

*WARREN COUNTY
BOARD OF COMMISSIONERS*

August 18, 2010

6:00 PM

Board Work Session

*WARREN COUNTY MEMORIAL LIBRARY
COMMUNITY MEETING ROOM
WARRENTON, NORTH CAROLINA*

August 18, 2010
Work Session Agenda

1-Department Head Reports

**2-Proposed Flex Work Schedule for DSS Employees –
Jeff Woodard, DSS Director**

3-Kerr Tar COG Overview – Timmy Baynes, Executive Director

4-Update on Warren County Gang Assessment

**5-Draft Zoning Ordinance & Maps – Citizens Advisory Council
Land-Use & Ken Krulik, Planner/Zoning Administrator**

6-Radio Tower at Recreation Center – Commissioner Davis

7-Wastewater Treatment Plant – County Manager Worth

Item # 1

Department Head Reports

- 1- Science Engineering Mathematics and Aerospace Academy (SEMMAA) - Stan Brothers
- 2- Maintenance / Buildings & Grounds - Charles Ayscue
- 3- Department of Social Services - Jeffrey Woodard

Item # 2

**Proposed Flex Work Schedule for
DSS Employees**

Jeff Woodard, Director

August 18, 2010

Warren County Board of Commissioners
c/o Angelena Kearney-Dunlap, Clerk to the Board
105 Front Street
P.O. Box 619
Warrenton, North Carolina 27589

Re: Request for a Flex Work Schedule for DSS employees

Dear County Commissioners:

Thank you for the opportunity to present the Warren County Social Services Employee Work Schedule which includes the Flex Work Schedule Option. The DSS staff have requested to participate in a flex work schedule program for the past (3) three years. I have assessed the flex plans of neighboring counties including Warren County's flex plan that was discontinued in 2001.

I strongly support flex as a morale booster for our county DSS employees. A flex work option enables our agency to meet the increasing demands of customer service by allowing staff to timely and accurately process customer request; assure that adequate service coverage is present to the public when after-hour intervention is required; and it serves as a convenience to the public by allowing the drop off and pick -up of certain items and/or documents outside of the 8:30 am to 5:00 pm official agency hours.

I have polled our agency staff (60-70 staff) as they are overwhelmingly in support of the flex work option. I also addressed the concept of a flex work schedule at our DSS Board Retreat (April 2010) which included County Commissioner participation. The response was favorable.

I have enclosed for your review our (a) employee work schedule, (b) flex schedule guidelines, and (c) flex schedule work agreement. I look forward to sharing this plan with you and I trust you will favorably support the department's request for flex.

I recognize that not all of our employees may choose to flex due to a variety of reasons. Therefore it is an optional work choice for employees. Again, thank you for your ongoing support to this department and your leadership within the Warren County community.

Sincerely,

Jeffrey Woodard, MSW, Director
Warren County Social Services

Attachments: see enclosed

**Warren County Department of Social Services
Flex Work Schedule Agreement – (Attachment A)**

This agency flex work schedule agreement is entered into between _____ and the DSS director for the purpose of _____
(DSS employee)
meeting the increasing demands of the agency and the provision of timely and accurate services to the public. Additionally this agreement ensures adequate service coverage to the DSS public when after-hour intervention is required.

No flex schedule is a substitute for quality customer service. Therefore I understand that if I am called upon to work on my flex day, I will fulfill this work requirement.

I also acknowledge that I received a copy of the Warren County Department of Social Services Employee Work Schedule Policy.

I indicate my flex work schedule preference by checking below the following:

Flex Work Schedule with Monday off.

Flex Work Schedule with Friday off.

_____: **DSS Department** (please indicate)

We designed the flex work schedule as a morale booster for agency employees. We hope you will find this experience meaningful and productive. Thank you.

(DSS employee)

(date)

(DSS Director)

(date)

CC: DSS employee
DSS personnel file

**Warren County Department of Social Services
Employee Work Schedule Policy**

Purpose: To establish official agency operating hours advertised to the public; to meet the increasing demands of the agency and provide timely and accurate services to the public; to ensure adequate service coverage to the public when after-hour intervention is required; and to enhance the agency's morale by offering a staff work schedule that provides flexible options.

Agency Hours: The official agency hours to which it will be open to the public is Monday through Friday from 8:30 am to 5:00 pm except on designated holidays.

Work Schedules: The agency employees shall have two work schedule options. A tradition work schedule option and a flex work schedule option. Each employee will have the opportunity to decide which work schedule meets the need of their job assignments and the needs of our agency customers served. Their decision to select *traditional* or *flex* must be made in advance of implementation of either option and requires approval of agency director. The work schedule policy for flex can be modified only twice per year – January 1st or July 1st of each year. Below are descriptions for the two options and work schedule criteria necessary to accept flex as a work option.

- I. **Traditional Work Schedule Option:** Employee works Monday through Friday from 8:30 am to 5:00 pm which includes a 1 hour lunch break. The work week is Monday through Sunday for a total of 37.5 hours per week.
- II. **Flex Work Schedule Option:** Employee has every other Monday or Friday off within a two week schedule. The week whereby the employee has the flex day off, he/she works 8.45 hours per day x (4) four work days for a total of 35 hours. The week whereby the employee has no flex day off he/she works 8.0 hours per day x (5) five days for a total of 40 hours per. The two week combined average is 37.5 hours per week. Employees who flex will receive a forty-five minute lunch.

Below is an example of how the flex work schedule would work for the department:

	Week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Lunch	Hrs.
Mon. Flex	1 st wk.	Off	8-5:30	8-5:30	8-5:30	8-5:30	Off	Off	.45	35
	2 nd wk.	8-4:45	8-4:45	8-4:45	8-4:45	8-4:45	Off	Off	.45	40
Fri. Flex	1 st wk.	8-4:45	8-4:45	8-4:45	8-4:45	8-4:45	Off	Off	.45	40
	2 nd wk.	8-5:30	8-5:30	8-5:30	8-5:30	Off	Off	Off	.45	35

For those employees who chose flex, the director will assure that at least 50% of employees select Friday as their flex day and 50% select Monday as their flex day- thus the agency customers are serviced (5) five days per week regardless of the traditional option or the flex option selection.

III. Flex Work Schedule Guidelines:

- a. The flex work schedule is a "privilege" for DSS employees, not a "right".
- b. New employees must be employed with the agency for (6) six months before they are permitted to participate in the flex work schedule.
- c. Failure to adhere to the assigned flex work schedule and participatory rules will result in the re-evaluation of work schedule and/or the employee's termination from the flex work schedule.
- d. DSS management has the authority to change an employee's flex work schedule anytime within the (6) month enrollment period and/or if a flex day conflicts with service delivery to a customer.
- e. If an employee is required to work on his/her flex day, he/she must flex on the following business day.
- f. If a holiday or the employee's birthday falls on a flex day, he/she must flex on the following business day.
- g. The flex work schedule is not an option for employees who have negative leave time and/or employees who are habitually late in work attendance.
- h. The flex work schedule will be evaluated by DSS director and a report on its progress will be submitted to the Board of Commissioners on a (6) six month basis or until no further evaluation is needed.
- i. Employees and the DSS Director (and/or his designee) will sign a flex schedule agreement indicating the parties agree to follow the agency flex plan (see attachment –A).

