

# Agenda

## Board of Commissioners Regular Meeting

7:00 PM March 13, 2023

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

This meeting will be live streamed on the

[Town of Hillsborough YouTube channel](#)



### 1. Public charge

The Hillsborough Board of Commissioners pledges to the community of Hillsborough its respect. The board asks community members to conduct themselves in a respectful, courteous manner with the board and with fellow community members. At any time should any member of the board or attendee fail to observe this public charge, the mayor or the mayor's designee will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the mayor or mayor's designee will recess the meeting until such time that a genuine commitment to the public charge is observed.

### 2. Audience comments not related to the printed agenda

### 3. Agenda changes and approval

### 4. Presentations

[A.](#) Orange County Partnership to End Homelessness Presentation and Annual Report

### 5. Appointments

[A.](#) Water and Sewer Advisory Committee – Appointment of Mohisin “Mo” Rasheed to fill vacancy for a term expiring March 13, 2027

### 6. Items for decision – consent agenda

[A.](#) Minutes

- Regular meeting Feb. 13, 2023
- Regular meeting closed session Feb. 13, 2023
- Special meeting Feb. 27, 2023
- Work session Feb. 27, 2023
- Work session closed session Feb. 27, 2023

[B.](#) Miscellaneous budget amendments and transfers

[C.](#) Revisions to Appendix F of Town Code of Ordinances: Technical Specifications for Water and Sewer Systems

[D.](#) Unified Development Ordinance text amendment – Section 6.7.10 Roof Pitch

[E.](#) Unified Development Ordinance text amendment – Adding Brewery and Micro-Brewery as land uses

[F.](#) Water and Sewer Extension Contract (WSEC) for Research Triangle Logistics Park (RTLTP)

[G.](#) Resolution to Authorize the Mayor to Execute a Memorandum of Understanding Creating the Intergovernmental Climate Council of Orange County

[H.](#) Classification and pay amendment

### 7. Items for decision - regular agenda

[A.](#) General use rezoning: 1509 Orange Grove Rd. (PIN 9864924639); R-10 to Multifamily

[B.](#) Hot topics for work session March 27, 2023

101 E. Orange St., PO Box 429, Hillsborough NC 27278  
919-732-1270 | [www.hillsboroughnc.gov](http://www.hillsboroughnc.gov) | @HillsboroughGov

**8. Updates**

- A. Board members
- B. Town manager
- C. Staff (written reports in agenda packet)

**9. Adjournment**

Interpreter services or special sound equipment for compliance with the Americans with Disabilities Act is available on request. If you are disabled and need assistance with reasonable accommodations, call the Town Clerk's Office at 919-296-9443 a minimum of one business day in advance of the meeting.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Community Services  
Agenda Section: Presentations  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Assistant Town Manager Matt Efird

#### ITEM TO BE CONSIDERED

**Subject:** Orange County Partnership to End Homelessness Presentation and Annual Report

**Attachments:**

1. Presentation slides
2. 2022 Report
3. Update to Homeless Systems Gaps Analysis

**Summary:**

The Orange County Partnership to End Homelessness (OCPEH) was created in 2008 to coordinate funding and activities to end homelessness in Orange County. Homeless Programs Manager Rachel Waltz will present the 2022 Annual Report highlighting the current status of homelessness.

**Financial impacts:**

N/A

**Staff recommendation and comments:**

None.

**Action requested:**

Receive report.



Orange County  
Partnership to  
End Homelessness

Hillsborough Board of Commissioners

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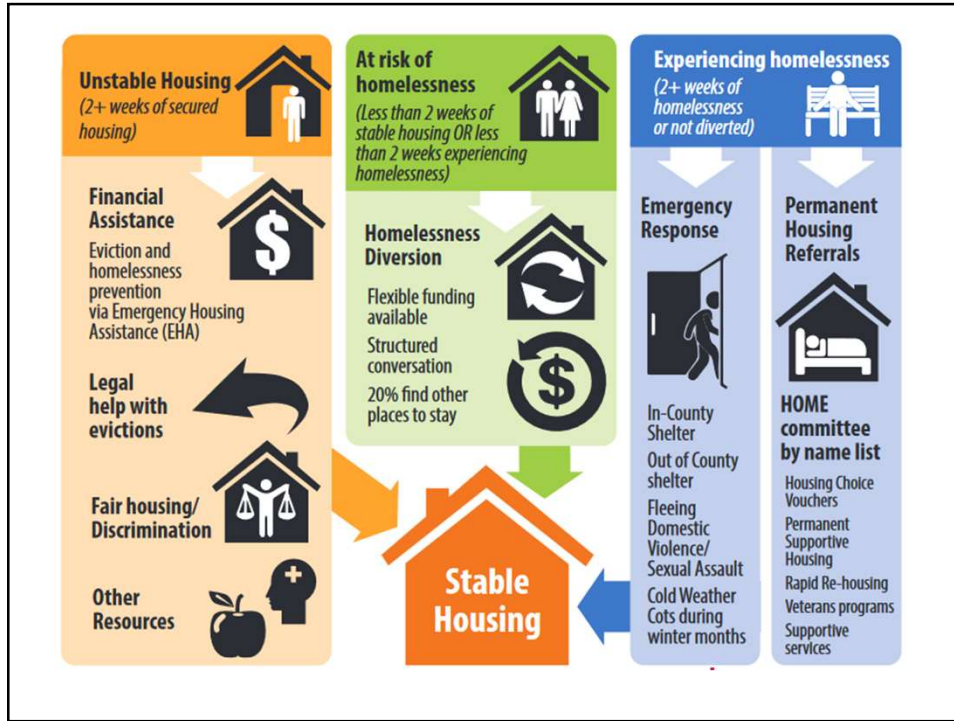
March 13, 2023

1

What do housing crises look like?



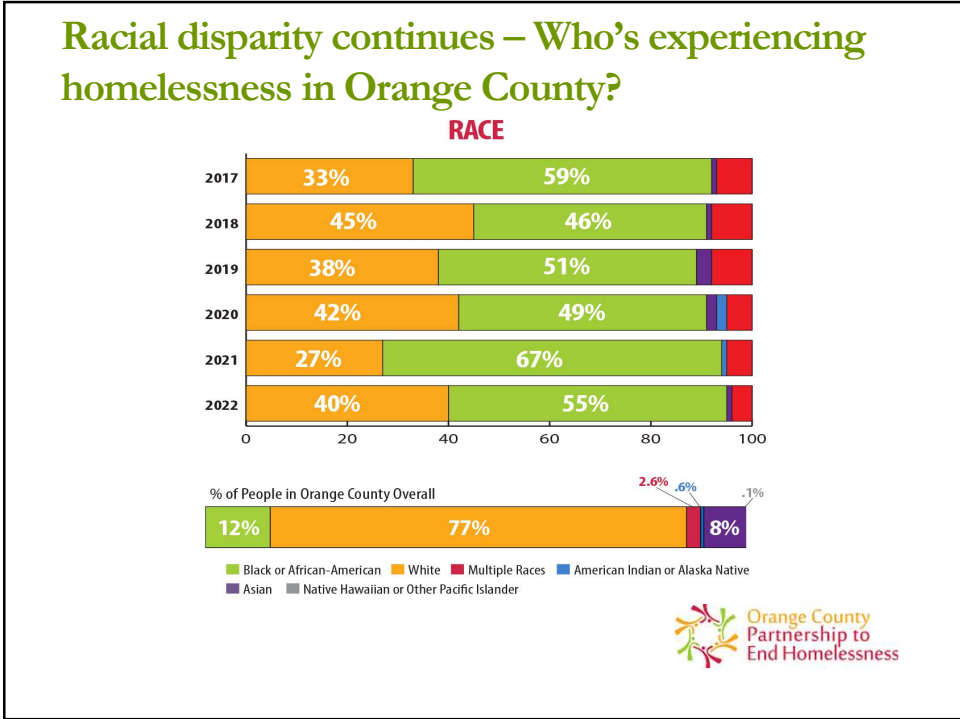
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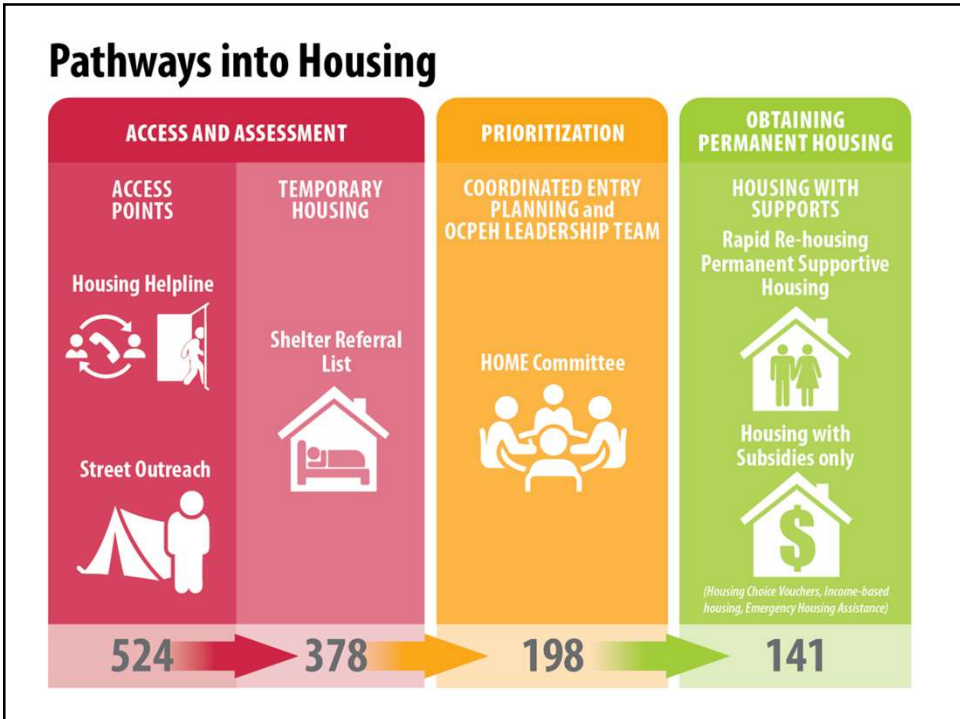
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6

## Everyone has a Role



- **Street Outreach**

- Served 124 people
- 64% male-identified; 34% female-identified
- 50% Black/AA; 35% white
- 48% living with MH; 36% Physical disability
- 31% earn \$1000+ monthly



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## Everyone has a Role



- **Rapid Re-housing**

- Served 45 Households
- 61% male-identified; 39% female-identified
- 59% Black/AA; 33% white
- 64% living with 1+ health conditions (MH, Physical, Chronic health)
- 50% have no income at entry



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## Everyone has a Role

- **Permanent Supportive Housing**

- Served 19 Households
- 50% male-identified; 50% female-identified
- 40% Black/AA; 40% white
- 70% living with 1+ health conditions (MH, Physical, Chronic health)
- 41% have no income at entry



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## Successes



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## Increasing Access

- Adding access sites
- Adding Street Outreach staff
- Coordinating across sectors



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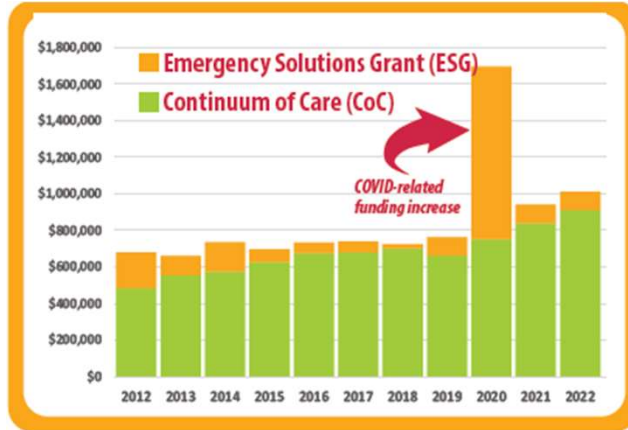
## Increasing Collaboration

- Bringing more partners to the table
- Improved processes for feedback from People With Lived Experience
- Cross-CoC pilot to improve Housing First programs



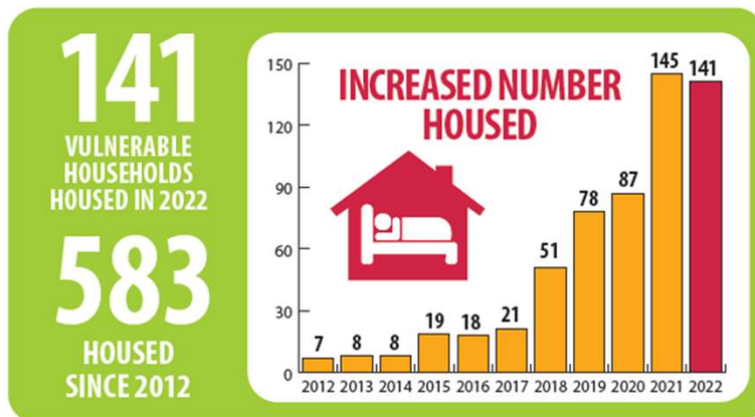
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## Increasing resources – Applied for over \$1 million in HUD homeless funds in 2022



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## Increasing Housing



14

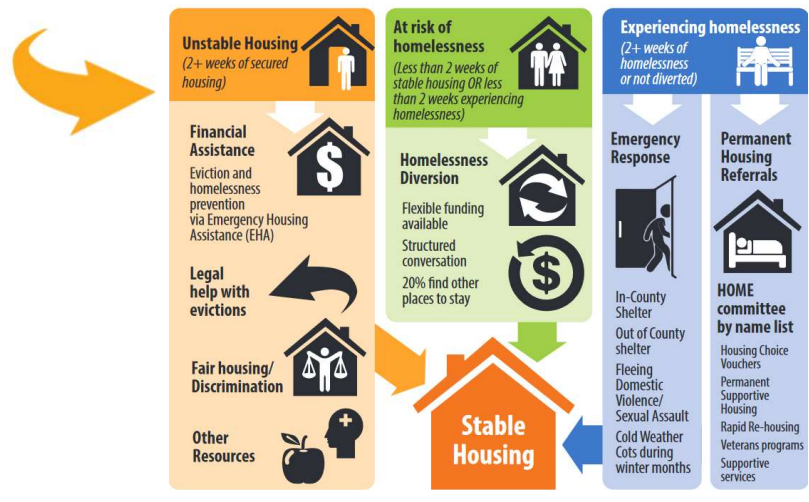
# The Path Forward



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## We can end homelessness in Orange County

- Other communities are doing this/have done it
- What it would look like



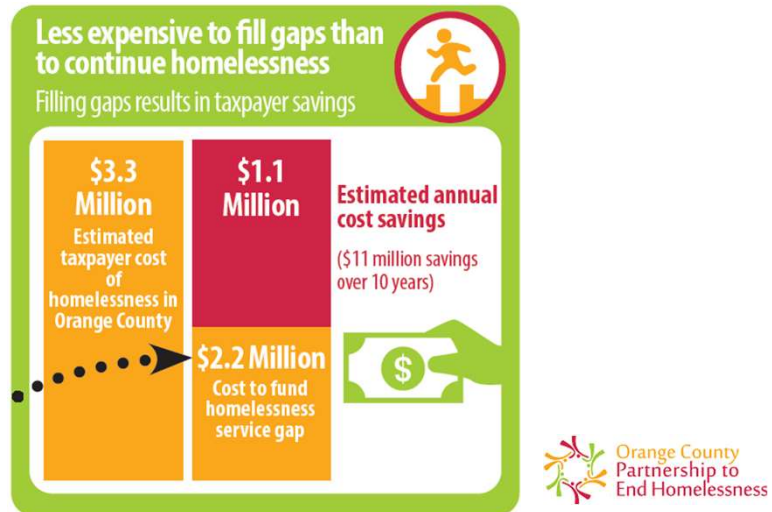
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## We can end homelessness by filling the homeless system gaps



17

## It is less expensive to fill gaps than to continue homelessness



18

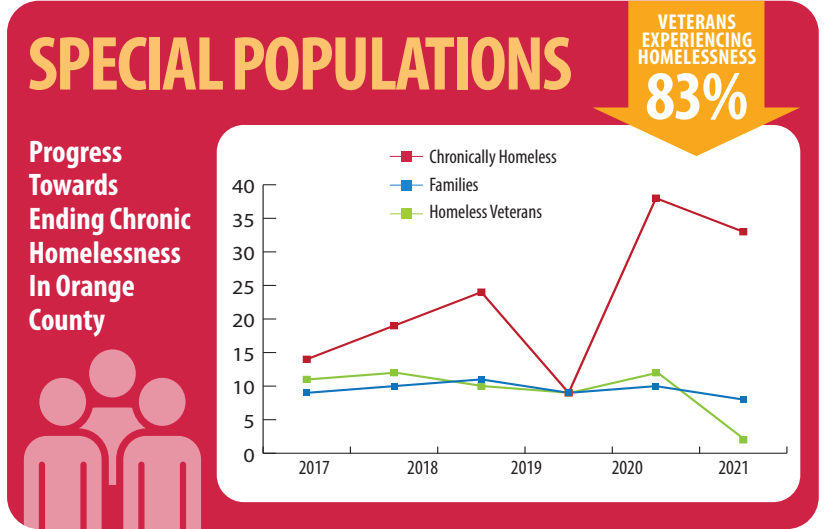
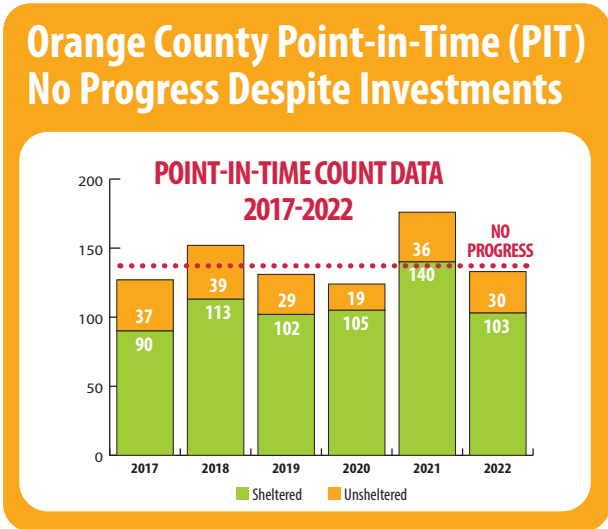
## Please let me know how I can help

- Rachel Waltz
- [rwaltz@orangecountync.gov](mailto:rwaltz@orangecountync.gov)
- 919.245.2496

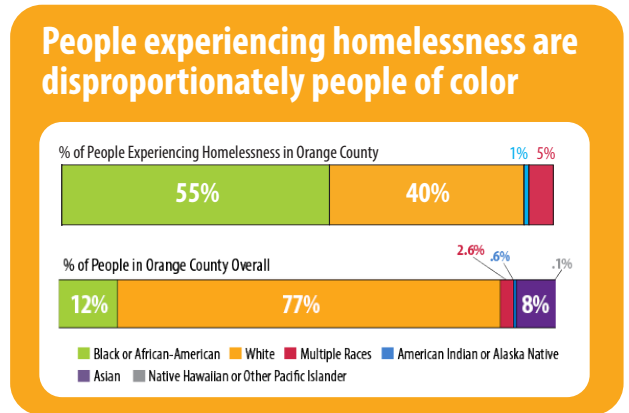


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## Number of People Experiencing Homelessness Remains Steady - Homeless System Gaps Remain



**133** PEOPLE IN ORANGE COUNTY EXPERIENCED HOMELESSNESS ON ONE NIGHT



### We can end homelessness by closing the 15 current system gaps.

GAPS		
	<b>HOUSING</b>	Income-Based Rental Units Housing Locator Furniture and Household goods Rapid Re-Housing Landlord Incentives Youth Housing Permanent Supportive Housing
	<b>SERVICES – TEMP. HOUSING</b>	Accessible, housing-focused shelter Medical Respite Beds Bridge Housing
	<b>SERVICES – CONNECTIONS</b>	Housing Helpline staffing Integrated Service Center Crisis/Diversion Facility
	<b>SERVICES – DIGNITY</b>	24 hour bathrooms Memorial Service Funding

**An additional \$2.2 million needed annually for gap funding**

### Less expensive to fill gaps than to continue homelessness

Filling gaps results in taxpayer savings

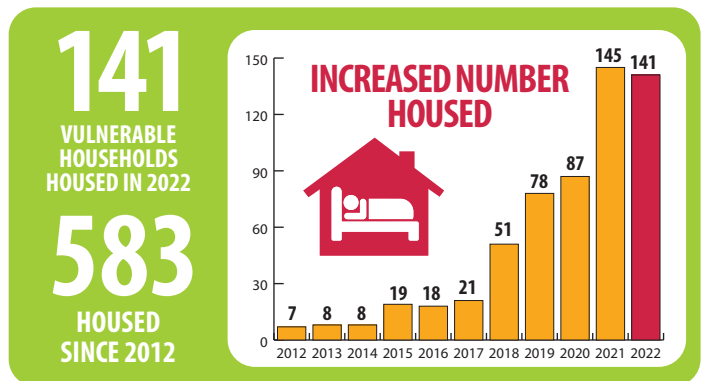
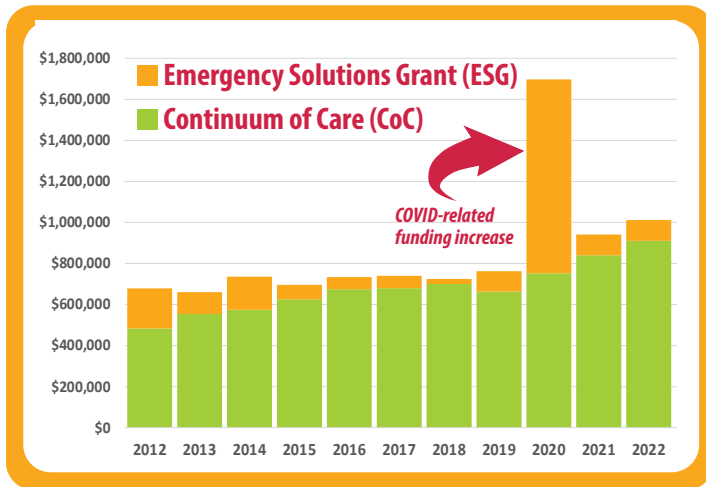
**\$3.3 Million** Estimated taxpayer cost of homelessness in Orange County

**\$1.1 Million** Estimated annual cost savings (\$11 million savings over 10 years)

**\$2.2 Million** Cost to fund homelessness service gap

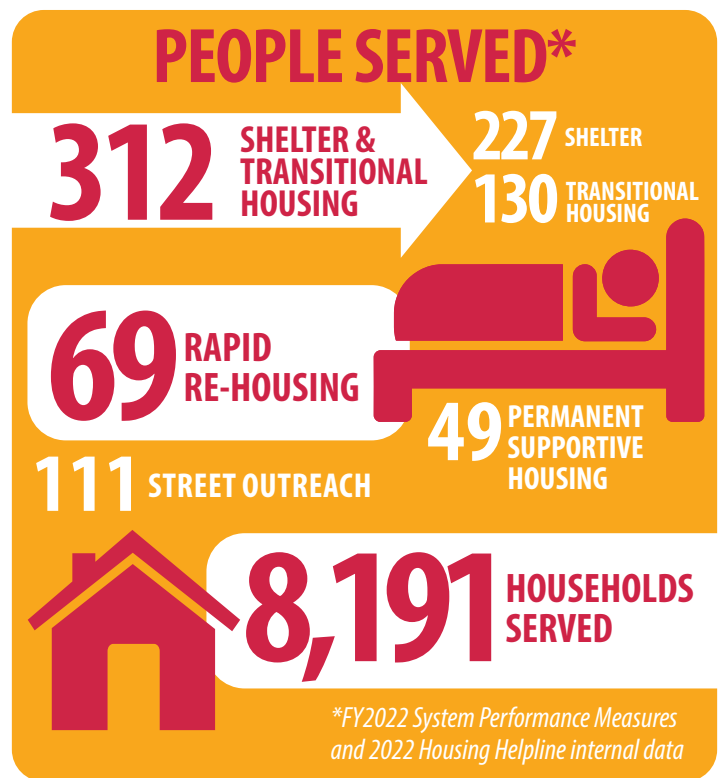
For more information about homelessness in Orange County, contact **Rachel Waltz**, [rwaltz@orangecountyinc.gov](mailto:rwaltz@orangecountyinc.gov), (919) 245-2490

# 2022 REPORT



**\$1,012,123**  
FEDERAL FUNDING PREVIEWED IN 2022

**\$13.9 MILLION**  
SINCE 2005



DIRECT SERVICE PROGRAMS	DESCRIPTION
 <b>Housing Helpline</b>	Coordinated entry point for people seeking housing and homeless services
 <b>Housing Access Coordinator</b>	Working with landlords to make units available for people at very low incomes
 <b>Rapid Re-housing</b>	Short-term rental assistance and services
 <b>Homelessness Prevention/Housing Stabilization</b>	Supportive service to prevent homelessness and bring housing stabilization
 <b>Street Outreach, Harm Reduction &amp; Deflection</b> <i>Partnership with OC Criminal Justice Resource Department</i>	Connections to housing and services for people living unsheltered

**NEED HELP?**

Contact the **Housing Helpline** at  
**919-245-2655** or **housinghelp@orangecountync.gov** or visit the online resource database: **www.occonnect.info**

For more information about homelessness in Orange County, contact **Rachel Waltz**, [rwaltz@orangecountync.gov](mailto:rwaltz@orangecountync.gov), (919) 245-2490

**EXECUTIVE SUMMARY**

Orange County has made great strides in filling gaps in the homeless service system over the past three years. Service providers and local governments have significantly expanded programs and services to address the needs of people at-risk of and experiencing homelessness. Community members and other funders have also stepped up to finance new and expanded programs.

At the same time, **demand for homelessness prevention, services, and housing has also increased.** The COVID global pandemic exposed existing inequality and overwhelmed existing supports and systems. **There are currently seventeen gaps to be filled to meet the current need and end homelessness in Orange County.**

Filling the gaps will provide the right mix of client-centered and evidenced-based programs which will in turn result in **homelessness in our community becoming rare, brief and one-time.**

<b>Gap</b>	<b>Community Priority (1-6)</b>
<b>HOUSING</b>	
Income Based Rental Units	1.62
Rapid Re-housing	2.08
DV Rapid Re-housing	NEW
Permanent Supportive Housing	1.31
Youth Housing	2.38
Landlord Incentives	2.92
Housing Locator	2.15
Furniture and Household Goods	2.62
<b>SERVICES – TEMP HOUSING</b>	
Accessible, housing-focused shelter	1.77
DV emergency shelter	NEW
Medical Respite Beds	1.46
Bridge Housing	2.00
<b>SERVICES - CONNECTIONS</b>	
Housing Helpline staffing	2.69
Crisis/Diversion facility	2.00
Integrated Service Center	2.15
<b>SERVICES - DIGNITY</b>	
24 hour bathrooms	1.85
Memorial service funding	2.31



## GAP DETAILS

### FILLED GAPS

Since the first homeless system gaps analysis in 2017, four gaps have been filled.

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Housing Access Coordinator</b>	Position moved from CEF to Orange County	FILLED	Funded via OC Partnership to End Homelessness budget (local governments)	Continued program
<p><b>Program Description:</b> The Housing Access Coordinator (HAC) position originated at the Community Empowerment Fund (CEF) in 2018 and moved to Orange County housing in 2020. This position works with landlords and property management staff to recruit existing housing units in our community to use Housing Choice Vouchers (Section 8) as well as other housing vouchers like Rapid Re-housing and veterans programs. This position has a limited capacity to also work with people in housing search. The HAC would work closely and directly with the Housing Locator position, which is a current Housing Gap to be filled.</p>				
Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Homelessness Diversion Funding</b>	\$13,000 in diversion funding provided by Carolina Homelessness Prevention Initiative (CHPI)	FILLED	Ongoing CHPI leadership development and funding continuing Funded via CHPI (nonprofit)	Continued program
<p><b>Program Description:</b> Homelessness diversion funding is flexible funding that allows people to find safe alternatives to emergency shelter. Orange County has reduced the number of people entering the homeless system through flexible diversion funds provided by the Carolina Homelessness Prevention Initiative (CHPI) as well as effective utilization of Emergency Housing Assistance and the Eviction Diversion program. CHPI was started by a group of undergraduate students at UNC who wanted to help people experiencing homelessness. After conversations with service providers and OCPEH staff, CHPI decided to tackle homelessness diversion, a gap at that time. CHPI has a system of ongoing member recruitment and leadership development to ensure ongoing continuation of this completely student-led and operated 501(c)3 nonprofit organization.</p>				
Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Street Outreach</b>	Program started October 2020, 3 FTE (1 clinical coordinator + 2 peer support navigators) currently fully staffed at 1 clinical coordinator + 3 peer support navigators - <a href="http://ocpehnc.com/street-outreach">ocpehnc.com/street-outreach</a>	FILLED THROUGH JUNE 2022	Funded initially via Emergency Solutions Grant COVID funding (Oct 2020 – November 2021); Orange County providing continuation funding with American Rescue Plan (ARP) Ongoing funded secured via OC Partnership to End Homelessness budget (local governments)	Continued program



Orange County has made significant progress on filling some system gaps, there is also more work to be done. Here is the current status with some gaps added from previous editions of the Gaps Analysis.

**CURRENT GAPS: HOUSING**

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Income-based rental housing</b>	Some units available in the community from Town/County subsidies and HUD subsidies, with majority of referrals not coming through Coordinated Entry; There has been a significant expansion in the availability of Housing Choice Vouchers (HCV) since Oct 2020 with 100% of vouchers available through coordinated entry	PARTIALLY FILLED	Progress has been made with Master Leasing and development of new income-based units but barriers exist in the application process that exacerbate the lack of affordable housing options for people with criminal justice backgrounds and eviction histories resulting in longer time homeless for our most vulnerable community members	9,553 households are currently “rent burdened” meaning they spend more than 30% of their income on housing costs; At any given time, there are 3x more households experiencing homelessness than the maximum number of LITHC units to be developed
<p><b>Program Description:</b> Having an adequate supply of housing that people can afford is one of the key drivers of ending homelessness. People are less likely to become homeless if they are not rent burdened and more likely to exit homelessness faster if they can find housing that is affordable. Income based rental housing uses household income to determine amount of rent paid by clients.</p> <p><b>Program Budget:</b> Average subsidy/unit has increased drastically with increased construction costs and interest rates. The current average subsidy for new unit development is \$80,000 per unit</p>				

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Expanded Rapid Re-Housing</b>	Best practice program started April 2020, as of December 2022 have 4 FTE case managers	PARTIALLY FILLED	Best practice program funded via combination of Emergency Solutions Grant COVID (ESG-CV) funds, ESG, Continuum of Care (CoC) funds, HOME funds for Tenant Based Rental Assistance, and County	\$574,660 additional annual funding

			Maintenance of Effort (MOE) funding; Program targeted long-term shelter stayers, plus others on HOME Committee list; Need funding for a total of 6 case managers plus client financial assistance to serve 180 households per year (30 per case manager per year)	
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**Program Description:** Rapid Re-housing provides a flexible mix of short to mid--term rental assistance and case management with services provided in a trauma-informed, client-centered manner. As of December 2022, there are over 180 households each month who are connected to service providers and in need of permanent housing, almost all of whom would be well served by Rapid Re-housing.

<b>Program Budget:</b>	
Salary & benefits for 6 case managers	\$400,360
Expected ESG funding for RRH services	(\$ 40,500)
FY21 CoC funding for RRH services	(\$ 147,200)
MOE funding for RRH services	(\$ 70,000)
SUBTOTAL - case manager funding needed	\$142,660
Client financial assistance \$1200/household/month x 12 months x 6 case managers	\$1,296,000
HOME funds for Tenant Based Rental Assistance	(\$ 864,000)
SUBTOTAL – rental assistance needed	\$ 432,000

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Expanded DV Rapid Re-Housing</b>	\$120,000 annually of Victim of Crime Act Funds between Oct 2018-2022.  \$107,208 in CoC funds for DV Housing Coordinator and rental assistance starting January 2023	PARTIALLY FILLED	FY21 CoC funds provides rental assistance for four households and part of the DV Housing Coordinator’s supportive services	\$95,000 annually – rental assistance to support all participants on the DV Coordinator’s caseload

**Program Description:** Rapid Re-housing provides a flexible mix of short-term rental assistance and case management with services provided in a trauma-informed, client-centered manner. DV Housing Coordinator can provide services for up to 12 clients at one time. Additional rental assistance dollars would maximize the number of survivors the Coordinator can serve.

