



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

P.O. Box 281
Warrenton, NC 27589-0281
(252) 257-1122 Fax (252) 2579219
www.warrenton.nc.gov

BOARD OF COMMISSIONERS REGULAR MEETING
7:00 PM Board Meeting
November 10, 2025
AGENDA

Regular Meeting

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Conflict of Interest Statement
3. Proposed Agenda
4. Public Comments
5. Minutes of Board Meeting and Minutes of Public Hearing from October 13, 2025
6. Consent Agenda
 - a. Mission and Goals
 - b. Year-to-Date Revenue and Expenditure Reports (Budget vs. Actual)
 - c. Monthly Checks Report
 - d. Public Works Monthly Reports
 - e. WWTP Monthly Report
 - f. Police Activity Reports
 - g. Action Items from Prior BOC Meeting
 - h. Status of Grants
7. Committee Reports
 - a. Finance and Administration (Ms. Hunter)
 - i. Presentation of 2024-25 Audit – Shelton Ennis
 - b. Public Works (Mr. Blalock)
 - c. Public Safety (Mr. Ayscue)
 - d. Human Resources/Information Technology (Mr. White)
 - e. Revitalization/Historic District Commission (Mr. Coffman)
 - i. Statements of Interest to Serve
 - f. Beautification/Facilities (Ms. Sourelis)
 - g. Planning/Zoning/Annexation (Mr. Young)
8. Old Business
 - a. Social District Additional Information – for discussion and consideration
 - b. Frontier Warren update – for information
9. New Business
 - a. Closing of S. Main Street from Macon to Franklin for festivals – for consideration
 - b. Recognition of Woody King as Santa Clause – for discussion and consideration
 - c. Forgiveness of HDC Penalty Assessment – for discussion and consideration
 - d. Personnel Manual Update (recommended by insurer) – for discussion and consideration
 - e. Underground Utilities Engineering Estimate – for discussion
 - f. Employee Assistance Agreement (Police Dept, subject to legal review) – for discussion and consideration
 - g. Debris Site Agreement Renewal – for discussion and consideration
 - h. Legal Retainer Agreement – for discussion and consideration
10. Announcements
 - a. Christmas Parade on December 13th
11. Closed Session per NC GS § 143-318.11 (a.) (5) to discuss contract
12. 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**



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

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BOARD OF COMMISSIONERS REGULAR MONTHLY MEETING

October 13, 2025

7:00 P.M.

Minutes

Those in attendance were:

Mayor Walter Gardner	Commissioner Mary Hunter
Commissioner Nat White	Commissioner Dian Sourelis
Commissioner Michael Coffman	Commissioner John Blalock
Commissioner Jason Young	Commissioner Aaron Ayscue
Robert Davie, Town Administrator	Meredith Valentine, Finance Director
Bill Perkinson, Public Works Director	
David Elliott, Chief of Police	
Tracy Stevenson, Minute Taker	

Call to Order – Pledge of Allegiance and Moment of Silence

Mayor Walter Gardner called the regular monthly meeting of the Town of Warrenton Board of Commissioners to order on Monday, October 13, 2025, at 7:00 p.m. A Moment of Silence was held for the GAZA hostages that were released today and all who are sick, suffering, and in need. The Pledge of Allegiance was led by Commissioner White.

Conflict of Interest Statement and Proposed Agenda

The Conflict-of-Interest statement was reviewed. The Proposed Agenda was presented. Mayor Gardner requested the following addition to the proposed agenda:

Old Business

- (a) **Grant Project Ordinance – VW Settlement Grant – Charging Station – for consideration**

Commissioner Coffman made a motion to approve the proposed agenda as amended, with a second by Commissioner Hunter. The motion was approved by unanimous vote.

Public Comments

There were none.

Minutes

The minutes of the September 8, 2025, Board of Commissioners meeting were presented. Commissioner White made a motion to approve the minutes, with a second by Commissioner Young. The motion was approved by unanimous vote.

Consent Agenda

- (a) Mission and Goals
- (b) Year-to-date Revenue and Expenditure Reports (Budget vs. Actual)
- (c) Monthly Checks Report
- (d) Public Works Monthly Report
- (e) WWTP Monthly Report
- (f) Police Activity Report
- (g) Action Items from Prior BOC Meeting
- (h) Status of Grants
- (i) Budget Amendments #4, #5

Commissioner Young made a motion to approve the Consent Agenda as presented, with a second by Commissioner Sourelis. The motion was approved by unanimous vote.

Closed Session per NC GS 143-318.11 (a)(6) – Mayor Gardner announced that the Board would move into Closed Session. Commissioner Blalock made a motion to return to open session, with a second by Commissioner Ayscue. The motion was approved by unanimous vote.

Committee Reports

- (a) Finance and Administration –Commissioner Hunter had no additional report other than agenda items.
- (b) Public Works – Commissioner Blalock had no additional report other than agenda items. Public Works Director, Bill Perkinson informed the Board that the four-wheel drive tractor is currently in need of repair and is in the shop for evaluation. Commissioner Blalock made a motion to hire Brandon Elliott as the new Public Works Director beginning November 1, 2025, at an annual salary of \$93,000. Mr. Elliott will train under current Public Works Director, Bill Perkinson, until his retirement on December 31, 2025. With a second by Commissioner Coffman, the motion was approved by unanimous vote.
- (c) Public Safety – Commissioner Ayscue had no additional report other than agenda items. Chief David Elliott presented the monthly report to the Board.
- (d) Human Resources – Information Technology – Commissioner White had no additional report other than agenda items.
- (e) Revitalization/Historic District Commission – Commissioner Coffman stated that the Harvest Moon Festival was successful despite having a smaller turn out due to weather. Mr. Coffman stated that the Historic District Commission approved four Certificate of Appropriateness that included, a balustrade installed at 305 Halifax Street, a shed at 123 N. Front Street, removal of a pecan tree at 204 Church Street, and change in the length of a previously approved driveway at 217 N. Main Street.
- (f) Beautification/Facilities – Commissioner Sourelis had no additional report other than agenda items. Ms. Sourelis inquired about additional crosswalks located across NC DOT streets at various locations. Town Administrator, Robert Davie stated that he would follow up with NC DOT on same.

- (g) Planning/Zoning/Annexation – Commissioner Young stated that the Planning Board met and recommended several special-use permits for consideration by the Board. The Planning Board recommendations will be considered during the Old Business portion of the agenda.

Old Business

- **Grant Project Ordinances – USDA Leaf Machine – VW Settlement Charging Station - for consideration** – Town Administrator, Robert Davie presented the USDA Leaf Machine Grant Project Ordinance for consideration. Commissioner Blalock made a motion to approve the USDA Leaf Machine Grant Project ordinance as presented, with a second by Commissioner Coffman. The motion was approved by unanimous vote. Mr. Davie presented the VW Settlement Charging Station Grant Project Ordinance for consideration. Commissioner Coffman made a motion to approve the ordinance as presented, with a second by Commissioner Hunter. The motion was approved by unanimous vote.
- **Evidentiary Hearing: Special Use Permits – for consideration** – Town Administrator, Robert Davie presented the Planning Board recommendations for approval of four Special Use Permits for consideration. The application for 719 N. Main Street would allow for short-term rental (Air BNB). Commissioner Coffman made a motion to approve the special use permit based on the Planning Board recommendation and based on the fact that all ten of the requirements for a special use permit were met by applicant. Commissioner Sourelis seconded the motion, and the motion was approved by unanimous vote. The application for 414 Church Street would allow for short-term rental (Air BNB). Commissioner Coffman made a motion to approve the special use permit based on the Planning Board recommendation and that all ten of the requirements for a special use permit have been met by applicant. Commissioner Young seconded the motion, and the motion was approved by unanimous vote. The application for 114 Franklin Street would allow for outdoor sales of automobiles. Commissioner Coffman made a motion to approve the special use permit based on the Planning Board recommendation and that all ten of the requirements for a special use permit have been met by applicant. Commissioner White seconded the motion and the motion was approved by unanimous vote. The application for 669 US Highway 401 South would allow for construction and placement of a manufactured home in area designated R-20. Commissioner Coffman made a motion to approve the special use permit based on the Planning Board recommendation and that all ten of the requirements for a special use permit have been met by applicant. Commissioner Sourelis seconded the motion, and the motion was approved by unanimous vote.

New Business

- (a) **Social District – Request from Revitalization Committee -** Town Administrator, Robert Davie presented a Social District request from the Revitalization Committee for special events hosted by the Town, such as Harvest Moon and Eastern Bluebird Festivals. The request is for Town-sponsored events only. Commissioner Coffman requested that the Board take time to consider the request at a later meeting to allow for him to discuss details with Chief of Police, David Elliott and Town Administrator, Robert Davie.

Announcements – Mayor Gardner announced that early voting will start on Thursday, October 16, 2025, and urged everyone to exercise their right to vote.

With no further business, the meeting was adjourned.



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PUBLIC HEARING
Special Use Applications
October 13, 2025
6:45 PM

Mayor Gardner called the Public Hearing of the Town of Warrenton Board of Commissioners to order on Monday, October 13, 2025, at 6:45 p.m. The purpose of this public hearing is to invite citizen comments on various Special Use applications. Those attending were Mayor Walter Gardner, Town Administrator, Robert Davie, Commissioners Mary Hunter, John Blalock, Michael Coffman, Nat White, Dian Sourelis, Aaron Ayscue, and Jason Young.

Mayor Gardner asked for public comments.

There were no public comments. After fifteen minutes of open hearing the meeting was adjourned.

Mission

"Historically Great – Progressively Strong"

Five key tenets of the Town's mission are: maintaining small town charm, keeping the business district active, keeping young people excited about living in Warrenton, increasing prosperity and vibrancy, and understanding and capitalizing on a variety of histories while engaging the future.

In the most recent goal setting workshop, the Board identified top priorities for the Town:

GOAL 1: To improve water and sewer Infrastructure.

Key Strategic Actions

Work on the \$15 million of improvements already identified

- 1.5M already completed
- Apply for grants every 6 months

Ongoing

GOAL 2: To generate activity in downtown.

Key Strategic Actions

Revisualize SpringFest

Short term

Encourage pop-ups, like Lake Gaston coffee

Short term

Explore intern possibilities

Short term

Clean up Storefronts

Short term;

Seek compliance on existing violations.

Ongoing

Develop (options for) job description and salary range for position

Medium term

Fund Start Streetscape Plan (only as oppty presents)

Ongoing

GOAL 3: To add or enhance recreational opportunities.

Key Strategic Actions

Secure Parks & Rec Trust Fund grant for appraisal of Church Street 11 acres

Short term

CORE

Ongoing

Eye out for grants for existing park improvements that could include...

Ongoing

GOAL 4: To improve relationships with key partners.

Key Strategic Actions

Staff and Elected officials to reach out to Warren County Schools to express Town's interest in supporting schools and solicit their needs that Town can help with

- Explore plans for abandoned elementary school
- Gauge developer interest in redeveloping into teacher housing

Short term

Staff and Elected officials to reply to invitation from Warren County Government to attend joint board meetings and shared interests.

- Possible suggest rotating meetings.
- Develop relationships with other area municipalities

Short term and
Ongoing

GOAL 5: To increase the availability and variety of housing options.

Key Strategic Actions

Identify derelict properties. Consider fines or takeover and demolition.	Short term
Explore Main street options. Pay for acquisition or renovation?	Short term
Explore if abandoned elementary school can be converted to teacher housing	Medium Term
Connect with builders to determine their interest in available parcels	Ongoing
Eye out for opptys to add 'above retail' housing in downtown	Ongoing

GOAL 6: To sustain the work of the organization.

Key Strategic Actions

Plan for Key Staff Retirements

Network with area universities for interns (UNC MPA; SOG's Lead for NC; NC State for design) (short term)	Short term
Undertake informal salary study (on behalf of Police Department) by reaching out to NCLM or HRCentral or Warren County	Short term
Consider contracting for certification needs, when/where possible	Medium term
Encourage Kenny to keep getting certifications (ongoing)	Ongoing

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2025

34 FRONTIER WARREN								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
34-335-340 State Econ & Infra Dev Grant FW Rev	13,333	0.00	0.00	0.00	0.00	(13,333.00)		
34-351-422 Rent Paid to Town Frontier Warren	41,850	0.00	3,000.00	3,000.00	9,390.00	(32,460.00)	22%	
34-381-037 Transfer in from GF	1,988	0.00	0.00	0.00	0.00	(1,988.00)		
Revenues Totals:	57,171	0.00	3,000.00	3,000.00	9,390.00	(47,781.00)	16%	
Expenses								
34-405-203 Supplies	300	0.00	0.00	0.00	34.26	265.74	11%	
34-405-250 Lights/Heat/Security	3,000	1,230.19	191.25	191.25	944.81	825.00	73%	
34-405-251 Telephone/Internet	2,900	1,723.20	198.40	198.40	1,081.20	95.60	97%	
34-405-255 Bldg Maint/Clean Srvs	2,800	100.00	50.00	50.00	337.00	2,363.00	16%	
34-405-400 Liability Insurance	38	0.00	0.00	0.00	0.00	38.00		
34-405-422 Rent Paid by Town	34,500	18,000.00	3,000.00	3,000.00	15,000.00	1,500.00	96%	
34-405-499 Miscellaneous	300	0.00	0.00	0.00	0.00	300.00		
Non-Departmental Totals:	43,838	21,053.39	3,439.65	3,439.65	17,397.27	5,387.34	88%	
34-432-701 State Econ & Infra Dev Grant FW Exp	13,333	0.00	0.00	0.00	13,333.33	(0.33)	100%	
Totals:	13,333	0.00	0.00	0.00	13,333.33	(0.33)	100%	
Expenses Totals:	57,171	21,053.39	3,439.65	3,439.65	30,730.60	5,387.01	91%	
34 FRONTIER WARREN	Revenues Over/(Under) Expenses:		(439.65)	(439.65)	(21,340.60)			

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
37-302-301 Ad Valorem Taxes - Current	620,784	0.00	71,905.64	71,905.64	53,840.24	(566,943.76)	9%
37-302-302 Ad Valorem Taxes - Prior Year	5,000	0.00	1,592.98	1,592.98	2,501.54	(2,498.46)	50%
37-302-303 Ad Valorem Taxes - all other prior years	2,000	0.00	0.00	0.00	(310.57)	(2,310.57)	-16%
37-302-304 Ad Valorem Taxes - Penalties & Interest	2,200	0.00	144.32	144.32	835.24	(1,364.76)	38%
37-307-310 Motor Vehicles - Current	41,054	0.00	4,134.67	4,134.67	15,745.13	(25,308.87)	38%
37-320-320 Local Option Sales Tax Monthly	377,000	0.00	35,384.64	35,384.64	39,433.25	(337,566.75)	10%
37-320-321 Annual Refund of Sales Tax the Town paid	0	0.00	0.00	0.00	37,665.00	37,665.00	
37-325-325 Utility Franchise Tax Quarterly	88,600	0.00	0.00	0.00	345.53	(88,254.47)	0%
37-325-328 Refund of Gas Tax paid monthly	1,000	0.00	99.94	99.94	211.95	(788.05)	21%
37-325-330 Solid Waste Disposal Tax Qrly	600	0.00	0.00	0.00	150.56	(449.44)	25%
37-335-335 Powell Bill	33,916	0.00	0.00	0.00	16,785.32	(17,130.68)	49%
37-345-344 Historic District Comm Fees	200	0.00	0.00	0.00	25.00	(175.00)	13%
37-345-345 Zone Board of Adj	1,800	0.00	400.00	400.00	1,950.00	150.00	108%
37-345-346 Code Enforcement	3,500	0.00	900.00	900.00	1,500.00	(2,000.00)	43%
37-351-353 Landfill Fees Residential	208,926	0.00	17,710.17	17,710.17	71,108.43	(137,817.57)	34%
37-351-355 Cemetery Fees	700	0.00	0.00	0.00	0.00	(700.00)	
37-351-356 Police Rpt Fees	50	0.00	0.00	0.00	0.00	(50.00)	
37-351-357 Court Fees	200	0.00	9.00	9.00	18.00	(182.00)	9%
37-351-360 Cell Tower Rent	64,680	0.00	2,964.50	2,964.50	5,120.50	(59,559.50)	8%
37-351-361 Parking/Ordinance Collections PD	100	0.00	0.00	0.00	0.00	(100.00)	
37-351-401 Debt Setoff Landfill	100	0.00	0.00	0.00	0.00	(100.00)	
37-365-001 Interest Income	60	0.00	0.00	0.00	17.04	(42.96)	28%
37-365-002 NCCMT Debt Setoff Disbursement	500	0.00	0.00	0.00	0.00	(500.00)	
37-365-034 Storefront Beautification Rev	15,000	0.00	5,000.00	5,000.00	7,260.00	(7,740.00)	48%

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-365-351 Revitalization Comm	25,000	0.00	921.18	921.18	5,701.18	(19,298.82)	23%
37-365-354 Quilters Lane Revenue	750	0.00	0.00	0.00	0.00	(750.00)	
37-365-358 Branded Merchandise for Sale	1,000	0.00	0.00	0.00	0.00	(1,000.00)	
37-365-370 WWTP 25% of GF Exp	64,057	0.00	0.00	0.00	16,184.56	(47,872.44)	25%
37-365-371 WS 25% of GF Exp	122,255	0.00	0.00	0.00	33,635.05	(88,619.95)	28%
37-365-374 Insurance Proceeds GF	7,478	0.00	1,216.00	1,216.00	7,477.55	0.00	100%
37-365-401 Mis/Revenue/License Tags	100	0.00	0.00	0.00	0.00	(100.00)	
37-365-410 Interest Investment NCCMT	24,000	0.00	0.00	0.00	6,322.64	(17,677.36)	26%
Revenues Totals:	1,712,610	0.00	142,383.04	142,383.04	323,523.14	(1,389,086.41)	19%
Expenses							
37-401-010 Salary - Full Time	181,117	0.00	14,522.36	14,522.36	60,966.24	120,150.76	34%
37-401-012 Salary - Adm Assistant	56,039	0.00	4,268.80	4,268.80	19,209.60	36,829.40	34%
37-401-020 ER-FICA Taxes	13,856	0.00	1,110.48	1,110.48	4,661.76	9,194.24	34%
37-401-021 ER-FICA Taxes - Adm Assistant	4,287	0.00	326.08	326.08	1,467.36	2,819.64	34%
37-401-030 ER-Retirement - Orbit	49,257	0.00	3,983.72	3,983.72	16,997.25	32,259.75	35%
37-401-040 ER-Health Insurance	35,000	2,757.44	2,747.51	2,747.51	10,099.22	22,143.34	37%
37-401-050 ER-Life Insurance	570	325.50	46.50	46.50	232.50	12.00	98%
37-401-060 ER-Workman's Comp	400	137.68	0.00	0.00	262.32	0.00	100%
37-401-200 Travel Expense	2,000	400.00	0.00	0.00	0.00	1,600.00	20%
37-401-203 Supplies	5,000	148.28	635.59	635.59	1,062.33	3,789.39	24%
37-401-250 Light, Heat & Security	8,500	3,899.98	231.85	231.85	1,838.02	2,762.00	68%
37-401-251 Telephone & Postage	4,000	1,831.50	363.61	363.61	1,048.60	1,119.90	72%
37-401-255 Bldg. Maint/ Clean SVS	22,278	1,944.88	2,362.63	2,362.63	11,630.28	8,703.04	61%
37-401-256 Bank Fees/ Petty Cash	3,750	0.00	300.00	300.00	1,200.00	2,550.00	32%
37-401-295 Training	5,000	0.00	0.00	0.00	340.00	4,660.00	7%
37-401-301 Computer Maint	9,000	5,747.87	778.60	778.60	3,241.86	10.27	100%
37-401-302 Software Support	1,000	323.82	35.98	35.98	402.63	273.55	73%
37-401-304 Website	800	0.00	0.00	0.00	412.50	387.50	52%
37-401-305 Technology Upgrades	1,000	0.00	0.00	0.00	0.00	1,000.00	

