

Amended October 5, 2010 (Appendix A Map; Add Appendix F map; Text changes to Section IV, subsection B and Section III)

WATER AND SEWER MANAGEMENT, PLANNING AND BOUNDARY AGREEMENT

This AGREEMENT, made and entered into this 3rd day of December, 2001_ by and between the COUNTY OF ORANGE, a political subdivision of the State of North Carolina; the TOWN OF CARRBORO, the TOWN OF CHAPEL HILL, and the TOWN OF HILLSBOROUGH, municipal corporations duly created and existing under the laws of North Carolina; and the ORANGE WATER AND SEWER AUTHORITY, a public water and sewer authority duly created and existing under Chapter 162A, Article 1 of the North Carolina General Statutes.

WITNESSETH:

In consideration of mutual benefits regarding the definition of water and sewer service boundaries and the management and planning thereof, the parties to this agreement hereby mutually agree as follows:

I. PREAMBLE

A. Charge to the Water and Sewer Boundary Task Force

Since the mid-1980's, several attempts to define water and sewer service boundaries for Orange County and the municipalities of Chapel Hill, Carrboro and Hillsborough have been undertaken. In 1994, a Task Force was formed consisting of elected officials from Carrboro, Chapel Hill, Hillsborough and Orange County, as well as two members of the Orange Water and Sewer Authority Board of Directors. The charge to the Water and Sewer Service Boundary Task Force is attached as Appendix B.

B. Purpose of Water and Sewer Boundary Agreement

1. To provide a comprehensive, County-wide system of service areas for future utility development and interest areas for dealing with private water and wastewater system problems in areas without public water and sewer service.

2. To complement growth management objectives, land use plans and annexation plans in existing agreements, such as the Orange County-Chapel Hill-Carrboro Joint Planning Agreement and Joint Planning Area Land Use Plan
3. To resolve in advance and preclude future conflicts about future service areas and annexation areas.
4. To provide for predictable long-range water and sewer capital improvement planning and financing.
5. To provide for limitations on water and sewer service in certain areas, as defined.

II. HOW THE AGREEMENT WORKS

A. Effective Date of the Agreement

This agreement shall become effective upon execution by all of the parties and signature by the chief elected or appointed official.

B. Term of Agreement

This agreement shall remain in effect for ten (10) years from its execution, and shall be renewable as provided in the following subsection.

C. Procedure for renewal

At the end of each ten year term, the agreement shall renew automatically, unless written notice is provided of intent to withdraw as noted in subsection E below.

D. Procedure for proposing and acting on changes in agreement including boundaries

1. Any change to the agreement (including boundaries) requires approval of all parties to the agreement.
2. The addition of other parties to this agreement shall be by consent of the current parties.

E. Procedure for withdrawal from/decision not to renew the agreement

1. A party may not withdraw from the agreement, until it holds a public hearing on the proposed withdrawal followed by written notice to the other parties within 30 days of the public hearing. The withdrawal shall be effective one (1) year following receipt by the other parties of the written notice.
2. If a party to the agreement withdraws as provided above, the agreement remains in effect as to the other parties until all but one party withdraws in the manner provided for the in this agreement.

F. Accountability of Future Parties

Future utility providers that wish to become parties of this agreement must be financially and technically capable of providing water/sewer service to address public health emergencies or other identified public facility needs, as defined by the parties of the boundary agreement. The provider must have adequate system capacity, technical capability and financial assets to address system problems within its interest area without compromising service to current customers.

G. Courtesy Review of Development Proposals Within Service and Interest Areas

The water and sewer providers that are parties to this agreement will be provided courtesy review and the right to provide written input into utility design and the provision of easements for all new major subdivisions and other residential and nonresidential site plan approvals within their service area and interest area. The party to this agreement with development plan review authority shall retain approval authority for all development proposals within its planning jurisdiction.

H. Linkage with the Orange County-Chapel Hill-Carrboro Joint Planning Agreement and other future agreements

This agreement shall be made part of the Orange County-Chapel Hill-Carrboro Joint Planning Agreement, by reference, and to any future cooperative planning agreements that may be entered into among some or all of the parties. Termination of the Joint Planning Agreement or any other cooperative planning agreement does not terminate this agreement. Termination of this agreement can only be accomplished as provided in this agreement. Similarly, the withdrawal of a party from the Joint Planning Agreement or from any other cooperative planning agreement does not constitute withdrawal from this agreement. Withdrawal from this agreement can only be accomplished as provided in this agreement.

III. DEFINITIONS

Primary Service Area: An area (as shown on the Water and Sewer Service Boundary Map, which is Appendix A) where water and/or sewer service is now provided, or might reasonably be provided in the future, according to adopted plans and future amendments to adopted plans (hereinafter referred to as "service area")².

² As per the map in Appendix A, the Town of Hillsborough Long-Term Interest Area and Primary Service Agreement are combined and for purposes of this agreement is its Primary Service Area

OWASA Long-Term Interest Area: An area (as shown on the Water and Sewer Service Boundary Map, which is Appendix A) within which public water and/or sewer service is not anticipated to be made, but if such services are to be provided, OWASA will be the responsible utility service provider. Long-Term Interest Areas are not service areas, and do not include areas outside of Orange County. OWASA's Long-Term Interest Area is hereinafter referred to as OWASA's "interest area."

Orange County Long-Term Interest Area: The areas of Orange County planning jurisdiction (as shown on the Water and Sewer Service Boundary Map, which is Appendix A) not part of a Primary Service Area or another Long-Term Interest Area within which public water and/or sewer service is not anticipated to be made, but if such services are to be provided, Orange County will be responsible for coordinating the provision of utility service. Long-Term Interest Areas are not service areas, and do not include areas outside of Orange County. Orange County's Long-Term Interest Area is hereinafter referred to as Orange County's "interest area."

Added 10-5-2010

Hillsborough Long-Term Interest Area: An area (as shown on the Water and Sewer Service Boundary Map, which is Appendix A) within which public water and/or sewer service is not anticipated to be made, but if such services are to be provided, the Town of Hillsborough will be the responsible utility service provider. Long Term Interest Areas are not service areas, and do not include areas outside of Orange County. Hillsborough's Long-Term Interest Area is hereinafter referred to as Hillsborough's "interest area."

Essential Public Facility: A publicly-owned facility, or a facility wholly financed by Federal, State or local government (or a combination thereof) that provides a service for the health, safety and general welfare of County residents (for example, a school, fire station, public safety substation or solid waste convenience center).

Adverse Public Health Condition: An Adverse Public Health Condition exists in the case of a wastewater system(s) when it is (1) failing, (2) documented to be failing by the Orange County Health Department, and (3) no on-site repair is approvable or recommended by the Orange County Health Department; or, in the case of a well water supply system, it meets all of the following criteria:

- the well water supply system is contaminated with a microbial, chemical or other agent which is known to cause disease or other serious health effects;
- the well water supply system is not reparable to the point where the contamination can be eliminated;
- the water from the well water supply system is not treatable prior to withdrawal to the point where the threat of disease or serious health effects is eliminated; .
- there is no alternate location on-site for a new well water supply system which can be permitted under Orange County Health Department regulatory criteria in effect at the time of the contamination or an alternative site is unacceptable because widespread existence of contamination or because of the potential of contaminant migration to the alternate site. A description of these terms and their application is provided in Section VI of this Agreement.

