

Agenda

Board of Commissioners Regular Meeting with Budget Presentation

7:00 PM May 08, 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. Items for decision – consent agenda

- [A.](#) Miscellaneous budget amendments and transfers
- [B.](#) Proclamation – Period Poverty Awareness Week
- [C.](#) Proclamation – Memorial Day 2023
- [D.](#) Proclamation – Police Week and Peace Officers' Memorial Day
- [E.](#) Proclamation – National Public Works Week 2023
- [F.](#) Resolution Authorizing the Submission of the FY 2023 - 2024 HOME Annual Action Plan and FY 2023 - 2024 Program Design for Orange County, North Carolina
- [G.](#) Resolution Accepting American Rescue Plan Grant Award for Water System Master Planning
- [H.](#) Municipal Agreement Amendment No. 1 for proposed Hillsborough Train Station
- [I.](#) Rail Traffic Controller (RTC) Modeling Agreement for proposed Hillsborough Train Station
- [J.](#) Preliminary Engineering (PE) agreement concerning the proposed Hillsborough Train Station
- [K.](#) Non-binding summary of proposed terms for Hillsborough Train Station with North Carolina Department of Transportation and Amtrak
- [L.](#) Special Event Permit – The Big Run 5K
- [M.](#) Classification and Pay Amendment

5. Items for decision – regular agenda

- [A.](#) Resolution Approving the Amended Charter Resolution of Central Pines Regional Council (formerly Triangle J Council of Governments)
- [B.](#) Cross Connection Control Program Presentation
- [C.](#) Fiscal Year 2024 Manager's Recommended Budget Presentation

6. Updates

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

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7. 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: May 8, 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: 04/24/2023 TO 05/08/2023

	<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 - Revenue	10-00-3100-3101-222 2022 TAX LEVY To cover PW Intern	34304	04/24/2023	EBRADFORI	8,210,000.00	2,700.00	8,212,700.00
Gov. Body	10-10-4100-5300-530 DUES & SUBSCRIPTIONS For NCLM dues & other coverage through	34305	04/24/2023	JFernandez	21,362.00	1,634.00	23,071.00
Gov. Body	10-10-4100-5300-570 MISCELLANEOUS For NCLM dues & other coverage through	34306	04/24/2023	JFernandez	4,500.00	-1,634.00	2,791.00
Admin. Services	10-10-4200-5300-145 MAINTENANCE - BUILDINGS To cover minor office renovation in Admi	34365	05/08/2023	JFernandez	0.00	4,180.00	4,680.00
Admin. Services	10-10-4200-5300-350 UNIFORMS To cover branded shirts for public safety r	34294	04/24/2023	JFernandez	0.00	1,000.00	1,000.00
Admin. Services	10-10-4200-5300-570 MISCELLANEOUS To cover branded shirts for public safety r	34295	04/24/2023	JFernandez	31,253.00	-1,000.00	17,453.62
	To cover minor office renovation in Admi	34364	05/08/2023	JFernandez	31,253.00	-4,180.00	13,273.62
Safety & Risk	10-10-6600-5300-330 SUPPLIES - DEPARTMENTAL To establish Uniform account	34360	05/08/2023	EBRADFORI	6,000.00	-500.00	23,877.07
Safety & Risk	10-10-6600-5300-350 UNIFORMS To establish Uniform account	34361	05/08/2023	EBRADFORI	0.00	500.00	500.00
Police	10-20-5100-5300-080 TRAINING/CONF./CONV. To cover office suplies through end of yea	34307	04/24/2023	JFernandez	26,900.00	-500.00	18,900.00
Police	10-20-5100-5300-320 SUPPLIES - OFFICE To cover office suplies through end of yea	34308	04/24/2023	JFernandez	5,000.00	500.00	8,500.00
Police	10-20-5100-5300-447 C.S./COPIER To cover overages in C.S. Copier line.	34369	05/08/2023	JFernandez	5,000.00	1,000.00	6,000.00
Police	10-20-5100-5300-730 DRUG ENFORCEMENT OPERATIONS To cover overages in C.S. Copier line.	34368	05/08/2023	JFernandez	5,000.00	-1,000.00	1,250.00
Fleet Maint.	10-30-5550-5300-330 SUPPLIES - DEPARTMENTAL To cover annual subscription	34367	05/08/2023	EBRADFORI	27,267.00	-15.00	26,852.00
Fleet Maint.	10-30-5550-5300-530 DUES & SUBSCRIPTION To cover annual subscription	34366	05/08/2023	EBRADFORI	0.00	15.00	15.00
Streets	10-30-5600-5100-020 SALARIES To cover PW Intern	34302	04/24/2023	EBRADFORI	152,604.00	2,300.00	154,904.00
Streets	10-30-5600-5120-050 FICA To cover PW Intern	34303	04/24/2023	EBRADFORI	11,674.00	400.00	12,074.00
Water Dist.	30-71-8140-5982-001 TRANSFER TO UTIL CAP IMPROV FUND Gov Burke Water Main Replc	34322	05/08/2023	EBRADFORI	120,000.00	80,592.00	200,592.00
	Adj per grant award for US-70	34327	05/08/2023	EBRADFORI	120,000.00	-30,000.00	170,592.00
Billing & Collect.	30-80-7240-5300-583 MISC.-AUTO TAGS,TAX To cover replacement vehicle for meter se	34319	05/08/2023	JFernandez	0.00	3,000.00	3,000.00
Billing & Collect.	30-80-7240-5700-740 CAPITAL - VEHICLES To cover replacement vehicle for meter se	34318	05/08/2023	JFernandez	31,000.00	25,000.00	56,000.00
Water Dist.	30-80-8140-5300-326 SUPPLIES - PATCH To cover patching.	34330	05/08/2023	JFernandez	6,000.00	3,000.00	13,000.00
Water Dist.	30-80-8140-5300-351 RENTAL - EQUIPMENT JFernandez		05/01/2023	3:57:04PM			
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FY 2022-2023

TOWN OF HILLSBOROUGH
BUDGET CHANGES REPORT

DATES: 04/24/2023 TO 05/08/2023

	<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>
	To cover patching.	34329	05/08/2023	JFernandez	4,000.00	-3,000.00	950.00
Water Dist.	30-80-8140-5300-570 MISCELLANEOUS To cover shipping for backhoe replacemei	34296	04/24/2023	JFernandez	3,000.00	-247.50	1,652.50
Water Dist.	30-80-8140-5700-741 CAPITAL - EQUIPMENT To cover shipping for backhoe replacemei	34297	04/24/2023	JFernandez	35,000.00	247.50	35,247.50
WW Collect.	30-80-8200-5300-322 SUPPLIES - LIFT STATION PUMPS For replacement pump at lift station.	34311	05/08/2023	JFernandez	150,000.00	-5,425.00	151,925.00
	To allocate funds to correct account.	34363	05/08/2023	JFernandez	150,000.00	-15,150.00	136,775.00
WW Collect.	30-80-8200-5300-570 MISCELLANEOUS To cover shipping for backhoe replacemei	34298	04/24/2023	JFernandez	1,500.00	-247.50	1,252.50
WW Collect.	30-80-8200-5700-741 CAPITAL - EQUIPMENT To cover shipping for backhoe replacemei	34299	04/24/2023	JFernandez	35,000.00	247.50	201,076.62
	For replacement pump at lift station.	34312	05/08/2023	JFernandez	35,000.00	5,425.00	206,501.62
	To allocate funds to correct account.	34362	05/08/2023	JFernandez	35,000.00	15,150.00	221,651.62
WWTP	30-80-8220-5300-158 MAINTENANCE - EQUIPMENT To cover fall protection equipment.	34315	05/08/2023	JFernandez	98,930.00	-7,500.00	99,453.47
	To replace SCADA computer - motherboa	34353	05/08/2023	JFernandez	98,930.00	-3,400.00	96,053.47
WWTP	30-80-8220-5300-164 MAINTENANCE - INSTRUMENTATION To replace SCADA computer - motherboa	34354	05/08/2023	JFernandez	19,000.00	3,400.00	22,400.00
WWTP	30-80-8220-5300-165 MAINTENANCE - INFRASTRUCTURE To cover fall protection equipment.	34316	05/08/2023	JFernandez	4,000.00	7,500.00	15,500.00
WWTP	30-80-8220-5300-310 GASOLINE To cover generator fuel costs.	34371	05/08/2023	JFernandez	4,390.00	3,000.00	7,390.00
WWTP	30-80-8220-5300-323 SUPPLIES - CHEMICALS For fire resistant clothing used in electric	34309	04/24/2023	JFernandez	92,500.00	-447.00	84,003.00
	For remaining costs of fire resistant unifoi	34313	05/08/2023	JFernandez	92,500.00	-100.00	83,903.00
	To cover generator fuel costs.	34370	05/08/2023	JFernandez	92,500.00	-3,000.00	80,903.00
WWTP	30-80-8220-5300-350 UNIFORMS For fire resistant clothing used in electric	34310	04/24/2023	JFernandez	600.00	447.00	1,347.00
	For remaining costs of fire resistant unifoi	34314	05/08/2023	JFernandez	600.00	100.00	1,447.00
W&S Contingency	30-80-9990-5300-000 CONTINGENCY To cover replacement vehicle for meter se	34317	05/08/2023	JFernandez	400,000.00	-28,000.00	189,178.79
	Gov Burke Water Main Replc	34323	05/08/2023	EBRADFORI	400,000.00	-80,592.00	108,586.79
	Adj per grant award for US-70	34328	05/08/2023	EBRADFORI	400,000.00	30,000.00	138,586.79
W&S Cap. Proj.	69-22-3870-3870-750 TRANSFER FROM FUND 76-RIVER PS Adj to actual	34351	05/08/2023	EBRADFORI	400,000.00	-1,080,000.00	400,000.00
W&S Cap. Proj.	69-22-3870-3870-801 TRANSFER FROM FUND 70-RIVER PS Adj to actual	34352	05/08/2023	EBRADFORI	0.00	1,080,000.00	1,080,000.00
W&S Cap. Proj.	69-24-3870-3870-509 TRANSFER FROM WSF - GOV BURKE WTR Adj to actual SDFs	34321	05/08/2023	EBRADFORI	0.00	80,592.00	80,592.00
W&S Cap. Proj.	69-24-3870-3870-702 TRANSFER FROM FUND 75-GOV BURKE Adj to actual SDFs	34320	05/08/2023	EBRADFORI	30,000.00	-80,592.00	149,408.00
W&S Cap. Proj.	69-33-3870-3870-752 TRANSFER FROM FUND 76 - ENO RIVER I Use Cap Fees rather than SDFs	34332	05/08/2023	EBRADFORI	0.00	-750,000.00	0.00

JFernandez
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FY 2022-2023

TOWN OF HILLSBOROUGH
BUDGET CHANGES REPORT

DATES: 04/24/2023 TO 05/08/2023

REFERENCE	CHANGE NUMBER	DATE	USER	ORIGINAL BUDGET	BUDGET CHANGE	AMENDED BUDGET
W&S 69-33-3870-3870-800 TRANSFER FROM FUND 70-ENO RIVER INT Cap. Proj. Use Cap Fees rather than SDFs	34333	05/08/2023	EBRADFORI	0.00	750,000.00	750,000.00
W&S 69-35-3300-3310-016 GRANT - AIA Cap. Proj. Adj per grant award	34325	05/08/2023	EBRADFORI	0.00	30,000.00	30,000.00
W&S 69-35-3870-3870-513 TRANSFER FROM WSF-US-70 WTR IMPROV Cap. Proj. Adj per grant award	34326	05/08/2023	EBRADFORI	30,000.00	-30,000.00	0.00
Special Revenue 72-00-5100-3301-055 RESTRICTED REVENUE - STRAW FOR DOGS Adj to actual	34300	04/24/2023	EBRADFORI	0.00	775.00	775.00
Special Revenue 72-20-5100-5300-365 STRAW FOR DOGS Adj to actual	34301	04/24/2023	EBRADFORI	0.00	775.00	775.00
Cap. Res.75-71-3870-3870-151 TRAN FR W/S CRF - EDD WATER LINE EX Water SDF Close out - funds exhausted	34340	05/08/2023	EBRADFORI	259,404.00	-259,404.00	0.00
Cap. Res.75-71-3870-3870-152 TRAN FR W/S CRF - 16" WTR CONNECT Water SDF Close out - funds exhausted	34336	05/08/2023	EBRADFORI	465,000.00	-465,000.00	0.00
Cap. Res.75-71-3870-3870-156 TRAN FR W/S US BUS 70 WTR PHASE I Water SDF Adj to actual	34343	05/08/2023	EBRADFORI	429,997.50	-147,202.00	282,795.50
Cap. Res.75-71-3870-3870-509 TRAN FR W/S - GOV BURKE Water SDF Adj to actual	34338	05/08/2023	EBRADFORI	179,408.00	-60,000.00	119,408.00
Cap. Res.75-71-6900-5970-923 TRAN TO FUND 69 - EDD WTR LINE Water SDF Close out - funds exhausted	34341	05/08/2023	EBRADFORI	259,404.00	-259,404.00	0.00
Cap. Res.75-71-6900-5970-928 TRAN TO FUND 69 - US 70 PHASE I Water SDF Adj to actual	34342	05/08/2023	EBRADFORI	429,997.50	-147,202.00	282,795.50
Cap. Res.75-71-6900-5970-932 TRAN TO FUND 69 - 16" WTR CONNECT Water SDF Close out - funds exhausted	34337	05/08/2023	EBRADFORI	465,000.00	-465,000.00	0.00
Cap. Res.75-71-6900-5970-933 TRAN TO FUND 69 - GOV BURKE WTR Water SDF Adj to actual	34339	05/08/2023	EBRADFORI	179,408.00	-60,000.00	119,408.00
Cap. Res.76-71-3870-3870-154 TRAN FR W/S - RIVER PUMP UPGRAD Sewer SDF Adj to actual	34344	05/08/2023	EBRADFORI	512,424.00	-112,424.00	400,000.00
Adj to actual	34346	05/08/2023	EBRADFORI	512,424.00	-400,000.00	0.00
Cap. Res.76-71-3870-3870-155 TRAN FR W/S - COLLECT SYS REHAB Sewer SDF Adj to actual	34334	05/08/2023	EBRADFORI	1,249,169.50	-163,785.00	1,085,384.50
Adj to actual	34348	05/08/2023	EBRADFORI	1,249,169.50	-87,576.00	997,808.50
Cap. Res.76-71-6900-5970-926 TRAN TO UTIL CAP IMP FD - RIVER PUM Sewer SDF Adj to actual	34345	05/08/2023	EBRADFORI	512,424.00	-112,424.00	400,000.00
Adj to actual	34347	05/08/2023	EBRADFORI	512,424.00	-400,000.00	0.00
Cap. Res.76-71-6900-5970-927 TRAN TO UTIL CAP IMP FD - COLL SYS Sewer SDF Adj to actual	34335	05/08/2023	EBRADFORI	1,249,169.50	-163,785.00	1,085,384.50
Adj to actual	34349	05/08/2023	EBRADFORI	1,249,169.50	-87,576.00	997,808.50
					<u>-3,383,832.00</u>	



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Governing Body
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Mayor Jenn Weaver

ITEM TO BE CONSIDERED

Subject: Proclamation – Period Poverty Awareness Week

Attachments:

Proclamation

Summary:

On the Spot is a program of the Diaper Bank of North Carolina that addresses period poverty through distribution of period products and advocacy work and is a member of the Alliance for Period Supplies, which has been actively raising awareness and addressing period poverty across the country. The Alliance for Period Supplies supports a network of over one hundred active period supply banks in nearly 40 states. Along with the Alliance for Period Supplies, individual organizations and grassroots leaders will hold events and work with their local and state governments to raise awareness of this need and how they can support people in our communities.

Financial impacts:

None.

Staff recommendation and comments:

None.

Action requested:

To adopt a proclamation designating May 22-28 as Period Poverty Awareness Week in Hillsborough. This proclamation will be used in conjunction with other states and local governments around the United States to inform our community that there are people who cannot afford the period products they need, preventing them from going to work or school and living full, healthy lives.



PROCLAMATION

Period Poverty Awareness Week

May 22-28, 2023

WHEREAS, approximately half of the population will have a period every month for decades of their lives and period supplies are a necessary product, each month, for millions of people across the country; and

WHEREAS, national surveys and research studies report that one in four menstruating individuals struggle to secure enough period supplies to meet their needs each month due to a lack of income and this lack of period supplies, known as period poverty, can adversely affect the health and well-being of menstruators; and

WHEREAS, national surveys also report that one in five women and girls miss work or school due to lacking a sufficient period supplies, exacerbating the vicious cycle of poverty by forcing menstruators to withdraw from daily life, losing pay or missing educational opportunities; and

WHEREAS, menstruators struggling with period poverty risk infections by using proxy products not intended for this purpose or not changing products as often as needed; and

WHEREAS, the people of Hillsborough recognize that period poverty is a public health issue, and addressing period poverty can enhance economic opportunity for Hillsborough's people and surrounding communities and improved health for women and girls/menstruators, thus ensuring all people have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Hillsborough is proud to be home to trusted organizations, including On the Spot, a program of the Diaper Bank of North Carolina, that recognize the importance of period products in ensuring health and providing economic stability and thus distribute period products through various channels; and

WHEREAS, the Hillsborough Board of Commissioners extends its sincere gratitude to the aforementioned period supply banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Hillsborough to donate generously to period supply banks, product drives, and those organizations that collect and distribute period products to those struggling with period poverty, so that the Hillsborough community can thrive and reach their full potential;

NOW, THEREFORE, I, Jenn Weaver, mayor of the Town of Hillsborough, do hereby proclaim May 22 through May 28, 2023, as "Period Poverty Awareness Week" in the Town of Hillsborough.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of May in the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Governing Body
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Mayor Jenn Weaver

ITEM TO BE CONSIDERED

Subject: Proclamation – Memorial Day 2023

Attachments:

Proclamation

Summary:

Proclamation in honor of Memorial Day 2023.

Financial impacts:

None.

Staff recommendation and comments:

None.

Action requested:

To adopt a proclamation in honor of all members of the armed forces who have lost their lives in service to their country and to recognize and support the families and loved ones of the fallen and encourage all residents to reflect on their role in creating a more just, peaceful nation and world.



PROCLAMATION Memorial Day 2023

WHEREAS, Memorial Day is a day of reflection and solemn observance to honor the men and women of the armed forces who have lost their lives in service to their country; and

WHEREAS, what is now known as “Memorial Day” has its roots in Decoration Day – a day first observed on May 1, 1865 and led by Black soldiers including the 54th Massachusetts and the 34th and 104th U.S. Colored Troops, Black veterans, white missionaries, and newly emancipated Black citizens of Charleston, South Carolina to honor the dead Union troops buried at a planters’ racetrack; and

WHEREAS, we honor all men and women of all wars and conflicts who fought and died on behalf of our treasured ideals and do so with the clear-eyed recognition of the horrors war brings to all those it touches; and

WHEREAS, the military service members who have fallen in combat leave behind families and other loved ones who are left with the pain of their loss and carry that loss with them for the remainder of their days, experiencing the true cost of war in ways the majority of their countrymen and women cannot; and

WHEREAS, Memorial Day, in accordance with a joint resolution of Congress passed May 11, 1950, is also a day dedicated as a call to prayer for permanent peace; and

WHEREAS, toward the goal of peace, Memorial Day is a day for somber reflection on lives lost and potentials left unfulfilled, and for holding fast to our earnest hope for and commitment to non-violent solutions to conflict and a true, lasting peace where all people can thrive; and

WHEREAS, from that first Decoration Day until now, we have made much progress as a nation and people to live up to the ideals for which so many have given the ultimate sacrifice, yet have much more work to do; and

WHEREAS, one way to honor the dead is to treat the living well;

NOW, THEREFORE, I, Jenn Weaver, mayor of the Town of Hillsborough, do hereby proclaim May 31, 2023 as “Memorial Day” in the Town of Hillsborough in honor of all members of the armed forces who have lost their lives in service to their country and I call on community members to recognize and support the loved ones of the fallen, and encourage all residents to reflect on their role in creating a more just, peaceful nation and world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of May in the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Police
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Police Chief Duane Hampton

ITEM TO BE CONSIDERED

Subject: Proclamation – Police Week and Peace Officers’ Memorial Day

Attachments:

Proclamation

Summary:

Since 1786, more than 22,000 law enforcement officers have lost their lives while performing their duties, including 594 in North Carolina. The 87th Congress passed Public Law 87-726, a Joint Resolution authorizing the president to proclaim May 15th of each year as Peace Officers’ Memorial Day, and the calendar week during which May 15th occurs as Police Week; this was signed into law by President John F. Kennedy on Oct. 1, 1962.

Financial impacts:

None.

Staff recommendation and comments:

None.

Action requested:

Adopt proclamation in support of Police Week and Peace Officers’ Memorial Day.



PROCLAMATION

Police Week and Peace Officers' Memorial Day

May 14-20, 2023

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Hillsborough Police Department; and

WHEREAS, on April 29, 1786, Sheriff Benjamin Brach of Chesterfield County, Virginia, became the first law enforcement officer to die in the line of duty in the United States; since then, more than 22,000 law enforcement officers in the United States have paid the ultimate price during the performance of their duties, including 594 in North Carolina; and

WHEREAS, over 50,000 assaults against law enforcement officers are reported each year, resulting in approximately 17,000 injuries; and

WHEREAS, the 87th Congress passed Public Law 87-726, a Joint Resolution authorizing the president to proclaim May 15th of each year as Peace Officers' Memorial Day, and the calendar week during which May 15th occurs as Police Week; this was signed into law by President John F. Kennedy on Oct. 1, 1962; and

WHEREAS, the members of the Hillsborough Police Department play an essential role in safeguarding the rights and freedoms of our residents, they protect the innocent against deception and the weak against oppression, they unceasingly provide a vital public service without which our town would not enjoy the peace and liberty that we so dearly value; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of our law enforcement officers and acknowledge the hazards and sacrifices that are a fundamental aspect of their profession;

THEREFORE, I, Jenn Weaver, mayor of the Town of Hillsborough, do hereby proclaim May 14 through May 20, 2023 as "Police Week" and call upon all organizations and residents to commemorate law enforcement officers, past and present, who have rendered dedicated service to their communities.

NOW, THEREFORE, I proclaim Monday, May 15, 2023 as "Peace Officers' Memorial Day" and call upon all residents of Hillsborough to honor those law enforcement officers who made the ultimate sacrifice in service to their community or became disabled in their performance of their duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of May in the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Community Services
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager
Dustin Hill, Public Works Manager

ITEM TO BE CONSIDERED

Subject: Proclamation – National Public Works Week 2023

Attachments:

Proclamation

Summary:

Each year, the American Public Works Association (APWA) encourages communities all across the country to recognize and appreciate the workers that build and maintain the critical infrastructure that makes the country work. The attached proclamation declares May 21-27, 2023 as National Public Works Week in the Town of Hillsborough in recognition of the town employees who maintain our streets, sidewalks, facilities, solid waste, water and sewer systems and keep our town safe and functional.

Financial impacts:

N/A

Staff recommendation and comments:

N/A

Action requested:

Approval of the attached proclamation.



PROCLAMATION

National Public Works Week 2023

Connecting the World Through Public Works

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Hillsborough; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving, and protecting our town's transportation, water supply, water and sewer treatment, solid waste systems, and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the residents of Hillsborough to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, all residents are urged to join with representatives of the American Public Works Association and Town of Hillsborough to pay tribute to our public works professionals and to recognize the substantial contributions they make to protecting our town's health, safety, and quality of life.

NOW, THEREFORE, I, Jenn Weaver, mayor of the Town of Hillsborough, do hereby proclaim May 21 through May 27, 2023 as "National Public Works Week" in the Town of Hillsborough.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of May in the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	May 8, 2023
Department:	Community Services
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager

ITEM TO BE CONSIDERED

Subject: Resolution Authorizing the Submission of the FY 2023 - 2024 HOME Annual Action Plan and FY 2023 - 2024 Program Design for Orange County, North Carolina

Attachments:

1. Resolution
2. FY 2023 -2024 Annual Action Plan Draft
3. FY 2023 -2024 Annual Action Plan Summary

Summary:

Every year, state and local governments (“Participating Jurisdictions”) that receive HOME Investment Partnerships Program (“HOME”) funds from the U.S. Department of Housing and Urban Development (“HUD”) are required to complete an Annual Action Plan that lays out how they will allocate HUD funds for the upcoming program year in order to address the goals and priorities in the Consolidated Plan. A summary of the draft Annual Action Plan for FY 2023-2024 is attached.

Orange County is a special type of Participating Jurisdiction, called a Consortium, consisting of Orange County and the towns of Carrboro, Chapel Hill, and Hillsborough. Orange County serves as the lead entity for the Orange County HOME Consortium. The Consortium completed the Annual Action Plan based on the HOME award recommendations made by the Local Government Affordable Housing Collaborative, detailed in the section below.

A public comment period, as required by HUD, was held March 31 – May 1, 2023 and a public hearing was held on the draft Annual Action Plan at the April 4, 2023 Orange County Board of County Commissioners meeting. Public notice of the hearing was posted in The Herald Sun and La Noticia. Staff posted copies of the draft Annual Action Plan on the Orange County Housing Department website and circulated a link to the website and draft plan by public notice in the newspapers listed above. Staff conducted outreach by email to over 100 housing and homeless service providers nonprofit organizations, government entities, elected officials, and interested residents. All comments will be incorporated into the final Annual Action Plan to be submitted to HUD.

HUD requires staff to submit the FY 2023-2024 Annual Action Plan on or before May 15, 2023.

Financial impacts:

No direct financial impact on the town.

Staff recommendation and comments:

Staff recommends authorization for the town manager and staff to complete the HOME funding approval process.

Action requested:

Staff requests adoption of the attached resolution.



RESOLUTION

Authorizing the Submission of the FY 2023 - 2024 HOME Annual Action Plan and FY 2023 - 2024 Program Design for Orange County, North Carolina

WHEREAS, the Hillsborough Board of Commissioners as a member of the Orange County HOME Consortium authorize the town manager to submit the Orange County Annual Action Plan for FY24 to the U.S. Department of Housing and Urban Development, including all understandings, assurances, and certifications required therein; and

WHEREAS, the board approves the following activities for the FY 2023-2024 HOME Program:

<u>Rental Construction - Pee Wee Homes</u>	\$50,000
<i>Funds will be allocated to Pee Wee Homes to finance construction of three (3) small rental units at 106 Hill Street in Carrboro. Units will be leased to households experiencing homelessness and earning less than thirty percent (30%) of the area median income</i>	
<u>Rental Construction - CASA</u>	\$446,489
<i>Funds will be allocated to CASA for the predevelopment and new construction costs for twenty-two (22) units for households at or below eighty percent (80%) AMI</i>	
<u>Program Administration</u>	\$42,949.60
<u>Total Funding</u>	\$539,438.60

WHEREAS, 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.

NOW, THEREFORE, be it resolved the Hillsborough Board of Commissioners that this resolution is effective upon approval.

Approved this 8th day of May of the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk

Orange County, North Carolina
HOME Consortium

FY 2023 – 2024 Annual Action Plan

Orange County, Town of Carrboro, Town of
Chapel Hill, and Town of Hillsborough



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AP-05 Executive Summary

Introduction

The Orange County, North Carolina HOME Consortium, is a Participating Jurisdiction in the U.S. Department of Housing & Urban Development's (HUD) HOME Investment Partnerships Program (HOME). Under the HOME Program, local governments are able to join together to form a consortium in order to receive HOME funding for affordable housing. The Orange County HOME Consortium is made up of four (4) members: Orange County, the Town of Carrboro, the Town of Chapel Hill, and the Town of Hillsborough, with Orange County serving as the lead entity. The Town of Chapel Hill also receives Federal Community Development Block Grant (CDBG) funds each year.

Orange County is required to complete an annual plan for the use of HOME funds to HUD, called the Annual Action Plan. The Annual Action Plan is a guide to how the County will allocate its resources for specific activities that support the Goals and Objectives of the Orange County HOME Consortium's Five Year Consolidated Plan. This is the HOME Consortium's fourth Annual Action Plan of the 2020-2025 Five Year Consolidated Plan. The Consolidated Plan describes the housing and non-housing needs of County residents and presents a five-year strategy to address those needs.

This Annual Action Plan outlines how Orange County will use HOME funds to address the goals and priorities in the Consolidated Plan and which activities the County will undertake using HOME funds during the upcoming program year. The Orange County HOME Program Year aligns with the County Fiscal Year, beginning July 1 and ending June 30 of each year. This Annual Action Plan is for funds for Fiscal Year (FY) 2023-2024, which begins July 1, 2023 and ends June 30, 2024.

The FY 2023-2024 Annual Action Plan outlines the actions to be undertaken with the HOME funds to be received by the Orange County HOME Consortium. This plan excludes the Town of Chapel Hill's CDBG program; the Town will complete a separate Annual Action Plan for its CDBG allocation from HUD.

Based on HUD's FY 2023 budget numbers, the Orange County HOME Consortium anticipates receiving \$429,496 in awarded funds, \$13,306 in HOME program income and the Consortium members will provide, and \$96,637 in HOME Match. Orange County will use 10% of awarded funds for administration –\$44,350. In total, Orange County will have \$496,489 available to award for FY 2023-2024.

FY 2023-2024 Budget:

Orange County proposes to undertake the following activities with FY 2023-2024 HOME funds:

HOME-21-01 – CASA, Rental Construction	\$446,489
HOME-21-02 – Pee Wee Homes, Rental Construction	\$50,000
Total	\$496,489

Summarize the objectives and outcomes identified in the Plan

The goal of the Orange County HOME Program is to improve the quality of housing for County residents by retaining and increasing the supply of affordable housing units for both owner occupants and renters and by providing homeownership opportunities for low- and moderate-income residents.

The Consolidated Plan is a five-year guide that the Orange County HOME Consortium uses to address its housing and community development initiatives. Based on the Housing Needs Assessment, Market Analysis, and community and stakeholder input received during the Consolidated Planning process, the Strategic Plan portion of the Plan establishes the following priorities:

- Housing for People Experiencing Homelessness;
- Housing for Low- and Moderate-Income Households;
- Integrated Housing for People with Special Needs; and
- Community/Economic Development and Services.

During FY 2023-2024 HOME Program Year, the County proposes to address the following priority need categories identified in the 2020 Consolidated Plan:

- Housing for People Experiencing Homelessness; and
- Housing for Low- and Moderate-Income Households.

Evaluation of past performance

Orange County has a good performance record with HUD and the County regularly meets the performance standards established by HUD. The County prepares a Consolidated Annual Performance and Evaluation Report (CAPER) each year. Typically, this report is submitted within ninety (90) days after the start of the new program year. An electronic copy of the CAPER is available for review at the Orange County Housing and Community Development Department website www.orangecountync.gov/Housing. Hard copies are available upon request.

The FY 2021-2022 CAPER (submitted in 2022), the second CAPER for the FY 2020-2025 Five Year Consolidated Plan, indicates that in program year 2021, the County expended \$162,980.40 in HOME funds and \$54,326.80 in local Match funds (a total of \$217,307.20 in expenditures). These funds included FY 2021 administrative funds, as well as funds from prior years (FY 2019, 2018, and 2016). Funds spent in FY 2021 were used to:

- Administer the HOME grant (\$37,476.10 in FY 2021 funds);
- Provided homeownership assistance to 6 low-income homebuyers (\$161,000.00 in FY 2018, 2019 and 2020 funds);
- Acquire one (1) unit to be preserved as affordable rental housing (\$40,839.00 in FY 2017 funds);
- Provide tenant-based rental assistance to 20 low-income renter households (\$106,550 in FY 2016 funds, \$4,563.00 in FY 2018 funds);

The HOME Consortium strives to operate its HOME program in a timely manner and in accordance with applicable regulations and match requirements.

Summary of Citizen Participation Process and consultation process

Developing the Annual Action Plan includes receiving requests for HOME funding from local agencies and organizations; review of funding applications and development of funding recommendations by the Orange County Local Government Affordable Housing Collaborative (the Collaborative), which consists of one (1) elected official from each of the governing boards of Orange County, the Town of Carrboro, Town of Chapel Hill, and Town of Hillsborough; soliciting resident input on those funding recommendations; and drafting the Annual Action Plan to reflect final funding decisions and funded activities for the upcoming program year. All HOME-funded activities benefit low- and moderate-income residents of Orange County.

Orange County has an approved Citizen Participation Plan, as required by HUD, which is available on the Orange County Department of Housing and Community Development website (www.orangecountync.gov/Housing) or in hard copy upon request. The County has abided by its Citizen Participation Plan in the preparation and development of the FY 2023-2024 Annual Action Plan.

The Orange County HOME Consortium solicited applications for the FY 2023-2024 HOME program in February of 2023, and applications were due on February 21, 2023. On March 9, 2023, the Collaborative met to review the applications received and develop a funding plan to be approved by each of the governing boards of the four (4) member jurisdictions of the Consortium. In reviewing applications and making awards for the 2023-2024 Orange County HOME Program, the stakeholder input gathered during the Consolidated Planning process and the priorities and goals ultimately identified in the 2020-2025 Consolidated Plan were considered.

The Consortium's funding plan was the basis for drafting the FY 2023-2024 Annual Action Plan. The draft Annual Action Plan was posted to the County's website on March 30, 2023 and distributed electronically to more than 100 stakeholders to solicit input and feedback.