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-401-306 Awning 25% Fund	500	0.00	0.00	0.00	500.00	0.00	100%
37-401-307 Special Events	2,500	970.00	25.00	25.00	135.00	1,395.00	44%
37-401-309 Advertising	2,270	0.00	295.45	295.45	295.45	1,974.55	13%
37-401-310 Dues & Subscriptions	4,000	426.00	0.00	0.00	2,068.15	1,505.85	62%
37-401-325 NC Sales/Use Tax Paid (No Tax)	2,000	438.16	381.84	381.84	1,551.95	9.89	100%
37-401-400 Liability Insurance	7,800	72.45	0.00	0.00	0.00	7,727.55	1%
37-401-401 County Tax Collection Svs	8,000	0.00	1,104.65	1,104.65	1,378.21	6,621.79	17%
37-401-405 Audit Expense	13,117	3,637.50	0.00	0.00	9,062.50	417.00	97%
37-401-410 Election Cost	8,500	0.00	0.00	0.00	0.00	8,500.00	
37-401-415 Economic Development	268	0.00	83.97	83.97	352.05	(83.97)	131%
37-401-420 Attorney Fees	3,500	1,200.00	0.00	0.00	1,200.00	1,100.00	69%
37-401-497 Sales & Uses Tax Expense	0	0.00	0.00	0.00	7,955.36	(7,955.36)	
37-401-499 Miscellaneous Expense	1,732	0.00	0.00	0.00	30.00	1,701.92	2%
37-401-802 Truist Parking Lot Loan Principal	10,576	0.00	0.00	0.00	5,218.99	5,357.01	49%
37-401-832 Truist Parking Lot Loan Interest	5,667	0.00	0.00	0.00	2,902.01	2,764.99	51%
37-401-998 Contingency	5,000	0.00	0.00	0.00	0.00	5,000.00	
General Government Totals:	478,284	24,261.06	33,604.62	33,604.62	167,722.14	286,301.00	40%
37-402-014 Mayor Part Time Salary	1,500	0.00	125.00	125.00	500.00	1,000.00	33%
37-402-020 ER - FICA TAXES	115	0.00	9.56	9.56	38.24	76.76	33%
37-402-060 Workers Comp Mayor & Council	70	21.71	0.00	0.00	48.29	0.00	100%
37-402-200 Travel Expense	300	0.00	0.00	0.00	0.00	300.00	
37-402-295 Training	1,500	0.00	0.00	0.00	0.00	1,500.00	
37-402-402 Commission offsite meetings	200	0.00	0.00	0.00	0.00	200.00	
Governing Body Totals:	3,685	21.71	134.56	134.56	586.53	3,076.76	17%
37-405-345 Zoning/Ordinances	7,500	117.80	40.20	40.20	6,918.20	464.00	94%
37-405-407 Branded Clothing Sales	1,000	0.00	0.00	0.00	0.00	1,000.00	
37-405-423 Quilters Lane	1,250	0.00	0.00	0.00	1,090.00	160.00	87%
37-405-430 Historic District Comm	220	0.00	181.43	181.43	181.43	38.57	82%
37-405-434 Storefront Beautification Exp	15,000	4.66	1,047.44	1,047.44	547.44	14,447.90	4%

Budget vs Actual

Town of Warrenton
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Period Ending 10/31/2025

37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-405-450 Revitalization Comm	25,000	320.00	3,411.90	3,411.90	3,759.02	20,920.98	16%
37-405-470 Small Town Maint St	1,500	0.00	0.00	0.00	0.00	1,500.00	
Non-Departmental Totals:	51,470	442.46	4,680.97	4,680.97	12,496.09	38,531.45	25%
37-501-010 SALARY FULL TIME	301,716	0.00	20,301.38	20,301.38	89,378.92	212,336.62	30%
37-501-014 Salary - Part Time	5,000	0.00	570.00	570.00	5,970.00	(970.00)	119%
37-501-015 Salary-LEO Separation Allowance	15,000	0.00	1,085.94	1,085.94	4,343.76	10,656.24	29%
37-501-016 Salary - Admin Assistant	43,827	0.00	3,329.60	3,329.60	14,983.20	28,843.80	34%
37-501-019 Salary - Over-Time	10,000	0.00	0.00	0.00	1,816.14	8,183.86	18%
37-501-020 ER-FICA Taxes	26,431	0.00	1,914.45	1,914.45	8,827.03	17,603.97	33%
37-501-030 ER - Retirement Orbit	78,982	0.00	5,361.00	5,361.00	24,087.52	54,894.48	30%
37-501-031 ER - 401K 5%	15,084	10,509.06	1,015.07	1,015.07	4,559.76	15.18	100%
37-501-040 ER - Health Insurance	55,982	1,580.25	3,363.87	3,363.87	12,018.71	42,383.04	24%
37-501-050 ER - Life Insurance	1,152	542.50	77.50	77.50	387.50	222.00	81%
37-501-060 ER - Workman's Comp	6,525	0.00	0.00	0.00	6,525.46	0.00	100%
37-501-200 Travel Expense	1,500	675.51	124.49	124.49	124.49	700.00	53%
37-501-203 Supplies	5,000	951.22	629.43	629.43	1,774.56	2,274.22	55%
37-501-204 Uniforms	5,000	245.48	666.95	666.95	730.21	4,024.31	20%
37-501-205 Equipment & Material	4,000	76.00	108.00	108.00	563.27	3,360.73	16%
37-501-206 Ammunition	420	0.00	0.00	0.00	0.00	420.00	
37-501-250 Light, Heat & Security	9,000	3,899.98	231.85	231.85	1,838.02	3,262.00	64%
37-501-251 Telephone & Postage	8,106	5,354.08	344.60	344.60	2,300.52	451.44	94%
37-501-252 Fuel	15,000	10,533.63	1,647.74	1,647.74	4,466.37	0.00	100%
37-501-255 Bldg Maint/Clean Svs	7,151	1,251.22	1,146.63	1,146.63	5,899.40	0.38	100%
37-501-295 Training	2,000	0.00	330.00	330.00	1,976.38	23.62	99%
37-501-301 Computer Maint	9,532	5,802.83	968.54	968.54	3,639.89	89.28	99%
37-501-302 Software Support	9,337	1,964.21	259.99	259.99	7,372.79	0.00	100%
37-501-318 Freight Charges	250	0.00	0.00	0.00	0.00	250.00	
37-501-351 Maint & Repair Equip	4,000	0.00	0.00	0.00	1,196.00	2,804.00	30%
37-501-370 2019 Dodge Car 100	1,500	422.94	0.00	0.00	77.06	1,000.00	33%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-501-371 2017 Dodge Car 200	1,500	237.30	262.70	262.70	379.72	882.98	41%
37-501-372 2016 Dodge Car 300	1,500	704.77	102.73	102.73	647.96	147.27	90%
37-501-373 2017 Dodge Car 400	1,300	500.00	0.00	0.00	0.00	800.00	38%
37-501-376 2019 Dodge Car 700	1,500	302.29	197.71	197.71	197.71	1,000.00	33%
37-501-377 2023 Dodge Car 125	1,500	0.00	708.84	708.84	708.84	791.16	47%
37-501-378 2023 Dodge Car 225	1,500	375.17	124.83	124.83	124.83	1,000.00	33%
37-501-400 Liability Insurance	23,797	72.45	0.00	0.00	0.00	23,724.55	0%
37-501-415 Medical	3,000	0.00	0.00	0.00	0.00	3,000.00	
37-501-420 Attorney Fees	12,500	0.00	0.00	0.00	0.00	12,500.00	
37-501-433 COP Program	3,000	184.03	110.17	110.17	(307.67)	3,123.64	-4%
37-501-499 Miscellaneous	857	0.00	355.94	355.94	355.94	501.02	42%
37-501-804 Police 2019 Cars Loan Principal (USDA)	5,268	0.00	0.00	0.00	0.00	5,268.00	
37-501-805 Police 2023 Cars Loan Principle (USDA)	7,651	0.00	0.00	0.00	0.00	7,651.00	
37-501-834 Police 2019 Cars Loan Interest (USDA)	158	0.00	0.00	0.00	0.00	158.00	
37-501-835 Police 2023 Cars Loan Interest (USDA)	1,327	0.00	0.00	0.00	0.00	1,327.00	
Police Department Totals:	707,853	46,184.92	45,339.95	45,339.95	206,964.29	454,703.79	36%
37-601-014 Salary - Part Time Code Enforcement	2,682	0.00	378.24	378.24	1,260.80	1,421.20	47%
37-601-020 ER-FICA Taxes	230	0.00	28.94	28.94	96.48	133.52	42%
37-601-060 Workers Comp	660	66.59	0.00	0.00	593.41	0.00	100%
37-601-252 Fuel/Truck Expense/Insurance	456	0.00	0.00	0.00	0.00	456.00	
37-601-352 Vehicle Maintenance	200	0.00	0.00	0.00	0.00	200.00	
37-601-437 Contract Srvs Fire Protection	87,600	0.00	7,300.00	7,300.00	29,200.00	58,400.00	33%
37-601-475 Donation to Town Fire	1,550	0.00	0.00	0.00	0.00	1,550.00	
37-601-476 Code Enforcement Exp	550	0.00	90.00	90.00	90.00	460.00	16%
Fire Totals:	93,928	66.59	7,797.18	7,797.18	31,240.69	62,620.72	33%

Budget vs Actual

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-651-330 Christmas Lights/Santa House	1,750	0.00	0.00	0.00	0.00	1,750.00	
37-651-331 Haley Haywood Park	785	0.00	0.00	0.00	0.00	785.00	
37-651-332 Signs below \$5,000	2,000	0.00	0.00	0.00	182.48	1,817.52	9%
37-651-333 Street Beautification - Below \$5,000	4,000	0.00	917.70	917.70	1,546.09	2,453.91	39%
37-651-335 Street Lighting Electric Bill	32,000	20,675.60	2,580.48	2,580.48	10,324.40	1,000.00	97%
Signs and Lights Totals:	40,535	20,675.60	3,498.18	3,498.18	12,052.97	7,806.43	81%
37-701-010 Salary - Full Time	86,007	0.00	6,477.90	6,477.90	25,876.40	60,130.60	30%
37-701-019 Over-Time	1,026	0.00	0.00	0.00	0.00	1,026.00	
37-701-020 ER-FICA Taxes	6,693	0.00	492.48	492.48	1,974.94	4,718.06	30%
37-701-030 ER - Retirement - Orbit	18,171	0.00	1,373.32	1,373.32	5,469.51	12,701.49	30%
37-701-040 ER-Health Insurance	24,036	617.56	840.93	840.93	3,551.65	19,866.79	17%
37-701-050 ER-Life Insurance	391	178.37	48.51	48.51	143.35	69.28	82%
37-701-060 ER-Workman's Comp	1,856	0.00	0.00	0.00	1,855.50	0.50	100%
37-701-203 Supplies	5,500	1,815.00	737.38	737.38	2,775.16	909.84	83%
37-701-204 Uniforms	3,400	2,513.36	350.48	350.48	886.64	0.00	100%
37-701-251 Telephone & Postage	540	310.07	55.88	55.88	220.93	9.00	98%
37-701-252 Fuel	10,000	6,755.74	736.71	736.71	2,185.18	1,059.08	89%
37-701-312 Tree Removal	3,600	0.00	3,600.00	3,600.00	3,600.00	0.00	100%
37-701-351 Maint & Repair Equip	6,507	0.00	0.00	0.00	2,164.82	4,342.18	33%
37-701-352 Vehicle Maintenance	6,629	2,291.24	785.42	785.42	3,044.42	1,292.96	80%
37-701-400 Liability Insurance	9,795	0.00	0.00	0.00	0.00	9,795.00	
37-701-431 Street Debris Disposal	4,500	0.00	0.00	0.00	0.00	4,500.00	
37-701-500 Capital Outlay over \$5000	2,070	0.00	0.00	0.00	2,069.50	0.50	100%
37-701-895 Mowing	(16,000)	0.00	(1,333.00)	(1,333.00)	(5,332.00)	(10,668.00)	33%
Streets Totals:	174,721	14,481.34	14,166.01	14,166.01	50,486.00	109,753.28	37%
37-710-361 Maint & Repair POWELL BILL	15,000	0.00	0.00	0.00	1,100.00	13,900.00	7%
37-710-405 Audit Expense POWELL BILL	100	0.00	0.00	0.00	100.00	0.00	100%
Powell Bill Totals:	15,100	0.00	0.00	0.00	1,200.00	13,900.00	8%

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37 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
37-801-010 Salary - Full Time Sanitation	58,089	0.00	4,655.56	4,655.56	17,730.15	40,358.85	31%
37-801-019 Salary - Over Time Sanitation	620	0.00	510.75	510.75	510.75	109.25	82%
37-801-020 ER - FICA Sanitation	4,503	0.00	391.66	391.66	1,385.57	3,117.43	31%
37-801-030 ER - Retirement - Orbit Sanitation	12,225	0.00	1,095.26	1,095.26	2,843.41	9,381.59	23%
37-801-040 ER - Health Insurance	15,273	61.53	1,067.91	1,067.91	1,862.87	13,348.60	13%
37-801-050 ER - Life Insurance	251	34.72	4.96	4.96	24.80	191.48	24%
37-801-060 Workman's Compensation	3,665	1,363.12	0.00	0.00	2,301.88	0.00	100%
37-801-203 Supplies	350	135.10	0.00	0.00	214.90	0.00	100%
37-801-204 Uniforms	1,976	1,354.05	276.70	276.70	621.95	0.00	100%
37-801-251 Telephone & Postage	500	370.17	32.60	32.60	127.53	2.30	100%
37-801-252 Fuel	4,000	2,252.50	185.11	185.11	847.50	900.00	78%
37-801-350 Landfull Fees	23,112	17,589.28	1,929.00	1,929.00	5,410.72	112.00	100%
37-801-352 Vehicle Maintenance	2,499	698.73	495.37	495.37	1,608.01	191.99	92%
37-801-400 Liability Insurance	5,720	0.00	0.00	0.00	0.00	5,720.00	
Sanitation Totals:	132,783	23,859.20	10,644.88	10,644.88	35,490.04	73,433.49	45%
37-901-034 Transfer Out to Frontier Warren	1,988	0.00	0.00	0.00	0.00	1,988.00	
37-901-038 Transfer Out to WS for USDA Loan	7,281	0.00	0.00	0.00	0.00	7,281.00	
37-901-079 Transfer out to USDA Leaf Machine Grant	2,813	0.00	2,813.00	2,813.00	2,813.00	0.00	100%
37-901-889 Transfer Out to USDA Loan Reserve	2,169	0.00	0.00	0.00	0.00	2,169.00	
Transfers Out Totals:	14,251	0.00	2,813.00	2,813.00	2,813.00	11,438.00	20%
Expenses Totals:	1,712,610	129,992.88	122,679.35	122,679.35	521,051.75	1,061,564.92	38%
37 GENERAL FUND Revenues Over/(Under) Expenses:			19,703.69	19,703.69	(197,528.61)		

Budget vs Actual

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
38-351-401 Water Sales	911,133	0.00	83,009.91	83,009.91	275,845.24	(635,287.76)	30%
38-351-402 Debt Setoff WATER	53	0.00	0.00	0.00	0.00	(53.00)	
38-351-404 Sewer Services	717,364	0.00	60,394.87	60,394.87	210,184.13	(507,179.87)	29%
38-351-407 Debt Setoff SEWER	42	0.00	0.00	0.00	0.00	(42.00)	
38-351-408 Town Taps/Connection Fee	22,000	0.00	1,879.53	1,879.53	5,653.82	(16,346.18)	26%
38-351-416 Dis/Reconnection Fee	9,960	0.00	575.82	575.82	2,848.54	(7,111.46)	29%
38-351-417 Fire Sprinkler	2,620	0.00	349.50	349.50	1,262.10	(1,357.90)	48%
38-351-418 Late Fees/Penalty/Cut Off	20,972	0.00	2,057.90	2,057.90	6,520.02	(14,451.98)	31%
38-351-419 Returned Check Fee	987	0.00	210.00	210.00	450.00	(537.00)	46%
38-351-420 Debt Setoff Late Fees/Penalty/Cut Off	25	0.00	0.00	0.00	0.00	(25.00)	
38-365-410 Interest/investment Income NCCMT	13,628	0.00	0.00	0.00	3,159.33	(10,468.67)	23%
38-365-421 Account Activation Fee	2,925	0.00	375.00	375.00	1,325.00	(1,600.00)	45%
38-365-851 Misc Revenue WATER	0	0.00	382.40	382.40	382.40	382.40	
38-381-037 Transfer In From GF	7,281	0.00	0.00	0.00	0.00	(7,281.00)	
38-395-396 Apropriated Fund Balance (Budget Only)	60,310	0.00	0.00	0.00	0.00	(60,310.00)	
Revenues Totals:	1,769,300	0.00	149,234.93	149,234.93	507,630.58	(1,261,669.42)	29%
Expenses							
38-851-010 Salary Full Time	124,185	0.00	7,874.80	7,874.80	35,287.16	88,897.84	28%
38-851-014 Salary - Part Time	12,876	0.00	954.21	954.21	4,478.65	8,397.35	35%
38-851-019 Salary Over-Time	7,987	0.00	216.84	216.84	874.80	7,112.20	11%
38-851-020 ER-FICA Taxes	11,096	0.00	689.39	689.39	3,096.16	7,999.84	28%
38-851-030 ER - Retirement Orbit	25,633	0.00	1,436.80	1,436.80	6,336.13	19,296.87	25%
38-851-040 ER - Health Insurance WATER	24,997	474.77	1,637.95	1,637.95	5,842.67	18,679.56	25%
38-851-050 ER - Life Insurance	382	209.93	33.65	33.65	165.91	6.16	98%
38-851-060 ER - Workman's Comp	1,112	304.64	0.00	0.00	807.36	0.00	100%