**Program Budget:** TBD

Gap	Progress since June 2019	Status	Notes	Needed to Fill		
<b>Permanent Supportive Housing (PSH)</b>	1 program currently serves Orange County: IFC ; Other PSH was reallocated due to poor performance	PARTIALLY FILLED	Need additional funding for program expansion, helpful to identify non-HUD source for services funding to serve as match for CoC-funded PSH	\$200,000		
<p><b>Program Description:</b> Permanent Supportive Housing (PSH) serves people experiencing chronic homelessness, providing housing subsidy and case management. The Inter-Faith Council for Social Service (IFC) is requesting funds for 3 FTE case managers to allow expansion of best practice PSH program. The current program cannot expand due to the need for match funding. The program currently has 2 FTEs funded by Continuum of Care (CoC) funding. Providing local funding for PSH services would allow the CoC dollars to be used for rental assistance, and adding another FTE case manager (3 total) would provide the staff capacity needed to administer additional rental assistance from reallocated CoC funds. Permanent Supportive Housing demand has been exacerbated by COVID, from an average of about 25 households per month in February 2020 who are experiencing chronic homelessness and have high service needs to about 40 households per month in September 2021. There has been one program referral to PSH in the past two years because current programs are full.</p>						
<p><b>Program Budget:</b></p> <table> <tr> <td>Salary &amp; benefits for 3 case managers + IFC overhead</td> <td>\$200,000</td> </tr> </table>					Salary & benefits for 3 case managers + IFC overhead	\$200,000
Salary & benefits for 3 case managers + IFC overhead	\$200,000					

Gap	Progress since June 2019	Status	Notes	Needed to Fill															
<b>Youth Housing Program</b>	Program that served Durham revamped to adopt Rapid Re-housing model; LGBTQ Center was awarded \$284,771 in CoC funds in the FY2021 competition	PARTIALLY FILLED	Need program expansion funding to cover youth in Orange County	TBD															
<p><b>Program Description:</b> Funding LGBTQ Center of Durham for housing, therapy, and case management for youth (age 18-24) exiting homelessness in Orange County; program serves both LGBTQ and non-LGBTQ youth. The Center completely revamped their youth housing program in response to COVID - changing from a host home program model to rapid re-housing inclusive of rental assistance and services.</p>																			
<p><b>Program Budget:</b></p> <table> <tr> <td>Staff Salaries</td> <td>1/3 Program Director and Case Manager</td> <td>\$33,997</td> </tr> <tr> <td>Therapy Services</td> <td>Contract services with mental health service providers</td> <td>\$36,663</td> </tr> <tr> <td>Housing</td> <td>\$1000/month for 7 clients for 12 months</td> <td>\$84,000</td> </tr> <tr> <td>Admin and overhead</td> <td></td> <td>\$ 7,500</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td><b>\$162,160</b></td> </tr> </table>					Staff Salaries	1/3 Program Director and Case Manager	\$33,997	Therapy Services	Contract services with mental health service providers	\$36,663	Housing	\$1000/month for 7 clients for 12 months	\$84,000	Admin and overhead		\$ 7,500	<b>TOTAL</b>		<b>\$162,160</b>
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Admin and overhead		\$ 7,500																	
<b>TOTAL</b>		<b>\$162,160</b>																	

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Sustained funding for Landlord Incentive Program (LIP)</b>	Implemented LIP in April 2020 ( <a href="#">flyer</a> ) to increase units available for people exiting homelessness and people with Housing Choice Vouchers, funded with CARES Act, HCV funds, and County ARP funds	PARTIALLY FILLED	Funded with County American Rescue Plan (ARP) funds	\$200,000 annually for 200 units
<b>Program Description:</b> The Landlord Incentive program provides landlords with \$1000 signing bonus for new leases and \$500 for renewing leases for Housing Choice Voucher participants and participants in other programs like Rapid Re-housing, veterans programs, and for clients working with the Local Reentry Council and Compass Center. The County has funded LIP with ARP funds currently. LIP is managed by the Housing Access Coordinator. COVID eviction moratorium created stagnation in unit turnover -- providing Landlord Incentives for new and renewing leases has proven an effective strategy during COVID to create unit availability for people with Housing Choice and other vouchers.				
<b>Program Budget:</b>				
100 new leases, \$1000 each		\$100,000		
200 renewal leases, \$500 each		\$100,000		
TOTAL		\$200,000		

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Furniture and household goods</b>	Orange County used state CARES Act funding for a furniture and household goods program in November 2020 – over 71 households applied in a 6 week period, of whom 39 were funded an average of \$800	PARTIALLY FILLED	The Furniture Program, St. Thomas More’s Caring and Sharing Center, and CommunityWorx thrift store offer some options for furniture and household goods for people entering housing. Gaps remain for returning clients, clients in Ashley Forest, and to meet community-wide need for all people exiting homelessness	\$160,000
<b>Program Description:</b> People exiting homelessness often have little to no furniture or the other things needed to create a home, like linens, dishes, and cleaning supplies. Having items to make a housing unit livable and comfortable contribute greatly to housing stability. A best-practice program design would allow for a great deal of flexibility and client choice in allowing people to pick both what they need and what they would like for their homes. Orange County is on track to house over 160 households in 2022, the project budget estimates for 200 households understanding some do not come through the HOME Committee. The project budget estimates \$800 per household,				

understanding some people will be fully or partially served by existing community programs, but that gaps remain.

**Program Budget:**

200 households per year, \$800 each

\$160,000

**CURRENT GAPS: SERVICES – TEMP. HOUSING**

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Accessible, Housing-Focused Shelter</b>	Noncongregate shelter program at local hotel funded by FEMA May 2020 – June 2021, COVID isolation non-congregate shelter available December 2021 – August 2022 and expanded Cold Weather non-congregate shelter available January – March 2022 was provided with County funds	PARTIALLY FILLED	Changes to the Chapel Hill Good Neighbor Plan are needed to allow IFC to implement best practice, low barrier approach and Emergency Shelter designation at IFC Community House; IFC also needs increased staffing to provide low barrier shelter	\$194,700 (revising Good Neighbor Plan) to \$3.17 million (building new shelter)
<p><b>Program Description:</b> HUD recommends that emergency homeless shelters are accessible with low barriers to entry. Currently there is no same-night shelter availability in Orange County – people wait days, weeks, or months to enter and the wait time is highly variable. HUD further recommends that shelters are fully integrated into a housing-focused homeless service system. Stipulations in the current Good Neighbor Plan (GNP) agreement between shelter operator IFC and the neighbors of the men’s shelter, Community House regarding the designation and programming at IFC Community House do not allow this currently. OCPEH will partner with stakeholders and provide technical assistance regarding the current restrictions to try to determine a way forward – changing the GNP, building a new shelter, or other option(s).</p>				
<p><b>Program Budget:</b> TBD</p>				

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Accessible, Housing-Focused Domestic Violence Shelter</b>	Noncongregate shelter program funded by using fundraised dollars beginning in October 2020 - current	PARTIALLY FILLED	Current non-congregate shelter program uses a scattered site model and is comprised of three units. Amount needed to fill includes cost for 3 units with services and assumes the addition of 6 units with services	\$435,000 – annual cost for 9 units and supportive services

**Program Description:** Confidential Shelter for adults and children experiencing domestic violence is a persistent need in the community. Compass Center currently operates a scattered site shelter comprising of three units and refers survivors and their families to domestic violence or other types of shelters in other counties when the units are filled. Accessing safe housing near support networks is critical for survivors of domestic violence and is a key strategy to increase physical and psychological safety while reducing length of time homeless.

Note: The cost here will not meet the entire need, but is an estimate of the number of units that could be sustainable using the current scattered site model. Compass Center would like to engage in a mixed strategy method that includes sustained funds for rapid rehousing.

**Program Budget:** TBD

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Medical Respite Beds</b>	UNC Health is interested to pursue a pilot project providing lodging and per diem costs within Chapel Hill / Carrboro	UNFILLED	Explore community-based congregate versus scattered site models	Depends on the approach and whether a partner secures funds for operating costs; Cost savings to UNC Health will be significant

**Program Description:** Beds with low level medical care available for people discharging from hospital without a place to live, 2-6 week stays previewed for people who are able to complete their activities of daily living but need skilled care such as wound care or IV medicine administered. Currently these patients are long-term stayers at the hospital or discharged to homelessness – a medical respite program would free up needed hospital beds and also ensure people experiencing homelessness are getting needed care. The program will be designed to meet community need, connect people with community-based social work and occupational therapy, and particularly being able to serve target people with behavioral health issues and/or criminal justice involvement for additional support

**Program Budget:** TBD

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Bridge Housing</b>	Reentry House Plus opened summer 2021 to provide bridge housing to up to 3 participants at a time, plus a house manager who also has a history of incarceration	UNFILLED	Orange County Local Reentry Council (LRC) seeing 65 people exiting jail or prison per year needed an average of 60 nights stay	\$220,500



**Program Description:** There is a critical need for short-term, low barrier reentry housing and supporting services to help reentering individuals re-integrate into the community, especially during COVID. Bridge Housing funds allow for short-term supportive stabilization housing at hotels for up to 60 days for 55 reentering individuals per year and supportive services for 65 individuals through Reentry House Plus. Reentry House Plus has contracted with the SWIT (Success While in Transition) program run by individuals who themselves have reentered successfully to provide a month-long course and ongoing one-on-one case management and peer mentoring for these individuals in collaboration with our Local Reentry Council. Bridge Housing and support is an evidence-based best practice for ensuring stabilization and support for people reentering from incarceration, which has been identified as a [critical priority by U.S. Housing and Urban Development Secretary, Marcia Fudge](#).

**Program Budget:**

Hotels – 55 people per year, an average of 60 nights, \$55/night	\$181,500
Services – SWIT classes, \$600/person for 65 people	\$ 39,000
<b>TOTAL</b>	<b>\$220,500</b>

**CURRENT GAPS: SERVICES – CONNECTIONS**

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Housing Helpline Staffing</b>	Program moved to Orange County March 2020; expanded to full time hours (Monday-Friday, business hours) plus three days a week in-person in Chapel Hill/Carrboro as of July 2022 <a href="http://ocpehnc.com/housing-help">ocpehnc.com/housing-help</a>	PARTIALLY FILLED	Have ongoing funding for 2.5 FTE from Continuum of Care grant; one-time 12 month funding for .5 FTE from ESG-CV; one-time funding from Foundation for Health Leadership and Innovation for .5 FTE HH Team Lead, have funding for 4 temporary staff through June 2023	\$161,010 additional annual funding to add 2 FTE July 2023 and beyond

**Program Description:** The Orange County Housing Helpline is the centralized access point for people in housing crisis, including people who need to access emergency shelter, homelessness diversion, eviction diversion, and homelessness prevention including rent and utility assistance. Since launching in March 2020 through November 2022, Helpline staff serve approximately 600 households per month. Helpline staff offer assistance using a trauma-informed and client-centered approach. The increased volume of people in housing crisis due to COVID results in increased need for Housing Helpline staff to answer calls, emails, and provide in-person assistance to households less likely to have regular access to phone and email.

**Program Budget:**

Salary & benefits for 2 Coordinated Entry Housing Specialists	\$161,010
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Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Crisis Diversion Facility</b>	Orange County Behavioral Health Task Force subcommittee working since 2019 on program to divert people in behavioral health crises from jail and hospitals. Stakeholders are combining conversations about a Sobering Center with this project, The County has an RFP out for an Architect	UNFILLED	UNC Healthcare seeing 10-15 encounters/5 people per week presenting at Emergency Department (ED) without medical conditions beyond alcohol use; discussion of rolling detox/sobering space into long-term planning for best practice Crisis/Diversion Facility	Facility to receive people who can be diverted from jail or hospitals
<b>Program Description:</b> A Crisis Diversion Center would provide a therapeutic environment in which to resolve a presenting mental health or substance use crisis while facilitating connections to interdisciplinary supports				
<b>Program Budget:</b> TBD				

Gap	Progress since June 2019	Status	Notes	Needed to Fill
<b>Integrated Service Center</b>	IFC Commons opened January 2021 providing bathrooms, showers, and drop-in service navigation; CEF Hub providing appointment based supportive services	PARTIALLY FILLED	Continuing community conversations to explore additional service integration with IFC Commons	Budget TBD
<b>Program Description:</b> An integrated service center is a central location where people in housing crisis could access many different needed services including housing navigation, service connections, showers, lockers, medicine storage, medical care, and food. Services would be provided in a trauma-informed and client-centered manner. Behavioral Health Taskforce Day Center Workgroup has recommended the following positions to address people in crisis in early engagement with additional service connections: Harm Reduction Therapist and Harm Reduction Peer Support Specialist.				
<b>Program Budget:</b> TBD				

**CURRENT GAPS: SERVICES – DIGNITY**

Gap	Progress since June 2019	Status	Notes	Needed to Fill				
Memorial Service Funding	CEF held vigils in 2020 and 2022 for people that passed the previous year; community member expressed interest in setting up GoFundMe to establish funding	PARTIALLY FILLED – CEF has received a \$1500 grant from UNC	DSS can assist with cremation if person is unclaimed; can explore receiving discounted rate while allowing person to be claimed by community members; Quarterly community memorial services and on-call grief support	\$6000 annually				
<p><b>Program Description:</b> Many people experiencing or with lived experience of homelessness are also medically fragile. Several times each year members of our community pass away. Oftentimes this is followed by case managers having to scramble to assemble funding and resources needed for a memorial service. Service providers have requested our community to establish a fund to use in these circumstances that would allow memorial services to occur with less stress, to provide needed closure for all community members. Service providers have also stated a need for grief counseling for service providers experiencing compounded losses and additional training on end of life planning for community members</p>								
<p><b>Program Budget:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">\$1000 for 5 services/year</td> <td style="width: 50%;">\$5000</td> </tr> <tr> <td>\$75/hour for chaplaincy services</td> <td>\$1000</td> </tr> </table>					\$1000 for 5 services/year	\$5000	\$75/hour for chaplaincy services	\$1000
\$1000 for 5 services/year	\$5000							
\$75/hour for chaplaincy services	\$1000							

Gap	Progress since June 2019	Status	Notes	Needed to Fill
24 Hour Bathroom with showers and drinking water Access in Downtown	Need exacerbated with COVID, now returned to pre-COVID levels; Working group coordinated by the Town of Chapel Hill came up with pilot program in 2019, ToCH approved funding for expanded hours of operation for Wallace Deck facilities in November 2022	PARTIALLY FILLED - IFC Commons bathroom open; Carrboro Town Commons open	24-hour access and downtown location are key elements; OCPEH will partner with Town of Chapel Hill planning group to determine next steps	Budget TBD
<p><b>Program Description:</b> Bathroom and shower access in downtown Chapel Hill/Carrboro for all community members, including people experiencing homelessness.</p>				
<p><b>Program Budget:</b> TBD</p>				

## **BACKGROUND**

The Orange County Partnership to End Homelessness is a diverse group of community stakeholders including services providers, local governments and community members who work to prevent and eliminate homelessness in Orange County. This collaborative seeks to ensure that homelessness is rare, brief and one time through a coordinated system of assessment and service delivery including prevention and diversion, emergency shelter and rapid re-housing and permanent housing options.

In 2016-2017 the Orange County Partnership to End Homelessness (OCPEH) gathered a series of meetings with people with lived experience of homelessness, homeless service providers, community leaders, and state homeless experts to map the homeless service system in Orange County. This process created the Orange County [homeless system map](#) and the [homeless system gaps analysis](#). OCPEH staff work with community members to update the gaps analysis annually, the latest updated is previewed to be approved by the OCPEH Leadership Team in January 2023

DRAFT



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Utilities  
Agenda Section: Appointment  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Utilities Director K. Marie Strandwitz, PE

#### ITEM TO BE CONSIDERED

**Subject:** Water and Sewer Advisory Committee – Appointment of Mohisin “Mo” Rasheed to fill vacancy for a term expiring March 13, 2027

**Attachments:**

Volunteer application – Mohisin Rasheed

**Summary:**

Mo Rasheed works at an engineering firm and is in their utilities division with a focus on water treatment. He recently participated in the Government 101 course, so he is very familiar with town operations as well as municipal utilities.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Rasheed has very pertinent qualifications to be a productive and beneficial member of the Water and Sewer Advisory Committee.

**Action requested:**

Consider appointment of Mohisin Rasheed as a member of the Water and Sewer Advisory Committee for its in-town member vacancy for a four-year term ending March 13, 2027.



## Appointed Boards Application

If you are a Town of Hillsborough resident and willing to volunteer your time and expertise to your community, please complete this form. Volunteers for the Parks and Recreation Board must be at least 13 years old, and volunteers for all other boards must be at least 18 years old.

The town strives to reflect the diversity of its residents in the makeup of its boards. Demographics and residence location are considered during the appointment process.

**First name (required):**

Mohisin

**Last name (required):**

Rasheed

**Home address (required):**

419 Elfin Blvd, Hillsborough NC 27278

**Home phone number:**

**Work phone number:**

9193256580

**Email address (required):**

mohisin.rasheed@gmail.com

**Place of employment:**

WithersRavenel

**Job title:**

Assistant Project Manager Utilities Department

**Birth date (required):**

Nov. 5, 1993

**Gender (required):**

Male

**Ethnic origin (check all that apply) (required):**

Asian

**First choice (required):**

Water and Sewer Advisory Committee

**Second choice (required):**

None

**Third choice (required):**

None

**Reasons for wanting to serve (required):**

I'm currently attending the Hillsborough University classes and it has gotten me interested in the inner workings of local government. I've also been working in the water and wastewater treatment industry for 7 years and feel that I would be a good fit for the water and sewer advisory committee. I'd like to use my expertise to help make a positive impact on where I live.

**Have you served or are you currently serving on a town board? If so, which ones and when? (required)?**

No

**Relevant work, volunteer or educational experience (required):**

BS Chemical Engineering from NCSU. I spent five years working for a water and wastewater equipment vendor (Veolia) conducting pilot studies and commissioning treatment processes at water and wastewater treatment plants around the country. I spent a year working at Duke working on PFAS removal. I spent a year for another equipment vendor (Hoganas) working on heavy metals removal for industrial wastewater. I'm currently working as an assistant project manager working on water and wastewater plants, pump stations and force mains, and water distribution lines

**How are you connected to Hillsborough (live, work, play, shop, own property) (required)?**

I live in Hillsborough and own a house here.

**Have you reviewed the Vision 2030 plan, and what are your thoughts about it (required)?**

The water and sewer board seems to be most relevant to goals of supporting diversity and sustainability. One example is that the town has to be thoughtful when it comes to rate structure, which aligns with supporting economic and cultural diversity. The town needs to pay for maintenance/upgrades without putting undue stress on lower income households. I know one the town's strategies is to pair rate increases with reduced monthly minimums to place the charges on those who use more water.

**Have you reviewed other town documents (budget, strategy map, small area plans), and what are your thoughts about them?**

One thing I've noticed is the Vision 2030 plan is from 2015 and projected a system population for 2020 of ~13,000. The LWSP for 2021 shows a population of 17,329 for 2021. Hillsborough is experience greater than expected growth that puts a lot of stress on the town's infrastructure. Combining this with today's uncertain economic climate makes creating a budget extremely difficult.

**What challenges do you see the town facing that could be addressed by the board or boards on which you wish to serve (required)?**

The challenges facing Hillsborough are consistent with what I've seen for the projects I'm working on for other municipalities. 30% higher construction costs, 6+ month equipment lead times, and uncertain inflation rates have made it extremely difficult to project costs and to afford new projects. While there is a lot of ARPA money out there, the funding process has become very competitive and it's difficult to project what funding will be granted. As a result, the town needs a board that can adapt and re-prioritize projects as new information becomes available.

**How did you hear about this opportunity (required)?**

Internet

**Check the box to confirm (required):**

✓



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Town Clerk  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Town Clerk Sarah Kimrey

#### ITEM TO BE CONSIDERED

**Subject:** Minutes

**Attachments:**

1. Regular meeting Feb. 13, 2023
2. Regular meeting closed session Feb. 13, 2023
3. Special meeting Feb. 27, 2023
4. Work session Feb. 27, 2023
5. Work session closed session Feb. 27, 2023

**Summary:**

None.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Approve minutes as presented.

**Action requested:**

To approve minutes of the Board of Commissioners regular meeting Feb. 13, 2023, regular meeting closed session Feb. 13, 2023, special meeting Feb. 27, 2023, work session Feb. 27, 2023, and work session closed session Feb. 27, 2023.





# Minutes

## Board of Commissioners Regular Meeting

7 p.m. Feb. 13, 2023

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

**Present:** Mayor Jenn Weaver and commissioners Mark Bell, Robb English, Kathleen Ferguson, Matt Hughes, and Evelyn Lloyd

**Staff:** Assistant Town Manager and Community Services Director Matt Efird, Assistant Town Manager and Community Services Director Margaret Hauth, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Finance Director Dave McCole, Town Manager Eric Peterson, Senior Communications Specialist Cheryl Sadgrove, Utilities Director Marie Strandwitz and Police Major Jason Winn

### Opening of the meeting

Mayor Jenn Weaver called the meeting to order at 7 p.m.

#### 1. Public charge

Weaver did not read the public charge.

#### 2. Audience comments not related to the printed agenda

There was none.

#### 3. Agenda changes and approval

Motion: Commissioner Kathleen Ferguson moved to remove items 6D and 6E from the consent agenda for discussion. Commissioner Mark Bell seconded.

Vote: 4-0. Absent: Commissioner Evelyn Lloyd.

#### 4. Presentations

A. Orange County Schools' 2021-2026 Strategic Plan

Lloyd joined the meeting at 7:14 p.m.

Orange County Schools Superintendent Dr. Monique Felder gave a presentation highlighting the strategic plan for Orange County Schools.

#### 5. Appointments

A. Parks and Recreation – Appointment of Paul Weinberg for a term ending Feb. 28, 2026

B. Parks and Recreation – Appointment of David Weinberg for a term ending Feb. 28, 2026

Motion: Commissioner Robb English moved to approve both appointments. Ferguson seconded.

Vote: 5-0.

#### 6. Items for decision – consent agenda

A. Minutes

– Regular meeting Jan. 9, 2023

– Regular meeting closed session Jan. 9, 2023,

- Work session Jan. 23, 2023
- Budget retreat Jan. 28, 2023
- B. Miscellaneous budget amendments and transfers
- C. Resolutions amending Fiscal Year 2022 and 2023 HOME Annual plans
- ~~D. Interlocal agreement with Orange County to provide enforcement services under the town's non-discrimination ordinance~~
- ~~E. Ordinance amending town code to remove employment reference from the non-discrimination ordinance~~
- F. Resolution rescinding acceptance of Berry Brick House from 2019
- G. Resolution endorsing updates to the Street Standards document
- H. Professional Services Contract for RND Architects for Adron F. Thompson Facility Design
- I. Resolution appointing finance officer and deputy finance officers and designating bank depository signatories
- J. Ordinance amending town code Section 6A-12, speed limits
- K. Resolution supporting North Carolina Medicaid Expansion
- L. Resolution in support of the LGBTQ+ community

Motion: Ferguson moved to approve all items on the amended consent agenda. Commissioner Matt Hughes seconded.

Vote: 5-0. Nays: None.

#### 7. Items for decision – regular agenda

A. Update on project close-out for Corbinton Commons  
Town Attorney Bob Hornik and Assistant Town Manager and Community Services Director Margaret Hauth informed the board that the town is continuing to press the developer of the Corbinton Commons neighborhood to complete the final development requirements for the neighborhood. The last house was issued a certificate of occupancy in August 2020, and the developer needs to do many things to finish neighborhood construction by repairing streets, sidewalks and stormwater and utility infrastructure. The board expressed support for the town's intention to call the performance bonds associated with the project to complete the work. The developer's performance bonds total more than \$300,000.

Richard Carmody, president of the homeowners association, briefly addressed the board. He said the developer was leaving things undone and the few things that had been done were not done correctly.

B. Lawrence Road Project Proposal Update and Feedback  
The board expressed concern about a project proposed near the intersection of U.S. 70-A and Lawrence Road. After approaching the Hillsborough Board of Commissioners and receiving negative feedback, the developer chose to pursue Orange County's rezoning process for the project. The board plans to prepare comments for the county's public hearing regarding the project. The public hearing date has not been set.

Consent agenda Item 6D.

Interlocal agreement with Orange County to provide enforcement services under the town's non-discrimination ordinance

Motion: Bell moved to approve interlocal agreement with Orange County to authorize the county to investigate and enforce provisions of the town non-discrimination ordinance related to places of public accommodation. Ferguson seconded.

Vote: 5-0.

Consent agenda Item 6E.

Ordinance amending town code to remove employment reference from the non-discrimination ordinance

The board discussed alternatives to address complaints around employment and did not vote to remove the employment reference from the ordinance.

C. Hot topics for work session Feb. 27, 2023

At the work session on Feb. 27, the board may discuss a kayak rental pilot program and an allocation of \$43,300 identified in the FY23 budget for affordable housing.

**8. Updates**

A. Board members

Board members gave updates on the committees and boards on which they serve.

B. Town manager

There was no additional report.

C. Staff (written reports in agenda packet)

There were no additional reports.

Motion: Hughes moved to go into closed session at 9:23 p.m. Ferguson seconded.

Vote: 5-0.

**9. Closed session**

A. Closed session as authorized by North Carolina General Statute Section 143-318.11(a)(5) regarding property acquisition

Motion: Hughes moved to return to open session at 9:32 p.m. Ferguson seconded.

Vote: 5-0.

Motion: Ferguson moved to proceed with land acquisition as described and authorize costs of land surveying and associated legal fees. Hughes seconded.

Vote: 5-0.

**10. Adjournment**

Mayor Weaver adjourned the meeting at 9:34 p.m.

Respectfully submitted,

Sarah Kimrey

Town Clerk

Staff support to the Board of Commissioners

FY 2022-2023

**TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT**

DATES: 02/13/2023 TO 02/13/2023

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
GF -	10-00-3900-3900-000 FUND BALANCE APPROPRIATION						
Fund Balance	To cover P3 Cost Analysis.	34184	02/13/2023	JFernandez	743,482.00	4,500.00	2,043,212.39
Financial Services	10-10-4400-5100-010 OVERTIME COMPENSATION						
	To cover yr-end overages	34191	02/13/2023	EBRADFORI	4,000.00	4,000.00	8,000.00
Financial Services	10-10-4400-5100-020 SALARIES						
	To integrate Personnel Exp funds	34193	02/13/2023	EBRADFORI	338,398.00	123,801.00	387,199.00
Financial Services	10-10-4400-5100-021 PERSONNEL EXPANSION - SALARIES						
	To integrate Personnel Exp funds	34192	02/13/2023	EBRADFORI	127,801.00	-127,801.00	0.00
Financial Services	10-10-4400-5300-110 TELEPHONE/INTERNET						
	To cover yr-end overage	34195	02/13/2023	EBRADFORI	840.00	1,160.00	2,000.00
Financial Services	10-10-4400-5300-459 C.S./ACCOUNTING ASSISTANCE						
	To cover yr-end overage	34196	02/13/2023	EBRADFORI	25,200.00	5,430.00	250,754.16
Financial Services	10-10-4400-5300-600 PERSONNEL EXPANSION - OP COSTS						
	To integrate Personnel Exp funds	34194	02/13/2023	EBRADFORI	6,590.00	-6,590.00	0.00
Public Space	10-10-6300-5300-145 MAINTENANCE - BUILDINGS						
	To cover Maint-Ground expenses	34181	02/13/2023	EBRADFORI	21,700.00	-5,000.00	16,700.00
Public Space	10-10-6300-5300-154 MAINTENANCE - GROUNDS						
	To cover Maint-Ground expenses	34182	02/13/2023	EBRADFORI	239,356.00	5,000.00	244,356.00
Streets	10-30-5600-5300-080 TRAINING/CONF./CONV.						
	To cover training	27940	02/13/2023	EBRADFORI	2,000.00	1,600.00	3,600.00
Streets	10-30-5600-5300-330 SUPPLIES - DEPARTMENTAL						
	To cover training	34198	02/13/2023	EBRADFORI	29,500.00	-1,600.00	22,900.00
Special Appropriations	10-60-6900-5300-475 C.S./UTILITY ANALYSIS						
	To cover P3 Cost Analysis.	34183	02/13/2023	JFernandez	5,000.00	4,500.00	9,500.00
Admin. of Enterprise	30-80-7200-5300-560 SERVICE MILESTONE RECOGNITION						
	To cover Service Milestone Awards	34155	02/13/2023	EBRADFORI	0.00	225.00	225.00
Admin. of Enterprise	30-80-7200-5300-570 MISCELLANEOUS						
	To cover Safety Awards	34159	02/13/2023	EBRADFORI	167,002.00	-38.00	166,964.00
Admin. of Enterprise	30-80-7200-5300-571 SAFETY AWARDS PROGRAM						
	To cover Safety Awards	34157	02/13/2023	EBRADFORI	0.00	463.00	4,114.21
Admin. of Enterprise	30-80-7200-5300-580 CUSTOMER SERVICE & INNOVATION AWARD						
	To cover Service Milestone Awards	34156	02/13/2023	EBRADFORI	4,000.00	-225.00	3,775.00
	To cover Safety Awards	34158	02/13/2023	EBRADFORI	4,000.00	-425.00	3,350.00
Utilities Admin.	30-80-7220-5100-020 SALARIES						
	To cover vehicle allotment	34161	02/13/2023	EBRADFORI	333,476.00	-1,700.00	331,776.00
Utilities Admin.	30-80-7220-5300-140 TRAVEL/VEHICLE ALLOTMENT						
	To cover vehicle allotment	34160	02/13/2023	EBRADFORI	3,900.00	1,700.00	5,600.00
Utilities Admin.	30-80-7220-5300-320 SUPPLIES - OFFICE						
	To cover metal detector for utilities inspec	34187	02/13/2023	JFernandez	750.00	-1,500.00	2,090.87
Utilities Admin.	30-80-7220-5300-330 SUPPLIES - DEPARTMENTAL						
	To cover workwear order.	34185	02/13/2023	JFernandez	500.00	-20.00	480.00
	To cover metal detector for utilities inspec	34188	02/13/2023	JFernandez	500.00	1,500.00	1,980.00
Utilities Admin.	30-80-7220-5300-350 UNIFORMS						
	JFernandez		02/06/2023	11:49:49AM			
	f1142r03						





# RESOLUTION

## Amending the Fiscal Year 2022 HOME Investment Partnership Program Annual Plan

**WHEREAS**, on May 10, 2021 the Board of Commissioners approved the FY22 HOME Investment Partnership Program Annual Plan to be carried out by the members of the Orange County HOME Consortium; and

**WHEREAS**, in September 2021 the U.S. Department of Housing and Urban Development (HUD) notified the Consortium of an additional one-time award of HOME Investment Partnership American Rescue Plan Program (HOME-ARP) funding in the amount of \$1,371,401 to reduce homelessness and increase housing stability; and

**WHEREAS**, HUD requires a HOME-ARP Allocation Plan be submitted for the funding as an amendment to the FY22 HOME Investment Partnership Program Annual Plan; and

**WHEREAS**, Orange County conducted extensive county-wide community engagement and needs analysis to identify priority uses for the funds;

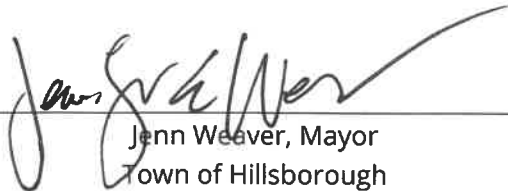
**NOW, THEREFORE**, be it resolved by the Hillsborough Board of Commissioners that the following HOME-ARP Allocation Plan is approved and submitted to HUD as an Amendment to the FY22 HOME Investment Partnership Program Annual Plan to be carried out by the members of the Orange County HOME Consortium:

Eligible Use	Amount
Affordable Housing Rental Development	\$1,165,691
Administration (15% of HOME-ARP, per statute)	\$ 205,710
<b>Total HOME-ARP Funds</b>	<b>\$1,371,401</b>

**BE IT FURTHER RESOLVED**, that the board authorizes this amended plan to be incorporated into the Annual Update to the 2020-2024 Consolidated Plan, for submission to the U.S. Department of Housing and Urban Development.

Approved this 13<sup>th</sup> day of February of the year 2023.



  
\_\_\_\_\_  
Jenn Weaver, Mayor  
Town of Hillsborough

NOW THEREFORE BE IT ORDAINED by the Town Board of Commissioners that this resolution is effective upon approval. Upon motion of Commissioner Kathleen Ferguson, seconded by Commissioner Matt Hughes, the foregoing resolution was adopted this the 13<sup>th</sup> day of February 2023.

I, Sarah E. Kimrey, Town Clerk for the Town of Hillsborough, North Carolina, DO THEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said board at a meeting held on Feb. 13, 2023.

WITNESS my hand and seal of said town, the 15<sup>th</sup> day of Feb., 2023.



\_\_\_\_\_  
Sarah E. Kimrey, Town Clerk

DRAFT



## RESOLUTION

### Amending the Fiscal Year 2023 Program Annual Plan for Orange County, North Carolina

**WHEREAS**, the Hillsborough Board of Commissioners, as a member of the Orange County HOME Consortium, approved the FY23 Annual Action Plan on June 13, 2022; and

**WHEREAS**, EmPOWERment, Inc. is no longer able to use the awarded funds for the original purpose from their application received and evaluated prior to plan approval; and

**WHEREAS**, the Orange County HOME Consortium members have identified an alternate HOME eligible CHDO project to recommend for funding, requiring an amendment to the FY23 HOME Investment Partnership Program Annual Plan;

**NOW, THEREFORE**, be it resolved the Hillsborough Board of Commissioners the following Amended FY23 HOME Investment Partnership Program Annual Plan to be carried out by the members of the Orange County HOME Consortium:

#### Homebuyer Assistance

Funds will be allocated to Orange County Habitat for Humanity to provide down payment assistance. Funded amount: \$167,241

Funds will be allocated to the Community Empowerment Fund for an IDA Program. Funded amount: \$90,000

#### Housing Rehabilitation/Preservation

Funds will be allocated to Rebuilding Together of the Triangle to purchase replacement manufactured homes for (2) two Orange County property owners. Funded amount: \$150,000

#### Rental Acquisition

Funds will be allocated to EmPOWERment, Inc. to acquire affordable rental property. Funded amount: \$150,000

#### Program Administration

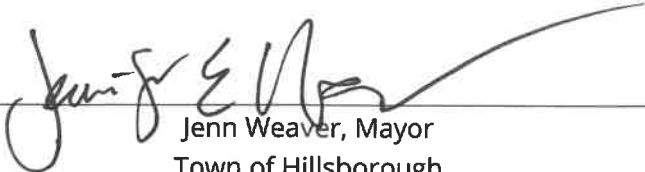
\$44,350

**BE IT FURTHER RESOLVED**, that the town manager is hereby designated as the authorized representative of the town to act in connection with the submission of these plans, to act in connection with the HOME Program, and to provide such additional information as may be required by the U.S. Department of Housing and Urban Development.



Approved this 13<sup>th</sup> day of February of the year 2023.




  
\_\_\_\_\_  
Jenn Weaver, Mayor  
Town of Hillsborough

NOW THEREFORE BE IT ORDAINED by the Town Board of Commissioners that this resolution is effective upon approval. Upon motion of Commissioner Kathleen Ferguson, seconded by Commissioner Matt Hughes, the foregoing resolution was adopted this the 13<sup>th</sup> day of February 2023.

I, Sarah E. Kimrey, Town Clerk for the Town of Hillsborough, North Carolina, DO THEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said board at a meeting held on Feb. 13, 2023.

WITNESS my hand and seal of said town, the 15<sup>th</sup> day of Feb., 2023.