The Consortium held a public hearing on the draft plan first on April 4, 2023 . Public notice of the both hearings were made by email notification to known stakeholders, advertisement in *The Herald Sun* and *La Noticia* (a Spanish language newspaper), social media posts, and advertisement in the Orange County newsletter. At the public hearing, residents had the opportunity to give their input and ideas on the proposed HOME-funded activities for FY 2023-2024.

Draft Annual Action Plan:

The draft FY 2023-2024 Annual Action Plan was on public display beginning Friday, March 31, 2023 through Monday, May 1, 2023, a period of 32 days. The FY 2023-2024 Annual Action Plan was posted on the Orange County Department of Housing and Community Development's website (www.orangecountync.gov/Housing) and hard copies were made available upon request at the following locations:

- **Orange County Housing Department**, 300 W. Tryon Street, Hillsborough, NC 27278;
- **Orange County Housing Department**, 2501 Homestead Road, Chapel Hill, NC 27516;
- **Town of Carrboro Town Hall**, 301 W Main Street, Carrboro, NC 27510;

- **Town of Chapel Hill Town Hall**, 405 M.L.K. Jr Blvd, Chapel Hill, NC 27514; and
- **Town of Hillsborough Town Hall**, 101 E Orange St, Hillsborough, NC 27278.

Summary of public comments

Public comments received during the public hearings held on April 4, 2023 in addition to comments received during the public comment period from April 1, 2023 to April 30, 2023 are summarized in section AP-12 Participation.

All comments were incorporated into on the FY 2023-2024 Annual Action Plan.

Summary

The FY 2023-2024 Annual Action Plan for the Orange County HOME Consortium outlines which activities the County will undertake using HOME funds during the program year beginning July 1, 2023 and ending June 30, 2024. This is the County's third year of the 2020 Five-Year Consolidated Plan.

During the FY 2023-2024 program year, the Orange County HOME Consortium will receive the following revenue:

- **FY 2023-2024 HOME Funds:** \$429,496, less 10% administration costs = \$386,546.40
- **HOME Program Income:** \$ 13,306
- **HOME Match:** \$ 96,636.60

Total: \$496,489

During the FY 2023-2024 HOME program year, the Orange County HOME Consortium proposes to address the following priority need categories from the 2020 Consolidated Plan:

- **Housing for People Experiencing Homelessness:** Provide affordable rental housing for households experiencing homelessness.
 - **Priority Level:** High
 - **Associated Goals:** Rental Construction, Rental Assistance, Housing Rehabilitation/ Preservation, Grant Administration
- **Housing for Low- and Moderate-Income Households:** Provide affordable housing (both rental and ownership) for households with moderate and low incomes, especially those with extremely low incomes.
 - **Priority Level:** High
 - **Associated Goals:** Rental Construction, Rental Assistance, Housing Rehabilitation/ Preservation, Home Ownership Construction, Home Buyer Assistance, Grant Administration

PR-05 Lead & Responsible Agencies

Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Orange County, NC	
HOME Administrator	Orange County, NC	Department of Housing and Community Development

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Erica Cormack, Community Development Program Manager, Orange County

Phone: 919-245-2491

Email: ecormack@orangecountync.gov

Office Address: 300 W. Tryon Street, Hillsborough, NC 27278

Mailing Address: PO Box 8181, Hillsborough, NC 27278

AP-10 Consultation

Introduction

Consultation with community stakeholders was a critical component in the development of the 2020-2025 Consolidated Plan. Consultation helped the Orange County HOME Consortium identify and prioritize community needs, develop strategies, and coordinate subsequent action plans. This process also facilitated information sharing regarding community resources and promotes coordination within the Consortium and its member jurisdictions.

During development of the Consolidated Plan in early 2020, the Consortium consulted with social services agencies, service providers, community-based organizations, housing providers, local government agencies and boards, neighborhood leaders, and elected officials. Two (2) questionnaires were created and distributed to both residents and stakeholders to help identify needs, gaps, and priorities for the next five years. The resident questionnaire was available online in three (3) languages (English, Spanish, and Burmese) and in hard copy in four (4) languages (English, Spanish, Burmese, and Karen). Input from a series of in-person and online meetings as well as the questionnaires were used in the development of the strategies and priorities detailed in the Consolidated Plan.

In developing the FY 2023-2024 Annual Action Plan and making funding awards for the 2023-2024 Orange County HOME Program, the stakeholder input gathered during the Consolidated Planning process and the priorities and goals ultimately identified in the 2020-2025 Consolidated Plan were considered. The Orange County Local Government Affordable Housing Collaborative (the Collaborative), which consists of one (1) elected official from each of the governing boards of Orange County, the Town of Carrboro, Town of Chapel Hill, and Town of Hillsborough, was the key entity consulted on funding recommendations for the FY 2023-2024 HOME Program and thereby the development of the FY 2023-2024 Annual Action Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Orange County works with the following agencies to enhance coordination:

- **Orange County Housing Authority:** Housed within the Department of Housing and Community Development, the Housing Authority operates the Section 8 Housing Choice Voucher Program for Orange County.
- **Town of Chapel Hill Public Housing and Affordable Housing and Community Connections Departments:** The Town of Chapel Hill manages public housing communities in Chapel Hill.
- **Orange County Partnership to End Homelessness (OCPEH):** Housed within the Department of Housing and Community Development, OCPEH acts as the Continuum of Care (CoC) lead for Orange County and coordinates among local governments and service providers (including those providing health services) to meet the housing and services needs of housing insecure Orange County residents.

- **Social Services Agencies:** The County provides funds to improve services to low- and moderate-income people.
- **Housing Providers:** The County provides funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.

Each year, as part of the HOME and CDBG application planning process, local agencies and organizations are invited to submit proposals for HOME and CDBG funds for eligible activities. These groups participate in the planning process by attending informational meetings, receiving technical assistance from the Consortium, and attending public hearings. The outreach process facilitates communication around affordable housing in Orange County and how public and private agencies and organizations can help address the most urgent needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Orange County HOME Consortium coordinates extensively with the Orange County Partnership to End Homelessness (OCPEH) that serves as the Continuum of Care (CoC) for Orange County. The four (4) jurisdictions participating in the Orange County HOME Consortium – Orange County and the Towns of Chapel Hill, Hillsborough and Carrboro – fund OCPEH, sharing costs based on population. Elected officials from each jurisdiction serve on the CoC board, and staff from the two jurisdictions that have Public Housing Authorities also have ex officio board seats with full voting privileges. In this way, the jurisdictions direct all efforts to end homelessness, including funding decisions and policy priorities. OCPEH staff meet weekly with Orange County Housing and Community Development staff, and are co-located in this department. OCPEH staff meet regularly with all jurisdiction staff, and present annually to the four elected boards on the work of OCPEH. Starting in 2016, OCPEH created a system map and gaps analysis of homeless services in Orange County, and has updated this document annually with the latest update issued December 2021. OCPEH staff also serve with staff from the four jurisdictions on the Orange County Affordable Housing Coalition, a group of affordable housing developers, funders, advocates, and staff seeking to collaboratively increase affordable housing units in Orange County. OCPEH staff contribute information and ideas to the Consolidated Plan and to the Annual Action Plan updates.

OCPEH leads efforts, in conjunction with the HOME Consortium, to end homelessness in Orange County. OCPEH directs the work of the bi-annual Plan to End Homelessness and ongoing coordination among service providers through seven monthly standing meetings. In addition to the CoC board, HOME Consortium members participate regularly in these CoC workgroups, including care coordination using a by-name list.

OCPEH operates coordinated entry for people in housing crisis by directing people to appropriate resources including homelessness diversion, shelter/emergency response referrals, and permanent housing resources. Coordinated entry prioritizes permanent supportive housing for people experiencing chronic homelessness. OCPEH has a standing monthly meeting with veteran service providers to

particularly address ending veteran homelessness, including care coordination using a veterans-only by-name list. As part of the gaps analysis, OCPEH seeks to increase the quality and availability of Rapid Rehousing for all people experiencing homelessness, including families. OCPEH coordinates the annual Point-in-Time count in conjunction with HOME Consortium members, and has not found unaccompanied youth in any year. OCPEH works closely with youth services providers and LGBTQ service providers and advocates to ensure no youth are going uncounseled. One of the current system gaps is a youth homeless program to serve youth experiencing homelessness. Overall, OCPEH coordinates with HOME Consortium members to continue to fill system gaps and make updates the homeless gaps analysis.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

HOME Consortium members serve on the OCPEH Leadership Team, the CoC board that determines ESG allocations each year. HOME Consortium members also serve on the CoC Project Review Committee that determines program performance standards, evaluates program outcomes, crafts funding priorities, and creates recommendations for CoC and ESG funding for Leadership Team approval. Project Review Committee members look at program data each quarter to keep eyes on program outcomes and help with funding decision-making during application periods. The Project Review Committee determines funding policies and procedures annually during the CoC and ESG grant competitions. The CoC contracts with the statewide Coalition to End Homelessness to serve as HMIS lead, and administers HMIS in consultation with the Leadership Team, as CoC board, inclusive of HOME Consortium members.

In 2016-2017 the Orange County Partnership to End Homelessness (OCPEH) gathered 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 typically update the gaps analysis each year; the last update was completed in December 2021.

Agencies, groups, organizations and others who participated in the process and consultations

1	Agency/Group/Organization	CASA
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CASA applied for FY 2023-2024 HOME funds.
2	Agency/Group/Organization	EmPOWERment, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services - Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	EmPOWERment, Inc. applied for FY 2023-2024 HOME funds.
3	Agency/Group/Organization	Community Empowerment Fund
	Agency/Group/Organization Type	Services - Housing Services - Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Empowerment Fund applied for FY 2023-2024 HOME funds.
4	Agency/Group/Organization	Hope Renovations
	Agency/Group/Organization Type	Housing Services - Housing Services - Rehabilitation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hope Renovations applied for FY 2023-2024 HOME funds.
5	Agency/Group/Organization	Common Ground Eco- Village
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Common Ground Eco-Village applied for FY 2023-2024 HOME funds.
6	Agency/Group/Organization	Habitat for Humanity
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity applied for FY 2023-2024 HOME funds.
7	Agency/Group/Organization	Pee Wee Homes
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Pee Wee Homes applied for FY 2023-2024 HOME funds.
8	Agency/Group/Organization	Orange County Partnership to End Homelessness
	Agency/Group/Organization Type	Services-homeless Other government - County Other government - Local

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>OCPEH was consulted to ascertain the current, most pressing needs of people experiencing homelessness in the community.</p>

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted in the development of the 2020-2025 Consolidated Plan, which lays out the goals and strategies upon which this Annual Action Plan is based.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County Partnership to End Homelessness	The goals are compatible.

Table 3 – Other local / regional / federal planning efforts

Narrative

The Orange County HOME Consortium is a cooperative venture of Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough. There is an excellent working relationship between all the jurisdictions. In addition, there is an excellent rapport with the Continuum of Care and its member organizations.

AP-12 Participation

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The FY 2023-2024 Annual Action Plan has many components that include citizen participation. These components included: soliciting applications for funding from local agencies and organizations; meeting with agencies/organizations to provide technical assistance on how to complete the HOME application; review of applications by elected officials from the County and the Towns (the Local Government Affordable Housing Collaborative), and one public hearing on the proposed funding plan for FY 2023-2024 HOME funds and draft Annual Action Plan. All public comments received during the public comment period, running from April 1 through April 30, 2023, and at the public hearing on April 4, 2023 are included in the Annual Action Plan.

Citizen Participation Outreach

1) Newspaper Ad
<p>Mode of Outreach: Newspaper Ad</p> <p>Target of Outreach: Minorities; Non-English Speaking: Spanish; Non-targeted/broad community</p> <p>Summary of response/attendance: No responses received</p> <p>Summary of comments received: No comments received</p> <p>Summary of comments not accepted and reasons: N/A</p> <p>URL (If applicable): N/A</p>
2) Public Hearing
<p>Mode of Outreach: Public Hearings</p> <p>Target of Outreach: Minorities; Non-English Speaking: Spanish; Persons with disabilities; Non-targeted/broad community; Residents of Public and Assisted Housing, Relevant local agencies and organizations</p> <p>Summary of response/attendance: One member of the public signed up to speak, no other comments received.</p> <p>Summary of comments received: At the April 4, 2023 public hearing, no public comments were made.</p> <p>URL (If applicable):</p>
3) Internet Outreach
<p>Mode of Outreach: Internet Outreach</p> <p>Target of Outreach: Minorities; Non-English Speaking: Spanish, Burmese, Karen; Persons with disabilities; Non-targeted/broad community; Residents of Public and Assisted Housing; Relevant local agencies and organizations</p> <p>Summary of response/attendance: N/A</p> <p>Summary of comments received: No comments received.</p> <p>Summary of comments not accepted and reasons: N/A.</p> <p>URL (If applicable): http://orangecountync.gov/2336/HOME-Program</p>

Table 4 – Citizen Participation Outreach

AP-15 Expected Resources

Introduction

The Orange County HOME Consortium will receive \$429,496 in 2023 HOME funds, \$96,636.60 in HOME Match funds, and \$13,306 in HOME Program Income for the FY 2023-2024 program year. The program year is from July 1, 2023 through June 30, 2024.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Multifamily rental new construction Single family new construction for	\$429,496	\$13,306	0	\$442,802 (not including match)	\$341,296	The Orange County HOME Consortium will receive \$429,496 in annual allocation plus \$13,306 in program income

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Orange County HOME Consortium uses cash as the local Match for HOME funds. The estimated Match contribution for FY 2023-2024 is \$96,636.60.

In addition, Orange County leverages other funds from a variety of sources to address the needs identified in the plan, including but not limited to:

- **Home Repair and Rehabilitation:** Orange County has received funds for home repair and rehabilitation under the North Carolina Housing Finance Agency's 2021 Urgent Repair Program (\$100,000) and 2020 Essential Single-Family Rehabilitation Loan Pool program (\$190,000).
- **Emergency Housing Assistance:** Orange County leverages local funds from the County and Towns, as well as CDBG and CDBG-CV funds from Chapel Hill and CDBG-CV funds awarded by the North Carolina Department of Commerce to the Towns of Hillsborough, Carrboro, and Orange County, to operate the Emergency Housing Assistance (EHA) program. EHA provides financial assistance for eviction and homelessness prevention through emergency rent, mortgage, and utility payments, as well as security deposits, application fees, and other costs to help households experiencing homelessness move in to housing.
- **Rapid Rehousing Program:** Orange County uses HOME funds as well as ESG and ESG-CV funds from the North Carolina Department of Health and Human Services to operate a Rapid Rehousing program that provides short- to mid-term rental assistance, depending on the tenant's needs, to people experiencing homelessness, through the local Continuum of Care

(CoC).

- **Other Local Funds for Affordable Housing:** A variety of other local funding sources are used for affordable housing activities, including: Outside Agency/Human Services Funding, Carrboro Affordable Housing Fund, Chapel Hill Affordable Housing Development Reserve, Chapel Hill Affordable Housing Fund, and Chapel Hill Affordable Housing Bond.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Some of the Consortium's member jurisdictions own surplus land and regularly evaluate their inventory to identify sites suitable for affordable housing activities, including the Town of Chapel Hill's public housing communities. All member jurisdictions actively collaborate with private and public entities to assist them in acquiring property for projects that address the needs identified in this plan. For example, the jurisdictions are involved in the Northside Neighborhood Initiative, a land bank in historically black neighborhoods in Chapel Hill and Carrboro that is funded in part by the University of North Carolina, the Center for Community Self-Help, and the Oak Foundation. The Town of Chapel Hill has one affordable housing development project on Town-owned land expected to begin construction in summer 2022 and two other projects on Town-land expected to receive zoning entitlements to develop or redevelop affordable housing in spring 2022.

Discussion

Although there are limited resources available to address the needs identified in the Consolidated Plan, the Consortium member jurisdictions are continuously collaborating to maximize what resources are available and develop new ones.

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Construction	2023	2028	Affordable Housing Homeless Non-Homeless Special Needs	Chapel Hill	Affordable housing acquisition	\$496,489.	Construction of 25 units

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Rental Construction
	Goal Description	Develop rental units that will be affordable to people with low incomes

AP-35 Projects

Introduction

The Orange County HOME Consortium proposes to undertake the following activities with FY 2023-2024 HOME funds:

#	Project Name
5	Administration – 2023

Table 4 – Project Information

AP-38 Project Summary

Project Summary Information

1	Project Name	CASA – Rental Construction
	Target Area	County-wide
	Goals Supported	Rental Construction
	Needs Addressed	Housing for Low- and Moderate-Income Households
	Funding	HOME: \$359,584.37 Local Match: \$86,905.03 Total: \$446,489.40 (CHDO Set Aside: \$32,212.00)
	Description	Grants & loans for households at or below 80% AMI
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	22 households at or below 80% AMI
	Location Description	2200 Homestead Rd., Chapel Hill, NC 27516
	Planned Activities	<ul style="list-style-type: none"> • Predevelopment costs • New construction for rental

Project Name	Pee Wee Homes – Rental Construction
Target Area	County-wide
Goals Supported	Rental Construction
Needs Addressed	Housing for Low-income households, Households Exiting Homelessness
Funding	HOME: \$40,268.03 Local Match: \$9,731.97 Total: \$50,000.00 (CHDO Set Aside: \$32,212.00)
Description	Development for households at or below 30% AMI who are exiting homelessness
Target Date	12/31/2023
Estimate the number and type of families that will benefit from the proposed activities	3 households at or below 30% AMI who are exiting homelessness
Location Description	106 Hill Street, Chapel Hill
Planned Activities	Rental Construction
Project Name	Administration – 2023
Target Area	County-wide
Goals Supported	Rental Construction
Needs Addressed	Housing for People Experiencing Homelessness Housing for Low- and Moderate-Income Households
Funding	HOME: \$42,949.60
Description	Funds for administration of the HOME Program will be allocated to the Orange County Housing Department. Total funds will equal 10% of the 2022 HOME award, which is \$42,949.60.
Target Date	6/30/2023
Estimate the number and type of families that will benefit from the proposed activities	Administration will support HOME-funded housing activities.
Location Description	N/A
Planned Activities	Administration

AP-50 Geographic Distribution

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Orange County HOME Consortium relies on program partners to identify geographic areas of need and direct assistance to those areas.

Geographic Distribution

Target Area	Percentage of Funds
County-wide	100

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Consortium affirms the importance of affirmatively furthering fair housing, by investing resources not only in low- and moderate-income areas, but creating housing opportunities for households with lower incomes in more affluent areas of the county.

AP-55 Affordable Housing

Introduction

Orange County will use its HOME funds for rental construction. The one-year goals for affordable housing in Orange County for FY 2023-2024 are as follows:

One Year Goals for the Number of Households to be Supported	
Homeless	3
Non-Homeless	22
Special-Needs	0
Total	25

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	25
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	25

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Orange County will fund the following projects with the FY 2023-2024 HOME funds:

- **HOME-23-01 – CASA – Rental Construction:** Construction and preconstruction costs for 22 households that are at or below 80% AMI. \$512,000 was requested and \$446,489 was awarded.
- **HOME-23-02 Pee Wee HOMES – Rental Construction:** Development of 3 households at or below 30% AMI for people who are exiting homelessness. \$50,000 was requested and \$50,000 was awarded.

AP-60 Public Housing

Introduction

Public housing in Orange County is provided by two entities: the Orange County Housing Authority (OCHA) and the Town of Chapel Hill's Public Housing Department. Housed within the Orange County **Housing Department**, OCHA has been allocated **679** Housing Choice Vouchers (HCV, commonly known as Section 8), of which **583** are being actively administered. The OCHA does not manage any public housing units. OCHA is overseen by a seven (7) member Board.

Actions planned during the next year to address the needs to public housing

The Orange County HOME Consortium is undertaking the following to address the needs of HCV holders: providing homeownership assistance that can be paired with homeownership Housing Choice Vouchers to transition renters to homeownership.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

OCHA does not own any public housing units. However, OCHA has HCV holder involvement on its Board and encourages HCV holders to become homeowners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

OCHA is not designated as troubled.

Discussion

Orange County lacks housing affordable to households with very low incomes. Rental assistance programs like the HCV Program are essential in creating affordability for these households within the private market. OCHA continues to engage landlords in order to create access to more units for HCV holders, and works to maximize federal and local resources for housing access and stabilization.

AP-65 Homeless and Other Special Needs Activities

Introduction

The Orange County Partnership to End Homeless (OCPEH) coordinates the Orange County Continuum of Care (CoC). The organization is jointly funded by four local governments: Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

OCPEH's HOME Committee (no relation to the HOME Investment Partnerships Program) consists of about 20 housing and service providers that interact with people who are experiencing chronic and/or particularly vulnerable to homelessness, many of whom have disabilities. Service providers involved include nonprofits, DSS and other county departments, UNC Hospitals, veterans' organizations, law enforcement, private attorneys, and more. The Committee meets monthly to collaborate on finding housing and services (e.g., medical, mental health, substance use, and legal services) for these people. The CoC uses its Coordinated Entry system to assess people's needs, score their level of need, and prioritize them for permanent supportive housing, and conducts street outreach program to reach people who are living unsheltered. In January 2021, the Town of Chapel Hill allocated funding for a fourth position for the street outreach program.

Addressing the emergency shelter and transitional housing needs of homeless persons

Orange County's only emergency shelter is run by the Inter-Faith Council for Social Service (IFC). IFC also offers a transitional housing program for men. The Freedom House Recovery Center provides residential mental health and substance abuse services for men, women, children, and families (in addition to outpatient and crisis services), and there are several Oxford Houses in the County that provide transitional housing for people in recovery from substance use disorder. The County does not have a domestic violence shelter, but does have an emergency housing program run by the Compass Center.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

OCPEH identified Rapid Rehousing as a gap in need of increased funding and better alignment with best practice (i.e., flexible, individualized mix of services, financial assistance, and housing navigation). In May 2020, OCPEH launched a Rapid Rehousing program (funded with HOME and state ESG) that works through the CoC's HOME Committee to provide short- to mid-term rental assistance to the community's most vulnerable people experiencing homelessness. The CoC also operates a Rapid Rehousing program

for veterans with state ESG money.

Service providers, such as IFC, Community Empowerment Fund (CEF), and Cardinal Innovations (the LME/MCO for Orange County), provide case management services to clients experiencing homelessness and can help connect them to housing. Orange County has also seen success in implementing a homeless diversion program, and currently diverts about 25% of households presenting for a shelter bed using a best-practice model that includes a strengths-based guided conversation with participants exploring other safe places to stay plus flexible funding that can make this happen.

However, there is a great need for affordable housing units in the County, particularly subsidized, income-based rental units that can be accessed by people experiencing or at risk of homelessness. This gap presents a continuous challenge for connecting people experiencing homelessness with permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC partners with UNC Hospitals and the Orange County Department of Social Services (DSS) Foster Care division, and has developed discharge policies with local and regional institutions. The CoC also assisted in the creation of the Outreach Court, now known as the Community Resource Court (CRC), North Carolina's first specialty court for people experiencing homelessness who are offered mental health evaluations and treatment plans in lieu of going to jail for misdemeanor crimes. CRC is a collaboration between the UNC Center for Excellence in Community Mental Health and the 15B District Court Judge's Office. Defendants are typically referred to CRC by their attorney or by the district attorney's office, although anyone is able to make a recommendation for a referral. Court requirements include monthly attendance to a therapeutic court session and compliance with recommended mental health or substance use treatment. Upon graduation from the court, the participant is given some type of legal benefit such as dismissal of criminal charges.

The County, in partnership with the Towns, also administers the Emergency Housing Assistance program for people who apply directly, come through Coordinated Entry (called the Orange County "Housing Helpline"), or are referred by service providers and are experiencing housing insecurity. The fund can assist with pay for rent, mortgage, and utility payments, security and utility deposits, and certain other one-time expenses to help households at risk of, or currently experiencing, homelessness or to help individuals remain stably housed.

AP-75 Barriers to Affordable Housing

Introduction

In 2020, the Orange County HOME Consortium worked with the Center for Urban and Regional Studies

at the University of North Carolina Chapel Hill to conduct an Analysis of Impediments to Fair Housing Choice (AI). The AI includes an analysis of Orange County laws, regulations, and administrative policies, procedures, and practices that affect the location, availability, and accessibility of housing. The AI also includes an assessment of conditions, both public and private, that affect fair housing choice.

The AI identified the following impediments to fair housing:

- **A lack of affordable housing has resulted in severe rent burdens among many renters, especially those with low and moderate incomes.** A majority of renters in the county are rent-burdened—spending over 30% of household income toward rent and utilities; this figure exceeds 85% for households earning below \$35,000 and is still over half for households earning \$35,000–\$49,999. Meanwhile, over 80% of households earning under \$20,000 are severely rent-burdened (meaning they pay over half their income toward rent and utilities), as are nearly 40% of households earning \$20,000–\$34,999.
- **African American and Hispanic residents face difficulties receiving conventional mortgage loans.** The denial rate for first-lien, conventional mortgages for African Americans is consistently over four times that of Whites, and the denial rate for Hispanic households is between two and four times that of Whites as well. The most common reasons for denial, as noted in the HMDA data, are credit history for African Americans (33% of all denial reasons) and debt-to-income ratio for Hispanic households (49% of all denial reasons).
- **Based on the number of fair housing complaints filed, disabled persons face difficulties accessing fair housing.** Nearly half of all fair housing complaints filed in the 2010–2018 period were filed due to discrimination based on disability. Given that the county’s population with a disability is approximately 12,500, and that over a quarter of the elderly are also disabled, this is a significant barrier to fair housing.
- **There exists a lack of subsidized rental properties outside the Towns of Chapel Hill and Carrboro.** The only public housing in the county is located in Chapel Hill and Carrboro, and the vast majority of other subsidized properties are located in either Chapel Hill or Carrboro. To that end, six subsidized developments exist in Hillsborough, one exists in the Orange County portion of Mebane, and only one subsidized property exists in unincorporated Orange County.
- **Zoning throughout the county largely restricts the development of denser, more affordable housing.** Only a handful of areas in the county are zoned for moderately dense residential development (over four lots or units per acre), and resident opposition can complicate or inhibit the development of denser housing in those areas. Given the high cost of land in service-rich neighborhoods of Chapel Hill and Carrboro, low-density zoning can prevent the construction of affordable housing.

Based on the impediments above, the AI makes the following recommendations. Details on these recommendations are explained more fully in the AI.

- Seek more funds for subsidized housing. Low- and moderate-income households are

- disproportionately rent-burdened, and recently, rents have increased faster than wages.
- Encourage development of some subsidized housing outside of Chapel Hill and Carrboro.
- Educate landlords, property managers, and other housing providers about fair housing law and reasonable accommodation, especially as they pertain to persons with disabilities.
- Offer educational courses on mortgage lending and building credit scores that are geared toward African American and Hispanic borrowers.
- Encourage cooperation and coordination between the affordable housing advisory boards in the County.
- Explore funding options for a best-practices Rapid Rehousing program to serve homeless individuals and families in Orange County.
- Identify ways to protect residents of mobile home parks who may be under threat of displacement.
- Consider areas to strategically up-zone to promote the development of affordable housing.

AP-85 Other Actions

Introduction

The Orange County HOME Consortium has developed the following actions to address obstacles to meeting underserved needs, foster affordable housing, reduce lead-based hazards, reduce the number of families living in poverty, develop institutional structures, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

Despite efforts by the County, Towns, and other affordable housing actors and service providers, there remain significant obstacles to meeting the needs of underserved people and communities. The most recent concern is the COVID-19 pandemic and its economic impacts, particularly for renter households with lower incomes who are experiencing unprecedented job loss and housing instability.

One way the HOME Consortium worked to address this situation was by allocating local Match funds for FY 2020-2021 to be used for tenant-based rental assistance through the County’s Rapid Rehousing program, and, in FY 2021-2022, reallocating \$114,000 in FY 2016 HOME funds for tenant-based rental assistance through the Rapid Rehousing program as well.

The County also scaled up and secured significant federal and state funding (about \$4 million in calendar year 2020) for emergency housing assistance, both through the local Emergency Housing Assistance program and the statewide HOPE program, to help stabilize households who are experiencing or at risk of experiencing homelessness so they could lower their exposure to COVID-19 by having a safe, non-congregate place to stay. In 2021, the County began using about \$2.2 million in CDBG-CV funds secured from the state to continue this work, and as well as additional funds that were allocated to Orange

County through the American Rescue Plan Act.

Actions planned to foster and maintain affordable housing

Using FY 2023-2024 HOME funds, the Consortium will help local nonprofit agencies build affordable housing; there are no plans to foster or maintain current affordable housing using FY 2023-2024 HOME funds.

Actions planned to reduce lead-based paint hazards

The Consortium ensures that County rehabilitation staff and the contractors they work with are knowledgeable and up-to-date on lead-based paint (LBP) requirements of all federal housing programs, distributes information on LBP hazards to all households that participate in County housing programs, conducts LBP inspections and assessments as necessary, and implements environmental control or abatement measures for LBP hazards as applicable in all federally-funded projects. This strategy allows Orange County to: be in full compliance with all applicable LBP regulations; control or reduce, to the extent feasible, all LBP hazards in housing rehabilitated with federal funds; and reduce the number of incidences of elevated blood lead levels in children.

Actions planned to reduce the number of poverty-level families

The Orange County Family Success Alliance (FSA), modeled after proven national programs such as the Harlem Children's Zone and the Promise Neighborhoods Institute, is founded on the understanding that no one organization or individual can single-handedly change the way poverty harms our children and our communities. FSA is dedicated to building a comprehensive system of engagement on education and health, with built-in family and community support. It is staffed by the Orange County Health Department and supported by work groups made up of staff members of participating advisory council organizations. Initial funding for FSA was awarded by the Orange County Board of County Commissioners through the Social Justice Fund.

FSA's 2019-2022 Strategic Plan outlines three goals: (1) children are healthy and prepared for school, (2) children and youth are healthy and succeed in school, and (3) families, neighborhoods, and institutions support the healthy development of children. These goals are approached through four strategic areas. The first is family empowerment. Over the 2019-2022 period, FSA is evolving its current "navigator" model, in which peer leaders build trusting relationships with families living in poverty, into a more comprehensive family empowerment model that will bring families together to learn, build on strengths and knowledge, and together work to better navigate systems and to uncover their personal and collective power to affect systems change. The second strategic area is partnership. FSA collaborates with cross-sector agencies to center parent expertise and priorities and aims to shift more power into the hands of parents to co-create programs and initiatives in the community. The third area is systems change, by involving community members whose lives are most directly and deeply affected by poverty in leadership and decision making in order to dismantle institutionalized racism and other oppressive systems. The final strategy area is foundational work. This means building internal infrastructure in FSA

to support strategic goals.

Actions planned to develop institutional structure

OCPEH has thoroughly analyzed the institutional structure and service delivery system for homelessness in Orange County, identified gaps in the system, and calculated the costs of filling those gaps. OCPEH has either identified existing programs and partners, or worked to set up the necessary infrastructure, through which to fill most of these gaps, and some funding has already been secured.

AP-90 Program Specific Requirements

Introduction

The Orange County HOME Consortium receives an annual allocation of HOME funds. The questions below related to the HOME program are applicable to the Consortium. Questions related to the CDBG program are applicable only to the Town of Chapel Hill and are addressed separately in Chapel Hill's Annual Action Plan.

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The Orange County HOME Consortium use general revenue funds as its local match for HOME funds. Orange County also provides funds for additional administrative costs to operate the program above the 10% allowable cost that may be pulled from the HOME award.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

HOME funds used for homeownership assistance require an Affordability Period based on the amount of HOME assistance. The Orange County HOME Consortium will use resale provisions to enforce the HOME Affordability Period for all homeownership projects, including those in which direct assistance is provided to the buyer and homeownership unit development. Under the resale provisions, if homebuyers assisted with HOME funds choose to sell their HOME-assisted property within the HOME Affordability Period, they must sell to qualified low-income buyers and the resale price will be determined according to a formula that ensures affordability to the new buyer and a fair return on investment to the original HOME-assisted buyer.

The HOME Affordability Period for homeownership assistance is based on the level of assistance provided to fund a unit or as direct assistance to a buyer (see the chart below). Direct assistance to the homebuyer is defined as HOME funding that reduces the purchase price below fair market value and includes any down payment or subordinate financing provided on behalf of the purchase. Direct

assistance does not include HOME funds provided to a developer to cover the unit production costs that do not reduce the purchase price below fair market value.

HOME Funds Provided to a unit or as direct assistance to buyer	HOME Affordability Period
<\$15,000	5 years
\$15,000 – \$40,000	10 years
>\$40,000	15 years

Resale provisions are enforced through the use of a Deed of Restrictive Covenants signed by the homebuyer at closing. The Deed of Restrictive Covenants will specify:

- A. The length of the HOME Affordability Period (per the chart above);
- B. The home must remain the owner’s principal residence throughout the HOME Affordability Period; and
- C. The conditions and obligations of the owner should the owner wish to sell before the end of the HOME Affordability Period, including;
 - 1. The owner must contact the Orange County HOME Consortium or its designated representative in writing if intending to sell the home prior to the end of the HOME Affordability Period;
 - 2. The subsequent purchaser must be low-income as defined by HOME regulations, and occupy the home as their primary residence for the remaining years of the HOME Affordability Period (however, if the new purchaser receives HOME direct assistance, the HOME Affordability Period will be re-set according to the amount of assistance provided); and
 - 3. The sales price must be affordable to the subsequent purchaser; affordable is defined as limiting the Principal, Interest, Taxes and Insurance (PITI) amount to no more than 30% of the new purchaser’s monthly income.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Fair Return on Investment

The Consortium must ensure the owner receives a fair return on their investment and that the home will continue to be affordable to a specific range of incomes. To calculate the fair return on investment to the homeowner, the Consortium will:

- A. Determine the amount of market appreciation, if any, realized over the ownership term by calculating the difference between the initial appraised value at purchase and the current appraised value at resale. This figure represents the basis for calculating the fair return on investment. In declining markets, it is possible that the homeowner may not realize a return.