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-851-203 Supplies	35,000	16,532.19	5,205.43	5,205.43	11,004.31	7,463.50	79%
38-851-204 Uniforms	3,120	2,201.61	433.80	433.80	918.39	0.00	100%
38-851-250 Light & Heat & Security	6,090	3,484.61	343.43	343.43	1,238.41	1,366.98	78%
38-851-251 Telephone & Postage	10,896	7,701.57	914.67	914.67	3,138.18	56.25	99%
38-851-252 Fuel	10,000	6,331.21	526.58	526.58	1,788.50	1,880.29	81%
38-851-255 Bldg. Maint/Clean Svs	5,113	749.03	573.31	573.31	3,170.05	1,193.92	77%
38-851-260 Electric Tank/Pumps	3,401	1,473.89	262.55	262.55	676.11	1,251.00	63%
38-851-296 Continuing Education	1,300	350.00	0.00	0.00	0.00	950.00	27%
38-851-301 Computer Maintenance	5,319	3,302.92	516.90	516.90	1,918.01	98.07	98%
38-851-302 Software Support	9,300	163.42	53.29	53.29	8,609.84	526.74	94%
38-851-305 Technology Upgrades	2,250	0.00	0.00	0.00	0.00	2,250.00	
38-851-309 Advertising	265	0.00	102.03	102.03	102.03	162.97	39%
38-851-310 Dues & Subscriptions	880	100.00	12.50	12.50	206.67	573.33	35%
38-851-313 State Permits	1,270	0.00	0.00	0.00	1,151.00	119.00	91%
38-851-345 Water Tank Contract	21,061	10,530.08	5,265.04	5,265.04	10,530.08	0.84	100%
38-851-347 Lab Analysis	1,200	610.00	250.00	250.00	390.00	200.00	83%
38-851-351 Maint. & Repair Equip	3,102	936.41	0.00	0.00	2,164.83	0.76	100%
38-851-352 Vehicle Maintenance	3,750	0.00	113.95	113.95	1,550.20	2,199.80	41%
38-851-400 Town Liability Insurance	13,253	36.22	0.00	0.00	0.00	13,216.78	0%
38-851-405 Audit Expense	6,559	1,818.75	0.00	0.00	4,531.25	209.00	97%
38-851-434 WS grant expense	31,292	0.00	0.00	0.00	19.00	31,273.00	0%
38-851-448 External Contract	16,598	575.00	2,720.00	2,720.00	16,142.26	(119.26)	101%
38-851-451 Water Purchase	250,000	196,449.13	28,058.98	28,058.98	53,550.87	0.00	100%
38-851-500 Capital Outlay \$5000 and Above	2,070	0.00	0.00	0.00	2,069.50	0.50	100%
38-851-802 USDA Public Works Trucks - Princ Water	6,109	0.00	0.00	0.00	0.00	6,109.00	
38-851-803 USDA Town Hall/WS Loan Principal	29,858	0.00	0.00	0.00	0.00	29,858.00	

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38 WATER / SEWER							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
38-851-833 USDA Town Hall/WS Loan Interest	14,502	0.00	0.00	0.00	0.00	14,502.00	
38-851-836 USDA Public Works Trucks - Int Water	856	0.00	0.00	0.00	0.00	856.00	
38-851-895 Grass Cutting Expense	16,000	0.00	1,333.00	1,333.00	5,332.00	10,668.00	33%
38-851-896 WS 25% of GF Expense	59,399	0.00	0.00	0.00	16,817.52	42,581.48	28%
38-851-998 Contingency	6,474	0.00	0.00	0.00	0.00	6,474.00	
Water Totals:	784,770	254,335.38	59,529.10	59,529.10	203,907.85	326,526.77	58%
38-852-010 Salary - Full Time	124,185	0.00	7,874.80	7,874.80	35,179.32	89,005.68	28%
38-852-014 Salary - Part Time	12,876	0.00	954.21	954.21	4,478.48	8,397.52	35%
38-852-019 Salary - Over Time Sewer	7,987	0.00	603.32	603.32	1,564.17	6,422.83	20%
38-852-020 ER - FICA Sewer	11,096	0.00	721.04	721.04	3,149.60	7,946.40	28%
38-852-030 ER-Retirement Orbit	25,633	0.00	1,518.73	1,518.73	6,454.26	19,178.74	25%
38-852-040 ER-Health Insurance SEWER	24,997	474.56	1,637.91	1,637.91	5,842.49	18,679.95	25%
38-852-050 ER-Life Insurance	382	209.95	33.64	33.64	165.89	6.16	98%
38-852-060 ER-Workman's Comp	1,112	304.65	0.00	0.00	807.35	0.00	100%
38-852-200 Travel Expense	215	0.00	0.00	0.00	0.00	215.00	
38-852-203 Supplies	28,673	15,553.05	2,607.90	2,607.90	13,119.34	0.61	100%
38-852-204 Uniforms	3,120	2,201.69	433.74	433.74	918.31	0.00	100%
38-852-250 Light & Heat & Security	7,000	3,484.56	343.51	343.51	1,238.42	2,277.02	67%
38-852-251 Telephone & Postage	11,312	7,749.34	907.21	907.21	3,174.33	388.33	97%
38-852-252 Fuel	10,000	6,331.21	526.57	526.57	1,788.50	1,880.29	81%
38-852-255 Bldg. Maint/Clean Svs	5,113	749.03	573.32	573.32	2,764.72	1,599.25	69%
38-852-260 Electric Tank/Pumps	12,000	8,666.99	747.99	747.99	3,333.01	0.00	100%
38-852-296 Continuing Education	1,300	0.00	0.00	0.00	85.00	1,215.00	7%
38-852-301 Computer Maint.	5,319	3,302.85	516.89	516.89	1,917.96	98.19	98%
38-852-302 Software Support	9,300	163.42	53.29	53.29	8,609.83	526.75	94%
38-852-305 Technology Upgrades	2,250	0.00	0.00	0.00	0.00	2,250.00	
38-852-309 Advertising	500	0.00	392.45	392.45	392.45	107.55	78%

Budget vs Actual

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Period Ending 10/31/2025

38 WATER / SEWER								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
38-852-310 Dues & Subscriptions	880	100.00	12.50	12.50	206.67	573.33	35%	
38-852-313 State Permits	1,500	212.00	0.00	0.00	0.00	1,288.00	14%	
38-852-351 Maint & Repair Equip	3,102	936.41	0.00	0.00	2,164.82	0.77	100%	
38-852-352 Vehicle Maintenance	3,750	0.00	113.95	113.95	1,550.18	2,199.82	41%	
38-852-400 Liability Insurance	7,228	36.23	0.00	0.00	0.00	7,191.77	1%	
38-852-405 Audit Expense	6,559	1,818.75	0.00	0.00	4,531.25	209.00	97%	
38-852-434 WS Grant Expense	15,000	0.00	0.00	0.00	19.00	14,981.00	0%	
38-852-435 Purchase of Sewer Services	434,416	0.00	0.00	0.00	102,746.63	331,669.37	24%	
38-852-448 External Contract	22,000	13,149.71	1,142.00	1,142.00	2,102.00	6,748.29	69%	
38-852-473 WWTP Rehab Annual Payment	22,073	0.00	0.00	0.00	0.00	22,073.00		
38-852-500 Capital Outlay \$5000 and Above	2,070	0.00	0.00	0.00	2,069.50	0.50	100%	
38-852-802 USDA Public Works Trucks - Princ Sewer	6,109	0.00	0.00	0.00	0.00	6,109.00		
38-852-803 USDA Town Hall/WS Loan Principal	29,858	0.00	0.00	0.00	0.00	29,858.00		
38-852-804 NCDEQ Unity, Bute & Battle Sewer Rehab Princ Only	14,388	0.00	0.00	0.00	0.00	14,388.00		
38-852-809 John Riggans Easement Pmt	1,000	0.00	0.00	0.00	0.00	1,000.00		
38-852-811 NCDEQ Sewer Rehab Annual Loan- Principal	13,750	13,750.00	0.00	0.00	0.00	0.00	100%	
38-852-833 USDA Town Hall/WS Loan Interest	14,502	0.00	0.00	0.00	0.00	14,502.00		
38-852-836 USDA Public Works Trucks - Int Sewer	856	0.00	0.00	0.00	0.00	856.00		
38-852-837 NCDEQ Sewer Rehab Annual Loan- Interest	2,200	1,100.00	1,100.00	1,100.00	1,100.00	0.00	100%	
38-852-896 WS 25% of GF Expense	59,399	0.00	0.00	0.00	16,817.53	42,581.47	28%	
38-852-998 Contingency	9,960	0.00	0.00	0.00	0.00	9,960.00		
Sewer Expenses Totals:	974,970	80,294.40	22,814.97	22,814.97	228,291.01	666,384.59	32%	
38-901-889 Transfer Out to USDA Loan	9,560	0.00	0.00	0.00	0.00	9,560.00		

Budget vs Actual

Period Ending 10/31/2025

38 WATER / SEWER								
Description		Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Reserve								
Transfers Out Totals:		9,560	0.00	0.00	0.00	0.00	9,560.00	
Expenses Totals:		1,769,300	334,629.78	82,344.07	82,344.07	432,198.86	1,002,471.36	43%
38 WATER / SEWER Revenues Over/(Under) Expenses:				66,890.86	66,890.86	75,431.72		

Budget vs Actual

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Period Ending 10/31/2025

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
39-351-405 Septic Disposal Service	49,980	0.00	17,470.00	17,470.00	28,170.00	(21,810.00)	56%
39-351-470 Town Sewer Revenues	434,416	0.00	0.00	0.00	102,746.63	(331,669.37)	24%
39-351-471 Sewer Revenues - County	316,092	0.00	0.00	0.00	74,761.07	(241,330.93)	24%
39-351-472 Sewer Rev Norlina	241,310	0.00	0.00	0.00	57,073.64	(184,236.36)	24%
39-365-861 Misc Revenue WWTP	0	0.00	0.00	0.00	20.00	20.00	
Revenues Totals:	1,041,798	0.00	17,470.00	17,470.00	262,771.34	(779,026.66)	25%
Expenses							
39-861-010 Salary - Full Time	250,406	0.00	17,226.18	17,226.18	76,287.59	174,118.41	30%
39-861-014 Salary - Part Time	9,455	0.00	700.00	700.00	3,237.50	6,217.50	34%
39-861-019 Over-Time	17,343	0.00	1,326.01	1,326.01	5,219.03	12,123.97	30%
39-861-020 ER-FICA Taxes	21,206	0.00	1,329.71	1,329.71	5,870.26	15,335.74	28%
39-861-030 ER - Retirement Orbit	53,582	0.00	3,570.64	3,570.64	15,560.93	38,021.07	29%
39-861-040 ER- Health Insurance	46,714	954.42	3,343.39	3,343.39	11,848.48	33,911.10	27%
39-861-050 ER-Life Insurance	802	405.53	65.24	65.24	321.55	74.92	91%
39-861-060 ER-Workman's Comp	1,584	36.71	0.00	0.00	1,547.29	0.00	100%
39-861-200 Travel Expense	500	0.00	0.00	0.00	0.00	500.00	
39-861-203 Supplies	77,930	27,934.76	6,079.25	6,079.25	29,692.65	20,302.59	74%
39-861-204 Uniforms	5,460	3,623.74	855.41	855.41	1,836.26	0.00	100%
39-861-250 Light, Heat & Security	90,000	54,882.53	5,321.82	5,321.82	22,867.47	12,250.00	86%
39-861-251 Telephone & Postage	6,787	4,642.14	560.47	560.47	2,144.06	0.80	100%
39-861-252 Fuel	10,250	7,174.31	734.42	734.42	2,045.40	1,030.29	90%
39-861-296 Continuing Education	1,500	0.00	0.00	0.00	0.00	1,500.00	
39-861-301 Computer Maint.	9,289	5,267.48	785.27	785.27	3,112.85	908.67	90%
39-861-302 Software Support	2,781	513.42	53.29	53.29	824.91	1,442.67	48%
39-861-305 Technology Upgrades	2,000	0.00	0.00	0.00	0.00	2,000.00	
39-861-309 Advertising	1,000	0.00	527.63	527.63	527.63	472.37	53%
39-861-310 Dues & Subscriptions	154	0.00	0.00	0.00	0.00	154.00	
39-861-318 Freight Charges	2,250	0.00	0.00	0.00	920.22	1,329.78	41%

Budget vs Actual

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Period Ending 10/31/2025

39 WWTP							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
39-861-342 Maint & Repair Plant	120,000	25,792.22	3,710.82	3,710.82	38,593.31	55,614.47	54%
39-861-344 Sludge Removal	72,000	54,118.50	0.00	0.00	17,881.50	0.00	100%
39-861-345 Beaver Control	750	0.00	0.00	0.00	0.00	750.00	
39-861-346 Lab Material & Supplies	11,526	0.00	1,125.15	1,125.15	6,604.37	4,921.63	57%
39-861-347 Lab Analysis	27,225	16,962.00	3,171.00	3,171.00	10,263.00	0.00	100%
39-861-348 Tar - Pamlico Dues	3,000	0.00	0.00	0.00	0.00	3,000.00	
39-861-349 OSHAComp/Safety M&S	1,500	0.00	0.00	0.00	150.00	1,350.00	10%
39-861-352 Vehicle Maintenance	4,750	0.00	151.75	151.75	1,286.25	3,463.75	27%
39-861-400 Liability Insurance	25,068	72.45	0.00	0.00	0.00	24,995.55	0%
39-861-405 Audit Expense	13,117	3,637.50	0.00	0.00	9,062.50	417.00	97%
39-861-434 WWTP Grant Expenst	30,000	0.00	0.00	0.00	0.00	30,000.00	
39-861-441 Certify Lab Services	1,000	0.00	0.00	0.00	172.00	828.00	17%
39-861-444 Permits & Fees	15,621	6,759.00	825.00	825.00	8,861.08	0.92	100%
39-861-446 Influent Debris Removal	7,044	4,675.09	597.25	597.25	2,368.91	0.00	100%
39-861-500 Capital Outlay \$5000 and Over	2,070	0.00	0.00	0.00	2,069.49	0.51	100%
39-861-810 NCDEQ WWTP Phase 2 Principal	23,607	0.00	0.00	0.00	0.00	23,607.00	
39-861-897 WWTP 25% of GF Exp	64,003	0.00	0.00	0.00	16,184.56	47,818.44	25%
39-861-998 Contingency	8,524	0.00	0.00	0.00	0.00	8,524.00	
WWTP - Expenses Totals:	1,041,798	217,451.80	52,059.70	52,059.70	297,361.05	526,985.15	49%
Expenses Totals:	1,041,798	217,451.80	52,059.70	52,059.70	297,361.05	526,985.15	49%
39 WWTP Revenues Over/(Under) Expenses:			(34,589.70)	(34,589.70)	(34,589.71)		

Check Listing

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Check Number	Bank	Vendor	Date	Amount
69241	30	AMAZON CAPTIAL SERVICES, INC.	10/03/2025	<u>\$123.08</u>
69242	30	Carolina Images by Angela, LLC	10/03/2025	<u>\$90.00</u>
69243	30	Core & Main	10/03/2025	<u>\$3,478.30</u>
69244	30	DOCUMENT SYSTEMS, INC	10/03/2025	<u>\$559.24</u>
69245	30	DUKE ENERGY PROGRESS	10/03/2025	<u>\$116.92</u>
69246	30	ENVIRONMENTAL TESTING SOLUTIONS, INC.	10/03/2025	<u>\$925.00</u>
69247	30	MERITECH INC	10/03/2025	<u>\$2,496.00</u>
69248	30	Purchase Power (Pitney Bowes)	10/03/2025	<u>\$244.61</u>
69249	30	SouthData, Inc	10/03/2025	<u>\$750.00</u>
69250	30	Spectrum Business	10/03/2025	<u>\$169.99</u>
69251	30	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	10/03/2025	<u>\$240.00</u>
69252	30	USA Bluebook	10/03/2025	<u>\$221.44</u>
69253	30	WARREN AUTO PARTS, INC.	10/03/2025	<u>\$29.37</u>
69254	30	WARREN COUNTY PUBLIC UTILITIES	10/03/2025	<u>\$13,282.11</u>
69255	30	WILSON'S WATER SERVICES	10/03/2025	<u>\$825.00</u>
69256	30	WOMACK PUBLISHING CO. INC.	10/03/2025	<u>\$539.70</u>
69257	30	AMAZON CAPTIAL SERVICES, INC.	10/08/2025	<u>\$476.44</u>
69258	30	CAROLINA DIGITAL PHONE INC	10/08/2025	<u>\$316.00</u>
69259	30	Cash	10/08/2025	<u>\$1,000.00</u>
69260	30	DOCUMENT SYSTEMS, INC	10/08/2025	<u>\$104.06</u>
69261	30	DUKE ENERGY PROGRESS	10/08/2025	<u>\$178.83</u>
69262	30	GARY V. WILLIAMS	10/08/2025	<u>\$300.00</u>
69263	30	GUPTON SERVICES, INC	10/08/2025	<u>\$649.22</u>
69264	30	INVOICE CLOUD, INC.	10/08/2025	<u>\$139.90</u>
69265	30	KATALYST NETWORK GROUP LLC	10/08/2025	<u>\$2,378.00</u>
69266	30	NC DEPARTMENT OF REVENUE	10/08/2025	<u>\$381.84</u>
69267	30	NC DEPT OF STATE TREASURER	10/08/2025	<u>\$52.69</u>
69268	30	PETE SMITH TIRE & QUICK LUBE, INC	10/08/2025	<u>\$942.95</u>
69269	30	PITNEY BOWES GLOBAL	10/08/2025	<u>\$223.16</u>
69270	30	RAYMOND H. JONES	10/08/2025	<u>\$3,600.00</u>
69271	30	Richard Hunter	10/08/2025	<u>\$94.43</u>