DRAFT

  
\_\_\_\_\_  
Sarah E. Kimrey, Town Clerk



## RESOLUTION

### Rescinding Acceptance of the Berry Brick House

**WHEREAS**, the Berry Brick House on West Queen Street is an architecturally historic property, owned and occupied by Ken and Linda Ostrand; and

**WHEREAS**, the Ostrands offered to donate the Berry Brick House to the Town of Hillsborough at whatever time in the future they are no longer able to live there, to ensure the preservation of this historic site and for the community to use the house as an artist-in-residence program; and

**WHEREAS**, the town board conditionally accepted this offer on Nov. 12, 2019, as documented in a resolution; and

**WHEREAS**, the Ostrands subsequently entered a preservation agreement with the Historic Preservation Foundation of North Carolina regarding the Berry Brick House and its surroundings; and

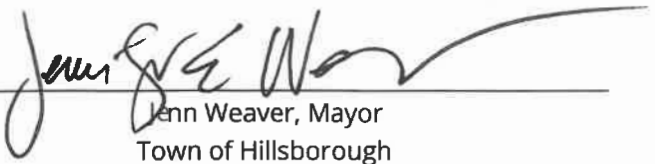
**WHEREAS**, the preservation agreement places significant restrictions and protections on this architecturally historic property consistent with the Ostrands' goals while also allowing their intention for community use of the house for an artist-in-residence program; and

**WHEREAS**, ownership of historically significant properties and making them available for public use is not a central function or responsibility for the Town of Hillsborough and the preservation easement addresses the town's interests in the long-term preservation of the structure as a resource in its locally designated historic district;

**NOW, THEREFORE**, be it resolved by the Hillsborough Board of Commissioners, the previous conditional acceptance of the generous gift by the Ostrands is respectfully rescinded. The Board of Commissioners expresses its deep appreciation for the faith and trust the Ostrands exhibited in the town's ability to carry out their wishes for the property. The Board of Commissioners also stands ready to cooperate with the current and any future owner of the property to implement the goals of community access to this resource in a manner consistent with the town's responsibilities.

Approved this 13<sup>th</sup> day of February in the year 2023.



  
\_\_\_\_\_  
Jenn Weaver, Mayor  
Town of Hillsborough



## RESOLUTION

### Endorsing Updates to Street Standards Document

**WHEREAS**, the Board of Commissioners endorsed the Street Standards document on July 28, 2014; and

**WHEREAS**, the document has been updated to align with changes to traffic impact study requirements related to development review processes; and

**WHEREAS**, the document has been undated to clarify that utility staff be included in final public works inspection to in the acceptance checklist; and

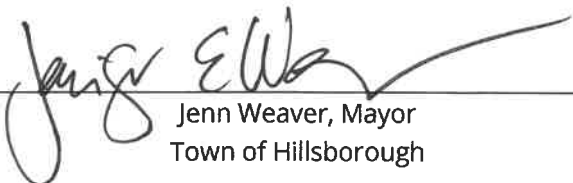
**WHEREAS**, the document has been updated to add a requirement for camera/video inspection of stormwater infrastructure in the public right of way to the acceptance checklist and inspection requirements as appendix D; and

**WHEREAS**, the document has been updated to clarify requirements for street lights and street light acceptance;

**NOW, THEREFORE**, be it resolved the Hillsborough Board of Commissioners hereby endorses the updated Street Standards document as a current reflection of requirements, standards, and processes related to improvements in public rights of way and for the traveling public. The changed pages are attached to this resolution.

Approved this 13<sup>th</sup> day of February 2023.



  
\_\_\_\_\_  
Jenn Weaver, Mayor  
Town of Hillsborough



## RESOLUTION

### Appointing Finance Officer and Deputy Finance Officers and Designating Bank Depository Signatories

**WHEREAS**, North Carolina General Statute 159-24 states each local government and public authority shall appoint a finance officer; and

**WHEREAS**, the finance officer is responsible for providing financial safeguards and ensuring that all duties of the finance office are adequately and efficiently covered; and

**WHEREAS**, Finance Director David McCole is qualified to serve in the position of finance officer pursuant to G.S. 159-24 to carry out the duties described in G.S. 159-25; and

**WHEREAS**, internal controls are an integral part of the organization and this appointment will improve the segregation of duties; and

**WHEREAS**, G.S. 159-25(b) states all checks or drafts on an official depository shall be signed by the finance officer and countersigned by another official of the local government or public authority; and

**WHEREAS**, Town Manager Eric Peterson and Assistant Town Manager Matt Efird shall serve as deputy finance officers to carry out the pre-audit responsibilities described in:

- G.S. 159-25(b); checks and drafts,
- G.S. 159-28(a1); purchase orders and contracts,
- G.S. 159-28(d1); checks and drafts,
- G.S. 159-28(d2); electronic payments; and

**WHEREAS**, the mayor, town manager or assistant town manager are designated as bank depository signatories on all checks and drafts of the town; and

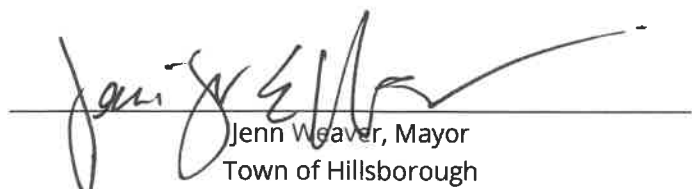
**WHEREAS**, Accounts Payable Technician Debra Strutz shall serve as deputy finance officer to carry out the duties described in G.S. 159-28(a1); purchase orders and contracts; and

**NOW, THEREFORE**, be it resolved the Hillsborough Board of Commissioners hereby appoints David McCole as finance officer.

**BE IT FURTHER RESOLVED**, the Hillsborough Board of Commissioners hereby appoints Eric Peterson, Matt Efird, and Debra Strutz as deputy finance officers.

Approved this 13<sup>th</sup> day of February in the year 2023.



  
Jenn Weaver, Mayor  
Town of Hillsborough



# ORDINANCE

## Amending Town Code Section 6A Regarding Speed Limits

The Hillsborough Board of Commissioners ordains:

**Section 1.** Section 6A-12, Speed Limits, is amended as follows:

Speed Limit (MPH)	On Street	From	To
25	Cardinal Dr.	S. Churton St.	end
25	Cates Ct.	Murdock Rd.	end
25	College Park Rd.	Cates Creek Parkway	Waterstone Dr.
25	Daye St.	Faucette Mill Rd.	end
25	Murdock Rd.	Cardinal Dr.	Cheshire Dr.
25	Orange Grove St.	South Churton St.	552 feet east to Gold Hill Way
25	Torain St.	Lawndale Ave.	Faucette Mill Rd.


**Section 2.** All provisions of any town ordinance in conflict with this ordinance are repealed.

**Section 3.** This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 13<sup>th</sup> day of February in 2023.

Ayes: 5  
 Noes: 0  
 Absent or excused: 0



  
 \_\_\_\_\_  
 Sarah E. Kimrey, Town Clerk



## RESOLUTION In Support of Closing North Carolina's Health Insurance Coverage Gap Through Medicaid Expansion

**WHEREAS**, people in the health insurance "coverage gap" earn too much income to qualify for Medicaid but do not earn enough to qualify for a subsidy in the private marketplace; and

**WHEREAS**, 8.9% of workers in Orange County are uninsured, according to an analysis from the Georgetown University Health Policy Institute; and

**WHEREAS**, closing the health insurance coverage gap through expansion of Medicaid would extend affordable health insurance coverage to 7,254 people in Orange County and more than 600,000 people across the state who cannot access the health care they need; and

**WHEREAS**, federal funding from taxes that North Carolinians have already paid will cover 90% of costs for states closing the health insurance coverage gap to residents who need access to affordable health insurance; and

**WHEREAS**, according to the North Carolina Department of Health and Human Services, Orange County had 13 deaths and 47 emergency department visits related to opioid overdose in 2019, and closing the health insurance coverage gap would provide access to behavioral health care to address the opioid epidemic; and

**WHEREAS**, healthy people and access to affordable health care are key to the Orange County and Hillsborough economy; and

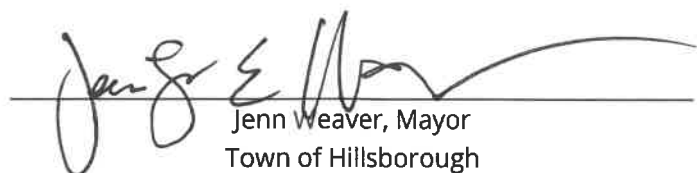
**WHEREAS**, closing the health insurance coverage gap would create 629 new jobs in Orange County, drive \$141,300,000 in new business activity, and generate \$3,724,200 in new county revenue, according to an analysis by the Cone Health Foundation, the Milken Institute School of Public Health, and the Kate B. Reynolds Charitable Trust;

**NOW, THEREFORE**, be it resolved the Hillsborough Board of Commissioners urges the North Carolina General Assembly to close the health insurance coverage gap in North Carolina by passing Medicaid expansion.

**BE IT FURTHER RESOLVED**, that the Hillsborough Board of Commissioners asks the town clerk to share this resolution with Representative Allen Buansi, Representative Renée Price, Senator Graig Meyer, and all leaders of the North Carolina General Assembly.

Approved this 13th day of February of the year 2023.



  
Jenn Weaver, Mayor  
Town of Hillsborough



## RESOLUTION In Solidarity with Hillsborough's LGBTQ+ Community

**WHEREAS**, hate crimes targeting LGBTQ+ (lesbian, gay, bisexual, transgender, & queer) people have increased every year for the past four years; and

**WHEREAS**, members of the LGBTQ+ community currently experience the highest rate of hate-motivated violence among all marginalized communities in the United States; and

**WHEREAS**, mass shootings by domestic terrorists at LGBTQ+ gathering spaces such as Club Q and Pulse have created fear and trauma in LGBTQ+ communities across the country; and

**WHEREAS**, protests and demonstrations targeting drag shows and drag performers have increased dramatically over the last several years, with such protests being held in several locations in North Carolina; and

**WHEREAS**, there has been a sharp increase in anti-LGBTQ+ legislation in the U.S., with 233 anti-LGBTQ+ bills filed in state legislatures across the country in January 2023 alone; and

**WHEREAS**, a version of Florida's "Don't Say Gay" bill has been filed in the N.C. Senate this session (SB49) which would prohibit discussion of LGBTQ+ identity in most elementary school classrooms and forcibly out LGBTQ+ students to their parents; and

**WHEREAS**, a bill has been filed in the N.C. House this session (HB43) that would prohibit gender-affirming healthcare; and

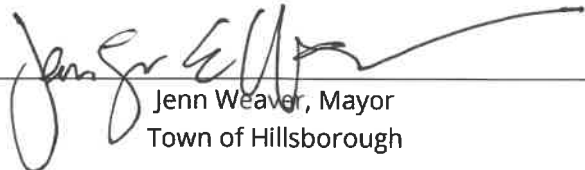
**WHEREAS**, access to safe, affirming spaces and gender-affirming healthcare is critical for the mental and physical health of LGBTQ+ people and teens in particular, who are four times more likely to consider suicide than their cisgender and heterosexual peers;

**NOW, THEREFORE**, be it resolved that the Hillsborough Board of Commissioners affirms the full civil and human rights of our LGBTQ+ community members.

**BE IT FURTHER RESOLVED**, that the Hillsborough Board of Commissioners condemn all violence, hatred, and discrimination against LGBTQ+ people, including by our state's leaders and stands in opposition to HB43, SB49, and all legislation that erodes the safety, health, civil rights, and/or bodily autonomy of LGBTQ+ people, including minors.

Approved this 13th day of February in the year 2023.



  
Jenn Weaver, Mayor  
Town of Hillsborough



# Minutes

## Board of Commissioners Special Meeting

6 p.m. Feb. 27, 2023

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

Present: Mayor Jenn Weaver and commissioners Mark Bell, Robb English, Kathleen Ferguson, Matt Hughes, and Evelyn Lloyd

Staff: Assistant Town Manager and Community Services Director Matt Efird, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Town Manager Eric Peterson and Senior Communications Specialist Cheryl Sadgrove

### 1. Opening of the meeting

Mayor Jenn Weaver called the meeting to order at 6:03 p.m.

### 2. Agenda changes and approval

There was none.

Motion: Commissioner Kathleen Ferguson moved to approve the agenda as presented. Commissioner Mark Bell seconded.

Vote: 3-0.

### 3. In-depth discussion and topics

A. Discussion on legislative goals with Representative Renèe Price

Guests: Representative Renèe Price and Legislative Assistant Annette Moore, Senator Graig Meyer and Legislative Assistant Daphne Quinn

The group engaged in informal discussion on topics including water and sewer affordability; affordable housing; transportation and connectivity; environmental sustainability; local government pre-emption; railroad disaster preparedness; and the shortage of qualified individuals to fill local government financial positions and auditing firm positions.

### 4. Adjournment

The mayor adjourned the meeting at 6:50 p.m.

Respectfully submitted,

Sarah Kimrey  
Town Clerk  
Staff support to the Board of Commissioners





# Minutes

## Board of Commissioners Work Session

7 p.m. Feb. 27, 2023

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

Present: Mayor Jenn Weaver and commissioners Mark Bell, Robb English, Kathleen Ferguson, Matt Hughes, and Evelyn Lloyd

Staff: Planning and Economic Development Manager Shannan Campbell, Assistant Town Manager and Community Services Director Matt Efird, Town Manager and Community Services Director Margaret Hauth, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Town Manager Eric Peterson, Senior Communications Specialist Cheryl Sadgrove and Utilities Director Marie Strandwitz

### 1. Opening of the work session

Mayor Jenn Weaver called the meeting to order at 7 p.m.

### 2. Agenda changes and approval

Addition of Uproar Festival of Public Art Presentation

Motion: Commissioner Mark Bell moved to approve agenda as amended. Commissioner Kathleen Ferguson seconded.

Vote: 5-0.

### 3. Presentation

Uproar Festival of Public Art Presentation (added)

Presenter: Katie Murray, Orange County Arts Commission

Murray gave the board some details about Uproar, which will take place from July 14 to Aug. 12. Public art will be displayed in the downtown areas of Hillsborough, Carrboro and Chapel Hill.

### 3. Appointments

A. Tourism Board – Appointment of Scott Czechlewski with a term ending Feb. 27, 2025

Motion: Ferguson moved to approve appointment. Commissioner Matt Hughes seconded.

Vote: 5-0.

### 4. Items for decision – consent agenda

A. Miscellaneous budget amendments and transfers

B. Special Event Permit – Kevin Dendy Memorial 5K

C. Authorization to request rezoning of Cates Creek Park to OI (Office Institutional)

Motion: Ferguson moved to approve all items on the consent agenda. Bell seconded.

Vote: 5-0. Nays: None.

### 5. In-depth discussion and topics

A. Self-service kayak rentals in Kings Highway Park pilot program

Planning and Economic Development Manager Shannan Campbell presented information about an opportunity to allow kayaks to be rented at Kings Highway Park. Traditionally, the town has not allowed commercial sales in its parks.

The board was receptive to the idea. It was noted that there is not a lot of parking space at the park and there are no warning signs or ropes to help people avoid the dam. It was also noted that people regularly put their own kayaks in the water without issue.

The town manager suggested checking with the North Carolina League of Municipalities regarding the liability coverage of offering kayaks on site.

B. Allocation of \$43,300 identified in the Fiscal Year 2023 budget for affordable housing  
The board continued a discussion from months ago about the possibility of allocating additional affordable housing funds to Inter-Faith Council and the Partnership to End Homelessness.

Jackie Jenks of Inter-Faith Council and Rachel Waltz of the Partnership to End Homelessness spoke in support of funding their respective organizations.

The board discussed the possibility of partially funding both requests or funding only one. It was noted that if the town gives more money to either organization for affordable housing then the board would be giving more than the percentage agreed upon by the other towns in Orange County and Orange County. The mayor said the board should decide what it is comfortable with and proceed without expecting that the mayors and chairs will sort out a new formula for contributions.

Several commissioners expressed the thought that social services should be provided by Orange County.

No action was taken.

## 6. Committee updates and reports

Board members gave updates on the committees and boards on which they serve.

Motion: Ferguson moved to go into closed session. Hughes seconded.

Vote: 5-0.

## 7. Closed session

A. Closed Session as authorized by North Carolina General Statute Section 143-318.11 (a)(4) regarding economic development

Motion: Hughes moved to return to open session at 9 p.m. Ferguson seconded.

Vote: 5-0.

## 8. Adjournment

Mayor Weaver adjourned the meeting at 9 p.m.

Respectfully submitted,

Sarah Kimrey  
Town Clerk  
Staff support to the Board of Commissioners

FY 2022-2023

TOWN OF HILLSBOROUGH  
 BUDGET CHANGES REPORT

DATES: 02/27/2023 TO 02/27/2023

REFERENCE	CHANGE NUMBER	DATE	USER	ORIGINAL BUDGET	BUDGET CHANGE	AMENDED BUDGET
Facility Management 10-10-5000-5300-145 MAINTENANCE - BUILDINGS To cover PD ATS	34220	02/27/2023	EBRADFORI	201,896.00	-11,066.00	188,287.00
Facility Management 10-10-5000-5300-158 MAINTENANCE - EQUIPMENT To cover PD ATS	34221	02/27/2023	EBRADFORI	0.00	11,066.00	13,609.00
Safety & Risk Mgmt 10-10-6600-5300-330 SUPPLIES - DEPARTMENTAL For 12 AEDs in Safety & Risk Mgmt.	34200	02/27/2023	JFernandez	6,000.00	13,000.00	24,377.07
Police 10-20-5100-5300-330 SUPPLIES - DEPARTMENTAL For 12 AEDs in Safety & Risk Mgmt.	34199	02/27/2023	JFernandez	54,100.00	-13,000.00	41,100.00
WTP 30-80-8120-5700-741 CAPITAL - EQUIPMENT To cover automatic transfer switch.	34212	02/27/2023	JFernandez	0.00	52,200.00	52,200.00
Water Dist. 30-80-8140-5300-330 SUPPLIES - DEPARTMENTAL For purchase of Locator LOGiX utility so	34216	02/27/2023	JFernandez	102,000.00	-980.00	109,490.92
Water Dist. 30-80-8140-5300-458 DATA PROCESSING SERVICES For purchase of Locator LOGiX utility so	34217	02/27/2023	JFernandez	8,500.00	980.00	9,480.00
WW Collect. 30-80-8200-5300-330 SUPPLIES - DEPARTMENTAL For purchase of Locator LOGiX utility so	34218	02/27/2023	JFernandez	60,000.00	-980.00	56,610.00
WW Collect. 30-80-8200-5300-458 DATA PROCESSING SERVICES For purchase of Locator LOGiX utility so	34219	02/27/2023	JFernandez	7,800.00	980.00	8,780.00
WWTP 30-80-8220-5300-323 SUPPLIES - CHEMICALS To cover uniform costs.	34201	02/27/2023	JFernandez	92,500.00	-300.00	89,950.00
WWTP 30-80-8220-5300-350 UNIFORMS To cover uniform costs.	34202	02/27/2023	JFernandez	600.00	300.00	900.00
W&S Contingency 30-80-9990-5300-000 CONTINGENCY To cover automatic transfer switch.	34211	02/27/2023	JFernandez	400,000.00	-52,200.00	217,178.79
					<u>0.00</u>	

APPROVED: 5/0

DATE: 2/27/23

VERIFIED:         *Janet E. Kimrey*



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Administration  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Emily Bradford, Budget Director

#### ITEM TO BE CONSIDERED

**Subject:** Miscellaneous budget amendments and transfers

**Attachments:**

Budget Changes Report

**Summary:**

To adjust budget revenues and expenditures, where needed, due to changes that have occurred since budget adoption.

**Financial impacts:**

As indicated by each amendment.

**Staff recommendation and comments:**

To approve the attached list of budget amendments and transfers.

**Action requested:**

Consider approving budget amendments and transfers.

FY 2022-2023

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 03/13/2023 TO 03/13/2023

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
Financial Services	10-10-4400-5100-020 SALARIES To cover accounting assistance	34236	03/13/2023	EBRADFORI	338,398.00	-35,000.00	352,199.00
	To cover accounting assistance	34242	03/13/2023	EBRADFORI	338,398.00	-18,000.00	334,199.00
Financial Services	10-10-4400-5300-459 C.S./ACCOUNTING ASSISTANCE To cover accounting assistance	34237	03/13/2023	EBRADFORI	25,200.00	35,000.00	285,754.16
	To cover accounting assistance	34243	03/13/2023	EBRADFORI	25,200.00	18,000.00	303,754.16
Public Space	10-10-6300-5300-080 TRAINING/CONF./CONV. To cover training	34238	03/13/2023	EBRADFORI	1,000.00	300.00	1,300.00
Public Space	10-10-6300-5300-154 MAINTENANCE - GROUNDS To cover tree removal	34241	03/13/2023	EBRADFORI	239,356.00	10,000.00	254,356.00
Public Space	10-10-6300-5300-155 MAINTENANCE - PARKS To cover tree removal	34240	03/13/2023	EBRADFORI	75,000.00	-10,000.00	70,853.19
Public Space	10-10-6300-5300-570 MISCELLANEOUS To cover training	34239	03/13/2023	EBRADFORI	7,000.00	-300.00	6,700.00
WTP	30-80-8120-5300-112 POSTAGE To cover postage costs.	34233	03/13/2023	JFernandez	150.00	100.00	250.00
WTP	30-80-8120-5300-570 MISCELLANEOUS To cover postage costs.	34232	03/13/2023	JFernandez	1,200.00	-100.00	611.94
Restr. Revenue	72-00-4900-3301-004 RESTRICTED REV- MPO To fund S Churton St Improv Cost Share	34234	03/13/2023	EBRADFORI	181,600.00	160,000.00	461,600.00
Restr. Revenue	72-10-4900-5300-359 METROPOLITAN PLANNING ORGANIZATION To fund S Churton St Improv Cost Share	34235	03/13/2023	EBRADFORI	181,600.00	160,000.00	461,600.00
						320,000.00	



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date:	March 13, 2023
Department:	Utilities
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

#### PRESENTER/INFORMATION CONTACT

Utilities Director K. Marie Strandwitz, PE

#### ITEM TO BE CONSIDERED

**Subject:** Revisions to Appendix F of Town Code of Ordinances: Technical Specifications for Water and Sewer Systems

#### Attachments:

1. Ordinance to replace Appendix F of Town Code of Ordinances Chapter 14
2. Town of Hillsborough Technical Specifications and Design Standards for Water and Sanitary Sewer Systems

#### Summary:

The utilities department technical specifications for water and sewer, which are adopted as Appendix F of Chapter 14 of the town code, have not been updated since June 2018. The last update was performed by an outside consulting firm during the absence of a utility director/staff engineer. Increasingly, issues have arisen with development that necessitate clarity, definition and updating of these specifications, which now also incorporate more general processes and concepts. The document title has been changed from, "Technical Specifications for Water & Sewer Systems" to "Town of Hillsborough Technical Specifications and Design Standards for Water and Sanitary Sewer Systems." It is intended this is not to be reproduced in the code due to length and cost, but instead reference made thereto within Appendix F.

Highlights, which have been reviewed by the town attorney, include:

- Reformatted to include current branding standards.
- Added introduction and general section with development and construction process plus easements, utility separations, use of water, and more overarching requirements.
- Clarifies document precedence if conflicts.
- Requiring renewal of old services for redevelopment (ex. Lot used to have a mobile home, lot has been vacant for years with services still sitting there decaying, new home to be built) – deserves new services.
- Describes procedure for utility abandonment.
- Lists prohibited items in easements and process for encroachment into easements.
- Introduces approved materials list (under development).
- Reiterates code sections about looping, extending mains across parcel, utility separations, backflow prevention, location of public water and sewer within public right of way, etc.
  - Requires looping of water mains if an existing main is within 300 feet.
- Recommends discussing capacity and utilities prior to land purchase or planning activities. Explains briefly about capacity reservation.
- Explains problem areas (low fire flow, undersized mains, mains with no recorded easement, areas with poor condition) where we may not allow connection without improvements.

- Requires multi-family residential and multi-building commercial, institutional, or industrial developments be master metered.
- Prohibits sewer only connections.
- Prohibits water and sewer services from crossing property lines to reach the public system. Requires public water and sewer frontage to a parcel.
- Explains town does not locate utilities or respond to complaints of private (or not yet accepted) systems.
- Sets preference for water and sewer line locations (e.g., water on north or west sides of right of way, sewer on south and east).
- Requires minimum water main size of 6-inches and requirement that 2-inch pipes be upsized to support a project (no minimum size was previously specified – mains smaller than 6” cannot support fire protection).
- For developments with 100 units or more, or equivalent flow, requires two discrete connections to the water distribution system for redundancy.
- Disallows easements to be split across property lines.
- Emphasizes that public pumping stations are not permitted unless demonstrated gravity sewer cannot work. Indicates pumping stations should be approved by the Board of Commissioners.
- Expanded pumping station specification (if ever approved).
- Incorporates by reference additional documents in appendices that can be modified without board adoption such as televising and cleaning specifications, standard details, approved material list and as-built digital submittal requirements.

It is anticipated going forward that this document will be reviewed and modified bi-annually (every six months).

**Financial impacts:**

Requiring quality of construction and orderly development of the water and sanitary sewer system may financially impact developers and builders; however, these requirements are in alignment with other utility systems in the state and will result in less operation and maintenance headaches (and cost) and capital improvements for the town in the future.

**Staff recommendation and comments:**

Given lessons learned over the past several years, it is prudent to shore up our requirements for water and sewer systems to avoid confusion and lack of authority.

**Action requested:**

Adopt revised document into town code Appendix F, noting that appendices to document will be by reference and updated periodically without requiring adoption.



# ORDINANCE

## Revisions to Appendix F of Town Code of Ordinances: Technical Specifications for Water and Sewer Systems

The Hillsborough Board of Commissioners ordains:

**Section 1.** Appendix F of Chapter 14 of the Town Code of Ordinances is amended as follows:

After the listing of the various amendment dates to this appendix, strike the remainder of the appendix language and replace with the following language:

“The Board of Commissioners has adopted the Town of Hillsborough Technical Specifications and Design Standards for Water and Sewer Systems on March 13, 2023. This document replaces any prior version of such specifications (previously entitled, “Technical Specifications for Water and Sewer Systems”) and shall be binding as town code. Due to length, this document is not reproduced here. Appendices to the document may be amended as necessary without board adoption, but significant changes to the main document body in the future will be brought for adoption. This document shall be filed in the office of the town clerk and the utilities department and posted on the town utilities department web page.”

**Section 2.** This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote, and was duly adopted this 13<sup>th</sup> day of March in the year 2023.

Ayes:

Noes:

Absent or excused:

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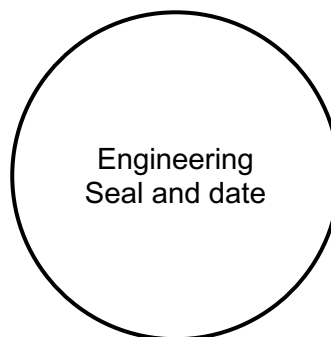
Sarah E. Kimrey, Town Clerk





# **TOWN OF HILLSBOROUGH TECHNICAL SPECIFICATIONS AND DESIGN STANDARDS FOR WATER AND SANITARY SEWER SYSTEMS**

*Last Revision Date: March 13, 2023*



This main document is incorporated into Town Code Chapter 14, Appendix F through adoption by the Board of Commissioners and subject to enforcement through such adoption. The appendices to this document may be modified outside of Board of Commissioners adoption, as necessary.

UTILITIES DEPARTMENT  
PO Box 429, Hillsborough, NC 27278-0429  
919-296-9630 [www.hillsboroughnc.gov](http://www.hillsboroughnc.gov)

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## Appendices

## 1. Introduction

These specifications shall apply to any projects that do not have construction drawings approved by the town on or prior to the adoption date of the specifications into Town Code, or if a prior design was approved more than one year prior with no construction activity as of the adoption date, or when a previously approved utilities design is significantly modified. Approvals are required in writing and prior to implementation where “as approved by the Utilities Director or designee” or “as approved by Utilities Inspector” is indicated unless otherwise specified. Utilities Department approvals may be granted separately from the Town’s planning review process depending on the situation.

Purpose of specifications:

- Convey the Town’s requirements related to design and construction of water and sewer system extensions and modifications proposed for dedication to the Town for operation and maintenance or connecting to the town’s water and sewer system.
- Provide additional guidance to requirements established in the Town ordinances.

These specifications are complemented by other Utilities Department documents like Standard Details, As-Built Digital Submittal Requirements, ancillary specifications, Developer’s Checklist, and approved product lists. These specifications do not cover stormwater conveyance systems or management facilities or roadways to the extent new roads are being developed.

These specifications are not intended to supersede any federal or state regulations or design criteria or required permitting or regulatory approvals. These are not inclusive of all standard specifications required for construction, such as typical Division 1 Specifications for trenching, shoring, backfill, excavation, etc. Where conflict may occur, the more stringent specification shall apply. Ordinances take precedent if there is a significant difference in established requirements. This document takes precedence over any discrepancies in the Standard Details. Generally, wherever the provisions of this document conflict with the provisions of any other law, ordinance, or regulation, the standards of the more restrictive law, ordinance, or regulations shall govern. This document does supersede any previous versions of the Town’s technical specifications at such time it is adopted into code.

It is highly recommended to discuss capacity and utilities layout with Town Utilities staff prior to initiating land purchases, rezoning, master planning, special use permits or significant engineering design. Approval of drawings and specifications does not constitute a reservation of water and sewer capacity for a proposed project. Water and sewer capacity shall be reserved when the town approves a building permit, in the case of single connections, signs off on state water and sewer permit applications and the terms of the executed Water and Sewer Extension Contract where extensions are involved.

The Town has several areas within its distribution system that do not support necessary fire flow. The Town will conduct fire flow testing upon request at test and flow hydrants selected by the applicant. The report will be provided upon payment by the applicant of the fee as outlined in the current fee schedule. The report provided by the town is for informational purposes only and is not a guarantee of fire flow availability or a commitment to provide a defined level of fire protection.

## 2. Definitions

*As-Built Digital Submittal Requirements* – Document containing the towns requirements for providing as-built record drawings and digital data for incorporation into town mapping and work order systems.

*ASTM* – American Society for Testing and Materials

*AWWA* – American Water Works Association

*Capacity* - Capacity is defined as that available in the Town’s treatment facilities and conveyance systems that would provide for the project. It also includes capacity and storage to provide available fire flow to a project in accordance with plumbing or fire code, as applicable

*County* – Orange County, North Carolina

*Designee* – Designee named by the Utilities Director who is authorized to comment upon, reject or approve project submittals and allow deviations from town standards

*Developer’s Checklist* – A checklist of items developers can utilize through the development process which it tied to the town’s requirements for design, construction and acceptance of water and sewer infrastructure

*DIP* – Ductile iron pipe

*HDPE* – High density polyethylene pipe

*NCDEQ* – North Carolina Department of Environmental Quality

*NCDOT* – North Carolina Department of Transportation

*NCRR* – North Carolina Railroad

*PE* – Polyethylene pipe

*PVC* – Polyvinyl chloride pipe

*ROW* – Right of Way

*Standard Details* – Standard detail drawings for common water and sewer appurtenances and construction

*Town* – Town of Hillsborough, North Carolina

*Town Code* – The Code of Ordinances of the Town of Hillsborough, North Carolina, in particular, Chapter 14 and any related chapters regarding utilities

*Utilities Director* – The Director of the Town’s Utilities Department

*WEF* – Water Environment Federation

*WSEC* – Water and Sewer Extension Contract

### 3. Utilities Department Review Process

The Town contracts with Orange County for building permit issuance within the town's water and sewer service area, including where connections or extensions will occur to town infrastructure located outside town limits and within its primary service boundary. As such, the process through the County that requires utilities review and sign off on permits and certificates of completeness (occupancy) will take longer for approval. The Utilities Department has five days to act on building permit approvals and sign offs. Please plan accordingly when scheduling anticipated work, occupancy, and new home closings. The Department will do its best to accommodate schedules but should not be pressured to act before fully satisfying utilities requirements. In the case of new single building projects, delays can be avoided by contacting the utilities department prior to submitting for a building permit as fees are due and a connection request form must be completed.

For larger projects, the Utilities Department participates in the Technical Review Committee (TRC) process initiated by the Planning Department. The Utilities Department will provide general comments on site plan submissions and more detailed comments on construction drawings. The Utilities Department will still require an issued for construction plan and specification set, including any required calculations, for separate approval because oftentimes construction drawings are modified between planning department approval and construction due to state permit comments or site changes. Any extensions of the town's water and sewer system will require an extension agreement. Such agreement provides for the capacity reservation, project description, pre-construction, construction, post-construction conditions, fees, and any special stipulations. The Development Checklist found on the town utilities webpage has common items the department confirms for any water or sewer extensions. Building permits will not be approved before fees are paid, state permits and encroachments are obtained, and a utilities pre-construction meeting has occurred. Certificates of Completeness will not be released until engineering certifications, and as-built digital submittal requirements are met.

Approval by the Utilities Department on utilities plans does not negate or incorporate the requirements for other federal, state, county or town approvals which may include those from town planning, floodplain, county building permits or erosion control, stormwater, encroachments, street utility cuts, septic tank abandonment, etc. Nor does approval of plans by other state, town or county departments constitute approval by the Utilities Department.

New developments and redevelopments are subject to fees as established in the approved town fee schedule. Fees shall be paid before any building permits are approved and before any construction begins in the case of projects involving extensions, amongst other stipulations in an extension contract.

The Utilities Department shall review in advance all projects that may impact the Town's utility system even if the work is not extending or connecting to system (i.e., telecommunications, street widening, landscaping in ROW).

#### **4. GENERAL**

##### **A. Design Guidelines**

All sewer projects shall be designed and constructed in accordance with the State's Minimum Design Criteria for the Permitting of Gravity Sewers and the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains and 2T regulations. All water projects shall meet the requirements of the Public Water Supply Section 15A NCAC Chapter 18 regulations and its Engineering, Planning and Development Guidance Document. Any deficiencies or variances to these require supplemental review and permitting approval by the State and may not be accepted by the Town of Hillsborough. The Town may implement additional requirements to these Minimum Design Criteria either in these Specifications, Town Code or through subsequent reviews as necessary.

When designing new water and sewer extensions, care shall be taken to satisfy Town Code, Section 1-4, state design criteria, and Standard Details with respect to separation from other utilities. Designs shall avoid placing meter boxes, valves and manholes in wheel paths, driveways, and sidewalks. Water lines shall generally be installed on the north or west sides of road right of ways, and sewer on the south or east sides of road right of ways where practical. Water and sewer lines should be installed outside of paved areas where practical. Plan profiles should always have north facing up and be 1:30 or 1:40 scale.

The presence of a Standard Detail does not mean it is necessarily approved for a utility installation scenario. The Town will require review and approval of external specifications and complete construction drawings prior to implementation and approval of projects. It is expected that any connections to the Town system, whether public or private, service tapping or extensions, be constructed to state and town standards, industry standards as referenced, or plumbing code, current versions, as applicable. Where industry specifications are stated (i.e., AWWA or ASTM), the latest version of the specification at the time of construction shall be used unless special provisions on the construction plans state otherwise. NCDOT specifications do not take precedence over this document unless approved.