Public Water or Public Sewer Service: The provision of water and/or sewer service by a party to this agreement. This definition does not include consulting services and/or technical assistance services.

Emergency Water Transfer: Any short-term transfer of raw water supply or finished drinking water supply from one service provider to assist another service provider in meeting water needs during:

- a) unanticipated disruptions or emergencies relating to raw or finished water supply. Such disruptions or emergencies may result from events including, but not limited to: (i) human error; ii) equipment or power failure; iii) supply contamination; iv) major fires, floods, droughts or other disasters; and v) operations or facility maintenance activities, or
- b) periods when temporary, short-term disruption of water supply or finished water service may occur as a result of planned or unplanned maintenance of major water supply, pumping, transmission, treatment, or storage facilities.

Non-Emergency Water Transfer: Any transfer from one water service provider to another water service provider of raw water supply or finished drinking water supply which is not an emergency water transfer.

Wastewater Transfer: Any transfer from one wastewater service provider to another wastewater service provider.

Water and/or Sewer Provider: A municipal corporation, county, private non-profit water system, or public water and sewer authority under the N.C. General Statutes that provides water and/or sewer service to the public.

IV. BOUNDARIES

A. Service Areas and Interest Area Boundaries

The service area and interest area boundaries are as shown in Appendix A.

B. Adherence to Boundaries

1. The boundaries on the map (Appendix A) define the areas in which the parties may provide water and sewer service, and no party to this agreement shall extend service beyond the designated boundaries, except as provided in this agreement. In no case shall service be extended beyond the boundaries of Orange County without the approval of the elected boards which exercise planning jurisdiction on either side of the County boundary. Any extension of lines or service into Chatham County requires the approval of Orange County, Chapel Hill or Carrboro, and OWASA.
2. OWASA presently provides water and sewer service outside of the OWASA Service Area shown on Appendix A as follows:

<u>Location</u>	<u>service provided</u>
Heritage Hills Subdivision	water and sewer
Rangewood Subdivision	water and sewer
Piney Mountain Subdivision	sewer only

OWASA may continue to provide water and sewer service and may extend water and sewer service within these subdivisions provided it does so consistent with OWASA policies and interlocal agreements related to these services that exist on the effective date of this agreement. Any change to those policies and interlocal agreements after the effective date of this agreement can only be accomplished by an amendment to this agreement.

Added 10-5-2010

3. The Town of Hillsborough presently provides water service outside of the proposed Hillsborough Primary Service Area shown in Appendix A as follows (see Map in Appendix F for precise locations):
 1. Along NC 86S to slightly south of New Hope Church Road
 2. Joppa Oaks, Byrdsville, Wyndfall, and Strayhorn Hills neighborhoods
 3. Wayside Baptist Church area
 4. Lands across Strouds Creek Rd from Mars Hill Baptist Church and Pathways Elementary School
 5. Portions of the Watkins Rd, former Mill Run subdivision and Perry farm
 6. Along Orange Grove Road southwest of Interstate 40 and along New Grady Brown School Road to Dimmocks Mill Road and along Old Grady Brown School Road

The Town of Hillsborough may continue to provide water service to these areas but may not extend water service in these areas or outside of the Primary Service Area.

V. PROCEDURES FOR PROVIDING SERVICE

A. Policy Issues

Planning and growth management issues are influenced by the location of water and sewer. This agreement is not intended to supersede other land use agreements made by the local governments.

B. Procedures for the provision of service within the Service Areas and Interest Areas

1. When water and sewer service provision is required to address an adverse public health condition, or to provide service to an essential public facility, the designated provider for the service area or interest area shall have the right of first refusal to provide such service.
2. Within the service areas and interest areas, the water and sewer provider will agree to provide service, as defined in this agreement, as system capacity, financial resources, and other reasonable utility considerations allow, and as provided in this agreement.

C. Policy of "first-refusal"

1. The designated water and sewer provider within a service area or interest area has first right to provide service if an adverse public health condition or essential public facility service need is established, and public water or public sewer service is determined to be required to address the adverse public health condition.
2. If the designated water and sewer provider declines to provide service, it must notify the other parties to the agreement with a statement of rationale.
3. The designated water and sewer provider may contract with another service provider to address the situation, in the manner prescribed in Section VI of this agreement, upon consultation with other jurisdictions.
4. If no other water and sewer provider is available, Orange County retains the right to address the adverse public health condition or essential public facility need in the manner prescribed in Section VI of this agreement.

VI. LIMITATIONS ON SERVICE

A. Prohibitions and Limitations on Extension Into Interest Areas

The development of land within interest areas is not projected to occur at urban densities, and therefore, public water and sewer service shall be prohibited in these areas, except as provided in this agreement {Section VI.B, VI.C, VI.D, VLF, VILA, VII.B, VILC}³. Individual onsite and small/community-scale alternative water supply and wastewater treatment systems not physically connected to central systems will be the primary methods of meeting the water and sewer service needs of existing and future development.

3. ibid.

B. Adverse Public Health Conditions

An exception to the prohibition of public water and sewer service in interest areas may be made to allow the extension of lines in the event the Orange County Health Department documents an "adverse public health condition."

An adverse public health condition exists where:

1. In the case of existing wastewater system(s), it meets all of the following criteria:
 - the wastewater system is failing;
 - the wastewater system is documented to be failing by the Orange County Health Department;
 - there is no on-site repair approvable or recommended by the Orange County Health Department.

The following terms used in the criteria above mean:

Failing Wastewater System: A wastewater system is failing when sewage or effluent is seeping or discharging to the ground surface or to surface waters. A permitted, properly-functioning non-discharge wastewater system (e.g., a spray-irrigation system) and a permitted, properly-functioning discharge system are not failing wastewater systems.

Approvable On-Site Repair: An approvable on-site wastewater system repair that can be completed in a designated repair area which is approvable under Orange County Health Department regulatory soil/site criteria in effect at the time of the needed repair.

Recommended On-Site Repair: A recommended on-site repair is one that is not an approvable on-site repair, but is one that in the best professional judgment of the Orange County Health Department will reasonably enable the system to function properly. A recommended on-site repair may incorporate engineered design (a design certified by an engineer to overcome all soil/site limitations in the particular situation), site or system modification, flow reduction or other measures calculated to improve functionality of the system.

2. In the case of an existing well water supply system(s), it meets all of the following criteria:
 - the well water supply system is contaminated with a microbial, chemical or other agent which is known to cause disease or other serious health effects;
 - the well water supply system is not reparable to the point where the contamination can be eliminated;
 - the water from the well water supply system is not treatable prior to withdrawal to the point where the threat of disease or serious health effects is eliminated;
 - there is no alternate location on-site for a new well water supply system which can be permitted under Orange County Health Department regulatory criteria in effect at

the time of the contamination or an alternative site is unacceptable because widespread existence of contamination or because of the potential of contaminant migration to the alternate site.

The following terms used in the criteria above mean:

Well: A well is any excavation that is cored, bored, drilled, jetted, dug or otherwise constructed for the purpose of locating, testing, developing, draining or recharging any ground water reserves or aquifer, or that may control, divert, or otherwise control the movement of water from or into any aquifer.

Well Water Supply System: A well water supply system is any well that is intended for use or is usable as a source of water supply for domestic use (including household purposes, farm livestock, or gardens) and the pump and pipe used in connection with or pertaining thereto, including well pumps, distribution pipes, plumbing pipes, tanks, fittings, and water treatment devices.