Information

For

DSS

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Report

Community Care of North Carolina (CCNC) for Uninsured Parents (UP) Warren County Health Access Plus

Fast Facts

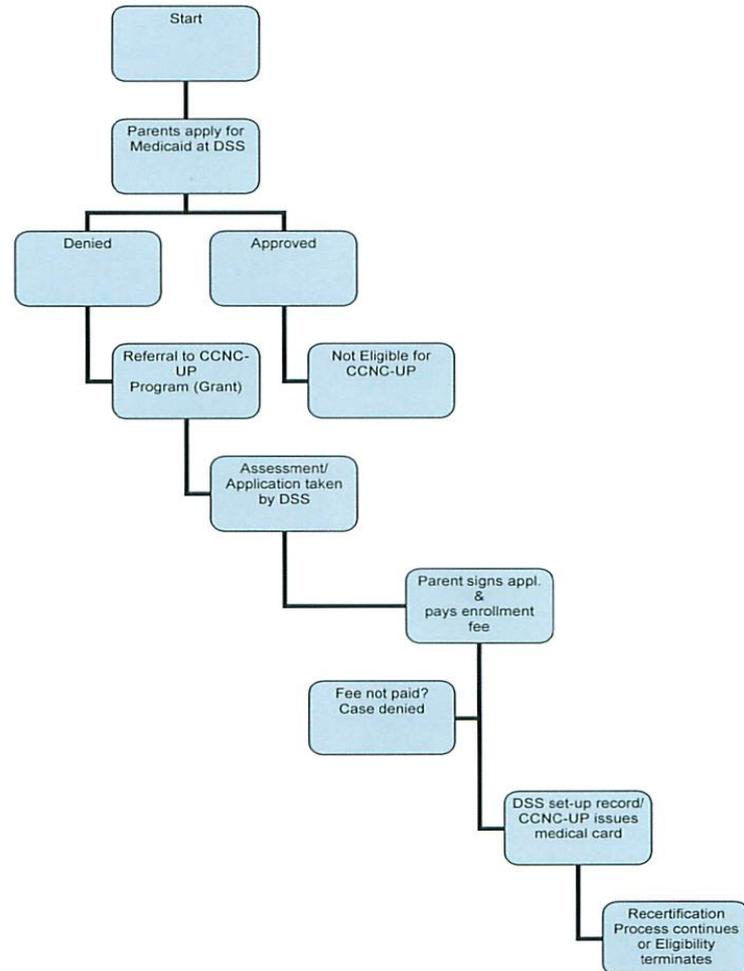


- The North Carolina Office of Rural Health and Community Care & the Division of Medical Assistance applied for a federal grant to service the parent(s) of North Carolina Health Choice families. NC Health Choice provides health care insurance coverage for children when their parents are ineligible for regular Medicaid coverage. The CCNC-UP program will provide grant funded coverage to those uninsured parents making the total family unit insured (through a combination of separate Medicaid and non-Medicaid funds).
- The CCNC-UP grant is for 17 million dollars over a 5-year duration. The state will be awarded 1.2 million dollars in year one, 4 million dollars each in years 2-5. North Carolina is expected to contribute a 20% match – however match is waived for years 1 and 2.
- North Carolina chose to pilot the grant in 3 counties. Warren, Green, and Pitt counties. Selections were based on poverty rates, health care demographics, and county size/ economic development as a means of acquiring a cross-section of NC. In **Warren County**, the program will be called **Health Access Plus**
- The DSS in the selected counties will partner with the hospital networks, NC State Government, and the grantor in each of the three counties. The local DSS role is to determine participant's eligibility.
- Program Objective: (1) provide low-income parents access to health care coverage with a focus on primary care, prevention, and disease management, (2) to test administrative verification process to help reduce procedural barriers and increase coverage for families (National Health Care goes into effect year 2014), (3) increase coverage of children by requiring enrollment of children as a condition of CCNC-UP, and (4) Help NC prepare for Nation Health Care Reform - 2014.

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- Program benefits include: (1) \$20 annual enrollment fee payable to DSS with plan for reinvestment of fees back into DSS, (2) \$25,000 annual benefit maximum, (3) free annual physical and recommended preventative services, (4) primary care visits, (5) specialty care visits, (6) behavioral care visits, (7) \$10,000 hospital facility benefits, (8) remedial care visits, (9) \$2,000 home health care benefits, (10) diabetic testing supplies, and (11) coverage for durable medical equipment.
- This program will complement the federal government's National Health Care Reform effective 2014. Data from CCNC-UP will fold into health care reform.

CCNC-UP Flow Chart



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REPORT TO COUNTY COMMISSIONERS

1ST FISCAL QUARTER, FY 2010-2011

LEADERSHIP DURING STORMY ECONOMIC TIMES...

INSIDE THIS ISSUE:

<i>Leadership during Stormy Economic Times</i>	1
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<i>Long Live the Queen</i>	5

Items of Interest:

- Someone You Need To Know
- 9 Ground Rules for Effective Groups
- DSS Budget: "Hold the ship steady—Captain"
- 5 Things to Remember during the job interview
- Haliwa-Saponi Indian Tribe
- UNC Student Intern



Washington captured 900 prisoners during this affair which lasted approximately 45 minutes. Wow—what an impressive feat!

North Carolinians are seeing some of the most difficult and challenging economic times ever. Families are losing their homes; banks and personal savings are being depleted; the

It was a desperate act at a time when his country needed him the most. George Washington crossed the Delaware River in the dead of the night and energized a tired and depleted colonial army giving the American people cause for celebration. British forces had occupied Boston and New York, forcing American evacuations of those two cities. In fact, the British were coming dangerously close to eliminating the resistance in the north. The American army looked for a way to restore its people's faith in the cause. Against what was deemed years of expert military advice, Washington took a different strategy by waiting until nightfall to implement his attack. But he had to get across the river first. It was cold that night - in fact ice cold. Boats carrying American soldiers barely made it across the treacherous waters. But they did make it— along with 2000 soldiers.

national unemployment rate has doubled for many Americans; and local DSS caseloads are swelling due to the recession. The fact remains that Warren County residents are not immune from this weak economy. However, there is hope! There exists a resiliency known to Warren County citizens that compels them to forge ahead despite the challenges. We are indeed leaders—we are strategic leaders. "Strategic leaders are clear and direct as they face the challenges of their organizations. They think in terms of leverage, i.e., fishing where the big fish are, and partnering to gain the market advantage. Though some leaders are interested in

one sale, strategic leaders would rather create pipelines and strategic alliances that generate thousands or hundreds of thousands of sales" - William S. Frank (Denver Business Journal).

In the words of Warren County's Chairman **Commissioner Barry Richardson**, "times are tuff for everyone. But I believe that we are going to make it. Things will get better!"

Good leaders tend to rise above the fray. They monitor the here-and-now, but they always keep their finger on the pulse of tomorrow. Our Warren County Board of Commissioners and our Board of Social Services continue to lead during stormy economic times with a resiliency that says- "things will get better".

Our county is both hopeful and fortunate for the leadership both of these boards display. Its is there efforts that will propel this county during our stormy economic times.