Where prior approval for a deviation, substitution or variance from town specifications is required by the Utilities Director or designee, that approval must be granted *in writing prior to the subject improvement being implemented* unless otherwise indicated. Water and sewer infrastructure installed out of compliance with this document, Town Code, referenced AWWA/ANSI/WEF standards, or state regulations may be rejected by the Town for ownership and operation, or additional stipulations may be required for acceptance such as additional warranty, extra testing, or correction. These instances shall be an exception and not the norm.

Proposed multi-family residential and multi-building commercial, institutional, or industrial developments shall be master metered with appropriate backflow device per Chapter 14 of Town Code. Sewer only connections are prohibited. Water only connections may be allowable if septic is approved by the Orange County Health Department, Environmental Health Division. Town Code governs the availability of water and sewer connections.

The Town will develop its water and sewer systems in an orderly and proper fashion and in compatibility with overarching development planning documents such as land use, connectivity, and sustainability as well as available capacity and the will of the Town Board of Commissioners. The Town may prohibit connections to undersized water and sewer mains (physical, pressure, fire flow, volume concerns), mains without recorded easement, mains in poor condition or of substandard material, or where crossing of other property with services is required or areas where no water or sewer front the property without necessary improvements by the developer to the system to eliminate these scenarios.

The Town of Hillsborough's water distribution system is not sized to meet ISO, Appendix B, or ISO fire suppression requirements in all portions of the service area. Construction drawings must show offsite improvements needed to meet a fire suppression standard adopted by the Fire Marshall or the project must document acceptance by the Fire Marshal of inclusion in a Tanker Task Force dispatch list.

As per Town Code, extensions shall be designed across the entire property frontage. The town may require looping of water mains, oversized mains, pumping station improvements, or other improvements for town and systemwide needs. Town Code governs any cost share scenarios.

Water and sewer services shall not cross other property lines to reach the public system. Parcels that have no water or sewer frontage shall require a mainline extension at the owner/developer's cost.

Projects involving uses requiring backflow prevention or that generate fats, oils and grease will be required to provide information regarding type and sizing of such protective devices as part of the review process. Projects that are considered significant industrial uses or will discharge chemicals of concern to the sewer system shall discuss the project with the Utilities Department in advance. The Town does not have an active pretreatment program but is concerned over "forever chemicals" like PFAS, PFOA, 1,4-dioxane and other chemicals that can harm the collection and treatment system and may require significant improvements to wastewater treatment due to regulatory requirements.

*B. Construction and Inspections*

48-hours' notice shall be required for utilities construction and inspections, including notice on all construction activity that might impact existing utilities. Construction activity requiring notice includes but is not limited to water or sewer installation or relocation, connection to existing utilities, adjustments or relocations of existing fire hydrants, pavement milling and/or resurfacing, dry utility

installation in any ROW where utilities are present, acceptance testing, etc. Utilities construction activities shall normally be limited to between 7 a.m. and 4 p.m. Monday through Friday, excluding town observed holidays, unless otherwise approved.

Construction shall not commence until all requirements of the Utilities Department are satisfied in accordance with Town Code, policy and any WSEC. This will include payment of necessary fees, approval of construction drawings, receipt of all required permits and encroachments, establishment of easements and participation in a pre-construction meeting with the Utilities Department, which may differ from other town or county pre-construction meetings. The Town does not make water and sewer taps. A licensed utility contractor is required to perform any construction of main lines and tapping and only after a connection request has been made to the Utilities Department and fees paid.

Inspections shall be requested at least 48 hours in advance through [inspections@hillsboroughnc.gov](mailto:inspections@hillsboroughnc.gov). Inspections are subject to fees as outlined in the town's approved fee schedule. All fees shall be paid prior to approval of certificates of completeness or acceptance or warranty release of water or sewer extensions.

The Utilities Inspector's duties are to periodically observe the work. When a WSEC is executed, the developer shall utilize qualified 3<sup>rd</sup> party observation services for all meaningful water and sewer work. The 3<sup>rd</sup> party observer is responsible for preparing daily reports of the work with photographic documentation and documenting all acceptance testing activities. Failure to document key construction and testing may require exposure of the work or retesting. As the observation intent is to ensure quality construction in accordance with approved plans and best practices, the Town may hire a 3<sup>rd</sup> party observer, the cost of which services shall be reimbursed by the owner/developer for such services. The arrangement will be documented in the WSEC.

Construction practices shall comply with all applicable codes and industry standards, regardless of ultimate ownership. All hardware shall be 316L stainless steel. Changes to approved plans during construction regarding project use, demands, materials, alignment or appurtenance location or configuration shall be approved by the Utilities Department prior to the change being implemented. Changes made without approval may be rejected by the Town and required to be redone in accordance with the approved plans. The nature of any changes may necessitate other approvals outside the Utilities Department.

Construction of assets to be dedicated to the town will require a warranty period on installation and workmanship of two years after acceptance of the assets or as stipulated in the WSEC and be secured by a Letter of Credit or Maintenance Bond for 125% of the value of the water and sewer construction. The security shall require approval by the Town to cancel or to not renew. The security will not be released until the owner/developer requests the end of warranty walk-through and all punch list items are corrected to the Town's satisfaction, even if beyond the warranty period. It is the owner/developer



responsibility to request acceptance of projects and for end of warranty review. Until such time as requests are made, a project will remain private and under warranty. The Town will not perform utility locates on private systems, respond to complaints or be responsible for reporting sanitary sewer overflows.

Restoration of town or NCDOT roads or stormwater systems from water and sewer construction activities shall be in accordance with those departmental guidelines or Town Code relating to such. For town funded projects, restoration of grassed areas shall be by hydroseeding only.

*C. Use of Town Water*

Rental of a hydrant meter through the Town's Financial Services Department or purchase of bulk water from the Town's Water Treatment Plant at 711 Dimmock's Mill Road are the only approved methods of obtaining water through the Town's water system. Utilizing a water hydrant, bypassing or jumping a water meter, or connecting to a hydrant using a meter not provided by the Town, or other connection to the Town's system is considered tampering and theft and will be subject to fees and penalties in accordance with Town Code.

*D. Blasting Operations*

Prior to any blasting operations for installation of new utilities or for general construction that may impact existing utilities, the contractor shall notify the Utilities Director and the Hillsborough Fire Marshal to obtain blasting permits as required. The contractor shall furnish proof (certification) of insurance specifically covering all obligations assumed pursuant to the use of explosives. Pre and post blasting video of the potential impacted area shall be provided, including televising of existing sanitary sewers in accordance with Town specifications.

*E. Utility Easements*

Utility easements shall be a minimum of 20 feet wide for a single utility pipeline, and a minimum of 30 feet wide for pipes deeper than 16 feet. For multiple pipes, easement shall provide a minimum of 10 feet clearance on either side of each pipe. Easement plats shall be recorded in the Orange County Registry as Town of Hillsborough Utility Easement. All easements shall be cleared of all trees and debris and graded to be "driveable" by Town staff in heavy equipment such as dump trucks, backhoes, jet vac truck, etc. Longitudinal slopes steeper than 7:1 and cross-slopes steeper than 5:1 will not be permitted in Town easements. The following features shall not be permitted in Town of Hillsborough utility easements:

- Structures, buildings, foundations, footers, caissons, hardscapes, pools, ponds, lighting, etc.
- Trees, bushes, and other perennial large plantings.

- Retaining walls and retaining wall support systems such as geogrids, soil anchors, etc., unless specifically approved by the town.
- Stormwater control systems and best management practices such as wet ponds, stormwater impoundments, dams, berms, sand filters, catch basins, or similar. Discharge of level spreaders or other diffuse flow devices into Town sewer easements shall not be permitted.
- Overhangs or vertical structural elements such as second floor decks, gazebos, or bridges that span the easement, etc.
- Fences, longitudinally or perpendicular unless an encroachment agreement is executed with the town which requires certain clearances and access terms.
- Well or septic system piping, gutter outlets or yard drain piping, etc.
- Private water or sewer system components.
- Material storage areas.

Where easements are proposed “cross country”, the town may require installation of access barriers like gates to prohibit unauthorized access of pedestrians, all-terrain vehicles, etc. as part of the project. Easements shall not split property lines. Easements shall be recorded with the county register of deeds and must contain an exhibit or plat and language related to it. If infrastructure is not centered along an established easement, the easement will need to be adjusted before acceptance.

For other public utilities crossing water or sewer easement areas, an encroachment agreement shall be executed by the Town for such crossing with stipulations to include but not be limited to necessary casing or conduit piping, submission of as-built records and disclaimers for any damage caused.

#### *F. Utility Separations*

All utilities (electric, phone, gas, cable TV, etc.) shall be installed a minimum of three feet horizontally from all Town waterlines (existing and proposed). Where other utilities are installed closer to or cross any water or sewer main, they shall be installed in rigid conduit. Electrical transformers, and cable TV & telephone distribution boxes shall not be located within 5’ of existing or proposed water meters and/or sewer services. Water lines shall have a minimum of 3’ of cover. When crossing water bodies, water mains shall maintain a minimum of five feet cover unless otherwise approved by the Utilities Director or designee. In some situations, a NCDEQ 401/404 authorization may be required. Sewers should be designed for at least 5’ of cover and below water lines. Minimum separations between sanitary sewers and water lines and sanitary sewers and storm sewers shall be as specified by the NCDEQ, Rule .0906, and Recommended Standards for Waterworks, the most stringent. Minimum separations and allowable alternatives are noted in the Town of Hillsborough Standard Details.

Town water and sewer lines shall be located within Town or NCDOT ROW per Section 14-63 of the Town Code. Sewers be not allowed in dedicated easements except as determined necessary by the Utilities Department. All building footings, foundations or subgrade support structures must be located outside a 1:1 failure plane extending from the bottom of the existing or proposed sewer or water line to the ground surface. The Town is not interested in projects that require sewage pumping stations.

*G. Boring and Jacking*

When installed within a casing pipe, the carrier piping shall refer to ductile iron pipe standards, AWWA C600 and AWWA M41. Joints installed on ductile iron carrier pipes inside an encasement pipe shall use rigid restrained joints. Carrier pipes inside the casing shall be supported using approved pipe supports, three stainless steel (316 SS) supports (spiders) shall be used for each pipe segment. The end of each encasement shall be bricked closed to ensure adjacent soils do not encroach. Bore and jacks under NCDOT roads shall meet NCDOT requirements. The annular space under NCDOT roads may not be filled with concrete or grout. Bore and jacks under railroads shall meet the requirements of that agency.

Steel casing pipes and joints shall be constructed to prevent leakage of any substance from the casing throughout its length with a minimum thickness of 0.625 inches or as required by site-specific regulatory agencies, such as NCDOT or NCRR. Steel pipes are to be designed for the external and internal loads to which they will be subjected.

Grout between casing and adjacent soils shall consist of one part Portland cement, three parts sand and the minimum amount of water necessary to obtain the desired consistency; and all grout mixtures shall contain 2% of bentonite by weight of the cement. 2-inch diameter grout connections shall be provided and regularly spaced at 5' on center alternating at 30 degrees from plumb each side of the vertical centerline.

A boring and jacking specification and detail is required with the project submittal documents.

*H. Directional Drilling*

Directional drilling shall be performed for trenchless crossings of streams, rivers, or other water bodies, but shall not be permitted under roads. Directional drilling of gravity sewer systems shall not be permitted. Directional drilling shall be performed using HDPE pipe.

HDPE pipe shall be installed by horizontal directional drilling using a surface mounted rig, first to drill a guided hole along a bore path consisting of a shall arc and then to pull a string of pipe into the hole. Pull back is facilitated by a back-reamer, which enlarges the hole to approximately one and a half times the pipe diameter. Drilling fluids are injected into the bore hole to stabilize the hole and lubricate the pipe and drilling string. Tracking equipment is used to guide and direct the drilling.

When polyethylene pipe (PE) is pressurized, it expands slightly and shortens slightly. Shortening may be enough to disjoin unrestrained mechanical joints that are in line with PE pipe. Disjoining can be prevented by installing external joint restraints at mechanical connections, by installing line anchors, or by a combination of both. Contractor shall install mechanical connections with joint restraint at connection to mechanical joint pipe.

Note: Poisson Effect pipe shortening must be considered whenever the pipe is pressurized, both during the pressure testing, and when it is placed in service. Because pressures are usually higher during pressure testing (up to 150% of the system pressure rating), pipe expansion and Poisson Effect pipe shortening may be slightly greater during pressure testing. Before pressure testing, all mechanical joint restraints must be completely installed and secured per manufacturer's instructions. Concrete in-line anchors and thrust blocking (if used) must be fully cured (minimum of 21 days for 3,000 psi or 7 days for 4,500 psi concrete) and properly backfilled before testing. Restraint is not required at PE-to-PE butt fusion joints. Restraint is not required at bolted flanged joints. Mechanical coupling: Stainless steel internal stiffeners shall be used on all couplings to increase the seal. All couplings shall have restraint devices per the manufacturer's recommendation and installed per the Manufacturer's direction.

In some situations, a NCDEQ 401/404 authorization may be required.

#### *I. Utility Abandonment*

All inactive water and sewer services encountered, or made inactive by the scope of work, shall be fully abandoned. Abandonment of water services shall include removal of corporation and installation of a full seal clamp over the corporation's location. Abandonment of sewer services shall include removal of the saddle tap, wye, or other connection to existing sewer main with no gaps present that would allow inflow and infiltration. All inactive water and sewer mains encountered by or made inactive by the scope of the proposed work shall be removed as much as possible. Sewer mains shall be flushed of debris (recognizing the requirements of Section 4.C.) Mains not able to have complete removal shall be filled with flowable fill once water and sewer service abandonment is complete.

All sanitary sewer pumping stations made obsolete by gravity sewer systems shall be abandoned. The Town shall retain ownership of all equipment at pumping stations to be abandoned. The party abandoning the pumping station shall remove all equipment requested to be retained by Town staff and deliver said equipment to a location specified by the Town (within the Town's current service area). All equipment not delivered to the Town shall be removed and lawfully disposed of by the abandoning party. Once all equipment is removed, the pumping station wet well shall be filled with diggable, flowable fill to within 3' of grade. The final 3' of grade shall be compacted soil and seeded.

All above-ground racks, poles, fencing and appurtenances shall be removed by party abandoning the lift station. All gravel or other parking surfaces shall be removed, and grass shall be restored with approved seeding mix. The force main from the abandoned pumping station shall be flushed of debris

(recognizing the requirements of Section 4.C.) and removed as much as possible and the remaining filled with grout.

Once all utilities are abandoned, quitclaim deeds for any water and sewer easements no longer required shall be submitted to the Town for approval prior to legal recordation.

*J. Renewal or Relocation of Services for Redevelopment or Subdivision*

Redevelopment of parcels containing existing water or sewer services shall require renewal of such services to the main unless in the opinion of the Utilities Director or designee after submittal of conditional evidence by the owner/builder that such services are properly sized, are not of substandard materials, are not leaking, crushed, cracked, corroded, or have other evidence of inadequacy that is harmful to the utility system. Furthermore, any meters or clean outs not at the right of way or edge of easement, or located on other parcels, shall be relocated to a location legally accessible to Town meter reading staff as a condition of building permit approval. Any subdivision of property that results in existing services remaining on other parcels shall be relocated to the parcel being served.

*K. Standard Details and Approved Materials List*

The Town of Hillsborough has developed Standard Details for many of the specifications presented herein. The details shall be reviewed for additional specifications not stated in this document. Details shall be incorporated into the design plans as applicable. A list of the standard details available is presented below. The Town may request project-specific details be developed for projects where a standard Town detail does not exist or is not appropriate for the situation.

Materials and products shall be from the Town's Approved Materials List. Substitutions of equal products will be considered on a case-by-case basis and only approved by the Utility Director or designee, in writing. Where the Town's specifications and details conflict, the specifications shall govern. Where the Town's pre-approved products list and details conflict, the pre-approved products list shall govern. The Standard Details and Approved Material Lists may be modified from time to time without Board of Commissioners adoption.

[TABLE FOLLOWS]

General		Water		Sewer	
G-01	Utility Separation	W-01	Hydrants	S-01	Air/Vacuum Release Valve for Sewer Force Main
WS-01	Valve Box Assembly and Gate Valve	W-02	Flushing Device for New Water Main Extensions	S-02	Cored Connections for Sewer Wetwell or Manhole
WS-02	Thrust Blocking	W-03	Reduced Pressure Backflow Preventer (RP)	S-03	Sewer Service and Cleanout with Collar
WS-03	Trench Details	W-04	Double Check Valve Assembly (DCVA)	S-04	Odor Control for Sewer Pumping Station
		W-05	Water Main Taps	S-05	Electrical Panel Riser Diagram (Typical)
		W-06	Residential Water Meter and Box	S-06	Pumping Station Valve Vault
		W-07	Commercial Water Meter and Vault	S-07	Pumping Station Yard Hydrant and Meter
		W-08	Backflow for Fire Line	S-08	Precast Concrete Manhole
		W-09	Water Meter Location	S-09	Frames and Cover
		W-10	Air Release Valve – Water	S-10	Outside Drop Manhole
		W-11	Blow-Off Detail	S-11	Doghouse Manhole
		W-12	Temporary Faucet	S-12	Aerial Crossing

## 5. WATER

### A. *Piping, Hydrants, Valves and Other Appurtenances*

Piping for public water extensions shall be Ductile Iron Pipe (DIP) Pressure Class 350 cement mortar lined interior/asphaltic coated exterior. Bedding shall be installed as Type 2, 3, 4 or 5 as described in ANSI/AWWA C150/A21.5 and ANSI/AWWA C151/A21.51. Pipe shall have a burial depth of 3' minimum. When crossing water bodies, water mains shall maintain a minimum of 5' of cover unless otherwise approved by the Utilities Director or designee.

A professional engineer shall supply restrained joint pipe calculations with construction drawings. The restrained joint calculations shall be performed using the Ductile Iron Pipe Research Associated (DIPRA) Thrust Restraint Design for Ductile Iron pipe methodology or approved equal. PVC pipe shall not be accepted where restraint is required.

All new water mains proposed for acceptance by the Town shall be DIP and 6" minimum diameter. Existing 2" waterlines that would serve the parcel to be developed shall be replaced with 6" waterlines as needed to ensure new 6" waterlines are not fed exclusively by 2" waterlines and that adequate fire protection is provided. Proposed water mains shall extend across the entire length of the parcel to be served. Materials shall be from the Approved Materials List. Blue marking warning tape shall be placed

2' above installed water lines. The tape shall read "CAUTION – BURIED WATER LINE". In certain situations, the Town may require pipe markers.

DIP water main shall be installed in accordance with AWWA C600 and AWWA M41 guidance, latest version as of the time of construction.

Polyethylene encasement shall be provided for ductile iron pipe and fittings, unless exempted by the Town, to prevent contact between pipe and surrounding materials and utilities to protect from corrosive soils and stray currents from other utilities. Polyethylene encasement shall be in accordance with ANSI/AWWA C105 and from the approved materials list.

For water crossings greater than 15' in width, pipes shall be constructed with flexible, restrained watertight joints. Aerial water mains shall be prohibited unless authorized by the Utilities Director or designee, and Public Works Director or NCDOT, in writing prior to implementation. Piers for aerial crossings of water or sewer shall be designed and sealed by a structural engineer and included in the project submittal package. Water mains crossing roads may require encasement piping. If the Standard Detail of the town is not appropriate for the application, the engineer shall provide a specific detail. Town water mains shall be extended in NCDOT ROW or Town ROW across the frontage of any parcel where a new connection is proposed. Dead-end water mains shall not be permitted if the waterline extension can be extended 300' or less to connect to an existing Town waterline and eliminate the dead-end waterline. Otherwise, a blow-off or flushing device will be required at the end of dead-end mains.

Two discrete connections to the Town's water distribution system shall be provided for all developments to be ultimately designed for 100 units or greater, or equivalent flow, whether phased or not, or as required to meet other town-wide or system-wide needs per Town Code. An inline valve must be existing or proposed between the two connection points, and water must be available to the entire development through one of the two connection points under any main break scenario on the Town's existing system.

Hydrants shall be 5 ¼", dry-barrel, AWWA C502, as manufactured by Clow (Medallion), or Mueller. Alternate manufacturers and models are not acceptable without pre-approval by the Utilities Director or designee. Hydrant flanges shall be installed between 2" and 6" above surrounding final grade (after landscaping), and hydrants shall be installed with a minimum 12" clearance between the edge of the hydrant and the sidewalk. Hydrants shall not be installed in existing or proposed roadside ditches, sidewalks, stormwater control measures, or driveways. Bollards shall be provided at hydrants where required by Utilities Director or designee. A 350 ductile iron Gradelok hydrant leg, conforming to AWWA C153/C104, may be used for grade adjustment.

Hydrants shall be located a minimum of 6' behind the edge of the curb, 10' from the edge of pavement in locations without a drainage ditch, or behind the ditch. Spacing shall be 500 feet between hydrants. Resilient wedge gate valves shall be required on the main line and hydrant leg at all hydrants. Hydrant legs shall be restrained joint and rodded from the main through the valve and to the hydrant. Fire Department Connection (FDC) shall be mounted between 24" and 36" above surrounding grade. Public hydrants shall be factory-painted in Safety Red. Private hydrants shall be factory-painted Safety Yellow and shall have an RP-Detector backflow preventer installed on the customer's side of the property line near the service connection.

Clow or Mueller resilient wedge gate valves (AWWA C509) shall be used on water lines in buried service. Three valves shall be installed at all tees, and four valves at all crosses. Mainline valves shall be installed every 1000' on water. Additional valves shall be furnished on existing mains to meet these requirements.

All castings shall be made-in-USA conforming to ASTM A48, Class 35B, gray cast iron. In unusual circumstances where vaults, valve or meter boxes are approved in pedestrian traffic areas such as sidewalks or trails, materials shall be traffic rated. All other vehicular traffic areas shall match the same for traffic loading.

A #9800 Eclipse Automatic flushing device (manufactured by The Kupferle Foundry Company) shall be installed for every 2,500 feet of water line installed with no planned connections for all new water line extension projects. Location and need of automatic flushers to be determined by the Utilities Director or designee. Blow off or flushing device must also be installed at the end of all dead-end lines if such lines are approved. A 2" Neptune T-10 water meter (with Auto-Detect ARB and R-900 MIU (radio read) shall be installed for each installed flushing device and purchased from the Town. All water main taps 6" and greater require a cut-in tee and inline valve. Mains 2" and smaller require saddle taps. Galvanized mains shall be replaced in place in lieu of tapping without Town participation in the cost. The galvanized main shall be replaced across the project's frontage or to nearest stable waterline material, whichever is farther. Mains greater than 2" may not connect to 2" mains unless the main is the second connection on a looped system.

Air release valves are to be used to bleed air during filling of a water line and to automatically vent air that collects in the water lines. Pressure air release valves shall be located at high points on proposed waterlines that are at least 8" in diameter. Air release valves shall be 2" connections, Vent-Tech Model WTR Series C or equal as approved in writing by the Utilities Director. The valve shall be housed in a precast concrete eccentric manhole. All pipe and fittings are to be brass including the plumbing gate valve.

*B. Backflow and Cross Connection Control*

A Reduced Pressure (RP) backflow prevention assembly (AWWA C511) is required as outlined in Section 14 of the Town Code immediately after the meter in an above-ground ASSE 1060 compliant enclosure



(Class I or II) for all commercial, industrial, institutional, or irrigation services where a severe hazard exists (as defined in NCAC 15A-18C Appendix B). A double check valve assembly (DCVA) (AWWA C510) shall be installed immediately after the meter in an above-ground ASSE 1060 compliant enclosure (Class I or II) for all commercial/industrial/institutional/irrigation services not requiring an RP (unless requirement is waived on a case-by-case basis). A Detector assembly shall be provided for all fire services (RP-D or DCDA depending on hazard level). An RP-D is required if a Fire Department Connection is installed on the fire service. Fire service strainers shall be installed on fire services prior to the backflow preventer.

The location of backflow preventers within the Historic District shall be determined on a case-by-case basis, in compliance with Historic District Design Guidelines. A dual check valve shall be installed on residential services at the meter yoke. RP and DCVA assemblies shall be approved by USC-FCCCHR and ASSE, shall be tested by a certified tester after installation, and test results shall be provided to the Town. Dual check valves shall be ASSE approved. RP assemblies shall have a minimum of 12" clearance on all sides. DCVA shall have adequate clearance for testing. RP and DCVA assemblies shall be installed over a concrete pad base, and all exposed (non-buried) piping through vaults shall be flanged ductile iron or copper (compression joints/fittings). Copper piping passing through concrete shall include a collar/sleeve at the concrete interface. All fire service installations shall fully comply with NFPA requirements.

Backflow prevention is required on homes that also utilize a non-potable well or will have a swimming pool per Town Code.

### C. *Meters, Vaults, and Services*

Meters shall be Schlumberger Neptune brand. Models shall be T-10 (<2"), Tru/Flo Compound or Mach10 Ultrasonic (2" – 6") or HP Turbine or Mach10 Ultrasonic (8" – 10") with Auto-Detect ARB and R-900 MIU (radio read). All meters and strainers, where needed, shall be purchased directly from the Town. Flanged bronze strainers by Neptune shall be installed immediately before all 2" and larger compound meters with appropriately sized spacer installed between the strainer and meter to avoid meter inaccuracies. The proposed meter size shall be reviewed and approved by the Town prior to implementation and shall be at least 5/8". Meters shall be sized used AWWA's M6 meter sizing methodology.

Homes with residential sprinkler systems shall require a minimum of ¾" meters. If proposed services are excessively long or have steep topography at the discretion of the Utilities Director or designee and where volume or pressure is of concern, a larger meter and service line size may be required as a condition of service, or service may be denied. In these cases, a plumber or engineer shall provide calculations demonstrating the meter and service line is sufficient.

All residential size meter box lids shall be cast iron with pre-drilled 2" hole for Pro-Read disk installation. Hatches for large meter boxes shall be hinged aluminum and be drilled with a 2" hole adjacent to hinge area. Residential size meter boxes (5/8", 3/4" and 1") shall be standard rectangular black plastic boxes, 12" deep, with flared bottom. Boxes for 1" meters shall be a minimum of 22" x 35" at the base. Large (>1") meter boxes/vaults shall be pre-cast concrete, with drainpipe at the bottom of the vault to daylight (and shown on the plans), unless approved otherwise.

Irrigation lines must have separate meter, be tapped separately, and have an RPZ backflow preventor. Separate irrigation services are considered subject to water connection fees.

All piping (>1") through vaults shall be flanged ductile iron or copper (compression joints/fittings) with Linkseal, or equal, provided at penetrations. Meter vaults shall be no deeper than stated on the applicable Standard Detail (from ground surface to vault bottom) with adequate personnel entry points for service. Water taps shall be a minimum of 1' from the main to the meter box.

All water meter locations shall be coordinated with the Utilities Department and shown specifically on the plans. Meters shall be grouped in pairs at adjoining property lines, unless approved otherwise. All water meters shall be located at the property line adjoining the public road right-of-way (unless approved otherwise) and shall be no deeper than 12" below grade for residential size meters. The domestic service may be tapped off the fire service only when the fire service is 6" or larger (NFPA 24).

Services shall not be permitted to cross private property lines except with the Utility Director's prior approval. Meter boxes, curb stops, and bedding shall be installed per Town details. Meter boxes shall not be stacked to meet grade. The meter box surroundings shall be graded to make water drain away from such. Care shall be taken to ensure the valves are facing the proper direction and the box cleared of debris or the meter cannot be set and a return trip fee will be incurred. Any locations approved in trafficked areas (vehicular or pedestrian) will be required to be traffic rated.

Water services shall be minimum 1" Type K copper, or Class 350 DIP. PEX crosslinked polyethylene (2" or smaller) that meets the requirements of AWWA C904-2016 Crosslinked Polyethylene (PEX) Pressure Tubing may be used on a case-by-case basis as approved by the Utilities Director, or designee, primarily due to the type of soils present. Non-metallic services shall have tracing wire placed from the main to the meter and continuity of such verified.

Taps on existing or proposed distribution mains shall be Ford double band brass saddle per the Approved Material List. All taps on existing copper or distribution mains must be discussed directly with Town staff prior to implementation. All service connections shall be backfilled properly under the corporation stop to prevent undue stress on the connection. Residential water meter boxes shall have orange temporary safety fencing (or other Town-approved barrier) installed around the meter area to protect the installation during home construction activities. Services shall be made perpendicular to the main and within the parcel boundaries it will serve.

Buried couplings between existing services and new services must be rated for use underground, “shark bites” or similar transition couplings will not be allowed. Pressure reducing valves on all new services are required.

Temporary faucets installed for construction shall be a minimum of 10’ from the meter box. Temporary faucets shall be removed before occupation of the structure. Refer to the TOH Temporary Faucet Standard Detail for additional requirements. Temporary faucets are subject to all town water and sewer charges.

*D. Fire Protection Systems*

The Town of Hillsborough and Orange County have adopted Appendix B and C to the North Carolina State Building Code Fire Code Requirements. Residential fire sprinkler systems shall be designed to NFPA 13D requirements (multipurpose systems). Fire flow required by a proposed project shall be calculated in accordance with these requirements. Where fire flows are required, they shall be identified on the construction drawings.

Sprinklers shall share the home plumbing system and be looped to minimize dead ends. No additional backflow prevention device/assembly shall be required. Calculations and layout of the residential sprinkler system shall be provided as a condition of connection to the town system.

**6. SEWER**

*A. Piping, Manholes, Valves and Other Appurtenances*

Gravity sewer piping shall be Ductile Iron Pipe (DIP) Pressure Class 350 epoxy lined interior/ asphaltic coated exterior (Conforming to AWWA C150 and AWWA C151 and with rubber jointed gaskets conforming to AWWA C111), or SDR 35 PVC (pipe and fittings meeting ASTM 3034; gaskets conforming to ASTM F477).

Gravity sewer mains requiring a collection system extension permit (public or private) shall be a minimum of 8” diameter. A collection system is a pipe that serves more than one building on separate parcels. Eight-inch gravity sewers shall be designed with a minimum slope of 0.5%. Other sized sewer slopes shall be in accordance with NC DEQ Minimum Design Criteria for Gravity Sewers. Acceptance of smaller mains shall be an exception and not without permit variance approval from the state and only after Town approval of the concept. Gravity sewer systems shall be sized to serve the entire buildout sewer flow of the basin upstream of the proposed system. Gravity sewer mains shall extend across the entire parcel.

Gravity sewer mains shall be installed within public ROW where possible, and in alignment where manholes are kept out of the wheel path of vehicles in paved surfaces. When topography and hydraulic

conditions preclude gravity sewer alignments in ROW, gravity sewer shall be installed in public utility easements. Easements shall be located along property edges to minimize impacts to current and future owners. Gravity sewer lines installed along property lines where easements encumber two parcels shall be prohibited unless in approved in writing by the Utilities Director or designee. See earlier specification sections regarding easements and separation distances. Aerial sewer mains shall be prohibited unless approved by the Utilities Director or designee in writing. Piers for aerial sewer mains shall be designed and sealed by a structural engineer and meet all state and local criteria for placement. Calculations shall be submitted with the drawings and specifications for the project.

Piping deeper than 16' shall be DIP for the entire length between manholes, with 5' diameter manholes required. Manholes 20' deep or deeper shall be 6' diameter and are approved on a case-by-case basis. Manholes of significant depth may require intermittent landings or fall protection apparatus. Pipe bedding shall be as recommended by the manufacturer, with crushed stone bedding required for PVC pipe. Non-erosive warning tape shall be placed 2' above the sewer mains. Tape shall be green and indicate, "CAUTION – BURIED SEWER MAIN." In certain situations, the Town may require marker posts.

Manholes shall be pre-cast concrete with cast-in-place or pre-cast inverts. All castings shall be made-in-USA conforming to ASTM A48, Class 35B, gray cast iron. Castings shall be per Standard Detail. Manhole tops shall be a minimum of 18" above grade in unpaved areas not adjacent to public roads (grade rings not allowed in unpaved areas). No more than 12" of grade rings (or a maximum of two grade rings, whichever is less) will be allowed from the top of the cone to the bottom of the manhole ring (including 2' diameter sections cast into the manhole sections above the cone). Grade rings can be of concrete or composite materials and be installed underneath the ring and cover, steel rings inserted into the manhole rim (or other, similar technology mounted in the rim) are prohibited.

When manholes are situated in floodplains, manhole covers shall be watertight and vented above the 100-year floodplain every 1000 feet. Conseal CS-212 Polyolefin backed exterior joint wrap or approved equal shall be used on all manhole and pump station joints, including grade rings. Cored holes with rubber boots shall be required for manholes and pump stations where pipes are inserted. Rubber boots shall be manufactured by A-Lok, NPC, or Press-seal Corporation. Elevated manholes outside of the ROW shall be hinged frames and covers.

Core drilling existing brick or block manholes is prohibited, replacement of the brick or block manhole with a pre-cast manhole is required prior to connection.

Doghouse manholes should be avoided by specifying full replacement of the manhole and a stub of at least five feet of sewer with a connector piece and a cap to the existing sewers. Should the Utilities Director or designee approve doghouse manholes, refer to the relevant Standard Detail. Repair bands are prohibited unless authorized in writing by the Utilities Director or designee. Repair bands must be per the approved materials list.

**B. Sewer Services (Taps or Laterals)**

An individual sewer service shall be provided for each property from the property line to the sewer main. Sewer services for new construction shall be installed perpendicular to the main with an in-line wye fitting. Service connections to existing manholes shall not be permitted unless approved in writing by the Utilities Director or designee. Saddles or band fittings are not acceptable for new construction. New services cannot be connected to the following:

- existing sewers that are less than 8" in diameter unless approved by the Utilities Director or designee
- sewers in deteriorated condition or of substandard material
- services serving other buildings unless on the same parcel and properly sized
- force mains
- areas without established easement without rectification

See earlier section regarding renewal of existing services for redeveloped or subdivided lots. Services to be tapped into existing iron or PVC sewer mains shall be per the Approved Materials List or pre-approved equal and shall have precision-cut entries into the sewer main that match the saddle used (no sharp or protruding edges). Coordination with the Utilities Department prior to tapping existing mains shall occur and special circumstances and materials shall be provided for tapping atypical existing materials such as truss, Orangeburg, reinforced concrete, galvanized, pipe that has been lined, etc. Connections to existing mains may not be hammered, chiseled, or impacted for access, but must be saw cut.