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Check Number	Bank	Vendor	Date	Amount
69272	30	ROBERT DAVIE	10/08/2025	<u>\$170.97</u>
69273	30	SOUTHERN CORROSION, INC.	10/08/2025	<u>\$5,265.04</u>
69274	30	WARREN COUNTY PUBLIC WORKS	10/08/2025	<u>\$1,929.00</u>
69275	30	WHITCO TERMITE & PEST CONTROL	10/08/2025	<u>\$50.00</u>
69276	30	GUPTON SERVICES, INC	10/08/2025	<u>\$130.00</u>
69277	30	Mary L. Selvidge	10/08/2025	<u>\$1,000.00</u>
69278	30	SOUTHERN WATER SERVICE, LLC	10/08/2025	<u>\$213.00</u>
69279	30	WHITCO TERMITE & PEST CONTROL	10/08/2025	<u>\$100.00</u>
69280	30	CAVANAUGH MACDONALD CONSULTING, LLC	10/09/2025	<u>\$325.95</u>
69281	30	QUILL CORPORATION	10/09/2025	<u>\$331.33</u>
69282	30	AMAZON CAPTIAL SERVICES, INC.	10/09/2025	<u>\$154.24</u>
69283	30	BURNETT LIME COMPANY, INC	10/09/2025	<u>\$2,231.61</u>
69284	30	DONALD HENDERSON	10/09/2025	<u>\$835.20</u>
69285	30	DUKE ENERGY PROGRESS	10/09/2025	<u>\$9,064.49</u>
69286	30	LOUISBURG TRACTOR & TRUCK CO.	10/09/2025	<u>\$66.78</u>
69287	30	NORTH CAROLINA 811, INC	10/09/2025	<u>\$25.00</u>
69288	30	WOMACK PUBLISHING CO. INC.	10/09/2025	<u>\$818.06</u>
69289	30	GALLS QUARTERMASTER	10/10/2025	<u>\$66.64</u>
69290	30	NC DIVISION OF MOTOR VEHICLES	10/10/2025	<u>\$12.00</u>
69291	30	PETE SMITH TIRE & QUICK LUBE, INC	10/10/2025	<u>\$1,373.31</u>
69292	30	QUILL CORPORATION	10/10/2025	<u>\$240.13</u>
69293	30	WRIGHT EXPRESS FSC	10/10/2025	<u>\$1,647.74</u>
69294	30	FLOYD ENTERPRISES, LLC	10/14/2025	<u>\$22.04</u>
69295	30	FRONTIER NATURAL GAS	10/14/2025	<u>\$12.42</u>
69296	30	KENNON RANDOLPH WRENN, JR.	10/14/2025	<u>\$605.62</u>
69297	30	NC DEQ	10/14/2025	<u>\$1,100.00</u>
69298	30	QUILL CORPORATION	10/14/2025	<u>\$269.00</u>
69299	30	AAA GAS AND APPLIANCE CO.	10/17/2025	<u>\$244.11</u>
69300	30	AHNER SECURITY INC.	10/17/2025	<u>\$168.00</u>
69301	30	AMAZON CAPTIAL SERVICES, INC.	10/17/2025	<u>\$37.31</u>
69302	30	BLUE RIDGE SPRINGS, INC	10/17/2025	<u>\$329.60</u>
69303	30	BREEDLOVE ELECTRIC, INC	10/17/2025	<u>\$256.20</u>

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Check Number	Bank	Vendor	Date	Amount
69304	30	CHRISTINE DICKINSON	10/17/2025	<u>\$293.54</u>
69305	30	DOCUMENT SYSTEMS, INC	10/17/2025	<u>\$371.84</u>
69306	30	DUKE ENERGY PROGRESS	10/17/2025	<u>\$157.59</u>
69307	30	FRONTIER NATURAL GAS	10/17/2025	<u>\$20.14</u>
69308	30	INFORMATION TECHNOLOGY SERVICE	10/17/2025	<u>\$30.62</u>
69309	30	KING'S FITNESS & NUTRITION CENTER	10/17/2025	<u>\$300.00</u>
69310	30	PETE SMITH TIRE & QUICK LUBE, INC	10/17/2025	<u>\$219.61</u>
69311	30	SCOTT ERIC LILES	10/17/2025	<u>\$750.00</u>
69312	30	SouthData, Inc	10/17/2025	<u>\$676.96</u>
69313	30	SOUTHERN SOFTWARE, INC.	10/17/2025	<u>\$327.04</u>
69314	30	TIME WARNER CABLE	10/17/2025	<u>\$190.00</u>
69315	30	TRI-COUNTY POWER EQUIPMENT INC	10/17/2025	<u>\$383.61</u>
69316	30	VC3, Inc.	10/17/2025	<u>\$390.48</u>
69317	30	WILDWOOD NURSERY AND GARDEN CENTER, INC	10/17/2025	<u>\$64.05</u>
69318	30	CELLEBRITE, INC.	10/21/2025	<u>\$330.00</u>
69319	30	CYNTHIA K. JENKINS	10/21/2025	<u>\$88.00</u>
69320	30	FIRST CITIZENS BANK	10/21/2025	<u>\$4,002.88</u>
69321	30	GALLS QUARTERMASTER	10/21/2025	<u>\$364.59</u>
69322	30	Lant Elrod	10/21/2025	<u>\$761.82</u>
69323	30	AT&T MOBILITY II LLC	10/22/2025	<u>\$787.47</u>
69324	30	CHRISTINE DICKINSON	10/22/2025	<u>\$250.30</u>
69325	30	DUKE ENERGY PROGRESS	10/22/2025	<u>\$66.41</u>
69326	30	ERVIN E SHAUL	10/22/2025	<u>\$150.00</u>
69327	30	GREGORY POOLE EQUIPMENT CO.	10/22/2025	<u>\$4,863.44</u>
69328	30	HUMANA SPECIALTY BENEFITS	10/22/2025	<u>\$58.76</u>
69329	30	Mission Communications, LLC	10/22/2025	<u>\$518.78</u>
69330	30	PETE SMITH TIRE & QUICK LUBE, INC	10/22/2025	<u>\$457.64</u>
69331	30	PETE SMITH TIRE & QUICK LUBE, INC	10/22/2025	<u>\$102.34</u>
69332	30	SHEILA ROOKER	10/22/2025	<u>\$125.38</u>
69333	30	WATER GUARD, INC.	10/22/2025	<u>\$3,947.30</u>
69334	30	Cash	10/23/2025	<u>\$50.00</u>

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Date From: 10/1/2025 Date To: 10/31/2025
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Check Number	Bank	Vendor	Date	Amount
69335	30	GARY V. WILLIAMS	10/24/2025	<u>\$240.00</u>
69336	30	HACH COMPANY	10/24/2025	<u>\$507.99</u>
69337	30	Mission Communications, LLC	10/24/2025	<u>\$3,322.00</u>
69338	30	NovaCharge, Inc	10/24/2025	<u>\$70,871.00</u>
69339	30	PETE SMITH TIRE & QUICK LUBE, INC	10/24/2025	<u>\$1,021.34</u>
69340	30	TRI-COUNTY POWER EQUIPMENT INC	10/24/2025	<u>\$1,777.39</u>
69341	30	FLEMING INVESTMENT COMPANY	10/27/2025	<u>\$3,000.00</u>
69342	30	HACH COMPANY	10/27/2025	<u>\$442.91</u>
69343	30	ONSOLVE, LLC	10/27/2025	<u>\$60.00</u>
69344	30	PRUDENTIAL RETIREMENT	10/27/2025	<u>\$1,617.69</u>
69345	30	QUILL CORPORATION	10/27/2025	<u>\$48.44</u>
69346	30	Riverbend Creative Solutions LLC	10/27/2025	<u>\$553.57</u>
69347	30	WARREN AUTO PARTS, INC.	10/27/2025	<u>\$5.70</u>
69348	30	WRIGHT EXPRESS FSC	10/27/2025	<u>\$1,687.59</u>
69349	30	Always N Bloom	10/28/2025	<u>\$14.92</u>
69350	30	AMAZON CAPTIAL SERVICES, INC.	10/28/2025	<u>\$21.33</u>
69351	30	COLUMBIAN MUTUAL LIFE INS CO	10/28/2025	<u>\$36.89</u>
69352	30	MUTUAL OF OMAHA	10/28/2025	<u>\$1,785.82</u>
69353	30	PEAC SOLUTIONS	10/28/2025	<u>\$161.85</u>
69354	30	Teresa Harris	10/28/2025	<u>\$92.39</u>
69355	30	VERIZON WIRELESS	10/28/2025	<u>\$320.08</u>
69356	30	WARREN AUTO PARTS, INC.	10/28/2025	<u>\$69.33</u>
69357	30	AMAZON CAPTIAL SERVICES, INC.	10/30/2025	<u>\$259.82</u>
69358	30	GFL ENVIRONMENTAL	10/30/2025	<u>\$597.25</u>
69359	30	Ruth Reid	10/30/2025	<u>\$150.00</u>
69360	30	WARREN COUNTY PUBLIC UTILITIES	10/30/2025	<u>\$14,776.87</u>
69361	30	DUKE ENERGY PROGRESS	10/31/2025	<u>\$110.71</u>
69362	30	Spectrum Business	10/31/2025	<u>\$169.99</u>
69363	30	UNIFIRST CORPORATION	10/31/2025	<u>\$3,251.86</u>
69364	30	WARREN AUTO PARTS, INC.	10/31/2025	<u>\$81.34</u>
124	Checks Totaling -			\$192,179.73

Checks

Voided

Total

Check Listing

Date From: 10/1/2025 Date To: 10/31/2025
Vendor Range: 1 800 FLAGPOLE.COM - ZIMA CORPORATION

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Check Number	Bank	Vendor	Date	Amount
Totals By Fund				
		Checks	Voids	Total
34		\$3,439.65		\$3,439.65
36		\$2,066.92		\$2,066.92
37		\$34,029.60		\$34,029.60
38		\$56,674.52		\$56,674.52
39		\$25,098.04		\$25,098.04
80		\$70,871.00		\$70,871.00
Totals:		\$192,179.73		\$192,179.73

Memo

To: Town Commissioners
From: Bill Perkinson
CC: Mayor, Town Administrator
Date: November 5, 2025
Re: October 2025 Monthly Activity Report for Public Works

Water and Sewer

- **Water and Sewer System Needs – Unfunded:** (1) 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...Estimated Cost - \$75,000). (2) Purchase water main valve exercising equipment (Estimated Cost – \$30,000). (3) Purchase spare pump for Riggans Sewer Lift Station – (Estimated Cost for pump - \$29,000.00). (4) Purchase spare pump for F&M Sewer Lift Station and install emergency port – (Estimated Cost – \$65,000). (5) Highway 158 Business East Water Customers...From Highway 58 to just past Red Hill Loop Road...Abandon old 2-inch galvanized water main and reconnect active services to 8-inch PVC water main (Estimated Cost - \$50,000.00).
- **Completed Water and Sewer System Maintenance/Repair Related Information:** (1) Repair – Woods Batwing Mower. Repaired gearbox. Contractor: Gary Williams...(Labor and Materials - \$240.00). (2) Service Agreement – Annual agreement with Mission Communications. SCADA service for 1 PRV Vault, 3 elevated water tanks, and 1 sewer lift station. Contractor: Mission Communications...(\$3,322.00). (3) Emergency Repair – O'Brian Sewer Jetter. Repaired fittings and hose. Contractor: Gary Williams...(Labor-\$300.00, Parts provided by Town).

Total cost for Maintenance and Repair Equipment (Account No. 38-851-351 & 38-852-351) - \$00.00

Total cost for External Contract Maintenance and Repair (Account No. 38-851-448 & 38-852-448) - \$3,862.00

- **Water System Fire Hydrants Out of Service:** No change. We currently have 12 of 171 hydrants that are out of service for various reasons. A status report has been included in the board packet with details.
- **Unaccounted for Water %:** Please note these statistics: **3-Month Average (August – September, 2025) Unaccounted for water is 27%. October 2025 unaccounted for water was 28%.** (4,451,000 gallons purchased and 3,191,000 gallons sold). Please see attached summary for full historical information.

Streets and Sanitation

- **Current Tasks:** Tree pruning. Street curb and gutter cleaning. Signs repair/replacement. Loose leaves/debris pick-up. Grass Cutting. Water and sewer line right of ways trimming and cutting. Brick sidewalk power washing.

Memo

To: Town Commissioners

From: Bill Perkinson

CC: Mayor, Town Administrator, Warren County Director of Public Utilities, Norlina Director of Public Works

Date: November 5, 2025

Re: October 2025 Monthly Activity Report for WWTP

-
- **Pending Equipment Maintenance and 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 3 Double Mechanical Seal. **(Estimated Parts and Labor Cost –\$4,000)** (4) WWTP Sewer Trunk Line – additional construction work to resolve drainage issues. **(Estimated Cost –\$12,500)** (5) Oxidation Ditch 2 – integrate SCADA system for control of 4 existing mixers. **(Estimated Cost –\$21,000)** (6) Replace Influent Pump 3 Impeller. **(Estimated Parts and Labor Cost – Gathering Information)** (7) Oxidation Ditch No. 2 - (4) mixers have been pulled and vegetation removed. Shafts and impellers must be replaced. **(Estimated Cost – \$25,000)**
 - **Completed Plant Maintenance/Repair Related Information:** (1) Emergency Repair – Influent Pump Station. Troubleshooted issue with motor control and replaced float switch. Contractor: Liles Pump Company...(Labor - \$750.00, Parts – Provided by Plant). (2) Repair – Oxidation Ditch No. 2. Removed floating mixer shafts. Contractor: Breedlove Electric...(Labor - \$240.00). (3) Preventative Maintenance – Liquid Lime System. Performed annual service. Contractor: Burnett Lime Company...(Labor and Materials - \$2,090.50). (4) Repair – Administration Building. Repaired roof. Contractor: Gupton Services...(Labor - \$280.00, Materials - \$350.32).

Total cost for Repairs (Account No. 39-861-342) - \$3,710.82

- **Plant Discharge Quality:** Our discharge quality remained good throughout the entire month with a total flow of 9.41 million gallons.

Hydrants Out of Service as of 11-5-25

Hydrant #	Location	Hydrant Brand	Model	Bury Depth	Year	Description of Problem (vehicle damage, leaking, etc.)	Parts Needed
19	West Ridgeway & Spring St.	MH	#445310	?	1974	No water coming out of hydrant.	
47	Wilcox & Spring	Clow	Medallion	4 1/2	2013	Inadequate Flow	
31	220 Hayley St.	MH	#445310	4 1/2	1973	Hydrant assembly is seized.	
33	Across from 514 W Franklin St.	WATEROUS	W-67U	?	?	Hydrant assembly is seized.	
52	End of Pluto St.	Kennedy	150`	?	1974	Hydrant assembly is seized.	
66	209 Warren St.	USP	855600	5 1/2	1984	Hydrant assembly is seized.	
72	204 Red Hill Loop Rd.	USP	855600	5 1/2	1984	Flange is broken - hydrant leaks.	Orded flange repair kit from Consolidated Pipe 3-5-25 - 5/7/25 - Supplier has not received repair kit.
80	On Right in front of Armory	Mueller	Centurion	4 1/2	1990	Hydrant will not cut off.	Valve seat received.
82	Across from 318 N. Bute St.	Mueller	Centurion	4 1/2	?	Vehicle damage - damage is beyond repair.	
110	Left of Walgreens E. Macon St.	Mueller	Centurion	4 1/2	1975	No water coming out of hydrant.	Valve seat received.
139	Hall Street	MH	#445310	4 1/2	1974	Hydrant will not cut off	
91	S Main St & College St	Mueller	Centurion	4 1/2	1986	Hydrant or hydrant leg is leaking.	Valve seat received.

Bulk Water Purchased From Warren County

	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023	FY 2023 - 2024	FY 2024 - 2025	FY 2025 - 2026
Month	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased	Gallons Purchased
July	8,165,930	10,236,700	5,985,900	6,951,000	6,030,000	6,229,000	6,396,000	6,936,000	7,800,000	6,605,000	6,658,000	4,470,000	7,551,167	5,808,000	4,819,000
August	8,853,170	10,071,600	6,082,000	5,915,000	7,050,000	6,787,000	6,176,000	7,205,000	7,438,000	6,766,000	4,981,333	4,160,000	6,017,167	5,828,000	4,503,000
September	8,055,100	9,384,800	6,031,000	4,848,000	6,000,000	6,404,000	5,996,000	7,235,000	6,180,000	5,282,000	4,228,333	5,180,000	7,272,167	6,470,000	4,568,000
October	7,112,400	8,593,100	5,532,000	5,809,000	6,130,000	4,997,001	6,018,000	7,437,000	6,306,000	5,638,000	3,961,333	5,154,000	8,937,167	6,660,000	4,451,000
November	6,923,700	4,977,400	5,677,000	5,892,000	5,420,000	5,744,000	5,832,000	6,969,000	5,910,000	5,682,000	4,762,333	4,886,000	9,638,167	5,555,000	
December	7,166,100	5,293,190	5,383,000	5,037,000	5,990,000	7,305,000	9,051,000	8,237,000	5,129,000	6,756,000	4,123,333	6,145,000	5,316,000	5,001,000	
January	6,216,600	6,086,000	6,602,000	5,974,000	5,747,000	6,465,604	7,768,000	6,389,000	5,646,000	5,320,000	4,509,000	4,710,000	4,722,000	5,233,000	
February	5,770,050	5,693,400	6,890,000	6,570,000	6,152,000	5,947,000	5,422,000	6,668,000	5,376,000	4,852,000	4,100,000	4,282,167	3,665,000	3,899,000	
March	8,927,000	6,079,500	6,928,000	7,289,000	6,606,000	6,023,000	6,382,000	6,067,000	6,120,000	4,987,000	3,578,000	5,123,167	4,532,000	4,483,000	
April	8,474,900	6,125,000	6,494,000	6,870,000	5,275,000	6,246,000	5,982,653	5,837,000	6,161,000	4,985,000	4,076,000	3,855,167	5,199,000	3,859,000	
May	9,256,300	6,672,640	6,582,362	6,850,000	6,155,000	6,039,000	5,890,033	6,725,000	6,605,000	4,297,000	4,014,000	4,511,167	5,882,000	3,833,000	
June	9,941,150	5,006,600	6,656,000	6,320,000	7,404,000	6,419,000	6,047,314	7,800,000	6,766,000	4,357,000	4,469,000	3,334,167	6,480,000	4,316,000	
Total	94,862,400	84,219,930	74,843,262	74,325,000	73,959,000	74,605,605	76,961,000	83,505,000	75,437,000	65,527,000	53,460,667	55,810,835	75,211,835	60,945,000	18,341,000

Water Sales - Gallons Billed Out to Town Customers

	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023	FY 2023 - 2024	FY 2024 - 2025	FY 2025 - 2026
Month	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold	Gallons Sold
July	5,044,040	4,746,009	3,983,000	4,987,000	3,955,000	4,478,000	3,656,000	4,588,000	6,318,006	4,692,003	3,760,000	3,360,000	3,711,000	3,447,000	3,265,000
August	6,226,031	5,874,014	4,779,000	5,304,000	5,914,000	3,956,000	5,043,004	4,266,000	6,810,003	4,553,003	3,793,000	3,458,000	3,261,000	3,105,000	3,326,000
September	5,175,024	4,242,015	4,735,000	4,478,000	5,627,000	5,082,000	3,994,000	4,369,000	5,412,004	4,302,001	3,658,000	3,355,000	3,419,000	3,318,000	3,401,000
October	4,602,016	3,859,012	4,270,000	3,592,000	3,875,000	3,815,000	3,772,000	4,110,000	7,454,004	3,772,000	3,445,000	3,516,000	3,496,000	2,931,000	3,191,000
November	5,403,028	3,849,010	4,041,000	4,466,000	4,851,000	4,790,000	4,557,000	4,020,000	4,716,004	4,041,000	3,510,000	3,266,000	3,253,000	3,179,000	
December	4,149,021	4,348,014	3,852,000	4,597,000	4,237,000	3,317,000	3,837,000	3,764,000	4,592,004	3,293,007	3,703,000	3,016,000	3,737,100	3,011,000	
January	4,187,013	3,934,009	4,773,000	3,708,000	4,028,000	3,543,000	4,613,000	4,417,000	3,769,003	3,500,000	3,962,000	3,422,000	3,219,100	3,017,000	
February	4,785,012	4,690,010	4,540,000	4,529,000	4,437,000	4,440,000	4,374,000	3,829,005	4,379,008	3,751,000	3,717,000	2,982,000	3,131,000	3,687,000	
March	4,159,011	4,315,013	5,012,000	5,543,000	4,362,000	3,883,000	3,811,000	3,622,004	3,480,004	3,280,000	3,280,006	2,992,000	2,784,000	2,796,000	
April	4,201,009	3,687,003	4,321,000	4,965,000	4,010,000	3,797,000	4,041,000	5,713,009	3,809,003	3,650,000	4,248,000	3,367,000	3,072,000	3,170,000	
May	3,987,008	3,938,003	3,893,000	4,056,000	4,384,000	4,494,000	4,286,000	5,192,007	3,787,003	3,988,000	3,547,000	3,576,000	3,270,000	3,198,000	
June	5,473,014	5,039,000	4,096,000	5,871,000	4,650,000	4,882,000	3,843,000	3,707,007	4,378,003	4,190,000	3,765,000	3,571,000	3,808,000	3,387,000	
Total	57,391,227	52,521,112	52,295,000	56,096,000	54,330,000	50,477,000	49,827,004	51,597,032	58,904,049	47,012,014	44,388,006	39,881,000	40,161,200	38,246,000	13,183,000