B. Multiply the basis by the Federal Housing Finance Agency's Housing Price Index (HPI) to determine the fair return to the homeowner:

<https://www.fhfa.gov/DataTools/Tools/Pages/HPICalculator.aspx>

To calculate the resale price to the next homebuyer, the Consortium will add the fair return on investment to the homeowner to the original affordable price of the home at purchase by the original buyer.

Example #1:

- Appraised (Fair Market) Value at Purchase: \$210,000
- Affordable Price at Purchase: \$190,000
- Appraised Value at Resale: \$240,300
- Increase in Market Appreciation: $\$240,300 - \$210,000 = \$30,300$
- Average Appreciation in the Raleigh-Durham MSA (per the HPI Calculator): 29.4%
- Fair Return on Investment: $\$30,300 \times 0.294 = \$8,908$
- Resale Price: $\$190,000 + \$8,908 = \$198,908$

Affordability to a Range of Buyers

The Consortium will ensure continued affordability to a range of buyers, particularly those whose total household incomes range from 60 to 80% of area median income (AMI) as calculated by HUD for the HOME Program. Sales price will be set such that the amount of principal, interest, taxes, and insurance does not exceed 30% of the new buyer's annual income.

In the event the resale price required to provide a fair return exceeds the affordability to a range of LMI buyers, additional HOME funding will be provided to the subsequent buyer based on the level of funds required to make the unit affordable.

Principal Residency Requirements

Households receiving HOME-funded homeownership assistance will be required to occupy the home as their principal residence throughout the HOME Affordability Period.

In the event the original HOME-assisted homebuyer no longer occupies the unit as their principal residence (i.e., the unit is rented or vacant), the homeowner will be in violation of the terms of the HOME assistance. In cases of noncompliance, the Consortium will enforce the terms of the HOME written agreement to require repayment of any outstanding HOME funds invested in the housing. The amount subject to repayment is the total amount of HOME funds invested in the housing (i.e., any HOME development subsidy to the developer plus any HOME direct assistance provided to the homebuyer) minus any HOME funds already repaid (i.e., payment of principal on a HOME loan).

Noncompliance with principal residency requirements by a homebuyer is not considered a transfer and is not subject to resale provisions.

The Consortium will enforce these requirements through a HOME written agreement executed with the organization receiving the HOME award for homeownership activity to protect its investment and minimize its risk in HOME-assisted homebuyer projects in the event the homebuyer is in noncompliance.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Orange County HOME Consortium does not intend to refinance any existing debt for multifamily housing that will be rehabilitated with HOME funds.

Discussion

The Market Analysis found that Orange County has high housing costs and insufficient units for low-income households, particularly extremely low-income households earning below 30% AMI – only 5% of rental units in the County are affordable to households at this income level. As such, the Consortium has identified the need for tenant-based rental assistance, and has been using HOME funds and local Match funds to fill this gap.



Orange County, NC HOME Consortium FY 2023-2024 Annual Action Plan Summary

Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Construction	2023	2028	Affordable Housing Homeless Non-Homeless Special Needs	Chapel Hill	Affordable housing acquisition	\$496,489.00	Construction of 25 units

Projects

1	Project Name	CASA – Rental Construction
	Target Area	County-wide
	Goals Supported	Rental Construction
	Needs Addressed	Housing for Low- and Moderate-Income Households
	Funding	HOME: \$359,584.37 Local Match: \$86,905.03 Total: \$446,489.40 (CHDO Set Aside: \$32,212.00)
	Description	Grants & loans for households at or below 80% AMI
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	22 households at or below 80% AMI
	Location Description	2200 Homestead Rd., Chapel Hill, NC 27516
	Planned Activities	<ul style="list-style-type: none"> • Predevelopment costs • New construction for rental



Projects, Cont.

2	Project Name	Pee Wee Homes – Rental Construction
	Target Area	County-wide
	Goals Supported	Rental Construction
	Needs Addressed	Housing for Low-income households, Households Exiting Homelessness
	Funding	HOME: \$40,268.03 Local Match: \$9,731.97 Total: \$50,000.00 (CHDO Set Aside: \$32,212.00)
	Description	Development for households at or below 30% AMI who are exiting homelessness
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	3 households at or below 30% AMI who are exiting homelessness
	Location Description	106 Hill Street, Chapel Hill
	Planned Activities	Rental Construction
3	Project Name	Administration – 2023
	Target Area	County-wide
	Goals Supported	Rental Construction
	Needs Addressed	Housing for People Experiencing Homelessness Housing for Low- and Moderate-Income Households
	Funding	HOME: \$42,949.60
	Description	Funds for administration of the HOME Program will be allocated to the Orange County Housing Department. Total funds will equal 10% of the 2022 HOME award, which is estimated to be \$42,949.60.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Administration will support HOME-funded housing activities.
	Location Description	N/A



Planned Activities	Administration
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Affordable Housing

One Year Goals for the Number of Households to be Supported	
Homeless	3
Non-Homeless	22
Total	25

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	25
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	25



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Utilities
Agenda Section: Consent
Public hearing: No
Date of public hearing: NA

PRESENTER/INFORMATION CONTACT

Utilities Director Marie Strandwitz

ITEM TO BE CONSIDERED

Subject: Resolution Accepting American Rescue Plan Grant Award for Water System Master Planning

Attachments:

Resolution

Summary:

The town was awarded \$100,000 as an Asset Inventory and Assessment (AIA) grant from the North Carolina Division of Environmental Quality's American Rescue Plan Act (ARP) monies to perform water system modeling for master planning purposes.

Financial impacts:

A savings of \$100,000 to the enterprise fund.

Staff recommendation and comments:

The project once authorized to proceed will provide an analysis of current and future improvements to the water distribution system through 2040 like the study performed for the collection system in 2021. The project will take almost a year to complete. Hazen and Sawyer was the selected consultant to perform the work.

Action requested:

Accept the resolution authorizing the town manager to execute all documents necessary to receive and manage the grant.



RESOLUTION

Accepting American Rescue Plan Grant Offer for Water System Master Planning Project AIA-D-ARP-0113

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$100,000 to perform an Asset Inventory and Assessment study detailed in the submitted application; and

WHEREAS, the Town of Hillsborough, North Carolina intends to perform said project in accordance with the agreed scope of work, and

NOW, THEREFORE, be it resolved the Hillsborough Board of Commissioners does hereby accept the American Rescue Plan (ARP) offer of \$100,000.

The Town of Hillsborough, North Carolina does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

Town Manager Eric J. Peterson and successors so titled, is hereby authorized and directed to furnish such information as the appropriate state agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure..

Approved this 8th day of May of the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 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: Municipal Agreement Amendment No. 1 for proposed Hillsborough Train Station

Attachments:

Municipal Agreement Amendment No. 1

Summary:

This Amendment No. 1 to the Municipal Project Agreement transfers funding to the municipality (Town of Hillsborough) for the proposed Hillsborough Train Station, along with the responsibility to prepare plans and construct a train station platform and canopy and any track and signal work required for intercity rail passenger access to the North Carolina Railroad corridor. Funding in the amount of \$1,000,000 will be provided to the municipality by the North Carolina Department of Transportation for a total estimated cost to the North Carolina Department of Transportation of \$7,280,000.

Financial impacts:

None

Staff recommendation and comments:

None

Action requested:

Approve and authorize town manager to execute Amendment No. 1 to the Preliminary Engineering, Construction Funding and Maintenance Agreement concerning the proposed Hillsborough Train Station with North Carolina Department of Transportation, and GoTriangle.

NORTH CAROLINA
ORANGE COUNTY

DATE: MARCH 20, 2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AMENDMENT NO. 1 TO THE
PRELIMINARY ENGINEERING,
CONSTRUCTION FUNDING AND
MAINTENANCE AGREEMENT

AND

TOWN OF HILLSBOROUGH

TIP: P-5701
WBS: 46395.1.1, PE
WBS: **TBD**, CON

AND

RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION
AUTHORITY D/B/A GOTRIANGLE

THIS AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT (hereinafter “Amendment”) is made and entered into on the last date executed below, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, (hereinafter “Department”); the TOWN OF HILLSBOROUGH, a local government entity, (hereinafter “Municipality”); and RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE, a public body politic and corporate of the State of North Carolina, (hereinafter “GoTriangle”). Each party will hereinafter be referred to individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, the Parties have previously entered into a Preliminary Engineering, Construction Funding and Maintenance Agreement (hereinafter “Original Agreement”), effective February 23, 2021, pursuant to which the Parties have agreed to participate in the preliminary engineering, construction, and maintenance of the new Hillsborough Train Station located in the Town of Hillsborough, North Carolina (hereinafter “Project”) and more particularly described in the Original Agreement; and

WHEREAS, the Department, the Municipality, and GoTriangle now desire to amend the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the Project, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Agreement on the terms set forth below. The terms used but not defined herein shall have the meanings set forth within the Original Agreement.

The Original Agreement shall have the following items modified, amended, and/or appended:

1. On Page 2, delete the following Whereas clause:

WHEREAS, it is in the best interest of the Parties to pursue, to the extent feasible, additional funding for design and construction of the platform and canopy, and any track and signal work for which this Agreement does not provide; and

2. In Section 1, the Scope of Work will be amended to the following:

The Preliminary Engineering scope of work shall consist of the planning and design of the proposed Hillsborough Train Station building and site, as shown on the site plan attached as EXHIBIT A and made a part of this Agreement.

The Project Work includes construction of portions of the proposed Hillsborough Train Station building and site on land owned by the Municipality (Phase 1).

The Project Work also includes construction of a platform, canopy, and access within the North Carolina Railroad Company (NCRR) corridor (Phase 2).

3. In Section 2, Subsection B, delete the following:

- iii. Pursue, to the extent feasible, additional funding for design and construction of the platform and canopy and any track work and signal work for which this Agreement does not provide.

4. In Section 11, the Funding shall be amended to the following:

The Estimated Cost of the Project is Eight Million Dollars (\$8,000,000).

The Department will be responsible for the cost of Preliminary Engineering and the Project Work in the total not to exceed amount of Seven Million Two Hundred Eighty Thousand Dollars (\$7,280,000.00).

The Municipality will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed Thirty-Four Thousand Dollars (\$34,000.00) as its initial guaranteed contribution plus one hundred percent (100%) of all costs which exceed the Estimated Cost.

GoTriangle will be responsible for the cost of Preliminary Engineering and the Project Work in an amount not to exceed Six Hundred Eighty-Six Thousand Dollars (\$686,000.00).

It is understood by all Parties to this Agreement that the amounts dedicated to the Project are based upon an estimated cost of the Project.

5. In Section 13, the following subheading will be added:

d. ACH PAYMENTS. It is the Department's policy to pay invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices via ACH, if applicable, the party(ies) shall execute the Department's standard State of North Carolina Department of Transportation ACH – EFT Authorization Form (hereinafter "ACH Authorization Form").

All successive subheadings after this subheading "d" will be reordered beginning with "e" and continue until all subheadings are redefined with the remainder of Section 13 remaining the same.

6. In Section 15, the Municipality's and GoTriangle's representative information will be amended to the following:

Stephanie Trueblood, Public Space and Sustainability Manager, shall serve as the Municipality's representative and project manager for the Project Work as set forth in this Agreement. All notices, correspondence, and questions should be directed to her at Stephanie.Trueblood@hillsboroughnc.gov or by calling (919) 296-9481.

Bryan Hammond, Senior Architect, shall serve as GoTriangle's representative and project manager for this Project as set forth in this Agreement. All notices, correspondence, and questions should be directed to him at bhammond@gotriangle.org or by calling (919) 485-7433.

7. EXHIBIT A, "Site Plan," will be superseded by amended Exhibit A, attached hereto.

Except as hereinafter expressly amended, the Original Agreement shall remain in full force and effect. All covenants, terms, obligations, and conditions of the Original Agreement, not modified or amended by this Amendment, are hereby ratified and confirmed.

IN WITNESS WHEREOF, this AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT has been executed, the last day and year set out below, on the part of the Department, the Municipality, and GoTriangle by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Amendment, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

TOWN OF HILLSBOROUGH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MUNICIPAL SEAL

Approved by the Town of Hillsborough governing board as attested by the signature of

Clerk of the Board of Commissioners

(Date)

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

Town of Hillsborough

MAILING ADDRESS

Town of Hillsborough
P.O. Box 429
Hillsborough, NC 27278-0429
ATTN: [Contact Name]
[Job Title]
[Email]
[Phone]

IN WITNESS WHEREOF, this AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT has been executed, the last day and year set out below, on the part of the Department, the Landlord, and the Tenant by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Amendment, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION AUTHORITY
D/B/A GOTRIANGLE

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

FEDERAL TAX IDENTIFICATION NUMBER

Saundra Freeman, Director of Finances and
Administrative Services

Research Triangle Regional Public
Transportation Authority d/b/a GoTriangle

Reviewed and approved as to legal form:

MAILING ADDRESS

General Counsel

GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709
ATTN:

[Job Title]
[Email]
[Phone]

IN WITNESS WHEREOF, this AMENDMENT NO. 1 TO THE PRELIMINARY ENGINEERING, CONSTRUCTION FUNDING AND MAINTENANCE AGREEMENT has been executed, the last day and year set out below, on the part of the Department, the Landlord, and the Tenant by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Amendment, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: _____

NAME: Julie White

TITLE: Processing Assistant

TITLE: Deputy Secretary of Multi-Modal
Transportation

DATE: _____

DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Design and Construction Branch
1553 Mail Service Center
Raleigh, North Carolina 27699-1553
ATTN: Craig Newton, PE
Facilities Engineer Consultant
cmnewton@ncdot.gov

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____
TBD
(Date)

EXHIBIT A
SITE PLAN



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 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: Rail Traffic Controller (RTC) Modeling Agreement for proposed Hillsborough Train Station

Attachments:

RTC Modelling Agreement

Summary:

This Rail Traffic Controller (RTC) Modeling Agreement provides for the administration of the RTC Study for the proposed Hillsborough Train Station. Norfolk Southern Railway will conduct an evaluation of necessary and advisable collateral track and signal improvements which would enable the addition of a new Hillsborough Train Station to be located at the site just east of the South Churton Street (SR 1009) overpass at or near MP NC-41.5 without impacting current and anticipated future Amtrak and freight service fluidity. The municipality will be responsible for all costs associated with this agreement.

Financial impacts:

Costs are reimbursable under municipal funding agreement and can be absorbed by existing project budget.

Staff recommendation and comments:

None

Action requested:

Approve and authorize town manager to execute agreement for RTC modeling study concerning the proposed Hillsborough Train Station with North Carolina Department of Transportation, Norfolk Southern Railway Company, and North Carolina Railroad Company.

NORTH CAROLINA
ORANGE COUNTY

DRAFT DATE: MARCH 28, 2023

TOWN OF HILLSBOROUGH

AGREEMENT FOR STUDY
CONCERNING THE PROPOSED
HILLSBOROUGH STATION PROJECT

AND

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

NORFOLK SOUTHERN RAILWAY
COMPANY

AND

NORTH CAROLINA RAILROAD
COMPANY

This AGREEMENT FOR STUDY CONCERNING THE PROPOSED HILLSBOROUGH STATION PROJECT (hereinafter "Agreement") is made and entered into on the last date executed below, by, between, and among the TOWN OF HILLSBOROUGH, a local government entity, (hereinafter "Municipality"); the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, (hereinafter "Department"); NORFOLK SOUTHERN RAILWAY COMPANY, a corporation of the State of Virginia, (hereinafter "NSR"); and NORTH CAROLINA RAILROAD COMPANY, a corporation of the State of North Carolina, (hereinafter "NCRR"). Each of Municipality, Department, NSR, and NCRR may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the National Railroad Passenger Corporation ("Amtrak") currently operates several round-trip, long-distance, and state-supported frequencies between Raleigh, North Carolina and Greensboro, North Carolina on NSR-operated NCRR trackage passing by and through Hillsborough, North Carolina; and

WHEREAS, the Department, NSR, NCR, and Amtrak entered into the Definitive Service Outcomes Agreement (hereinafter “DSOA”) dated March 21, 2011, and the First Amendment to the DSOA dated May 14, 2012, which defines service outcomes and a Delay Standard for Amtrak-operated NCDOT trains to operate on the NCR corridor; and

WHEREAS, on _____, 2023, the Parties executed a Preliminary Engineering Agreement (hereinafter “Hillsborough Station PE Agreement”) that sets forth a framework for the progression of preliminary engineering for the Hillsborough Station Project, as defined in the Hillsborough Station Project PE Agreement, referencing, among other things, the necessary element of the performance of a Rail Traffic Controller (hereinafter “RTC”) study to evaluate the necessary and advisable collateral track and signal improvements which would enable the addition of an Amtrak station to be located in Hillsborough, North Carolina at the site just east of the South Churton Street (SR 1009) overpass at or near Milepost (MP) 41.5, and generally as depicted in Exhibit B hereto, without impacting current and anticipated future Amtrak and freight service fluidity (hereinafter “Hillsborough Station RTC Study”); and

WHEREAS, NSR has agreed to administer this Hillsborough Station RTC Study; and

WHEREAS, Municipality has agreed to reimburse NSR for all costs associated with the performance of the Hillsborough Station RTC Study.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1: Term and Termination

1.1 Unless terminated earlier pursuant to the provisions herein, this Agreement shall have a term of eighteen (18) months commencing on the []th day of [], 2023 (hereinafter “Effective Date”).

1.2 The term may be extended by a written amendment duly executed by all Parties.

1.3 This Agreement may be terminated at any time without cause by Municipality by giving NSR at least thirty (30) calendar days’ written notice. In the event of termination pursuant to this Section 1.3, Municipality shall pay NSR for all work performed up to the date of termination in accordance with and as described in Section 1.4 below.

1.4 NSR may terminate this Agreement upon any other Party’s breach of any of the terms of, or its respective obligations under, this Agreement. Such termination shall become effective at the time set forth in the notice provided such breach continues without cure or commencement of a cure followed by diligent pursuit thereof by said other Party. If the Agreement is terminated by NSR pursuant to this Section or any other provision of this Agreement, Municipality shall reimburse NSR pursuant to this Agreement for the NSR Costs, as hereinafter defined, incurred, plus all costs reasonably incurred by NSR to discontinue the Hillsborough Station RTC study (hereinafter “Reimbursable Expenses”).

1.5 Termination of this Agreement, for any reason, shall not diminish or reduce Municipality's obligation to pay NSR for NSR Costs incurred in accordance with this Agreement. In the event of the termination of this Agreement or the work undertaken for any reason, NSR's only remaining obligation to Municipality shall be to refund to Municipality any payments made to NSR in excess of Reimbursable Expenses.

1.6 Notwithstanding the foregoing provisions of this Section 1 or any other provision of this Agreement, no Party shall be able to rely on the results of the RTC Study (as defined herein) for more than five (5) years following the delivery of the Final Report (as defined herein).

Section 2: Performance of the Work

2.1 NSR shall perform a Rail Traffic Controller study (hereinafter "RTC Study") which generally shall mean a study to determine the anticipated infrastructure (including communication and signaling) necessary and reasonable to address the anticipated adverse effects on future freight and intercity passenger service by the addition of the proposed Hillsborough Amtrak Station.

2.2 NSR shall be responsible for performance, directly or through contractors, of services and production in the performance of the RTC Study.

2.3 The Parties desire for the Parties to review and collaborate on the performance of the RTC study. In order to do so, NSR agrees to at least two in-person or virtual meetings with the Parties and/or their respective consultants, first, to present initial operations simulation results and infrastructure concepts, and second, to present final results. The purpose of the meetings will be to present the RTC model, respond to questions, address issues, and to elicit alternative approaches. In recognition of the proprietary and confidential nature of the information used to develop and conduct the RTC study, none of the Parties nor their respective consultants shall be permitted to remove information from these meetings.

Section 3: Payment, Invoicing, and Records Retention

3.1 NSR will from time to time perform services in furtherance of the RTC Study, which services with normal billable additives will be billed to the cost of the RTC Study as "NSR Costs." Such NSR Costs shall include, but not be limited to, (i) out of pocket expenses, (ii) travel and lodging expenses, (iii) labor, and (iv) NSR employee consultation with the third-party consultant to aid the consultant in running the defined RTC program, development of Scenarios, and review of proposed infrastructure and operations under all scenarios.

3.2 The total estimated payment to NSR for carrying out the RTC Study is One Hundred Thousand Dollars [\$100,000] (hereinafter "Total Budget"); provided, however, that NSR may only invoice Municipality for actual incurred costs allowable under this Agreement. If the actual costs of the RTC Study are expected to exceed the Total Budget, then (i) Municipality will not be liable to NSR for payment in excess of the Total Budget without a duly executed written amendment to this Agreement, and (ii) NSR shall not be obligated to continue the RTC Study

unless and until a duly executed written amendment to this Agreement documents NSR's right to reimbursement of such excess costs. If Municipality indicates that no such amendment will be executed, then this Agreement shall be deemed terminated in accordance with Section 1.3.

3.3 NSR shall use reasonable efforts to submit to Municipality a true and correct invoice every sixty (60) days. Each invoice shall include an itemized and detailed description of completed tasks and actual expenses. For each invoice submitted by NSR pursuant to this Agreement, Municipality shall pay NSR one hundred percent (100%) of the invoiced amount within thirty (30) days after receipt of NSR's invoice. NSR shall maintain all time and expense records in connection with this Agreement and make such records available for inspection and copying by Municipality, at its own expense, for three years from the date of final payment.

Section 4: Confidentiality

4.1 The Parties acknowledge that, during the course of the RTC Study, the Parties, either directly or through their respective contractors or authorized agents, may exchange documents, communications, or other recorded information considered to be confidential and/or proprietary (hereinafter "Confidential Information"). Nothing herein requires any Party to provide to any other Party any specific Confidential Information.

4.2 If any Party asserts, or intends to assert, that a particular record (or set of records) constitutes Confidential Information, that Party shall clearly and conspicuously designate the record as confidential. Notwithstanding the foregoing, all of the NSR data, processes, and results underlying the deliverables (collectively hereinafter "NSR Data") shall constitute Confidential Information.

4.3 Except as provided in Section 4.4 herein, no Party will disclose Confidential Information received in the course of the RTC Study to any third party.

4.4 If a request or demand for Confidential Information is made by any third party, including governmental entities, the Party receiving such request or demand (hereinafter "Targeted Party") shall provide prompt written notice thereof to the other Parties. At the request of the Party owning the Confidential Information, the Targeted Party shall use reasonable, lawful means to resist the request or demand for Confidential Information. Upon such request, the Party asserting confidentiality shall defend and indemnify the Targeted Party against any and all claims, losses, penalties, fees (including reasonable attorneys' fees), and all other costs incurred in connection with the resistance to the request or demand for Confidential Information. No disclosure of Confidential Information pursuant to court order or as otherwise required by law will be considered a breach of the provisions of this Section 4.0.

4.5 All Confidential Information shall remain the property of the Party that disclosed the Confidential Information (hereinafter "Disclosing Party"). Upon completion of the RTC Study or other termination of this Agreement, each Party that has received Confidential Information shall return such Confidential Information to the Disclosing Party or destroy such Confidential Information in accordance with law and certify such destruction to the Disclosing Party. The obligations of this Section 4.0 shall survive expiration or termination of this Agreement and shall

apply to NSR Data and any Deliverables designated by NSR as Confidential Information with the exception of the Final Report as defined in 5.1, which will not be designated as Confidential Information.

4.6 Meetings between or among the Parties related to the performance of the RTC Study, whether in person or via teleconference, shall not be recorded in audio, video, screenshot, or photographic format. At its discretion, NSR may invite the other Parties to its offices to participate in meetings and may choose to share certain information in person only.

Section 5: Ownership of Materials

5.1 NSR shall complete a report of the findings of the RTC Study (hereinafter “Final Report”) and issue the Final Report to Municipality. The Final Report shall be the property of Municipality, and NSR shall not disclose the Final Report to any third party except as required to perform this Agreement. All other deliverables, including but not limited to the NSR Data, shall be and remain the proprietary and confidential property of NSR.

Section 6: Relationship of the Parties

6.1 The Parties agree that NSR and its employees are, for all purposes arising under this Agreement, independent contractors and are not employees of Municipality, Department, or NCRR. Insurance, taxes, and related obligations are the direct responsibility of NSR. Nothing in this Agreement shall constitute a joint venture or partnership among the Parties.

Section 7: Limitation of Liability

7.1 Regardless of the nature of the cause of action, whether in contract, tort or otherwise, in no event shall NSR or any other Party be liable for consequential, special, indirect, or punitive damages under this Agreement, whether or not any Party knew or should have known of the possibility of such damages.

7.2 Regardless of any provision in this Agreement to the contrary, the maximum liability of NSR under this Agreement for breach of this Agreement shall not exceed the total amount paid by Municipality to NSR for the performance of any RTC study under this Agreement.

7.3 This Section 7 shall survive expiration or termination of this Agreement.

Section 8: Choice of Law

8.1 The law of the State of North Carolina shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

Section 9: Non-waiver

9.1 No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No delay or omission by any Party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver of any term, condition, or provision, or a waiver of any breach of this Agreement shall not constitute or operate as a waiver of any other term, condition, or provision, or a waiver of any other breach.

Section 10: Force Majeure

10.1 Whenever a period of time is provided in this Agreement for any Party to perform any act, such Party shall not be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, work stoppages, nuclear accidents, riots, public disorder, acts of terrorism, criminal acts of other entities, governmental regulations or control, or other such causes beyond the reasonable control of such Party; and in any such event, such time period shall be extended for the amount of time such Party is so delayed. This provision shall not be construed to affect the responsibilities of such Party hereunder to do or perform such act once such delays have been removed.

Section 11: Notice

11.1 All official notices and communications permitted or required to be given by one Party to the other under this Agreement shall be given in writing by personal service, Federal Express, UPS, or any other similar form of overnight courier or delivery service, or mailing in the United States mail, postage prepaid, and addressed as set forth below, or such other address as may hereafter be provided in writing by a Party hereto to the other from time to time:

If to NSR, to: Norfolk Southern Railway Company
650 Peachtree Street NW
Atlanta, GA 30308
Attention: John V. Edwards
General Director, Passenger Policy
Email: John.Edwards@nscorp.com

With a copy to: Norfolk Southern Railway Company
650 Peachtree Street NW
Atlanta, GA 30308
Attn: David S. Lehlbach
AVP, Strategic Planning
Email: David.Lehlbach@nscorp.com

If to Municipality, to: Town of Hillsborough
101 E. Orange Street
Hillsborough, NC 27278
Stephanie Trueblood
Public Space and Sustainability Manager
Email: Stephanie.Trueblood@HillsboroughNC.gov

If to Department, to: Casey Felder
Operations & Facilities Manager
North Carolina Department of Transportation Rail Division
1553 MSC
Raleigh, North Carolina 27699-1553
Email: cefelder@ncdot.gov

If to NCRRC: Robert Dobronski, General Counsel
North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, North Carolina 27604
Email: RDobronski@NCRRC.com

11.2 All notices and other communications under this Agreement shall be deemed properly served and to have been duly given on the date of delivery by personal delivery on the Party to whom notice is given, on the next business day if notice is sent by Federal Express, UPS, or other similar form of overnight courier or delivery service, or three (3) days after the date sent by United States mail. As a form of supplemental notice, the Parties shall also send via contemporaneous e-mail a copy of each notice or communication given pursuant to the written notice provisions set forth above.

Section 12: No Third-Party Rights

12.1 Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Agreement are for the exclusive benefit of the Parties and no other person or entity shall have any right or claim against any Party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against any Party.

Section 13: Severability

13.1 If any part, term, or provision of this Agreement is judicially determined to be invalid, unlawful, or unenforceable, the validity of the remainder of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the portion held to be invalid, unlawful, or unenforceable.

Section 14: Survival

14.1 Any and all provisions, promises, covenants, representations, and warranties contained herein which by their nature or effect are required or intended to be observed, kept, or

performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the Parties hereto.

Section 15: Attachments and Exhibits

15.1 Each of Exhibits A, B, and C is expressly incorporated into and made a part of this Agreement. In the event of conflict between the provisions contained in the body of this Agreement and any Exhibit, the provisions in the body of this Agreement shall control.

Section 16: Separate Counterparts

16.1 This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

Section 17: Taxes

17.1 NSR shall pay all applicable federal, state, and local taxes that may be chargeable against the performance of the RTC Study.

Section 18: Interpretation

18.1 Each of the Parties has agreed to the use of the particular language of this Agreement and any questions of interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

18.2 For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation. The captions in this Agreement are for convenience only and shall not affect the meaning of any provision herein.

Section 19: Representations of the Parties

19.1 Each Party represents to every other Party that it has the right and the authority to enter into this Agreement and has obtained all necessary concurrences and approvals.

Section 20: Intent of the Parties in the Conduct of the RTC Study

20.1 Conduct of the RTC Study is for informational purposes and does not constitute consent or agreement by any or all of the Parties to either (i) the further consideration of

infrastructure that may be evaluated hereunder, (ii) the implementation of the proposed rail service under any of the scenarios studied, or (iii) changes to existing service agreements.

Section 21: Merger and Amendment

21.1 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, all prior discussions, representations, and agreements being merged herein. This Agreement may not be modified, extended, or amended except by a written amendment executed by duly authorized representatives of the respective Parties.

[SIGNATURES ON PAGES FOLLOWING]

DRAFT

IN WITNESS WHEREOF, this AGREEMENT FOR STUDY CONCERNING THE PROPOSED HILLSBOROUGH STATION PROJECT has been executed, the last day and year set out below, on the part of the Department, the Municipality, NSR, and NCRB by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

TOWN OF HILLSBOROUGH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MUNICIPAL SEAL

Approved by the Town of Hillsborough governing board as attested by the signature of

Clerk of the Board of Commissioners

(Date)

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

Town of Hillsborough

MAILING ADDRESS

Town of Hillsborough
101 E Orange Street
Hillsborough, NC 27278
ATTN: Stephanie Trueblood
Public Space & Sustainability Manager
Stephanie.Trueblood@HillsboroughNC.gov

IN WITNESS WHEREOF, this AGREEMENT FOR STUDY CONCERNING THE PROPOSED HILLSBOROUGH STATION PROJECT has been executed, the last day and year heretofore set out below, on the part of the Department, the Municipality, NS, and NCRR by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SEAL

FEDERAL TAX IDENTIFICATION NUMBER

Norfolk Southern Railway Company

MAILING ADDRESS

Norfolk Southern Railway Company
650 Peachtree Street NW
Atlanta, Georgia 30308
ATTN: John V. Edwards
General Director, Passenger Policy
John.Edwards@nscorp.com

COPY

Norfolk Southern Railway Company
650 Peachtree Street NW
Atlanta, Georgia 30308
ATTN: David S. Lehlbach
AVP , Strategic Planning
David.Lehlbach@nscorp.com

IN WITNESS WHEREOF, this AGREEMENT FOR STUDY CONCERNING THE PROPOSED HILLSBOROUGH STATION PROJECT has been executed, the last day and year heretofore set out below, on the part of the Department, the Municipality, NS, and NCRR by authority duly given.

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WITNESS

NORTH CAROLINA RAILROAD
COMPANY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SEAL

FEDERAL TAX IDENTIFICATION NUMBER

North Carolina Railroad Company

MAILING ADDRESS

North Carolina Railroad Company

2809 Highwoods Boulevard

Raleigh, North Carolina 27604

ATTN: Robert Dobronski

General Counsel

RDobronski@NCRR.com

IN WITNESS WHEREOF, this AGREEMENT FOR STUDY CONCERNING THE PROPOSED HILLSBOROUGH STATION PROJECT has been executed, the last day and year heretofore set out below, on the part of the Department, the Municipality, NS, and NCRR by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

NAME: Julie White

TITLE: Deputy Secretary of Multi Modal Transportation

DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Design & Construction Branch
1553 Mail Service Center
Raleigh, North Carolina 27699-1553
ATTN: Casey Felder
Operations & Facilities Manager
cefelder@ncdot.gov

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Table of Exhibits

Exhibit A – Proposed Amtrak Baseline and Build Schedules

Exhibit B – Draft Station Concept

Exhibit C – Scope of Work

DRAFT

EXHIBIT A –Amtrak Baseline and Build Schedules

[TO BE INCLUDED – SCHEDULES OF EXISTING FREQUENCIES INCLUDING THAT TO BE INTRODUCED IN SPRING/SUMMER 2023]

Piedmont/Carolinian - 5th Frequency - Hillsborough RTC										
READ DOWN					READ UP					
71	73	75	77	79	City	80	72	74	76	78
New Service	Piedmont	Piedmont	Piedmont	Carolinian		Carolinian	New Service	Piedmont	Piedmont	Piedmont
6:30 AM	10:00 AM	1:00 PM	3:15 PM	5:30 PM	Raleigh, NC ET	10:05 AM	1:41 PM	5:36 PM	8:29 PM	10:52 PM
6:42 AM	10:12 AM	1:12 PM	3:27 PM	5:43 PM	Cary, NC	9:47 AM	1:28 PM	5:22 PM	8:15 PM	10:38 PM
7:01 AM	10:32 AM	1:32 PM	3:47 PM	6:04 PM	Durham, NC	9:27 AM	1:02 PM	5:01 PM	7:53 PM	10:17 PM
	11:08 AM	2:10 PM	4:26 PM	6:41 PM	Burlington, NC	8:46 AM	12:21 PM	4:15 PM		9:37 PM
8:00 AM	11:35 AM	2:35 PM	4:51 PM	7:16 PM	Greensboro, NC	8:24 AM	11:59 AM	3:54 PM	6:54 PM	9:15 PM
	11:52 AM	2:52 PM	5:08 PM	7:32 PM	High Point, NC	8:02 AM	11:40 AM	3:35 PM		8:56 PM
	12:25 PM	3:25 PM	5:41 PM	8:06 PM	Salisbury, NC	7:28 AM	11:06 AM	3:01 PM		8:22 PM
8:59 AM	12:42 PM	3:42 PM	6:03 PM	8:23 PM	Kannapolis, NC	7:10 AM	10:50 AM	2:45 PM	5:54 PM	
9:28 AM	1:10 PM	4:10 PM	6:21 PM	8:56 PM	Charlotte, NC ET	6:45 AM	10:25 AM	2:20 PM	5:30 PM	7:45 PM

DRAFT

Exhibit B – Draft Station Concept

Draft Station Concept

[PE Agreement Exhibit B to be inserted]



230310_SD Updated
Site Plan - V2.pdf

DRAFT

Exhibit C - Scope of Work

1.0 RTC Study

1.1 RTC Study Purpose

The goal of the RTC Study is to analyze the infrastructure reasonable or necessary to support the introduction of a passenger rail station in the area described in Exhibit B on track shared with existing and anticipated freight and intercity passenger operations in such a manner as to permit transparency. In the context of this RTC Study, the term "transparency" is the capacity for the added rail stop to be introduced in a manner that does not cause the operations of the existing and anticipated freight and intercity passenger operations to suffer additional delay, however minimal, while still allowing for route maintenance in accordance with Norfolk Southern (NSR) standards and practices.