The Orange County Health Department shall make the determination as to whether an adverse public health condition exists, and shall make a recommendation on the appropriate remedy to the governmental entity(ies) in the appropriate interest area.

The final decision to use any particular means or tool for rectifying any particular adverse public health condition remains, through zoning regulations or other land use ordinances, with the governmental entity or entities having zoning or planning jurisdiction over the area where the adverse public health condition exists. In the Orange County-Chapel Hill-Carrboro Joint Planning Area, the Joint Development Review Areas shall be used to determine which of the JPA parties shall jointly decide on the appropriate means or tool for rectifying an adverse public health condition. Public water or public sewer lines extended to provide service to an adverse public health condition or essential public facility cannot be used for other purposes or other parties, except as provided in Section VLD.

C. Sizing of Lines Extended Into Interest Areas

The extension of public water or public sewer lines into an interest area shall be sized so as to comply with State technical and engineering regulations and only to serve the intended use, as defined in this agreement. However, in the case of a public water line extension,

provisions shall be made to address adequate line sizing for pressure and volume considerations.

D. Controlling Access to Lines In Interest Areas

Public water or public sewer lines extended to provide service to an adverse public health condition or essential public facility cannot be used for other purposes or other parties, except to remedy another adverse public health condition.

E. Siting of Essential Public Facilities Within Interest Areas

The location of some essential public facilities, particularly schools, requires special consideration for access to public water and sewer lines. Where possible, schools shall be sited in a manner that promotes the efficient use of existing water and sewer service. Preferably, a set of criteria governing such situations would be developed based on consultations between the appropriate school boards and the elected officials of affected jurisdictions, and applied as necessary. Publicly-owned facilities other than a public school shall be located in a manner that promotes the orderly provision of water and sewer service. The preferred method of connection is to lines that already exist, or in a manner that would minimize the need to extend existing lines.

F. Water and Sewer Service Into/Out of Orange County

Water and sewer service of any of the service providers that are parties to this agreement shall not be extended outside of the boundaries of Orange County without the approval of the elected boards which exercise planning jurisdiction on either side of the County boundary. Any extension of lines or service into Chatham County requires the approval of Orange County, Chapel Hill or Carrboro, and OWASA. This approval is not required when water and sewer service is required as a condition of annexation by the towns of Chapel Hill or Carrboro.

VII. WATER TRANSFERS AND WASTEWATER TRANSFERS

A. Emergency Water Transfers (This subsection shall not apply to any system operated by a municipality)

Emergency water transfers are transfers that:

1. Are made for short-term duration. For the purpose of this Agreement, short-term duration shall be reviewed at 30 days, 60 days and 90 days, with subsequent 90-day intervals up to one year, as per the following process:
 - a. After 30 days duration, a memo from the chief administrative officials of the service providers will be sent to the managers of the jurisdictions that are parties to this Agreement. The memo shall document the emergency, steps being taken to address the situation, and notify the managers of the potential for a longer period of the emergency water transfer.
 - b. At 60 days, the service provider sending the water shall notify its elected board (or, in the case of OWASA, the member government elected boards) on the status of the emergency and provide opportunity for the boards to review and comment on the situation. The receiving provider shall provide similar information.
 - c. Between 60 days and 90 days from inception of transfer, the elected boards which exercise planning jurisdiction on either side of the boundary in which the service is provided shall review and approve or not approve the continuation of the transfer beyond 90 days. If continuation of the transfer is approved, it may continue for an additional 90-day period. Approval shall be required for each subsequent 90-day period, with a maximum emergency water transfer duration of 365 days from inception. Lack of action by the elected boards as provided in this subsection constitutes approval for the subsequent 90-day period.
 - d. At the 30-day point, the service provider shall determine that adequate water and other resources and facility capacities are available to support the extended emergency transfer without adversely affecting the quality and quantity of water supply and services to customers within its service area, and without adversely affecting environmental quality within its service area;

AND

2. Are not intended to provide raw or finished water supply necessary to support new growth and development within the service area of the service provider receiving the transfer. Neither party shall, in

planning for future growth and associated increases in water supply needs, rely upon water from the other party supplied under this agreement to serve such growth.

- a. A service provider experiencing a water emergency and receiving emergency water transfers must agree to act expeditiously and adequately to mitigate and remove the causes of the emergency conditions.

B. Non-Emergency Water Transfers (This subsection shall not apply to the Town of Hillsborough until January 1, 2005.)

Non-emergency water transfers are only permitted with the approval of the Orange County Board of Commissioners and the elected or appointed boards of the service providers providing and/or receiving the transfer. If OWASA is the service provider, approval must come from the OWASA Board of Directors and the elected boards of Carrboro, Chapel Hill and Orange County.

C. Wastewater Transfers

Wastewater transfers are only permitted with the approval of the Orange County Board of Commissioners and the elected or appointed boards of the service providers providing the transfer. If OWASA is the service provider, approval must come from the OWASA Board of Directors and the elected boards of Carrboro, Chapel Hill and Orange County.

VIII. LINKAGE TO OTHER AGREEMENTS

Linkages to Other Agreements

There are a number of existing agreements among the parties to this agreement that are relevant to the management and planning of public water and sewer service. In addition, this agreement and those listed below should all be read together. Where inconsistencies exist, this agreement shall control, except as otherwise provided by law. Included among these relevant agreements with linkages are:

- Hillsborough-Durham Service Area Agreement
- OWASA-Durham Service Agreement
- Eno River Capacity Use Agreement
- Hillsborough/Orange-Alamance Water Systems Agreement
- OWASA-Hillsborough Service Agreement

- OWASA-Hillsborough Bulk Water Transfer Agreement
- Chapel Hill-Durham Annexation Agreement
- Mutual Aid Agreement
- Jordan Lake Allocations from NC DEHNR
- OWASA Agreements of Purchase and Sale between 1) OWASA and Carrboro, 2) OWASA and Chapel Hill, and 3) OWASA and UNC
- OWASA Agreement and Policy related to extensions of water and sewer into University Lake Watershed (applicable to water and sewer service to Rangewood Subdivision and Heritage Hills Subdivision)
- OWASA-Orange County Agreements related to Piney Mountain Subdivision sewer service

IX. APPENDICES

Amended 10-5-2010

- A. Water and Sewer Service Boundaries Map
- B. Charge to the Water and Sewer Boundary Task Force
- C. Toolbox of Remedies for Adverse Public Health Conditions
- D. Joint Planning Area Boundary Map
- E. Comprehensive Plan Land Use Maps for all Orange County local governments, and of Chatham County

Added 10-5-2010

- F. Town of Hillsborough Existing Water Service Outside of Primary Service Area

THIS AGREEMENT ENTERED INTO THIS 3rd DAY OF
December, 2001.