DSS Board Retreat: In April 2010, the Warren County Department of Social Services held its 1st DSS Board Retreat. The event took place at Bullocksville State Park in Henderson, North Carolina. The retreat focused on strategic planning for the agency including setting the agency agenda for the next year. The Board heard presentations from the DSS attorney Caroline Burnette; technologi-

cal advances in social services delivery systems by Michael Drabek, consultant, Northwoods Systems, Dublin, Ohio; DSS budget presentation; a host of ice-breaker and networking opportunities for management staff, DSS Board, and County Commissioners. The afternoon session consisted of small group exercises aimed at creating service efficiencies and boosting agency morale.

Two priorities emerged from the retreat: (1) the recommendation to implement a flex work schedule, and (2) a request to consider purchasing the Northwoods System— which is a records management/case management system that scans case files onto CD's eliminating the usage of metal file cabinets. Case records can also be electronically sent to different parts of the agency producing

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"Strategic leaders are clear and direct as they face the challenges of their organizations. They think in terms of leverage, i.e., fishing where the big fish are, and partnering to gain the market advantage. Though some leaders are interested in one sale, strategic leaders would rather create pipelines and strategic alliances that generate thousands or hundreds of thousands of sales."

WARREN COUNTY DEPARTMENT OF SOCIAL SERVICES

DSS Board Retreat Con't:

service efficiencies and reducing labor cost. The County Commissioners provided a favorable response to both planning strategies. Additionally, the Social Services Board voted to implement the Retreat as an annual event.

9 Ground Rules for Effective Groups:

1. Test assumptions & inferences.
 2. Share all relevant information.
 3. Use specific examples & agree on important words.
 4. Explain reasoning & intent
 5. Focus on interest, not positions
 6. Combine advocacy & inquiry
 7. Jointly design the approach.
 8. Discuss the undiscussables.
 9. Use a decision-making rule that generates the commitment needed.
- (Roger Schwartz)



2010 DSS Board Retreat at Bullocksville State Park, Henderson, N.C. DSS Board & County Commissioners engaged in social services strategic planning.

DSS SPOTLIGHT

Someone You Need To Know?

Ruby Elam is a child welfare social worker in the foster care and adoptions unit. She has worked for Warren County DSS for over 15 years. Many of her colleagues consider her a local expert knowledgeable of foster care and adoption practices. As her name suggest, Ruby is a jewel and always rises to the occasion in support of Warren County families and best practices in social work. Ms. Elam has developed an expansive network of resources to aid local families and their children. Additionally, she participates as an "on-call social worker" - protecting children from abuse and neglect during weekends and holidays.



\$\$\$ Work First Pay After Performance \$\$\$

In 1996, North Carolina along with other states implemented the Personal Responsibility and Work Opportunity Act signed into law by former President Bill Clinton. This act transformed public assistance from an entitlement program to a program that required participants to work for benefits. In 2009, North Carolina required all of its counties to provide "Work First" benefits contingent upon "working prior to receiving cash money". After the participant demonstrates acceptable work performance, cash assistance is rendered. North Carolina and other states are graded based on each state meeting its participation rate. NC's participation rate is 50% - meaning at least 1/2 of those required to work are gainfully employed and/or participating in

an approved work experience program. Across the nation, many states have seen their welfare rolls decrease as a result of this act. Warren County public assistance rolls steadily decrease from 471 in 1/1997 to 66 in 5/2010. "There has been a paradigm shift" according to Alice Abbott, Work First supervisor. "Participants now receive time-limited benefits and are required to work prior to receiving benefits". Employment numbers have increased for some counties as economic development and job growth attract perspective employers and employees. Experts agree that small businesses drive the economy. The recession still remains challenging for economically depressed counties whereby many business are relocating and/or closing. In Warren County, the Work First program faces an uphill battle given the local economy. Warren County's unemployment rate remains at 11.6% (June 2010).

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DSS SERVICES CONTINUED

DSS partners with Radio Station WARR 1520 AM
 Warren County Department of Social Services and Mr. Ron Michaels of radio station WARR-1520 AM are airing monthly radio segments informing the public of the array of services offered through DSS. Agency staff are interviewed over the airwaves and share public service updates, program descriptions and policies, and criteria for applying for and receiving agency services. "Knowledge is power—and this process aids the public as they access our services", according to **Jeffrey Woodard**, DSS Director. "It is my belief that an informed community is an empowered community—especially when it come to seeking help. WARR-1520 AM serves as a conduit assuring that the listening audience is empowered". WARR has aired DSS crisis programs; foster care, child care subsidy, adoption programs; adult services programs; and most recently the DSS Food and Nutrition program. "It is my intent to showcase all of our programs during to course of this calendar year" - Woodard. Mr. Michaels and the radio station

management are exceptional partners. We encourage the Warren County community to tune into WARR for the most update news and public service announcements including the best inspirational music in town.



DSS staff Connie Salmon, Annie Francis, Lora Edwards & Ron Michaels (WARR-1520 AM).

"Empathy— The act of perceiving , understanding, experiencing, and responding to the emotional state and ideas of another person." - The Social Work Dictionary 5th Edition.

WARREN COUNTY DSS SIMULATION—TANF TOWN, USA

Warren County DSS participated in a simulation exercise entitled TANF Town. TANF stands for *Temporary Assistance for Needy Families*. The objective of this exercise is to acquaint DSS staff with best practices in customer service, problem-solving resolution, and cultural competency. The agency set up simulation stations resembling DSS intake, DSS CPS, DSS Work First, and DSS reception areas. Staff role played several scenarios and then processed the engagement activities with the DSS director.

How does it feel sitting on the other side of the desk? Are you the case worker you want to be when you look in the mirror? Are most staff a paycheck away from applying for the benefits they administer? How do these discussions influence your practice and promote understanding when working with clientele? TANF Town helps staff to employ empathy and respect as they engage our customers through volatile situations. Additionally, staff participated in a discussion on "gossip" and how it can destroy an agency

and the reputation of its members.

A critical issue presented during the simulation process included: "How to deal with stress". DSS secured the services of a christian masseuse to provide free massages to agency staff and to discuss the therapeutic benefits of a massage. The presentation was most stimulating and subsequently had to be extended beyond the designated time-frame due to the strong interest expressed by staff.

A TOUCH OF LIFE THERAPEUTIC MASSAGES & DAY SPA



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WARREN COUNTY DEPARTMENT OF SOCIAL SERVICES

2010-2011 DSS BUDGET & PERSONNEL HIGHLIGHTS

"Hold the ship steady—Captain!" is a phrase encouraging the leader to maintain the course despite treacherous waters. Our 2010-2011 DSS budget was reviewed by the social services board and adopted by the county commissioners. We did our best to maintain the course. However significant reductions in the employee travel line item and agency supply line item occurred. There are several programs whereby travel is required to service Warren County customers. The DSS director encourages staff to utilize county vehicles for travel and has redistributed vehicles based on program usage to meet budget reductions. Supplies (paper, ink, toner, pens, etc.) are critical to the department as our eligibility programs require the printing of applications for service approval and the storage of files for auditing purposes, etc. Likewise, staff are encouraged to recycle and deploy cost-effective measures such as printing on both sides of paper and emailing reports whenever necessary.

Welcome to the DSS Family! **Kristi Mayfield**, Child Support Supervisor (CSE); **Janet Hammock**, CSE Agent; **Patricia Newsome**, CSE Agent, **Krishawn Bynum**, CSE Agent, **Ginger Carter**, IMC-II Work First, and **Sue Reneman**, Office Assistant, CPS. Congratulations to all.