1.2 RTC Modeling Effort

NSR will perform an RTC study of the introduction of the proposed Hillsborough, North Carolina station as detailed herein. The RTC Study is to utilize Berkeley Simulation Software, LLC's Rail Traffic Controller ("RTC") rail network operations simulation software.

The RTC Study will include the following RTC modeling scenarios:

- 1) Baseline Condition Scenario:
 - a. NSR freight traffic levels shall be determined for the future year 2043.
 - b. Amtrak service will be assumed to operate with the Baseline Schedule as reflected in Exhibit A, which reflects actual service schedules including that Amtrak service anticipated to be introduced in the Spring/Summer of 2023 but not an expansion thereof.
 - c. The Baseline Condition Scenario will assume existing infrastructure.
 - d. The Baseline Condition Scenario will develop Baseline Condition Scenario Metrics, designed to measure the operational fluidity of the study area facilities. The metrics ("Performance Metrics") will be delayed minutes per hundred train miles for each train type that exists on the segment of the NSR corridor being studied (i.e., passenger, automotive, bulk, coal, grain, and merchandise).
- 2) Future Addition Scenario:
 - a. The Future Addition Scenario will add to the Baseline Condition Scenario construction of the Hillsborough, North Carolina station in general conformance with Exhibit B.
 - b. Identified as necessary elements of the construction will be those items identified in Exhibit B, together with reasonably necessary communication and signaling additions.
 - c. Freight traffic will be assumed as in the Baseline Condition Scenario, with the Build Schedule for Amtrak service, including for certain trains stopping at the Hillsborough, North Carolina station.
 - d. Performance Metrics shall be determined.

3) Future Build Scenario:

- a. Additional infrastructure shall be tested to return the operational fluidity of the improved system (using the Performance Metrics) to at least the operational fluidity of the Baseline Conditions Scenario.

2.0 Final Report

The project will culminate in a single written report (referred to herein as the "Final Report") presenting the results of the RTC Study. The Final Report will summarize the modeling work, identifying the non-confidential modeling assumptions, and making operations and infrastructure recommendations for each of the scenarios described above. A final draft of the Final Report will be provided to the Parties for review. NSR will consider the comments and provide the Final Report to the Parties

3.0 RTC Study Modeling Assumptions

3.1 RTC Study Operational Assumptions

The following operational assumptions shall apply to the RTC Study:

- Each simulation to be run ten (10) times, with randomization and results averaged.
- A key output of each of the modeling scenarios shall be delay minutes per one hundred (100) train miles for each train type.
- Passenger trains always depart initial station on time and enter the corridor at the scheduled time.
- For late passenger trains, assume use full dwell time at station stops (i.e., enforce minimum dwell).
- NSR Rule 281 regarding "stopped in a block" will be modeled unless rendered unnecessary by Positive Train Control (PTC).
- The model will include freight train run-around moves where relevant to the analysis.
- No changes are to be made to NSR freight operations, or to NSR maintenance or dispatching practices.
- Applicable NSR and Amtrak engineering standards or engineering parameters are to be used in the development and implementation of both the existing infrastructure, that is proposed but not yet constructed and any other proposed infrastructure.
- Freight trains will be randomized at a minimum of fifteen (15) minutes early to fifteen (15) minutes late departure.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	May 8, 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: Preliminary Engineering (PE) agreement concerning the proposed Hillsborough Train Station

Attachments:

Preliminary Engineering (PE) Agreement

Summary:

This reimbursement agreement provides for preliminary engineering plans for the new Hillsborough Train Station. Norfolk Southern Railway and North Carolina Railroad Company will review the municipality's plans for a passenger boarding platform, pedestrian overpass, drainage features, ditches, culverts, and other associated structures, and Norfolk Southern Railway will design signal modifications for the proposed Hillsborough Train Station on the North Carolina Railroad Corridor. The municipality will be responsible for all costs associated with this agreement.

Financial impacts:

Costs are reimbursable under municipal funding agreement and can be absorbed by existing project budget.

Staff recommendation and comments:

None

Action requested:

Approve and authorize town manager to execute Preliminary Engineering (PE) agreement concerning the proposed Hillsborough Train Station with North Carolina Department of Transportation, Norfolk Southern Railway Company, and North Carolina Railroad Company.

NORTH CAROLINA
ORANGE COUNTY

DATE: MARCH __ 2023

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

HILLSBOROUGH PASSENGER STATION
PRELIMINARY ENGINEERING
REIMBURSEMENT AGREEMENT

AND

TIP: P-5701A&B

TOWN OF HILLSBOROUGH

AND

NORFOLK SOUTHERN RAILWAY
COMPANY

AND

NORTH CAROLINA RAILROAD
COMPANY

THIS HILLSBOROUGH PASSENGER STATION PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT (hereinafter "Agreement") is made and entered on the last date executed below, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina (hereinafter "Department"); the TOWN OF HILLSBOROUGH, a local government entity (hereinafter "Municipality"); NORFOLK SOUTHERN RAILWAY COMPANY, a corporation in the State of Virginia (hereinafter "NSR"); and NORTH CAROLINA RAILROAD COMPANY, a corporation in the State of North Carolina (hereinafter "NCRR"). The Department, the Municipality, NSR, and NCRR are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Municipality has proposed to construct, at the expense of parties other than NSR and NCRR, a new passenger station in Hillsborough, North Carolina (as defined in Section 1(a) below, and hereinafter referred to as the "Hillsborough Station Project"; and

WHEREAS, NCRR is the owner of the railroad right-of-way property and the existing NC-Line tracks (hereinafter “NCRR Corridor”) containing the NC-Line and the proposed new station platform; and

WHEREAS, pursuant to an Agreement dated July 27, 1999, between NCRR and NSR, as well as a certain Trackage Rights Agreement between NCRR and NSR, NSR has exclusive freight trackage rights over the lines and properties of NCRR in the NCRR Corridor, including the NC-Line; and

WHEREAS, NSR operates on and over property that would be impacted by the Hillsborough Station Project, including a line or lines of railroad known as the "NC-Line"; and

WHEREAS, the Municipality and the Department are responsible for preparing certain designs and plans for the Hillsborough Station Project and the Municipality is requesting that NSR and NCRR perform engineering design and review services for the Hillsborough Station Project; and

WHEREAS, a Rail Traffic Controller (hereinafter “RTC”) study will be performed to analyze the impact of constructing the Hillsborough Station Project on the fluidity of the rail network and determine the Infrastructure Solution Set (as defined in Section 1(a) below) that would mitigate the adverse impact on fluidity, if any; and the Municipality is requesting that NSR and NCRR perform engineering design and review services for the preliminary engineering of the relevant Infrastructure Solution Set identified in the RTC study; and

WHEREAS, the Municipality has requested, and NSR and NCRR are willing to furnish, preliminary engineering and plan review services in order to provide the Parties with further information on the configuration and costs associated with the Project to better inform discussion and consideration; and

WHEREAS, the Municipality and the Department specifically acknowledge that both NCRR and NSR will review, comment, or determine the constructability of the Hillsborough Station Project and any identified Infrastructure Solution Set, if applicable; and

WHEREAS, this Agreement does not sanction or approve the Hillsborough Station Project or otherwise imply that NCRR or NSR is willing to agree to or is otherwise associated with, responsible for, or liable for the design, construction, maintenance, or operation of the proposed passenger rail station in Hillsborough; and

WHEREAS, the Municipality anticipates that Amtrak would include the proposed station in associated routes, and therefore, pursuant to this Agreement, the Municipality will ensure that Amtrak concurs with the configuration of the proposed station platforms, pedestrian access, and facilities; and

WHEREAS, NSR and NCRR will each determine whether there are portions of the Hillsborough Station Project that (1) are not within the NCRR Corridor, (2) do not affect the NCRR Corridor, and (3) will not be reviewed by NSR and NCRR. NSR and NCRR each have the

discretion to determine what portions of the Hillsborough Station Project impact the NCR Corridor and what will need to be reviewed; and

WHEREAS, the Municipality, the Department, NSR, and NCR are willing to assist with and review the preliminary engineering for the Hillsborough Station Project and the Infrastructure Solution Set (and together with all or any portion of the responsibilities that make up such activities and other items set forth hereinafter, collectively, the "Work").

NOW, THEREFORE, this Agreement states the promises and undertakings of each Party as herein provided, and the Parties do hereby covenant and agree as follows:

1. SCOPE OF WORK

(a) The Hillsborough Station Project shall be defined in preliminary plans to be developed and reviewed under this Agreement. These plans will generally consist of identifying improvements associated with the proposed Hillsborough Amtrak Station on the NCR Corridor (hereinafter "NCR Corridor Plans"). The NCR Corridor Plans are intended to include adding a passenger boarding platform, pedestrian overpasses, signal modifications, drainage features, ditches, culverts, and other associated structures, together with the improvements identified as the Infrastructure Solution Set.

(b) The Municipality shall develop, or have developed, concept level NCR Corridor Plans and 25% NCR Corridor Plans based on field surveys, which will be subject to review and preliminary constructability determination by NSR and NCR. Upon such review and preliminary determination by NSR and NCR, the Municipality shall develop more detailed plans for the Hillsborough Station Project that will include track, grading, and structures at the 65%, 90%, and 100% plan levels, which will also be subject to review by the Parties. NSR shall review the plans to ensure compliance with NSR's passenger station requirements; its construction, design, and maintenance standards; usual and customary construction, design, and maintenance standards; and the then-current AREMA Manual for Railway Engineering. NCR shall review the plans to ensure compliance with NCR's passenger station requirements; its construction, design, and maintenance standards; usual and customary construction, design, and maintenance standards; and the then-current AREMA Manual for Railway Engineering. NCR must approve all construction documents for improvements within the NCR Corridor. NSR must approve (i) all construction documents for improvements within twenty-five feet (25') of the center line of any track including the entirety of any structures that may have elements which are outside the twenty-five feet (25') area and (ii) all plans for railroad operations. Additionally, NSR may provide comments to construction documents concerning improvements outside twenty-five feet (25') of the center line of any track.

(c) All signal design engineering for all railroad signal work shall be performed by NSR in accordance with Section 4 below.

(d) No construction work shall be performed pursuant to this Agreement.

(e) Prior to undertaking construction of the Project, the Parties acknowledge and agree to develop and implement a written strategy that will provide comprehensive liability protection for NSR and NCRR claims arising out of (i) construction, (ii) the presence of, or (iii) the operation of the Project that are not otherwise covered by Amtrak. Notwithstanding the foregoing or any other provision of this Agreement, by entering into this Agreement, the Parties do not commit or agree to draft, negotiate, or enter into any separate construction, maintenance, or other agreement for the Hillsborough Station Project and/or the Infrastructure Solution Set.

(f) No design or construction work associated with this project shall preclude the construction of the NCRR's Hillsborough Curve Improvement Project which is a track project in the general location of Milepost (MP) 41.6-NC to MP 42.4-NC and is generally located adjacent to the limits of this station project.

2. ALLOCATION OF PROJECT WORK

The Parties shall have the following responsibilities in connection with the Work.

(a) NSR shall perform or cause to be performed the following items (hereinafter "NSR Work"):

- i. Review, comment on, or approve, as described herein, communication and signaling, and structure design plans for the Hillsborough Station Project that are provided by the Municipality and for the Infrastructure Solution Set;
- ii. Assist the Municipality with development of engineering plans for any needed additions or modifications to NSR-maintained track, structures, signals, communications, and/or other facilities;
- iii. Assist NCRR as reasonably necessary to identify existing encroachment/license exhibit drawings and culvert reports within the Hillsborough Station Project area and provide said information to the Municipality provided, however, that, except for drawings depicting encroachments and/or licenses, NSR will not provide any portions of any third-party agreements to the Municipality;
- iv. Prepare cost estimates for the NSR Work;
- v. Coordinate with the Municipality and NCRR by way of meetings, which may include business travel, phone conferences or video teleconferences, and/or site visits;
- vi. Verify the Municipality's design with field survey work, at NSR's sole discretion;
- vii. Subject to the terms of this Agreement and to the availability of NSR forces based on NSR needs, and as part of the reimbursable NSR Work, provide any railroad protective services NSR deems required for the Municipality Work, NSR Work, and/or NCRR Work;
- viii. Prepare final NSR signal and communication engineering plans and specifications for the Hillsborough Station Project and the Infrastructure Solution Set;
- ix. Coordinate with NCRR, the Municipality, and the Department on the design of the Infrastructure Solution Set; and
- x. At NSR's sole discretion, perform any other requested work associated with progressing the design and evaluation of the Hillsborough Station Project and the Infrastructure Solution Set.

(b) NCRR shall perform or cause to be performed the following items (hereinafter "NCRR Work"):

- i. Review, comment on, or approve, as described herein, track, communication and signaling, and structure design plans for the Hillsborough Station Project that are provided by the Municipality and on the Infrastructure Solution Set or will involve Work within the NCRR Corridor;
- ii. Assist NSR as necessary to identify existing encroachment/license exhibit drawings and culvert reports within the Hillsborough Station Project and the Infrastructure Solution Set areas and provide said information to the Municipality provided, however, that, except for drawings depicting encroachments and/or licenses, NCRR will not provide any portions of any third-party agreements to the Municipality;
- iii. Prepare cost estimates for the NCRR Work;
- iv. Coordinate with the Municipality and NSR by way of meetings, which may include business travel, phone conferences or video teleconferences, and/or site visits;
- v. Verify the Municipality's design and field survey at NCRR's discretion; and
- vi. At NCRR's sole discretion, approve all work and perform any other requested work associated with progressing the design and evaluation of the Hillsborough Station Project and the Infrastructure Solution Set.

(c) The Municipality and/or the Department shall perform or cause to be performed the following items (hereinafter "Municipality Work" and/or "Department Work"):

- i. Consult with Amtrak to ensure that Amtrak reviews and provides comments on the Plans to ensure compliance with Amtrak's guidelines and standards for stations and passenger platforms;
- ii. Acquire surveys for final design for the Hillsborough Station Project and the Infrastructure Solution Set;
- iii. Coordinate development of engineering plans, engineering calculations, specifications, and drawings, including geotechnical and geophysical investigations and surveys, for the Hillsborough Station Project and Infrastructure Solution Set;
- iv. Prepare preliminary and final track, structure, and civil design plans for the Hillsborough Station Project and the same provide to NSR, NCRR, and other stakeholders for review at concept, 25%, 65%, 90%, and 100% levels;
- v. Coordinate relocation design of affected utilities;
- vi. Delineate wetlands and streams and survey for natural resources;
- vii. Be solely responsible for the preparation and submittal of environmental or other documents and communications to comply with the North Carolina Environmental Policy Act and any other laws or regulations applicable to the Work, the Hillsborough Station Project, and the Infrastructure Solution Set;
- viii. Prepare cost estimates for any proposed Work, including the Department Work, contemplated to be completed by or on behalf of the Department;
- ix. Coordinate with NSR and NCRR on the design of the Infrastructure Solution Set; and
- x. Perform any other mutually agreed upon work that will progress the planning of the Hillsborough Station Project and the Infrastructure Solution Set.

Nothing in this Agreement shall preclude the Parties from entering into any other written agreement, including but not limited to any agreement to cover the reimbursement of costs and expenses that are outside the scope of this Agreement and therefore not reimbursable hereunder.

3. NOTICE TO PROCEED

Upon execution of this Agreement by the Parties and subsequent to the Municipality's notice to NSR and NCRR that the funds (hereinafter "Funds") are available to finance the Work, the Municipality will provide a written Notice to Proceed (hereinafter "NTP"). NSR and NCRR shall endeavor to commence the NSR Work and the NCRR Work within forty-five (45) calendar days following the receipt of the NTP provided, however, that failure to initiate the NSR Work and/or the NCRR Work within that forty-five (45) calendar day period shall not be considered a breach. Further, commencement of the NSR Work and/or the NCRR Work, particularly as to the schedule for review and approval of any of the Municipality's plans, calculations, specifications, or drawings, shall depend on the date such plans are provided; and NSR shall review in accordance with the schedule in Section 4 herein. Any NSR Work performed by NSR prior to receipt of the NTP from the Municipality will be ineligible for reimbursement.

4. PROFESSIONAL AND ENGINEERING SERVICES

(a) NSR In-House Staff/Existing Service Contracts

It is anticipated that NSR will undertake the majority of the professional and engineering services required for the NSR Work by using in-house staff and/or existing service contracts. NSR may in its sole discretion use or decline to use such staff or such contractors as are already covered under existing service contracts. In the event that NSR determines that additional professional engineering design services are needed, NSR shall follow the procurement procedures set out below. Notwithstanding the foregoing, nothing in this Agreement shall preclude NSR from submitting invoices under the terms of this Agreement to be reviewed and approved by the Municipality for eligible costs incurred by in-house forces and/or under NSR's existing professional engineering design service contracts necessary to accomplish the NSR Work.

(b) NSR Procurement Procedures

i. Guidance

When procuring professional services to accomplish NSR Work that exceed fifty thousand dollars (\$50,000), NSR shall comply with the current applicable portions of N.C.G.S. §§ 143-64.31–.34 and the Department's Policies and Procedures for Major Professional or Specialized Services Contracts. The procurement procedures of this Agreement shall be incorporated into and made part of any new subcontract pursuant to this Agreement.

ii. Small Professional Services Firms Requirements

Any contract entered into with another party to perform NSR Work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (hereinafter “SPSF”). This policy conforms to the SPSF Guidelines as approved by the NC Board of Transportation. The current provisions are incorporated into this Agreement by reference. Neither NSR nor its contractors are required to award contracts solely based on SPSF program certification. These requirements will not apply to professional and engineering consulting firms that have existing service contracts with NSR, should NSR decide to use one or more of these firms for NSR Work. However, NSR shall make best efforts to ensure that those firms were obtained through an equitable selection process at a just and reasonable cost.

iii. E-Verify Compliance

E-Verify is the federal program operated by the United States Department of Homeland Security (hereinafter "DHS") and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. NSR warrants that it, and it will ensure that any subcontractor performing NSR Work: (i) uses E-Verify, or any successor or equivalent program that may be adopted by DHS in lieu of E-Verify, if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by NSR will be considered a breach of this Agreement that entitles the other Parties to terminate this Agreement, without penalty, upon notice to NSR.

(c) Railroad Protective Services

In the event that NSR determines that railroad protective services (which may include observer services) will be required for the safety of railroad operations, the Municipality shall bear the cost of such railroad protective services, including indirect and overhead costs. Subject to other needs of NSR, which may in some cases result in a delay in railroad protective services for the Work, NSR will make a commercially reasonable effort to provide railroad protective services to accommodate the Work. The Municipality acknowledges that NSR must reasonably allocate limited railroad protective services across NSR's network. Subject to other needs of NSR, the Parties agree to cooperate in a commercially reasonable manner as to the timeliness and availability of railroad protective services. Notwithstanding the forgoing, NSR reserves the right to provide some or all of such railroad protective services, at the Municipality's expense, via one or more qualified contractors. The Municipality agrees to halt any Work that requires entry on the NCR Corridor or any other property owned or operated by NCR or NSR if railroad protective services become temporarily unavailable, without seeking redress or construction-delay claims or other claims.

(d) NCR In-House Staff/Existing Service Contracts

It is anticipated that NCR will undertake the majority of the professional and engineering services required for the NCR Work by using in-house staff and/or existing service contracts.

NCRR may in its sole discretion use or decline to use such staff or such contractors as are already covered under existing service contracts. In the event that NCRR determines that additional professional engineering design services are needed, NCRR shall follow the procurement procedures set out below. Notwithstanding the foregoing, nothing in this Agreement shall preclude NCRR from submitting invoices under the terms of this Agreement to be reviewed and approved by the Municipality for eligible costs incurred by in-house forces and/or under NCRR's existing professional engineering design service contracts necessary to accomplish the NCRR Work.

(e) NCRR Procurement Procedures

iii. Guidance

When procuring professional services to accomplish NCRR Work that exceed fifty thousand dollars (\$50,000), NCRR shall comply with the current applicable portions of N.C.G.S. §§ 143-64.31–.34 and the Department’s Policies and Procedures for Major Professional or Specialized Services Contracts. The procurement procedures of this Agreement shall be incorporated into and made part of any new subcontract pursuant to this Agreement.

iv. Small Professional Services Firms Requirements

Any contract entered into with another party to perform NCRR Work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (hereinafter “SPSF”). This policy conforms to the SPSF Guidelines as approved by the NC Board of Transportation. The current provisions are incorporated into this Agreement by reference. Neither NCRR nor its contractors are required to award contracts solely based on SPSF program certification. These requirements will not apply to professional and engineering consulting firms that have existing service contracts with NCRR, should NCRR decide to use one or more of these firms for NCRR Work. However, NCRR shall make best efforts to ensure that those firms were obtained through an equitable selection process at a just and reasonable cost.

iii. E-Verify Compliance

E -Verify is the federal program operated by the United States Department of Homeland Security (hereinafter "DHS") and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. NCRR warrants that it, and it will ensure that any subcontractor performing NCRR Work: (i) uses E-Verify, or any successor or equivalent program that may be adopted by DHS in lieu of E-Verify, if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by NCRR will be considered a breach of this Agreement that entitles the other Parties to terminate this Agreement, without penalty, upon notice to NCRR.

5. TIMEFRAME

(a) Upon receipt of the NTP from the Municipality, each of NSR and NCRR shall proceed with its review of the Hillsborough Station Project's concept level plans provided by the Municipality. Each of NSR and NCRR shall use commercially reasonable means to seek to complete its review of the concept level plans and provide approval or written comments (which may be in the form of electronic communications) to the Municipality within sixty (60) days of receipt of the concept level plans from the Municipality. If NSR or NCRR, or both, submit comments on the concept level plans, the Municipality shall address such comments to the satisfaction of NSR and NCRR, revise the concept level plans accordingly and, if the concept level plans are so revised, re-submit the concept level plans to NSR and NCRR for further review. The Parties shall repeat this process until the concept level plans have all comments closed out or the understanding that comments will be further addressed in subsequent plan sets. Thereafter, the Municipality shall continue preparing the design plans for the Hillsborough Station Project. A similar process shall be developed and followed with regard to the Infrastructure Solution Set.

(b) Provided that all preceding comments are closed out or will be addressed in a subsequent plan set, the process set forth in subsection (a) above for concept level plans shall be repeated for the 25%, 65%, 90% and 100% plans.

(c) The Municipality may extend any timeframe for plan review if, in the reasonable opinion of the Municipality, circumstances warrant. Extensions of time granted by the Municipality will be documented in writing. NSR and NCRR shall endeavor in good faith to complete requested actions contemplated herein within the stated timeframes. In the event that NSR and NCRR do not complete such actions in the time given for any reason whatsoever, such absence of completion shall not indicate NSR's or NCRR's approval of or consent to the plans. If NSR and NCRR do not provide written comments to the Municipality within the applicable timeframe for a particular stage for the Hillsborough Station Project, then the reviewing engineers from NSR and NCRR and the design engineers from the Municipality shall conduct a conference call meeting within ten (10) business days after the end of such timeframe for review to discuss the status of the plan review. A meeting summary shall be provided to all participants documenting this conference call meeting and the status of the plan review for the Hillsborough Station Project. In no event shall any failure by NSR or NCRR to complete the review of plans in any applicable timeframe constitute approval of or consent to plans by NSR or NCRR, as the case may be.

(d) Concurrently with the track design plans to be prepared by the Municipality, NSR may begin preparing the Hillsborough Station Project's communications and signal (hereinafter "C&S") design plans. The Municipality understands that any changes to plans after the twenty-five percent (25%) design level may increase C&S design costs. NSR shall submit the C&S design plans to the Municipality for review and approval. The Municipality shall provide NSR with approval or written comments within forty-five (45) days of receipt of the C&S design plans from NSR.

(e) The Municipality shall have the right, upon not less than thirty (30) days' written notice to NSR, to de-obligate the Funds and terminate this Agreement if the Work does not proceed in a reasonably satisfactory manner. In such event, the provisions of Section 9(d) of this Agreement shall apply.

6. ESTIMATED PRELIMINARY ENGINEERING COSTS

(a) The total estimated cost for Work to be performed by or on behalf of NSR with regard to the Hillsborough Station Project is not to exceed **TBD dollars (\$TBD)** without an amendment to this Agreement. The line-item cost estimate provided by NSR, attached as Exhibit A and made a part of this Agreement, lists NSR Work as estimated (hereinafter "NSR Estimate"). Staff time, wage rates, proposed equipment usage and, if applicable, labor additives, overhead, and fees are included in the NSR Estimate.

(b) The total estimated cost for Work to be performed by or on behalf of NCRR with regard to the Hillsborough Station Project is not to exceed **TBD dollars (\$TBD)** without an amendment to this Agreement. If a line-item cost estimate provided by NCRR, that cost estimate (hereinafter "NCRR Estimate") will be attached as Exhibit B and made a part of this Agreement. Staff time, wage rates, proposed equipment usage and, if applicable, labor additives, overhead, and fees are included in the NCRR Estimate.

(c) It is understood by all Parties that the NSR Estimate and/or the NCRR Estimate are subject to change. Revised costs will be submitted to the Municipality for timely review and approval upon discovery of any cost change that would exceed the Estimate. Subject to the provisions of Sections 9(g) and 9(j) of this Agreement, if either NSR or NCRR determines that any Work will cause its total cost to exceed its estimate, that Party shall provide the Municipality a written estimate of the anticipated overruns and a description of the outstanding NSR Work or NCRR Work subject to the revision for the Municipality's review and approval. The Municipality will provide NSR and NCRR with written approval of any revised costs prior to any NSR Work or NCRR Work covered by the revised estimated costs being performed by or on behalf of NSR and/or NCRR, with a copy to be provided by the Municipality to the other Parties. Failure of the Municipality to approve the revised costs shall result in cessation of work by NSR and NCRR and/or termination of this Agreement per the provisions set forth in Section 9(j) below.

7. REIMBURSEMENT

(a) Reimbursement Guidance

NSR and NCRR shall furnish or caused to be furnished, at the expense of the Municipality and in accordance with the stipulations as contained in 23 C.F.R. Parts 140I (Reimbursement for Railroad Work), 172 (Procurement, Management, and Administration of Engineering and Design Related Services), and 646B (Railroad-Highway Projects), in each case where relevant, all the labor costs, labor additives, overhead and indirect costs, materials and supplies, contracted services, transportation, work equipment, and other related items required to perform and complete the NSR Work and/or NCRR Work.

(b) Reimbursement Amount

Subject to compliance by NSR with the provisions set forth in this Agreement, the Municipality shall reimburse NSR one hundred percent (100%) of the actual eligible costs of all NSR Work. Subject to compliance by NCRP with the provisions set forth in this Agreement, the Municipality shall reimburse NCRP one hundred percent (100%) of the actual eligible costs of all NCRP Work. Reimbursement for labor additives for NSR will be at the most current NSR rates as of the time of performance of the labor and surcharges for entry into the billing system and accepted by the Municipality. All Parties, respectively, shall adhere to applicable State and federal statutory and regulatory requirements regarding reimbursements for rail projects. When there is any question as to compliance therewith, the Municipality, NCRP, and NSR agree to collaborate to determine what statute, regulation, or rule applies. The Municipality, NCRP, and NSR may also mutually agree to seek non-binding guidance from the Federal Railroad Administration on any such issues.

The Municipality understands that if NSR has not been fully reimbursed for its performance of any portion of the NSR Work, in addition to any other relief available to NSR by law, which rights are expressly preserved, NSR shall have the right to cease the NSR Work under Section 9(j) until such time as NSR has been fully reimbursed for outstanding invoices.

The Municipality understands that if NCRP has not been fully reimbursed for its performance of any portion of the NCRP Work, in addition to any other relief available to NCRP by law, which rights are expressly preserved, NCRP shall have the right to cease the NCRP Work under Section 9(j) until such time as NCRP has been fully reimbursed for outstanding invoices.

(c) Invoicing The Municipality

NSR and NCRP shall make commercially reasonable efforts to submit an itemized invoice, including any required supporting documentation, based on actual cost of NSR Work or NCRP Work, as the case may be, completed, to the Municipality on a monthly basis but no less than every six (6) months. By submittal of an invoice to the Municipality, the Party submitting the invoice certifies that it has adhered to all applicable State and federal laws, policies, rules, regulations, and statutes regarding reimbursements for rail projects. If NSR or NCRP is unable to invoice the Municipality for a period that exceeds six (6) months, that Party shall provide an explanation of the circumstances to the Municipality by letter or by written electronic communication.

(d) Reimbursement Terms

The Municipality shall, within sixty (60) days of receipt of an itemized invoice pursuant to Section 7(c) or Section 7(e), reimburse the invoicing Party for actual eligible costs.

(e) Final Invoice

The term "Submission Period" means a period of time within six (6) months of the earlier of: (i) completion and acceptance by the Municipality of both the NSR Work and the NCRP Work or (ii) termination of this Agreement as contemplated by Section 9(d).

NSR and NCRR shall make commercially reasonable efforts to submit a final invoice (hereinafter "Final Invoice") within the Submission Period. If either NSR or NCRR is unable to submit a Final Invoice within the Submission Period, that Party shall provide an explanation of circumstances by letter or by electronic submission to the Municipality. Until an explanation is provided, the Municipality will not be obligated to reimburse that Party for the items covered by the Final Invoice.

If either NSR or NCRR identifies and documents additional costs associated with the NSR Work or NCRR Work after the Final Invoice has been submitted, that Party shall, prior to the date that is six (6) months after the end of the Submission Period, submit a supplemental invoice to the Municipality together with an explanation of the circumstances for the delay.

(f) Unsubstantiated or Ineligible Costs

The Parties agree that itemized invoices shall substantiate reasonably the costs set forth therein. If any item of an invoice is rejected, (1) that rejection must occur within thirty (30) days of the receipt of the invoice and (2) the Municipality must provide with the rejection an explanation of the basis for the rejection. If the Municipality fails to seek to reject an item after thirty (30) days of receipt of the associated invoice, such item shall be deemed approved. With respect to any properly rejected item on an invoice that remains under contest, the Municipality will subtract the value of such rejected item from amount due and pay the remainder of the invoice in accordance with Section 7(d). If an item the Municipality seeks to reject is determined to be an eligible Hillsborough Station Project cost, the Municipality will include payment for such item in the next invoice payment. If the item is determined to be ineligible, then it will not be reimbursed.

8. PROJECT RECORDS

NSR and NCRR shall maintain or cause to be maintained all records as may be appropriate to substantiate costs incurred by each under this Agreement, including books, documents, papers, and accounting records (hereinafter "Records"). Each Party shall make the Records that are not subject to an attorney-client privilege available for inspection and audit by the Municipality during that Party's normal business hours at the Party's office location(s) where the Records are normally maintained, or at such other convenient location(s) as each shall reasonably designate. NSR's and NCRR's obligations under this Section 8 shall continue for three (3) years after the date of final payment by the Municipality to each under this Agreement or until all audit exceptions have been resolved, whichever is longer.

9. GENERAL PROVISIONS

(a) Allocation of Liability and Indemnification

For the purposes of this Section 9(a), a reference to a "Party" shall include a reference to each of its employees, licensees, and agents. To the extent authorized by State and federal claim statutes, each Party shall be responsible for its respective actions under the terms of this Agreement, and indemnify and save harmless the other Party(s) for any claims for payment,

damages, and/or liabilities arising as a result such action. Nothing in this Section 9(a) shall be interpreted as superseding any provision in the right of entry agreements entered into pursuant to Section 10 of this Agreement, including but not limited to any allocation of liability, indemnification, hold harmless provision and requirement for the acquisition of insurance therein.