Services shall be a minimum of 4" in diameter and constructed with Schedule 40 PVC. Services shall have cleanouts installed at all changes in direction and at the right of way. Cleanout caps shall be brass screw type and inverted when in pedestrian areas. Connections to new mains shall be made with in-line wye connections, connections to existing mains shall be made a sewer saddle on the approved material list or approved equal. All taps must be made at the 10 o'clock or 2 o'clock position. Taps at any other location are prohibited. Upon proper installation and acceptance, the town will assume ownership and maintenance from the sewer main wye connection to the clean out at the right of way. Tracer wire shall be provided on all plastic sewer services per NC One Call requirements and continuity confirmed.

A pre-cast concrete ring shall be installed around cleanouts in non-paved areas. A 2' x 2' cast in place concrete pad shall be installed around all cleanouts in paved areas. A traffic rated "mini manhole" per Standard Detail is also allowable if cleanouts are approved within a paved area.

Private grinder pumps to connect to gravity sewers where single buildings are lower than the sewer are allowable. These are considered private to the owner and the town will not own or operate such

systems. Their installation shall be to applicable plumbing code except that ejector stations are not allowable. The pump must be either semi-positive displacement or centrifugal grinder pump in a simplex or duplex package configuration depending on application. Residential packages may be simplex. The grinder pumping station discharge must not cross property lines or travel down a road right of way.

Concrete shall be level with finished grade, and top of cleanout 2" above the concrete.

## **7. SEWAGE PUMPING STATIONS**

Municipal style pumping stations are not permitted on new projects unless the applicant can demonstrate it is hydraulically not feasible to serve the proposed development with a gravity sewer system. Distance to the existing sewer system or potential costs of a gravity sewer system extension are not sufficient reason for a proposed pumping station. The Board of Commissioners may decline requests to serve projects where municipal pumping stations are required and all pumping stations must be approved by the Board of Commissioners.

A Preliminary Engineering Report (PER) reviewed and approved by the Town is required for all pumping stations prior to review and approval of any construction drawings that rely on the pumping station for service. The PER must demonstrate the pumping station can meet the standards established in NC DEQ's Minimum Design Criteria for the Permitting of Pump Stations and Force Mains. The PER must include the following:

- An analysis of potential discharge locations, including an analysis of the capacity of the downstream sewer to receive the proposed discharge through other downstream pumping stations and the wastewater plant
- Pump, wet well and line sizing calculations
- Velocity calculations for the entire length of the force main, including discharge headers, for both startup and buildout conditions
- Total Dynamic Head (TDH) consistent with the state's Minimum Design Criteria for the Permitting of Pump Stations and Force Mains
- Surge analysis of the pumping station and force main, including an analysis of a sudden power loss scenario
- Cycle times and runtimes of the proposed pumps
- Generator sizing calculations. On-site generators are required for all lift stations
- Analysis of discharge head conditions and an analysis of Variable Frequency Drive or soft start applicability.
- Anti-floatation calculations for the valve vault and wet well

If approved, sewage pumping stations shall be duplex submersible unless approved otherwise by the Utilities Director or designee. Motors shall be minimum of 5 hp, and must be 3 phase, 480V, 60 Hz, 1800 rpm maximum. Force mains shall be a minimum of 4" and designed to meet state design criteria for velocity and passing solids. Pumps shall be non-clog centrifugal pumps, Flygt N-Series, or equal, unless approved otherwise by the Utilities Director.

Grinder pumps shall only be approved when conditions preclude other selections. Identical pumps shall be provided on duplex or greater pumping stations. Pumps shall be as stated in the Approved Materials List. One spare pump and motor shall be provided that is identical to the pumps installed in the station. One spare set of floats shall be provided to the Town. Alternate level sensing equipment such as bubbler or pressure sensing and alarm notifications shall be approved by the Town during review.

Manifolded force mains are prohibited. Diesel pumping stations are prohibited. All pump stations must be locally controlled. SCADA integrated controls for load management are not permitted.

Pumping station wet wells shall be round pre-cast concrete, 6' inside diameter minimum with a stainless-steel vent and bug screen. Top shall be pre-cast concrete, with cast-in aluminum double-leaf hatch. The hatch shall be at least 48" by 36" and align with the slide guides for the submersible pumps to allow pump removal.

A 1,000-gallon odor control chemical tank and chemical feed metering pump (adjustable and sized for manufacturer's recommended application rate), piped to a point just below the wet well hatch, shall also be provided, and shall be filled with calcium nitrate tetrahydrate, or chemical specified by the Utilities Director or designee, prior to operation. Refer to the odor control Standard Detail.

Sewer force main piping shall be green PVC SDR 21 or C900/905 AWWA C150 and AWWA C151, with combination air & vacuum valves at all high points (see standard detail and approved material list for valve information). Combination valves shall also be provided every 1000', on both sides of stream crossings, on both sides of collector streets and controlled access NCDOT roads, and at both ends of all encasements or directional drill installations. Force mains shall be installed in steel casing pipe where installed under roads or railroads in accordance with NCDOT and NCRR specifications, as applicable.

Trace wire shall be installed over sewer force main piping, and shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness colored green. Direct bury wire connectors shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner to prevent any uninsulated wire exposure. Non-locking friction fit, twist on, or taped connectors are prohibited. All termination points shall utilize an approved trace wire access box, specifically manufactured for this purpose, and shall include a manually interruptible

conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection. Tracer wire must be properly grounded at all dead ends/stubs with a drive-in magnesium grounding anode rod with a minimum of 20 feet of #14 red HDPE insulated copper clad steel wire connected to the anode (minimum 0.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility. The connectivity of the tracer wire shall be demonstrated after installation and prior to acceptance. Non-erosive warning tape shall be placed 2' above the force main. Tape shall be green and indicate, "CAUTION - BURIED SEWAGE FORCE MAIN."

Prescreening of raw wastewater may be required, the Utilities Director or designee may require prescreening if discharge to a receiving pumping station without pretreatment is proposed.

Gravity sewer manholes receiving force mains, either existing manholes or proposed manholes, must be lined with epoxy liner. A submittal of the proposed product shall be provided for approval by the Utilities Director or designee. If the receiving manhole is brick or block or in poor condition, its replacement shall be specified and completed (with acceptance testing) before a force main connection is allowed.

Pumping station electrical panels shall be NEMA 4X, UL listed, with alarm horn/light with silence switch, pump alternator & switch, pump run-time hour meters, contacts for RTU/SCADA, heater/thermostat, phase monitor, and run lights. Control panel lights shall be LED and of color and materials on the approved materials list. If a traditional float system is not provided, an MJK 704 Level/Pump Controller/Transmitter/Flowmeter/Datalogger with Model 2100 Pressure Transmitter & mounting bracket shall be installed to control the pump operation. Two level control floats shall be provided for low level alarm and high-level alarm as backup units tied-into the power control panel (separate from the pump controller). A discharge flow meter with a 4-20mA signal shall be required and integrated to any PLC and SCADA systems.

All electrical panels shall be mounted to an aluminum or 0.4 pressure treated lumber (PTL) backboard with 4" diameter aluminum or 6"x6" 0.4 PTL posts, with aluminum rain cover (or other pre-approved material) extending 36" from backboard over panels. A 4' LED light with switch shall be mounted under rain cover. A 110V GFCI power outlet shall be installed in the electrical panel. See Standard Detail for layout and additional requirements along with the Approved Materials List. A laminated single line diagram of all onsite wiring shall be provided to the Town at pumping station startup. All electrical services to pumping stations shall be three-phase "wye" services unless approved by the Utilities Director or designee.

Resilient wedge gate valves shall be installed on the influent piping and force main piping. Force main gate and check valves shall be in a separate vault next to the wet well. Gate valves shall be installed on each pump line and on the force main and check valves on each pump line. A tee (with the leg facing up), plug valve, and quick-connect fitting shall be installed on the discharge side of one check valve as a "pump-around" connection inside the valve vault. The pump around connection shall be configured to



allow the station to be run with an above-ground temporary bypass pump during an emergency. An equal size blind flange shall also be provided for maintenance purposes. Access hatches shall be placed above steps into the vault and in proximity to a light switch. Vaults shall be drained to the wet well with small diameter (2") plastic or steel piping. Wall penetrations shall be sealed with Linkseal, or equal. The vault floor shall be sloped to allow for positive drainage. The wet well piping shall have a duckbill type outlet on the drain line. Valve vaults shall have an LED weatherproof light and switch.

All guide rails, fasteners, hardware, and miscellaneous metals inside the wet well shall be 316L stainless steel. Access ladders shall be aluminum, composite, or stainless steel. Piping inside the wet well shall be flanged ductile iron or stainless steel. Wet well vent shall be 316L stainless steel gooseneck with a screened outside end. A yard hydrant with water meter and backflow device connected to potable water per the Standard Detail shall be installed at the pumping station site, unless approved otherwise.

Access hatches shall be hinged and lockable, with stainless steel or aluminum frame, and ¼" thick aluminum diamond plate door(s). All hardware and hinges shall be 316L stainless steel.

All new pumping stations shall have permanent on-site standby power with auto transfer switch and highest-level sound-attenuating enclosure, and Mission Communications telemetry equipment as specified by the Town with wet well module installed with the first year of service pre-paid. Generators shall be as manufactured by Generac, Kohler, Caterpillar/Olympian, or pre-approved equal. Generator shall operate on natural gas (or diesel fuel only if natural gas is unavailable to the site). Generator shall be sized to operate all pumps simultaneously and start the lag pump while the lead is operating. If diesel fuel is required, a double-walled tank with 48-hours of storage shall be provided.

Pumping station sites shall be sited on at least 0.25 square acres, have 6" depth (minimum) of ABC stone covering entire site underlain with geotextile fabric (to prevent weed growth), and include perimeter black plastic-coated chain link fencing (6 feet high, provided with black plastic privacy slates, topped with 3 strands of barbed wire, and 16 foot wide double leaf lockable gate), and dusk-to-dawn LED area light with independent circuit breaker (or switch) in main electrical panel. Alternate fencing materials may be required based on individual site conditions. Padlocks shall be provided for the gate, electrical panels, and access hatch(es) and shall be keyed to the Town's system. The town prefers sites be acquired in fee simple and dedicated to the Town. Easement access is at last resort. Access to the site shall be established with a 12' wide paved or stone drive with turnaround area for large equipment. Developer shall provide a \$50 allowance for purchase of identification signage for the station.

## **8. Collection and Distribution Acceptance Testing Requirements**

### **A. *Water Distribution Flushing and Testing***

All flushing and other use of water from the Town system shall be coordinated with the Utility Director or designee and always measured. Contractor shall pay for all water used unless Town capital funds

are used on the project. Options for water include renting a hydrant meter or obtaining bulk water from the Town's water plant or outside of town. Note that tampering fees and penalties will be assessed for using a hydrant or tapping a water main without prior authorization from the Town.

All water piping shall be pressure tested in accordance with AWWA C600 to 200 psi for a 2-hour period. Pressure testing shall be performed with hydrants and services installed. Allowable leakage from the main is determined by the following formula:

$$L=(S*D*P^{1/2})/148000$$

L=Allowable leakage (gallons per hour), S=Length of pipe tested (feet) D=Nominal diameter of pipe (inches), P=Average test pressure (psig).

After successful pressure testing, all water piping shall be sterilized by chlorination in accordance with NCDENR and AWWA C651 (Section 4.4.3 - Continuous Feed Method) requirements. A chlorination and dechlorination plan is required for all water mains prior to implementation. The plan shall include proposed isolation valves, dechlorination methodology, disinfection chemical and duration. The Town shall review and approve the proposed chlorination plan prior to implementation.

The requirements of NCAC Title 15A, Subchapter 18C, section .1003 are to be followed (50 ppm chlorine, hold for 24 hours with a minimum of 10 ppm during that period). The line shall produce two consecutive negative bacteria samples drawn at least 24 hours after flushing of super-chlorinated water, and at least 24 hours apart, and tested by a State-approved laboratory. A list of approved laboratories is located on the NCDEQ / DWR Public Water Supply Section website at: <http://deq.nc.gov/about/divisions/water-resources/drinking-water/drinking-water-laboratories>. If any samples fail, the sterilization procedure shall be repeated until satisfactory results are obtained. Copies of all testing results and water usage data shall be submitted to the Utilities Director or Utilities Inspector when received. Test results are required for Town acceptance and must be received and approved prior to connecting new or existing customers. The Utilities Inspector may implement chain of custody requirements for all samples. Sample results shall clearly state the name of the project and location of the sample.

Mains that have not passed bacteriological testing may not be connected directly to the Town's water system and must be filled and tested through an approved backflow prevention system. Town hydrant meters meet this requirement. Sampling and fill lines and connections must be provided to allow filling and flushing through backflow prevention systems as well as to collect samples. Samples will not be collected from existing or proposed hydrants. Taps made to allow filling and draining the new line must be removed prior to Town operation.

Chlorinated water shall be properly disposed of in accordance with NCDEQ requirements. Chlorinated water shall not be discharged to storm sewers, ditches or overland. Super-chlorinated water shall be de-chlorinated with a neutralizing chemical upon discharge from water lines and metered.

*B. Collection System Testing*

All PVC gravity sewer mains shall be air tested in accordance with ASTM F 1417 – “Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air”. For ductile iron pipelines, test in accordance with the applicable requirements of ASTM C924.

Tests shall be performed after services are installed. Plugs shall be secured to prevent blowouts and all pressure released before removal of plugs. Plug installation and removal shall be documented to ensure all plugs are removed when sewers are placed into service. A mandrel (95% of base inside diameter) shall be pulled through all PVC gravity mains to test for unacceptable deflection per ASTM D3034 and F679. Deflection-tested 30 days after backfilling, shall not exceed 5%. An alternative to waiting 30 days is to submit a certification from a soil sampling firm indicating that backfill was compacted to 95% maximum soil density.

All gravity sewer mains and services (to the customer cleanout) shall be cleaned, smoke-tested and televised in the presence of Town personnel, unless waived, after all other utilities have been installed, prior to acceptance, and at the end of the warranty period. See Appendix A for the cleaning and televising specifications, including deliverables.

Force mains shall be hydrostatically pressure tested in accordance with the NCDEQ Minimum Design Criteria for the Permitting of Pump Station and Force Mains. Allowable leakage shall be as determined by the formula provided by this standard.

All new manholes shall be vacuum tested before and after backfilling according to ASTM C1244. Manholes that fail the test according to ASTM C1244 shall be brought to a passing condition.

All deficiencies shall be corrected prior to acceptance and operation. Copies of all testing results shall be submitted to the Utilities Director as a condition of acceptance.

*C. Pumping Station Start Up Testing*

Pumping station start up shall be performed in accordance with the pumping station startup checklist provided by the Town at the pre-construction meeting. The following must be confirmed as operational at start up prior to Town acceptance for operation and maintenance:

- Pumps – Pumps must exceed the build out design point at startup during a drawdown test
- Generator – Generator must be delivered full of fuel and automatically start when the main power

to the site is disconnected. The generator must be able to start a second pump with one pump in service without main power

- PLC – PLC must receive signals from wet well level indicators and transmit signal appropriately to the Town's SCADA system
- Level Control – Level controllers must function and engage appropriate pumps
- SCADA – Lead pump, lag pump, low and high alarms must report accurately to Town SCADA systems.
- Site – Site must be fully graded, clear of trash and debris, and fenced per the approved drawings.

*D. System Final Approval and Acceptance*

Acceptance of water or sewer extensions for public ownership shall be per the WSEC. This includes submitting the CAD and PDF record drawings and information as presented in the town's As-Built Digital Submittal Requirements in Appendix B. Note that individual building permits or sign offs for subdivision homes may NOT be approved until terms of the WSEC are satisfied. Builders are advised not to schedule closings before discussion with the Town on acceptance status. It is also advised to not submit bulk approvals where town staff can become overburdened and unable to respond in a timely manner. Communication with the town on construction status is preferable as while the Town will strive to accommodate construction schedules for approvals, a lack of communication or short notice will not constitute an emergency requiring a diversion of other important duties to accommodate. Not being prepared if the Utilities Inspector is called for observations will result in return trip charges in accordance with the Town's fee schedule.

Acceptance of individual water and sewer services not constituting an extension shall be upon Utilities Inspector review and approval for Certificate of Completeness sign off after any inspection fees are paid. In the case of buildings requiring backflow devices, which may also include residential buildings having irrigation, non-potable wells, or swimming pools, a passing backflow test shall be uploaded to BSI Online and received by the Town prior to approval. Buildings requiring fats, oils and grease control shall also be inspected and approved prior to sign off.

**APPENDIX A**  
**CLEANING AND CLOSED-CIRCUIT TELEVISED VIDEO (CCTV) INSPECTION**  
**SPECIFICATIONS for SEWERS, MANHOLES, AND SEWER LATERALS**

Incorporated by reference.

This appendix will be modified as necessary without  
requiring Board of Commissioners adoption

**PART 1 GENERAL**

1.1 DESCRIPTION

- A. Scope: Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to perform video inspection of sewer piping, manholes and laterals from mainline (to cleanout, or edge of right of way or easement), including all requirements to clean pipe, mains and/or lateral connections.
- B. This specification assumes traditional CCTV methods. However, the town may accept alternative methods such as sonar investigation with submittal and approval of equipment, specifications and proposed deliverables that produce the same desired information.

1.2 REFERENCES

- A. NASSCO's Assessment and Certification Program for pipelines, manholes and lateral (PACP/MACP/LACP), latest version, for standard TV inspection form and condition codes.

1.3 QUALITY ASSURANCE

- A. Videographer shall be certified through NASSCO's PACP/MACP/LACP program and have 2-years of experience.
- B. Video inspection firm shall have a minimum of 5 years of experience in buried piping video inspection.
- C. Videographer shall conform to coding and reporting guidelines specified in PACP, MACP and LACP, including report annotations, pipe conditions, pipe defects, and severity ratings for all inspection types, regardless of the type of camera utilized.
- D. Contractor shall maintain a master copy of all reports and recordings for two years after Final Completion.
- E. Quality of inspection recording shall be acceptable to TOWN when viewed on a standard computer monitor.

APPENDIX A Cleaning and Closed-Circuit Televised Video (CCTV) Inspection Specifications |  
Town of Hillsborough Technical Specifications and Design Standards for Water and Sewer Systems

#### 1.4 SUBMITTALS

- A. Digital Video Disc (DVD) or USB Drive labeled with the following information:
  - 1. Contractor's name.
  - 2. Project or Contract number.
  - 3. Location and date of Inspection.
  - 4. Inspection type: pre, post, warranty, repair, etc.
  
- B. Printed inspection reports:
  - 1. Inspection reports shall include the following information:
    - a. CONTRACTOR's name.
    - b. Location of inspection (road name, etc.).
    - c. Project name and phase, as applicable.
    - d. Inspection Type: Pre, post, warranty, repair, etc.
    - e. Upstream and downstream invert measurements.
    - f. Manhole depths.
    - g. Upstream and downstream manhole identification.
    - h. Pipe diameter.
    - i. Pipe material(s).
    - j. Length between manholes.
    - k. Lateral locations and associated address or lot number.
    - l. Lateral depth at mainline and first cleanout, or edge of easement or right of way.
    - m. Date televised.
    - n. Video file name associated with the report.
    - o. Inclinator reports if part of scope.
  - 2. Provide printed location records to clearly identify the location of each defect, or lateral connection, in relation to adjacent manholes, using a standard stationing system zeroed on the upstream manhole. Record all information requested using proper NASSCO PACP/MACP/LACP defect codes. Color still shot images of all major defects encountered shall be included with each pipe segment.
  - 3. Provide a map of inspection locations.

4. Provide one inspection report per segment. If the conditions do not permit inspection of the entire segment from one direction, provide an additional inspection report from the opposite end to the point the initial inspection was abandoned.
- C. Inspection Video and Audio Recordings:
1. Provide digital inspection recordings for all recordings.
  2. Once the survey of the pipeline is under way, the following data shall be displayed. The size and position of the data display shall not to interfere with the main subject of the picture yet shall be easily readable when the recording is replayed.
    - a. Camera's position, in feet, in the line segment from adjusted zero.
    - b. Pipe dimensions and type (8" VCP, etc.).
    - c. Upstream manhole and downstream manhole reference numbers per the construction drawings.
    - d. Direction of inspection (upstream or downstream).
    - e. Starting date and time of the inspection.
    - f. The produced video shall also have an inclinometer that displays the slope of the sewer main being televised.
  3. Recording shall be of a quality sufficient for TOWN to evaluate the condition of the pipe, locate service connections, and verify cleaning.
  4. Video Inspection recordings shall not be edited.
  5. If TOWN determines that the quality is not sufficient, re-televiser the pipe segment and provide a new recording and report at no additional compensation.
    - a. Camera distortions, inadequate lighting, dirty lens, speed, or steamy/blurred/hazy picture will be cause for rejection.
    - b. Pipe stationing or headers not shown on the video or in a font style or color that is unreadable will be cause for rejection.
    - c. Evidence of improper footage, footage resetting or not counting, will be cause for rejection.
    - d. Erroneous labeling of manholes and pipe will be cause for rejection.
  6. Provide one electronic video file of each inspection.
- D. Provide submittals according to this article for all post-construction and repair inspections performed.
- E. Submittals for video inspection will require a minimum of 48 hours for review by the

TOWN.

## 1.5 REGULATORY REQUIREMENTS

- A. OSHA confined space requirements and other applicable health and safety requirements.

## **PART 2 PRODUCTS**

### 2.1 TELEVISION EQUIPMENT

#### A. TV Inspection System:

1. Audio visual digital encoding equipment and software with color pan-and-tilt, waterproof camera specifically designed and constructed for pipeline inspection and recording.
2. Footage counter: Automatic, accurate, updatable metering device accurate to two tenths of a foot and which displays on the TV monitor the exact distance of the camera from the starting point of the TV inspection recording.
3. Lighting system: Fixed intensity with an even distribution of the light around the pipe perimeter without the loss of color or contrast, flare out of picture, or shadowing. Sufficiently powered so that all features and condition of the pipe can be clearly seen extending at least 10 feet in front, including for darker materials.
4. Camera features:
  - a. Vertical resolution: Minimum 470-line colored image quality and definition; to the satisfaction of the TOWN.
  - b. Focus adjustment: Minimum focal range of 3 inches in front of the camera's lens.
  - c. Radial viewing with  $\pm 275$  degrees pan and 360 degree rotation.
  - d. Camera height: Adjustable so camera lens is always centered at one-half the inside diameter of pipe or higher.
  - e. Provide a reflector in front of the camera, if necessary, to provide acceptable video image quality in large diameter pipes.
5. Operating conditions: 100 percent humidity.
6. Inspection length: Minimum 1,500 feet of pipe.
  - a. Service connections: 90 feet into connection
7. Self-propelled and capable of traversing minor off-set joints or pulled through with a



tag line in more difficult circumstances.

8. Able to inspect laterals as small as 3 inches.
9. Self-leveling lateral launch camera.
10. Camera equipped with 512 Hz sonde for depth and location of mainline and laterals.
11. The transporter and camera assembly shall be equipped with a slope measuring device (inclinometer) capable of detecting pipe grade variations  $\pm 5$  degrees from true horizontal ( $\pm 8.7\%$  grade) with a maximum error of  $\pm 0.1$  degree with readings taken at minimum intervals of two ( $\leq 2$ ) feet. Inclinometer data shall be capable of being displayed in both numerical and graphical formats that can be printed or exported to an external database. The inclinometer data submitted shall allow easy identification of any high and/or low sections, correlated with the proper footage.

B. TV Studio:

1. Contained in an enclosed truck, trailer or van and insulated against noise and extremes in temperature with air conditioning and heating.
2. Provided with means of controlling external and internal light sources to ensure monitor screen display is in accordance with the requirements of these Specifications.

C. Digital Recordings:

1. Image Capture: Images shall be stored and be exportable as JPEG formats.
2. Video Capture:
  - a. Capture full time live video and audio files for each pipe segment and service connections inspected.
  - b. File storage:
    - 1) Use industry standard Windows Media or MPEG-4 format.
    - 2) Viewable on a personal computer.
    - 3) Ensure compatibility of recordings and software with ENGINEER or provide compatible software for viewing.
  - c. Resolution: Minimum 640 pixels (x) by 480 pixels (y) with an encoded frame rate of 29.97 frames per second.
  - d. Software should be able to record a minimum of 120 minutes of recording on each file.

- e. Clear and stable image free of electrical interference.
  - f. Clear and discernable audio recording free of background and electrical noise.
  - g. Cross-reference the digital recording and inspection data to allow instant access to any point of interest within the digital recording.
3. Electronic recording file must allow snap scrolling to allow easy and quick access of the entire recording.

## **PART 3 EXECUTION**

### **3.1 CLEANING**

- A. Prior to TV inspection, clean pipe and manholes. Re-clean any segment or manhole found to be insufficiently cleaned during the TV inspection process.
- B. Clean pipelines to remove foreign materials, such as, rocks, grease, roots, gravel, settled sludge, or other materials that may prevent proper video inspection. Routine cleaning shall consist of up to three passes.
- C. Cleaning equipment may consist of hydraulically propelled, high-velocity jet, mechanically powered, or manual hand removal and should be provided, operated, and maintained by the CONTRACTOR. Other types of cleaning equipment may also be utilized for special applications with the TOWN's approval. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the TOWN.
- D. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists, and the cleaning effort shall be abandoned.
- E. Damage to the sewer lines caused by the CONTRACTOR's operations shall be repaired prior to final payment.
- F. Damage due to flooding of any public or private property being served by any line section which is over-filled by CONTRACTOR's cleaning operations shall also be repaired or otherwise paid for by the CONTRACTOR.
- G. All sludge, dirt, sand, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed from the Site and disposed of at a location permitted and approved by the TOWN. All materials and debris will be removed from the Site no less than the end of every workday. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of debris, or

damage downstream, shall not be permitted. Under no circumstances shall this debris be dumped or spilled into the streets, ditches, storm drains, streams, or other sewer mains.

- H. The TOWN does not have a septage receiving station at its wastewater plant. Emptying the vacuum truck will need to be done at a nearby facility with the ability to accept the waste. Debris shall be disposed of at a landfill.
- I. Under no circumstances shall cleaning and CCTV inspection be performed simultaneously.
- J. Sewer reaches that require debris removal of depths up to 25 percent of the pipe height shall be categorized as “heavy cleaning”. Video proof of heavy cleaning shall be obtained by acquiring a “before” video of all accessible portions of the obstructed reach and submitting that to Owner along with the completed inspection. A submerged camera does not justify a need for heavy cleaning. Proof that the submergence was due to a blockage and/or heavy debris and not a sag in the line will be required. Heavy cleaning will be paid for cleaning in addition to regular cleaning (3 passes) paid at the cost per linear foot. No payment will be made until disposal tickets for debris removed and disposed of are submitted.
  - 1. Costs related to the cleaning of such sewers shall include post cleaning CCTV and all contingent items. Compensation for heavy cleaning will only be paid if the heavy cleaning was authorized by the Owner prior to Contractor performance of the Work. Heavy cleaning shall be measured as the horizontal distance from the center of the entry manhole to the furthest extent of the heavy cleaning performed. Measurements shall be made to the nearest foot.

### 3.2 TELEVISION INSPECTION

- A. Provide inspection of both the upstream and downstream manholes beginning at the top of each manhole and panning down to inspect the manhole’s interior walls. Center camera in manhole invert to the extent allowed by the invert geometry. Pan and record the entire circumference of the pipe penetration/manhole wall.
- B. Inspect pipelines with pan and tilt conventional television imagery to record the condition, relevant features, and defects of the pipeline under inspection. Notify the TOWN 48 hours in advance of any TV inspection so that the TOWN may observe inspection operations, if desired.
  - 1. With camera rolling, perform the distance counter preset. If a preset point on the CCTV cable is used to set the counter, CONTRACTOR shall back up the camera after setting the preset and record the entry to the pipe.
  - 2. Use manual winches, power winches, TV cable, and powered rewinds or other

devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions to move the camera through the segment.

3. Pipeline inspection shall be from center of the starting manhole to the center of the ending manhole. Measure distances along the pipe from the inside of manhole wall of the starting manhole to inside of manhole wall of the downstream manhole.
4. Position the camera head to reduce the risk of picture distortion. In circular pipes, the camera lens shall be positioned centrally, in prime position, within the pipe. Direct camera lens along the longitudinal axis of the pipe when in prime position.
5. Inspect pipes during low flow conditions.
6. Move the camera smoothly through the pipeline (in the downstream direction whenever possible) at a uniform rate not to exceed 30 feet per minute. Stop at every joint. When infiltration or other defects are evident, use pan and tilt when camera is not moving to document pipe condition. Stop elsewhere when necessary to ensure proper documentation of the pipe's condition and to record lateral locations.
7. If, and only if, during a normal flow CCTV survey the televising camera cannot pass through the entire pipe section due to a defect, anomaly, or obstruction in the pipe, the contractor shall attempt a reverse setup so that the inspection can be performed from the opposite manhole, wet well, or access point.
8. When a reverse or second inspection is required to complete the inspection of a sewer, the PACP database field "Reverse\_Setup" shall be populated with corresponding inspection number. The "Reverse\_Setup" field shall be null for all inspections that are not reverse or follow-up inspections.
9. Prior to recording the location of defects, construction features and service connections, remove slack in the cable of the television inspection camera to ensure metering device is designating proper footage. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape, or other suitable device.
10. Capture color still shots of video recordings for all major defects encountered.
11. If relevant, stop at every lateral connection. Center the camera on the lateral so that the lighting and the pan and tilt view can be used to inspect as far into the lateral connection as possible. Pan the circumference of the tap, recording all defects found in the lateral service connection. Where lateral flow is observed, observe flows from service connections for approximately two minutes to ascertain if the flow is sanitary or extraneous flow. The video recording may be paused during lateral observation. Record results of the flow observed on video recording and inspection logs.

12. TV inspection recordings shall be continuous for each pipe segment. If during TV inspection of a pipe segment the camera is unable to pass an obstruction even though flow is unobstructed, televise the pipe segment from the opposite direction to obtain a complete recording of the line. Measure the distance between the manholes (centerline to centerline) with a tape or wheel to accurately determine the total length of the manhole segment.
13. Adjust light levels, clean fouled or fogged lens, and allow vapor to dissipate from camera lights to produce acceptable recordings.
14. TV inspection recordings that do not meet the specified requirements shall be re-televised. Examples of inadequate recordings include: too much shaking, too fast to clearly observe pipe, lacking or incorrect screen information, water/fog/debris on lens, problems with meter counter during video, technical glitches resulting in loss of screen view or unable to view video, not capturing all items as required, not coding apparent defects, or anything preventing the TOWN from fully examining and understanding the infrastructure for which it is to assume full responsibility.
15. If the camera lens becomes covered with sewage, grease, deposits etc. resulting in poor picture quality then the inspection shall be suspended, and the camera shall be removed and cleaned. The inspection can then be resumed at the last clear camera location.
16. Televise each lateral up to the cleanout at the right-of-way or easement. Record the material, depth, and length of each lateral and the lot or address(es) for which it is associated. Identify any defects or deficiencies. Begin the length at the wye connection or entry into the smaller diameter lateral pipe.

### 3.3 FLOW CONTROL

- A. Maximum depth of flow for CCTV inspections shall be 25 percent of the pipe diameter. If the depth of flow is greater, then the CCTV inspection shall be performed during the low flow periods between the hours of 10:00 p.m. to 6:00 a.m. or when wet weather conditions subside.
- B. Provide flow control in the pipe segment as needed to ensure a clear and adequate video inspection. TOWN may reject video inspection if flow affects the quality of the video.
- C. Whenever flows in a pipeline are blocked, plugged, pumped, or bypassed, take sufficient precautions to protect the pipelines from damage that might be inflicted by excess pipe surcharging. Further, take precautions to ensure that pipe flow control operations do not cause flooding or damage to public or private property being served by the pipes involved. No overflows are permitted. The DEVELOPER/CONTRACTOR is responsible for

all damages.

- D. CONTRACTOR is responsible for all damages to CONTRACTOR owned and operated equipment, TOWN facilities, and privately-owned facilities caused by malfunction of plugs, pumps, or other CONTRACTOR equipment. In the event of a failure or malfunction of CONTRACTOR equipment, CONTRACTOR is responsible for all work necessary to restore facilities including, but not limited to, excavation and restoration of pipelines and roadways required to retrieve malfunctioning or stuck cameras, plugs and hoses.
- E. For portions of the pipe that are bowed or bellied, camera may submerge. Wherever the camera encounters a submerged condition, or where the flow depth negatively impacts the video quality, reduce the flow depth to an acceptable level by performing the video inspection during minimum flow hours, or by pulling a camera with swab, high-velocity jet nozzle or other acceptable dewatering device. Recordings made while floating the camera are not acceptable unless pre-approved by TOWN.
- F. Contractor shall include the original inspection in the final submittal even with high flow conditions.

#### 3.4 FIELD QUALITY CONTROL

- A. The CONTRACTOR shall operate a quality control system, to be approved by the TOWN, which will effectively gauge the accuracy of all inspection reports produced by the operator.
- B. The TOWN shall be entitled to audit the control system and be present when assessments are being computed. Should any report or assessment be deemed unsatisfactory by the TOWN, the CONTRACTOR, shall re-record, re-code and re-submit any video, data, or reports that the TOWN deems necessary to assess condition.

#### 3.5 CLEANING DOCUMENTATION

- A. The CONTRACTOR shall keep records (in a log-type form) of the Work accomplished in the cleaning of the sewer lines. Copies of the log shall be furnished to the TOWN documenting Work completed. The following information shall be required as a minimum:
  - 1. Location (manhole no. to manhole no.) and type of surface cover.
  - 2. Date and time.
  - 3. Length of sewer.
  - 4. Condition and depth of manholes.

5. Size and type of pipe.
6. Type and condition of manholes.
7. Type of cleaning performed, and various types of equipment used.
8. Meter readings (fire hydrant use).
9. Remarks as to type of materials removed, amount of materials removed, and number of hours spent to clean each pipe section.

**APPENDIX B**  
AS-BUILT DIGITAL SUBMITTAL REQUIREMENTS

Incorporated by reference and published on town utilities department web page.  
This appendix will be modified as necessary without  
requiring Board of Commissioners adoption.



**APPENDIX C**  
APPROVED MATERIALS LIST

Incorporated by reference and published on town utilities department web page.  
This appendix will be modified as necessary without  
requiring Board of Commissioners adoption.