The Warren County job market remains challenging. We are seeing graduate level applicants apply for semi-professional positions. The successful applicant has to prove that they are the best man or woman for the company. Here are **5 Things to Remember during the Job Interview**:

1. **Dress for Success**- Sexy is not the way to go. It implies that you are too risky. Business attire is the better way of getting your foot in the door.
2. **Study the position**- Know the mechanics of the position and moreover why you are applying for it. Be prepared to answer the question: Why should I hire you over the next applicant?
3. **Do not underestimate**- Many internal applicants will "assume" they'll get the job based on their current employment with the company or their existing relationship with the boss. Remember, today's job market is very competitive.
4. **Be a critical thinker**- Employers are looking for applicants who possess analytical skills. Are you a problem-solver versus a problem pusher? Many interview questions include scenarios that are designed to assess such skills.
5. **Communicate Effectively**- 80 to 85% of the interview is salesmanship. Regardless of how extensive your skill set may be, if you can't effectively communicate your worth to the company, you will not be hired.

"Internal applicants often make the mistake of underestimating their relationship with their employer. Do not assume you will get the job because of your current agency status or your relationship with the boss. Today's job market is very competitive and employers of looking for applicants that are high performers."

Meet our new Partner: The Haliwa-Saponi Indian Tribe partners with Warren County Department of Social Services

The National Association of Social Workers once heralded the theme "Help is what we do!" Warren County Department of Social Services prides itself on being an integral partner of the "helping community". There are several profit and non-profit organizations to which DSS is a collaborative partner. One of our valuable partners is the **Haliwa-Saponi Indian Tribe**, Holister, North Carolina. The Tribe provides services to communities as opposed to county boundaries- thus Warren County and Halifax County incorporate the tribe's catchment area. Services rendered include: Educational programs (a tribal school); Health and Human Services; Economic Development; Housing and Community Development; and Tourism. Mr. Woodard (DSS director) met with both former Tribal Administrator Archie Lynch and current Administrator Alfred Richardson to discuss engagement

opportunities for our partnership. The Tribe and DSS will plan quarterly meetings to strategically meet the needs of the community.



Marty Richardson, Vicky Richardson, Earl Evans, Archie Lynch- Administrator, and Valarie West participate in a collaborative information session with Warren County Department of Social Services

Editor/Writer: Jeffrey Woodard

Photographers: Jeffrey Woodard, Jose Henderson & Mary Ann Roberson

Annual Report

Warren County Department of Social Services

307 North Main Street
Warrenton, North Carolina 27589

Phone: 252-257-5000
Fax: 252-257-4656
E-mail: jwoodard@co.warren.nc.us

**DSS Board Meetings: Every 3rd Monday
@ 10:00 am . 307 North Main Street.
Warrenton, North Carolina 27589**

*“The LORD your God is with you, he is mighty to save. He will take great delight in you, he will quiet you with his love, he will rejoice over you with singing.”
Zephaniah 3:17.*

2010-2011 DSS Board Members: Charlene Brown, Chairperson; Janet Hilliard, Vice Chair; Commissioner Jennifer Jordan; Maurine King; and (vacant seat).

UNC Masters of Public Administration & Masters of Social Work lends its best to Warren County

“Two are better than one, because they have a good reward for their labor. For if they fall, the one will lift up his fellow; but woe to him that is alone when he falleth, and hath not another to lift him up” . Ecclesiastes 4:9-10.

DSS has had the pleasure of supervising the educational placement of a phenomenal student— **Ms. Annie M. Francis**. Ms. Francis is a dual degree masters-level student in both the school of public administration and the school of social work. Her field supervisor (Jeffrey Woodard) has exposed her to several aspects of DSS administration including HR, supervision, group work, project management, community collaboration, board meeting participation, etc. She is described as a high achiever and very dedicated to servicing Warren County families. Additionally, Ms. Francis is a member of the Haliwa-Saponi Indian Tribe and has aspirations of becoming a DSS director.

Two are better than one. Her training and educational experiences in both Public Administration and Social Work Administration should provide her with the skill-set to realize her career goals.

We wish you much success Ms. Francis!

Good-bye to Ms. Barbara J. Kinton, DSS Board Chair

The Warren County Social Services Board; its director; and the agency staff expresses its appreciation and love to **Ms. Barbara J. Kinton**, outgoing DSS Board chairperson. Ms. Kinton served on the social services board for two consecutive term limits (6 years). Prior to her appointment on the board, she worked at DSS in our Crisis Program and as a state supervisor in the Child Support Program. Ms. Kinton loves Warren County DSS and always worked hard to advocate for social service causes. “I could go to her for anything, and feel that she would render her full support” - Mr. Woodard. 2009-2010 proved to be economically challenging for DSS yet under Ms. Kinton’s leadership DSS prevailed. Again, thank you for displaying strong leadership, courage, and compassion for our agency and the citizens we serve. You are like royalty to us. *Long Live the Queen!*



MPA Professor Maureen Berner & DSS Intern Annie Francis discuss placement performance at Warren County Social Services



MSW Professor Wanda Reives & DSS Intern Annie Francis discuss career goals and placement performance at Warren County Social Services



Ms. Barbara Kinton, DSS Board Chair & The Warren County Board of Commissioners

Item # 3

Kerr Tar COG

Overview of Programs & Services

Timmy Baynes, Executive Director

Kerr-Tar
Regional Council
Of Governments

Timothy M. Baynes
Executive Director

MEMORANDUM

**Member
Governments**

COUNTIES

Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES

Bunn
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

TO: All Managers/Administrators – Region K
FROM: Timmy Baynes, Executive Director *TB*
SUBJECT: Local Board Meetings
DATE: April 27, 2010

This is a reminder that I would like to participate in an upcoming Council or Commissioners meeting with your local government. I can bring information that would describe the programs and services that are offered at the COG office. Or I could address any other topic that you and your staff are facing in which the COG could provide additional expertise.

Please let me know if you would like for me to attend one of your meetings so I can get it placed on my schedule.

TB:gap

Item # 4

**Update on Warren County Gang
Assessment**

Gang Officer Giddiens

Gang Assessment Report to the Board of Commissioners

August 18, 2010 – 6:00 pm - Library Community Room

- 1. Meets every other Tuesday, 3pm in DSS room # 325**
- 2. Memorandums of Understanding (MOUs) for Participating Agencies and Individuals have been signed by:**

Elliott Hoskins, Gang Specialist-Durham Sheriff's Office

Annie Francis, UNC-Chapel Hill School of Government & Social Work

Melissa Elliott, Gang Specialist – State Prison System, Soul City

**Warren County Health Dept
Board of Commissioners
Norlina Police Department
School System**

**Probation & Parole
Social Services
Sheriff's Office
Clerk of Courts Office**

**Memorial Library
Employment Security
County Manager's Office
Church on the Rock**

- 3. Project Management Team responsibilities**

Linette Crews, Sheriff's Office

Charles Walton, JCPC Chairman

Cessel Rouse, Area Mental Health

Angelena Kearney-Dunlap

- Update & Review Project Timeline

- Monthly Reports to DJJDP

**- Public Relations: newspapers/radio announcements & flyers
for public information**

- Grant Budget & Steering Committee meeting arrangements

4. Project Work Group:

Brian Giddiens, Gang Officer; Alicia Giddiens, School Social worker; Robin Williams, Juvenile Court Councilor; William A. Kearney, Gang Assessment Steering Committee Chairman; Toni Marrow, Probation & Parole & Annie Francis for assistance.