Unaccounted-For Water (%)

	FY 2011 - 2012	FY 2012 - 2013	FY 2013 - 2014	FY 2014 - 2015	FY 2015 - 2016	FY 2016 - 2017	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023	FY 2023 - 2024	FY 2024 - 2025	FY 2025 - 2026
Month									%	%	%	%	%	%	%
July	38	54	33	28	34	28	43	34	19	29	44	25	51	41	32
August	30	42	21	10	16	42	18	41	8	33	24	17	46	47	26
September	36	55	21	8	6	21	33	40	12	19	13	35	53	49	26
October	35	55	23	38	37	24	37	45		33	13	32	61	56	28
November	22	23	29	24	10	17	22		20	29	26	33	66	43	
December	42	18	28	9	29	55	58	54	10	51	10	51	30	40	
January	33	35	28	38	30	45	41	31	33	34	12	27	32	42	
February	17	18	34	31	28	25	19	43	19	23	9	30	15	5	
March	53	29	28	24	34	36	40	40	43	34	8	42	39	38	
April	50	40	33	28	24	39	32	2	38	27		13	41	18	
May	57	41	41	41	29	26	27	23	43	7	12	21	44	17	
June	45	-1	38	7	37	24	36	52	35	4	16	-7	41	22	
Average	38	37	30	24	26	32	34	37	26	27	17	27	43	35	28

[illegible]

Activity Log Event Summary (Cumulative Totals)

Warrenton Police Department

(10/01/2025 - 10/31/2025)

911 Hang-up	1	Accident	7
Alarm Activation	8	Animal Complaint	1
Assist Fire Dept	4	Assist Highway Patrol	1
Assist WC EMS	6	Assist WCSO	4
C.O.P.S.- Foot Patrol	2	Careless and Reckless Driving	1
Complaint	1	Disabled Vehicle	3
Dispute	2	Disturbance	1
Domestic	1	Downed Tree / Power Line	1
DWI	1	Escort	5
Follow up Investigation	2	Foot Patrol	5
Information by Phone	1	Injury to Real Property	1
Investigation and/or Interview	3	Juvenile Issues	1
Littering	2	Lost property	1
Missing Person – Attempt to Locate	1	Non Law Enforcement Issue	2
Non-Law Enforcement Issue	1	Other	3
Patrol	6	Property Check – Business	71
Property Check – Residential	28	Suspected Drunk Driver	1
Suspicious Person / Vehicle	8	Talk with Officer	8
Traffic Control	4	Traffic Stop	1
Trespassing	1	Welfare Check	1

Total Number Of Events: 202



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

BOC Meeting October 2025 – Action Items Checklist

1. Make changes to zoning map with Reynolds Tavern change. (cont.)
2. Execute recombination deed with Mayor and submit to Mitch Styers for filing at Register of Deeds.
 - ✓ Awaiting a reply from Mitch Styers
3. Coordinate with Aaron Ayscue and Jason Young the removal of the siren
 - ✓ Waiting till street paving is completed
4. Update ordinances with angled parking additions
 - ✓ Done
5. Follow up with NCDOT on additional crosswalks
 - ✓ Emailed Reid Davidson, NCDOT Engineer. Determined crosswalk possible at S. Main and Market Streets. Applied for grant from NCDOT to paint crosswalk at S. Main and Market Streets. (All other streets not sufficient with ADA accessibility.)
6. Notify Special Use permittees
 - ✓ Done
7. Double check crossing street with alcohol
 - ✓ Contacted NCDOT. Town Mgr of Louisburg unaware of any DOT constraints. NCDOT engineer determined there are no constraints from DOT.
8. Investigate options to opt out of early voting and voting at one location on election day
 - ✓ Contacted Debbie Formyduval. Will follow up when she returns from surgery.



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STATUS OF GRANTS

NC DEQ Waste Water SRP-W-0224

- Town awarded \$1,000,000 for improvements to the town's sewer lines. (SRP projects limited to \$3MM award every 5 years for both water and sewer.) Engineering plans due to State by December 2025. Possible project bid Spring 2026.

NC DEQ WWTP SRP-W-0220

- \$2,000,000 awarded. Project to replace 44-year-old rotors and clean out oxidation ditch #1, which are currently the most critical issues at the WWTP and bring oxidation ditch #2 online. Engineering plans being developed, due to State by June 2026.

NC DEQ Water Infrastructure Rehab SRF-D-2057

- Town-Wide Water System Improvements: \$1,564,600 (Received award notice.) Engineering plans have been submitted to the State for review. Possible project bid in Winter 2025.

NC DEQ Water AIA Stormwater Planning SRP-SW-0007

- Town awarded \$400,000 for stormwater planning. Town has adopted resolution accepting award. Awaiting further direction/meetings from Municipal Engineering.

Golden Leaf Storm Water Grant

- Town awarded \$196,447.50 for stormwater repairs to Brehon Street.
- Survey of affected area is complete.
- Construction began on 5/5/2025. Recently approved 220 feet stormwater piping connecting to the project area, will begin construction in November.

FEMA Cybersecurity Grant:

- State and Local Cybersecurity Grant awarded to the town of Warrenton in the amount of \$48,982. Sequentially implementing parts of grant project.

FEMA Generator Grant:

- Town on the list to receive funding to establish backup generators at Red Hill Loop and Ridgeway Warrenton pump stations totaling approximately \$170,000. During power outages this will keep user sewage flowing and reduce costs of pumping out sewage.

NCDEQ:

- NC Dept of Air Quality grant application for replacement of EV Charging Station in amount of approximately \$141,000. This 100% grant has been awarded to the Town of Warrenton. Construction of the charging station to begin in November.

NCDEQ:

- Spring round of funding from NCDEQ has been preliminarily announced. Warrenton has been approved grants to receive \$3,000,000.

USDA Community Facilities:

- USDA has awarded the Town a grant/loan package for purchase of leaf machine. \$93,000 total, requesting \$50,000 in grant funding and \$43,000 financed over 5 years with annual payment of \$9898. Awaiting delivery of leaf machine to hold closing. USDA also closed due to federal government shutdown.

NCLM Assistance Grant

- Funded by ARP through NCLM, the League engaged the legal firm of Parker Poe to assist the Town in making changes, at no cost to the Town, to:
 - Compliance of zoning code with any updated requirements from state
 - Review of sign ordinances
 - Recommendations for driveway sizesEstimate items to be presented to Board in Fall 2025

TOWN OF WARRENTON

"Historically Great - Progressively Strong"

P. O. Box 281

Warrenton, NC 27589-0281

PHONE (252) 257-3315

FAX (252) 257-9219

www.warrenton.nc.gov

STATEMENT OF INTEREST TO SERVE

If you are a Town of Warrenton or Warren County resident and would like to be appointed or volunteer your time and expertise to your community, please complete and return to:

Warrenton Board of Commissioners

c/o Town Administrator

P O Box 281

Warrenton, NC 27589

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

1. Revitalization
2. _____
3. _____
4. _____

Your full name: Jennifer Pierce

Date of Birth: 08/25/74 Sex Female Race Black

Mailing Street Address: 102 College St

City and Zip Code Warrenton 27589

Home Phone _____ Work Phone 252 8790118 Cell Phone 252 2130946

Job Title Owner

Company or Agency Warren Animal Feed

Email Address warrenanimalfeed@gmail.com

Are you a full time resident of the Town of Warrenton ☐ YES ☒ NO

Educational Background

Name of High School Attended Warren Co. High School

Name of College Attended East Carolina University

Degree Received Bachelors

Please list any military experience and rank when discharged _____

If you are presently serving or have previously served as an elected or appointed official, please explain: _____

Served previously as County Commissioner

Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications. Please feel free to attach a resume if so desired.

Work Experience County Commissioner District 1 (East/West Warrenton)

Volunteer Experience Girl Scouts - getting young girls involved in community projects/efforts

How did you become aware of Town of Warrenton volunteer or appointment opportunities? (Please circle appropriate response)

Newspaper

Current Town of Warrenton Volunteer

Web Site

Staff

Other

If other, please explain _____

I affirm that the above statements are true and if appointed, I will serve to the best of my ability.

Signature

Jennifer Peice

Date

10/28/25

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Warrenton Board of Commissioners

c/o Town Administrator

P O Box 281

Warrenton, NC 27589

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

- | | |
|------------------------------------|----------|
| 1. <u>Revitalization committee</u> | 3. _____ |
| 2. _____ | 4. _____ |

Your full name: Jacob Twisdale

Date of Birth: 10/28/1982 Sex Male Race Caucasian

Mailing Street Address: 317 Fairview St.

City and Zip Code Warrenton, nc 27589

Home Phone 919-939-3946 Work Phone _____ Cell Phone _____

Job Title Sr. Systems engineer

Company or Agency Lumen Technologies

Email Address jacob.twisdale@gmail.com

Are you a full time resident of the Town of Warrenton ☒ YES ☐ NO

Educational Background

Name of High School Attended Northern Vance High School

Name of College Attended Colorado Technical Institute

Degree Received _____

Please list any military experience and rank when discharged US Navy Dec 14 2004 - Dec 14 2009

Petty Officer 2nd Class. (E-5)

If you are presently serving or have previously served as an elected or appointed official, please explain: N/A

Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications. *Please feel free to attach a resume if so desired.*

Work Experience _____

Volunteer Experience Assist in arranging and setting up for events at Mill Hill brewery.

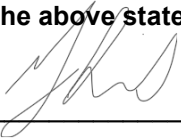
Assisted in setting up for the past few festivals since I have moved to Warrenton, Nc

How did you become aware of Town of Warrenton volunteer or appointment opportunities? (Please circle appropriate response)

Newspaper Current Town of Warrenton Volunteer Web Site Staff Other

If other, please explain Michael Coffman, Darren Moore

I affirm that the above statements are true and if appointed, I will serve to the best of my ability.

Signature 

Date 11/3/2025

From: Kellen, Joshua L <jlkellen@ncdot.gov>
Sent: Friday, October 24, 2025 10:28 AM
To: townadministrator warrenton.nc.gov
Subject: RE: [External] FW: Quick Question

Good morning,

It was good to see you yesterday. Regarding your question related to social districts, the guidance I've received is that we're not immediately aware of any restrictions by the Department but would recommend reaching out to other municipalities with similar social districts to see what ordinances they put in place to govern them.

Thank you for your time, have a wonderful weekend.

Joshua Kellen, PE
District Engineer
Division 5/District 3
North Carolina Department of Transportation

(252) 598-5100 office
(252) 492-0123 fax
jlkellen@ncdot.gov

321 Gillburg Road
Henderson, NC 27537

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

-----Original Message-----

From: townadministrator warrenton.nc.gov <townadministrator@warrenton.nc.gov>
Sent: Wednesday, October 22, 2025 3:47 PM
To: Kellen, Joshua L <jlkellen@ncdot.gov>
Subject: [External] FW: Quick Question

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Josh... good afternoon...

A quick question for you. This one may be out of your wheelhouse, but maybe you could steer me in the right direction.



SOCIAL DISTRICT REGISTRATION

Pursuant to NC General Statute §18B-904.1, social districts established by a county or a city must be registered with the North Carolina Alcoholic Beverage Control Commission.

JURISDICTION

County (N.C.G.S. 153A-145.9) Name of County:

City (N.C.G.S. 160A-205.4) Name of City:

HOURS

List the days and hours during which alcoholic beverages may be consumed in the Social District.
(ex. Sun, 12pm - 12am, Fri, 8am - 2am, Sat, 8am - 2am)

ATTACHMENTS

Please include the following attachments with this registration form:

1. Detailed map of the Social District with the boundaries clearly marked.
2. Copy of the ordinance establishing the Social District.
3. Photos/images of the signs as required under §18B-904.1(c)(1).
4. Copy of the Social District management and maintenance plans as required under §18B-904.1(c)(2). (optional)

Name of Official submitting Social District Registration:

Email address of Official submitting Social District Registration:

Phone number of Official submitting Social District Registration:

Date submitted:

This registration may be submitted via:

Email: permits@abc.nc.gov

or

US Mail: NC ABC Commission
 ATTN: Social District Registration
 400 East Tryon Road
 Raleigh NC 27610



North Carolina's Updated Laws on Social Districts

In September 2021, Governor Roy Cooper signed into law House Bill 890 (HB 890) – ABC Omnibus Legislation – which passed both the House and Senate with bi-partisan support. Included in HB 890 was a provision allowing local governments to create social districts in North Carolina. The North Carolina Retail Merchants Association (NCRMA) was the major interest group pushing for the passage of this important legislation to drive foot traffic to downtown businesses and level the playing field for brick-and-mortar businesses with ABC permits. In a little less than a year since the enactment of HB 890, nearly twenty municipalities have successfully created social districts in towns as small as Norwood to cities as big as Greensboro. Numerous other cities are investigating the creation of social districts based on how successful the social districts have become with customers and businesses alike.

The passage of legislation creating social districts also resulted in some legal questions posed to the North Carolina Alcoholic Control Commission, Alcohol Law Enforcement, and local city attorneys.

In June 2022, House Bill 211 (HB 211) – Social District/Common Area Clarifications - passed both the House and Senate with bi-partisan support and was subsequently signed into law by the Governor on July 7, 2022. This legislation provides some much-needed clarity to the original social district legislation and includes more detail on the inter-workings of social districts.

The sections of the North Carolina General Statutes regulating social districts contained in HB 890 were repealed and replaced with a brand-new section of Chapter 18B to regulate social districts. However, any social districts created in 2021 remain in place. The information detailed below provides context on North Carolina's initial law allowing for the creation of social districts and clarifications to this law established via the recent passage of HB 211.

What is a Social District?

A social district is a defined area in which a person may consume alcoholic beverages sold by an ABC permittee located within the social district. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government in creating the social district. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as well as public streets, crosswalks, or parking areas whether the streets or parking areas are closed to vehicle traffic.

This revised definition clears up any confusion as to whether a social district can cross a public street or road and whether a social district may be created in a privately owned area of a local government jurisdiction, such as a shopping center. It also clarifies that a social district may include both indoor and outdoor areas of businesses within, or contiguous to, the defined area during the days and hours set by the local government. It should be noted that it is the sole decision of a business located within the geographic area of a social district whether to participate in the activities of the social district.

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Who Can Designate a Social District?

Neither HB 890 nor HB 211 created a statewide social district, but instead allows cities and counties to “opt-in” to social districts via an ordinance.

- A city may adopt an ordinance designating an area within the municipal limits as a social district under G.S. 160A-205.4.
- A county may adopt an ordinance designating a social district from an area located outside a municipal boundary under G.S. 153A-145.9.
- Once created, a local government may also eliminate a social district by ordinance.
- HB 211 did clarify that a local government may create more than one social district within its jurisdiction.

What are the Requirements for a City or County to Create a Social District?

- Social districts must be clearly defined, and signage must be posted in conspicuous locations indicating:
 - The geographic area included in the social district.
 - The days and hours during which alcoholic beverages can be consumed in the social district.
 - The telephone number for the ALE Division and Local Law Enforcement with jurisdiction over the social district.
 - A clear statement that an alcoholic beverage purchased for consumption in a social district shall:
 - only be consumed within the social district and
 - be disposed of before the person possessing the alcoholic beverage exits the social district unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchased.
- Social districts are only allowed to operate during hours defined under G.S. 18B-1004:
 - From 7:00 am until 2:00 am Monday – Saturday; and
 - From Noon until 2:00 am on Sunday
 - If the local government has allowed for earlier Sunday Sales, a social district may operate beginning at 10:00 am on Sunday
- A local government creating a social district is required to establish management and maintenance plans for the social district and post these plans, along with a drawing of the boundaries and the applicable days and hours of the social district, on the local government’s website. A social district must be maintained in a manner that protects the health and safety of the general public.
 - Under HB 211, a local government is now authorized to delegate the management and maintenance of the social district to a private entity, such as a downtown development organization, local chamber of commerce or owner of a shopping center.
 - A local government may also establish guidelines in their social district allowing for suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring special events ABC permits.
- Before a social district can become operational, a local government must submit to the North Carolina Alcoholic Beverage Control (ABC) Commission a detailed map of the social district with the boundaries clearly marked and the days and hours during which alcoholic beverages can be consumed (G.S. 18B-904.1(c)(3)).
 - The ABC Commission has created a specific form for a local government to submit this documentation and can be found here:
 - [NC ABC Commission Social District Registration Link](#)
 - A local government is only required to submit a revised map to the ABC Commission if the local government changes the geographic area of a social district. It should be noted that a local government is not required to identify the businesses or ABC permittees located within the social district or if there is a change in businesses located within the social districts that are participating in the social district.

- A local government is required to develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district.
 - The signs may be in the form of a sticker, placard, or other format as deemed appropriate by the local government.
 - A non-permittee participating in the social district and allowing alcohol on their premises is required to always display the uniform sign during the times when the social district is active.
 - A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign.
 - A local government may now delegate the designing of signage, cups, and window clings to a private entity such as a downtown development authority, local chamber or property management group with the local government maintaining ultimate decision-making on these items.

Who Can Sell Alcohol in a Social District?

A business holding any of the following ABC permits may sell alcohol to be consumed in a social district:

- 1) An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
- 2) An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
- 3) An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
- 4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
- 5) A distillery permit issued pursuant to G.S. 18B-1001(5).
- 6) A wine shop permittee issued pursuant to G.S. 18B-1001(16).

Special one-time permits: The ABC Commission may issue special one-time permits pursuant to G.S. 18B-1002(a)(2) or (a)(5) for events occurring on premises located partially or entirely within the boundaries of a social district. This was an important clarification to the social district law contained in HB 211 because some local governments questioned whether they could create social district in an area where the local government conducted annual festivals where alcohol was sold.