(b) Debarment Policy

By execution of this Agreement, NSR and NCRR each certifies that neither it nor its agents or contractors who will perform Work are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction contemplated by this Agreement by any federal or State agency or department and that they will not enter into agreements related to the NSR Work or NCRR Work, as the case may be, with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction contemplated by this Agreement.

(c) Other Agreements

Subject to the Municipality's agreement to reimburse NSR and NCRR pursuant to the terms of this Agreement, NSR and NCRR, respectively, are solely responsible for all agreements, contracts, and work orders entered into or issued by NSR or NCRR, respectively, in conjunction with this Agreement and the Hillsborough Station Project and/or the Infrastructure Solution Set.

(d) Termination of Project

The Municipality shall have the right, upon not less than thirty (30) days' written notice to NSR and NCRR, to abandon the Hillsborough Station Project and terminate this Agreement pursuant to Section 5(e) or at any time before NSR has been called upon to perform any NSR Work under the terms of this Agreement. Upon termination of this Agreement as contemplated by this subsection (d) or Section 9(j), the Municipality shall reimburse NSR and NCRR, within sixty (60) days of receipt of invoices, for the actual cost of NSR Work performed by NSR and the actual cost of NCRR Work performed by NCRR as of the date of termination, including any costs or expenses associated with early termination of any contract associated with the NSR Work and/or the NCRR Work.

(e) Amendment

This Agreement may be amended only by a written instrument signed by all Parties.

(f) Complete Understanding

This Agreement embodies the complete understanding of the Parties with respect to the subject matter hereof and supersedes any other prior written or oral agreements, understandings, and negotiations with respect to the subject matter hereof. There are to be no third-party beneficiaries of this Agreement.

(g) Severability

If any part, term, or provision of this Agreement is held to be illegal or in conflict with any State or federal law or regulation, such provision shall be severable, and the remaining provisions of this Agreement will remain valid and enforceable.

(h) Assignment

No Party shall assign this Agreement without the prior consent of the other Parties, such consent not to be unreasonably withheld, delayed, or conditioned, provided that neither the Department's consent nor the Municipality's consent shall be required for an assignment by NSR to a company controlling, controlled by, or under common control with NSR.

(i) Force Majeure

Each of the Parties agrees to pursue reasonably and diligently the completion of the Work allocated to that Party in accordance with the various timeframe requirements of this Agreement provided, however, that the timeframes shall be extended for a period coextensive with any period of any force majeure event.

(j) Cessation of Work

In the event NSR or NCRR provides a revised estimate of costs in accordance with Section 5, NSR or NCRR, as the case may be, shall have the right to cease all NSR Work or NCRR Work, as relevant, and NSR or NCRR shall cease all NSR Work or NCRR Work, as the case may be, if so directed by the Municipality, until the Municipality shall have approved, if applicable, a revised total estimate for the relevant costs to perform the affected Work, and further until revised estimates shall have been documented in a writing signed by all Parties to this Agreement. If there shall be a period where the associated Work has been suspended due to the reasons cited in the previous sentence, and then the associated Work is again commenced upon the execution of the noted writing, then all timeframes for completion of any and all the associated Work and matters arising from said Work hereunder shall be extended for a period coextensive with the period of cessation. If the period of cessation exceeds ninety (90) days, NSR or NCRR shall have the right, upon not less than thirty (30) days' written notice to the Department and the Municipality, to terminate this Agreement and, in such event, the provisions of Section 9(d) of this Agreement shall apply.

(k) Applicable Law

This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of law's provisions and will be binding on the Parties and their respective successors and permitted assigns.

(l) Compliance with Applicable Law

The Parties to this Agreement shall comply, and shall ensure that their respective contractors, subcontractors, agents, and employees shall comply, with all applicable federal, State, and local laws and regulations in effect at the time of the conduct of the Work in the exercise of their respective rights, obligations, and privileges set forth in this Agreement.

(m) Changes in the Law

The Parties understand that federal and State laws and regulations applicable to the transactions and operations contemplated by this Agreement ("Applicable Law") and federal and state policies and related administrative practices applicable to the transactions and operations contemplated by this Agreement ("Applicable Guidance") in effect on the date this Agreement was executed may be modified from time to time. Each of the Parties enters into this Agreement based, and in reliance, upon the Applicable Law and the Applicable Guidance at the time of execution hereof. Should any provision of this Agreement become prohibited or invalid under then-effective Applicable Law or Applicable Guidance, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Should such prohibition or invalidity modify materially the obligations or responsibilities one or more of the Parties, the Parties shall meet to determine whether modification of this Agreement is possible in order to effectuate the original intent of the Parties.

If any future Applicable Law or Applicable Guidance, or any changes to existing Applicable Law or Applicable Guidance, increase the costs, obligations, or risk exposure to NSR hereunder, then NSR shall have the right to terminate this Agreement upon reasonable notice to the Municipality without any further obligation unless the Municipality agrees to reimburse or otherwise cover said costs, obligations, or risk exposure of NSR as may be required in order to remove the adverse effect resulting from the same.

10. RIGHT OF ENTRY TO THE DEPARTMENT BY NSR/NCRR

Prior to entry upon the NCRR Corridor, the Department, the Municipality, and any contractor, agent, or other party acting under the direction of either the Department or the Municipality, shall be required to execute and deliver to NCRR and NSR a separate right-of-entry agreement in a form materially in conformance with the standard NCRR and NSR right-of-entry forms, respectively. Contractors, agents, or other parties acting under the direction of the Department or the Municipality shall contemporaneously provide certificates of insurance evidencing coverage required therein.

11. DESIGNATED REPRESENTATIVE

(a) The designated representative of and manager of this project for the Department is:

Craig M. Newton, PE, cmnewton@ncdot.gov, 919-801-2805

or such other representative(s) as the Department may designate in writing from time to time.

- (b) The designated representative of and manager of this project for the Municipality is:

Stephanie Trueblood, Stephnie.Trueblood@HillsboroughNC.gov, 919-296-9481

or such other representative(s) as the Municipality may designate in writing from time to time.

- (c) The designated representative of and manager of this project for NSR is:

David Becker, david.becker@nscorp.com, 404-545-0621

or such other representative(s) as NSR may designate in writing from time to time.

- (d) The designated representative of and manager of this project for NCRR is:

Donald Arant, DArant@ncrr.com, 919-895-8806

or such other representative(s) as NCRR may designate in writing from time to time.

12. FUNDS

Subject to the provisions of Section 9(d) of this Agreement, NSR acknowledges that this Agreement is contingent upon and subject to the receipt and continuing availability of the Funds.

13. INTERPRETATION

All references herein to "Sections" shall refer to corresponding provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," unless they are otherwise limited. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement unless specifically limited to a particular provision of this Agreement. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

IN WITNESS WHEREOF, this HILLSBOROUGH PASSENGER STATION PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT has been executed the last day and year set out below, on the part of the Municipality, the Department, NSR, and NCRR by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Memorandum, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

TOWN OF HILLSBOROUGH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SEAL

Approved by the Town of Hillsborough governing board as attested to by the signature of

Clerk of Governing Board, _____
(Date)

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

City Finance Officer

FEDERAL TAX IDENTIFICATION NUMBER

MAILING ADDRESS

Town of Hillsborough
101 East Orange Street
Hillsborough, North Carolina 27278
ATTN: Stephanie Trueblood
Public Space and Sustainability Manager
Stephanie.Trueblood@HillsboroughNC.gov

IN WITNESS WHEREOF, this HILLSBOROUGH PASSENGER STATION PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT has been executed the last day and year set out below, on the part of the Municipality, the Department, NSR, and NCRR by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Memorandum, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: _____

BY: _____

NAME: Patti Henderson

NAME: John Edwards

TITLE: Assistant to Vice President,
Strategic Planning

TITLE: General Director, Passenger Policy

DATE: _____

DATE: _____

SEAL

FEDERAL TAX IDENTIFICATION NUMBER

Norfolk Southern Railway Company

MAILING ADDRESS

Norfolk Southern Railway Company
650 West Peachtree Street NW
Atlanta, Georgia 30308
ATTN: John Edwards
General Director, Passenger Policy
John.Edwards@nscorp.com

IN WITNESS WHEREOF, this HILLSBOROUGH PASSENGER STATION PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT has been executed last day and year set out below, on the part of the Municipality, the Department, NSR, and NCRR by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Memorandum, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

NORTH CAROLINA RAILROAD
COMPANY

BY: _____

BY: _____

NAME: Donald Arant

NAME: Carl Warren

TITLE: Vice President Engineering

TITLE: President & CEO

DATE: _____

DATE: _____

SEAL

FEDERAL TAX IDENTIFICATION NUMBER

56-6003280
North Carolina Railroad Company

MAILING ADDRESS

North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, North Carolina 27604
ATTN: Donald Arant, PE
Vice President, Engineering
DArant@ncrr.com

North Carolina Railroad Company hereby consents to this Agreement as owner of the right-of-way between Milepost (MP) 41.5-EC and MP 41.8-EC (Project limits).

IN WITNESS WHEREOF, this HILLSBOROUGH PASSENGER STATION PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT has been executed the last day and year set out below, on the part of the Municipality, the Department, NSR, and NCRR by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Memorandum, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: _____

NAME: Julie White

TITLE: Processing Agent

TITLE: Deputy Secretary for Multi-Modal
Transportation

DATE: _____

DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division,
Engineering Coordination & Safety
1553 MSC
Raleigh, North Carolina 27699-1556
ATTN: Craig Newton, PE
Operations and Facilities
cmnewton@ncdot.gov

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____
(Date)

EXHIBIT A
COST ESTIMATE

BILLABLE EXPENSE ITEMS	ESTIMATED COST
Professional Engineering Services	\$???
NSR Design & Construction Review	\$???
NSR Signal Design	\$???
NSR B&B Review	\$???
TOTAL	\$???

EXHIBIT B

NCRR ESTIMATE

NCRR FORCE ACCOUNT ESTIMATE	
Work to be Performed by:	North Carolina Railroad Company
Project Description:	Hillsborough Passenger Station
Location:	Hillsborough, NC
NCRR Project Number:	PRJ-
STI Project Number:	P-5731 & P-5732 (NCDOT)
Milepost:	316.7
Date:	20-Jul-22
Item A – Preliminary Engineering	\$ (79,650.00)
Total	\$ (79,650.00)
Contingency (10%)	\$ (7,965.00)
Grand Total	\$ (87,615.00)
Rounded to Nearest Thousand	\$ (88,000.00)

Labor Cost			
Personnel	Rate	Quantity (hours)	Cost
Accounting/Administrative	\$ 85.00	16	\$ 1,360.00
Infrastructure Manager	\$ 100.00	56	\$ 5,600.00
Real Estate Representative	\$ 100.00	64	\$ 6,400.00
Engineering Director	\$ 165.00	160	\$ 26,400.00
VP Engineering	\$ 235.00	104	\$ 24,440.00
Legal	\$ 250.00	60	\$ 79,200.00
		Labor Subtotal	\$ 79,200.00
Non-labor Direct Cost			
Item	Unit Cost	Quantity	Cost
Meals	\$ 30	5	\$ 150.00
Mileage	\$ 0.625	480	\$ 300.00
		Direct Cost Total	\$ 450.00
		Grand Total	\$ (79,650.00)

EXHIBIT C

SMALL PROFESSIONAL SERVICES FIRM (SPSF) PROGRAM GUIDELINES

(For use by firms in obtaining certification in the Small Professional Services Firm program)

Revised August 2018

(ATTACHED AS A SEPARATE DOCUMENT)



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 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: Non-binding summary of proposed terms for Hillsborough Train Station with North Carolina Department of Transportation and Amtrak

Attachments:

Amtrak Agreement

Summary:

This non-binding Lease Term Sheet covers the terms of the lease of proposed Hillsborough Amtrak Station from the Municipality to the Department for \$1.00 per year, and sublease of the Premises to Amtrak for \$1.00 per year.

Financial impacts:

None

Staff recommendation and comments:

None

Action requested:

Approve and authorize town manager to execute agreement that sets non-binding summary of proposed terms for Hillsborough Train Station with North Carolina Department of Transportation and Amtrak.

NORTH CAROLINA
ORANGE COUNTY

DATE: APRIL 21, 2023

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

NON-BINDING SUMMARY OF
PROPOSED TERMS FOR THE NEW
HILLSBOROUGH TRAIN STATION

AND

TIP: P-5701

TOWN OF HILLSBOROUGH

AND

NATIONAL RAILROAD PASSENGER
CORPORATION (AMTRAK)

This NON-BINDING SUMMARY OF PROPOSED TERMS FOR THE NEW HILLSBOROUGH TRAIN STATION (“**Term Sheet**”) summarizes certain terms of a proposed sublease agreement being considered by the TOWN OF HILLSBOROUGH, a municipal entity (“**Municipality**”); and the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina (“**Department**”); and the NATIONAL RAILROAD PASSENGER CORPORATION (“**Amtrak**”). Each party may hereinafter be referred to individually as “Party” and collectively as “Parties.”

The proposed transaction is subject to (i) the written acceptance by all Parties of the principal terms, as finally negotiated, of both a lease agreement between the Municipality and the Department (“**Lease**”) and a sublease agreement between the Department and Amtrak (“**Sublease**”) and any other agreements related thereto. It is understood that this Term Sheet does not constitute a binding contract, and that the Parties do not intend to be legally bound, unless and until a definitive Sublease agreement has been executed by all Parties. Unless and until such definitive Sublease agreement has been executed by all Parties, any party is free to terminate further negotiations at any time for any reason.

BACKGROUND:

1. Amtrak provides intercity rail passenger service through forty-six (46) states, the District of Columbia, and three (3) Canadian provinces.
2. Department owns a portion of the equipment and subsidizes a portion of Amtrak’s operating costs for the *Piedmont* and *Carolinian* services.

3. Municipality has requested Amtrak add a route stop to its Carolinian and Piedmont lines to provide intercity rail passenger service to the Hillsborough community. The relative tracks are owned, operated over, and dispatched by Norfolk Southern Railway (“**NSR**”) with additional oversight provided by the North Carolina Railroad Company (“**NCR**”), which owns the railroad corridor in the NSR-owned right-of-way (“**ROW**”).
4. Municipality, at no cost to Amtrak, proposes to design, construct, own, repair, and maintain a new intermodal transportation facility, including a passenger rail station building, railroad platform(s), and parking, on real property located at 255 Orange Grove Street, Hillsborough, North Carolina (collectively, the “**New Station**”).
5. To help facilitate the negotiation of a binding Sublease agreement for this proposed transaction, the Parties desire to set out certain proposed terms in this Term Sheet. This Term Sheet is not intended to be legally binding upon Amtrak or Department or Municipality.

SUMMARY OF TERMS UNDER CONSIDERATION:

PROPERTY: Certain properties located near the intersection of Orange Grove Street and Old NC Route 86 in Hillsborough, North Carolina. The address of the New Station will be 255 Orange Grove Street, Hillsborough, NC 28275.

PREMISES: The “**Premises**” in the Sublease will include all nonexclusive portions of the New Station, including but not limited to a waiting area, restrooms, platforms, parking, and other common areas, for use by Amtrak and its passengers on a nonexclusive basis. Municipality intends to lease the Premises to the Department and the Department will then sublease to Amtrak.

PROJECT: With funding provided by the Municipality (and at no cost to Amtrak), Municipality will design and construct the New Station in accordance with plans and specifications reviewed and approved by Amtrak along the ROW (“**Project**”). Any agreed upon Lease will require the Project to be designed, constructed, operated, repaired, and maintained in a manner meeting Amtrak’s technical and operational standards and requirements and complying with all applicable federal, State, and local requirements for passenger railroad stations, and applicable statutes, laws, rules, regulations, ordinances, and codes including the Americans with Disabilities Act of 1990, as amended (42 United States Code (U.S.C.) §§ 12101 *et seq.*, hereinafter “**ADA**”) (collectively, “**Laws**”). The proposed New Station shall follow Amtrak’s Station Planning and Development Guidelines as written and distributed to the Municipality in January 2022. The Municipality may also have to include requirements of NS and NCR.

The Municipality shall, at its sole cost and expense, have the Project constructed in accordance with design plans prepared by the Municipality's designer of record and reviewed and approved by Amtrak and the Department.

The Premises shall be designed, constructed, operated, repaired, and maintained by Municipality so that Amtrak shall not (i) incur operating expenses not otherwise agreed to by Amtrak as defined in this Term Sheet; or (ii) be required to modify, curtail, or terminate any business operations such as package express, baggage which are deemed Amtrak exclusive space, and thruway bus service.

INITIAL SUBLEASE TERM Twenty (20) years.

RENEWAL TERM(S): Amtrak will have two (2) renewal options of twenty (20) years each.

EARLY TERMINATION: The Sublease will provide Amtrak the right to terminate the Sublease by providing a minimum of ninety (90) days prior written notice to Municipality if: (i) the below defined Commencement Date for operations at the New Station does not occur on or before January 1, 2028, (ii) in the event funding for the New Station is reduced or ceases to exist; or (iii) the New Station is not built in accordance with Amtrak's technical and operational standards and requirements and in compliance with all applicable Laws; (iv) Amtrak's rail passenger service to Hillsborough, North Carolina will relocate or cease; or (v) in the event the New Station is materially damaged and Municipality elects not to rebuild.

COMMENCEMENT DATE: The Commencement Date of the Sublease will be the date on which Amtrak begins operating passenger rail services in and to the New Station. The Sublease will require the Commencement Date to occur five (5) days after Amtrak has provided written acceptance of the completed Project. The Parties acknowledge that Amtrak will not provide written acceptance unless and until: (a) Amtrak has received a final certificate of occupancy for the Project, including the New Station and the Premises, in a form acceptable to Amtrak; and (b) Amtrak has inspected the New Station and Premises for compliance with the terms of the Sublease (including, but not limited to, compliance with ADA) and the Municipality has corrected any non-compliant items. The Municipality, Department, and Amtrak will execute a declaration confirming the agreed upon Commencement Date.

RENT: One Dollar (\$1.00) annually and One Dollar (\$1.00) annually during each year of the Renewal Term(s).

MAINTENANCE/REPAIR: The Municipality will, at its sole cost and expense, operate, repair, and maintain the New Station in good operating condition and suitable for Amtrak’s use, and in compliance with all Laws.

STATION ATTENDANT: The Department shall pay for all costs of providing a station attendant at the New Station. The station attendant shall open and close the New Station at appropriate times centered around scheduled train arrivals and departures. The station attendant may be asked to adjust its schedule for opening / closing of the New Station if a train has a delayed arrival or departure.

SUPPORT OFFICES: The Department will provide appropriate office equipment such as telephones, computers, printers, fax machines, radios, and any other necessary equipment necessary for the operation of the New Station.

USE: The Sublease will permit Amtrak to use and occupy the New Station for all purposes relating to the operation of a passenger railroad station inclusive of limited or emergency alternative uses necessary for the operation of Amtrak’s business, and as permitted by Laws.

PARKING: The Sublease will provide Amtrak with the exclusive right to use, free of charge, five (5) reserved parking spaces at the New Station, including one (1) van-accessible ADA parking space, in mutually agreed upon locations. The Municipality will provide signage denoting Amtrak’s reserved spaces. In addition, the Department and Amtrak and their respective employees, agents, licensees, contractors, passengers, and invitees shall have the right to use any remaining available parking at the New Station. The Municipality will be responsible for ensuring the parking is only used in conjunction with the use of the New Station (including uses unrelated to intercity passenger service) and provide signage and enforcement to such effect. The parking will be provided in compliance with all current and future Laws.

SIGNAGE: At no cost to Amtrak, the Municipality and Department will provide for all necessary Project and New Station signage and replacement signage, including but not limited to all signage required by applicable Laws, ADA signage, passenger information display system including audio and visual components (“PIDs”), public announcement systems, displays, wayfinding, and pursuant to Amtrak’s standard train station requirements and standards. Any sign bearing Amtrak trademarks or logos, must have prior approval from Amtrak signage brand management. In addition, Amtrak, in its sole discretion, may install and replace any Amtrak business/branded signage in the New Station. Amtrak’s name and

any Amtrak logo selected by Amtrak shall be placed on all New Station identification and wayfinding signage.

SECURITY: At no cost to Amtrak, the Municipality shall comply with all applicable safety and security requirements of Amtrak, NS, NCRR, and any other transportation providers, and applicable Laws.

**INSURANCE and
INDEMNIFICATION:** To the extent permitted by law, the Municipality and the Department and their contractors and subcontractors who perform work on the Project and in the New Station, shall maintain insurance consistent with Amtrak requirements. The Municipality and the Department shall purchase and maintain insurance on the New Station for its full replacement value including the value of all alterations and improvements made to the New Station, with Amtrak as loss payee. The Municipality and the Department shall indemnify Amtrak and its officers, directors, employees, agents, successors, assigns and subsidiaries from all liability, damage, expenses and costs to any person or property caused by the Municipality and/or the Department, their employees, or agents in connection with the Project, the ownership and operation of the New Station and the Sublease, without regard to Amtrak's negligence.

**STATUTORY/
DEED RIGHTS:** Any deed(s) or other instrument used to acquire any real property interest for the Project must reserve to Amtrak a perpetual right that runs with the land for Amtrak to use the New Station consistent with Amtrak's statutory rights under 49 U.S. Code 24308.

NO GIFTS: N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any North Carolina state employee of any gift from anyone with a contract with the state of North Carolina, or from any person seeking to do business with the state. The Parties acknowledge this requirement and will attest in the Lease and Sublease that they are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 that has been offered, accepted, or promised by any employees of their respective organizations.

GOVERNING LAW: The Sublease or any other agreement relating to the New Station between the Parties will be governed by and construed under the laws of the state of North Carolina. All legal proceedings shall be adjudicated in the U.S. District Court for the Eastern District of North Carolina.

NON-BINDING: This Term Sheet does not constitute a complete statement of the terms and conditions pursuant to which the Department will lease

the Premises from the Municipality, or the Municipality will lease the Premises to the Department. This Term Sheet also does not constitute a complete statement of the terms and conditions pursuant to which Amtrak will sublease the Premises from the Department, or the Department will sublease the Premises to Amtrak.

This Term Sheet does not constitute a legally binding and enforceable agreement or commitment on the part of the Municipality, Department, or Amtrak with respect to the matters described herein, nor does it impose on any Party an enforceable duty or obligation to conclude any transaction. Notwithstanding anything to the contrary contained herein: (i) no Party will be bound by any written or oral representations or negotiations between them, either directly or through any intermediary; (ii) no Party will have any liability hereunder for refusing to compromise on any issue, or terminating negotiations at any time for any reason or no reason; (iii) this Term Sheet will not give rise to any claim based on promissory estoppel, partial performance, detrimental reliance or any other equitable theory; and (iv) no Party shall have any liability hereunder or bring suit against the other in connection with the terms of this term sheet.

The Parties acknowledge that the Municipality entering into a Lease and/or Sublease agreement is contingent upon Municipality negotiating and entering into an agreement with NSR and NCRR for the railroad platform.

The Parties acknowledge that Amtrak entering into a Sublease agreement is contingent upon: (i) the Municipality and Department first executing the Lease; (ii) Amtrak negotiating and entering into a mutually agreeable Sublease with Department; (iii) the Project being designed, constructed, operated, repaired, and maintained in a manner meeting Amtrak's technical and operational standards and requirements and complying with all applicable Laws; and (iv) the approval of Amtrak providing service to the New Station by the Amtrak Board of Directors and the Federal Railroad Administration ("FRA"). In no event shall Amtrak be obligated to enter into the Sublease (even if the Lease has been executed) unless and until the Sublease has been negotiated, prepared, approved by Amtrak's Board of Directors and the FRA, if applicable, executed and delivered.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this NON-BINDING SUMMARY OF PROPOSED TERMS FOR THE NEW HILLSBOROUGH TRAIN STATION has been executed the day and year heretofore set out below, on the part of Municipality, Department, and Amtrak by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

TOWN OF HILLSBOROUGH

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Approved by the Town of Hillsborough governing board as attested to by the signature of

MUNICIPAL SEAL

Clerk of the Town Council _____
(Date)

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

Municipal Finance Officer

FEDERAL TAX IDENTIFICATION NUMBER

Town of Hillsborough

MAILING ADDRESS

Town of Hillsborough
[Street Address]
[City, State Zip]
Attn: [Contact Name]
[Job Title]
[Email]

IN WITNESS WHEREOF, this NON-BINDING SUMMARY OF PROPOSED TERMS FOR THE NEW HILLSBOROUGH TRAIN STATION has been executed the day and year heretofore set out below, on the part of Municipality, Department, and Amtrak by authority duly given.

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NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

BY: _____

NAME: Louis Wolfowitz

TITLE: Vice President, Real Estate and Commercial Development

DATE: _____

FEDERAL TAX IDENTIFICATION NUMBER

National Railroad Passenger Corporation

MAILING ADDRESS

National Railroad Passenger Corporation
William H. Gray, 30th Street Station
2955 Market Street
Philadelphia, PA 19104
ATTN: Angel D'Ippolito
Senior Director, Real Estate Development
215-349-2548
angelique.dippolito@amtrak.com

IN WITNESS WHEREOF, this NON-BINDING SUMMARY OF PROPOSED TERMS FOR THE NEW HILLSBOROUGH TRAIN STATION has been executed the day and year heretofore set out below, on the part of Municipality, Department, and Amtrak by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

NAME: Julie A. White

TITLE: Deputy Secretary for Multi-Modal
Transportation

DATE: _____

SEAL

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Operations & Facilities Branch
1553 Mail Service Center
Raleigh, North Carolina 27699-1553
ATTN: Craig Newton, PE
Facilities Engineer Consultant
cmnewton@ncdot.gov
919-707-4761

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ June 8, 2023
(Date)



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Community Services
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

ITEM TO BE CONSIDERED

Subject: Special Event Permit – The Big Run 5K

Attachments:

1. Special Event Permit Application: Fleet Feet Carrboro & Durham
2. Field layout for park and running path
3. Insurance information

Summary:

This is an event permit for a 5k run event starting in River Park and going to the Speedway and back.

Financial impacts:

Low/minimal.

Staff recommendation and comments:

None.

Action requested:

Approve, approve with conditions, or deny permit usage of Riverwalk.



TOWN OF HILLSBOROUGH

SPECIAL EVENT PERMIT APPLICATION

Please review the Event Policy Ordinance, Chapter 7 of the Town Code, to determine if your event requires a Special Event Permit. The Permit Application must be received 60 days in advance of the event.

Name of Event: The Big Run 5K
Event Location Address: Eno River Farmers Market Pavilion (144 E Margaret Ln, Hillsborough, NC 27278)
Date(s) of event: June 7, 2023
Event Set Up Time: 3:30 pm Event Hours: 5 hrs Event Break Down: 8:30 pm

EVENT ORGANIZER & CONTACT INFORMATION

Name of Organization/Company: Fleet Feet Carrboro & Durham
Organization/Company mailing address: 310 E Main St, suite 120, Carrboro, NC 27510
Organization Status: [checked] Formal [] Informal [checked] For-profit [] Not-for-profit
Event Organizer Name: Nora Ayers
Event Organizer Phone: 9197242852 Event Organizer Email: nora.ayers@fleetfeet.com

On-Site Contact(s) During the Day-of Event

Name: Nora Ayers Cell Phone: 9197242852
Name: Jordan Ayers Cell Phone: 336-408-1148

GENERAL EVENT INFORMATION

Type of Event:
[] Private Event on Private Property [] Public Event on Public Property
[] Private Event on Public Property [] Public Event on Private Property
[checked] Street or Greenway Event (Parades, Marches, Rallies, 5Ks, Bike Races)

General Event Description (Narrative outlining event purpose and elements including food trucks, car shows, races, vendors, etc):

5K run starting/finishing at the Hi. Course will follow the path off the Speedway Track do a loop around the Oconechee Speedway Tract and then head back on the riverwalk to the Eno River Farmer's market pavilion.

we will use a volunteer for the Elizabeth Brady Rd Crossing since we don't expect traffic to be heavy.

Estimated total number of people that will attend the event: 200

Estimated peak time(s) of attendance: 6-8

Maximum capacity of event location (number of persons, if applicable): 300

If the event is annual, the estimated attendance of the last event of this kind: 150 in 2022

GENERAL EVENT QUESTIONNAIRE

Will tickets be sold or admission/fees be charged as part of the event? YES NO

Will there be alcohol sold or provided as a part of this event? YES NO

If yes, please indicate the vendor(s) and/or ABC permit holder(s) responsible for the alcohol sales/distribution and attach a copy of the ABC permit(s) for each vendor : _____

Please note: Alcohol may only be sold by vendors with an off-premise permit or by event organizers with a special one-time ABC sales permit. Alcohol sales may be subject to the prepared food & beverage tax.

Will vendors be on-site selling goods/crafts/wares during the event? YES NO

Will vendors be on-site selling food/beverages during the event? YES NO

Please note: All vendors without a physical location in town and/or food trucks that do not have Town of Hillsborough Food Truck Permits that are selling prepared food/beverage will need to [prepay the Food & Beverage Tax](#) with the Finance Department. Please list the name(s) of the food/beverage vendors: _____
We will have food/snacks to giveaway but not sure about selling food. Will update if anything changes.

Will you be soliciting donations as part of the event? YES NO

If yes, for what cause or organization? Girls on the Run of the Triangle

Will you bring additional equipment, stages, microphones, amplification, etc? YES NO

Please Explain: music to be played over a speaker, possibly a live band - TBD

Will any items be left at the event site overnight? YES NO

Please Explain: _____

Will signs or banners be displayed on site or around Town? YES NO

*Please note: [Special event signage](#) must be applied for and permitted separately **BEFORE** signage is placed around town.*

Will tents be erected for the event? YES NO

If yes, how many and what size? 5-6 10X10 pop-up tents

Please note: Tents may require a permit and inspection by the Orange County Fire Marshal's office depending on size and number. Tents should be shown with location and dimensions on event map/layout.

Will you provide (portable) restroom facilities?

YES NO

Please note: Restroom facilities are required to be provided by Special Event organizers depending on attendance numbers and duration. Local Business, Town, and County facility restrooms may compliment, but not become a substitute for, providing adequate restrooms for the event.

Will you provide (portable) handwashing facilities?

YES NO

Please note: Handwashing facilities are required for events that include on site food preparation and/or sales without direct or immediate sink access.

Will the event require any street closures or change in traffic flow?

YES NO

Will the event require additional trash and recycling facilities?

YES NO

Will you request that the Town Board sponsor specific services in conjunction with this event (i.e. Police Coverage, Road Closures, Traffic Control, Trash and Recycling Rollouts)?

YES NO

Please note: Events requesting Town Sponsorship of events must apply at least 90 days in advance of the event to be considered. Event organizers who are able should make every necessary attempt to provide and pay for services at their events as the Town has limited staff and resources to cover the costs of event services.

EVENT MAP/LAYOUT REQUIREMENTS

With this application, you must attach a map of the area where the event is to take place and indicate the following:

- Traffic flow; including any streets requested to be closed or obstructed (locations of barriers and officers will be determined by Law Enforcement).
- If the event includes a parade, greenway closure, etc. then the route of the event should be clearly shown.
- Parking areas where event attendees will be directed that are adequate for event attendance. Please note: The Eno River deck has only 400 parking spaces.
- Pedestrian access and flow.
- The location of any concession stand, food truck(s), booth, or other temporary structures, tents, stages or facilities; and the location of proposed fences, stands, platforms, benches, or bleachers.
- The location of restroom and/or handwashing facilities.

A street map and a map of Gold Park are available on the Town's website. Google Maps is also an excellent resource and can be easily marked up. Contact Staff if you need assistance with providing an event layout or route map.

EVENT LIABILITY INSURANCE

Event organizers and/or property owners need to insure themselves from liability in case an event attendee injures themselves during the course of the event. Events occurring on Public Property (Town or County) are required to carry event liability insurance with the Public Property owner listed as 'additionally insured'.

Copy of event liability Certificate of Insurance is attached: YES NO

Name of insurance company providing liability coverage for the event:

National Casualty Company

Contact information for broker/agent providing coverage:

(866) 283-7122

EVENT PROPERTY USE PERMISSION

If the event will be located on property that is not owned/managed by the event organizer then the property owner must indicate consent for the use of their property below:

Kevin Cherry - Occoneechee Speedway

Name of Property Owner

Phone

(email attached)

Signature of Property Owner

Date

TOWN LIABILITY AGREEMENT

I, the applicant, agree to indemnify and hold harmless the Town of Hillsborough, its employees, and its agents from and against any and all liability for any injury which may be suffered in connection with this special event approval or park reservation. I also hold harmless the Town of Hillsborough, its employees, and its agents from and against any liability for any equipment or supplies lost, damaged, or stolen, that are stored or otherwise as a result of this special event.