Group is responsible under Steering Committee to collect data for Summary such as:

County demographics

Collecting public surveys by partnering with Jr. ROTC to collect surveys at area grocery stores and other public areas,

Write Summary for presentation to Steering Committee, Board of Commissioners, Warren County Public and NC Office of Juvenile Justice & Delinquency Prevention before the end of September.

5. Focus Group Meetings were held in areas the Sheriff's Office deemed as high incident areas for "gang activity":

July 27th - AFTON - ELBERON FIRE DEPARTMENT

appx 45 people

July 31st - NORLINA FIRE DEPARTMENT

appx 40 people

August 3rd - ARCOLA FIRE DEPARTMENT

appx 60 people " "

August 5th - WARRENTON RURAL FIRE DEPARTMENT

appx 70 people "

6. **Steering Committee has contracted with UNC Chapel Hill for Liaison representation. Ms. Annie Francis who is an intern with the Department of Social Services performs the following duties:**

Analyze Student & Staff Surveys form Warren County Early College, New Tech, Regular High School and Middle School.

Identify local resources to benefit the assessment process

Summarize data collected by Work Group and online surveys

7. **A final “Gang Assessment Summary – Report to the Community” will be held late September to give the public information regarding data collected and obtain ideas for prevention. Steering Committee will use the National Guard Armory for this meeting with the Board’s permission.**

8. **For more information you may visit this web site: “Assessing Your Community’s Gang Problem”**
<http://www.nationalgangcenter.gov/Content/Documents/Assessment-Guide/Assessment-Guide.pdf>

Item # 5

Draft Zoning Ordinance & Maps

**Citizens Advisory Council Land-Use & Ken Krulik,
Planner/Zoning Administrator**

**Hard copies were provided of
Draft Zoning Ordinance & Maps**

Item # 6

**Discuss Proposed
Radio Tower at Recreation Center**

Commissioner Davis

Item # 7

Wastewater Treatment Plant

County Manager Linda T. Worth

MEMORANDUM

TO: Warren County Board of Commissioners
Town of Warrenton Board of Commissioners
Town of Norlina Board of Commissioners

FROM: Linda T. Worth, County Manager *LW*

DATE: August 12, 2010

RE: Regional Wastewater Treatment Plant

As you may be aware, the 30-year Wastewater Treatment System Agreement between Warren County, and the Towns of Warrenton and Norlina is set to expire in September 2010. This agreement along with the Modification of Wastewater Treatment System Agreement dated December 31, 2004 establishes the terms of the agreement between the parties for the operation and maintenance of the Regional Wastewater Treatment Plant.

There is also a Lease Agreement dated September 24, 1981 that leases the Wastewater Treatment Plant buildings, equipment and sewer lines to the Town of Warrenton for a period of 40 years (1/1/1982 – 12/31/2021.) We are not quite certain why the term of the Lease agreement exceeds the 30-year term of the operational agreements.

On August 11, 2010, a meeting to discuss the impending expiration of the operational agreements was attended by the following Warren County, Town of Warrenton and Town of Norlina staff representatives:

Warren County

Linda T. Worth, County Manager
Macon Robertson, Public Utilities Director
Linda Evans, Public Utilities Office Coordinator

Town of Warrenton

John Freeman, Town Administrator
Bill Perkinson, Superintendent of Water & Sewer

Town of Norlina

Blaine Reese, Public Works Director

MEMORANDUM

Page 2

August 12, 2010

Following discussion of this matter, it was the consensus of the staff representatives that additional time is needed to study the current arrangements for the operation and maintenance of the Wastewater Treatment Plant to develop recommendations to the three governing bodies for the future operation of the Plant. Possible recommendations could include: 1) renew and extend the agreements; 2) amend the current agreements to revise or include additional terms; or 3) recommend other options for the future operation and maintenance of the Plant. To allow for additional time to study this matter, we are recommending that the parties to the agreements consider executing a 12-month extension of the current Wastewater Treatment System Agreement and the Modification of Wastewater Treatment System Agreement to September 2011.

We anticipate needing up to six months (possibly less time) to review the current arrangements for the operation and maintenance of the Wastewater Treatment Plant after which time we will make recommendations to all parties concerned on how best to proceed with the future operation and maintenance of the Plant.

The group is also recommending that the parties to the Lease agreement (Warren County and the Town of Warrenton) consider amending the Lease to change the term of the Lease to run concurrently with the Wastewater Treatment System Agreement and the Modification of Wastewater Treatment System Agreement. Should the parties agree to extend the operational agreements an additional 12 months, the Lease would also come up for renewal at the same time as the operational agreements.

This matter is being scheduled for discussion on the Suggested Agenda of the Warren County Board of Commissioners' Work Session to be held on August 18, 2010 starting at 6:00 p.m. It would be very beneficial if there could be representation from the Towns of Warrenton and Norlina to give input on this matter.

Should there be questions in the interim, please feel free to contact me at 252-257-3115 or via email at lworth@co.warren.nc.us

cc: John Freeman
Bill Perkinson
Blaine Reese
Macon Robertson
Linda Evans
Karlene Turrentine

Attachments

ORIGINAL CONTRACT

NORTH CAROLINA

WARREN COUNTY.

WASTEWATER TREATMENT SYSTEM AGREEMENT.

THIS AGREEMENT, made and entered into by and among WARREN COUNTY, hereinafter referred to as the "COUNTY", a body politic and corporate, existing pursuant to the laws of the State of North Carolina; the TOWN OF WARRENTON, hereinafter referred to as "WARRENTON", a municipal corporation organized and existing under the laws of the State of North Carolina; and the TOWN OF NORLINA, hereinafter referred to as "NORLINA", a municipal corporation organized and existing under the laws of the State of North Carolina, both municipalities being situated in Warren County, North Carolina.

W I T N E S S E T H:

THAT WHEREAS, pursuant to a 201 Area Plan for Western Warren County, Warren County is in the process of completing construction of a regional wastewater treatment plant which will complete a project providing sewer services for Western Warren County, Warrenton and Norlina. The total estimated cost of the treatment plant project is 5.79 million dollars, and

WHEREAS, Warren County has financed and will continue to finance the construction cost of the regional wastewater treatment system, including the treatment plant, interceptor lines, a forced main, and other facilities necessary to provide wastewater treatment for Norlina, Warrenton and the area of land now included in the Soul City Sanitary District, with a combination of Federal, State and local funds, and

WHEREAS, Warrenton and Norlina are authorized by Chapter 160A, Article 16, Part 1, of the General Statutes of North Carolina, to acquire, construct, establish, enlarge, improve, maintain, own and operate sewage collection and disposal systems and are permitted to enter into contracts with other units of local government pursuant to Chapter 160A, Article 20, of the General Statutes of North Carolina, to execute such functions, and

WHEREAS, Warren County has similar authorization pursuant to North Carolina General Statutes Section 153A-274(2), 153A-275, and 153A-445, and

WHEREAS, each of the parties hereto desires to enter into this joint wastewater treatment system Agreement, and has, through actions of its respective Boards of Commissioners, been duly authorized to enter into this Agreement for such purposes as hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do covenant and agree, each for itself and its respective successors and assigns, as follows:

1. AUTHORIZATION; EFFECTIVE DATE.

Each party hereby certifies that authority to enter into this Agreement has been established by a duly passed Resolution of its respective Board of Commissioners. This Agreement shall become effective upon the signature of all duly authorized parties and shall continue in force until such time as it expires by its terms, is terminated or modified as provided herein.