Benny F. Smith
 Chair, Orange County Board of Commissioners

Attest: Christy L. Smith
 Clerk to the Orange County Board of Commissioners



R. C. Smith
 Mayor, Town of Chapel Hill

Christy L. Smith
 Clerk, Town of Chapel Hill

Attest: David L. Williams
 Town Clerk, Town of Carrboro



Michael R. Nell
 Mayor, Town of Carrboro

Attest: Anna L. Brumprister
 Town Clerk, Town of Hillsborough

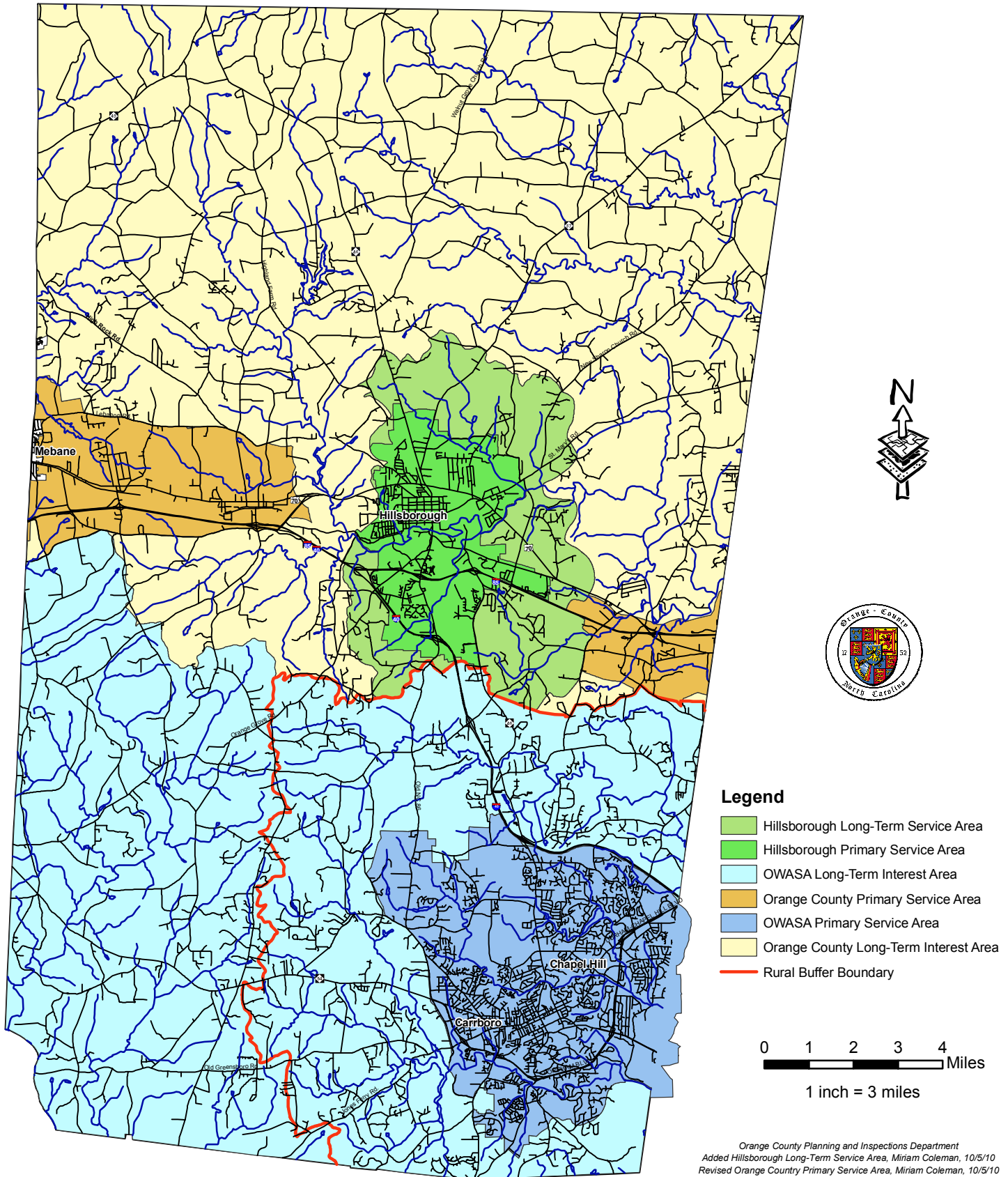


Steve Phillips
 Mayor, Town of Hillsborough

Bernadette Pelissier
 Chair, OWASA Board of Directors

Appendix A

Water and Sewer Management Planning and Boundary Agreement



Orange County Planning and Inspections Department
 Added Hillsborough Long-Term Service Area, Miriam Coleman, 10/5/10
 Revised Orange County Primary Service Area, Miriam Coleman, 10/5/10
 Updated Hillsborough Primary Service Area, Miriam Coleman, 10/22/08
 Updated Streets, Miriam Coleman, 2002
 Revised Map to show retracted Chapel Hill Urban Service Boundary, Carrie Whitehill, 11/14/01
 Original Map Prepared by Beth McFarland, 04/17/97

A RESOLUTION APPROVING A PROPOSED COMPOSITION OF AND CHARGE TO A COMMITTEE TO PROPOSE UTILITY SERVICE AREA BOUNDARIES, AND APPOINTING TWO COUNCIL MEMBERS TO SERVE ON THE COMMITTEE
(94-4-11/R-5)

BE IT RESOLVED that the Council of the Town of Chapel Hill approves the following composition of and charge to a committee to proposed utility service area boundaries.

Purposes of considering water and sewer service area boundaries:

To enable local governments and utilities to make long-term plans with known rather than continuously changing boundaries.

To eliminate or minimize the potential for conflicts regarding utility service areas and future annexation areas.

To complement the existing framework of land use plans under the Joint Planning and Cooperative Planning agreements.

Composition: Two representatives from each of the following entities:

Orange County Board of Commissioners
Hillsborough Board of Commissioners
Carrboro Board of Aldermen
Chapel Hill Town Council
Orange Water and Sewer Authority Board of Directors

Charge 1: To make a report and recommendations by October, 1994 to the Orange County Board of Commissioners, Hillsborough Board of Commissioners, Carrboro Board of Aldermen, Chapel Hill Town Council and Orange Water and Sewer Authority Board of Directors regarding long-term water and sewer service area boundaries in Orange County.

Charge 2: To develop a proposal for water and sewer service areas which is based on broad policy considerations of the elected boards, including those policies in intergovernmental planning agreements.

Charge 3: The Committee's report to be submitted in October, 1994 shall be considered a proposed basic framework as a starting point for developing an agreement(s). This report shall not include a discussion of oversight of community or alternative wastewater systems or of the timing of public water or sewer extensions within long-term service area boundaries.

Charge 4: If the boards represented on the Committee agree in principle on a proposal for long-term service area boundaries, the Committee shall draft a proposed agreement(s) for consideration by the local government and utility boards. This agreement may provide

that matters involving extension of public water and sewer in the Rural Buffer are to be separately discussed.

Charge 5: If the boards agree in principle on a proposed agreement, the Committee shall seek to meet with representatives of additional jurisdictions and utilities which may need to be included in agreement(s). The additional entities would include but not necessarily be limited to the Orange Alamance Water System, City of Durham, Mebane, Graham, etc. A proposed agreement with these additional entities would be submitted for consideration by all parties.

Footnotes: The Committee, and each of the boards involved in the process above, would hold public hearing(s) at such times as each determines appropriate. The Committee would be a public body with open meetings in accord with State law.

BE IT FURTHER RESOLVED that the Council appoints
_____ and _____
to represent the Council on the Committee.

This the 11th day of April, 1994.

LAW OFFICES

COLEMAN, GLEDHILL & HARGRAVE

A PROFESSIONAL CORPORATION

129 E. TRYON STREET

P. O. DRAWER 1529

HILLSBOROUGH, NORTH CAROLINA 27278

919-732-2196

FAX 919-732-7997

March 2, 1998

FROM THE DESK OF
GEOFFREY E. GLEDHILL

Mr. Dave Stancil
Orange County Planning Department
Post Office Box 8181
Hillsborough, North Carolina 27278

**RE: Water and Sewer Boundary Agreement - Adverse Public
Health Condition**

Dear Dave:

Enclosed are the following:

1. A replacement for VI.A. of the draft Agreement which replacement contains the expanded definitions related to adverse public health conditions, both failing septic system and contaminated well water systems.