[under development – see body of specifications for current material preferences]

**APPENDIX D**  
STANDARD DETAILS

Incorporated by reference and published on town utilities department web page.  
This appendix will be modified as necessary without  
requiring Board of Commissioners adoption.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Planning and Economic Development  
Agenda Section: Regular  
Public hearing: Yes  
Date of public hearing: Jan. 19, 2023

#### PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

#### ITEM TO BE CONSIDERED

**Subject:** Unified Development Ordinance text amendment – Section 6.7.10 Roof Pitch

**Attachments:**

1. Ordinance amending the UDO
2. Consistency Statement

**Summary:**

Modern architectural design incorporates flat roofs and roofs with pitches less than 5:12 with a fair amount of frequency now. Our current ordinance only images a very traditional parapet cover for flat roofs and very traditional rooflines. It would benefit the town to gain the architectural interest that may result in removing traditional roof line requirements. This is a staff generated text amendment.

Joint public comments on this item were limited and the Planning Board voted to recommend approval of the revised UDO language at its February meeting.

January Joint Public Hearing Minutes:

- A. Unified Development Ordinance text amendment — Section 6.7.10 roof pitch  
Campbell introduced the item and showed a slide with examples of various roof pitch angles. She said flat roofs are becoming more popular and they allow more options for sustainability.

The proposed change to the text was presented.

Ferguson asked if any part of the ordinance prohibits roof gardens or green roofs. Campbell said no. Planning Board Member Alyse Polly said she liked the opportunity for flat roofs and said the examples look good. Giglia asked about solar. Campbell said it is allowed.

There were no public comments on this item; therefore, Johnston moved to the next item.

February Regular Planning Board Meeting:

Unified Development Ordinance text amendment – Section 6.7.10 Roof pitch

Campbell reviewed the text amendment for roof pitches. Johnston asked for comments. Polly said she likes the idea and is in favor.

Motion: Salvi moved to recommend approval of the text amendment to the town board. Giglia seconded.

Vote: 7-0.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Staff recommends approval as written.

**Action requested:**

Approve, deny, or approve with changes the language modifying the unified development ordinance.



**ORDINANCE**  
**Amending the Unified Development Ordinance of the**  
**Town of Hillsborough**

The Hillsborough Board of Commissioners ordains the following amendments:

**6.7.10. ROOF PITCH**

- 6.7.10.1** Flat roofs shall be capped by a parapet wall *to provide screening of rooftop equipment. The backside of a parapet wall shall not be visible from a street.*
- ~~**6.7.10.2** Sloped roof structures must maintain a pitch of at least 5:12, not including awning, canopy, entrance, or porch roofs.~~
- 6.7.10.2** Rooftop equipment shall be screened from view when standing at ground level 20 feet from the structure.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 13<sup>th</sup> day of March in 2023.

Ayes:  
Noes:  
Absent or excused:

---

Sarah E. Kimrey, Town Clerk

## **Town Board's Statement per N.C. Gen. Stat. 160D-605**

The Hillsborough Board of Commissioners has received and reviewed the application of Planning staff to amend the Town of Hillsborough Unified Development Ordinance as follows:

Amend UDO Section 6.7.5 to require that parapet walls be installed to screen rooftop equipment and to allow for flat and varied pitch roofs.

The Hillsborough Board of Commissioners has determined that the proposed action is consistent with the Town of Hillsborough's comprehensive plan and the town board's proposed action on the amendment is reasonable and in the public interest for the following reason(s):

These amendments are consistent with Vision 2030 goal of ensuring that future development is compatible with the special character of Hillsborough

Adopted by the Hillsborough Board of Commissioners this 13<sup>th</sup> day of March 2023.

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Sarah E. Kimrey, Town Clerk



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Planning and Economic Development  
Agenda Section: Regular  
Public hearing: Yes  
Date of public hearing: Jan. 19, 2023

#### PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

#### ITEM TO BE CONSIDERED

**Subject:** Unified Development Ordinance text amendment – Adding Brewery and Micro-Brewery as land uses

#### Attachments:

1. Ordinance amending the UDO
2. Consistency Statement

#### Summary:

The town's UDO does not recognize these land uses specifically. Instead, the "closest approximate land use" that have been assigned were "Manufacturing" and "Food Preparation Business". Neither of which adequately addresses the land use impacts and function of breweries and micro-breweries. An example of a true Food Preparation Business would be a large-scale catering operation that hosts on and off-site events or a specialty foods manufacturer that also has onsite tasting or retail operations (like Southern Supreme Fruitcake & More in Bear Creek, NC as a seasonally appropriate example). Similarly manufacturing and breweries operate differently in that manufacturers generally employ a small number of people that product large batch goods in big industrial type facilities. Breweries generally have public tasting rooms and on-site retail sales, either at the outset or they eventually want to add these elements, leading to issues with parking. Breweries generally function as central gathering spaces hosting live music, theatrical performances, and special events, whereas Food Preparation Businesses and Manufacturing Facilities do not- generally.

#### Food Preparation Business

The enterprise of creating foods or beverages for off-site retail sale or serving (catering). When combined with on-site retail sale and on-site consumption, this will be classified as a combination restaurant/food preparation business. When combined with on-site retail sale and off-site consumption, this will be classified a combination retail/food preparation business.

#### Manufacturing Facility

A building or structure in which manufacturing, processing, creating, renovating, painting, cleaning, and assembling of goods, merchandise or equipment occurs, and which does not require an air quality permit from the State of North Carolina or a SPECIAL Industrial Users Permit from the Town Utilities Director.

Definitions of both land uses from the UDO.

Similarly, the UDO does not really recognize Micro-breweries and the closest approximate use in impact and scale is 'Bar' or 'Restaurant' (if food sales is a component of the business).

Bar	Premises used primarily for sale or dispensing of alcoholic beverages by the drink for on-site consumption, and where food may be available for consumption on the premises as accessory to the principal use with the provision of live entertainment allowed as an accessory use (See also definitions for Performance Facility and Restaurant.)
Restaurant	Business specializing in preparing and/or serving food on-site. A restaurant may also serve alcoholic beverages for on- or off-site consumption provided it has the proper license from the state for such sales and is classified as an eating establishment by virtue of its food/alcohol sales ratio. The provision of live entertainment allowed as an accessory use.

Definitions of both land uses from the UDO.

In December, the Planning Board was tasked with thinking through some of the land use impacts of Breweries and Micro-breweries and assisted in deciding which zoning districts are most appropriate for the uses and reviewed parking requirements as well as any other "use standards" we should be considering when it comes to breweries and micro-breweries. Attached is the staff proposal along with comments and suggestions the Planning Board has incorporated to date.

Joint Public Hearing comments on this item were limited but included a question about whether or not the provision of live music should be included in the definition of either use.

January Joint Public Hearing Minutes:

- C. Unified Development Ordinance text amendment —Adding brewery and microbrewery as land uses Section 5.1.8 table of permitted uses; Section 6.13.3.4 minimum number of parking spaces required; Section 9.2 definitions

Campbell introduced the item and explained that staff had been having to fit these uses into existing uses such as manufacturing or bar and restaurant, which does not address the land uses well. Campbell said the Planning Board had reviewed the proposed amendment in December and that the language defining the difference between breweries and microbreweries is shared from the state's definition. She thanked a Planning Board member who pointed out that the wording was confusing in the first draft.

Mayor Weaver asked Campbell to clarify previous changes that she recalled had been made to the ordinance about parking requirements. Campbell said there are minimums and maximums, but a 5% flexibility has been included in either direction. Other members asked similar clarifying questions of Campbell about abbreviations in the table of uses and staff procedures in determining how many parking spaces to require for various uses.

During the public comments, Fowler asked why live entertainment was not included. Campbell said this use is implied with the public tasting room, but she is concerned that including it could lead it to a different use, such as an event venue.

February Regular Planning Board Meeting:



- . Unified Development Ordinance text amendment – Adding brewery and micro-brewery as land uses (Section 5.1.8 Table of Permitted Uses; Section 6.13.3.4 Minimum Number of Parking Spaces Required; Section 9.2 Definitions)

Campbell reviewed the text amendment and reminded the board that staff has to look for a similar existing uses when breweries and micro-breweries are presented for development, and they do not fit well with the closest options. She said the change is also meant to answer questions as to whether the town supports these uses. She reminded that during the joint public hearing there was a question from the public about including language for live music. She said such language is intentionally not included to avoid the possibility of this type of use evolving into an event venue. It was made clear that this lack of inclusion of specific language does not prevent breweries and micro-breweries from having events regularly that would include music. She made a distinction between this and routine, ticketed music events.

Johnston asked if there were any changes since the last discussion. Campbell said there were none. Salvi asked what these uses would have to do to become an event venue. Campbell responded they would have to potentially rezone or relocate.

Motion: Schultz moved to recommend approval of the text amendment to the town board. Giglia seconded.

Vote: 7-0.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Staff recommends approval as written.

**Action requested:**

Approve, deny, or approve with changes the language modifying the unified development ordinance – adding Brewery and Micro-Brewery as land uses (Section 5.1.8 Table of Permitted Uses; Section 6.13.3.4 Minimum Number of Parking Spaces Required; Section 9.2 Definitions).



# ORDINANCE

## Amending the Unified Development Ordinance of the Town of Hillsborough

The Hillsborough Board of Commissioners ordains the following amendments:

5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS														
P = Permitted by Right      SUP = Permitted with a Special Use Permit      PA = Permitted as accessory use      * = Refer to 5.2.47														
	LO	NB	OI	CC	GC	HIC	ARU	BP	EDD	LI	GI	ESU	NBSU	SDSU
Adult Day Care			P			P						SUP	SUP	SUP
Adult Use						SUP								
Artisan Studio	P	P	P	P	P	P	P	P	P	P	P	SUP	SUP	SUP
Bank & Financial Institution	P		P	SUP	P	P		P	P			SUP		SUP
Bar				P	P	P			P			SUP		SUP
Bed and Breakfast Facility														
Botanical Garden & Arboretum		P	P	P	P	P	P				P	SUP		
Brewery		SUP			P	P	P	P	P	P	P			
Building/Trade Contractor's office		P			P	P		P	P	P	P	SUP		
Cemetery			SUP			SUP								
Child Day Care		P	P		P	P	P	P	P			SUP	SUP	SUP
Church, Place of worship		P	P	P			P		P			SUP	SUP	SUP

5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS														
P = Permitted by Right      SUP = Permitted with a Special Use Permit      PA = Permitted as accessory use      * = Refer to 5.2.47														
	LO	NB	OI	CC	GC	HIC	ARU	BP	EDD	LI	GI	ESU	NBSU	SDSU
Food Preparation Business					P	P	P		P	P	P	SUP	SUP	
Funeral Home	P		P	P	P	P			P			SUP	SUP	SUP
Gallery/Museum	P	P	P	P	P	P	P					SUP	SUP	SUP
Government Maintenance Yard			SUP						SUP	SUP				
Greenhouses/Nursery						P				P	P	SUP	SUP	
Group Care Facility														
Health Care Facility			P	P	P	P	P	P	P			SUP	SUP	SUP
Health/Fitness Club					P	P	P	P	P			SUP	SUP	SUP
Homeless Shelter		SUP	SUP	SUP	SUP	SUP						SUP	SUP	SUP
Hospitals			SUP									SUP		
Hotels & Motels			P	P	P	P	P	P	P			SUP		SUP
Junkyard/Outside Storage of Junked or Wrecked Motor Vehicles											SUP			
Kennels, Boarding										SUP	SUP			
Library	P		P	P	P	P			P			SUP	SUP	SUP
Manufacturing Complex							P	P	P	P	P			
Meeting Facility	P		P	P	P	P	P	P	P			SUP	SUP	SUP
Microbrewery		SUP		P	P	P	P	P	P	P	P			
Mobile Home Park														
Motor Vehicle Fuel Station					SUP	P		SUP	SUP			SUP		SUP

<b>6.13.3.4 Table: MINIMUM NUMBER OF PARKING SPACES REQUIRED</b>	
<b>Use Type</b>	<b>Parking Standard</b>
Adult Day Care	1 per staff person plus 1 per 8 clients
Adult Use	1 per 200 sf GFA
Amusement arcade	1 per game table, video game or amusement device
Athletic Field	10 spaces
Artisan Studio	1 per 300 sf GFA
Bank & Financial Institution	1 per 300 sf GFA
Bar	1 per 2 seats
Bed and Breakfast Facility	1 per guest room + 2 for owner's residence
Billiard or Pool Hall	2 per table or lane
Botanical Garden & Arboretum	2 spaces per acre
<i>Brewery</i>	<i>1 space per employee + 1 space per every 2 seats in a public tasting room area + 1 space per 300 sf GFA of any retail/merchandise areas + 1 space per 75 sf GFA of any restaurant areas</i>
Building/Trade Contractor's office	1 per 300 sf GFA
Cemetery	None
Child Day Care	1 per staff person plus 1 per 8 students
Church, Place of worship	1 per 8 seats
Detention facility	1 per staff person on max employment shift plus 10 visitor spaces

<b>6.13.3.4 Table: MINIMUM NUMBER OF PARKING SPACES REQUIRED</b>	
<b>Use Type</b>	<b>Parking Standard</b>
Flex Space	1 per 300 sf GFA
Food Preparation Business	1 per staff person on max employment shift plus retail standard if direct retail sales allowed
Funeral Home	1 per 4 seats
Gallery/Museum	1 per 1000 sf GFA
Government Facilities & office Buildings	1 per 300 sf GFA
Government Maintenance Yard	1 per 375 sf GFA
Greenhouses/Nursery	1 per 375 sf GFA
Group Care Facility	0.3 per room
Health Care Facility	1 per 250 sf GFA
Health/Fitness Club	1 per 250 sf GFA
Homeless Shelter	1 per 3 residents at maximum capacity
Hospitals	1 per 400 sf GFA
Hotels & Motels	0.8 per room plus 1 per 800 sf public mtg and restaurant space
Junkyard/Outside Storage of Junked or Wrecked Motor Vehicles	1 per employee
Kennels, Boarding	1 per 300 sf GFA
Library	1 per 300 sf GFA
Mail Order Houses	1 per employee plus 3 visitor spaces
Manufacturing Complex	1 per employee plus 3 visitor spaces
Meeting Facility	1 per 6 seats or 1 per 30 sf GFA if no permanent seats
<i>Micro-brewery</i>	<i>1 space per employee + 1 space per every 2 seats in a public tasting room area + 1 space per 300 sf GFA of any retail/merchandise areas + 1 space per 75 sf GFA of any restaurant areas</i>
Mobile Home Park	2 spaces per dwelling unit, plus 1 visitor space per 5 units

## 9.2 DEFINITIONS

<i>Brewery</i>	<i>An establishment primarily engaged in the brewing of ale, beer, malt liquor, nonalcoholic beer, wine, and spirits that is licensed to do so in accordance with the regulations of the Alcoholic Beverage Control Commission, with a production of more than 15,000 barrels per year. Accessory uses can include a restaurant, a public tasting room, and retail sales of beverages produced onsite, or related products and merchandise.</i>
<i>Micro-Brewery</i>	<i>An establishment primarily engaged in the brewing of ale, beer, malt liquor, nonalcoholic beer, wine, and spirits that is licensed to do so in accordance with the regulations of the Alcoholic Beverage Control Commission, with a production of less than 15,000 barrels per year. Accessory uses can include a restaurant, a public tasting room, and the retail sales of beverages produced onsite, or related products and merchandise.</i>

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 13<sup>th</sup> day of March in 2023.

Ayes:

Noes:

Absent or excused:

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Sarah E. Kimrey, Town Clerk

**Town Board's Statement per N.C. Gen. Stat. 160D-605**

The Hillsborough Board of Commissioners has received and reviewed the application of Town of Hillsborough, North Carolina to amend the Town of Hillsborough Official Zoning Map as follows:

Rezone approx. 1.7 ac at 1509 Orange Grove Road (PIN 9864924639) from R-10 to Multifamily.

The Hillsborough Board of Commissioners has determined that the proposed action is consistent with the Town of Hillsborough's comprehensive plan and the town board's proposed action on the amendment is reasonable and in the public interest for the following reason(s):

The rezoning is consistent with the Vision 2030 plan as it provides increased and diverse housing options and supports future connectivity and connectedness in this area of town.

Adopted by the Hillsborough Board of Commissioners this 13<sup>th</sup> day of March, 2023.

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Sarah E. Kimrey, Town Clerk



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Utilities  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Utilities Director K. Marie Strandwitz, PE

#### ITEM TO BE CONSIDERED

**Subject:** Water and Sewer Extension Contract (WSEC) for Research Triangle Logistics Park (RTLTP)

**Attachments:**

WSEC for RTLTP Project

**Summary:**

In 2018, the town and Orange County entered into an interlocal agreement whereby Orange County was going to construct offsite water and sewer to its Hillsborough Economic Development District (EDD) area in the southwest portion of the town's water and sewer boundary. That agreement reserved 108,000 gallons per day of capacity for the EDD area and was good for five years. The town was going to cost share a small portion of the project. Since that time, the county permitted and bid the project, but bids were above their budget. A developer then approached the county about taking on the project. Town staff has worked with the Barrister Group (Terra Equity) and their team for several years negotiating a water and sewer extension contract for them to extend town water and sewer to the southwest corner of I-40 and Old NC Hwy 86 for a proposed industrial park. In the meantime, the county and town extended the original agreement until the end of 2022 but has not renewed it. Therefore, there is technically no capacity reservation and no cost share obligation by the town. The attached WSEC has been significantly modified from the typical WSEC boilerplate language at the request of the developer. The town has agreed to the following stipulations within this document due to the speculative nature of the project:

1. Voluntary annexation within five years.
2. Capacity reservation of 108,000 gallons per day which is only for this project, not the entire EDD area, as in the Orange County agreement.
3. The capacity reservation is longer than our normal hold period for activity, also recollecting the Orange County agreement reserved capacity for this area for five years already. The agreement allows up to two years to begin construction (normally one year), connection of at least one materially relevant building within three years (normally two years) and allowance for two one-year capacity extensions with a \$25,000 payment for each which would be credited against system development fees owed. After five years, the unutilized capacity expires unless another extension is granted.
4. A two-year warranty that begins after acceptance of the offsite extension to which this WSEC applies.
5. Much more "legalese" than normal throughout, which was acceptable to the town attorney.

A benefit to the town is that a water main loop will be constructed, and assisted with financially by Orange County, from the project site to New Grady Brown School Road. This will benefit the project site with system redundancy and overall pressures in the area. The actual site development will be forthcoming under separate review. It is anticipated that the site will be master metered and the infrastructure within be privately owned.

**Financial impacts:**

The town had set aside approximately \$509,000 to cost share with Orange County and has expended approximately \$27,500 of this on design services. With the developer (and Orange County) now financing the extension, this money can be used for other utility projects. The town will assume ownership of water and sewer mains at the furthest extent of our service area which will add to operational costs. However, system development fees will help cover long term costs to support the project.

**Staff recommendation and comments:**

No additional comments.

**Action requested:**

Consider approval of the WSEC for the offsite water and sewer extensions to the EDD area.

**ORANGE COUNTY  
NORTH CAROLINA**

**TOWN OF HILLSBOROUGH  
WATER/SEWER EXTENSION CONTRACT**

THIS CONTRACT (the "**Contract**") is entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between TERRA EQUITY, INC., a Texas corporation (hereinafter the "**Developer**") and the TOWN OF HILLSBOROUGH, a North Carolina municipal corporation (hereinafter the "**Town**");

WHEREAS, Developer proposes to undertake an infrastructure development project (the "**Project**") to extend the Town's water and sewer system (hereinafter the "**Work**", or "**Improvements**") to serve future development and improvements located on the south-side of Interstate 40, which future development and improvements include, without limitation, Developer's planned future development project commonly known as the Research Triangle Logistics Park located generally at the southwestern quadrant of Interstate 40 and Old NC Hwy. 86, Orange County, North Carolina (the "**Development**"); and

WHEREAS, the Work for the Project related to this Contract include the Project as approved by the Town, Board of Commissioners and as permitted by the applicable State agencies as depicted in plans prepared by Summit Engineering and Consulting entitled, Construction Drawings for Research Triangle Logistics Park Water and Sewer Extensions, incorporated herein by reference; and

WHEREAS, Developer has agreed to pay certain costs associated with the proposed Work; and

WHEREAS, at its meeting held March 13, 2023, the Town Board of Commissioners authorized the proposed extension Project and sewer and water reservation and allocation for the Development, subject to execution of this Contract and compliance with its terms.

NOW, THEREFORE, Developer and the Town, and the heirs, successors, and assigns of each of them agree:



**A. GENERAL AUTHORIZATION TO CONNECT**

(1) Subject to Developer's compliance with the terms and conditions set forth herein, and subject to Developer obtaining all necessary approvals from the State of North Carolina or any other Federal, State or local agency or authority having jurisdiction over the Project, the Town will permit (i) the connection of Improvements constructed for the above-referenced Project to the Town's water and sewer systems and thereafter will permit use of such systems by the Improvements and Development, (ii) the connection of the Improvements to the Development's sewer and water systems to provide for sewer and water service to the Development, and (iii) provide the Development Allocation for the benefit of the Development as specified in **Section (A)(1)(b)**.

a) Notwithstanding the foregoing, Developer acknowledges that water service is subject to Town-wide use restrictions or limitations on usage of the water system in the event of water shortage restrictions or health emergency restrictions uniformly implemented by the Town pursuant to its Code of Ordinances.

b) The Town's authorization and capacity reservation ("**Development Allocation**") of **108,000 gallons per day** to connect to the Town's water and sewer system under this Contract, shall expire if:

i. construction of the Project has not materially commenced within two (2) years from the date upon which this Contract is approved by the Town of Hillsborough Board of Commissioners; or

ii. after construction of the Project begins, construction of the Project - ceases prior to substantial completion for a continuous period of at least one (1) year; or

iii. the first (1<sup>st</sup>) phase of the Development (i.e., at least one (1) materially relevant (i.e., not a guard house or maintenance shop) building planned within the Development) has not been connected to the Town's system and measuring consumption in accordance with the requirements set forth herein within three (3) years from the date this Contract is approved by the Town of Hillsborough Board of Commissioners.

- c) Notwithstanding the foregoing, the deadlines set forth herein shall be subject to extension for a period of time equal to any delay resulting from **Force Majeure** (as defined in **Section B(13)** hereof). For the remaining site development after the first connected building per (b)(iii) above, the Developer shall be entitled to extensions for two (2) additional periods of one (1) year each for capacity and construction upon Developer's written request to the Town and payment by Developer to Town of a non-refundable capacity reservation fee equal to \$25,000 per extension request, made prior to the expiration of the then current Development Allocation term. Any extension fees paid by Developer shall be applied as a credit benefiting Developer against system development fees owed by Developer under this Agreement or otherwise with respect to the extension Improvements and the connection of the Development to the Improvements.

For the avoidance of any doubt, except for the first (1<sup>st</sup>) phase of the Development (i.e., at least one (1) materially relevant building planned within the Development), the foregoing does not dictate a date by which any sewer or water infrastructure improvements within the Development need be connected to the Improvements, and any cessation or delay in constructing the horizontal or vertical site improvements or buildings within the Development and connecting such Development improvements to the Town's Improvements and systems shall not constitute cessation of construction or default hereunder. Provided, however, that any unused portion of the Development Allocation shall expire no later than five (5) years from the date that the Contract is approved by the Town of Hillsborough Board of Commissioners unless an extension request is approved by the Town and capacity reservation fee paid.

- (2) Nothing in this Contract shall be construed as constituting express or implied approval of the Development by the Town under any applicable Town zoning, subdivision, or other land use ordinance. The Contract is also not related to any action taken by Orange County related to zoning, land use or master planning of the Development.
- (3) The Developer shall cause the Development to be annexed into the Town's corporate limits no later than five (5) years from the date this Contract is formally approved by the Town of Hillsborough Board of Commissioners (the "**Annexation**

**Delay Period**"). Developer agrees to voluntarily annex the Development to the Town prior to the expiration of the Annexation Delay Period. Within thirty (30) days after formal approval of this Contract by the Town of Hillsborough Board of Commissioners, Developer shall cause a written covenant in a form approved by the Town to be recorded in the Orange County Registry committing Developer, and its successors and assigns, to seek voluntary annexation as provided herein. Should Developer, or its successors or assigns, fail to seek voluntary annexation of the Development as set forth herein, the Town may suspend any remaining Development Allocation until such time as the Development is annexed into the Town.

- (4) Developer agrees to comply with or satisfy the following terms and conditions and acknowledges that the Town's authorization to connect the proposed extension Improvements to the Town's system is specifically contingent upon compliance with or satisfaction of the same. If these conditions are not met, and Developer fails to commence efforts within sixty (60) days following Developer's receipt of written notice of such failure to cure any such non-compliance and thereafter diligently pursue the same, then this Contract may be terminated by the Town upon not less than an additional sixty (60) days' written notice to Developer, in which case Developer will need to re-negotiate a new Contract for extension of service from the Town.

#### **B. GENERAL CONDITIONS**

- (1) Unless otherwise explicitly and specifically stated, Developer shall reimburse the Town for all actual, out-of-pocket third party costs and expenses incurred by the Town in connection with the Improvements constructed under this Contract, including without limitation, reasonable engineering and reasonable legal fees incurred by the Town in connection with the proposed extension Improvements, provided that (i) such costs and expenses shall be documented by paid invoices and shall be commercially reasonable, (ii) the maximum amount of reimbursements owed to Town hereunder shall not exceed the sum of \$50,000 (the "**Expense Cap**") except for that described in **Section B(12)**. The Town will invoice the Developer for such costs incurred, periodically and not less than thirty (30) days following the Town's receipt of an invoice for such costs, and payment is due within 30 days.

- (2) The Town will permit the physical connection of the Improvements to the Town's water and sewer system after all the conditions set forth in **Sections D and E** and any costs billed per **Section B(1)** and **Section F** have been satisfied. The Town will also permit the connection of the water and sewer improvements constructed within the Development to the Improvements and the Town's water and sewer systems and the Improvements, provided that the design and construction of the water and sewer improvements within the Development have been reviewed and approved by the Town.
- (3) The Town shall own and maintain the Improvements constructed under this Contract after they are accepted by the Town Board of Commissioners, and the Town agrees to accept such Improvements so long as the same are constructed pursuant to all applicable state regulations and Town standards and in accordance with this Contract. Until such time as the Improvements have been accepted by the Town Board of Commissioners, the Developer remains responsible for all maintenance and repairs to the Improvements. Notwithstanding the foregoing, if the Town's requirement to allow connectivity and reserve capacity to the Development has expired under **Section (A)(1)(b)** above, and the Town does not otherwise allow connectivity and the reserved capacities stated herein, then Developer shall have no obligation to dedicate the Improvements to the Town unless and until the Developer and Town otherwise reach a mutually agreeable resolution.
- (4) The Developer shall warrant all materials and workmanship of the Improvements pursuant to the Post-Construction Conditions set forth in **Section E** of this Contract. Should defects in workmanship or materials be discovered in work done pursuant to this Contract by or for Developer during the Warranty Period, Developer shall be responsible to see that all such defects are promptly corrected at Developer's expense and written evidence of such is provided to the Town.
- (5) The Town may make or authorize extensions or connections to or from any of the Improvements constructed pursuant to this Contract without permission of the Developer, so long as there shall be no degradation or other impact on the service and capacities provided to the Development as a result of such additional extensions or connections, and so long as the Town will thereafter provide the Development Allocation to the Development as provided for in **Section (A)(1)(b)**.

- (6) Developer's construction of Improvements pursuant to this Contract shall not relieve Developer of the obligation to pay applicable fees under the Town's water and sewer ordinances and policies.
- (7) Developer's construction of Improvements pursuant to this Contract does not affect the Town's policy with respect to the fees to be paid to the Town by property owners other than Developer for connection to the Improvements constructed by Developer pursuant to this Contract; nor shall Developer have any right to collect fees from persons connecting onto or extending the Improvements constructed under this Contract, except as otherwise allowable by Town Code.
- (8) Water and sewer service which meet minimum State standards will be provided to the Project, but in any event not less than the amounts and capacities specified as the Development Allocation in **Section (A)(1)(b)**, except for temporary emergencies, such as water restrictions or unforeseen supply situations such as a water main break or contamination event. Except for the foregoing, the Town makes no other warranty as to any water quality, quantity, or pressure to be provided.
- (9) All fees and charges to be paid pursuant to this Contract shall be calculated in accordance with the fee schedule in effect when the fees and charges are paid and not necessarily when and as invoiced. Fees typically are adopted each year for an effective date of July 1 and are subject to change if invoiced in the prior year and not paid promptly.
- (10) This Contract may be assigned by Developer to any successor or affiliate of Developer, any bona fide lender of Developer, and to any successor Developer or owner of the Development, or any material portion thereof, upon written notice to the Town, provided that any such assignee hereunder shall expressly and in writing assume the obligations of Developer under this Contract.
- (11) Any change or alteration in the approved Plans and Specs (as hereinafter defined in **Section C(2)**), permitted system configuration or size of the Project by Developer or any successor or assignee shall not be permitted absent the written consent of the Town and any necessary modification to such approvals including permits, easements, encroachments, or this Contract. Physical field change means that as described in **Item D(7)(a)**.

- (12) The Town shall select a qualified professional to provide third-party construction observation services (“**Third-Party Inspector**”) for the duration of the construction of the Project through the Town’s acceptance of the Project as more specifically outlined in **Section D**, which Third-Party Inspector shall be subject to Developer’s approval, not to be unreasonably withheld, conditioned, or delayed. Town will share the Third-Party Inspector Contract with the Developer. The Town shall be responsible for timely performance of the Third-Party Inspector and construction of the Project shall not be unnecessarily delayed by the Third-Party Inspector, provided that Developer gives the Third-Party Inspector 48-hours’ advance notice that Work requiring inspection is scheduled to occur. Developer shall pay the costs of such services within thirty (30) days of receipt of invoices for such services. The cost of the Third-Party Inspector shall not be charged against the Expense Cap established in Section B.1 above.
- (13) The words “line” or “lines” shall include "main or "mains" unless the contract otherwise requires. "Sewer" means "sanitary sewer." The term “**Force Majeure**” means: fire, flood, extreme weather, labor disputes, labor shortages, supply-chain delays, manufacturing or shipping delays, strike, lock-out, riot, acts or threats of terrorism, government interference (including regulation, appropriation or rationing), unusual delay in governmental permitting, unusual delay in deliveries or unavailability of materials, unavoidable casualties, litigation, appeals, injunctions, or court-ordered stays, Act of God, or other causes beyond the Developer’s reasonable control. In the case of timelines or deadlines applicable to Developer, Force Majeure shall also mean any delays caused the Town, Orange County, or other governmental entity or legal or court challenges to this Contract or other governmental authority and/or approvals.
- (14) This Contract shall be deemed made in and shall be construed in accordance with the law of North Carolina.
- (15) All Town inspection obligations and approval obligations shall be made based on time being of the essence.

### C. PRE-CONSTRUCTION CONDITIONS

- (1) Water and sewer capacity allocated to the Development is defined in **Section (A)(1)(b)** as the Development Allocation, and any changes to the Development scope requiring more than the allocated Development Allocation amount specified in **Section (A)(1)(b)** will require an amendment to this Contract. If not previously performed by its own engineer, Developer may be required to conduct its own capacity analysis using a licensed North Carolina Professional Engineer utilizing information provided by the Town due to limited Town resources. The Town will assist as much as possible to keep the process moving in a timely fashion. If results of the capacity analysis determine off-site improvements are needed to the Town's existing system (conveyance or treatment) to accommodate the Development in excess of the Development Allocation (as defined in **Section (A)(1)(b)**), the Developer shall pay the cost of all such off -site improvements.
- (2) Developer shall engage a licensed North Carolina Professional Engineer to prepare plans and specifications for the construction of the Improvements for the Project (the "**Plans and Specs**"). The Plans and Specs for the Improvements shall conform to the Town's Standard Utility Specifications and Details, in effect at the time of construction, and any other engineering specifications required to execute the construction of the Project properly and safely (i.e., trenching, shoring, backfill, bypass pumping, site security, pre- and post-construction video, etc.).
- (3) Developer shall secure written approval of the Plans and Specs by the following agencies or authorities and by any other agencies which may have regulatory jurisdiction over one or more elements of the Project, and provide copies of such written approvals to the Town:
  - a) Town Utilities Department; and
  - b) North Carolina Department of Environmental Quality (if the Project entails any site infrastructure that is considered private, the plans and permit applications shall clearly delineate such and two applications may be required); and
  - c) North Carolina Department of Transportation.
- (4) Orange County has secured and recorded all required easements for the Work (the "**Easements**"), and Developer shall cause the Easements to be assigned to the

Town, and the Town agrees to accept an assignment of the Easements, pursuant to a General Assignment of the Easements (the "**Easement Assignment**"). The Town acknowledges that Developer shall be a co-assignee and benefited party of the Easements for the purposes of being permitted to utilize the same for the purposes intended and for constructing the Project. Developer is responsible to acquire any additional Easements, temporary or permanent, required to construct the Improvements, in accordance with Town requirements for public utilities easements.

- (5) Developer shall schedule a pre-construction meeting to include the Town Utilities, Third Party Inspector, and Planning Departments, the Developer's general contractor, all major subcontractors who will be performing any portion of the Work, and other pertinent stakeholders prior to commencement of the Work and provide the Town a list of contacts for the Project.
- (6) Developer shall pay all pre-construction related fees for the Improvements due to the Town prior to commencement of construction of the Improvements. Fees assessed during the construction shall be paid prior to the Town's approval of a Certificate of Completeness (i.e., occupancy permit).
- (7) No pumping stations are allowed except with the Town's prior approval. If the Town accepts a pumping station in the Project design, Developer shall pay the Town's Perpetual Maintenance Fees as required by the Town Code.
- (8) Developer shall ensure that its engineer, surveyor, and contractor and Third-Party Inspector receive a copy of the final approved permits, plans and specifications for the Work and are aware of the Town's Utility Specifications, Standard Details and As-Built Digital Submittal Requirements prior to construction commencement, as applicable to each.

#### **D. CONSTRUCTION CONDITIONS**

- (1) Unless otherwise provided in this Contract, all construction shall be in accordance with Town Utility Specifications and Standard Details and all State permits at the time of construction commencement.