Applicant Signature

Date

SUBMITTAL DIRECTIONS:

Please submit electronically to: Evan.Punch@hillsboroughnc.gov

Please submit via paper copy here:

Hillsborough Planning Department
 ATTN: Evan Punch
 P.O. Box 429
 101 E. Orange Street
 Hillsborough, NC 27278

FOR OFFICE USE ONLY:

Application received by: Evan Punch

Date: 4/2023

Fee Paid: Yes

Date information emailed out: 4/26/2023

Permit Status

Approved YES NO Explanation: _____

Date Permit Issued: _____

Approved with any conditions: _____

By: _____

Date: _____

Town Staff Member

Forwarded to others for review/information:

OC Fire Marshal: _____

Hillsborough Police Department: _____

OC Sheriff's Department: _____

OC Fire Department: _____

Hillsborough Public Works: _____

Hillsborough Public Space Manager: _____

OC DEAPR (River Park): _____

OC AMS (Visitors Center, Library, Old or New Courthouse): _____

NCDOT (DOT Road Closures): _____

Hillsborough Finance (Food & Beverage Tax 1 Day): _____

Hillsborough Public Information Office: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Fleet Feet Sports, LLC and its Registered Members P.O. Box 1269 Carrboro NC 27510 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Casualty Company		11991
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570098276122 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6LKRO0000009374000	12/31/2022	12/31/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Big Run 5K - Carrboro/Durham, Date: June 7th, 2023. Town of Hillsborough, address: 101 E. Orange Street Hillsborough, NC 27278, Classical American Homes Preservation Trust (Ayr Mount/Occoneechee Speedway Trail), address: 320 Elizabeth Brady Rd, Hillsborough, NC 27278 and OE Enterprises, address: 348 Elizabeth Brady Rd, Hillsborough, NC 27278 are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Town of Hillsborough 101 E. Orange Street Hillsborough NC 27278 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570098276122

Certificate No :



The Big Run 5K Route 2023

Running Route

★ Saved

Edit



Details

📍 3.2 mi

📏 38 ft

🕒 32:08

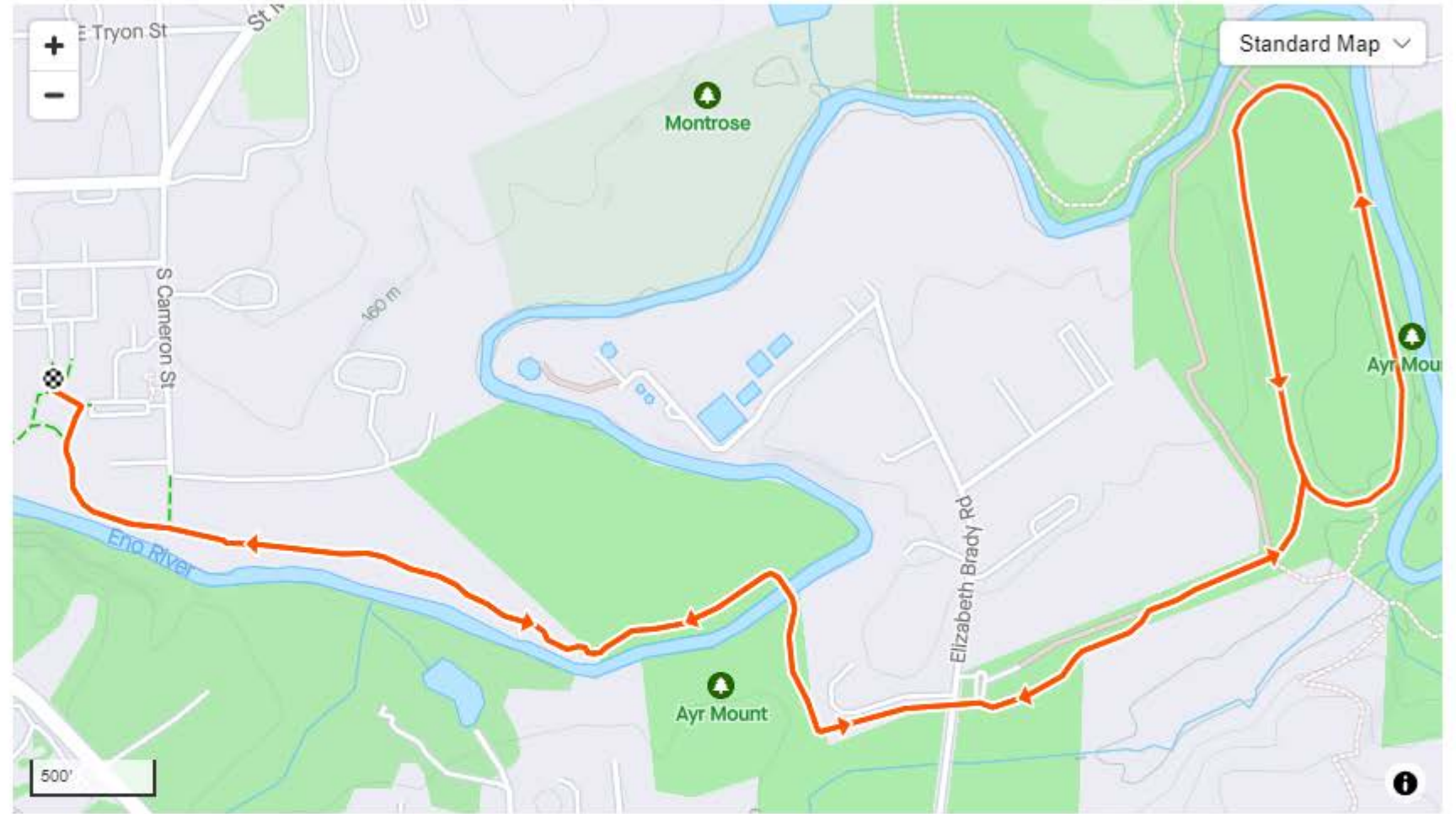
CREATED BY

Nora Ayers

March 13, 2023 · Public



Route and Elevation



The Big Run 5K - 2023 start/finish line set up



From: noreply@municipalonlinepayments.com
To: [Evan Punch](#)
Subject: Payment Notification - Pay a special event fee (permits and event signage)
Date: Thursday, March 23, 2023 2:39:55 PM



Town of Hillsborough

This is your payment receipt.

Confirmation Number
44CMTWPDGT

Payer Contact Info
nora.ayers@fleetfeet.com

Payment Method
*****5941

Pay a special event fee (permits and event signage)

Please tell us what you are paying for
(provide name or address of project,
permit number, or type of review):

The Big Run 5K - June 7th,
2023. 5K Race along the
Riverwalk. Fleet Feet Running
Event.

Base Price	\$55.00
Total	\$55.00

[Municipal Online Services](#)

[Login](#)



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Administrative Services
Agenda Section: Consent
Public hearing: No
Date of public hearing:

PRESENTER/INFORMATION CONTACT

Human Resources Manager Haley Bizzell

ITEM TO BE CONSIDERED

Subject: Classification and Pay Amendment

Attachments:

Pay schedule

Summary:

After completion of the strengths, weaknesses, opportunities, and threats (SWOT) analysis for the Financial Services Department, it was found that reclassifying the current customer service representative to senior customer service representative and adding a customer service representative classification would help operations run more efficiently. The senior customer service representative will remain in grade 4 with a salary range of \$39,597 - \$63,355. The customer service representative classification will be placed in grade 2 with a salary range of \$35,915 - \$57,465. The senior customer service representative will be trained to serve as the billing and customer service supervisor's back-up and will also provide accounting support when needed. This helps with succession planning within the department and gives employees an opportunity to progress from customer service representative to senior customer service representative. No additional full-time equivalency (FTE) positions are being requested.

Financial impacts:

No significant financial impact.

Staff recommendation and comments:

Approve attached pay schedule.

Action requested:

Approve attached 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
2	35,915	46,690	57,465	N	205	CUSTOMER SERVICE REPRESENTATIVE
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	SENIOR 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
	43,655	56,752	69,848	N	605	EQUIPMENT OPERATOR III
7	45,838	59,589	73,341	N	706	ACCOUNTING TECHNICIAN
7	45,838	59,589	73,341	N	701	CREW LEADER
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	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	FLSA					
Grade	Minimum	Midpoint	Maximum	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: May 8, 2023
Department: Administration
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

ITEM TO BE CONSIDERED

Subject: Resolution Approving the Amended Charter Resolution of Central Pines Regional Council (formerly Triangle J Council of Governments)

Attachments:

1. Resolution approving name change to the charter
2. One page summary of the rebranding timeline
3. TJCOG Charter – Redline Version

Summary:

At the beginning of this budget year, the TJCOG governing board authorized staff to move forward with a rebranding effort which included a potential change to the organization's name and logo. This was completed in late March and the TJCOG Board of Delegates unanimously approved changes to the organization's charter to reflect a change in name from Triangle J Council of Governments to Central Pines Regional Council. A 2/3 vote of the local government membership is required to approve the amended charter for the name change to become official. The Board of Delegates is hoping this can be completed by July 1, 2023.

If available, Executive Director Lee Worsley will attend to provide a quick overview of the process and answer questions the board may have before considering approval of the resolution. In addition, Commissioner Kathleen Ferguson is the town's representative to the Council of Governments and is also available to answer questions and provide additional insight on this process.

Financial impacts:

No changes expected.

Staff recommendation and comments:

None.

Action requested:

Consider approval of the resolution.



RESOLUTION

Ratifying, Accepting and Approving the Amended Charter Resolution of Central Pines Regional Council (Formerly Triangle J Council of Governments)

WHEREAS, the Councils of Governments system was created by the State of North Carolina in 1970 by Governor Bob Scott designating seventeen Regional Councils to serve across the state and Triangle J Council of Governments (TJCOG), formerly the Research Triangle Regional Planning Commission, as the regional entity serving Chatham, Durham, Johnston, Lee, Moore, Orange, and Wake counties, and the municipalities within those counties; and

WHEREAS, the TJCOG Board of Delegates approved an organization rebrand process in its Fiscal Year 2022-2023 budget to identify and implement a new name, logo, and brand for the organization, and rebranding consultant Carrboro Creative was selected to conduct the process in the Fall of 2022; and

WHEREAS, the proposed rebrand, including a name change from Triangle J Council of Governments to Central Pines Regional Council was presented to the TJCOG Officers, TJCOG Executive Committee, and TJCOG Board of Delegates in December, February, and March of 2023 for consideration; and

WHEREAS, the TJCOG Executive Committee and TJCOG Board of Delegates unanimously approved the name Central Pines Regional Council and approved a proposed amended charter to reflect this change; and

WHEREAS, the charter is TJCOG's governing document and must be endorsed by all member governments when they join the organization and by a minimum of 2/3 when amendments to the document are made;

NOW, THEREFORE, be it resolved the Hillsborough Board of Commissioners does hereby ratify, accept, and approve the amended Charter Resolution reflecting the organization's new name of Central Pines Regional Council. Further, the governing body authorizes that the new name will be effective July 1, 2023, or once 2/3 of the member governments approve the charter amendment if it is after July 1, 2023.

Approved this 8th day of May of the year 2023.

Jenn Weaver, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk

CENTRAL PINES

REGIONAL COUNCIL

Triangle J Council of Governments (TJCOG) is in the process of changing its legal name to Central Pines Regional Council, an action that was unanimously adopted by our Board of Delegates. This change will formally occur after 2/3 of TJCOG's local government members adopt the charter amendment reflecting the name change.

REBRANDING TIMELINE

CENTRAL PINES

REGIONAL COUNCIL



WHY CENTRAL PINES?

- To distinguish ourselves as an organization within the region
- To be more representative of all communities we serve, in the Triangle and beyond
- To represent the pine tree as the North Carolina state tree
- To nod to the pine tree's rich history in our state through the production of tar, pitch, rosin, & turpentine, and as the main source of lumber for construction
- To reflect our organization's ability to change, grow, and evolve. Pine trees are easily adaptable to any soil conditions, from Moore County's sandy soil to Raleigh's red clay dirt.

MOVING FORWARD

The change will take effect on July 1, 2023 or once 2/3 of members adopt the charter.

~~Triangle J Council of Governments~~Central Pines
Regional Council
Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; and

WHEREAS, Central Pines Regional Council is the primary regional organization for its member units of local government and, where feasible, every effort should be made for member units to direct related programs to Central Pines Regional Council rather than to other agencies; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council ~~of governments.~~

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council ~~of governments~~ hereby established is the ~~Triangle J Council of Governments~~Central Pines Regional Council.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.
 - c) health care and hospital services.
 - d) recreation.
 - e) sanitation and refuse disposal.
 - f) communications.
 - g) transportation.
 - h) water, sanitary sewer, electric power and other utility services.
 - i) air, water and other environmental development.
 - j) commercial and industrial development.
 - k) law enforcement.
 - l) welfare.
 - m) fire protection and prevention.
 - n) regional land use planning.
 - o) workforce development and training, and
 - p) conservation and development of natural resources.
 - q) Emergency management. and
 - p)r) community and economic development.
- 3) To promote inter-governmental cooperation;
- 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
- 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;
- 6) To review, upon request of any governmental unit within the ~~Triangle~~ Central Pines Region, applications of that unit for any grant in aid, federal, state or private; and
- 7) To provide services to local governments and residents in the area known as the ~~Triangle~~ Central Pines Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the ~~Triangle~~ Central Pines Region.

ARTICLE IV

Membership

- 1) The initial membership of the ~~Council of Governments~~ Regional Council shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston, Lee, Orange, and Wake, known as the ~~Triangle~~ Central Pines (~~formerly Triangle~~) Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.
- 2) ~~Membership was extended to the general purpose governmental units of and in Moore county in 2001.~~
- 3) ~~Any municipality or county in the ~~Triangle~~ Central Pines Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.~~
- 4) ~~All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.~~
- 5) ~~Any special purpose governmental agency in the ~~Triangle~~ Central Pines region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.~~

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Central Pines Regional Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.
- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be ~~compensated~~ reimbursed, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the ~~Triangle J Council of Governments~~ Central Pines Regional Council.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of ~~Region J~~ the Central Pines Region.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice (including electronic notice) shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local

governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.

- 5) Proxy voting is not allowed.
- 6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.
- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of ~~April~~ May each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year. The Council shall notify member governments of anticipated member assessment on or before the 15th day of April each year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.
- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above, then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. :
- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may

hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.

2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

- (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.
- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.

- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.
- (h) To contract with and provide services to local governmental units within ~~Region~~ the Central Pines Region.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special

budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.

- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the ~~Council of Governments~~ Regional Council.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
February 18, 1976
April 28, 1982
February 14, 1985
March 27, 1996
April 25, 2018
Date, 2023



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 2023
Department: Utilities
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Utilities Director K. Marie Strandwitz, PE

ITEM TO BE CONSIDERED

Subject: Cross Connection Control Program Presentation

Attachments:

1. Cross Connection Control Ordinance Section 14-56
2. DRAFT Presentation

Summary:

The board has requested an overview/refresher of the town's cross connection (backflow prevention) program and ordinance due to resistance from residential owners with potential hazards to the public water supply system. This presentation will provide a history of the concern, regulations, requirements, risks, consequences and comparison to other local government programs. It will address what the town is doing with respect to residential risks, in particular, in-ground swimming pools and offer responses to many of the comments from those resisting installation of the assembly requested.

Financial impacts:

The town receives no monetary compensation for enforcing its ordinance. There are costs to the owners required to install backflow prevention.

Staff recommendation and comments:

To be discussed during presentation

Action requested:

Receive and provide feedback, if desired.

Sec. 14-56. Cross-connection control.

(a) *General policy.*

- (1) *Introduction.* The purpose of this cross-connection control section is to define the town as the water purveyor in the elimination of all cross-connections within its public potable water supply.

This section shall apply to all consumers connected to the town public potable water supply.

This section will comply with the Federal Safe Drinking Water Act (P.L. 93-523), the North Carolina State Administrative Code (Title 15A, Subchapter 8C), and the North Carolina State Building Code (Volume II) as they pertain to cross-connections with the public water supply.

In accordance with General Statute 162A-9.1, the town is authorized and empowered to adopt this section.

- (2) *Objective of this section.* The specific objectives of the cross-connection control section are as follows:

- a. To protect the public potable water supply of the town from the possibility of contamination or pollution by isolating within the consumer's water system such contaminants, waterborne health hazards and other significant pollutants which could backflow into the public water systems.
- b. To eliminate or control existing cross-connections, actual or potential, between the consumer's potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems.
- c. To provide a continuing inspection program of cross-connection control which will systematically and effectively control all actual or potential cross-connections which may be installed in the future.

- (3) *Designation of responsibility.*

- a. *Health agency's responsibility.* The North Carolina Department of Environment and Natural Resources (division of environmental health) has the responsibility for promulgating and enforcing laws, rules regulations, and policies applicable to all water purveyors in the State of North Carolina in carrying out an effective cross-connection control program.

The division of environmental health also has the primary responsibility of ensuring that the water purveyor operates a public potable water system free of actual or potential sanitary hazards including unprotected cross-connections. The division of environmental health also has the responsibility of ensuring that the water purveyor provides an approved water supply at the service connection to the consumer's water system and, further, that the purveyor requires the installation, testing, and maintenance of an approved backflow prevention assembly on the service connection when required.

- b. *Town's responsibility.* Except as otherwise provided herein, the town is the water purveyor and is responsible for ensuring a safe water supply begins at the source and includes all of the public water distribution system, including the service connection, and ends at the point of delivery to the consumer's water systems. In addition, the town shall exercise reasonable vigilance to ensure that the consumer has taken the proper steps to protect the public potable water system. The town will determine the degree of hazard or potential hazard to the public potable water system, the degree of protection required, and will ensure proper containment protection through an ongoing inspection program. The town will identify all facilities where approved backflow prevention assemblies are required to be installed.

When it is determined that a backflow prevention assembly is required for the protection of the public system, the town shall require the consumer, at the consumer's expense, to install an approved backflow prevention assembly at service connection, to test immediately upon installation and thereafter at frequency as determined by the town, to properly repair and maintain assembly or assemblies and to keep adequate records of each test and subsequent maintenance and repair, including materials and/or replacement parts.

- c. *Plumbing inspector's responsibility.* The plumbing inspection departments of the town and Orange County have the responsibility to not only review building plans and inspect plumbing as it is installed but, they have the explicit responsibility of preventing cross-connections from being designed and built into the plumbing system within its jurisdiction. Where the review of building plans suggests or detects the potential for cross-connections being made an integral part of the plumbing system, the plumbing inspector has the Responsibility, under the North Carolina Building Code, for requiring that such cross-connections be either eliminated or provided with backflow prevention equipment approved by the North Carolina State Building Code.

The plumbing inspector's responsibility begins at the point of delivery downstream of the first installed backflow prevention assembly and continues throughout the entire length of the consumer's water system. The inspector should inquire about the intended use of water at any point where it is suspected that a cross-connection might be made or where one is actually called for by the plans. When such is discovered it shall be mandatory that a suitable, approved backflow prevention assembly approved by the North Carolina Building Code. North Carolina Department of Environment and Natural Resources and the town be required by the plans and be properly installed.

- d. *Consumer responsibility.* The consumer has the primary responsibility of preventing pollutants and contaminants from entering his/her potable water system or the public potable water system. The consumer's responsibility starts at the point of delivery from the public potable water system and includes all of his/her water system. The consumer, at his/her expense shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the town. The consumer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three years. The records shall be on forms approved by the town and shall include the list of materials or replacement parts used. Following any repair, overhaul, repiping, or relocation of an assembly, the consumer shall have it tested to ensure that it is in good operating condition and will prevent backflow. Tests, maintenance and repairs of backflow prevention assemblies shall be made by a certified backflow prevention assembly tester.
- e. *Certified backflow prevention assembly tester responsibility.* When employed by the consumer to test, repair, overhaul, or maintain backflow prevention assemblies, a certified backflow prevention assembly tester (tester) will have the following responsibilities:

The tester will be responsible for making competent inspections and for repairing, or overhauling backflow prevention assemblies and making reports of such repair to the consumer and town on forms approved by the town. The tester shall include the list of materials or replacement parts used. The tester shall be equipped with and be competent to use all the necessary tools, gauges, manometers and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies. It will be the tester's responsibility to ensure that original manufactured parts are used in the repair of or replacement of parts in a backflow prevention assembly. It will be the tester's further responsibility not to change the design, material or operational characteristics of an assembly during repair or maintenance without prior approval of the town. A tester shall perform the work and be responsible for the competency and accuracy of all tests and reports. The tester shall provide a copy of all test and repair reports to the consumer and to

the town within ten business days of any completed test or repair work. A tester shall maintain such records for a minimum period of three years.

All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the town. All test equipment shall be registered with the town. All test equipment shall be checked for accuracy annually (at a minimum), calibrated, if necessary, and certified to the town as to such calibration employing an accuracy/calibration method acceptable to the town.

(b) *Definitions.*

Air gap. The term "air gap" shall mean a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel. An "approved air gap" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel—in no case less than one inch (2.54 cm).

Approved check valve. The term "approved check valve" shall mean a check valve that is drip-tight in the normal direction of flow when the inlet pressure is at least one psi and the outlet pressure is zero. The check valve shall permit no leakage in a direction reversed to the normal flow. The closure element (e.g. clapper, poppet, or other design) shall be internally loaded to promote rapid and positive closure. An approved check valve is only one component of an approved backflow prevention assembly—i.e., pressure vacuum breaker, double-check valve assembly, double-check detector assembly, reduced pressure principle assembly, or reduced pressure detector assembly.

Atmospheric type vacuum breaker. The term "atmospheric type vacuum breaker" (also known as the "non-pressure type vacuum breaker") shall mean a device containing a float-check, a check seat, and an air inlet port. The flow of water into the body causes the float to close the air inlet port. When the flow of water stops the float falls and forms a check valve against back-siphonage and at the same time opens the air inlet port to allow air to enter and satisfy the vacuum. A shutoff valve immediately upstream may be an integral part of the device. An atmospheric vacuum breaker is designed to protect against a non-health hazard (isolation protection only) under a back-siphonage condition only.

Auxiliary water supply. Any water supply on or available to the premises other than the purveyor's approved public water supply will be considered as an auxiliary water supply. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow. The term "backflow" shall mean the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the potable supply of water from any source or sources. See terms backpressure and backsiphonage.

Backflow prevention assembly—type. A "backflow prevention assembly" shall mean an assembly used to prevent backflow into a consumer or public potable water system. The type of assembly used should be based on the degree of hazard either existing or potential (as defined herein). The types are:

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- (1) Double-check valve assembly (DCVA).
 - (2) Double-check detector assembly (fire system) (DCDA).
 - (3) Pressure vacuum breaker (PVB).
 - (4) Reduced pressure principle assembly (RP).
 - (5) Reduced pressure principle-detector assembly (fire system) (RPDA).

Backpressure. The term "backpressure" shall mean any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

Backsiphonage. The term "backsiphonage" shall mean a form of backflow due to a reduction in system pressure which causes a subatmospheric pressure to exist at a site in the water system.

Certified backflow prevention assembly tester. The term "certified backflow prevention assembly tester" (tester) shall mean a person who has proven their competency to the satisfaction of the town. Each person who is certified to make competent tests, or to repair, overhaul, and make reports on backflow prevention assemblies shall be knowledgeable of applicable laws, rules, and regulations, shall be a licensed plumber or have at least two years experience under and be employed by a North Carolina licensed plumber or plumbing contractor, or have equivalent qualifications acceptable to the town, and must hold a certificate of completion from an approved training program in the testing and repair of backflow prevention assemblies.

Consumer. The term "consumer" shall mean any person, firm, or corporation using or receiving water from the town water system.

Consumer's potable water system. The term "consumer's potable water system" shall mean that portion of the privately owned potable water system lying between the point of delivery and point of use and/or isolation protection. This system will include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, store, or use potable water.

Consumer's water system. The term "consumer's water system" shall include any water system commencing at the point of delivery and continuing throughout the consumer's plumbing system located on the consumer's premises, whether supplied by a public potable water or an auxiliary water supply. The systems may be either a potable water system or an industrial piping system.

Contamination. The term "contamination" shall mean an impairment of the quality of the water which creates a potential or actual hazard to the public health through the introduction of hazardous or toxic substances or waterborne health hazards in the form of physical or chemical contaminants or biological organisms and pathogens.

Containment. The term "containment" shall mean preventing the impairment of the public potable water supply by installing an approved backflow prevention assembly at the service connection.

Cross-connection. A "cross-connection" shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer's water system and any other source or system through which it is possible to introduce any contamination or pollution, other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which or because of which "backflow" can or may occur are considered to be cross-connections.

Degree of hazard. The term "degree of hazard" shall be derived from the evaluation of conditions within a system which can be classified as either a "pollutional" (non-health) or a contaminations (health) hazard.

Double-check-detector assembly. The term "double-check-detector assembly" shall mean a specially designed assembly composed of a line-size approved double-check valve assembly with a specific bypass water

meter and a meter-sized approved double-check valve assembly. The meter shall register (in U.S. gallons) accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall only be used to protect against a non-health hazard (i.e., pollutant). Device must be approved by Foundation for Cross-connection Control and Hydraulic Research.

Double-check valve assembly. The term "double-check valve assembly" shall mean an assembly composed of two independently acting, approved check valves, including tightly closing shut-off valves attached at each end of the assembly and fitted with properly located test cocks. This assembly shall only be used to protect against a non-health hazard (i.e., pollutant). Device must be approved by Foundation for Cross-Connection Control and Hydraulic Research.

Health agency. The term "health agency" shall mean the North Carolina Department of Environment and Natural Resources.

Health hazard. The term "health hazard" shall mean an actual or potential threat of contamination of a physical, chemical, biological, pathogenic or toxic nature to the public or consumer's potable water system to such a degree or intensity that there would be a danger to health. Examples of waterborne health hazards include but are not limited to:

- (1) *Physical.* Radioisotopes/radionuclides;
- (2) *Chemical.* Lead, mercury and other heavy metals, organic compounds, other toxins and hazardous substances;
- (3) *Biological.* Microorganisms and pathogens like cryptosporidium, typhoid, cholera and E. Coli.

Industrial fluids. The term "industrial fluids" shall mean any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health, or non-health hazard if introduced into a public or consumer potable water system. Such fluids may include, but are not limited to process waters, chemicals in fluid form; acids and alkalis; oils, gases; etc.

Industrial piping system. The term "industrial piping system" shall mean a system used by the consumer for transmission, conveyance or storage of any fluid, solid or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, or store substances which are or may be polluted or contaminated.

Isolation. "Isolation" is the act of confining a localized hazard within a consumer's water system by installing approved backflow prevention assemblies. Disclaimer: The Town of Hillsborough may make recommendations, upon facility inspection, as to the usage's of isolation devices/assemblies, but does not assume or have responsibility whatsoever for such installations.

Non-health hazard. The term "non-health hazard" shall mean an actual or potential threat to the quality of the public or the consumer's potable water system. A non-health hazard is one that, if introduced into the public water supply system could be a nuisance to water customers but would not adversely affect human health.

Point of delivery. "Point of delivery" shall generally be at the back side of the meter adjacent to the public street where the town water distribution mains are located. The consumer shall be responsible for all water piping and control devices located on the consumer's side of the point of delivery.

Pollution. The term "pollution" shall mean an impairment of the quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

Pollutional hazard. The term "pollutional hazard" shall mean an actual or potential threat to the quality or the potability of the public or the consumer's potable water system but which would not constitute a health or a system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could

be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

Potable water. The term "potable water" shall mean water from any source which has been approved for human consumption by the North Carolina Department of Environment and Natural Resources (NCDENR).

Pressure type vacuum breaker. The term "pressure type vacuum breaker" shall mean an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shutoff valves attached at each end of the assembly. This assembly is designed to protect against a health hazard (i.e., contaminant) under a back-siphonage condition only.

Public potable water system. The term "public potable water system" shall mean any publicly or privately owned water system operated as a public utility, under a current NCDENR permit, to supply water for public consumption or use. This system will include all sources, facilities, and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

Reduced pressure principle backflow prevention assembly. The term "reduced pressure principle backflow prevention assembly" shall mean an assembly containing within its structure a minimum of two independently acting, approved check valves, together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The first check valve reduces the supply pressure to a predetermined amount so that during normal flow and at cessation of normal flow, the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the pressure differential relief valve, by discharge to atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure.

The unit shall include tightly closing shutoff valves located at each end of the assembly and each assembly shall be fitted with properly located test cocks. The assembly is designed to protect against a health hazard (i.e., contaminant). Device must be approved by Foundation for Cross-Connection Control and Hydraulic Research.

Reduced pressure principle-detector assembly. The term "reduced pressure principle-detector assembly" shall mean a specially designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a specific bypass water meter and a meter-sized approved reduced pressure principle backflow prevention assembly. The meter shall register (in U.S. gallons) accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall be used to protect against health hazard (i.e., contaminant). Device must be approved by Foundation for Cross-Connection Control and Hydraulic Research.

Service connections. The term "service connection" shall mean the terminal end of a service connection from the public potable water system, i.e., where the town loses jurisdiction and control over the water at its point of delivery to the consumer's water system.

Water purveyor. The term "water purveyor" shall mean the consumer or operator of a public potable water system providing an approved water supply to the public.

Unapproved water supply. The term "unapproved water supply" shall mean a water supply which has not been approved for human consumption by the NCDENR.

Used water. The term "used water" shall mean any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery and is no longer under the control of the water purveyor.

(c) *Right of entry.*

- (1) Upon presentation of proper credentials and identification, authorized representatives from the town shall have the right to enter any building, structure, or premises during normal business hours, or at any time during the event of an emergency to perform any duty imposed by this section. Those duties

may include sampling and testing of water, or inspections and observations of all piping systems connected to the public water supply. Where a consumer has security measures in force which would require proper identification and clearance before entry into their premises, the consumer shall make necessary arrangements with the security guards so that upon presentation of suitable identification, the town personnel will be permitted to enter without delay for the purpose of performing their specific responsibilities. Refusal to allow entry for these purposes may result in discontinuance of water service.

- (2) On request, the consumer shall furnish to the town any pertinent information regarding the water supply system on such property where cross-connections and backflow are deemed possible.

(d) *Elimination of cross-connections: degree of hazard.*

- (1) When cross-connections are found to exist, the owner, his/her agent, occupant, or tenant will be notified in writing to disconnect the same within the time limit established by the town. The degree of protection required and maximum time allowed for compliance will be based upon the potential degree of hazard to the public water supply system. If, in the judgment of the town, an imminent health hazard exists water service to the building or premises where a cross-connection exists may be terminated unless an air gap is immediately provided, or the cross-connection is immediately eliminated. The maximum time limits are as follows:
- (2) Cross-connections with private wells or other auxiliary water supplies require immediate disconnection.
- (3) All facilities which pose a potential health hazard to the potable water system must have a reduced pressure principle backflow prevention assembly within 60 days of notification by the town.
- (4) All industrial and commercial facilities not identified as a "health hazard" shall be considered nonhealth hazard facilities. All nonhealth hazard facilities must install a double-check valve assembly within 90 days of notification by the town.
- (5) Water mains served by the town but not maintained by the town shall be considered cross-connections, with degree of hazard to be determined by the town. Degree of protection shall be based upon the degrees of hazard, as determined by the town.
- (6) In the event that the town personnel do not have sufficient access to every portion of a private water system (i.e., classified research and development facilities; federal government property) to allow a complete evaluation of the degree of hazard associated with such private water systems, an approved reduced pressure principle backflow prevention assembly shall be required as a minimum of protection.
- (7) No person shall fill special use tanks or tankers containing pesticides, fertilizers other toxic chemicals or their residues from the public water system except at a town-approved location equipped with an air gap or an approved reduced pressure principle backflow prevention assembly properly installed on the public water supply.

(e) *Installation of assemblies.*

- (1) All backflow prevention assemblies shall be installed in accordance with the specifications furnished by the town and/or in the latest edition of the North Carolina Building Code, whichever is most restrictive.
- (2) All new construction plans and specifications, when required by the North Carolina Building Code and the North Carolina Division of Environment Health, shall be made available to the town for review and approval and to determine the degree of hazard.
- (3) Ownership, testing, and maintenance of the assembly shall be the responsibility of the consumer.

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- (4) All double-check valve assemblies must be installed in drainable pits wherever below ground installation is necessary, in accordance with detailed specifications provided by the town. Double-check valve assemblies may be installed in a vertical position with prior approval from the town, provided the flow of water is in an upward direction.
 - (5) Reduced pressure principle backflow prevention assemblies must be installed in a horizontal position and in a location in which no portion of the assembly can become submerged in any substance under any circumstance. Pit and/or below grade installations are prohibited.
 - (6) The installation of any backflow prevention assembly which is not approved by the town must be replaced by one which is approved by the town.
 - (7) The consumer is responsible to make sure a backflow prevention assembly is working properly upon installation and is required to furnish the following information to the town within 15 days after a reduced pressure principle backflow preventer (RP), double-check valve assembly (DCVA), pressure vacuum breaker (PVB), double-check-detector assembly (DCDA), or reduced pressure principle detector assembly (RPDA) is installed:
 - a. Service address where assembly is located.
 - b. Owner (and address, if different from service address).
 - c. Description of assembly's location.
 - d. Date of installation.
 - e. Installer (include name, plumbing company represented, plumber's license number).
 - f. Type of assembly and size of assembly.
 - g. Manufacturer, model number, serial number.
 - h. Test results/report.
 - (8) When it is not possible to interrupt water service, provisions shall be made for a "parallel installation" of backflow prevention assemblies. The town will not accept an unprotected bypass around a backflow preventer.
 - (9) Upon notification by the town, the consumer shall install the appropriate containment assembly not to exceed the following time frame:
 - a. Health hazard: 60 days.
 - b. Nonhealth hazard: 90 days.
 - (10) Following installation, all RP, DCVA, PVB, DCDA, and RPDA are required to be tested by a certified backflow prevention assembly tester within ten days.
- (f) *Testing and repair of assemblies.*
- (1) Testing of backflow prevention assemblies shall be made by a certified backflow prevention assembly tester approved by the town. Such tests are to be conducted upon installation and annually thereafter or at a frequency established by the town. A record of all testing and repairs is to be retained by the consumer. Copies of the records must be provided to the town within ten business days after the completion of any testing, and/or repair work.
 - (2) Any time that repairs to backflow prevention assemblies are deemed necessary, whether through annual or required testing, or routine inspection by the consumer or by the town, these repairs must be completed within a specified time in accordance with the degree of hazard. In no case shall this time period exceed:

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- a. Health hazard facilities: seven days.
 - b. Non-health hazard facilities: 21 days.
- (3) All backflow prevention assemblies with test cocks are required to be tested annually or at a frequency established by the town.
 - (4) All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the town. All test equipment shall be registered with the town and shall be checked for accuracy annually (at a minimum), calibrated if necessary, and certified to the town as to such accuracy/calibration, employing a calibration method acceptable to the town [See definitions, subsection (b).]
 - (5) It shall be unlawful for any consumer or certified backflow prevention assembly tester to submit any record to the town which is false or incomplete in any material respect. It shall be unlawful for any consumer or certified tester to fail to submit to the town any record which is required by this section. Such violations may result in any of the enforcement actions outlined in subsection (j).
- (g) *Facilities requiring protection.* Approved backflow prevention assemblies shall be installed on the service line to any facility that the town has identified as having a potential for backflow. All assemblies and installations shall be subject to inspection and approval by the town.