➡ 2. A three page document which includes a matrix of solutions for a failing septic system adverse public health condition and a contaminated well adverse public health condition that I have put together after several meetings with Paul Thames and Ron Holdway.

Using the format that you used in presenting this with the agenda materials for the March 3 Task Force Committee meeting, everything except the first paragraph in the first enclosure would be in bold and italicized. Some of this, principally a few definitions in the well water area, is new. Some of it is not but for some reason did not get incorporated into the draft of the agreement that was provided with the agenda for the meeting. Also, the very last paragraph has been expanded to include the notion that the use of an extension of a public water or public sewer line to correct an adverse public health conditions is limited.

During the Board of County Commissioners and OWASA meeting I gave you some editing suggestions for the emergency water transfers section. A copy of the document with the various suggestions and thoughts is enclosed. The bold, italicized sentence that concludes subsection A.1.c. should be eliminated from the section on emergency water transfers. That sentence deals with non emergency water transfers and should be in the

Mr. Dave Stancil
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section of the agreement related to non emergency water transfers. As you can see from my marginal notes about the non emergency water transfers section, I think it needs more work.

Please fax as much of this as you think would be helpful to those expected to attend the Committee meeting. At a minimum, please send the revised language for section VI.A. of the Agreement. As you know, I will not be able to attend the March 3, 1998 Committee meeting. I understand that Paul and Ron will attend and should be able to help with any questions on the adverse public health condition issue.

Very truly yours,

COLEMAN, GLEDHILL & HARGRAVE, P.C.



Geoffrey E. Gledhill

GEG/lsg
Enclosures
xc: Ron Holdway
Paul Thames

lsg-12
stancil.ltr

Matrix of Solutions

The categories of Interest Area applicable to each Interest Area defined in the Water and Sewer Boundary Agreement and the "tool bag" of remedies available to respond to an adverse public health condition are as follows:

FAILING EXISTING WASTEWATER SYSTEM

Interest Area Categories	<u>Remedies</u>
1. Transition 2. University Lake (CA and PW and Carrboro ETJ) 3. Cane Creek (CA and PW) and Upper Eno (CA) 4. All other protected watershed areas 5. Rural Buffer (not within a protected watershed) 6. AR/R1	*1. Offsite repair - individual *2. Offsite repair - community (WTMP program) *3. Offsite repair - community, OWASA operated (WTMP program) *4. public sewer *5. State permitted system 6. nothing and degrees of nothing 7. imminent health hazard declaration 8. premises vacating *9. pump and haul

*Regulatory, approvable repairs or actions

Matching the remedies to the Interest Area categories in a way that seems consistent with the discussion of the committee follows:

1. Offsite repair - individual: all categories of Interest Areas;
2. Offsite repair - community: Transition, AR/R1;
3. Offsite repair - community OWASA operated: all categories of Interest Areas;
4. public sewer: Transition, Rural Buffer (not in protected watershed), all other protected watersheds, AR/R1;
5. State permitted system: all categories of Interest Areas;
6. Nothing and degrees of nothing: all categories of Interest Areas;
7. Imminent health hazard declaration: all categories of Interest Areas;
8. premises vacating: all categories of Interest Areas.

CONTAMINATED WELL WATER SYSTEM

<u>Interest Area Categories</u>	<u>Remedies</u>
1. Transition 2. University Lake (CA and PW and Carrboro ETJ) 3. Cane Creek (CA and PW) and Upper Eno (CA) All other protected watershed areas 5. Rural Buffer (not within a protected watershed) 6. AR/R1	*1. Offsite repair - individual *2. Offsite repair - community (locally permitted) *3. Offsite repair - community other than municipal and water and sewer authority (State permitted) *4. public water - municipal, OWASA and Orange-Alamance Water System, Inc. 5. nothing and degrees of nothing 6. imminent health hazard declaration 7. premises vacating 8. water buffaloes/bottled water

*Regulatory approvable repairs or actions

Matching the remedies to the Interest Area categories in a way that seems consistent with the discussion of the committee follows:

1. Offsite repair - individual: all categories of Interest Areas;

2. Offsite repair - community (locally permitted): all categories of Interest Areas;

3. Offsite repair - community other than municipal and water and sewer authority (State permitted): all categories of Interest Areas;

4. public water: Transition, Rural Buffer (not in protected watershed), all other protected watersheds, AR/R1;

5. Nothing and degrees of nothing: all categories of Interest Areas;

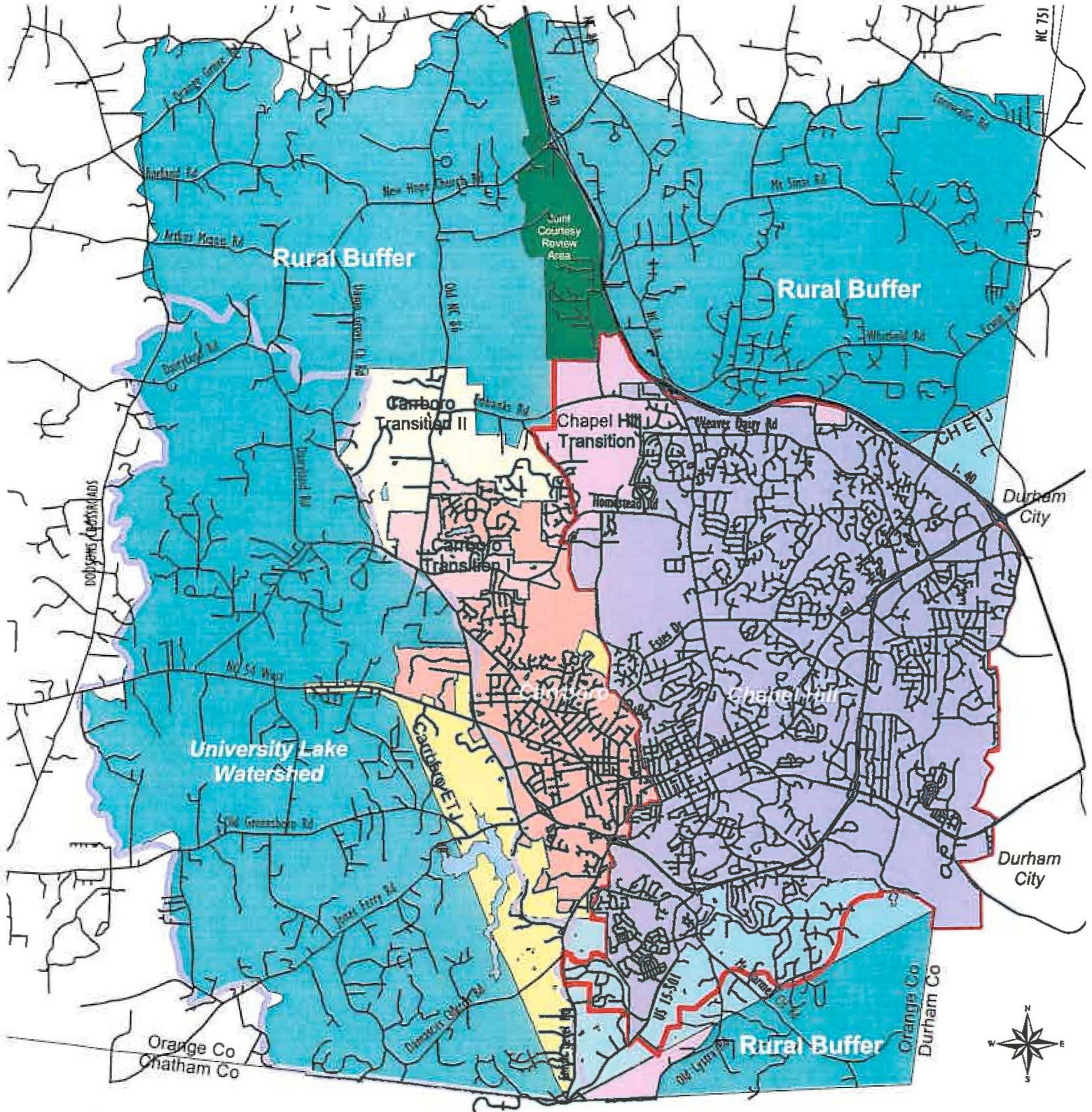
6. Imminent health hazard declaration: all categories of Interest Areas;