- (2) The Town shall approve the size and type of material for all water and sewer lines forming part of the Improvements.
- (3) All Work shall be subject to inspection by the Town. No Work may be covered until such inspection has taken place and if any Work is covered up prior to inspection, the Town may require such line or facility to be uncovered or exposed to view at Developer's expense to facilitate such inspection.
- (4) The Town will require acceptance testing to determine whether the Work complies with State and Town standards and specifications. All such testing shall be at Developer's expense, and a Town representative must be present when testing occurs unless declined or delegated in writing. The Developer or its Contractor must provide the town at least 48 hours advance notice of any testing. The Contractor or third-party Inspector shall document the testing of each segment in detail (type of test, date, test conditions and results, pass/fail) on legible forms.
- (5) Developer shall allow, at its sole cost and expense, for construction observation of the water and sewer Improvements by an independent, competent, and experienced Third-Party Inspector selected by the Town as provided for above. Such Inspector shall have at least five years' experience in observing water and sewer main construction. Inspection by the Town does not consist of or imply supervision. The role of the Town's inspection staff is not to oversee construction of the Project, but only to (i) witness the installation of critical items of importance to the Town and (ii) periodically check on the Project's progress.
- (6) The Third-Party Inspector shall be onsite each day that meaningful work is performed and shall prepare daily logs to be submitted weekly to the Town. Developer shall ensure its Contractor is communicating with the Third-Party Inspector on construction schedule to assure proper observation of meaningful Work. Work may continue if the Third-Party Inspector is not onsite provided 48-hours' advance notice was given that Work is taking place as provided in **A(12)**. Daily logs shall include a general description of the Work performed that day, weather conditions, equipment used, number of crew, any installation observations, or concerns and who they were communicated to, and associated photos with a photo log. The Third-Party Inspector shall routinely communicate with the Town on progress and issues that arise.

- a) Meaningful work means the installation of water or sewer infrastructure and appurtenances that will become part of the public system of the Town, installation of water or sewer services, making taps to existing Town water or sewer mains, testing (including flushing and chlorinating of water mains) of water or sewer systems for acceptance, testing of soils for compaction around water and sewer systems, pouring thrust blocking constructing pumping stations, tanks or other water and sewer features.
- (7) The Third-Party Inspector shall consult with the Town and Developer's engineer regarding any physical field changes. Developer's engineer shall obtain approval in writing from the Town's Utilities Director or delegated staff prior to making such changes. Changes shall be reflected on the record drawings.
- a) Physical field change may include but not be limited to: adding or deleting infrastructure; changing the alignment or grade of infrastructure; moving hydrants, manholes, valves, meters, or backflow prevention device locations; adding additional services; changing pipe sizes or materials; adding couplings or reducers; or making other changes that will affect the layout or operation of the system as designed and approved.
- (8) Developer shall require that all construction shall be performed by a contractor licensed to perform this type of Work in North Carolina.
- (9) Developer shall have its construction contractor coordinate with the Town on tie-in plans and water shutdowns at least one week in advance. Contractor shall be responsible for notification to customers of water disruptions provided that the Town shall provide Developer and Contractor a list of its customers in the affected areas to allow such notifications to be made.
- (10) Town shall operate any existing system features (i.e., valves, hydrants) to accommodate Work by Developer's Contractor and subcontractors, unless permission for others to operate such features is granted by the Town in writing. Unauthorized operation of hydrants or valves or other system components by Developer or its Contractor (or subcontractor) (e.g., utilizing hydrants to fill up water trucks without permission to do so or opening or closing valves) without prior approval of Town constitutes tampering and theft and will result in the Town assessing fees and penalties pursuant to the Town's adopted code and fee schedule. Should Developer fail to pay, or its cause the appropriate Contractor or

subcontractor to pay, an assessment imposed pursuant to this paragraph, or if tampering occurs more than once on the Project, the Town may stop work on the Project until all assessments imposed pursuant to this paragraph have been paid in full, or in the case of repeat occurrences of tampering from the same contractor or subcontractor following notice thereof, an alternative satisfactory resolution for such repeated tampering incidents has been reached.

- (11) Developer shall report to the Town and any other Federal, State, or local agency as may be required by law, any instances of sewer bypass or overflow, or any instance of water system issues, caused by the Work.
- (12) Developer shall ensure its Contractor checks and confirms line and grade throughout installation of future public gravity sewer Improvements to ensure proper slope and alignment per the Plans and Specs. Failure to comply with minimum slope required per the Plans and Specs shall result in the removal and replacement of such sewers mains at proper grade, at Developer's cost.
- (13) Developer shall provide proof of approved product submittals to the Town prior to construction commencement.
- (14) Developer shall provide a copy of this Contract to its water and sewer Contractor and submit proof to the Town of same.
- (15) Developer shall require that the Contractor have its field superintendent onsite during all construction of the Improvements. The field superintendent and a secondary field contact shall be identified at the preconstruction meeting.
- (16) Developer shall ensure that the water and sewer Contractor maintains field records of the Work as it progresses and shall have a registered land surveyor collect and seal as accurate, the location and survey attributes for all water and sewer features as required by the Town according to its As-Built Digital Submittal Requirements. Such records shall be made available and provided to the Third-Party Inspector as requested. Any missing information needed to meet the requirements shall be collected at Developer's expense and delivered to the Town prior to Town acceptance of the system.

- (17) Developer shall have final as-builts prepared of the Work from the Contractor's field records which are sealed by a North Carolina registered Professional Engineer.
- (18) As between Town and Developer, Developer shall bear the total cost of all water and/or sewer Work within the Project and the total cost of all water and/or sewer construction required to extend service to the Development.

**E. POST-CONSTRUCTION CONDITIONS**

The following stages shall be completed after construction of the Project:

- (1) Prior to use of the Project for any reason the Town shall have performed a pre-acceptance inspection and received from the Developer and approved the following with respect to the Work and Improvements:
  - a) sewer smoke testing and televising reports as required by the Town specifications,
  - b) copies of all acceptance testing performed on the Improvements, including any testing of backflow prevention devices; fats, oils and grease interceptors or separators; fire flow or apparatus testing (as it relates to affecting the public water system); sewer manhole vacuum testing; sewer and water main pressure and leakage testing; mandrel testing; geotechnical compaction testing if utilized; and bacteriological testing of any water mains,
  - c) two printed copies (1 full D-size and 1 half-size) and one electronic PDF copy of the sealed as-built drawings (full as-built drawings should be presented unless the Town agrees to accept a series of partial as-built drawings),
  - d) a full CAD version of the final as-built drawings including all necessary X-references and font files to make a complete view of the data in Autodesk's AutoCad 2020 or other Autodesk CAD viewer software,
  - e) a contractor's notarized affidavit that the drawings accurately represent the as-built Improvements,

- f) the completed Engineering Certifications executed by the Professional Engineer of record indicating that Work has been performed in substantial compliance with the approved Plans and Specs and that the Town has received such certifications and approved them (final certification should be provided unless the Town agrees to accept a series of partial certifications and then a final certification), and,
  - g) evidence the noted deficiencies, including any noted from the sewer televising and smoke testing, have been corrected by the Developer's Contractor and approved by the Town, unless the Town has provided written permission for specific minor deficiencies not affecting the operation of the system to be corrected before acceptance of the system per **Item E(2)(g)**.
- (2) Prior to the Town accepting the Improvements for ownership, the Developer shall:
- a) provide a Contractor's Affidavit and Release of Liens from all subcontractors and materialmen,
  - b) provide digital data as required by the Town's As-Built Digital Submittal Requirements,
    - i. the digital data will be quality checked by the Town's surveying firm (typically 10% of the system),
    - ii. the data shall be corrected at the Developer's expense if significant discrepancies exist between the survey data exist from the quality check,
    - iii. The charges for the Town to perform the quality check and input the data into the town GIS system will be billed to the Developer pursuant to the Town's fee schedule for such services.
  - c) cause to have recorded in the Orange County Registry the Easement Assignment,
  - d) provide an engineer-certified Statement of Value per bid line item of the final cost of the water and sewer Improvements to be used for asset valuation upon Town acceptance,

- e) have submitted all daily field reports and other pertinent Project records as requested such as approved submittals, Requests for Information, acceptance testing logs, Field Work Orders and Change Orders (noting if the town or Third-Party Inspector, after receiving at least 48 hours' advance notice of Work, fails to observe material work or acceptance testing during the project, it shall not be grounds to reject or deny acceptance of the utilities after a complete dedication package is submitted),
- f) ensure all Engineering Certifications are final,
- g) cause all Town punch list items to be completed and signed off upon on forms prescribed by the Town,
- h) provide Developer-completed State Change of Ownership forms to transfer the State-permitted sewer Improvements that are to become public to the Town (the Town will execute its portion and submit to the state upon Town Board of Commissioners acceptance of the Improvements),
- i) formally dedicate to the Town by letter all physical Improvements constructed as part of the Project, which Improvements shall become part of the Town water and sewer system upon acceptance by the Town Board of Commissioners (which will be sought promptly upon submission of a complete dedication package and satisfaction of all Post Construction Conditions for acceptance) and will thereafter be owned and maintained by the Town, with exception of the warranty conditions, and
- j) present a warranty (the "**Warranty**") in the name of the Town of Hillsborough for a minimum period of two (2) years from the date the Improvements are formally accepted by the Town of Hillsborough Board of Commissioners. The method of securing the warranty shall be by Maintenance Bond or Letter of Credit from a viable surety with a rating of AA or above, or other form of security in a form acceptable to the Town. The security amount will be 25% of the total cost of the Improvements as certified in the Statement of Value prepared by a North Carolina licensed engineer.

- (3) It shall be the Developer's responsibility to request release of the Warranty at a point not earlier than two years from the date of acceptance of the system by the Town. The Warranty shall remain in effect until such time as all four of the following conditions are satisfied:
- a) Town staff have evaluated the Improvements for the end-of-warranty release and provided documented comments of defects to be corrected, which evaluation Town shall cause to be done within a reasonable time after receipt of Developer's request for release of the Warranty,
  - b) Developer has performed end-of-warranty sewer smoke testing and televising (CCTV) and provided such to the Town for review in accordance with the Town's specifications,
  - c) Developer has corrected any defects noted by the Town staff in its evaluation of the system and the Town has verified this, and
  - d) The Town has returned or noted cancellation of the Warranty security instrument.

**F. FEES**

- (1) All fees and charges to be paid pursuant to this Contract shall be calculated in accordance with the Town's fee schedule in effect when the fees and charges are paid, or if not in the fee schedule, commercially reasonable and as outlined in this section. Fees typically are adopted as part of the Town's budget process each year with an effective date of July 1 and are subject to change.
- (2) Developer's construction of Improvements pursuant to this Contract shall not relieve Developer of the obligation to pay applicable fees under the Town's water and sewer ordinances and policies in effect at the time the fees are paid, and this **Section F**.
- (3) Developer's construction of Improvements pursuant to this Contract does not affect the Town's policy with respect to the fees to be paid to the Town by property owners other than Developer for connection to the Improvements constructed by Developer pursuant to this Contract. Nor shall Developer have any right to collect fees from persons connecting onto or extending the Improvements constructed under this

Contract, unless otherwise allowable by Town Code.

- (4) The following fees will be applicable to the Project:
- a) Water and sewer system development, engineering review, and meter fees as applicable,
  - b) Perpetual Maintenance Fees for any approved pumping station forming part of the Improvements, if applicable, per standard Town Code calculations,
  - c) Tampering fees, if any, as outlined in **Item D(10)**.
  - d) Reinspection fees. Developer shall ensure its water and sewer contractor is prepared for acceptance testing by pre-testing items in advance. Unless otherwise specified in the Town's fee schedule in effect at the time, reinspection fees for each recurring trip for previously failed tests, a call for testing that requires the Inspector to wait more than 30 minutes or observation by the Inspector that the items are not ready to be tested, or no timely notification of cancellation (4 hours in advance) of testing will be charged to Developer. Reinspection of service taps (including sewer cleanout, meter box, curb stop), mainline valves, hydrants, manholes, air release valves, and other singular items will also be pursuant to the adopted fee schedule in effect at the time of payment.
  - e) Orderly construction. Developer shall ensure the construction is conducted in an orderly and organized fashion and that the Town's resources are efficiently utilized. Repeated and duplicative effort by the Town on the Project will require reimbursement from the Developer for staff time and travel in accordance with Section 14-68 of the Town Code.
  - f) Town water usage. Construction water for the Project, and if requested by Developer to facilitate the construction of the Development prior to final completion of the Project, can be obtained from the Town through rental of a hydrant meter, installation of a construction meter (for home building), or through bulk water purchase from the Town's Water Treatment Plant in accordance with policies and rates in place at the time of rental. Otherwise, water supply shall be from non-Town supply sources.
  - g) Review of sewer televising video. Developer shall reimburse the Town for review of sewer CCTV tapes at the rate per linear foot in the Town's fee schedule. CCTV that is submitted and not in accordance with the Town CCTV



specifications will be immediately rejected with a one-time charge per the fee schedule.

#### **G. MISCELLANEOUS**

- (1) **Entire Agreement.** It is expressly understood that this Contract sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.
- (2) **Choice of Laws.** The validity and construction of this Contract shall be determined in all respects in accordance with the laws of the State of North Carolina.
- (3) **Counterparts.** This Contract may be signed by the parties in counterparts and all counterparts together shall constitute a fully executed original of the Contract.
- (4) **Severability.** Should any one or more of the provisions of this Contract be determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.
- (5) **Benefit.** This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- (6) **Authority.** Each party hereby covenants and warrants that the persons executing this Contract on its behalf is duly authorized to sign and execute this Contract on its behalf and has been duly authorized to execute this Contract, and that this Contract is a valid and binding obligation of such party, enforceable in accordance with its terms.
- (7) **Estoppel.** Within ten (10) days following a written request by a party hereto, the other party shall execute an estoppel certificate in commercially reasonable form certifying that this Contract remains in full force and effect, the absence of defaults hereunder, and any other factual matter that is reasonably requested by the requesting party.
- (8) **Notices.** Any notice required by this Contract shall be in writing and delivered by certified or registered mail, return receipt requested, hand delivery, or via overnight courier delivery, addressed to the following:

Town:

K. Marie Strandwitz, PE  
Town of Hillsborough  
PO Box 429  
105 E. Corbin St. (physical)  
27278-0429

[Marie.strandwitz@hillsboroughnc.gov](mailto:Marie.strandwitz@hillsboroughnc.gov)

Developer:

Terra Equity, Inc.  
3810 Springhurst Blvd., Suite 120  
Louisville, KY 40241  
Attn: Frank Csapo

[fcaspo@barristercrg.com](mailto:fcaspo@barristercrg.com)

With a Required Copy to:

The Brough Law Firm PLLC  
1526 E. Franklin Street, Suite 200  
Chapel Hill, NC 27514  
Attn: Robert E. Hornik, Jr.

[hornik@broughlawfirm.com](mailto:hornik@broughlawfirm.com)

Manning, Fulton & Skinner, P.A.  
3605 Glenwood Ave., Suite 500  
Raleigh, NC 27612

Attn: Douglas J. Short

[short@manningfulton.com](mailto:short@manningfulton.com)

Notwithstanding the foregoing, notices from and to the Town concerning the permitting, construction, design, review, inspection or otherwise relating to the Work or Improvements may be sent via electronic mail to and from the appropriate Town department or representative in accordance with general custom and practice of communications between the parties. By way of example, but not limitation, the Notice provisions in this Paragraph (8) shall not prohibit the parties from corresponding via electronic mail to schedule inspections, request approvals to plans or change orders, etc., to the appropriate representatives made in accordance with the parties' course of dealing or practices.

Notwithstanding the foregoing or anything contained herein to the contrary, in the event of any notice to Developer, in the event that the Town is provided with a notice specifying the name and notice address of any lender or investor of Developer, and their counsel (collectively, "**Lender Parties**"), then in order for such notices to be effective against Developer, copies of said notices must be provided to such Lender Parties at the addresses specified by such Lender Parties. In such event, without limiting any notice and/or cure period afforded Developer hereunder, such Lender Parties shall be provided with the same notice and/or cure periods afforded Developer hereunder, commencing from the date of such notice to Lender Parties.

- (9) Mediation of Disputes. In the event of any disputes or claims arise under this Contract or any exhibit attached hereto (a "**Claim**") cannot be settled in an amicable manner by the parties by direct discussions, then the parties agree to first endeavor

to settle the Claim or all other claims by initiating a mediation process, administered by a certified mediator not having an interest in the outcome of the controversy, before resorting to litigation or other dispute resolution procedures. Upon the written request of any party hereto, the mediation process will be triggered. A mediator shall be mutually agreed upon by all parties within fifteen (15) days or, if they cannot so agree, each party shall select one (1) mediator and the selected mediators shall, within an additional fifteen (15) day period, select a mediator to act as the sole mediator. The mediation shall be conducted at a location mutually agreed upon by the parties in Orange County, North Carolina. The costs and expenses of mediation shall be divided equally among all the parties involved in such mediation process. As used herein, the term "**Mediator**" shall mean a trained professional mediator who (1) has commercial mediation experience; and (2) has at least three (3) years' experience in mediation.

The parties shall use good faith efforts to reach a decision not more than ninety (90) days after the parties have agreed upon the mediator. The provisions governing the mediation shall be as follows:

- a) The mediation hearing shall remain informal, with each party being permitted to present such facts and evidence as it may reasonably believe supports that party's position.
- b) The parties hereto intend that each conflict and dispute submitted to mediation shall be unique, with facts, circumstances, and recommended resolutions to be determined on a case-by-case basis.
- c) Neither party shall have the right to compel performance of the Mediator's recommended solutions, unless such solutions are reduced to a binding, written agreement between the parties at the conclusion of the mediation process.
- d) All positions taken or proposed, and all information disclosed during the mediation process shall be deemed settlement negotiations. If the claims are not resolved by mediation, then such positions shall not be binding, and such information shall not be disclosed in any subsequent arbitration or legal proceeding.

If the Claim or all other claims are not resolved through mediation, the issues, and controversies the parties shall be free to pursue the Claim or all other claims in accordance with their rights at law or in equity, including without limitation litigation or arbitration.

[remainder intentionally blank; signatures follow]

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract induplicate originals, as of the day and year first above written.

**TERRA EQUITY, INC.**

**TOWN OF HILLSBOROUGH**

By: \_\_\_\_\_  
Frank A. Csapo, CEO

By: \_\_\_\_\_  
Eric J. Peterson  
Town Manager

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Town Clerk  
Sarah Kimrey

This Contract is approved to as form:

\_\_\_\_\_  
Robert Hornik  
Town Attorney

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

\_\_\_\_\_  
Dave McCole  
Finance Director



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Public Space and Sustainability  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Stephanie Trueblood, Public Space and Sustainability Manager

#### ITEM TO BE CONSIDERED

**Subject:** Resolution to Authorize the Mayor to Execute a Memorandum of Understanding Creating the Intergovernmental Climate Council of Orange County

#### Attachments:

1. Memorandum of Understanding
2. Resolution

#### Summary:

A climate council was formed by Orange County and the towns of Carrboro, Chapel Hill, and Hillsborough in the fall of 2019. The county and towns agree that there is an opportunity to clarify the purpose and function of the climate council by formally establishing an Intergovernmental Climate Council. The county and towns developed the attached memorandum of understanding that describes the charge, goals, terms, membership, meetings, staffing and responsibilities of an Intergovernmental Climate Council of Orange County. The proposed membership now includes representatives from advisory boards within the county and towns, as well as a sustainability lead from UNC Health. The proposed membership reduces the total number of voting positions from 30 to 16. The Town of Hillsborough would be represented by one member of the Board of Commissioners and one member of the Parks and Recreation Board. The town's Public Space and Sustainability Division would continue to provide staff support, as would sustainability staff from Chapel Hill, Carrboro, and Orange County.

#### Financial impacts:

None.

#### Staff recommendation and comments:

None.

#### Action requested:

Adopt resolution authorizing the mayor to execute a MOU to create the Intergovernmental Climate Council of Orange County.

# Memorandum of Understanding Creating the Intergovernmental Climate Council of Orange County

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between and among the Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina, municipal corporations in Orange County, North Carolina (hereinafter referred to collectively as the “Towns”), and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the purpose of creating a joint climate council to explore climate change issues in and their impact on Orange County and its residents. (County and Towns may be referred to individually as “Party” and collectively as the “Parties”).

The Parties also acknowledge that the University of North Carolina – Chapel Hill, UNC Healthcare, the Orange Water and Sewer Authority, Orange County Schools, Chapel Hill Carrboro City Schools, North Carolina Cooperative Extension, Durham Technical Community College, and The Chamber for a Greater Chapel Hill Carrboro Partnership for Sustainable Community are important member entities (stakeholders) in the County and the Towns and though not parties to this MOU, the Parties acknowledge the vital role they play and further acknowledge their intention to invite full participation by these member entities with respect to the issues covered by this MOU.

The purpose of this MOU is to foster the cooperation and collaboration between the County and the Towns, which has proved so successful on many issues and topics, to provide flexibility to explore the impacts of climate change and the mitigation of those impacts in Orange County. This collaborative agreement is established and maintained based on the cooperative trust among the Parties that is essential to the effective implementation of this MOU.

## **WITNESSETH**

**WHEREAS**, the County, and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this MOU; and

**WHEREAS**, at the January 29, 2019 Assembly of Governments, the County and Towns discussed the formation of a climate committee to explore issues related to climate change; and

**WHEREAS**, a climate council was subsequently created with input from the Parties and began meeting in the Fall of 2019; and

**WHEREAS**, the County and Towns determined that the climate council’s purpose and function were unclear and jointly desired to formally establish an Intergovernmental Climate Council (the “Council”) and impart to it a clear charge and purpose.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

### **1. Charge and Goals of the Council**

The charge/goals of the Council are to coordinate on climate related issues and opportunities. More specifically, the Council shall:

- Exchange information on climate justice, climate change mitigation, resiliency, and adaptation;
- Maintain and update an inventory of climate change initiatives of the entities represented on the Council that can be used to advance climate action plan strategies;
- Promote communication between the Towns and the County on future opportunities and collaborative efforts;
- Provide informational updates on the Climate Action Plans of the entities represented on the Council;
- Share public education and outreach opportunities conducted by the entities.

### **2. Term and Termination**

**This MOU shall continue in full force and effect until such time as it is terminated by mutual agreement of the Parties or until such time as two or more of the Parties withdraw from participation. A Party may withdraw from participation upon thirty (30) days written notice to the other Parties. Upon withdrawal by a Party, that Party shall have no further responsibilities or obligations under this MOU and that Party's appointees shall no longer have membership on the Council.**

### **3. Membership**

The Council shall have 16 members, as follows:

<i>Organization Representatives</i>	<i># of Positions</i>
Orange County Board of Commissioners	1
Orange County Commission for the Environment Representative	1
Hillsborough Board of Commissioners	1
Hillsborough Parks and Recreation Board Representative	1
Carrboro Town Council	1



Carrboro Climate Action Team	1
Chapel Hill Town Council	1
Chapel Hill Environmental Stewardship	
Advisory Board Representative	1
CHCCS Board Member	1
Orange County Schools Board Member	1
UNC Sustainability Lead	1
UNC Health Sustainability Lead	1
OWASA Sustainability Lead	1
NC Cooperative Extension Representative	1
Durham Tech Sustainability Lead	1
The Chamber for a Greater Chapel Hill Carrboro Partnership for a	
Sustainable Community Representative	1

Members may be removed and replaced at any time for any reason by the entity that appointed the member. If an elected and/or advisory board member’s term ends, a new member shall be appointed by the entity. The Council shall select a meeting facilitator and co-facilitator. The Climate Council is inter-jurisdictional, providing information to elected boards on the areas listed in Section 1. It is not a formal advisory board and therefore not subject to voting and quorum requirements.

Advisory board and elected representatives from each Party to this Agreement shall be appointed by the elected board of that Party. All other member entities shall choose and appoint their own representative. The Managers of each local government will select the staff who will participate in the Council.

**4. Meetings and Nature**

The Council will meet two (2) times per year; Spring and Fall. The Council may meet remotely as authorized by the County Manager. A remote meeting is an official meeting, or any part thereof, with a majority or all of the members participating by simultaneous communication.

- a. Simultaneous communication is any communication by conference telephone, conference video, or other electronic means.

The Council is a public body and its meetings are subject to North Carolina Open Meetings Law and shall be open to the public to engage with concerns and ideas regarding climate change, climate justice and resiliency whether the meetings are conducted in person or remotely. The Council shall coordinate with the Clerk to the Board of Commissioners to notify the public of the means by which the public may access the remote meetings. All documents created by or for

the Council are presumed to be public records unless an exception to North Carolina Public Records Law applies.

### **5. Work of the Council and Staffing Arrangements**

The Council is a multi-jurisdictional entity and is not an advisory board to any of the Parties. Staffing for the Council shall be of a joint venture, including staff from:

- Orange County
- Town of Carrboro
- Town of Chapel Hill
- Town of Hillsborough

Orange County staff will be responsible for administration, agenda preparation, meeting coordination, and meeting notes with support from other Town staff.

The Council shall faithfully adhere to its charge and purpose, shall not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Council, shall not have authority to incur any costs on its own behalf or any costs to the County or Towns, and shall meet regularly, with County staff support, to pursue its charge and goals.

### **6. Responsibilities of the Towns and County**

The Towns and County shall:

- Provide meeting space and remote meeting capabilities for the meetings of the Council
- Provide staff assistance as described herein to support the Council
- Provide appointments to the Council as provided herein
- Continue to support the Council for the duration of their participation in this MOU

[SIGNATURE PAGE TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and date first above recorded.

**CARRBORO**

\_\_\_\_\_  
Damon Seils, Mayor

\_\_\_\_\_  
Clerk-Attest

**CHAPEL HILL**

\_\_\_\_\_  
Pam Hemminger, Mayor

\_\_\_\_\_  
Clerk-Attest

**HILLSBOROUGH**

\_\_\_\_\_  
Jenn Weaver, Mayor

\_\_\_\_\_  
Clerk-Attest

**ORANGE COUNTY**

\_\_\_\_\_  
Jamezetta Bedford, Chair

\_\_\_\_\_  
Clerk-Attest



## RESOLUTION

### Authorizing the Mayor to Execute a Memorandum of Understanding to Create the Intergovernmental Climate Council of Orange County

**WHEREAS**, in January 2019, at the Assembly of Governments meeting, Orange County and the towns of Carrboro, Chapel Hill, and Hillsborough (herein "towns") discussed the creation of a climate committee; and

**WHEREAS**, in the fall of 2019, a climate council was formed by the county and towns and began meeting; and

**WHEREAS**, the county and towns agree that there is an opportunity to clarify the purpose and function of the climate council by formally establishing an Intergovernmental Climate Council; and

**WHEREAS**, the county and towns developed a Memorandum of Understanding that describes the charge, goals, terms, membership, meetings, staffing and responsibilities of an Intergovernmental Climate Council of Orange County;

**NOW, THEREFORE**, be it resolved the Hillsborough Board of Commissioners authorizes the mayor to execute a Memorandum of Understanding to create the Intergovernmental Climate Council of Orange County.

Approved this 13th day of March in the year 2023.

---

Jenn Weaver, Mayor  
Town of Hillsborough



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Administrative Services  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Human Resources Manager Haley Bizzell

#### ITEM TO BE CONSIDERED

**Subject:** Classification and pay amendment

**Attachments:**

Pay schedule

**Summary:**

It has been identified in the strengths, weakness, opportunities and threats (SWOT) analysis for the Financial Services Department that the department would operate more efficiently with an additional accounting technician position. The town has held off recruiting for and filling the position of assistant finance director pending the results of the SWOT analysis. With the need of an accounting technician being a high priority, reclassifying the assistant finance director position to an accounting technician position is recommended. The assistant finance director classification is in grade 18 with a salary range of \$78,399 - \$125,438. The reclassification to accounting technician would place the position in grade 7 with a salary range of \$45,838 - \$73,341.

**Financial impacts:**

No significant financial impacts.

**Staff recommendation and comments:**

Approve the proposed pay schedule.

**Action requested:**

Approve the proposed pay schedule.

**Regular (Non-Law Enforcement) Positions**

Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
1	34,205	44,467	54,728			
2	35,915	46,690	57,465	N	201	ADMINISTRATIVE SUPPORT SPECIALIST
2	35,915	46,690	57,465	N	202	METER SERVICES TECHNICIAN
3	37,711	49,024	60,338	N	302	EQUIPMENT OPERATOR I
3	37,711	49,024	60,338	N	303	UTILITY MAINTENANCE TECHNICIAN I
4	39,597	51,476	63,355	N	401	CUSTOMER SERVICE REPRESENTATIVE
4	39,597	51,476	63,355	N	402	UTILITY MAINTENANCE TECHNICIAN II
4	39,597	51,476	63,355	N	403	WASTEWATER PLANT OPERATOR I
4	39,597	51,476	63,355	N	404	WATER PLANT OPERATOR I
5	41,576	54,049	66,522	N	502	EQUIPMENT OPERATOR II
5	41,576	54,049	66,522	N	503	SENIOR ADMINISTRATIVE SUPPORT SPECIALIST
5	41,576	54,049	66,522	N	504	UTILITY MAINTENANCE TECHNICIAN III
5	41,576	54,049	66,522	N	505	WASTEWATER PLANT OPERATOR II
5	41,576	54,049	66,522	N	506	WATER PLANT OPERATOR II
6	43,655	56,752	69,848	N	605	ACCOUNTS PAYABLE TECHNICIAN
6	43,655	56,752	69,848	N	601	PLANNING TECHNICIAN
6	43,655	56,752	69,848	N	602	PLANT MAINTENANCE MECHANIC I
6	43,655	56,752	69,848	N	604	UTILITY SYSTEMS MECHANIC I
7	45,838	59,589	73,341	N	706	ACCOUNTING TECHNICIAN
7	45,838	59,589	73,341	N	701	CREW LEADER/ <del>EQUIPMENT OPERATOR III</del>
7	45,838	59,589	73,341	N	702	PLANT MAINTENANCE MECHANIC II
7	45,838	59,589	73,341	N	703	UTILITY SYSTEMS MECHANIC II
7	45,838	59,589	73,341	N	704	WASTEWATER PLANT OPERATOR III
7	45,838	59,589	73,341	N	705	WATER PLANT OPERATOR III
8	48,130	62,569	77,008	N	801	FLEET MECHANIC
8	48,130	62,569	77,008	N	802	PLANT MAINTENANCE MECHANIC III
8	48,130	62,569	77,008	N	803	UTILITY SYSTEMS MECHANIC III
9	50,536	65,697	80,858	E	901	BILLING & CUSTOMER SERVICE SUPERVISOR
9	50,536	65,697	80,858	N	902	METER SERVICES SUPERVISOR
9	50,536	65,697	80,858	N	903	UTILITIES INSPECTOR
9	50,536	65,697	80,858	E	904	PUBLIC WORKS SUPERVISOR
10	53,063	68,982	84,901	N	1001	BACKFLOW/FOG SPECIALIST
10	53,063	68,982	84,901	N	1002	CHIEF WASTEWATER PLANT OPERATOR
10	53,063	68,982	84,901	N	1003	COMMUNICATIONS SPECIALIST
10	53,063	68,982	84,901	N	1004	FACILITIES COORDINATOR
10	53,063	68,982	84,901	N	1005	OPERATOR IN RESPONSIBLE CHARGE
11	55,716	72,431	89,146	E	1101	PLANNER
12	58,502	76,053	93,604	E	1201	BUDGET & MANAGEMENT ANALYST
12	58,502	76,053	93,604	E	1202	FINANCIAL ANALYST
12	58,502	76,053	93,604	E	1203	FLEET MAINTENANCE SUPERVISOR
12	58,502	76,053	93,604	E	1204	HUMAN RESOURCES ANALYST
12	58,502	76,053	93,604	E	1205	MANAGEMENT ANALYST
12	58,502	76,053	93,604	N	1206	STORMWATER PROGRAM COORDINATOR
12	58,502	76,053	93,604	N	1207	WASTEWATER LABORATORY SUPERVISOR
12	58,502	76,053	93,604	N	1208	SENIOR COMMUNICATIONS SPECIALIST

13	61,427	79,856	98,284	E	1301	CIVIL ENGINEERING TECHNICAN
13	61,427	79,856	98,284	E	1302	SENIOR PLANNER
13	61,427	79,856	98,284	E	1303	UTILITY MAINTENANCE SUPERVISOR
13	61,427	79,856	98,284	E	1304	UTILITY SYSTEM SUPERVISOR
14	64,499	83,848	103,198	E	1401	TOWN CLERK/HUMAN RESOURCES TECHNICIAN
15	67,724	88,041	108,358	E	1501	SAFETY & RISK MANAGER
16	71,110	92,443	113,776	E	1601	WATER PLANT SUPERINTENDENT
17	74,665	97,065	119,465	E	1701	PUBLIC WORKS MANAGER
17	74,665	97,065	119,465	E	1702	STORMWATER & ENVIRONMENTAL SERVICES MANAGER
17	74,665	97,065	119,465	E	1703	UTILITY SYSTEM SUPERINTENDENT
18	<del>78,399</del>	<del>101,918</del>	<del>125,438</del>	<del>E</del>	<del>1801</del>	<del>ASSISTANT FINANCE DIRECTOR</del>
18	78,399	101,918	125,438	E	1802	COMMUNICATIONS MANAGER
19	82,319	107,014	131,710	E	1901	INFORMATION TECHNOLOGY MANAGER
20	86,434	112,365	138,295	E	2001	BUDGET DIRECTOR
20	86,434	112,365	138,295	E	2002	ENVIRONMENTAL ENGINEERING SUPERVISOR
20	86,434	112,365	138,295	E	2003	HUMAN RESOURCES MANAGER
20	86,434	112,365	138,295	E	2004	PLANNING & ECONOMIC DEVELOPMENT MANAGER
20	86,434	112,365	138,295	E	2005	PUBLIC SPACE & SUSTAINABILITY MANAGER
20	86,434	112,365	138,295	E	2006	DEPUTY UTILITIES DIRECTOR - WATER TREATMENT
21	90,756	117,983	145,210			
22	95,294	123,882	152,470			
23	100,059	130,076	160,094			
24	105,062	136,580	168,099	E	2401	ADMINISTRATIVE SERVICES DIRECTOR
24	105,062	136,580	168,099	E	2402	ASSISTANT TOWN MANAGER/COMMUNITY SERVICES DIRECTOR
24	105,062	136,580	168,099	E	2403	FINANCE DIRECTOR
25	110,315	143,409	176,504	E	2501	UTILITIES DIRECTOR

**Sworn Law Enforcement Officer Positions**

Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
100	45,138	58,679	72,220	N	100	POLICE OFFICER TRAINEE
102	51,912	67,485	83,059	N	102	POLICE OFFICER/POLICE OFFICER FIRST CLASS
201	54,508	70,860	87,212	N	203	SENIOR POLICE OFFICER
202	57,233	74,403	91,573	N	204	POLICE CORPORAL
303	59,619	77,505	95,390	N	304	MASTER POLICE OFFICER
402	65,730	85,449	105,168	N	405	POLICE SERGEANT
502	72,467	94,207	115,947	E	507	POLICE LIEUTENANT
601	83,700	108,809	133,919	E	606	POLICE MAJOR
701	105,062	136,580	168,099	E	707	CHIEF OF POLICE



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Planning and Economic Development  
Agenda Section: Regular  
Public hearing: Yes  
Date of public hearing: Jan. 19, 2023

#### PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

#### ITEM TO BE CONSIDERED

**Subject:** General use rezoning: 1509 Orange Grove Rd. (PIN 9864924639); R-10 to Multifamily

#### Attachments:

1. Rezoning Ordinance
2. Consistency Statement
3. Rezoning Application Materials

#### Summary:

The request is for a general use rezoning – meaning a range of uses are permitted by right and some require additional review. This is a legislative decision for the board – meaning the members can take a wide range of information into consideration and testimony may be in writing and does not need to be sworn. The boards have broad discretion in determining whether to approve this request. No statements by the applicant as to potential use of the property are binding on the applicant or the town. For this reason, the town requires no development plans from applicants seeking rezoning to a general-purpose district. No conditions can be placed if the application is approved. The application is complete.