What Additional Rules Do ABC Permittees Have to Follow to Sell Alcohol Within a Social District?

An ABC permittee must be located in or contiguous to the social district in which it is selling alcohol to be consumed.

The ABC permittee is only allowed to sell and serve alcoholic beverages on its licensed premises. In other words, the ABC permittee cannot sell alcoholic beverages in the street or down the street from its licensed premises just because the ABC permittee is located in, or contiguous to a social district.

Alcoholic beverages that are being sold to be consumed in a social district can only be sold in a container that meets all the following requirements:

- 1) The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
- 2) The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
- 3) The container is not made of glass.
- 4) The container displays, in no less than 12-point font, the statement, “Drink Responsibly – Be 21.”
- 5) The container cannot hold more than sixteen fluid ounces.

A local government may now create its social district ordinance so an ABC permittee or non-permittee business may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from any ABC permittee located in or contiguous to the social district.

- This is a major change from HB 890 enacted in 2021 which prohibited a customer who had purchased an alcoholic beverage from one ABC permittee to enter the premises of another ABC permittee located in the social district.

In summary, an ABC permittee in a social district is no longer prohibited from allowing a patron to enter their premises with an alcoholic beverage purchased at a different ABC permittee located within the social district if the local government chooses to write its social district ordinance to allow for this activity.

Another major policy change contained in HB 211 allows ABC permittee and non-permittee businesses in multi-tenant establishments to be included and participate in a social district. This allows for a social district to be created in an area that is privately-owned such as in a mixed-used shopping center which contains residential units as well as businesses that sell or do not sell alcohol.

If I am a Business in the Social District, but I Do Not Want Customers Coming into My Store with Alcoholic Beverages, Do I Have to Participate?

No, any business without an ABC permit located in, or contiguous to, the designated social district has the option to participate, or not, in allowing customers with beverages to enter their premises. For example, Printers' Books may remain open during designated social district hours but decide to post a sign that alcoholic beverages (or any beverages) are not allowed in their store even if they are located inside of the social district.

Likewise, a business with an ABC permit located in, or contiguous to, the social district may decide to participate or not participate in allowing customers to leave their premises with an open container.

HB 211 contained several clarifying changes concerning this question, including:

- A participating non-permittee business is now required to always display the uniform sign during the times when the social district is active as to whether the business allows for patrons to enter their business with alcohol.
- All non-permittee businesses that are part of a social district and allow customers to bring alcoholic beverages onto their premises are required to clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point.
 - As example, if a non-ABC permittee has two points of ingress and egress with one point entering and exiting into the social district and one entering and exiting into an area not in the defined social district the business would have to post signage warning their customers not to exit the business with alcohol into the area not contained in the social district. This is to prevent a patron from unknowingly possessing an open container of alcohol outside of the social district.
- During the days and hours when the social district is active, a non-permittee business that allows customers to bring alcoholic beverages onto its premises is required to allow law enforcement officers access to the areas of the premises accessible by customers.
- In a major policy change from HB 890, HB 211 allows an ABC permittee or a non-permittee to possess and consume on the business' premises alcoholic beverages purchased from any permittee located in the social district. HB 890 previously prohibited a local government from creating a social district that allowed an ABC permittee to allow a customer to bring an alcoholic beverage from a different ABC permittee onto their premises. G.S. 18B-300.1(f) allows an ABC permittee to allow a person to bring an alcoholic beverage purchased at a different ABC permittee onto their premises. Again, while this activity is allowed, the decision on whether to allow for this activity within a social district is up to the local government and how the local government determines to write their ordinance creating a social district.

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What Requirements Do Customers Have to Follow Within a Social District?

A person can only possess and consume alcoholic beverages purchased from an ABC permittee located in, or contiguous to, the social district. A person cannot bring their own personal beer or wine into the social district for consumption.

A person, including a customer who is in possession of an open container of an alcoholic beverage, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law (ex: a person can buy a beer to drink in the required social district cup and take a four-pack to consume at home from a bottle shop).

Any alcoholic beverages consumed in the social district must be consumed from the required container described above. In other words, a person cannot pour their wine or beer into a personal solo cup or any type of container other than the one meeting all the requirements for social districts.

Alcoholic beverages shall only be possessed and consumed in the social district during the days and hours set by the city or county. If a city designates an area as a social district from 9:00 pm until midnight on Friday and Saturday, a person cannot consume alcohol in the social district at 9:00 pm on Wednesday.

The sale and delivery of alcohol in a social district is subject to the same limitations for sales and deliveries of alcohol in North Carolina:

- No more than two malt beverages or wine drinks at one time to a single patron
- No more than one mixed beverage or spiritous liquor drink at one time to a single patron

A person is required to dispose of any alcoholic beverage in the person's possession prior to exiting the social district. In other words, if a person is leaving the social district area, they must pour out or throw away their alcohol.

Can Common Area Entertainment (CAE) Permits and Social Districts Co-Exist?

In 2019, prior to the enactment of social district authorizing legislation, the General Assembly passed SB 290 – ABC Regulatory Reform Bill – that created a Common Area Entertainment (CAE) Permit. While individual tenants in multi-tenant establishments, like food halls, were already allowed to serve alcohol within their defined premises – the multi-tenant establishment did not have its own permit to allow customers to flow within the “common area” itself.

This new CAE permit allowed the property owner or property owner's association of a “multi-tenant establishment” with two or more alcohol-permitted businesses to have a designated consumption area on the property where individuals could purchase alcohol at establishments and take the open containers of this alcohol (including beer, wine, and spirituous liquor) in specially-designated cups off the designated premises of those businesses into a designated consumption area, or back onto the premises of a business, with permission of the business owner.

Fast-forward to the 2021 legislative session, when the legislature passed HB 890 authorizing local governments to pass ordinances to designate social districts whereby customers of businesses located contiguous to the social district could take open containers of alcohol (including beer, wine, and spirituous liquor) in specially-designated cups off the premises of an ABC permitted establishment and into any areas designated as part of the social district.

During the 2022 legislative session, HB 211 included clarifying provisions to answer questions that arose on the interaction of CAE permits and social districts such as:

- Could CAEs be issued to mixed-use developments that had private streets open to vehicular traffic?
- Can local governments pass ordinances designating social districts in mixed-use developments and/or privately-owned property?
- Can a social district and a special event permit work in tandem?

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HB 211 makes the following clarifications to the existing CAE and social district laws to address those questions:

- A mixed-use development may obtain a CAE that encompasses the development, including privately owned streets, sidewalks, and courtyards and does not have to restrict or close these areas through the delineation of vertical boundaries.
- A city or county may pass a social district ordinance that encompasses a mixed-use development and/or private property and may delegate management of that social district to the property owner or property owner's association.
- Various types of special event permits may act in conjunction with social districts, and cities/counties have flexibility to implement this process. For example, street festivals in a downtown area can operate in conjunction with a social district.
- Property owners and cities/counties have flexibility to implement management and maintenance plans, which include limiting hours of consumption, creating signage, and providing security.

The CAE permit will continue to be issued to the owner or property owners' association of a multi-tenant establishment, but a common area would be defined as "an indoor or outdoor portion of a multi-tenant establishment that is open to the public" and the permit holder can designate common areas to be "designated consumption areas" where consumption of alcoholic beverages is allowed.

The designated consumption area may include:

- Any indoor or outdoor area of a permittee business that is contiguous to a designated common area or
- Any indoor or outdoor area of a non-permittee business that is contiguous to the designated common area and that chooses to allow customers to bring open containers of alcoholic beverages onto its premises.

Additional requirements and clarifications involving a CAE Permit:

- A permittee can be included in the designated consumption area even if it chooses to exclude open containers of alcoholic beverages purchased from other permittees.
- Non-permittee businesses are not responsible for enforcing the alcohol laws but must allow law enforcement officers access to the areas of the premises accessible by customers.
- The designated consumption areas must be submitted to and approved by the ABC Commission and be marked in a way that clearly indicates to customers where the boundaries of the designated consumption area are located.
- Open containers sold by a permittee for consumption in a designated consumption area must be in a container meeting several criteria, and the possession of closed containers would be allowed to the extent otherwise allowed by law.



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

Frontier Warren Update

Recent developments in Frontier Warren buildings (136 and 140 S. Main St.) include:

- Frontier Natural Gas moved to their new building on Hwy 158 Bus. This is a significant loss in revenue.
- Second tenant has moved out freeing up additional space.
- Rent from grocery store is several months behind, but has promised to get caught up shortly.

Town's leases end on May 14, 2026.



781 Chestnut Ridge Road
Morgantown, WV 26505
hopeutilities.com

Town of Warrenton
113 S. Bragg Street
PO Box 281
Warrenton, NC 27589

On Behalf of Frontier Natural Gas

As of 10/13/2025 Frontier Natural Gas would like to submit a 30-day notice to terminate the lease of Sub-Leased space with property address of 136 S. MainStreet, Warrenton, NC along with common areas. Frontier Natural Gas will vacate the space no later than November 7, 2025 11:59 PM.

Said lease agreement started on 1st March 2020 and continued on a month-by-month basis. No security deposit was given and no funds expected in return.

Tenant:

Frontier Natural Gas
110 PGW Drive
Elkin, NC 28621

Frontier Natural Gas Representative:

Manager Hope Utilities Facilities:
David Downey
781 Chestnut Ridge Road
Morgantown, WV 26507

Date 10/13/2025



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

Woody King as Santa Claus

- Staff requesting recognition for his years of service and continued service as Santa Claus.
- Acknowledged with a Mayoral Proclamation.
- \$100 gift card from the Town



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

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Chris Privett Request for Cancellation of Accumulating Fees

- Based on the June 30, 2025 notice letter, fees, assessed by the Town Administrator, have been accumulating at the rate of \$100 per day from July 30, 2025.
- Requester intends to submit a Certificate of Appropriateness to the Historic District Commission for approval of work that has already been constructed/completed.



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

June 30, 2025

Mr. Chris Privett
PO Box 646
Warrenton, NC 27589

This letter serves as official notice regarding unauthorized modifications to the property located at **106 W. Macon Street**, as well as the status of Certificate of Appropriateness (COA) applications for all properties under your ownership or control.

Violation Summary:

- It has come to the Town's attention that modifications have been made to 106 W. Macon Street **without prior review or approval**, in **willful violation** of the Town of Warrenton Historic District Ordinances.
- These unauthorized changes were undertaken **while an application for a COA was pending for a separate property, 112 W. Macon Street**, raising concerns about intent and compliance.

Penalties and Required Actions:

- **A civil fine of \$100** is hereby assessed for this violation.
- You are required to **restore the property at 106 W. Macon Street to its original condition**, prior to the unauthorized modifications, within **thirty (30) calendar days** of the date of this letter.
- Failure to comply within this timeframe will result in **additional fines of \$100 per day** until full compliance is achieved.

Impact on Future COA Applications:

- Effective immediately, **no further COA applications will be reviewed or approved** for any property under your ownership or control until the violation at 106 W. Macon Street is fully resolved and the property is brought into compliance.

Please see the relevant ordinance excerpts included at the end of this letter for your reference. If you have any questions or wish to discuss this matter further, feel free to contact me at (252) 257-1122.

Robert Davie
Town Administrator

Historic District Ordinances

§153.91 Other Remedies and penalties of enforcement.

- (A) Permit denial: An application for a Town permit or renewal thereof hereunder may be denied by the Town manager or his designee if the prospective Town permittee fails to comply with any of the requirements of sections of the Historic District ordinance, above or if a material violation exists of any provision of this article.
- (B) Permit revocation: The Town permit shall be revoked by the Town manager or his designee for any material violation of this article or for false representations made in securing a permit hereunder. The Town manager or his designee may revoke the Town permit by notifying the Town permittee holder in writing and stating the reason for revocation. any Town permittee whose permit is denied or revoked may appeal said denial or revocation to the full board of commissioners.
- (C) Civil penalty: Violation of this article subjects a violator to a civil penalty in the amount of \$100.00. The Town manager or his designee may impose a civil penalty by giving the violator a written citation either in person or by registered mail, return receipt requested. The citation shall describe the nature of the violation, specify the amount of the civil penalty being imposed, and inform the violator to pay the civil penalty or correct the violation or both within the time limit. Any order to correct a violation shall specify a reasonable time period in which the violation may be brought into compliance (the "compliance period") and no additional penalties shall be assessed until the compliance period has expired. The Town may institute a civil action in the nature of a debt collection in a court of competent jurisdiction to recover any civil penalty assessed hereunder.

Town Vehicle Use Policy

1. Purpose

This policy establishes the rules and responsibilities for employees who operate vehicles owned or leased by the Town. Its purpose is to ensure safe, responsible, and lawful use of town vehicles.

2. Scope

This policy applies to all employees who are authorized to operate a vehicle owned, leased, or otherwise provided by the Town in the course of their employment.

3. Eligibility and Authorization

- Only employees with a valid driver's license appropriate for the vehicle type may operate a town vehicle.
- Employees must complete a **Motor Vehicle Records (MVR)** check prior to authorization and periodically thereafter.
- Authorization to use a town vehicle may be revoked or suspended for any reason, including poor driving history or policy violations.

4. Acceptable Use

Town vehicles must be used exclusively for official town business. This includes:

- Traveling between job sites
- Performing services as part of job duties

Personal use of town vehicles is strictly prohibited unless expressly authorized in writing by the Town Manager or Department Head. Some employees are authorized to drive town vehicles to and from work.

5. Responsibilities of the Driver

Employees operating town vehicles must:

- Follow all local, state, and federal motor vehicle laws
- Wear seat belts at all times and ensure passengers do the same
- Not use mobile devices while driving unless hands-free
- Not operate the vehicle under the influence of alcohol, drugs, or any substances that impair driving
- Perform pre-trip inspections for safety (tires, lights, brakes, etc.)
- Ensure the vehicle is locked and secured when unattended
- Report any mechanical issues promptly to the appropriate department

6. Accidents and Traffic Violations

- All accidents must be reported **immediately** to the supervisor and appropriate law enforcement, regardless of severity.
- A written incident report must be submitted to the supervisor the same day.
- Employees found at fault for a motor vehicle accident will be subject to drug screening before returning to work.
- Employees are personally responsible for any traffic or parking violations incurred while operating a town vehicle.

7. Prohibited Activities

Employees are prohibited from:

- Transporting unauthorized passengers (e.g., family, friends, pets)
- Smoking or vaping in any town vehicle
- Using the vehicle for personal errands or commuting, unless authorized
- Transporting illegal substances or weapons unless job-related and authorized

8. Disciplinary Action

Violations of this policy may result in:

- Revocation of vehicle use privileges
- Disciplinary action, up to and including termination
- Financial responsibility for damages or violations, as permitted by law

9. Policy Acknowledgment

All employees authorized to use town vehicles must sign a statement acknowledging they have read, understood, and agree to comply with this policy.

Approved by: [BOC]

Effective Date: [MM/DD/YYYY]

Review Date: [Annually]



October 8, 2025

via email (townadministrator@warrenton.nc.gov)

Town Of Warrenton
113 S Bragg St
Warrenton, NC 27589

Attention Robert Davie:

**Re: Utility Relocations Study
Town of Warrenton, NC
Project # TOWNC25001**

Dear Mr. Davie:

Pennoni understands that the Town of Warrenton wishes to apply for a grant to improve the visual appearance of Main Street by relocating above-ground utilities. As part of the application, a report with cost estimates for the relocations will be required. The grant would then provide funding to allow the Town to relocate utilities so that they are less visible along Main Street. The Town will be the applicant and administrator of the grant.

Phase 01 – Utility Relocation Study:

The scope of services that Pennoni is to provide includes research of the area and contacting utility companies with facilities along Main Street from Franklin Street to Church Street. Subsequently, Pennoni will use the findings to provide a report that includes the following:

1. List of identified utility companies that are within Main Street right of ways including associated contact information. There are seven expected utility companies based on initial investigation.
2. Evaluation of two options for relocation of each utility service along with a summary description of each corresponding location.
3. Cost estimates for the relocation of each utility company.
4. Exhibit Drawings showing the proposed options.

The deliverables to the Town will be digital files in PDF format.

Phase 02 - Construction:

Pennoni's service excludes the application or administration of the grant. Should the grant be awarded to the Town, Pennoni can proceed with utility coordination services as a second phase should the Town desire. This work phase will involve Pennoni contacting the companies and coordinating the construction of the relocations along with assisting the Town with any payment paperwork from the various utility companies.

This is based on performing the construction in the year 2026. Should the construction take place at a later date, Pennoni has the right to renegotiate their costs to account for salary escalation. This phase is intended to be hourly workscope for time and materials.

As this scope is quite broad, we have estimated a time and material budget for this phase.

We estimate the fees and expenses for the subject project to be as follows:

<u>WORKSCOPE:</u>	<u>FEE:</u>
PHASE 01 – Utility Relocation Study	\$12,000 Lump Sum
PHASE 02 – Construction Coordination	\$16,500 (Budget)

TOTAL - \$ 28,500

Any items not specifically mentioned in this proposal are excluded. Should additional services be required beyond what is accounted for in this Contract, a Contract Amendment will be coordinated through your office.

If this proposal is acceptable, please indicate, in the space provided below, the corporation, partnership, or other entity, authorized to transact business in the State of North Carolina, which will be a party to this agreement, provide the signatures of its authorized representative and return one (1) executed copy. The executed proposal will serve as our agreement for professional services to be rendered and shall be interpreted in accordance with the laws of the State of North Carolina.

We propose to furnish labor and material, complete in accordance with above description and subject to the attached "Schedule of Fees" and General Terms and Conditions", for the sum of: See above Dollars. Payment to be made as follows: monthly on percent complete basis; no retainage withheld.

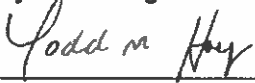
Thank you again for the opportunity to provide our Contract for Professional Services to be rendered to your office on this project. We are eager to continue our relationship with you and trust that you will find our firm's services beneficial to your development objectives.

If you have any questions or comments, or wish to discuss this Contract in further detail, please feel free to contact our office at your convenience.

Respectfully Submitted,

PENNONI ASSOCIATES, INC.

By: 
Eric Tweed
Project Manager

By: 
Todd Hay, PE
Vice President & Office Director

Acknowledged and accepted this _____ day of _____, 2025.

By: _____
Name Title

For: _____



Billing Rates

2025 SCHEDULE OF FEES- North Carolina & Virginia

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional.....	\$306
Principal Professional.....	\$243
Senior Professional.....	\$222
Project Professional	\$200
Staff Professional	\$184
Associate Professional	\$177
Graduate Professional.....	\$137
Technician III	\$124
Technician II	\$116
Technician I	\$106
2-Man Survey Crew	\$193
3-Man Survey Crew.....	\$254
4-Man Survey Crew.....	\$329
Senior Field Technician	\$118
Field Technician	\$ 83
Laboratory Technician.....	\$ 99
Project Assistant.....	\$106

- ▶ SUE vacuum trailer cost: \$1.10 per mile
- ▶ Cost for SUE test holes will be determined as needed and vary depending on quantity, location, and depth.
- ▶ Add 15% to above Survey Crew rates when OSHA 40-hour training required
- ▶ Technical Support/Expert Testimony Fee provided upon request

"Professional" includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- ▶ Subconsultant/Subcontractor services: cost plus 10%
- ▶ Project Related Travel and Living Expenses: cost plus 10%
- ▶ Field Equipment, Expendable Materials/Supplies and Outside Reproduction: cost plus 10%
- ▶ Passenger Vehicles: per IRS standard rate



PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.



