.**

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

Section I. Single Use Instructions

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I - Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor** (*General Contractor or Subcontractor*): Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor** (*General Contractor or Subcontractor*): Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter lessee or tenant's name and address.
- **Box B - Real Property Contractor** (*General Contractor or Subcontractor*): Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor** (*General Contractor or Subcontractor*): Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.



Walter M. Gardner, Jr. – Mayor
Robert F. Davie, Jr. – Town Administrator

P.O. Box 281
Warrenton, NC 27589-0281
(252) 257-1122 Fax (252) 257-9219
www.warrenton.nc.gov

RESOLUTION
ADOPTING TAR RIVER REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Warrenton are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the town are particularly vulnerable to drought, severe weather, hurricane and tropical storm, tornado, winter storm, flood, and wildfire; and

WHEREAS, the Town desires to seek ways to mitigate the impact of identified hazard risks;
and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry;
and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Warren County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Commissioners of Warrenton to fulfill this obligation in order that the Town will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Town;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Warrenton hereby:

1. Adopts the Tar River Regional Hazard Mitigation Plan.
2. Vests Warren County Emergency Management with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Warren County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Warren County Board of Commissioners and Warrenton Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 13th day of September 2021.

Name
Mayor

Attest:

Name, Clerk
Warrenton Board of Commissioners

Certified by: _____ (SEAL)

Date: _____



Walter M. Gardner, Jr. – Mayor
Robert F. Davie, Jr. – Town Administrator

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RESOLUTION
GLOBAL ENTREPRENEURSHIP WEEK

Whereas, entrepreneurship functions as a vital component of Warrenton’s economy; and

Whereas, the Town of Warrenton embraces the entrepreneurial spirit, encourages innovation and exploration of new ideas to create 21st century jobs, and strives to enhance opportunities for individuals to start their own ventures; and

Whereas, entrepreneurs and their startups or small businesses are the driver of economic vitality across the state, particularly in rural and underserved communities, accounting for two-thirds of new jobs; and

Whereas, entrepreneurship can help prepare the Town’s return to a vibrant economy after the COVID-19 pandemic subsides and rebuild long-term growth and stability within local communities; and

Whereas, Global Entrepreneurship Week, aimed at making it easier for anyone, anywhere to start a company, is celebrated in over 170 countries; and

Whereas, this week-long celebration of entrepreneurship encompasses dozens of local and regional events, designed to expose residents to the idea of starting and running a business; connect participants to potential collaborators, mentors and even investors; and introduce them to new possibilities and exciting opportunities;

Therefore, we the Board of Commissioners of the Town of Warrenton do hereby establish November 8 through 14, 2021 as **Global Entrepreneurship Week** in Warrenton and ask the people of the Town to join in recognizing the value of entrepreneurship in job creation, education, innovation and economic growth in our community.

Resolved September 13, 2021

Walter M. Gardner, Jr. Mayor