Items discussed at the Joint Public Hearing included: concerns about water and sewer serviceability from town utilities, concerns from Exchange Club Park representatives about sewage smell in the park, support for mixed use generally, and questions about density standards in the UDO. Two Planning Board members voted against recommending approval at the February regular meeting.

#### GENERAL STANDARDS/FINDINGS OF FACT:

Before amending this ordinance or the Official Zoning Map, the town board must find, after conducting the process below, that the request is not inconsistent with the adopted Comprehensive Plan for the Town of Hillsborough.

Amending the Official Zoning Map (Rezoning) is a matter committed to the legislative discretion of the town board. In determining whether to adopt a proposed amendment, the town board shall consider and weigh the relevance of the following factors:

- (a) The extent to which the proposed amendment is consistent with all applicable town-adopted plans;
- (b) The extent to which there are changed conditions that require an amendment;
- (c) The extent to which the proposed amendment addresses a demonstrated community need;



- (d) The extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
- (e) The extent to which the proposed amendment would result in a logical and orderly development pattern, or deviate from logical and orderly development patterns;
- (f) The extent to which the proposed amendment would encourage premature development;
- (g) The extent to which the proposed amendment would result in strip or ribbon commercial development;
- (h) The extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to or incompatible with adjacent and surrounding zoning districts;
- (i) The extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands; and
- (j) The extent to which the proposed amendment would result in significantly adverse environmental impacts, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

January Joint Public Hearing Minutes:

A. General use rezoning: 1509 Orange Grove Road (PIN 9864924639); R-10 (residential) to multifamily

Planning and Economic Development Manager Shannan Campbell polled the audience to ensure anyone that wished to speak during the public hearing was signed in.

Campbell reviewed the item before the boards. She said the project did not require a land use plan amendment or annexation request. Campbell shared comments from the utilities department that did not make it into the staff report. She said water is available to serve the project, but sewer is constrained in this basin. The utilities department is not sure they can serve the site with sewer, and they are not currently in favor of rezoning due to that uncertainty. She said it may be possible to serve the project with septic, but that option has not been explored since the rezoning has not yet been approved. She explained that the applicant will identify viable water and sewer options if the rezoning is approved. (Hughes came in during Campbell's comments at 7:02 p.m.)

Johnston reminded the board that if the property were to be rezoned, any use allowed in that district could be developed. He then asked if the applicants would like to speak.

Applicant Michelle Robinson said she and her husband bought the property to develop, stating he is a general contractor. She then invited her husband to speak. (Lloyd came in during Michelle Robinson's comments at 7:04 p.m.)

Applicant Nathan Robinson gave an overview of the proposed project and showed a map of neighboring uses, pointing out that no adjacent parcels are zoned residential and most are zoned commercial. He also showed a map of the future land use plan. Robinson said they bought the property because they liked the walkable community in Hillsborough and envisioned a residential use for this parcel adjacent to commercial and nearby Exchange Park. He showed conceptual images to demonstrate plans for 5 townhome-style duplexes.

Nathan Robinson said he contacted the planning staff prior to purchasing the property and all feedback was positive. He said he was notified about the sewer issues by Utilities Director Marie Strandwitz 2 hours before closing and was surprised to learn from Campbell's earlier comments that the utilities department was not in

favor of the rezoning. He referred to an email he had received in August saying that a standard septic system would be acceptable as an option.

Nathan Robinson said the steps he is taking to advance the project are to first have the property rezoned before engaging an engineer. He said there would significant expense involved so they wanted to pursue the rezoning first.

He said he discussed phased development with Strandwitz by which she suggested building 3 of the 5 homes in phase I on a septic system and that by 2024 there may be more sewer capacity to serve the other 2 homes in phase II.

There was discussion by the members during which Campbell and Nathan Robinson were engaged to allow members to orient themselves more fully with the location of the property. Members considered other factors, such as traffic, density, and access. Some members continued to ask questions about how the sewer and septic needs would be addressed, and Nathan Robinson again explained that he viewed the first step to be getting the rezoning approved.

Johnston reminded that this meeting was a public hearing only and no decisions would be made. He said he wanted to make sure any staff comments were on the record. Campbell reiterated the concerns shared with her by the utilities department that they do not want the applicant to perceive a rezoning approval as an entitlement for having the project served by sewer if that's not possible. Nathan Robinson said that he understands that.

Mayor Weaver asked Hornik if rezoning would cause a problem for the future development of the project. Hornik explained that the project could only be developed to the extent that future permitting would allow water and sewer development regardless of the rezoning. Nathan Robinson gave the example that the properties in the area already zoned for commercial use could not be commercially developed if the sewer constraints prevented it.

Planning Board Member Sherra Lawrence asked why the rezoning was necessary since the requested use was residential and residential was already a permitted use under the current zoning. Campbell explained it was a density issue. She explained that the only zoning district where this density can be achieved is multifamily.

Planning Board Member Frank Casadonte asked if a single-family residence would be permitted to connect to the sewer. Campbell said that the sewer usage of that land use type is relatively low and Utilities has been allowing single family construction in this basin.

Planning Board Member Saru Salvi asked if the email that had been referenced from the utilities department could be shared with the members. Campbell displayed it on the screen and read it aloud.

Hughes said it is a simple rezoning and it could be otherwise re-zoned in the future, if necessary.

Johnston asked if there were any public comments. Oliver Fowler said he is a big fan of mixed use and thinks multifamily use is better than single family.

Nathan Robinson said that he recognizes the utility constraints but does not want to spend tens of thousands of dollars to determine the sewer needs if he cannot get it rezoned.

Debra Butler, President of the Exchange Club, said she was there to represent the interests of the park. She said there is already a sewage smell at the park at times, so she attended the meeting to see what type of

development is being proposed. She said she hopes that the existing sewer capacity issues in the area will be addressed because the smell has a negative impact on the park.

With no other public comments, Johnston thanked members of the public and moved on to the next item.

February Regular Planning Board Meeting:

B. General use rezoning: 1509 Orange Grove Rd. (PIN 9864924639); R-10 to Multifamily

Johnston came in at the start of this item at 6:35 p.m. and led the meeting from this point.

Planning and Economic Development Manager Shannan Campbell reviewed the item and said the proposed use is consistent with the land use plan. Salvi reminded the board that Utilities does not want this request approved because they are not sure of being able to provide sewer service. Schultz said if rezoning is in line with the town plan, the project won't get served with sewer there is not capacity to serve it. Town Attorney Bob Hornik agreed. Iglesias said the board should ask if it is a reasonable request. He said if it is consistent with the land use plan this step should not be a hindrance to the project moving forward. Board member Alyse Polly agrees. Schultz said it is outside of the board's purview to consider whether the project can be served by sewer. Casadonte agrees.

Motion: Schultz moved to recommend approval of the text amendment to the town board. Casadonte seconded.

Vote: 5-2. Salvi and Giglia were nays. Giglia said it seems premature.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Staff recommends approval as written.

**Action requested:**

Approve, deny, or approve with changes the language modifying the Unified Development Ordinance.



## ORDINANCE

### Amending the Zoning Map of the Town of Hillsborough

The Hillsborough Board of Commissioners ordains:

- Section 1.** An application has been made for the zoning map amendment of the property herein.
- Section 2.** The application has been referred to the town Planning Board for its recommendation and the Planning Board has provided the town board with a written recommendation addressing the consistency of the proposed rezoning amendment with the town's comprehensive plan and such other matters as the Planning Board deemed appropriate.
- Section 3.** The town board has, prior to acting on the application, adopted a statement describing the consistency of the proposed rezoning with the town's comprehensive plan and explaining why the action contemplated by the town board as reflected herein is reasonable and in the public interest.
- Section 4.** The Official Zoning Map of the Town of Hillsborough is hereby amended to rezone 1.7 ac PIN 9864924639 from R-10 (Residential-10) to MF (Multifamily).
- Section 5.** The legal description of the parcel area of PIN 9864924639 to be zoned MF is as follows:
- BEING all of that tract or parcel of land labeled as "AREA LOT 3 OUTSIDE R/W 1.70 ACRES 74,012SF", as shown on plat of survey entitled "PROPERTY SURVEYED FOR CHRIS WACHOLZ" by Summit Consulting Engineers, which plat is recorded in Plat Book 101, Page 194, in the Orange County Registry and to which plat reference is hereby made for a more particular description of the same. A map of the property is located in Plat Book 101, Page 194.
- Section 6.** All provisions of any town ordinance in conflict with this ordinance are repealed.
- Section 7.** This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 13<sup>th</sup> day of March in 2023.

Ayes:

Noes:

Absent or excused:

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Sarah E. Kimrey, Town Clerk

**Town Board's Statement per N.C. Gen. Stat. 160D-605**

The Town of Hillsborough Town Board has received and reviewed the application of Town of Hillsborough, North Carolina to amend the Town of Hillsborough Official Zoning Map as follows:

Rezone approx. 1.7 ac at 1509 Orange Grove Road (PIN 9864924639) from R-10 to Multifamily.

The Hillsborough Town Board has determined that the proposed action is consistent with the Town of Hillsborough's comprehensive plan and the Town Board's proposed action on the amendment is reasonable and in the public interest for the following reason(s):

The rezoning is consistent with the Vision 2030 plan as it provides increased and diverse housing options and supports future connectivity and connectedness in this area of town.

Adopted by the Town of Hillsborough Board of Commissioners this 13<sup>th</sup> day of March, 2023.

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Sarah E. Kimrey, Town Clerk



TOWN OF  
**HILLSBOROUGH**

**APPLICATION FOR  
Text and/or Map Amendment Request**

Planning Department  
101 E. Orange Street/P.O. Box 429  
Hillsborough, NC 27278

Phone: (919) 296-9477 Fax: (919) 644-2390

Website: [www.hillsboroughnc.gov](http://www.hillsboroughnc.gov)

**Amendment Type:**  Future Land Use Plan Map  Zoning Map  
 Comprehensive Plan Text  Unified Development Ordinance text

**Property Address:** 1509 Orange Grove Road, Hillsborough NC 27278 **PIN:** 9864-92-4639

**Applicant Name:** Nathan & Michelle Robinson

**Mailing Address:** 1900 Borland Rd **Phone:** 919-245-7017

**City, State, Zip:** Hillsborough, NC 27278 **E-mail:** michelle@landmark.build

**Property Owner Name:** 1509 Orange Grove Road, LLC

**Mailing Address:** 1900 Borland Rd **Phone:** 919-245-7017

**City, State, Zip:** Hillsborough, NC 27278 **E-mail:** michelle@landmark.build

**Location/Streets Accessed:** Orange Grove Road

**Current Zoning District(s):** R-10 **Proposed Zoning District(s):** Multi-family

**Acreage:** 1.70ac

**Water Service:**  Public Water  Well **Sewer Service:**  Public Sewer  Septic Tank

**Existing Structures on Site:** NONE


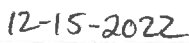
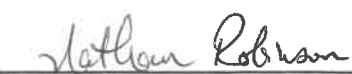
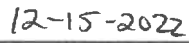
**Critical Areas:**

- Flood  Drainage/Stream/Pond  Cemetery  Historic Resource  Steep Slopes  
 Easement **See next page**

**Describe how the request will address the following factors that the Town Board of Commissioners must determine when considering an amendment to the test of the Unified Development Ordinance or Zoning Map (use separate sheet):**

1. The extent to which the amendment is consistent with all applicable Town-adopted plans.
2. The extent to which there are changed conditions that require an amendment.
3. The extent to which the proposed amendment addresses a demonstrated community need.
4. The extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.
5. The extent to which the proposed amendment would result in a logical and orderly development pattern or deviate from logical and orderly development patterns.
6. The extent to which the proposed amendment would encourage premature development.
7. The extent to which the proposed amendment would result in strip or ribbon commercial development.
8. The extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to or incompatible with adjacent and surrounding zoning districts.
9. The extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands.
10. The extent to which the proposed amendment would result in significantly adverse environmental impacts, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

I/We certify that all of the information presented by me/us in this application is accurate to the best of my/our knowledge, information, and belief. **APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF PROPERTY OWNER.**

	
Applicant's signature	date
	
Property Owner's signature	date

We are requesting a zoning amendment modification to the existing Zoning Map for the parcel located at 1509 Orange Grove Rd, Hillsborough NC. This parcel is shown in orange on the attached Exhibit A.

**1. The extent to which the amendment is consistent with all applicable Town-adopted plans.**

According to the Town of Hillsborough's Future Land Use Plan, the subject parcel is designated as **Neighborhood Mixed Use**. Exhibit B is excerpted from the Future Land Use Plan to visualize the designation of this parcel and the adjacent parcels. For ease of reference, the Town's definition of Neighborhood Mixed Use is as follows:

*These areas provide opportunities for goods and services that residents of the district and surrounding neighborhoods need on a daily basis. Lots with this designation will front on an arterial or collector street and back up to single family neighborhoods. Buildings and uses will generally be in scale with the surrounding neighborhoods and be walkable as well as providing vehicular access. Sites may be single use or, mixed use, may incorporate residential uses or may be solely residential at a higher density than the adjacent neighborhood.*  
*Zoning Districts: Adaptive Re-Use; R-10; Multi-family; Neighborhood Business; Neighborhood Business Special Use; Central Commercial; Central Commercial Special Use; Multi-Family Special Use; Residential Special Use*

The proposed zoning change to rezone this parcel as "Multi-Family" instead of "R10" is much more consistent with the stated intended future use plan of existing nearby properties, and more closely matches the Future Use Plan designations and zoning of adjacent and nearby properties along Orange Grove Road.

The Orange Grove Road roadway is already classified a "Commercial Industrial Collector", which is fitting as the subject property will front a collector street and is consistent with the intention for a Multi-Family zoning designation.

The subject property backs up to a property that's currently under the ownership of the Exchange Club, which is a recreational area with a mixture of open, wooded, and field space. This is a suitable location for multifamily zoning designation as the proximity promotes walkability and enjoyment of the outdoors. Also, the current R-10 designation allows up to 4 houses per acre. By amending the zoning to be Multi-family will accomplish a goal of the Neighborhood Mixed Use designation as listed in the Future Use Plan since this will allow higher density than R-10 zoning.

Finally, amending the subject property to be Multi-family is an allowed Zoning District within the Neighborhood Mixed Use definition.

**2. The extent to which there are changed conditions that require an amendment.**

It is unknown why this parcel has remained zoned as R-10, while the adjacent and nearby properties along Orange Grove Road are zoned differently as GC (General Commercial). In order to more closely align with the nearby properties and fit into the future land use plan, this rezoning amendment is appropriate.

**3. The extent to which the proposed amendment addresses a demonstrated community need.**

Due to the development that has occurred in the surrounding area, the highest and best use of the current subject property is as a multi-family dwelling units. The amendment will align the zoning with this objective.



4. **The extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.**

The neighboring parcels adjacent to the subject parcel are the addresses 1511 & 1501 Orange Grove Rd., and the parcels across the street are currently zoned GC (General Commercial). It seems incompatible that this parcel has remained zoned as R-10.

The proposed zoning amendment requests a rezoning of the subject property from R-10 to Multi-Family. This amendment is compatible with the Town of Hillsborough's Future Land Use designation, as described above. Additionally, utilization of this property as Multi-family fits within the intended designation of the property and the surrounding neighborhood.

5. **The extent to which the proposed amendment would result in a logical and orderly development pattern or deviate from logical and orderly development patterns.**

The logical development of the surrounding properties has resulted in them no longer being zoned as residential R-10. This amendment will result in a rezoning of the subject property that makes sense and is fitting with the development in this area.

6. **The extent to which the proposed amendment would encourage premature development.**

This proposed amendment helpfully aligns the subject property to be similar in zoning designation with the surrounding properties. It does not request zoning which would be excessive or dissimilar to development in the area, rather the proposed amendment is inline with land designation as listed in the Future Land Use Plan.

7. **The extent to which the proposed amendment would result in strip or ribbon commercial development.**

We are not proposing commercial rezoning so this is not an issue.

8. **The extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to or incompatible with adjacent and surrounding zoning districts.**

The current zoning has already created an isolated zoning district, which the proposed amendment seeks to resolve. The current zoning of R10 currently allows 4 dwellings/acre. However, the neighboring properties described earlier are zoned General Commercial; as such the subject property exists as an isolated zoning district that isn't really compatible with the surrounding zoning. The proposed amendment of Multi-family will allow higher density which is more typically compatible and found closer to commercially zoned areas.

9. **The extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands.**

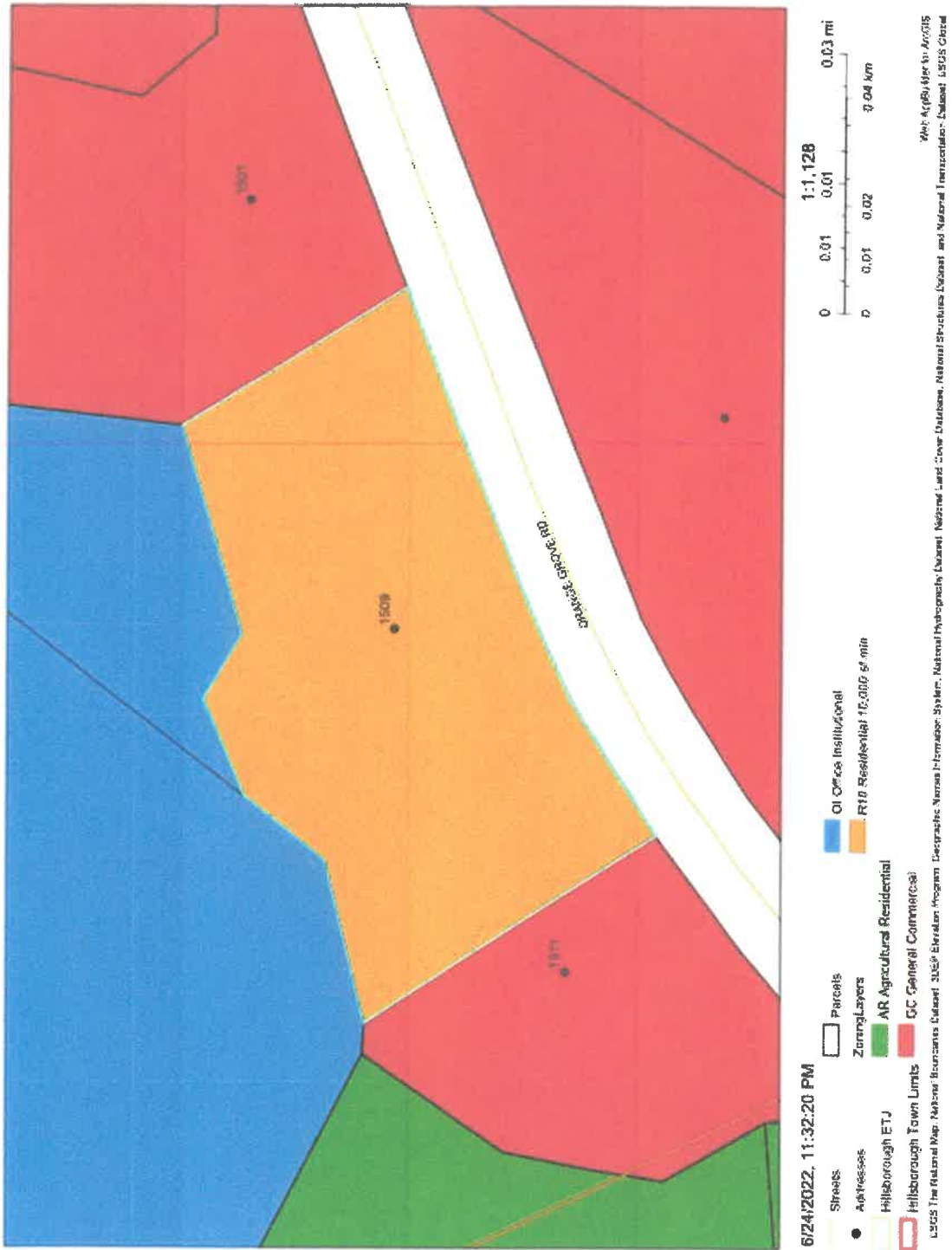
Rezoning this property from R-10 to Multi-family would have no adverse impacts to the surrounding lands. The neighboring properties as described above are already zoned General Commercial, so this amendment will more closely align the compatibility of subject property with the surrounding lands.

10. **The extent to which the proposed amendment would result in significantly adverse environmental impacts, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.**

The proposed amendment is expected to have minimal or negligible significant adverse environmental impacts. Multi-family zoning designation will not result in an industrial or commercial usage that might have chance of environmental impacts to consider. Usage of resources will be inline with typical multi-family usage and the natural functioning of residential property.

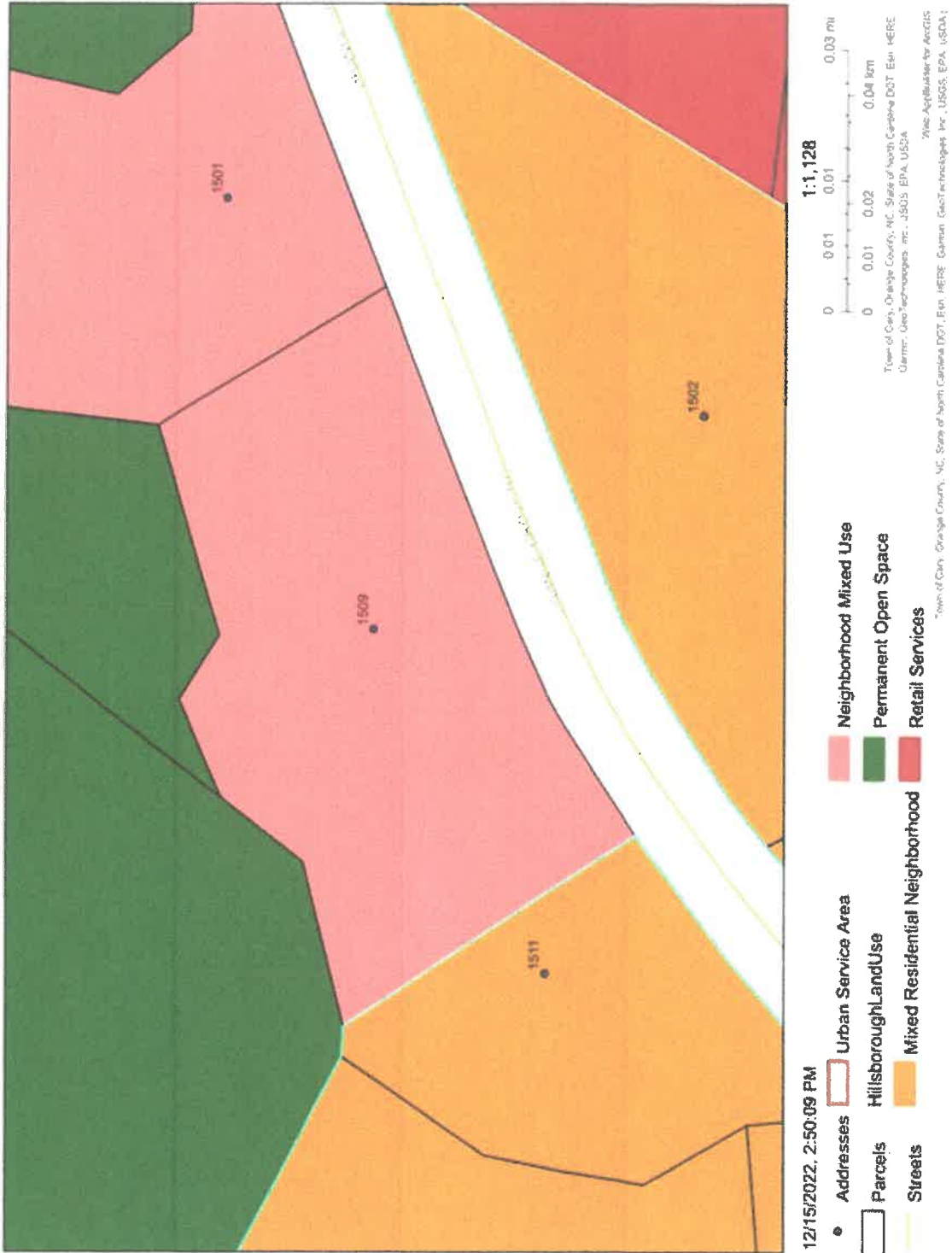
EXHIBIT A: EXISTING ZONING DESIGNATION MAP

1509 Orange Grove Rd - zoning map



**EXHIBIT B: TOWN OF HILLSBOROUGH FUTURE LAND USE DESIGNATION MAP**

ArcGIS Web Map



50162  
JH

Prepared by: Kim K. Steffan, Steffan & Associates, P.C., 2411 Old NC 86, Hillsborough, NC 27278

Return to: Grantee @ 1900 Borland Road, Hillsborough, NC 27278

N.C. Excise Tax - \$0.00

NORTH CAROLINA

SPECIAL WARRANTY DEED

ORANGE COUNTY

This deed, made and entered into this 29 day of August, 2022, by and between LANDMARK MANAGEMENT PARTNERS, LLC, whose address is 1900 Borland Rd, Hillsborough, NC 27278, hereinafter referred to as "Grantor"; and 1509 ORANGE GROVE ROAD, LLC, whose address is 1900 Borland Rd., Hillsborough, NC 27278, hereinafter referred to as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of valuable consideration paid to Grantor, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the Grantee in fee simple all that certain tract or parcel of land lying and being in Hillsborough Township, Orange County, North Carolina, and more particularly described as follows:

PIN: 9864-92-4639 *DB*

BEING all of that tract or parcel of land labeled as "AREA LOT 3 OUTSIDE R/W 1.70 ACRES 74,012 SF", as shown on plat of survey entitled "PROPERTY SURVEYED FOR CHRIS WACHHOLZ" by Summit Consulting Engineers, which plat is recorded in Plat Book 101, Page 194 in the Orange County Registry and to which plat reference is hereby made for a more particular description of the same.

The property described above was acquired by Grantor by instrument recorded in Book 6790, Page 1734, Orange County Registry. A map of the above property is located in Plat Book 101, Page 194.

submitted electronically by "Steffan & Associates PC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Orange County Register of Deeds.

submitted electronically by "Steffan & Associates PC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Orange County Register of Deeds.

To have and hold the aforesaid tract or parcel of land and all privileges thereunto belonging in fee simple forever.

Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the exceptions listed below.

Title to the property described above is subject to ad valorem taxes for the current year and easements and restrictive covenants of record, if any.

The designation Grantor and Grantee as used herein shall include the parties hereto, their heirs, successors, assigns and legal and/or personal representatives.

In Testimony Whereof, said Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

LANDMARK MANAGEMENT PARTNERS, LLC

By: H. Nathan Robinson  
H. Nathan Robinson, Member-Manager

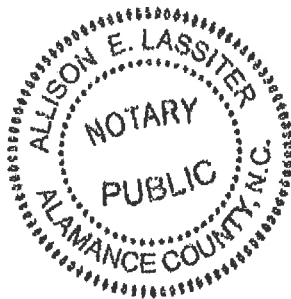
NORTH CAROLINA  
Orange COUNTY

I, Allison E. Lassiter, Notary Public of said County, do hereby certify that H. Nathan Robinson, personally came before me this day and acknowledged that he is Member-Manager of Landmark Management Partners, LLC and that he as Member-Manager, being authorized to do so, acknowledged, on behalf of Landmark Management Properties, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29th day of August, 2022.

Allison E. Lassiter  
NOTARY PUBLIC

My commission expires: 10/25/25





## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: Administrative Services  
Agenda Section: Regular  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

#### ITEM TO BE CONSIDERED

**Subject:** Hot topics for work session March 27, 2023

**Attachments:**

None.

**Summary:**

Possible topic for the March 27 work session:

- Review Priority Transportation Projects

**Financial impacts:**

None.

**Staff recommendation and comments:**

None.

**Action requested:**

None.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: March 13, 2023  
Department: All  
Agenda Section: Regular  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Department Heads

#### ITEM TO BE CONSIDERED

**Subject:** Staff (written reports in agenda packet)

**Attachments:**

Monthly departmental reports

**Summary:**

N/A

**Financial impacts:**

N/A

**Staff recommendation and comments:**

None.

**Action requested:**

Accept reports.



## Administrative Services Report

February 2023

### Budget

- No major updates.

### Communications

- Branding — Worked on branding for community engagement meetings. Put public works violation notice and financial forms and documents in branding templates and reviewed.
- Town materials — Continued editing draft Comprehensive Sustainability Plan. Reviewed proclamations, annual letter for special collections confirmation of need, procurement policy and addendums.
- Website — Reviewed how to create forms. Discussed items for improvement (largest: mobile menu access, search function, menus in general).
- Utilities outreach — Created small insert on annual disinfection and hydrant flushing for March bill. Featured town’s newest engineer for Engineers Week. Started work on rates FAQs update.
- Other — Continued work for April safety engagement meeting, hiring communications specialist, assistant town manager’s retirement party, fiber project. Discussed implementing proclamation process. Helped set up donations form for police fundraiser. Started learning Illustrator. Reviewed joint release on social workers grant for law enforcement.

### Fleet Maintenance

- No major updates.

### Human Resources/Town Clerk

- Biweekly payrolls

RECRUITMENT AND SELECTION	
Position	Status
Communications Specialist	Start date 3/27.
Customer Service Representative	Recruitment on hold.
Equipment Operator I	Closed 2/21.
Police Officer	Continuous recruitment.
Utility Maintenance Technician I, II, or III	Closed 2/26.

### Information Technology

- 2023 IT Security Awareness Training dates are scheduled for March 28 and April 4, 2023. There will be two in person sessions held both dates with one recorded session to be made available for individuals who are unable to attend one of the in-person sessions. Training sessions will be held in the Board Meeting Room. Session times will be announced soon.
- IT is working with Finance on annual PCI compliance renewal and with the Police Department on the transfer of CJIS responsibilities and review of their most recent CJIS audit.



## Safety and Risk Management

- Inspections — Collins Avenue excavation inspection; Cates Creek, Gold, Hillsborough Heights, Murray Street and Turnip Patch parks and forwarded recommendations (work orders). Forwarded safety inspection results to departments.
- Meetings — HR team, division, NC Department of Labor, Budget.
- Random drug screens — On target for 1st quarter drug screens, random FMCA drug screens and completed pre-hire drug screens - breath alcohol test performed.
- Safety Committee — Incident reviews continue, working on inspection requirements and responsibilities with new Safety Committee members. Compiling data for Injury and Illness Rate Reduction Plan for NC Department of Labor.
- Safety equipment — Stocked/distributed/ordered safety gear generally and distributed updated safety wear and supplies.
- Other — Worked on employee training schedule, workers compensation claims, property and liability claims and general duties pertaining to the Highway 86 building; collected fire extinguisher monthly check sheets.



## Public Works Report: February 2023

### Work Orders

11 completed within two days

### Public Spaces

54 staff hours

### Cemetery

3 graves marked, and 4 monuments

### Stormwater Maintenance

2,116 linear feet, 103 staff hours

### Inspections

Driveway Permits 1, 1 Utility Cut Permit

### Special Events

### Training

2 Staff attended Intermediate Work Zone safety through ITRE, and 1 staff attended Construction Inspection for Public Works through APWA



TOWN OF  
**HILLSBOROUGH**

**Utilities Department Status Report for Mar. 2023 (covering Feb. 2023)**

<b>PROJECT/CATEGORY</b>	<b>STATUS</b>
WTP	All is well. The annual March chlorine only conversion and flushing is occurring (the “burn out”).
WWTP	All is well.
West Fork of the Eno Reservoir	The reservoir is at almost 47 feet. Phase II normal pool is 53 feet. We are releasing about 3 cubic feet per second per requirement.
Water Restrictions	None
Billing Adjustments	Working on these for BOC approval.
Specification Updates	Updates presented for adoption at March general meeting. The specifications were last updated in 2018 and need to cover more technical requirements and situations that will support the town and clarify development requirements and expectations. The specifications are Appendix F of Chapter 14 of town code. Other code updates will follow to ensure cohesiveness.
Outfall Clean and CCTV	Vision NC was selected for the Eno River Interceptor cleaning and CCTV and plans in June or July to perform the work. Will need to coordinate with Public Space on accessibility to some areas along Riverwalk.
New GIS Vendor	The Department put out an RFP for a GIS vendor and received 20 proposals! The selection committee is narrowing down the list to five to check references and make a final selection. The selected vendor will have in depth experience on all facets of GIS and the capabilities to help the Utilities Department expand and utilize its many features while ensuring continued integrity of our water and sewer databases.
Developments	RTLTP extension contract on agenda for March BOC approval. Lawrence Road project discussion on technical matters with developer had on March 2. Planning board meeting anticipated in April and BOC has agreed to provide formal comments regarding the project.
Lawndale Rehab Project	Embarking on mailer to residents and setting up to bid project. The project will be to rehabilitate most of the sewers by cured-in-place lining with a few excavations to fix point repairs.
Funding Opportunities	We are awaiting paperwork for our \$100,000 grant for water system master planning from the state and are ready to sign a contract with Hazen & Sawyer. We also have received \$70,000 in grant funds to perform a technical evaluation of Hasell St tank and US 70A Watermain Replacement. These technical reviews will provide high level recommendations and costs to move forward. Nothing formal received from the feds on the STAG or FEMA BRIC awards. Paperwork processing is slow.
Staffing	Waddell Jacobs is retiring at the end of March. His position is posted.
Water and Sewer Advisory Committee (WSAC) Activities	Paul Cough did not want to complete a second term due to workload. A new in-town member, Mo Rasheed, is proposed for appointment at the March general board meeting. The next BOC meeting is in April. The joint WSAC/BOC meeting will be in August at the BOC workshop.