7. premises vacating: all categories of Interest Areas;

8. water buffaloes/bottled water: all categories of Interest Areas.

Appendix D Joint Planning Area Boundary Map

Attachment C-24



Chapel Hill Planning Areas

- Chapel Hill City Limits
- Chapel Hill ETJ
- Chapel Hill Urban Services Area

Carrboro Planning Areas

- Carrboro City Limits
- Carrboro ETJ

Orange County, Chapel Hill, Carrboro Joint Planning Agreement (JPA)

- Carrboro Transition I
- Carrboro Transition II
- Chapel Hill Transition Areas
- Rural Buffer, Orange County
- Joint Courtesy Review Area
- University Lake Watershed

2,000 0 2,000 4,000
Feet

Map prepared by
Orange County Planning
February 18, 2004

Appendix E

Comprehensive Plan Land Use Maps for all Orange County local governments, and of Chatham County

Land Use Maps for the following local governments follow:

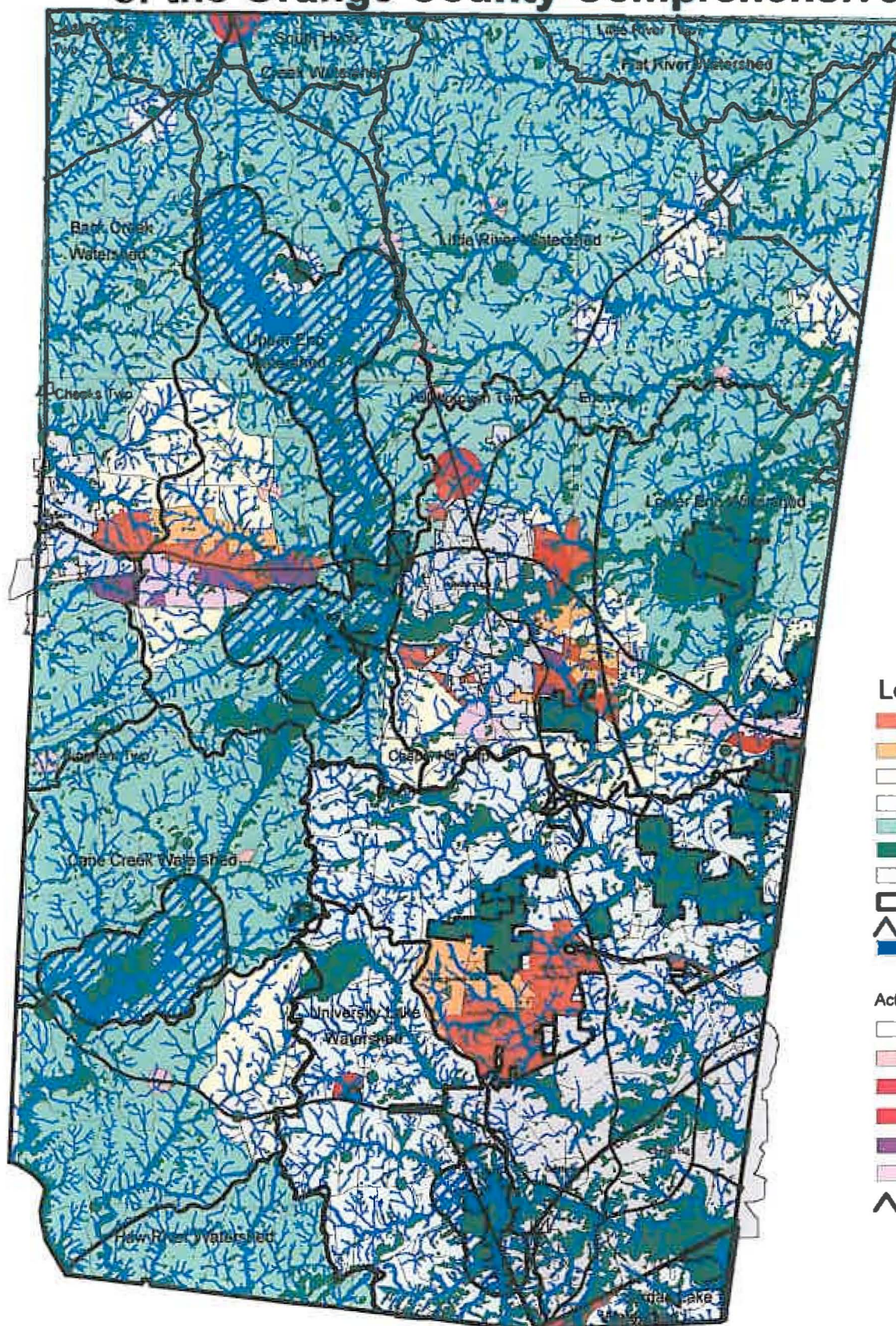
- **Orange County**
- **Chapel Hill**
- **Hillsborough**

Land Use Maps are not available for the following local governments and Zoning Maps are substituted:

- **Carrboro**
- **Chatham County**

LAND USE ELEMENT

of the Orange County Comprehensive Plan



Original Adoption Date: 9-8-81
Amended through: 6-29-00



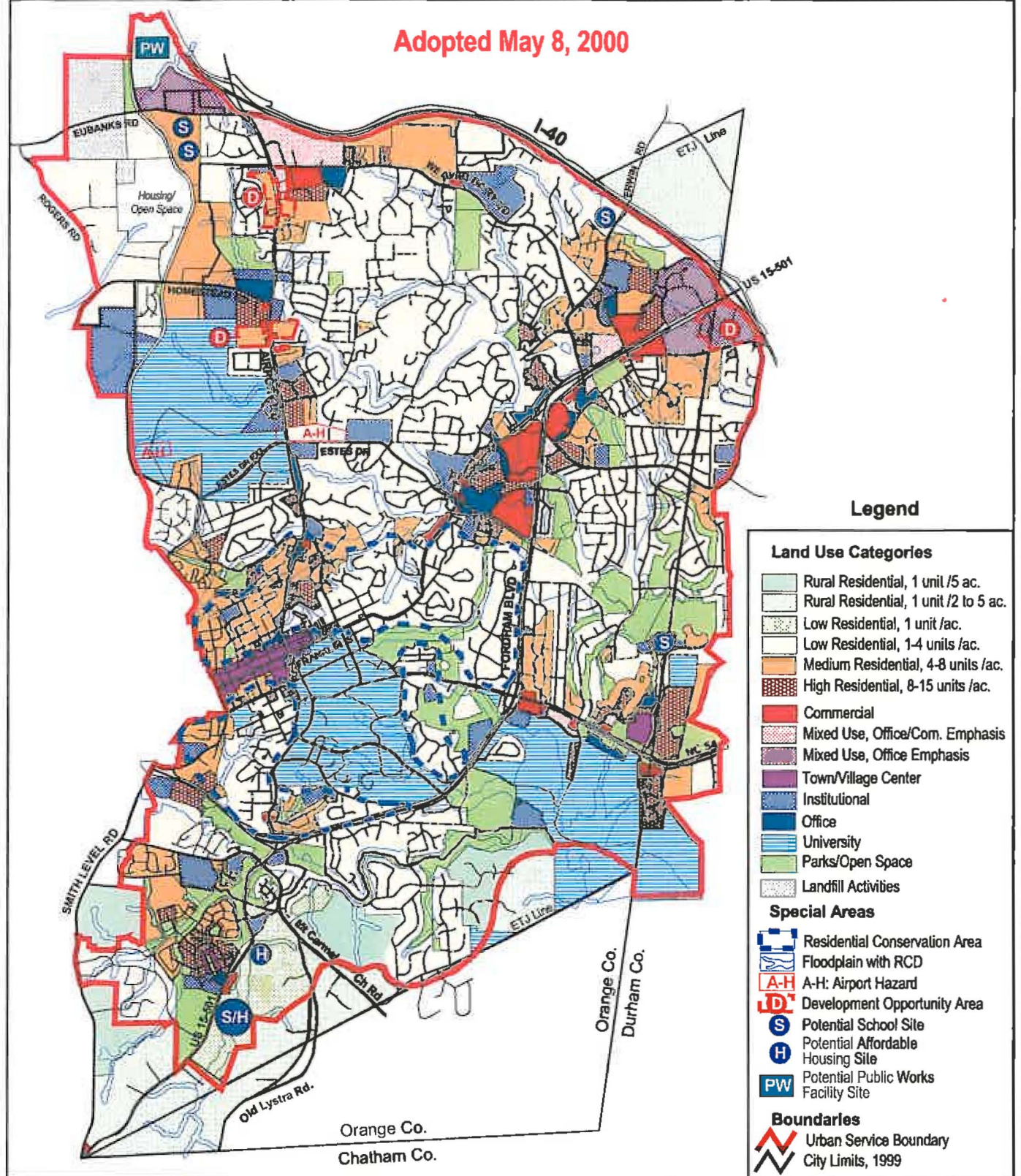
Legend:

- 10 year transition
- 20 year transition
- Rural Residential
- Rural Buffer
- Agricultural Residential
- Resource Protection Areas
- Municipal Jurisdictions
- Public Interest Areas
- Water Supply Watersheds
- Watershed Critical Areas

Activity Nodes

- Rural Community Node
- Rural Neighborhood Node
- Rural Industrial Node
- Commercial Node
- Commercial/Industrial Node
- Economic Development
- OC/CH/CA Joint Planning Area

Adopted May 8, 2000



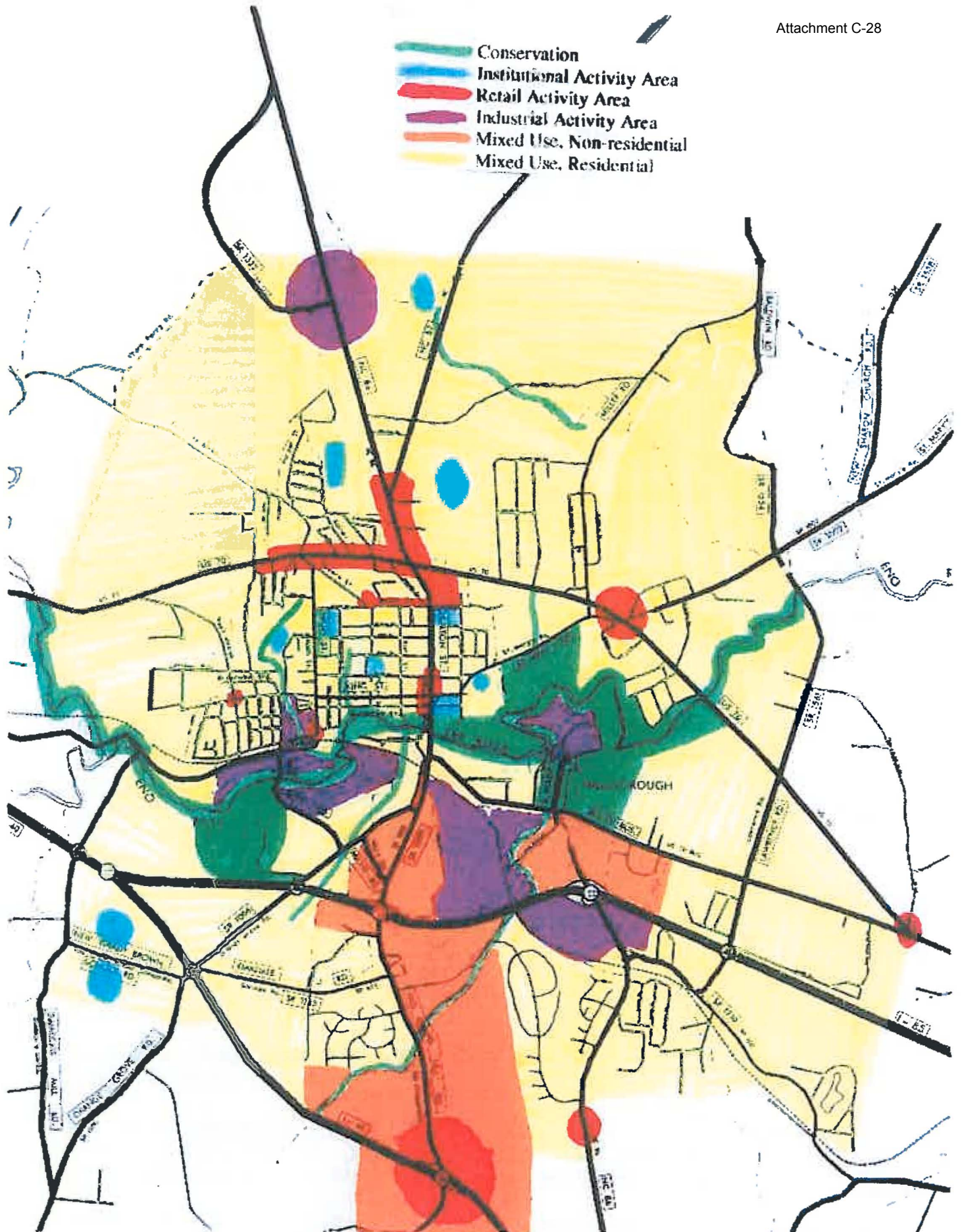
0.5 0 0.5 1 Miles

The Land Use Plan

Comprehensive Plan

Chapel Hill, North Carolina

Revised Nov. 13, 2000



Future Land Use Map

From: *Revised Vision 2010 Town of Hillsborough Comprehensive Plan, Adopted March 13, 2000*