2. PURPOSES.

The purpose of this Agreement is to provide an efficient wastewater treatment system for the benefit of Warrenton, Morlina, that area of Western Warren County now comprised within the limits of the Soul City Sanitary District, and other persons, firms, corporations and governmental units desiring wastewater treatment and agreeing to purchase wastewater treatment services in accordance with this Agreement.

3. TERM.

This Agreement shall exist and continue for a period of thirty (30) years from the effective date hereof. IT IS EXPRESSLY AGREED that this Agreement may be renewed or extended for such term or terms as may be mutually agreeable to the parties hereto, and it shall be binding during its term, and all extensions and renewals thereof, on the parties hereto, their successors and assigns.

4. TITLE.

The title to all lands, rights-of-way, easements, forced sewer main, interceptors, and all facilities located thereon, funded and acquired by Warren County, shall be and remain vested in Warren County. In order to operate and maintain the wastewater treatment system, the County hereby agrees to lease to

Warrenton, upon such terms and conditions as shall be set forth in a separate Lease Agreement between the County and Warrenton, all property, real and personal, necessary for the operation of said system, which Lease shall contain provisions providing for the use of the property leased for the benefit of the parties hereto, and subject to the contractual interests of said parties.

5. SERVICES PROVIDED.

Upon the completion of construction of the wastewater system and transfer of the property and facilities to Warrenton, Warrenton agrees to operate and maintain the wastewater treatment system in the following manner:

(a) It shall maintain a separate regional sewage system account, and all revenues and disbursements received or expended in connection with said wastewater treatment system shall be deposited in and disbursed from said account.

(b) It shall furnish and pay from the revenue received from said wastewater treatment system all labor, utilities, supplies, administration and other maintenance and operating costs necessary for the efficient operation of said system.

(c) It shall operate said sewage system so as to provide treatment of wastewater received by said system from the parties hereto and other users accepted to use said system.

(d) It shall maintain and keep in proper repair all of the forced main and interceptors which are a part of this system, provided that it shall not be responsible for maintaining sewer lines and sewer facilities under the terms of this Agreement which are located within the corporate limits of Warrenton, Morlina, or the Soul City Sanitary District, or any extensions thereof, presently existing or hereafter constructed.

(e) It shall furnish to the parties hereto an operating statement of income and expenses each month. An independent auditing firm reasonably acceptable to all parties shall audit the accounts of the operation of the regional sewage system no less than once each year, and sufficient copies of the audit shall be made available to the parties hereto.

(f) It shall have the authority to permit other users and customers to tap on to said sewer system, subject to the approval of the County.

6. ACCEPTANCE OF SERVICES.

Norlina agrees to accept the sewer services as herein provided and to use the system for disposal of wastewater from its customers within the corporate limits and those customers outside of the city limits served by the Norlina sewer system, and it further agrees to pay the cost of such services in accordance with the terms of this Agreement.

The County agrees to accept the sewer services as herein provided for the benefit of such persons, firms, corporations and other governmental units as it may desire to transfer or assign its allocated portion of sewage treatment capacity. The County shall be responsible for payment of all costs of sewage treatment used by it for obligations it may assume, its transferees and assigns, in accordance with charges applicable to the other parties, provided that it is understood and agreed that the users of the County portion of the treatment capacity may reimburse the County for the services used or the County may notify Warrenton to render statements directly to each user, whereupon the user shall be liable. In any event, that portion of the services used on behalf of the County shall be charged and paid in an amount equal to that charged and paid by Norlina and Warrenton.

Warrenton agrees to accept the sewer services as herein provided and to use the system for disposal of wastewater from its customers within the corporate limits and those customers outside of the city limits served by its sewer system. It further agrees to pay the cost of such services in accordance with the terms of this Agreement from its separate revenues in the same manner as the other parties and users.

7. ALLOCATION OF CAPACITY.

The respective parties hereto shall have the right at any time to purchase without any cost other than that set out herein, the following percentages of the total sewage treatment capacity of the original plant:

(a) Warren County	58%
(b) Warrenton	25%
(c) Norlina	17%

The allocation of treatment capacity in respect to the original plant shall not be changed except by mutual agreement of all the parties hereto. In the event any party to this Agreement shall need treatment capacity over and above its original allocation, it shall have the right to purchase from the other parties their unused capacity on terms mutually agreeable. "Unused capacity" as used in this paragraph shall mean the difference between the capacity allocated to a party and the maximum actual daily flow of sewage for treatment reasonably anticipated by that party to occur during the succeeding twelve-month period.

In the event any party needs treatment capacity in addition to the original allocation, and is unable to obtain it from the other parties from their unused capacity, it shall have the right to expand the treatment plant and any other facilities necessary for the delivery of such additional capacity at its own expense, provided it does not act to the detriment of any of the other parties. Its allocation of capacity available for purchase shall thereafter be increased by the amount of additional treatment capacity which can be delivered to it by reason of said expansion.

8. METERING.

It is agreed that all wastewater being treated, the wastewater entering the transmission line from the area comprising the Soul City Sanitary District and the wastewater entering the transmission line from Norlina, Warrenton and other users on the system, shall each be accurately metered so as to provide Warrenton with the exact amounts of wastewater treated for each party or authorized user. All parties shall have the right to inspect and approve the metering devices.

9. NON-PROFIT OPERATION.

IT IS UNDERSTOOD AND AGREED that Warrenton is not engaging in the sale of sewage treatment to the other parties to this agreement, or other users con-

nected to the system, for a profit. The parties and other users shall be charged for said sewage treatment on the basis of actual cost of production, which shall include the cost of salaries of personnel, utilities, supplies, administration and audits. While "cost of production" shall not include amortization of the initial cost of the system, it shall include provisions for any reasonable reserves for repairs to and maintenance of the system, for other reasonable contingencies relative to the system, and for amortization and reasonable rental of any equipment, vehicles, and other property purchased or used by Warrenton for the operation and maintenance of the system. All "cost of production" shall relate directly to the operation and maintenance of the regional system, and shall not include any cost for separate sewer systems operated by the parties or users.

10. BILLING AND DISCONTINUANCE OF SERVICE.

Each of the parties hereto shall be rendered a statement for services on the first day of each month, and the parties shall pay Warrenton within fifteen (15) days of rendering the statement. Warrenton shall have the right to discontinue service to any party hereto, or any other customer using the system, who does not pay any funds owing to Warrenton for services rendered pursuant to the terms of this Contract, and fails to remedy the failure to pay within fifteen (15) days after notice to the user.

11. RESALE.

IT IS UNDERSTOOD AND AGREED that the parties hereto each have the right to sell the capacity allotted and used by it at such rates, fees, charges, penalties and varying schedules as said party may individually determine.

12. INTERRUPTIONS OF SERVICE.

Warren County and Warrenton shall not be liable for any failure to receive and treat sewage or otherwise perform this Contract in the event such failure is due to acts of God, strike, power failure, line breaks, system repairs, catastrophes or other causes beyond the control of the County, Warrenton, and their agents and employees. PROVIDED, however, Warrenton shall give all

parties using the system reasonable notice of any interruptions in service which might be reasonably anticipated.