The following types of facilities or services have been identified by the town as having a potential for backflow of non-potable water into the public water supply system. Therefore, an approved backflow prevention assembly may be required on all such services according to the degree of hazard present. Other types of facilities or services not listed below may also be required to install approved backflow prevention assemblies if determined necessary by the town. As a minimum requirement, all commercial services will be required to install a double-check valve assembly, unless otherwise listed below.

Abbreviations:

DCVA = double-check valve assembly

RP = reduced pressure principle assembly

DCDA = double-check detector assembly

RPDA = reduced pressure detector assembly

AG = air gap

PVB = pressure vacuum breaker

- (1) Automotive services stations. Dealerships, etc.
 - a. No health hazard: DCVA
 - b. Health hazard: RP
- (2) Auxiliary water systems:
 - a. Approved public/private water supply: DCVA
 - b. Unapproved public/private water supply: AG
 - c. Used water and industrial fluids: RP
- (3) Bakeries
 - a. No health hazard: DCVA
 - b. Health hazard: RP

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- (4) Beauty shops/barber shops
 - a. No health hazard: DCVA
 - b. Health hazard: RP
 - (5) Beverage bottling plants: RP
 - (6) Breweries: RP
 - (7) Buildings—Hotels, apartment houses, public and private buildings, or other structures having unprotected cross-connections.
 - a. (Under five stories) no health hazard: DCVA
 - b. (Under five stories) health hazard: RP
 - c. (Over five stories) all: RP
 - (8) Canneries, packing houses, and rendering plants: RP
 - (9) Commercial carwash facilities: RP
 - (10) Commercial greenhouses: RP
 - (11) Commercial sales establishments (department stores, malls, etc.)
 - a. No health hazard: DCVA
 - b. Health hazard: RP
 - (12) Concrete/asphalt plants: RP
 - (13) Dairies and cold storage plants: RP
 - (14) Dye works: RP
 - (15) Film laboratories: RP
 - (16) Fire Systems $\frac{3}{4}$ " (inch) to 2" (inch)
 - a. No health hazard: DCDA
 - b. Health hazard: (Booster pumps, foam, antifreeze solution, etc.) RP
 - (17) Fire systems $2\frac{1}{2}$ " (inch) to 10" (inch) (or larger)
 - a. No health hazard: DCDA
 - b. Health hazard: (Booster pumps, foam, antifreeze solution, etc.): RPDA
 - (18) Fire trucks: RP
 - (19) Hospitals, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities nursing and convalescent homes, medical clinics, and veterinary hospitals: RP
 - (20) Laundries:
 - a. No health hazard: DCVA
 - b. Health hazard: (i.e., dry cleaners): RP
 - (21) Lawn irrigation systems (split taps)
 - a. No health hazard: DCVA
 - b. Health hazard: (Booster pumps, chemical systems): RP

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- (22) Metal manufacturing, cleaning, processing, and fabricating—plants: RP
 - (23) Mobile home parks:
 - a. No health hazard: DCVA
 - b. Health hazard: R-P
 - (24) Oil and gas production, storage or transmission properties: RP
 - (25) Pest control (exterminating and fumigating): RP
 - (26) Power plants: RP
 - (27) Restaurants:
 - a. No health hazard: DCVA
 - b. Health hazard: RP
 - (28) Restricted, classified, or other closed facilities: RP
 - (29) Sand and gravel plants: RP
 - (30) Schools and colleges: RP
 - (31) Sewage and storm drain facilities: RP
 - (32) Swimming pools: RP
 - (33) Waterfront facilities and industries: RP
- (h) *Connections with unapproved sources of supply.*
- (1) No person shall connect or cause to be connected any supply of water not approved by the NCDENR to the water system supplied by the town. Any connections allowed by the town must be in conformance with the backflow prevention requirements of this section.
 - (2) In the event of contamination or pollution of a public or consumer potable water system, the consumer shall notify the town immediately in order that appropriate measures may be taken to overcome and eliminate the contamination or pollution.
- (i) *Fire protection systems.*
- (1) All connections for fire protection systems connected with the public water system two inches and smaller shall be protected with an approved double-check valve assembly as a minimum requirement. All fire systems using toxic additives or booster pumps, or with an FDC installed, shall be protected by an approved reduced pressure principle detector assembly at the main service connection.
 - (2) All connections for fire protection systems connected with the public water system greater than two inches shall be protected with an approved double-check detector assembly as a minimum requirement. All fire protection systems using toxic or hazardous additives or booster pumps, or with an FDC installed, shall be protected by an approved reduced pressure principle detector assembly at the main service connection.
 - (3) All existing backflow prevention assemblies 2½" and larger installed on fire protection systems that were initially approved by the town shall be allowed to remain on the premises, as long as they are being properly maintained, tested and repaired as required by this section. However, if the existing assembly must be replaced (once it can no longer be repaired), or in the event of proven water theft through an unmetered source, the consumer shall be required to install an approved double-check detector assembly or reduced pressure principle detector assembly as required by this provision.

(j) *Enforcement.*

- (1) The consumer or person in charge of any installation found not to be in compliance with the provisions of this section shall be notified in writing with regard to the corrective action(s) to be taken.
- (2) Such notice must explain the violation and give the time period within which the violation must be corrected. The time period set to correct a violation shall not exceed 30 days after receiving notice unless otherwise specified by subsection (4). If the violation has been determined by the town to be an imminent hazard the consumer shall be required to correct the violation immediately.
- (3) In the event a consumer is found in violation of this section and fails to correct the violation in a timely manner or to pay any civil penalty or expense assessed under this section, water service may be terminated, and shall be reestablished when the violation is corrected and any applicable civil penalties are paid.
- (4) The violation of any provision of this section may be punished by a civil penalty listed as follows:
 - a. Unprotected cross-connection involving a private water system which creates an imminent hazard—\$1,000.00 per day not to exceed \$10,000.00.
 - b. Unprotected cross-connection involving a private water system which is of a moderate or high hazard—\$500.00 per day not to exceed \$5,000.00.
 - c. If in the judgment of the town, any consumer, manager, supervisor, or person in charge of any installation is found to be in noncompliance with the provisions of this section and/or neglects their responsibility to correct a violation water service may be discontinued until compliance is achieved.
 - d. Failure of a consumer or certified tester to submit any record required by this section, or the submission of falsified reports/records may result in a civil penalty of up to \$500.00 per violation. If a certified backflow prevention assembly tester submits falsified records to the town, the town shall permanently revoke that tester.
 - e. Failure to test or maintain backflow prevention assemblies as required—\$200.00 per day.
- (5) Enforcement of this program shall be administered by the utilities director of the town or his/her authorized representative.

(Ord. No. 20080512-9.0, § 1, 5-12-2008)

Cross Connection Control

A purposeful program and ordinance overview with focus on residential hazards

Board of Commissioners General Meeting

8 May 2023



TOWN OF
HILLSBOROUGH

What is a cross connection?

- any physical connection between a potable water supply system and any other piping system, sewer fixture, container, or device, whereby water or other liquids, mixtures, or substances may flow into or enter the potable water supply system;
- *any potable water supply outlet which that is submerged or is designed or intended to be submerged in non-potable water or in any source of contamination; or*
- an air gap, that does not meet the requirements of twice the diameter of the potable water pipe outlet and never less than one inch from the receiving vessel flood rim.



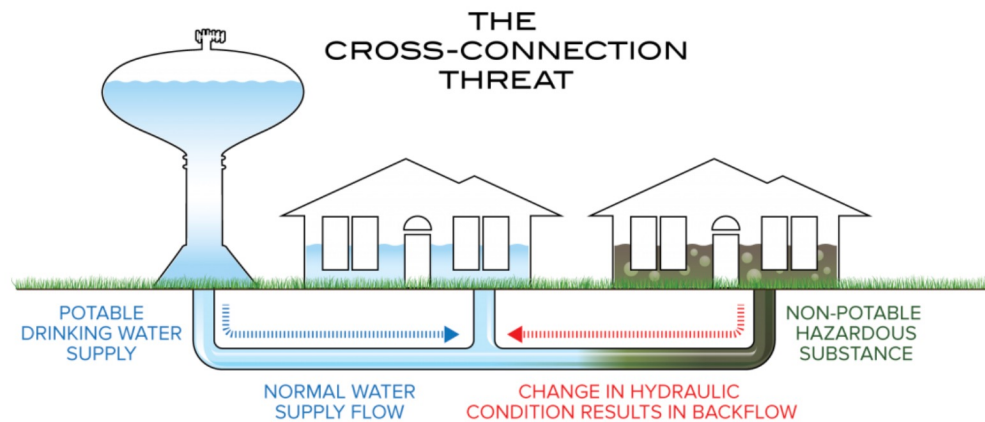
What is a cross connection? (con't)

A “cross-connection” shall mean any unprotected actual or **potential** connection or structural arrangement between a public or a consumer’s water system and any other source or system through which it is **possible** to introduce any contamination or pollution, other than the intended potable water with which the system is supplied.

Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other **temporary** or permanent devices through which or because of which “backflow” can or may occur are considered to be cross-connections.

What is backflow?

Backflow is the reversal of water flow, and it can present a risk to water quality in public water systems. That's why water utilities require some customers to install a backflow preventer.



Two types of backflow events

- Backpressure
 - Where pressure in private system is higher than system pressure and contaminated water is pushed into the public system
 - Could happen at higher elevations or if forced through pumps
 - Hills put the “Hills” in “Hillsborough”
- Backsiphonage
 - Where pressure in the public system drops and under certain conditions, contaminated water can be sucked into the public system
 - Could happen during a main break or upon hydrant use for flushing or fire fighting
 - Submerged hoses or fixed pipes

Types of connections

- An indirect cross-connection, as stated in the University of Southern California (USC) Manual of Cross Connection Control (Manual), Ninth Edition, is a connection that is subject to back siphonage only.
- The Manual defines a direct cross-connection as a connection that is subject to both backpressure and backsiphonage.
- Whether there is a temporary hose or permanent pipe making the connection is irrelevant.
 - However! Many local codes define as the above: direct = permanent piping and indirect = temporary like a hose

Taking chances

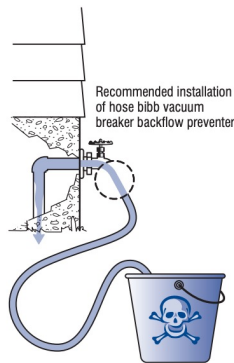
- In our lives, we have choice, and we take risks
 - We may be able to purchase a fancier car or motorcycle (the choice)
 - We may speed down the road every day and never get caught (the risk)
 - We may speed down the road and get caught and just get a ticket (moderate or low hazard – only impacts oneself)
 - We may speed down the road and kill someone (severe or high hazard – impacts many)
- **A swimming pool is a choice. It carries risks of severe hazard.**
- When a water purveyor does not do everything it can do to mitigate risk from contamination, there can be bad consequences.

Bad Consequences

Kool-Aid Laced With Chlordane

In August, 1978, a professional exterminator was treating a church located in a small town in South Carolina, for termite and pest control. The highly toxic insecticide chlordane was being mixed with water in small buckets, and garden hoses were left submerged in the buckets while the mixing was being accomplished. At the same time, water department personnel came by to disconnect the parsonage's water line from the church to install a separate water meter for the parsonage. In the process, the water was shut off in the area of the church building. Since the church was located on a steep hill, and as the remaining water in the lines was used by residents in the area, the church was among the first places to experience a negative pressure.

The chlordane was quickly siphoned into the water lines within the church and became mixed with the Kool-Aid being prepared by women for the vacation bible school. Approximately a dozen children and three adults experienced dizziness and nausea. Fortunately, none required hospitalization or medical attention.



Chlordane in the Water Main

In October, 1979, approximately three gallons of chlordane, a highly toxic insecticide, was sucked back (back-siphoned) into the water system of a residential area of a good sized eastern city. Residents complained that the water "looked milky, felt greasy, foamed and smelled," and as one woman put it, "It was similar to a combination of kerosene and Black Flag pesticide."

The problem developed while water department personnel were repairing a water main. A professional exterminator, meanwhile, was treating a nearby home with chlordane for termite elimination. The workman for the exterminator company left one

end of a garden hose that was connected to an outside hose bibb tap in a barrel of diluted pesticide. During the water service interruption, the chlordane solution was back-siphoned from the barrel through the house and into the water mains.

Following numerous complaints, the water department undertook an extensive program of flushing of the water mains and hand delivered letters telling residents to flush their lines for four hours before using the water. Until the water lines were clear of the contaminant, water was hand-hauled into homes, and people went out of their homes for showers, meals and every other activity involving potable water. Fortunately, due to the obvious bad taste, odor and color of the contaminated water, no one consumed a sufficient quantity to endanger health.

Creosote in the Water Mains

Creosote entered the water distribution system of a southeastern county water authority in Georgia, in November, 1984, as a result of cross-connection between a $\frac{3}{4}$ -inch hose that was being used as a priming line between a fire service connection and the suction side of a creosote pump. The hose continually supplied water to the pump to ensure the pump was primed at all times. However, while repairs were being made to a private fire hydrant, the creosote back-siphoned into the water mains and contaminated a section of the water distribution system.

Detailed investigation of the cause of the incident disclosed that the wood preservative company, as part of their operation, pumped creosote from collective pits to other parts of their operation. The creosote pump would automatically shut off when the creosote in the pit was lowered to a predetermined level. After the creosote returned to a higher level, the pump would restart. This pump would lose its prime quite often prior to the pit refilling, and to prevent the loss of prime, the wood preservative company would connect a hose from a $\frac{3}{4}$ -inch hose bibb, located on the fire service line, to the suction side of the pump. The hose bibb remained open at all times in an effort to continuously keep the pump primed.

What is backflow prevention?

A backflow prevention device is a special kind of equipment designed to ensure that water from a private plumbing system cannot enter the public water supply (the Town of Hillsborough water system).

Backflow prevention is also referred to sometimes as cross-connection control or CCC.

Town has 426 backflow assemblies, and counting



Source: YouTube

Backflow prevention types

- Air gap
 - For all hazards
- Dual check valve
 - Not for severe hazards
- Reduced pressure assembly
 - For all hazards
- Pressure vacuum breaker
 - Includes pressure and atmospheric vacuum breakers
 - Certain conditions for use of each



Backed by situations, science, and standards

The American Water Works Association (AWWA) recognizes water purveyors have the responsibility to supply potable water to their customers. In the exercise of this responsibility, water purveyors or other responsible authorities **must implement, administer, and maintain ongoing backflow prevention and cross connection control programs** to protect public water systems from the hazards originating on the premises of their customers and **from temporary connections** that may impair or alter the water in the public water systems



Backed by situations, science, and standards

- Besides regulations and known contamination events, there are many references for CCC:
 - US EPA Cross Connection Control Manual
 - University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC FCC&HR) Manual
 - American Waterworks Association Manual M14: Backflow Prevention and Cross Connection Control Recommended Practices
 - Training, Research and Education for Environmental Occupations (TREEO) Center – University of Florida – BACKFLOW PREVENTION Theory and Practice
 - American Society of Sanitary Engineering (ASSE)
 - American National Standards Institute (ANSI)
 - American Society for Testing and Materials (ASTM)
- Requires certified operators who attend school and take exams



Certified Cross Connection Control Operators

- The town has five cross connection control certified operators
- Operator responsibilities include:
 - Possess a valid certificate issued by the NC Water Treatment Facility Operators Board
 - Identify and eliminate existing and potential (?) cross connections
 - Ensure backflow assemblies installed in the system are documented and tested annually.



An operator's stress

*I have yet to meet a business owner or homeowner that was not upset with me after they learned what [my utility] would require of them. We have been trying to educate the public, but that is only effective when people want to learn what you are offering. **My job is to ensure that no cross-connections occur with our distribution system. As long as I am successful, I will toil in anonymity. However, the moment water is contaminated due the lack of backflow protection, the public will want to know why my job wasn't being done and web searches for the purpose of backflow protection will spike. That is why my inspector's and I will attempt to educate one customer at a time.***

While frustration, displeasure, questions and requests for alternatives or extensions is understood by those which are asked to comply, the continued questioning about the competence of those who are passionate career water industry professionals brings mixed emotions.

I explained to my supervisor, as the ORC for CCC, it's my license, my livelihood and my freedom if I don't ensure that I protect the potential CC that I identify. I will deal with the public criticism, but I won't go to jail for negligence or out of fear.

Risk management

- In our lives, we are required to have insurance to protect against unexpected events
 - We pay big money every year for auto and home protection.
 - We may never need it, but it is there to mitigate.
 - Insurance requires us to cover those who are not insured or underinsured
- We spend a lot of staff time mitigating and planning for emergencies
- If a solar system is installed on a private home (another choice), nobody is arguing the requirement of the power company to install protective devices at the home to prevent energy back feed into the grid.
 - Why is this questioned of the experienced and certified experts running the water system for similar risk?



Risky business

- We are risking contamination from various sources by not fully enforcing our CCC ordinance.
- We are opening the town and its staff up to litigation.
- A water system has a regulatory, ethical and moral obligation to reduce risk of contamination.
- We are just doing our jobs in accordance with the code and cross connection control certified operator obligations.

Backflow prevention is insurance for our water system!



Federal Regulation

- The Safe Drinking Water Act (SDWA) of 1974 and the SDWA Amendments of 1986 are the basis of the federal drinking water regulations.
- Individual states (North Carolina) are responsible for enforcing the regulations and supervising public water systems.
 - may adopt additional or more stringent drinking water rules or regulations as long as the rules or regulations are not in conflict with SDWA and/or other federal rules or regulations.
- The water purveyor (Hillsborough) has the primary responsibility for preventing the introduction of pollutants or contaminants into the public drinking water distribution system.
- To accomplish this, water purveyors must establish and implement a CCC program.

State Regulation

- The North Carolina Department of Environmental Quality (NCDEQ), Division of Water Resources, Drinking Water Section publishes a document, *Rules Governing Public Water Systems*, which is comprised of the regulations applicable to the management of public water supply systems.
- Title 15A, Subchapter 18C, Sections .0300 and .0406, and Appendix B, Figure 2 of the *Rules Governing Public Water Systems* provides cross connection control **minimum** requirements and guidance.
- Water purveyors must establish a cross connection control policy and implement an operations and maintenance plan for backflow preventers.
- The addition of any unapproved supply of water to the distribution system is prohibited.
- The code has no grandfather clauses; therefore, both new and existing facilities are required to meet these requirements. After all, the potential exists.

State Regulation

- Two degrees of hazard for cross connections are defined in Appendix B, Figure 2: severe (high-health) and moderate (low health) hazards.
 - Severe hazards include cross connections that involve a health hazard/contaminant that if ingested can cause serious illness or death (aka high hazard/health)
 - Moderate hazards include cross connections that usually involve a pollutant that is not life threatening and does not cause permanent illness but does cause the water to become aesthetically objectionable or undesirable (aka low hazard/non-health)



State Regulation

- Appendix B – **MINIMUM** Requirements

Backflow Prevention	Reduced Pressure Zone	Double Check Valve	Air Gap
Assembly Requirements:		Assembly	
<i>Degree of hazard</i>			
Severe	X	-----	X
Moderate	-----	X	-----

- Devices shall meet the American Society of Sanitary Engineering (ASSE) standard and carry an ASSE seal or is on the University of Southern California (USC) approval list.

State Regulation

Moderate Hazard - DCVA

- Fire sprinkler systems without booster pump facilities or chemical additives.
- Connection to tanks, lines and vessels that handle non-toxic substances.
- Lawn sprinkler systems without chemical injection or booster pumps.
- Most commercial establishments.
- Automatic service stations, bakeries and beauty shops with no health hazard and bottling plants with no back pressure.
- etc.

Severe Hazard – RPZ or Air Gap

- Lawn sprinkler systems with chemical injection or booster pump
- Wastewater treatment plants
- Connection to an unapproved water system or unapproved auxiliary water supply
- Connection to tanks, pumps, lines, steam boilers or vessels that handle sewage, lethal substances, toxic or radioactive substances
- Fire sprinkler systems with booster pump facilities or chemical additives
- Buildings with five or more stories above ground level



State Regulation

Severe Hazard – RPZ or Air Gap (continued)

- Hospitals and other medical facilities
- Morgues, mortuaries and autopsy facilities
- Metal plating facilities
- Bottling plants (subject to back pressure)
- Canneries
- Battery manufacturers
- Exterminators and lawn care companies
- Chemical processing plants
- Dairies
- Film laboratories
- Car wash facilities
- Dye works
- Laundries
- *Swimming pools*
- Waterfront facilities
- *etc.*



State reference to local plumbing code

- Service Connection Relation to Plumbing Code. No supplier of water shall provide a service connection to any plumbing system that does not comply with the North Carolina State Building Code, Volume II, and all applicable local plumbing codes.
- Where required, the **supplier of water** shall install or require to be installed an **appropriate testable** backflow prevention assembly prior to making the service connection.

Local Plumbing Code

- Section P2902 of residential code
 - NC Residential Codes define swimming pools as “Any structure intended for swimming or recreational bathing that contains water over 24 inches deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas”
- Section 608 of building code
- Code designed more to protect the home than the public water supply
- Orange County and the town have a contracted arrangement whereby the county performs the town’s building permitting and inspections
- Inspection is focused upon verification of installation (per manufacture requirements), freeze protection, lack of visible leaks and protection from physical damage.
- Testing is exempted from the plumbing code.
- As of June 2022, the county has issued 38 residential swimming pool permits since January 1, 2000.



Local Plumbing Code

- Town code states local plumbing inspector responsibility is to inquire about the intended use of water at any point where it is suspected that a cross-connection might be made or where one is actually called for by the plans.
 - When such is discovered, it shall be mandatory that a suitable, approved backflow prevention assembly approved by the North Carolina Building Code, North Carolina Department of Environment and Natural Resources and the town be required by the plans and be properly installed.
- There "was" a gap between the county permitting and inspections and the town's oversight of backflow prevention on swimming pools.
- As above ground pools and spas are difficult to detect, the town has focused on in-ground pools for now.



What constitutes a compliant CCC program?

Public Education

Public education is a vital component of a comprehensive and successful CCC program. Unfortunately, there are several examples of local and state municipalities that have banned CCC programs because they were not properly educated on the absolute necessity of the program and its associated costs.

Hazard Surveys

Hazard surveys locate and document every possible cross-connection hazard in your water system and then a backflow prevention device or assembly is installed to prevent the possible cross connection.

Periodic Inspection and Testing

Each testable backflow assembly in the water system must be tested and maintained on a REGULARLY SCHEDULED basis, enforced by the water authority. The best practice for testing and maintenance is ONCE PER YEAR to ensure proper operation of the valves.

Reporting and Record Keeping

As each backflow preventer is tested and maintained within your water system, the results must be kept and tracked in some type of filing or software system.

Enforcement Enforcement Enforcement

A successful and efficient CCC program MUST be enforced at all times for EVERY service within your water system. Any friendly exceptions, “grandfather” clauses, or conscious oversights can lead to the complete failure of your CCC program.



Our local ordinance

- Early 2000s water systems were required to perform vulnerability assessments
- Former director attended seminars and reached out to other utilities about their programs
 - local government, with the authority of the state, may also adopt additional or more stringent rules and regulations if they are not in conflict with the state law or regulations
- The town started creating a list of existing facilities with potential cross connections
- Section 14-56 of town code of ordinances, established 2008
 - Added more detail and enforcement conditions
 - Former ordinance mentioned cross connection but was limited in guidance

Our local ordinance

- Defines consumer as any water customer
- Establishes the town as the water purveyor
 - The specific objectives of the cross-connection control section are:
 - To protect the public potable water supply of the town from the possibility of contamination or pollution by isolating within the consumer's water system such contaminants, waterborne health hazards and other significant pollutants which could backflow into the public water systems.
 - To eliminate or control existing cross-connections, actual or **potential**, between the consumer's potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems.
 - To provide a continuing inspection program of cross-connection control which will systematically and effectively control all actual or potential cross-connections which may be installed in the future.
 - **Despite what others are doing or the minimum state requirements, it is ultimately the town that determines the degree of hazard and backflow device necessary based on potential for contamination according to its responsibility in 14-56(b).**



Our local ordinance

- The town will determine the degree of hazard or **potential** hazard to the public potable water system, the degree of protection required, and will ensure proper containment protection through an ongoing inspection program.
- The town will identify all facilities where approved backflow prevention assemblies are required to be installed.
- Provides for right of entry
- Lists the types of facilities needing backflow protection and type of protection – not all inclusive!
 - All facilities which pose a potential health hazard to the potable water system must have a reduced pressure principle backflow prevention assembly within 60 days of notification by the town.
 - an **approved** backflow prevention assembly may be required on all such services **according to the degree of hazard present**
- Institutes enforcement authority, compliance schedules and fines



The government perspective

EPA Cross Connection Control Manual AWWA Statement:
The water purveyor shall assure that effective backflow prevention measures **commensurate with the degree of hazard**, are implemented to ensure continual protection of the water in the public water distribution system. **Customers, together with other authorities are responsible for preventing contamination of the private plumbing system under their control and the associated protection of the public water system.**



The government perspective

The City of Asheville requires a Reduced Pressure Backflow Assembly or an air gap. **The level of chlorine in a private pool could not fall under anything other than a high hazard and to label it as less seems a bit irresponsible. As we are here to protect against any real or potential hazards, trusting a homeowner to protect themselves and their neighbors from excessive chlorine content is not acceptable.**

Apex only requires an RPZ if the residential pool is directly connected to the water service.

Cape Fear Public Utility Authority requires swimming pools to have either a reduced pressure principle assembly or an air gap.

Winston Salem / Forsyth County Utilities requires an RPZ to be installed for all swimming pools.

Greensboro follows the same standards as Durham in this matter.

OWASA's ordinance requires RPZ for all swimming pools, both directly and indirectly connected.

Here in Cary we require RPZ's for swimming pools, whether it is direct or indirect connected.

The City of Durham does not require an in-line testable backflow if the pool is not directly connected. If the pool is filled using a water hose, no backflow is required.

Charlotte Water does not require backflow prevention assemblies on water services for private swimming pools. However, I do not agree with this and it is my intent to change this part of our ordinance. In the other water systems I have worked, direct connections to ALL swimming pools require reduced pressure principle assemblies or physical air gaps.

The pool is a very large petri dish with chemicals and human waste we should not drink. If the homeowner cannot set up a system to show that filling the system will not create a cross-connection, then we must protect the distribution system.

Greenville Utilities does not require backflow prevention assemblies on residential private swimming pools.

Other similar governments

- OWASA
- Mebane
- Cary
- Winston-Salem
- Asheville
- Cape Fear
- Gastonia (Two Rivers Utilities)
- Holly Springs (exempts protective box)
- Kinston

Differing governments

- Durham, Greensboro, Apex, Mocksville allow hose bibb vacuum breakers
- Greenville Utilities exempts residential pools
- Charlotte Water exempts residential pools (but coordinator disagrees)
- Wilson requires RPZ only if direct piped filler, but DCVA if not (similar cost of installation though)
- Rocky Mount seems to only address non-residential in their policy, no code
- Salisbury does not list swimming pools specifically in list, but list not all inclusive



The academic and industry perspective

BACKFLOW PREVENTION : THEORY AND PRACTICE Third Edition UF (University of Florida) TREEO Center Pg. 43

The question still remains: where does the water purveyor's responsibility end—at the water meter, the point of delivery from purveyor to consumer, or at the tap? Obviously, there is no definitive answer. Each water purveyor must examine the problem and determine what is “reasonable and prudent” for a particular situation. Generally, each of the essential components of a good backflow prevention program (as discussed in Chapter 8) signify responsibilities the water purveyor could “reasonably” be expected to meet and fulfill. The decision maker must consider what can be achieved financially, what is cost effective, what are normal and accepted practices in the industry, etc. However, the water purveyor should remember to consider the costs of litigation that could result because of a backflow. For many water purveyors, the development of a program is achieved in a series of steps, implementing what is possible under current financial constraints and expanding the breadth of the program as more funds are made available.



The coordinator/certified operator perspective

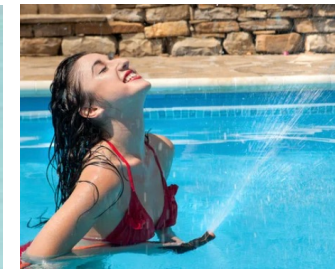
*The NC plumbing code clearly states that all hose bibbs shall have a HBVB and are to be open-ended – “continuously open to the atmosphere” which means no shut-off valve or spray handle. **We all know that almost 100% of water hoses have a spray handle.***

*Once you are aware of it, you have to take action. **Knowing about a hazard makes you liable for any harm it causes.** I believe you have the right attitude and will run a successful program in Hillsborough.*

In my conversation with the pool owners, 90% have readily admitted that they placed the garden hose in the pool while it was being refilled. There is also the unforeseen incidents where the attempted air gapped hose either has pressure fluctuations, incidental child or pet knocking the hose into the pool, assigned person gets tired of hold the hose for hours...many “what ifs” as described, but from my viewpoint, that is the CC definition “any actual or potential connection between the drinking water lines and the potential sources of pollution or contamination.”



Back to our code and enforcement. Why now on residential in-ground pools?



Back to our code and enforcement.

Why now on residential in-ground pools?

- Lack of staff resources
- Really hard to identify residential hazards
- Was focused on non-residential hazards and other duties of the position
- 2020 change in state regulation requiring enforcement of program
- Currently almost 60 residential pools identified to retrofit with an RPZ
 - Letters mailed to almost 40 thus far in phases for management purposes
 - Second letter tweaked to be “softer” although simply stating ordinance. Third on hold.
- 12 have obtained permits with 10 installed and 2 pending
- Others have resisted

Why an RPZ?

- Our area is subject to both backpressure and backsiphonage.
- Swimming pools are identified as a severe hazard.
- An RPZ accounts for all hazards.
- An RPZ is testable and accessible.
- An RPZ cannot easily be removed from the system like the other mentioned devices.
- Existing ordinance covers enforcement to keep them in service while the hazard exists.
- While people can say they won't submerge a hose, it is out of our control.
 - What if they move, it is their kids, dog, visitor, house sitter?
 - Have you heard of the show Ridiculousness?

Other options?

- A hard piped unthreaded fill spigot with an approved air gap.
 - Typically, these auto fill features are placed conspicuously beneath a diving board or slide.
 - Many pools may not have these features.
 - Still requires piping below the pool deck or an unsightly trip hazard if not.
- Would require code change to include.

Why not the hose bibb vacuum breaker (HBVB)?

- Specialized application of the atmospheric vacuum breaker which is part of the pressure vacuum breaker family
- Yes, cheap! Cheap parts
 - Can degrade with use, chemicals, debris, freezing weather
- Low lifespan - 5 years or less
- Not a testable or professionally installed device
 - Does not meet our code due to hazard level of swimming pool
- Not approved for having continuous pressure or for controlling backpressure
 - Likely a shut off nozzle on end
- Multiple videos on how to remove them due to:
 - Leaking, hissing, corroding, a pain...
- Cannot control/verify they are present and working like an RPZ
- Not applicable under certain elevation differences between hose bibb and pool – must be 6” above highest point of usage

Why not the hose bibb vacuum breaker (HBVB)?

- No guidance from the following organizations for a maintenance schedule to replace HBVB's, even though they are known to fail and wear out quickly:
- USC CCC & HR (doesn't recognize HBVB as a backflow device)
- TREEO Center -University of Florida
- AWWA (One Water)
- Plumbing Code

Mixed emotions and misunderstandings

Public comments on a YouTube videos on how to remove the hose bibb vacuum breakers

I've always hated these things. We didn't have these on our house in the 70s as I was growing up. WTF? Were we poisoned by our neighbors? lol Only problem with changing these out, they will have to be brought up to code when selling the place. Not that its that expensive.

My subdivision has them but the old neighborhood next to ours doesn't. Neither does any of my families in older neighborhoods. You clarified what I already believed, these are stupid and pointless! I only hook up water hoses to water my grass. And I have an outside water softener system in between the city's main and my house lines. So I'm just removing mine permanently. Why even bother with a spigot master? Hook up the hose straight to the spigot like when we were kids.

There are reasons why backflows are required. People have pumped chemicals into the municipal water systems before. In many cities, commercial backflow preventers are required to be registered, tested/certified yearly. Residential settings are lower risk but it doesn't mean it won't happen. All it takes is someone using something like a faulty pressure washer with chemicals to pump poison into other peoples water supply.