Carrboro Zoning and Development

Legend

Current Development

- Conditional Use Permit
- Special Use Permit
- Zoning Permit

- Carrboro City Limit
- Planning Jurisdiction Boundary

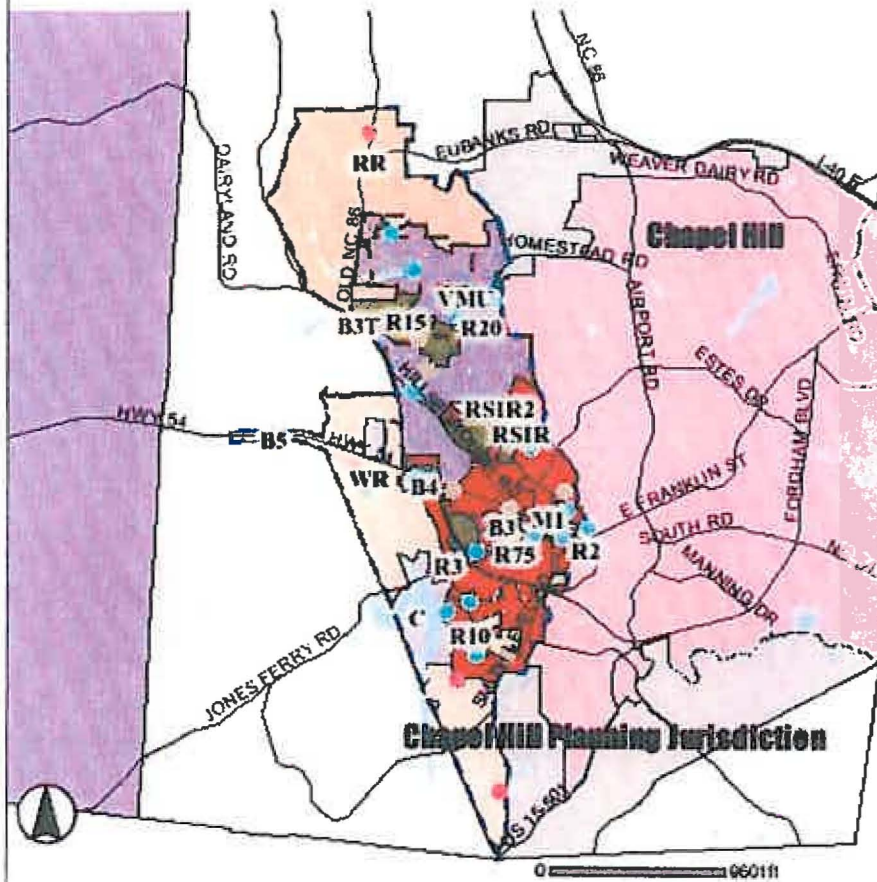
Water Bodies

Carrboro Zoning

- DIC
- DIG
- D2
- D3
- D3T
- D4
- D5
- C
- CT
- EAT
- JLWP
- M1
- MPO
- O
- CA
- R10
- R15
- R2
- R20
- R3
- R75
- RHDC
- RR
- RS/R
- RS/R2
- VMJ
- WMJ
- WR

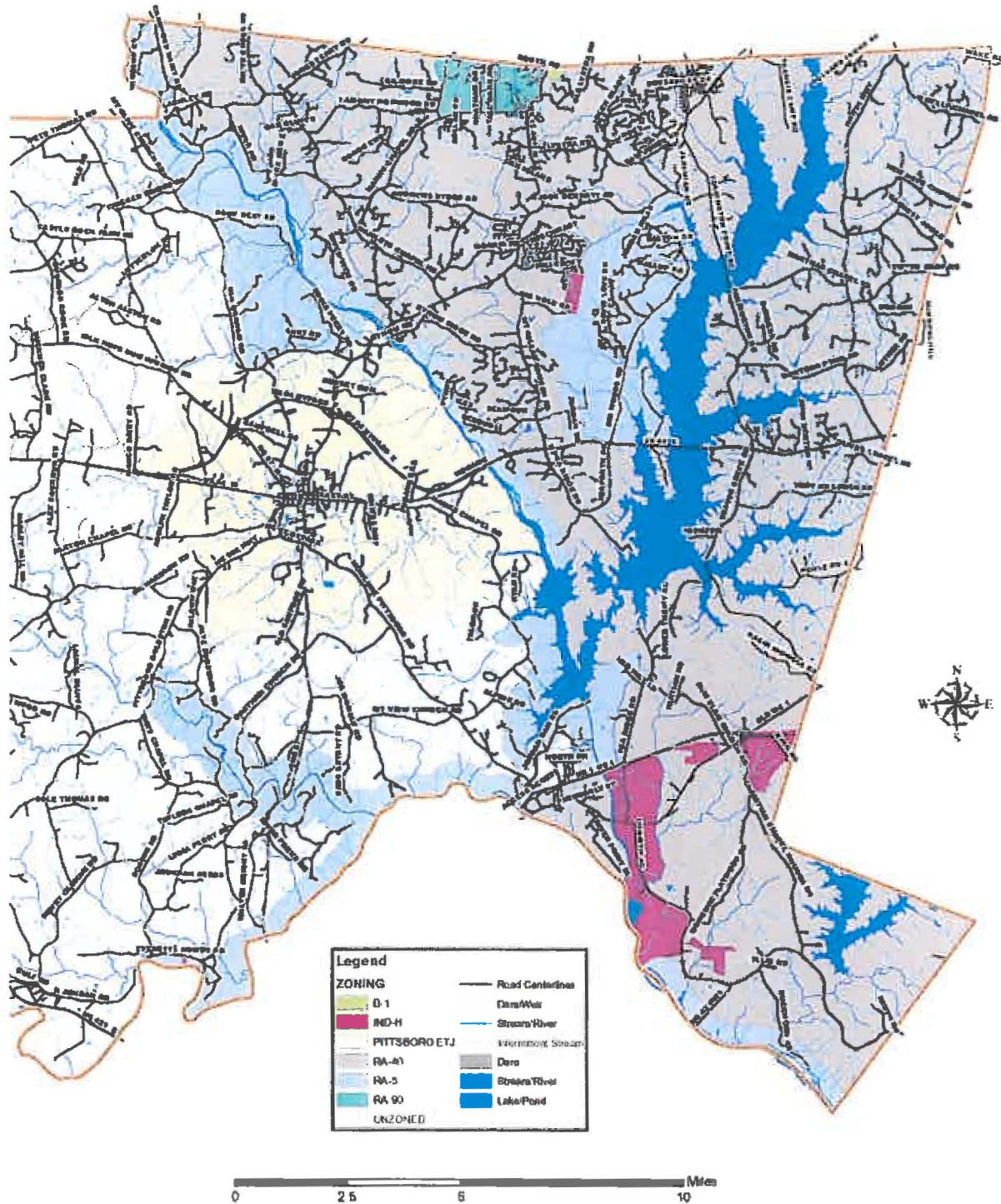
Boundaries

- BT
- CCL
- CGT
- CHC
- CHP
- CHT
- CKT
- ET
- ETJ
- HBT
- LRT
- TA1
- TA2



Chatham County

MAJOR ZONING DISTRICTS



Town of Hillsborough Existing Water Service Outside of Primary Service Area - Appendix F

Attachment C-31