Warrenton, in agreeing to operate and maintain the wastewater system, shall not be liable for any cost of the system other than the charges for the sewer services it uses. It is understood and agreed by all parties that the system is contemplated to operate within the revenues paid for services rendered, and neither party shall be obligated to pay additional funds to the system above the cost of production without its consent.

13. COMPLIANCE WITH LAW.

In providing and receiving all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and those hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Contract and shall entitle the parties to terminate this Contract immediately upon delivery of written notice to the party breaching the same.

14. ASSIGNMENT.

It is agreed that any party to this Agreement may assign its interest and rights herein to any successor, PROVIDED, however, that such assignment shall be upon the condition that said assignee shall assume all of the assignor's obligations hereunder, and be bound by the terms of this Agreement.

15. AMENDMENTS.

This Agreement may be amended by the consent of all the parties hereto pursuant to resolution of their respective Boards of Commissioners. The parties agree that this Contract is entered into in order to provide more efficient and economical wastewater treatment for the area of Warren County served by the wastewater treatment system, and that the relations between the parties shall be fair and equitable, with due regard to each participating party, according to their respective vested rights in the allocated portion of wastewater treatment capacity. If amendments to this Agreement are necessitated to provide improved services to the parties and other users, the parties agree that consent to such amendments will not be unreasonable withheld. To

this end the parties, acting through their duly authorized representatives, agree to meet jointly at such times as necessary to review the operation of the system.

16. ASSURANCES.

The parties to this Agreement acknowledge that Federal funding has been obtained and used in connection with the construction of the wastewater treatment system, and hereby agree to execute any and all documents required by Federal agencies providing the funds, relative to equal employment opportunities and non-discrimination on the part of the recipient of said Federal grants, or its respective grantees, assigns and successors in interest.

IN TESTIMONY WHEREOF, the County of Warren, Town of Warrenton and Town of Morlina have caused this Agreement to be executed by their duly authorized representatives, all pursuant to resolutions passed by their respective governing bodies.



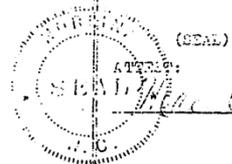
WARREN COUNTY

BY: Walter J. Harris
Walter J. Harris, CHAIRMAN



TOWN OF WARRENTON

BY: B. G. White
B. G. White, MAYOR



TOWN OF MORLINA

BY: E. L. Perry
E. L. Perry, MAYOR

NORTH CAROLINA

WARREN COUNTY

MODIFICATION OF WASTEWATER TREATMENT SYSTEM AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of December 2004, by and among WARREN COUNTY, the TOWN OF WARRENTON and the TOWN OF NORLINA, all being situated in Warren County, North Carolina,

WITNESSETH:

THAT WHEREAS, on or about September 19, 1980, the parties hereto entered into a contract, a copy of which is hereto attached and incorporated herein by reference; and

WHEREAS, said Warren County, the Town of Warrenton and the Town of Norlina have each agreed to modify certain terms of said contract; and

WHEREAS, each local government unit has approved this Modification Agreement by resolution of their respective Boards of Commissioners and authorized its execution.

NOW, THEREFORE, it is mutually agreed, that in consideration of the covenants hereinafter contained, the following portions of the Wastewater System Agreement are modified and changed as follows:

1. Paragraph 8. **METERING** is changed to add the following sentence as the second sentence: Each metering device shall be calibrated by a certified technician on an annual basis.
2. Paragraph 10. **BILLING AND DISCONTINUANCE OF SERVICE** changed to provide as follows:

Percent contribution of each entity shall be determined by the actual monthly contribution of each entity within its territorial service boundary. Each entity will be responsible for reading its own meter(s) at the end of each month. This reading should be provided to the Town of Warrenton by the first working day of the month, for production of the monthly invoice. The method of calculation shall be:

Percent Contribution:

- Actual Monthly Waste Treatment Volume
- Less Warren County's contribution for that month
- Less Town of Norlina's contribution for that month
- Equals Town of Warrenton's contribution for that month

RECEIVED

The actual percent will be calculated using the contribution determined from the above calculation.

A Monthly statement for each entity will be calculated as follows:

- ACTUAL monthly expenditures of the Waste Water Treatment Plant
- Plus 25% of that month's ACTUAL expenses of the TOWN ADMINISTRATOR'S SALARY+TOWN ASSISTANT CLERK'S SALARY+FICA (for the TOWN ADMINISTRATOR and ASSISTANT CLERK)+RETIREMENT (for the TOWN ADMINISTRATOR and ASSISTANT CLERK)+HOSPITAL (for the TOWN ADMINISTRATOR and ASSISTANT CLERK)+LIFE INSURANCE (for the TOWN ADMINISTRATOR and ASSISTANT CLERK)
- Multiplied times the monthly Percent Contribution (calculated above).

Each of the parties shall be rendered a statement for services rendered on the fifth working day of each month with accompanying general ledger expenditure reports, and the parties shall pay Warrenton within fifteen (15) days of the rendering the statement. Warrenton shall have the right to discontinue service to any party hereto, or any other customer using the system, who does not pay any funds owing to Warrenton for services rendered pursuant to the terms of this Contract, and fails to remedy the failure to pay within fifteen (15) days after notice to the user.

It is agreed that the above modifications shall be in effect from and after July 1, 2004, and shall remain in effect until such time as Warren County, the Town of Warrenton and the Town of Norlina agree to a new Wastewater System Agreement or change the provisions of the Agreement by amendment.

IN TESTIMONY WHEREOF, Warren County, the Town of Warrenton, and the Town of Norlina have caused this Agreement to be executed by their duly authorized representatives, all pursuant to resolutions adopted by their respective governing bodies.

executed 9-24-81

PS

NORTH CAROLINA
WARREN COUNTY

THIS LEASE AGREEMENT made and entered into this 24th day of September, 1981, by and between Warren County, a body politic and corporate, existing pursuant to the laws of the State of North Carolina, hereinafter referred to as the "LESSOR", party of the first part, and the Town of Warrenton, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "LESSEE", party of the second part:

W I T N E S S E T H :

THAT WHEREAS, Warren County has caused to be constructed a regional wastewater treatment plant to provide sewer services for Western Warren County, Warrenton and the Town of Norlina, and

WHEREAS, pursuant to the authority contained in North Carolina General Statutes Chapter 160A, Article 12, Section 274(b), and in accordance with Section 4 of the Wastewater Treatment System Agreement between Warren County, the Town of Warrenton and the Town of Norlina, the parties hereto have agreed to enter into this Lease Agreement.

NOW, THEREFORE, Warren County, in consideration of the agreements and covenants hereinafter mentioned and expressed, to be fulfilled and performed by the party of the second part, does hereby lease unto the Town of Warrenton for the term hereinafter specified all that certain property described on Exhibit A, which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property unto the Lessee for the term of forty (40) years, commencing on the 1st day of January, ¹⁹⁸²~~1981~~, and ending on the 31st day of

December, ~~19~~ 2021, upon the following terms and conditions:

1. AUTHORIZATION.

Each party hereto certifies that authority to enter into this Lease Agreement has been thoroughly established by a duly adopted resolution of its respective Board of Commissioners.