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

Police Department Request for Prepaid Behavioral Health Coaching

- Agreement can be cancelled with a 60 day notice.
- \$5 per employee per month for a total of \$25 per month.
- Line number: transfer money from medical line used for drug screening and FMRT in the hiring process. (Medical and psychological screening.)

Justification:

To reduce potential legal liability and promote overall employee well-being, the Police Department would like to implement software designed to support health, wellness, and personal resilience. This tool would help employees strengthen their physical and mental fortitude, enabling them to better manage daily challenges and workplace stressors. By serving as a form of proactive maintenance, the program can help minimize future healthcare costs, workers' compensation claims, and legal fees.

In addition, the employer may experience measurable benefits such as increased productivity.

Finally, this initiative fosters a positive workplace culture by demonstrating the Town's commitment to the well-being of its officers and staff. When employees feel valued and supported, morale and job satisfaction increase—ultimately improving retention and reducing turnover.



Service Agreement

This Service Agreement (the "eni Service Agreement") is entered into effective _____ by and between Employee Network, Inc. ("eni") with an address of 1040 Vestal Parkway East, Vestal, New York 13850, and Warrenton Police Department, with an address of 113 South Bragg Street, 3rd Floor, Warrenton, NC 27589 ("Company"). The term "Agreement" as used herein includes this eni Service Agreement, Exhibits A (Summary of Services and Processes) and B (Fees) attached hereto, the attached Terms and Conditions and the attached HIPAA Business Associate Agreement (all of which are incorporated herein by reference).

I, David Elliott, have authority to enter into this Agreement on behalf of the Company listed above and authorize eni to bill the fees as set forth in the Exhibit B fee schedule. Fees will change based upon the number of Eligible Members in accordance with the Exhibit B fee schedule, and may otherwise change as provided in the Terms and Conditions. I understand that Services will continue as long as payments for the Services reflecting the appropriate number of Eligible Members are received by eni when due. I agree to notify eni promptly of changes in the number of Eligible Members pursuant to the terms hereof. I understand that lack of such notification or allowing persons other than Eligible Members to use the Services constitutes a breach of this Agreement and may result in termination of this Agreement and/or reimbursement to eni for unauthorized services, at eni's sole discretion.

WHEREAS, Company has engaged eni to provide Bree Health Services;

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, the parties hereto agree as follows:

1. **Services:** eni will provide Bree Health Services as more fully described on Exhibit A (Summary of Services and Processes) attached hereto.

2. **Start Date and Other Terms:**

Start Date: December 1, 2025

Contract Term: Open ended

3. **Company Obligations:**

a. **Eligible Members.** Company shall provide eni with the number of Eligible Members employed by Company annually. Company acknowledges that it is Company's responsibility to provide eni with accurate and complete information regarding all Eligible Members and Company agrees that it shall not, under any circumstances, offer Services to any person that it has not identified to eni as an Eligible Member. The parties anticipate that the total number of Eligible Members on the Start Date specified in Section 2 above shall be approximately 6.

b. **Services and Payments.** Invoices for the Services will be generated by eni and sent to Company annually immediately upon eni's receipt of the information from Company required by Section 3.a. above setting forth all Eligible Members. If an Eligible Member (or an Eligible Dependent of



such Eligible Member) is using the Services at the time of termination of the Eligible Member's employment, eni will continue to provide the Services until conclusion. After date of termination of employment of an Eligible Member, the Eligible Member and the Eligible Dependents of such Eligible Member have a thirty (30) day grace period to contact eni and initiate Services. Until Services are concluded with respect to an Eligible Member (or the Eligible Dependents of an Eligible Member) whose employment has been terminated, (i) Company shall continue to identify such Eligible Member in the information provided to Company pursuant to Section 3.a. above and (ii) Company shall continue to pay eni all applicable fees for such Eligible Member and the Services being received by such Eligible Member and/or Eligible Dependents.

- c. California Residents. Company agrees and acknowledges that, notwithstanding anything to the contrary in this Agreement, with respect to any Eligible Individuals that reside in California ("California Residents"): (i) the Services shall not include more than 3 counseling sessions in any six month period; and (ii) the fees for the Services will be paid by Company on behalf of the California Residents, shall not be charged back to California Residents, and do not affect the California Residents' compensation. If Company violates any provisions of this Section, Company shall indemnify, defend, and hold eni (and its officers, directors, employees, agents, representatives and affiliates) harmless from and against any and all liability, losses, injuries, damages, claims, demands, suits, cost and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent they relate to or arise out of Services to any California Residents, including, without limitation, any Losses associated with any failure to comply with the Knox-Keene Health Care Service Plan Act of 1975, as amended.

4. **Exceptions:** Notwithstanding anything herein to the contrary, the Services to be provided by eni pursuant to this Agreement expressly do not include (a) any Company obligations set forth in Section 3 hereof; (b) Company requests for updates to the personalized mobile platform; and (c) any other services not specifically identified on Exhibit A hereto. Company agrees and acknowledges that, as set forth on Exhibit A, certain of the Services require payment of additional fees above and beyond the monthly fees set forth on Exhibit B hereto. Company acknowledges that this Agreement only relates to provision of Services in the United States. eni shall not, and shall not be obligated to, provide Services to any persons not residing in the United States.

5. Intellectual Property:

- a. eni Intellectual Property. As between eni and Company, eni owns, solely and exclusively, all rights, title and interest in and to any and all Intellectual Property developed and/or modified by eni in connection with the Services (collectively, the "eni Intellectual Property"). eni retains all Intellectual Property Rights in, to and/or embodied in or associated with the eni Intellectual Property and all copies and derivative works thereof. Use of the Services does not grant to Company or any other party ownership of any eni Intellectual Property.
- b. Company Intellectual Property. Company represents and warrants to eni that Company owns or has the right to use any and all Intellectual Property that may be provided by Company to eni in connection with this Agreement (the "Company Intellectual Property").

- c. Limited License. Company grants to eni, and represents and warrants that it has the right to grant to eni, a royalty-free, non-exclusive, worldwide, sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner any and all Company Intellectual Property in connection with eni's provision of the Services pursuant to the terms of this Agreement. eni grants to Company a limited license to use the eni Intellectual Property solely for purposes of utilizing the Services provided by eni pursuant to this Agreement. Company shall only use the eni Intellectual Property as necessary to use the Services and shall not use or otherwise exploit the eni Intellectual Property for any other purpose.
- d. Restrictions. Company agrees that it shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the eni Intellectual Property or make any unauthorized use thereof. Other than as expressly allowed herein, Company may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any eni Intellectual Property. Company further agrees that it may not and shall not alter, edit, delete, remove, or otherwise change the meaning or appearance of, any of the eni Intellectual Property, including, without limitation, the alteration or removal of any trademarks, or any other proprietary content or proprietary rights notices.
- e. Company Responsibility. Company shall be responsible for ensuring that all use of the eni Intellectual Property pursuant to this Agreement is in compliance with the terms of this Agreement and Company shall be liable for any use of the eni Intellectual Property in violation of the license granted in this Agreement, whether by Company, Eligible Individuals, or by any other user using the Services on behalf of Company.
- f. Limited Warranty. eni warrants that it shall use commercially reasonable efforts to ensure that the eni Intellectual Property, as delivered and under normal use, shall not contain any disabling devices, back doors, Trojan horses, or other malicious code designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information.
- g. Indemnification. Subject to the limitations set forth in this Agreement, eni shall indemnify, defend or settle any action, suit or proceeding brought against Company alleging that the eni Intellectual Property infringes any U.S. patent or copyright, provided that Company gives prompt written notice to eni of any such action, suit or proceeding and gives eni the authority to proceed as contemplated herein. eni shall have the exclusive right to defend any such action, suit or proceeding and make settlements thereof at its own discretion, and Company may not settle or compromise such action, suit or proceeding, except with the prior written consent of eni. Company shall give such assistance, cooperation and information as eni may reasonably require to defend, settle or oppose any such action, suit or proceeding. In the event any such infringement action, suit or proceeding is brought or threatened, eni may, at its sole option and expense: (i) procure for Company the right to continue use of the eni Intellectual Property; (ii) modify, amend or replace the same, provided the replacement has substantially similar functionality and performance; or (iii) if neither of the foregoing is commercially practicable as

determined by eni in its sole discretion, eni shall remove the infringing eni Intellectual Property from the Services and equitably adjust the recurring fees to reflect such removal.

- h. Requirements. The warranty and indemnification set forth above is made to and for the benefit of Company only and shall apply only if (i) the eni Intellectual Property has been used at all times in accordance with this Agreement and any associated documentation; (ii) no modification, alteration or addition has been made to the eni Intellectual Property by persons other than eni; and (iii) any defect in or malfunction of the eni Intellectual Property has not been caused by Company, Company's employees or independent contractors, Eligible Individuals, any person not under the control of eni, or Company's equipment or software, including, without limitation, third party software or equipment; and (iv) Company is current with any and all fees due under this Agreement.
- i. Disclaimer. Company acknowledges that no employee, representative, agent, or affiliate of eni has authority to bind eni to any oral representations or warranty concerning the Services, the eni Intellectual Property, or any other product or service provided to Company hereunder. Any written representation or warranty not expressly contained in this Agreement is expressly disclaimed and is not enforceable. Except as set forth in this Section 5, eni makes no warranties, whether express, implied, or statutory regarding or relating to the Services, the eni Intellectual Property, or any other materials or services provided to Company hereunder. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ENI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, THE ENI INTELLECTUAL PROPERTY, OR ANY OTHER MATERIALS PROVIDED BY ENI WILL BE ERROR-FREE, PERFORM IN AN UNINTERRUPTED MANNER, OR THAT ENI WILL CORRECT ALL ERRORS.

6. Definitions:

- a. "Contract Year" shall mean each recurring twelve month period starting on the month and day of the start date set forth in Section 2 above.
- b. "Eligible Dependent(s)" shall mean (i) domestic partners of Eligible Members, (ii) each Eligible Member's spouse and (iii) each Eligible Member's dependent children from birth to age 26 and/or unmarried children, residing with parent, regardless of age, who are mentally or physically incapable of earning their own living.
- c. "Eligible Member(s)" shall mean all benefit eligible employees of Company, both full and part-time, residing in the United States. Benefit eligible employees of Company shall become eligible to participate in the Services and deemed "Eligible Members" for purposes of this Agreement beginning with the first day of the month following the benefit eligible employee's date of hire. Upon termination of employment, he or she will cease being deemed an "Eligible Member" for purposes of this Agreement when any Services being provided to the Eligible Member and/or



Eligible Dependents of such Eligible Member have concluded, as more fully described in Section 3.b. above.

- d. "Intellectual Property" shall mean any and all concepts, ideas, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, artwork, software (including programs, program listings and programming tools), web sites (including graphic designs, site map and architecture, and calculation, projection and modeling routines), improvements, manuals, reports, drawings and other intellectual property.
 - e. "Intellectual Property Rights" shall mean any and all intellectual property rights including, but not limited to, patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.
 - f. "member" as may be used herein and in Exhibit A hereto shall mean Eligible Members and Eligible Dependents.
 - g. "Services" shall mean the services described in Section 1 above and as more fully described on Exhibit A (Summary of Services and Processes) attached hereto.
7. **Fees:** Fees for the Services are set forth in Exhibit B (Fees) attached hereto. All applicable Monthly Fees set forth on Exhibit B shall be owed in full for each month or partial month in which Services are available and will not be pro-rated if Services begin mid-month.
8. **Payment Terms:** NET 30 Days unless otherwise provided in Exhibit B (Fees) attached hereto.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers or agents as set forth below.

(Signature of Company Representative) (Title) (Date)

(Signature of eni Representative) CEO
(Title) (Date)



Exhibit A

Summary of Services and Processes: Bree Health Services

Virtual Behavioral Health Coaching – All eligible members have access to up to 3 Sessions of virtual behavioral health coaching, life coaching, and wellness coaching per issue per year through our global network of providers.

Prepaid Behavioral Health Counseling – Short term Employee Assistance Program (EAP) counseling is available through our global network of behavioral health providers. The benefit is short term in nature - up to 3 Sessions of counseling per issue per year are included. The benefit is prepaid for up to 3 Sessions of counseling per issue per year.

24/7/365 Access – 24/7/365 access via a dedicated, confidential 800-number, an integrated web, and mobile platform, and a text messaging service, allowing members to seek assistance whenever and however it is most convenient for them.

Language Translation – eni partners with a telephonic language interpretation service to provide translation services for members whose primary language is not English. International sessions are telephonic and available for eligible employees and their immediate family members.

Virtual Mental Health Tools and Resources - An ever-expanding library of Personal, Self-Guided Mental Health tools and resources, such as clinical and wellbeing assessments and courses. AI supported custom Pathway recommendations are based on the user's actual life events. Personalized support is provided for the entire spectrum of life's challenges.

Critical Incident Stress Debriefing (CISD) – A CISD specialist may be requested for onsite clinical services in the event of a stressful workplace incident. Assistance can be available within 24 hours of the incident. Requests for additional CISDs will be billed a rate of \$375 per hour, with a 6-hour cancellation requirement or the full service fee will be invoiced to the Company.

SAP Program: eni's SAP Program involves evaluation by a Substance Abuse Professional who will evaluate an employee and make recommendations concerning education, treatment, follow-up testing, and/or aftercare, as applicable. If and when necessary, the evaluation can be done by a DOT qualified SAP. The SAP evaluations will be conducted in accordance with all applicable laws and the SAP will provide reports and disclosures required by applicable law (and only such reports and disclosures required by applicable law), including reporting directly to the DOT or other applicable parties as and when required. The Company is responsible for all employment-related decisions associated with the SAP evaluation. Neither the SAP nor eni will be responsible for making any employment related decisions and it will be the sole duty of the Company, not the SAP or eni, to determine whether or not to put an employee back to work. The fee for the SAP Program is \$1,000 per evaluation. These additional fees do not include any fees associated with applicable testing and the Company and employee retain the responsibility for coordinating any and all testing facility payments.



Mediation Services – A mediation specialist will assist parties involved in complex and or emotional disputes onsite at the workplace. Mediators do not make decisions for the parties or give them advice on how to resolve the situation, rather the mediator assists and empowers the parties to communicate and or negotiate together. Sessions are conducted onsite by a trained mediator. Request(s) will be billed at a rate of \$375/hour.

Organizational Training: Our training department offers in-person and WebEx trainings on a variety of workplace issues. Request(s) for training may be selected from eni's training and education catalogue and such requests will be billed at a rate of \$ 375 per hour. Specific trainings can be created and customized at your request for an additional cost. All in-person event requests may be subject to the additional fees to cover travel costs. Travel costs are variable and based on multiple factors including travel time, mileage, and travel accommodations, such as hotel or flight accommodations, and may apply for sessions more than 50 miles outside of areas where eni has a dedicated office location, or appropriate training professional.

Supervisory Training – Unlimited training programs for supervisors is available via WebEx. All in-person event requests may be subject to the additional fees to cover travel costs. Travel costs are variable and based on multiple factors including travel time, mileage, and travel accommodations, such as hotel or flight accommodations, and may apply for sessions more than 50 miles outside of areas where eni has a dedicated office location, or appropriate training professional.

This training explains:

- The mechanics of the program
- How to discuss the benefit with your employee
- How to recognize inappropriate behavior
- How to appropriately connect/access support services
- How to use the benefit to improve performance
- How to motivate employees to use the benefit

Employee Orientation – Unlimited via WebEx. All in-person event requests may be subject to the additional fees to cover travel costs. Travel costs are variable and based on multiple factors including travel time, mileage, and travel accommodations, such as hotel or flight accommodations, and may apply for sessions more than 50 miles outside of areas where eni has a dedicated office location, or appropriate training professional.

Utilization Reports - Service Reports regarding utilization of the services will be provided annually if the Company has 250 or less employees, semi-annually if the Company has between 251 and 500 employees, or quarterly if the Company has more than 500 employees.

Promotional Materials: Company will receive posters and Member Guides via on-line PDF. Company will receive a PDF monthly newsletter on various behavioral health and work-life related topics. Additional promotional materials are available upon request in PDF format. If printed materials are requested, instead of or in addition to PDF copies, there will be an associated additional charge of:

- Brochures/Member Guides \$1.25 each
- Posters \$4.00 each



Exhibit A

Summary of Services and Processes: Additional Work/Life Services

Virtual Concierge – 24/7 toll free access to personal assistants that are work/life experts that act as a virtual concierge to complete personal tasks and projects, compile research, and provide referrals at a member's request.

Legal Consultation and Referral – Through eni's work/life service, members can access a legal consultant who conducts an intake and confirms appropriateness and availability of a lawyer. Members can obtain consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or for business issues. An annual thirty (30) minute consultation is included at no cost and a 25% discount may be available on additional hourly legal fees.

Financial Consultation and Referral – Members requiring financial assistance will be connected to a qualified financial counselor and/or educator who can assist with financial issues. A ninety (90) minute initial consultation is included at no cost. If additional assistance is required, members have the opportunity to meet with a Certified Financial Planner at a discounted rate.

eLearning - Leadership and employees can access a wide range of interactive courses 24/7 via the Bree Health web portal or mobile app. The course categories cover essential topics such as workplace safety, harassment, compliance and legal, and customer service. Courses are regularly updated to reflect the latest legislative and industry changes.

Summary of Services and Processes: Health Advocacy

Health Advocacy Services – Members have 24/7/365 access to Health Advocacy Care Guides who will provide education on and support with healthcare plans.

Healthcare Navigation – Health Advocacy Care Guides can provide answers to questions, explain the full scope of their healthcare benefits, locate prescription drug costs, and offer coverage verification.

- Employees and family members may request health insurance clarification and ID Card Replacement.

Healthcare Provider Search – Health Advocacy Care Guides can help locate in-network providers and identify costs for out-of-network providers and procedures.

Healthcare Billing and Claims Assistance – Employees and family members may contact eni to request assistance with bills, claims, and appeals.



Exhibit B **Fees**

Monthly Fee(s): \$5.00 per Eligible Member per month (PEPM)

Invoices for the Services will be generated by eni and sent to Company annually immediately upon eni's receipt of the information from Company setting forth all Eligible Members. Additional fees may be due for certain Services as set forth on Exhibit A.