2. TERM OF LEASE.

The term of this Lease, as set forth hereinabove shall be for forty (40) years and shall commence on the 1st day of January, ~~1982~~, and shall end on the 31st day of December, ~~19~~ 2021.

3. RENT.

This Lease Agreement is entered into upon consideration of the Town of Warrenton agreeing to operate the wastewater treatment system for the benefit of Western Warren County, Warrenton and the Town of Norlina, and no rent shall be charged to the Lessee.

4. ALTERATIONS, REPAIRS AND UPKEEP.

The Lessee agrees to maintain and keep in good condition and repair all of the buildings, equipment and sewer lines hereby leased.

It is understood and agreed that all costs incurred to maintain and keep in good condition and repair the property herein leased shall be paid from the operating revenues of said wastewater treatment system, grants, and contributions; provided, however, that the parties hereto shall not be obligated to pay any part of such cost, except that part thereof included in its share of charges for sewer services rendered to it and paid in accordance with the provisions of said Wastewater Treatment System Agreement.

All alterations of the leased premises which may be required

EXHIBIT "A"

1. A certain tract or parcel of land located in Warrenton Township, Warren County, North Carolina, described as follows:

BEGINNING at a point which is the Northeast corner for the existing Town of Warrenton Sewage Treatment Plant, running thence along the line of the Town of Warrenton S. 11° 12' W. 129.00 feet to a point, thence along a new chain link fence N. 81° 49' E. 359.40 feet to a point, thence along or near a chain link fence N. 0° 15' E. 511.00 feet to a point, thence N. 89° 45' W. 931.00 feet to a point, thence S. 0° 15' W. 437.00 feet to a point, and thence S. 89° 45' E. 600.00 feet to the place of beginning, and being the area of land upon which is located the new Regional Wastewater Treatment Plant and related structures. Reference is hereby made to Grading Plan of the Warren County, North Carolina Wastewater Treatment Plant. This is a part of the real property described in deed dated August 24, 1979, from John Armstrong Dinan and wife, Mary Frances Williams Dinan, to the County of Warren, recorded in the office of the Register of Deeds of Warren County, North Carolina, in Book 329, Page 4.

2. All buildings, fixtures, structures, improvements, and other property located on the above described real property which are necessary for the operation of the Wastewater Treatment Plant.

3. All sewer lines and easements, the title to which may be vested in Warren County, attached to or connected with the Regional Wastewater System.

shall be made only upon the consent and approval of the parties hereto.

5. USE AND OCCUPATION.

The Lessor covenants and agrees that the Lessee during the term of this Lease shall have full control and use of the buildings, equipment and sewer lines herein leased for the purpose of operating said wastewater treatment system.

The Lessee covenants and agrees that it will, during the term of this Lease, keep and maintain the leased property in conformity to and compliance with all ordinances, laws, statutes and regulations of Federal, State and City authorities having jurisdiction thereof.

It is understood and agreed that the Lessor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the rights herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents, servants, or employees or others who may be on the premises herein leased at their invitation or the invitation of any one of them, arising from or incident to the uses of the premises by the Lessee for the purposes herein stated.

It is further understood and agreed that the Lessee shall operate the Wastewater Treatment Plant as an independent contractor and not as agent of the Lessor.

6. WATER, HEAT, GAS, ELECTRICITY AND OTHER UTILITIES.

The Lessee agrees that it will furnish from the revenues received for operating said wastewater treatment system all water, heat, gas, electricity and other utilities which may be required for the use of the leased property and the operation of said wastewater treatment system.

7. TERMINATION.

The Lessee hereby covenants and agrees that it will operate the wastewater treatment system in accordance with all the provisions contained in the above mentioned Wastewater Treatment System Agreement between Warren County, the Town of Warrenton and the Town of Norlina. If the Lessee fails to operate the wastewater treatment system in accordance with this Lease Agreement and the Wastewater Treatment System Agreement, it shall be lawful for the Lessor, at its option, to declare the said term ended and this Lease terminated, and to recover possession of the property herein leased; provided, however, the Lessor shall notify the Lessee in writing of its failure to comply and the Lessee shall have a reasonable time after such notification to correct any deficiencies in the operation of said system.

8. RENEWAL.

Provided all provisions of this Lease Agreement and said Wastewater Treatment System Agreement have been properly complied with by the Lessee, the parties hereto may renew and extend this Lease for such additional terms and upon such conditions as may be satisfactory to both parties.

9. ASSIGNMENT OR SUB-LETTING.

The Lessee shall not assign this Lease or sub-let the property herein leased without the consent of the Lessor. In the event this Lease is assigned or the property sub-let, the assignee or sub-lessee shall be bound by all the covenants, agreements and provisions herein contained.

10. AMENDMENTS.

It is understood and agreed that this Lease Agreement is entered into as a cooperative action by both units of local government for the purpose of providing for wastewater treatment

for the area of Warren County served by the wastewater treatment system, and the parties hereto agree to cooperate and approve such amendments to this Lease Agreement as may be necessary to operate said system.

IN TESTIMONY WHEREOF, the County of Warren and the Town of Warrenton have caused this Lease Agreement to be executed by their duly authorized representatives, all pursuant to resolutions duly adopted by their respective governing bodies.

WARREN COUNTY

BY: Walter J. Harris
WALTER J. HARRIS, Chairman of
Board of Commissioners for
Warren County

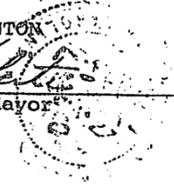


ATTEST:

J. H. Hundley
Clerk

TOWN OF WARRENTON

BY: B. G. White
B. G. WHITE, Mayor



ATTEST:

M. R. Vaughan
Clerk

NORTH CAROLINA

WARREN COUNTY

I, Aileen A. Martin, a Notary Public of Warren County, North Carolina, certify that J. H. Hundley personally came before me this day and acknowledged that he is Clerk to the Board of Commissioners of Warren County, a body politic and corporate, and that by authority of a resolution duly adopted and as the act of Warren County, the foregoing instrument was signed in its name by the Chairman to the Board of Commissioners, sealed with its official seal, and attested by himself as Clerk to the Board of Commissioners.



My commission expires: May 17, 1981

WITNESS my hand and notarial seal, this the 28th day of November, 1981.

Aileen A. Martin
NOTARY PUBLIC

NORTH CAROLINA

WARREN COUNTY

I, V. R. Vaughan, a Notary Public of Warren County, North Carolina, certify that V. R. Vaughan personally came before me this day and acknowledged that he is Clerk of the Town of Warrenton, a municipal corporation, and that by authority of a resolution duly adopted and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by himself as its Clerk.

My commission expires: May 17, 1981

WITNESS my hand and notarial seal, this the 28th day of November, 1981.



V. R. Vaughan
NOTARY PUBLIC

NORTH CAROLINA

WARREN COUNTY

The foregoing certificates of Notaries Public Richard S. Clark
and Aileen A. Martin of Warren County, North Carolina, are
certified to be correct. This instrument was presented for regis-
tration and recorded in this office at Book 357, Page 334.

This 28 day of Sept, 1981, at 2:00
o'clock P M.

J. H. Hundley
REGISTER OF DEEDS

BY: Mary F. Rodwell
DEPUTY REGISTER OF DEEDS

Adjourn

Work Session