Terms and Conditions

The following terms and conditions (the "Terms and Conditions") are incorporated into the eni Service Agreement between eni and the Company:

1. **General.** All terms not defined in these Terms and Conditions shall have the meanings ascribed to them in the eni Service Agreement. To the extent the terms of the eni Service Agreement and the terms of these Terms and Conditions conflict in any way, the terms of the eni Service Agreement shall prevail.
2. **Term and Termination.**
 - a. **Term.** The Services to be provided under this Agreement will commence on start date set forth in the eni Service Agreement and will remain in effect until the end of the contract term set forth in the eni Service Agreement, if any, or until either party terminates this agreement as set forth in Section 2.b. of these Terms and Conditions.
 - b. **Termination.** This Agreement may be terminated (i) by either party upon provision of sixty (60) days written notice to the other party; (ii) by either party upon a breach by the other party of the terms and conditions of this Agreement, which breach has not been cured within thirty (30) days after the breaching party has been provided with notice of its breach by the non-breaching party; or (iii) by eni, immediately upon written notice to the Company, if the Company fails to pay eni any amounts due and owing to eni under the Agreement when due.
 - c. **Effect of Termination.** Except as set forth below, upon termination of this Agreement, (i) eni shall have no further obligation to provide Services; (ii) the Company will pay eni for all Services rendered and expenses incurred by eni prior to the effective date of such termination; and (iii) the terms of Sections 1, 2.c., 3, 5, 7, 9, 11, 12, 13, 14, 15, 16 and 17 of these Terms and Conditions shall survive termination of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Company fails to pay eni any amounts due and owing to eni and eni terminates the Agreement pursuant to Section 2.b(iii) of these Terms and Conditions, (1) such termination shall be effective as of the date through which the Company has paid for Services, despite the fact that notice of termination may have been sent after the effective date of termination and (2) the Company shall reimburse eni for all Services performed by eni, including any Services performed after the effective date of such termination.
3. **Force Majeure.** Neither party will be liable for any delays or failures to perform due to causes beyond such party's control.
4. **Fee Adjustments.** Any recurring fees for Services may be adjusted by eni giving at least thirty (30) days written notice to the Company prior to the first day of each Contract Year. In the event that the Company desires not to agree to pay the new applicable fee(s), (a) the Company shall provide eni with written notice that it desires to terminate the Agreement, effective sixty (60) days following the notice of termination, and (b) the Company shall pay eni any recurring fee(s) for Services during said sixty (60)

days at the prior agreed upon rates. In the event the Company does not terminate this Agreement as provided for in the preceding sentence, then the new applicable fee(s) shall be in effect at start of the upcoming Contract Year.

5. Confidentiality. Both parties agree to keep confidential and not to use or disclose to others, either during the term of this Agreement, or any time thereafter, except as expressly consented to in writing by the other party or as required by law, any confidential or proprietary information, including, but not limited to, eligible client/member information, medical information, customer lists, or any other information ascertained through their association, the use or disclosure of which might reasonably be construed to be contrary to the other's best interest. Both parties further agree that, should this Agreement terminate, neither party will take nor retain, without prior written authorization of the other, any papers, lists, policies, eligible client/member records, files or other documents or copies thereof. Without limiting other possible remedies for the breach of the covenant, both parties agree that injunctive or other equitable relief shall be available to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise.
6. Compliance with Laws. In the performance of their respective obligations hereunder and in all matters pertaining to business activities, the parties hereby represent to one another that they have and will continue to comply with all applicable laws, rules and/or regulations, whether derived under federal, state, or municipal law, which govern or are applicable to their respective activities.
7. Disclaimer. eni makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder
8. Indemnification.
 - a. eni hereby agrees to indemnify, protect and hold Company (and its officers, directors, employees, agents, representatives and affiliates) harmless from and against any and all liability, losses, injuries, damages, claims, demands, suits, cost and expenses (including reasonable attorney's fees) to the extent they relate to or arise out of the negligent performance by eni of the Services contemplated by this Agreement or a breach of this Agreement by eni, to the limit of eni's liability insurance coverage. At Company's request, eni will, at its own cost and expense, cause to be delivered to Company a policy of insurance covering such liability and will continue such insurance in force during the term of this Agreement.
 - b. Company hereby agrees to indemnify, protect and hold eni (and its officers, directors, employees, agents, representatives and affiliates) harmless from and against any and all liability, losses, injuries, damages, claims, demands, suits, cost and expenses (including reasonable attorney's fees) to the extent they relate to or arise out of a breach of this Agreement by Company.
9. Limitations on Liability. eni's liability to the Company, if any, will in no event exceed the amount of fees paid by the Company pursuant to this Agreement. In addition, in no event will eni be liable for any indirect, incidental, special, consequential or punitive damages based upon breach of contract,

negligence or any other legal theory, even if eni was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits or loss of savings or revenue.

10. **Audit.** The Company shall allow eni and/or its' representatives access to its records upon reasonable notice by eni to the Company of its desire to verify the accuracy of the information provided by Company to eni regarding the number of applicable persons using the Services and/or to otherwise verify the amount of fees due and owing to eni for the Services.
11. **Entire Agreement.** This Agreement contains the entire agreement among the parties with respect to the Services and supersedes all prior agreements, written or oral, with respect thereto other than any confidentiality agreements between the parties.
12. **Succession and Assignment.** Neither party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party; provided, however, that eni may assign any portion of this Agreement to one or more of its affiliates or to any party acquiring the assets or business of eni by sale, merger, or otherwise without the consent of the Company. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
13. **Amendments/Waiver.** This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege under this Agreement, nor any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach thereof.
14. **Severability.** If any term of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.
15. **Notices.** Any notice, communication or request required or permitted to be given, made or accepted by either party to the other under this Agreement shall be in writing and given (a) by personal delivery; (b) by certified or registered United States mail or (c) by a nationally recognized overnight courier. Any notices to be sent to eni shall be sent to the following address: 1040 Vestal Parkway East, Vestal, NY 13850, and any notices to be sent to the Company shall be sent to the address reflected on the eni Service Agreement, or, in both cases, to such other address of which any party may so notify the other party in the manner set forth herein. Notice by personal delivery shall be effective upon delivery. Notice deposited in the mail in the manner herein described shall be effective 72 hours after such deposit. Notice deposited with overnight courier shall be effective 24 hours after such deposit.

16. Governing Law and Venue. The Agreement shall be governed by and be construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. Any and all disputes, controversies, actions or suits arising out of or relating to this Agreement or the interpretation, performance, breach, validity or enforcement thereof shall have their exclusive venue and jurisdiction in a state or federal court of competent jurisdiction located in Broome County, New York. The parties hereby irrevocably submit to the jurisdiction of such courts.

17. ERISA Statements

Company Acknowledgements

- a. If the services provided by eni under this Agreement meet the definition of an “employee welfare benefit plan” as such term is defined in Section 102(1) of the Employee Retirement Income Security Act of 1974, as amended (29 U.S. Code § 1002(1)), the Company acknowledges and agrees that it is solely responsible to discharge all of the duties and responsibilities imposed by ERISA on the plan sponsor and plan administrator of such a plan.

The Company further acknowledges that these ERISA duties and responsibilities include, but are not limited to, the reporting and disclosure requirements of Title I of ERISA which require the Company, among other things, to take the following actions: (a) prepare and maintain a plan document that complies with the requirements of ERISA; (b) prepare and distribute a summary plan description (SPD), updated as necessary with a summary of material modifications (SMM); (c) disclose the plan document, SPD and SMM upon request of the United States Department of Labor (“DOL”); and (d) file a form 5500 annual report with the DOL and distribute a summary annual report (SAR), unless an exemption applies.

The Company further acknowledges that ERISA also mandates standards of conduct, responsibility, and obligation for fiduciaries of employee welfare benefit plans and provides appropriate remedies, sanctions, and access to the federal courts when these responsibilities have been breached.

- b. If the services provided by eni under this Agreement both meet the definition of an “employee welfare benefit plan” and include “medical care” as defined in Section 231 of the Internal Revenue Code of 1986, as amended (the “Code”) (26 U.S. Code § 213), the Company acknowledges and agrees that continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (Section 607(1) of ERISA, 29 U.S. Code § 1167(1)), commonly referred to as “COBRA continuation rights” must be offered to users of the services hereunder. The Company acknowledges and agrees that it is solely responsible for complying with the requirements of COBRA continuation coverage (Part 6 of ERISA, Sections 601-609, 29 U.S. Code §§ 1161-1169).
- c. If the services provided by eni under this Agreement both meet (i) the definition of an “employee welfare benefit plan” and (ii) a “group health plan” under Section 733 of ERISA (29 U.S. Code § 1191), but do not meet the definition of an “excepted benefit” under Section 9832 of the Code (26 U.S. Code § 9832), the Company acknowledges and agrees that the services provided under this Agreement are subject to a range of portability, renewability, nondiscrimination, and other requirements under Part 7 of ERISA (ERISA Sections 701-734, 29 U.S. Code §§ 1181-1191) and



that the Company is solely responsible for complying with these requirements. Upon the Company's written request, eni will certify to Company not more than annually whether or not eni's contracts with its providers relating to the services provided by eni to Company under this Agreement comply with ERISA Section 724, 29 U.S. Code §1185m. Company acknowledges and agrees that Company is solely responsible for complying with the attestation requirements of ERISA Section 724, 29 U.S. Code §1185m and that in no event will eni make any such attestation on behalf of Company. Company further acknowledges and agrees that Company will rely on eni's certification under this subsection (c) in making its attestation pursuant to ERISA Section 724, 29 U.S. Code §1185m.

18. Miscellaneous. eni shall at all times be deemed an independent contractor of Company and nothing in this Agreement is intended, nor shall be construed, to create a joint venture or partnership between the parties hereto or an employer/employee relationship between eni employees and Company. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require. The term "person" as used herein means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof). This Agreement may be executed in two or more counterparts, including an electronic copy delivered by email, each of which shall be deemed an original but all of which together shall constitute one and the same document. The headings in the Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.



HIPAA Business Associate Agreement

Employee Network, Inc.

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective (the "Effective Date"), by and between **Employee Network, Inc.** ("Business Associate") with an address of 1040 Vestal Parkway East, Vestal, New York 13850, and **Warrenton Police Department**, with an address of 113 South Bragg Street, 3rd Floor, Warrenton, NC 27589 (individually and collectively, the "Covered Entity"). This Agreement supplements and is made a part of the Agreement (defined below), and is effective as of the effective date of the Agreement (the "Effective Date"):

WITNESSETH:

WHEREAS, Covered Entity is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the Parties have entered into an agreement for the provision of an employee assistance program, whereby Business Associate will provide certain services to Covered Entity's employees, and, pursuant to such agreement, Business Associate may be considered a "business associate" of Covered Entity as this term is defined in the HIPAA Privacy and Security Standards; and

WHEREAS, Business Associate may require access to Protected Health Information (as defined below) to fulfill its responsibilities under such arrangement;

NOW THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy and Security Standards, HITECH and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Business Associate Agreement in order to address the requirements of the HIPAA Privacy and Security Standards and HITECH and to protect the **interests of both Parties**.

1. Definitions.

- a. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 150.103, and in reference to the party to this agreement, shall mean **Employee Network, Inc.**
- b. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Warrenton Police Department**.
- c. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- d. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Electronic Protected Health Information ("EPHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the ENI Service Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by the ENI Service Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the ENI Service Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI or EPHI by Business Associate in violation of the requirements of the ENI Service Agreement, this Agreement or of applicable law.
- e. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI or EPHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, in accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.
- f. Business Associate agrees to make available PHI in a designated record set to the Covered Entity or Covered Entity's designee as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524;
- g. Business Associate agrees to make any amendment(s) to PHI or EPHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526;
- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or Covered Entity's designee as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528;
- i. Business Associate agrees, to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to comply with the

requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

- j. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited in this Agreement, Business Associate may only use or disclose PHI for the following purposes:
 - I. To perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the ENI Service Agreement, provided such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
 - II. For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - III. For the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - IV. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - V. to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
 - VI. To de-identify the information in accordance with 45 CFR § 164.514(a)-(c) and may use or disclose such de-identified information for any lawful purpose, provided that no data is identifiable by the Covered Entity.
- b. Business Associate may use or disclose PHI as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary standard set forth in 45 CFR § 164.502(b) and 45 CFR § 164.514(d). Such minimum necessary uses and disclosures include, but are not limited to:

All PHI related to the completion of clinical intake, assessment of appropriate level of care and or direct delivery of specified contracted services, in addition but not limited to Health Risk



Assessments (HRA), bio-screenings and claims are protected.

Eligibility and enrollment related to the implementation of the contracted services initial disclosed PHI data is standard at the front end of the contract to facilitate delivery of services.

Use of disclosed PHI including but not limited to these business practices:

- Claim processing or administration of
- Data analysis, processing or administrative
- Utilization review
- Quality assurance
- Billing, accounting
- Benefit management
- Software and tech support

For routine or recurring request and disclosures access to information is assigned to only personnel directly involved in the delivery and service of the contract.

All non-routine disclosures and request will be reviewed on an individual basis and in accordance with related Business Associate policies and procedures.

- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- e. Business Associate may use PHI for the proper management and administration of the business associate or to carry out the legal responsibilities of the Business Associate.
- f. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- g. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Provisions of Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect business associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or it required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Permissible Requests by Covered Entity.**

- a. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. **Term and Termination.**

- a. **Term.** The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provides of this Section, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- c. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity (or, if agreed to by Covered Entity, destroy) all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.
- d. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - I. retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
 - II. return to Covered Entity the remaining PHI that the Business Associate still maintains in any form;

- III. continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- IV. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Sections 3(e) and 3(f) above which applied prior to termination; and
- V. return to Covered Entity PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7. **Miscellaneous.**

- a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- e. **Conflict of provisions.** In the event of any conflict between any provision of the ENI Service Agreement and a provision of this Agreement, the provision contained in this Agreement shall prevail. In all other respects, the terms and conditions of the ENI Agreement remain unchanged by this Agreement.
- f. **No third-party beneficiaries.** This Agreement is entered into for the benefit of the Plans and the parties hereto, and to other employers participating in any of the Plans. This Agreement shall not be interpreted as being for the benefit of any other person.
- g. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to its principles of conflicts of laws.
- h. **Notices.** To be effective, all notices and other communications under this Agreement shall be in writing and sent to the intended recipient by personal delivery or by registered or certified mail, return receipt requested, at his, her or its address first set forth above. Each party may change



his, her or its address for receipt of notice by giving notice of such change to each of the other parties pursuant to this paragraph. Notice will be deemed given immediately upon personal delivery, or three business days following the date on which such notice is mailed in accordance with this paragraph.

- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties may execute this Agreement by signing any such counterpart. A facsimile copy of this Agreement showing the signatures of each of the parties, or, when taken together, multiple facsimile copies of this Agreement showing the signatures of each of the parties, respectively, where such signatures do not appear on the same copy, will constitute an original copy of this Agreement requiring no further execution.
- j. **Waiver.** No party may waive any rights, any obligation of any other party or any provision of this Agreement except by a written instrument signed by the waiving party. A party's waiver of any failure or refusal of any other party to comply with this Agreement shall not be deemed a waiver of any other or subsequent failure or refusal to so comply. The failure or delay of any party to enforce any right or obligation or any provision of this Agreement in a particular instance shall not constitute a waiver of the same in that or any other instance.
- k. **Integration.** This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior written and oral understandings, agreements and dealings of the parties with respect to the same.
- l. **Severability.** If any provision of this Agreement or the application of any such provision is held invalid by a court or other dispute resolution forum of competent jurisdiction, then the remainder of this Agreement and the application of such provision other than to the extent that it is held invalid, will not be invalidated or affected thereby.
- m. **Headings.** All headings used in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

BUSINESS ASSOCIATE:
Employee Network, Inc.

COVERED ENTITY:
Warrenton Police Department

By: _____
Name: Gene Raymondi
Title: CEO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LEASE AGREEMENT

This agreement made and entered into this the Nov 1 of _____, 2025
BY and Between the Town of Warrenton (Town) and James C. Harris, Jr. (Harris).

WITNESSETH, That the Town has found it necessary to establish a contract for land on which to place yard waste, leaves, and storm debris, and Harris has property available for such purpose.

The Town and Harris therefore agree:

1. Term shall be binding on all parties for a term of 120 months starting November 1, 2025 and ending October 31, 2035.
2. Compensation: One thousand four hundred (\$1,400) dollars per annum for the first year with a 5% increase for each subsequent year, due the first of November each anniversary period.
 - a. November 1, 2025 \$1,400
 - b. November 1, 2026 \$1,470
 - c. November 1, 2027 \$1,544
 - d. November 1, 2028 \$1,621
 - e. November 1, 2029 \$1,702
 - f. November 1, 2030 \$1,787
 - g. November 1, 2031 \$1,876
 - h. November 1, 2032 \$1,970
 - i. November 1, 2033 \$2,068
 - j. November 1, 2034 \$2,172
3. Description: 2.054 acres as shown on survey by Harry M. Williams, III RLS along with Right of Way on Whaley Lane and Whaley Lane Extension and identified as parcel proposed lease on survey dated February 5, 2015.
4. Town shall be responsible for maintenance of the site and entrance road.
5. Lease subject to renewal at the end of lease at a rate to be negotiated.
6. In the event that the lease is not renewed, property to be returned in as good or better condition as when lease was signed.

Town of Warrenton
By:

James C. Harris, Jr.
By:

Walter M. Gardner

James C. Harris, Jr.

REPRESENTATION AGREEMENT

The terms of this Agreement, by and between the Town of Warrenton, hereinafter referred to as "Client," and Teague, Campbell, Dennis & Gorham, L.L.P., hereinafter referred to as "Law Firm," are set forth as follows:

1. The Client hereby retains and employs the Law Firm for general representation related to the investigation and analysis of insurance coverage for the Client and other related matters about which the Client may need to seek the advice and counsel of the Law Firm.

2. The fee for this representation will be based upon time spent by attorneys and staff of the Law Firm on the above-described matters. The Client agrees to pay the Law Firm for services to be rendered pursuant to this agreement, at the Law Firm's hourly rate for the actual time spent in this representation. The Law Firm's hourly rate for attorney services to the Client is \$350 per hour for associates and \$450 for partners. The hourly rate for paralegal services to the Client will be \$175.00. Additionally, the Client agrees to pay costs and expenses, if any, paid or incurred by the Law Firm for the Client in connection with this representation. The Law Firm will render statements at monthly intervals in increments of one tenth (1/10) of an hour for time expended providing services to the Client, which statements shall be due and payable upon receipt.

Based on the information received to date, the Law Firm anticipates the initial review of material and communication regarding the same to take approximately 15 hours. The Law Firm agrees to advise the Client, through its attorney, if additional time will be required to complete its review.

3. The Law Firm will represent the Client promptly, efficiently, and zealously according to the highest legal and ethical standards. The Client shall have the right to terminate the services of the Law Firm at any time upon written notice to the Law Firm. The Law Firm shall also have the right to terminate its services at any time if the Law Firm determines that continuing services to the Client would be unethical, impractical, improper or otherwise undesirable. In the event of termination by the Client or the Law Firm, payment for legal services would be due through the termination date.

This the ____ day of November, 2025.

Town of Warrenton

By: _____

TEAGUE, CAMPBELL, DENNIS & GORHAM, L.L.P.

By: _____
William A. Bulfer