I Googled and was not able to find an example of chemicals or anything else backflowing into a public water system.

Go put your garden hose in a bucket of chemicals and then go it the house and open up with kitchen sink spigot a few minutes later and drink the water. You'll learn real quick the purpose the the back-flow preventor. Having been in the pest control business for years, it was common to observe tech's filling up there spray rigs in the back of the work trucks. It only took once of someone having the end of the hose below the water level in the spray rig and then having the customers washer suck about 5 gal. of termiticide into her washer. It was not a good day. Most state Pest control industry now require a air-gap or back flow device on the spray rigs and if one is caught without it there is a heft fine. People have to realize yes they are a pain in the azz but they are designed to protect the health of the public.

The scenarios where a backflow preventer has been useful are so far fetched. They just don't happen! Just a move by somebody to make money by inventing a useless piece of crap that is now required under many plumbing codes.

I get the point of these backflow valves... in theory... but unless you have a habit of leaving your garden hose in your swimming pool, what exactly are you preventing? Even then, you take a drink of water and think "hmm. That tastes a little funny. Kinda like chlorine. You know, there was a fire a few miles from here today. Must have been a bit of backflow." Then you go turn all your faucets on for about 15 min and your entire house will be filled with clean water again. Pretty simple. We had to go and create this stupid "anti-backflow faucet adapter" because we haven't figured out a way to fix stupid people yet. The product is simply faulty. It doesn't last long, leaks like crazy, and after it ages, when a vacuum is out on the line, they fail half the time anyways. Like all things, it requires maintenance, but it's really still inferior to just using a little common sense when it comes to the old fashioned (and better) water spigots.

Understood hardship and concern

- Costs seen on building permit applications to date range from \$3,000 to \$5,000.
- Requires a certified plumber
- Requires a building trade permit
- Requires annual testing and reporting
- Unsightly protective box in yard
- Stress of quick compliance schedule and enforcement - per code
- A surprise for preexisting facilities
- Lack of knowledge



The compromising ask

- Continue to require the RPZ
- Provide more time for installation – end of year?
 - Would want to see progress – quotes, permits, etc.
- Site inspections to verify the need and determine location to minimize unsightliness
- Keep with annual inspections
- Provide list of installers from permit system
- Boxes meeting specification can be painted or screened as long as access is maintained

Questions and Comments

DRAFT



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 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: Fiscal Year 2024 Manager's Recommended Budget Presentation

Attachments:

None.

Summary:

The town manager will provide an update on the FY24 Manager's Recommended Budget.

Financial impacts:

No specific financial impacts identified for this presentation.

Staff recommendation and comments:

None.

Action requested:

Receive presentation and provide any feedback.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: May 8, 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 April 2023

Budget

- FY24 budget will be presented May 8.
- Public Hearing will be held May 22.

Communications

- Engage Hillsborough — Held first Engage Hillsborough event, with focus on safety discussion on April 29. Ten areas of town government and Fire Department were represented. Just over 20 adults and about 8 children participated. Evaluations have been sent to staff and participants. Lead staff will debrief and present to the board in June.
- Website — Fixed mobile menu access and worked on search improvements.
- Utilities Outreach — Created small insert of irrigation requirements and calling 811 before digging; featured Water and Sewer Advisory Committee Vice Chair Saru Salvi for National Volunteer Month; worked emergency water main break, issuing low system pressure advisory and OC Alerts notification on April 6 and 7; issued notice of sewage spill on April 12; promoted registering for OC Alerts.
- Other Outreach — Created and printed gigabit fiber and OC Alerts postcards in English and Spanish for distribution to community members by police, public works and utilities staff for public distribution and at public places.

Fleet Maintenance

- No updates.

Human Resources/Town Clerk

- Biweekly payrolls.
- Quarterly Employee Newsletter.

RECRUITMENT AND SELECTION	
Position	Status
Accounts Payable Technician	Closed 4/30.
Customer Service/Senior Customer Service Representative	Closed 4/26.
Equipment Operator I	Closes 5/3.
Police Officer	Continuous recruitment.
Public Works Intern	Closes 5/14.

Information Technology

- All in person sessions of the 2023 annual IT security awareness training have been completed. A video version of the training will be made available for those who were unable to attend the training sessions in person. The email containing the information needed to view the recording and complete the quiz will be sent out during the first week in May.

Safety and Risk Management

- Inspections — Gold Park, Turnip Patch Park, Murray Street Park, Hillsborough Heights Park, Cates Creek Park and forwarded recommendations (work orders). Forwarded safety inspection results to departments.
- Meetings – HR Team Meetings, Division Meetings, NCDOL Meetings Engage Hillsborough Meetings x 2, Community Safety Meeting, Playground Safety Meeting.
- Training – NCLM Faster is Slower Drivers Training.
- Random drug screens — On target for 2nd quarter drug screens random FMCA drug screens and completed pre-hire drug screens.
- Safety Committee — Incident reviews continue, working on inspection requirements and responsibilities with new Safety Committee members. Compiling data for the Injury and Illness Rate Reduction Plan (IIRRP) 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, P&L claims and general duties pertaining to the Highway 86 building, collected fire extinguisher monthly check sheets.

Hillsborough Police Department

Quarterly Transparency Report

January – March 2023

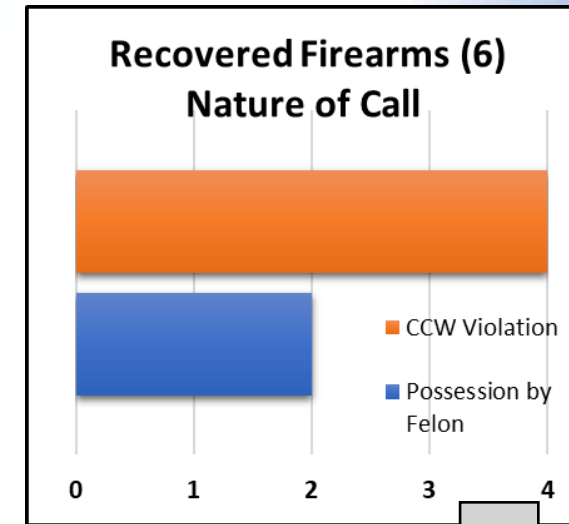
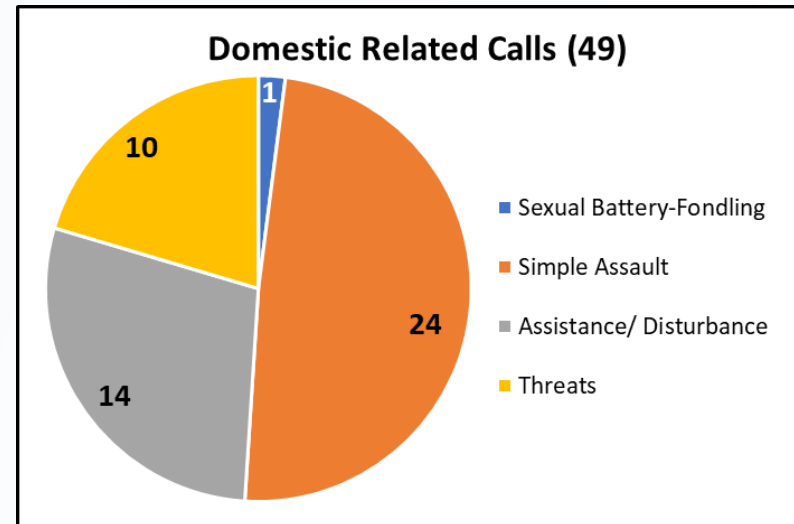
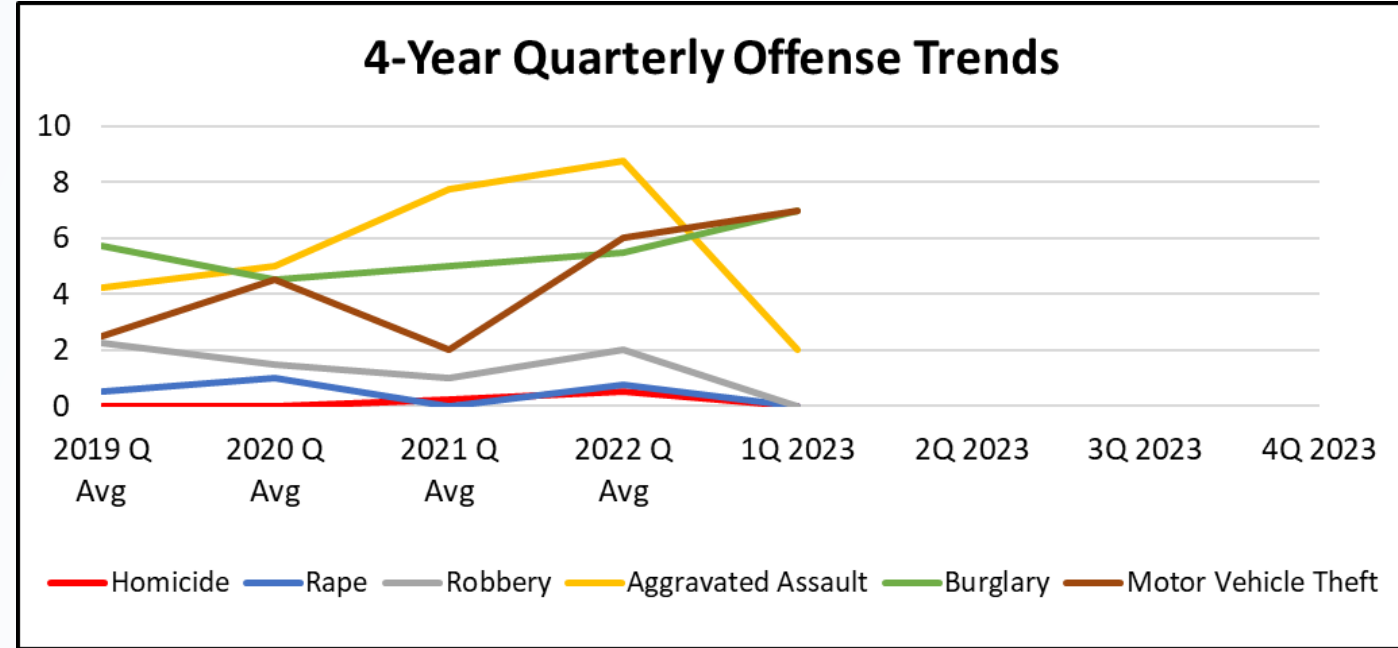


This report summarizes quarterly activity and data in the following areas:

- Reported Incidents and Crimes
- Arrest Data
- Internal Accountability
- Use of Force
- Mental Health Response
- Marijuana and Paraphernalia Enforcement
- Traffic Enforcement Focuses
- Traffic Stop Data
- Search Data
- Department Training
- Community Engagement
- Employee Accomplishments and Recognitions

Reported Incidents

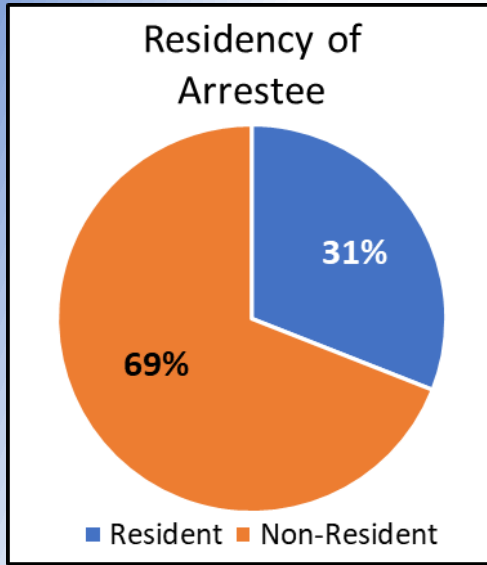
UCR Part 1 Reported Crimes	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	YTD
Homicide	0				0
Rape	0				0
Robbery	0				0
Aggravated Assault	2				2
Part 1 Violent Crimes Total	2				2
Burglary	7				7
Larceny/Theft	88				88
Motor Vehicle Theft	7				7
Part 1 Property Crimes Total	102				102
Other Offenses Reported	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	YTD
Drug Offenses	13				13
Simple Assault	24				24
Forgery/Counterfeit	0				0
Fraud	20				20
Embezzlement	3				3
Stolen Property	3				3
Vandalism	20				20
Prostitution	0				0
Other Sex Offenses	1				1
Gambling	0				0
Offense against family/child	0				0
DWI	4				4
Alcohol Violations	0				0
Disorderly Conduct	1				1



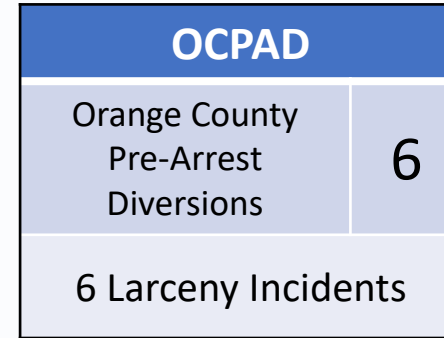
Note: Data is based on current reports in HPD system. Prior quarter's numbers may adjust as delayed reports are made.

Arrest Summary

HPD Officers made a total of 71 Criminal Arrests of individuals during this quarter, with a total of 109 separate charges.



January-March 2023 Arrests				
	B	H	W	TOTAL
Custodial Arrest	9	1	8	18
Citation/Summons	8	0	14	22
Warrant Service	13	1	17	31
Total Arrests	30	2	39	71
Resident				
	10	1	11	22
Non-Resident				
	20	1	28	49



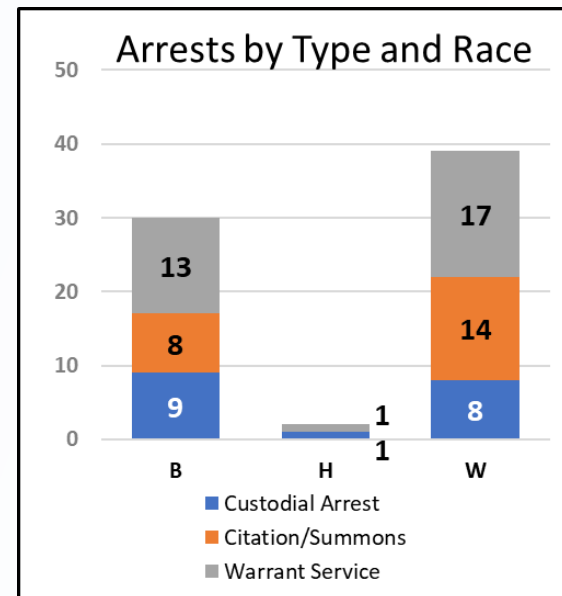
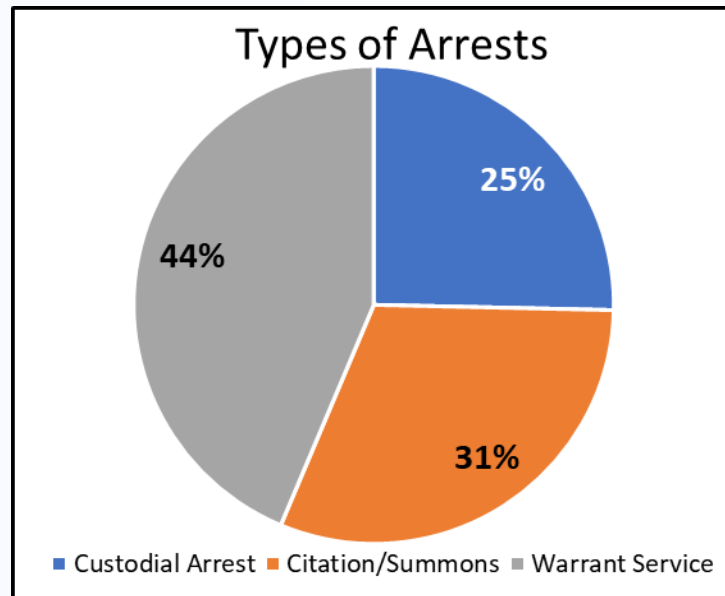
TOTAL OF ALL CHARGES	109
WARRANT SERVICE	31
LARCENY-MISDEMEANOR	14
LARCENY-SHOPLIFT/CONCEAL	7
ASSAULT ON A FEMALE	6
DRIVING WHILE IMPAIRED	6
RESIST DELAY OBSTRUCT	6
POSSESSION OF PARAPHERNALIA	4
TRESPASSING-2ND DEGREE	4
INJURY TO PERSONAL PROPERTY	3
ALL OTHER OFFENCES	2
ASSAULT-SIMPLE	2
B&E TO A VEHICLE	2
CARRY A CONCEALED WEAPON	2
LARCENY-FELONY	2
LARCENY-SWITCHING PRICE TAG	2
POSSESS FIREARM BY A FELON	2
POSSESSION OF COCAINE	2
SIMPLE ASSAULT-ALL OTHER	2
ALCOHOL VIOLATION	1
ASSAULT ON LEO/GOVT OFFICIAL	1
ASSAULT W/ A DEADLY WEAPON	1
B&E FELONY	1
DRUNK AND DISRUPTIVE	1
DWLR	1
POSSESS OF A STOLEN WEAPON	1
PROBATION VIOLATION	1
PUBLIC URINATION	1
SPEEDING TO ELUDE ARREST	1
TOTAL	208

Definitions:

Custodial Arrests are typically on-view crimes for which an officer makes a physical arrest and takes the subject before a magistrate.

Warrant Service means an officer made a physical arrest for a previously existing warrant or order for arrest.

Citation/Summons means the offender was issued a citation or served a summons and was not taken into custody.



Internal Accountability

Internal Accountability Reviews	Jan-Mar	
Use of Force Reviews	7	7 Use of Force Reviews
Complaints	6	4 Uses of Force
Pursuit/Refuse to Stop	5	<ul style="list-style-type: none"> • 3 <i>Physical (moderate)</i> • 1 <i>Physical (significant)</i>
Internal/Admin	0	
PEWS	1	3 Displays of Force
Safety/Accident	1	<ul style="list-style-type: none"> • 3 <i>Handgun</i>
TOTAL IA REVIEWS	19	

Details on Displays of Force

- A suspect from a stabbing incident was walking away from officers while they were giving commands. The suspect was trying to get out of sight and officers did not know if the subject had a weapon.
- Officers were dispatched to a disturbance with a weapon call. Upon arrival they located the store clerk holding a bat and a subject in a vehicle outside. They believed the subject in the vehicle may have been the person involved.
- Subjects collided with a building during a vehicle pursuit and then ran on foot after officer gave commands to surrender. Officer had weapon out while giving chase to subjects.

Summary of Complaints

- A citizen complained that an officer hit their dog with their vehicle (Not sustained).
- A citizen complained that an officer did not issue the other driver involved in a traffic accident a citation (Not sustained).
- A citizen complained that an officer knocked on their front door to give them unwanted safety information (Not sustained).
- A citizen complained that officers showed bias while investigating a traffic accident (Not sustained).
- A citizen complained that an officer did not arrest the other party during a domestic incident that occurred over a year ago (Not sustained).
- A citizen complained that an officer was speeding (Sustained).

Definitions:

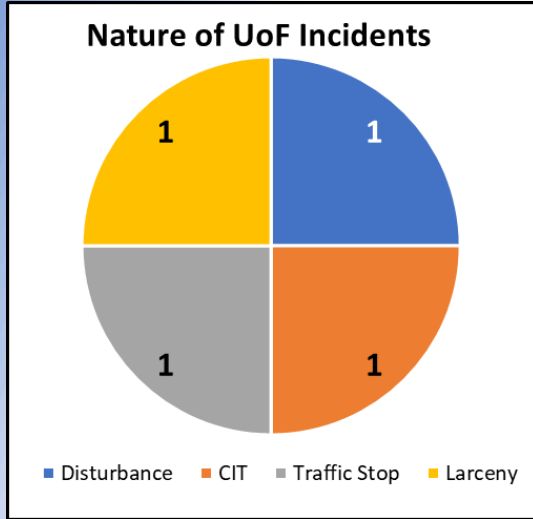
Sustained – allegation found to be valid and the officer’s actions were against policy or expectations.

Not Sustained – officer’s actions were within policy and expectations, or there was insufficient evidence to prove or disprove the allegations.

Unfounded – Allegation was found to be baseless or untrue.

Use of Force

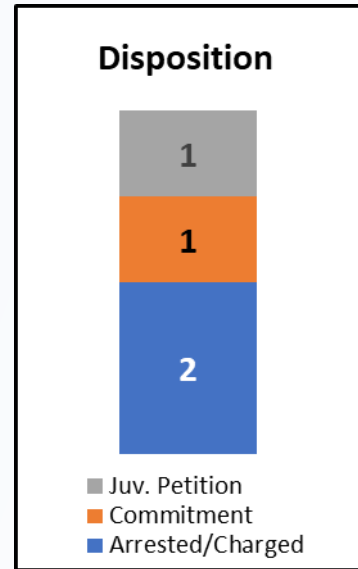
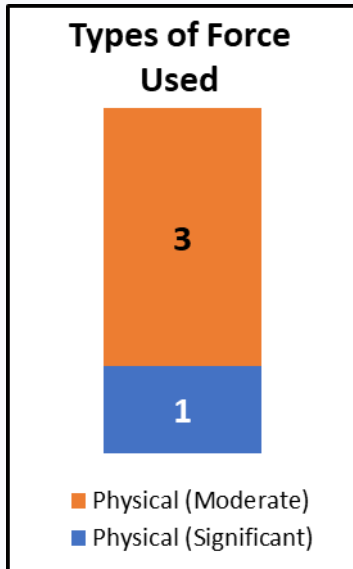
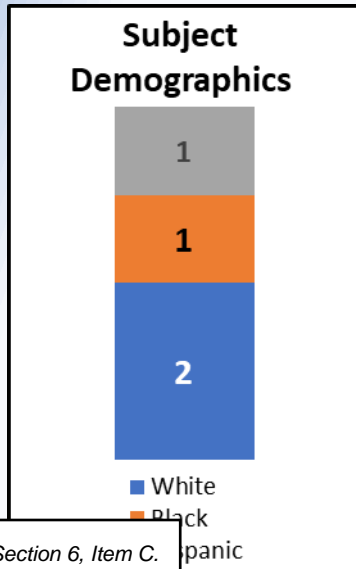
HPD's review of 7 force-related incidents this quarter found that force of some type was used in 4 of the incidents and involved 4 subjects and 5 officers.



% of Arrests w/ Use of Force		
	1Q	%
Total Arrests	71	4%
Arrests w/ UoF	3	
YTD		
Total Arrests	71	4%
Arrests w/ UoF	3	

Summary of Use of Force Incidents

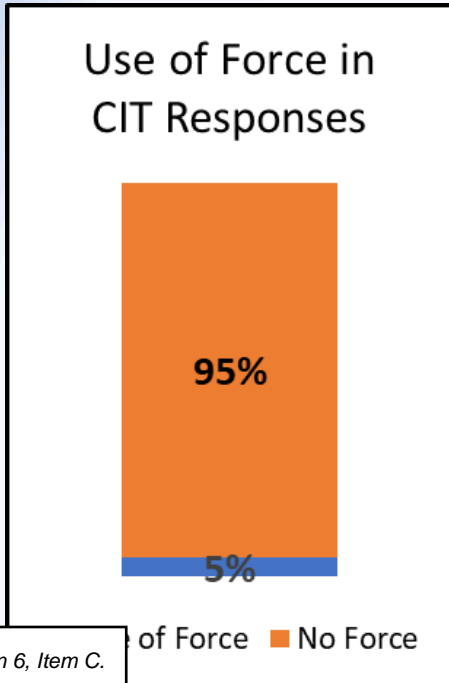
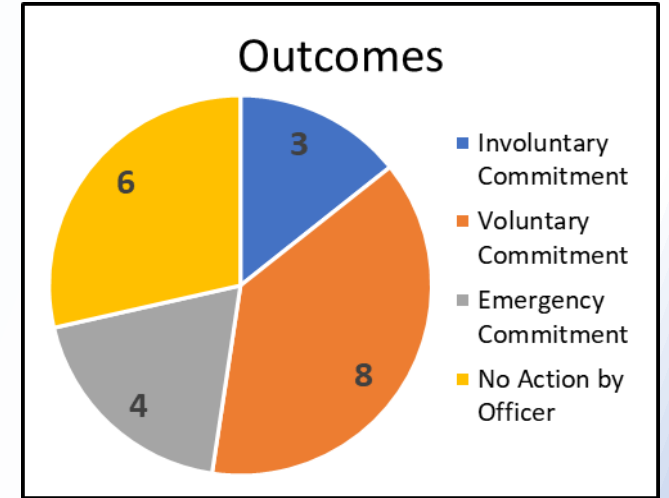
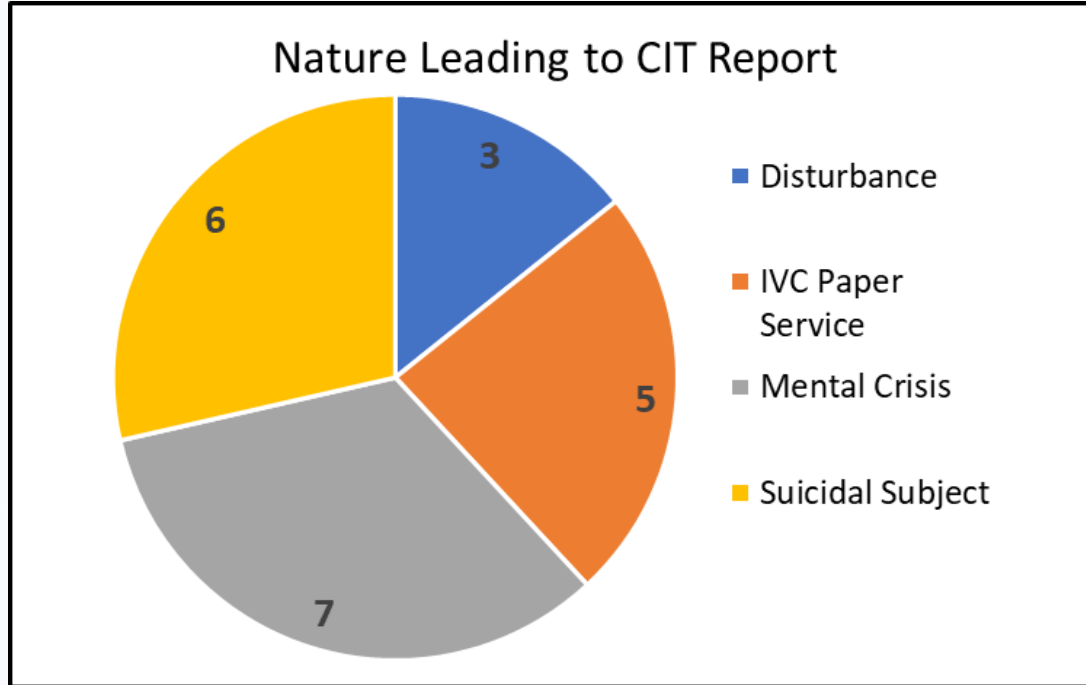
- Subject was detained after finding a concealed rifle in his possession. The subject was not following commands given by officers. While handcuffed, the subject elbowed an officer by swinging his arm upwards at the officer's head. The subject was taken to the ground until he was placed into a caged patrol vehicle. *(Physical – significant)*
- A subject was being detained during a larceny investigation. The subject was trying to get away from officers and continued to say she had something to get rid of. She continued to actively resist the officers' commands and was trying to get away. Officers grabbed the subject and held her arms so she could be placed in the back of the patrol vehicle. *(Physical – moderate)*
- An underage subject was impaired and walking down Churton Street. The subject verbally threatened officers and was subsequently grabbed from behind to detain him and make sure he did not have any weapons. *(Physical – moderate)*
- 1 use of force involved a subject in crisis and is detailed in the Mental Health Calls section.



Mental Health/Crisis Response Calls

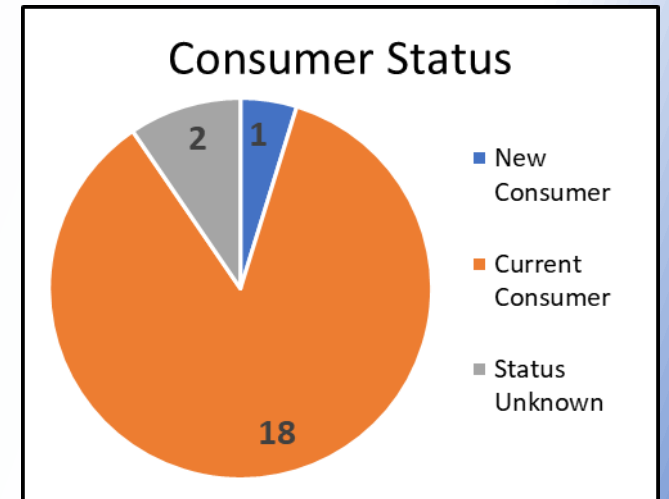
This section presents information on HPD responses to subjects having mental health issues or in crisis. The term “consumers” is used to describe these individuals. Data presented is based on reports in HPD’s records system.

Jan – Mar 2023	
<u>CIT Reports</u>	21
<u>Responses with Use of Force</u>	1
<u>Responses with Juvenile Consumer</u>	1



Details of Use of Force Situations:

- Officers had to take an adult consumer to the ground to secure him in handcuffs in order to involuntarily commit him. He was in a serious mental crisis and was actively resisting the officers. *(Physical – moderate)*



Multiple Reports: There were two adult consumers with multiple reports this period. Both consumers had two reports each.

Marijuana (Schedule VI) Seizures

This section presents information on seizures of marijuana (MJ) and marijuana-related paraphernalia (P).
Drugs and paraphernalia not related to marijuana are not included.

Jan - Mar 2023	
Individuals with MJ/P Seized	11
Disposition	
No Resulting MJ/P Charge	9
Referred to OCPAD	0
Charged with MJ/P Only	0
Charged MJ/P w/ other criminal charges	2

Demographics			
B	W	H	O
6	4	1	0
Disposition			
5	3	1	0
0	0	0	0
0	0	0	0
1	1	0	0

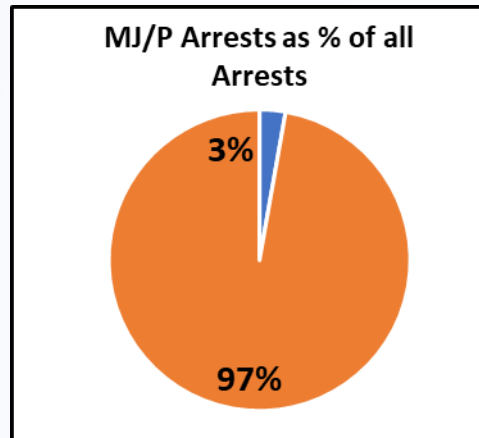
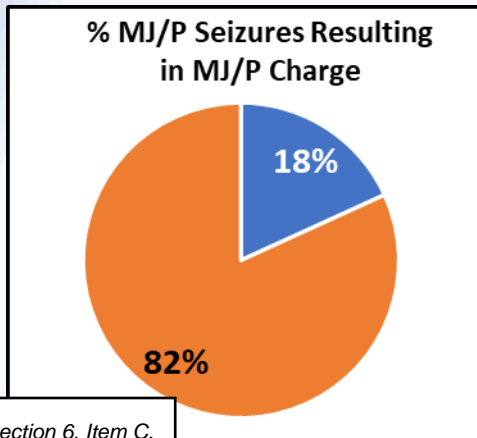


MJ/P Arrests as % of total arrests	
MJ/P Seizures	11
Arrests with MJ/P Charges	2
All Other Criminal Arrests	70

% MJ/P Seizure w/ arrest	MJ/P Arrests as % of all Arrests
18%	3%

Detail on cases Charged (2):

- Juvenile found during a traffic stop with marijuana, scales, bags, cash and a handgun. Charged by juvenile petition with PWISD and CCW.
- Subject charged during a traffic stop with red light violation, DWLR, Open Container and Possession of Paraphernalia.



Traffic Enforcement Efforts

The Hillsborough Police Department spends time focusing on traffic issues that are received directly from our citizens and as part of the statewide Governor’s Highway Safety Program. HPD also incorporates locations where there have been accident trends as focus areas for enforcement efforts.

Local Complaints and Focus Areas			
Location	Complaint	Time Spent	Actions
500 Blk of Forrest Street	Speeding	3 hrs	No Violations
N. Cameron and Caine	Stop Signs	3 hrs 30 mins	No Violations
Cornwallis Hills	Stop Signs	3 hrs 21 mins	3 Stops (3 VW)
Becketts Ridge	Speeding/ Stop Signs	3 hrs 22 mins	9 stops (1 Cit, 5 WW, 3 VW)
Fairview Community	Speeding/Stop Signs	5 hrs 38 mins	2 Stops (1 WW, 1 VW)
Queen and Hassel	Stop Signs	1 hr 55 mins	No Violations
Lakeshore Drive	Speeding	6 hrs 36 mins	11 Stops (9 Cit, 1 WW, 1 VW)
Nash and Union	Speeding, Passing School Buses	1 hr 30 mins	5 stops (1 WW, 4 VW)
Nash and Eno	Stop Signs/Crosswalks	6 hrs 32 mins	8 stops (3 Cit, 5 VW)
Orange Grove Street	Speeding	4 hrs, 21 mins	No Violations
TOTALS		39 hrs 45 mins	38 stops (13 Cit, 8 WW, 17 VW)

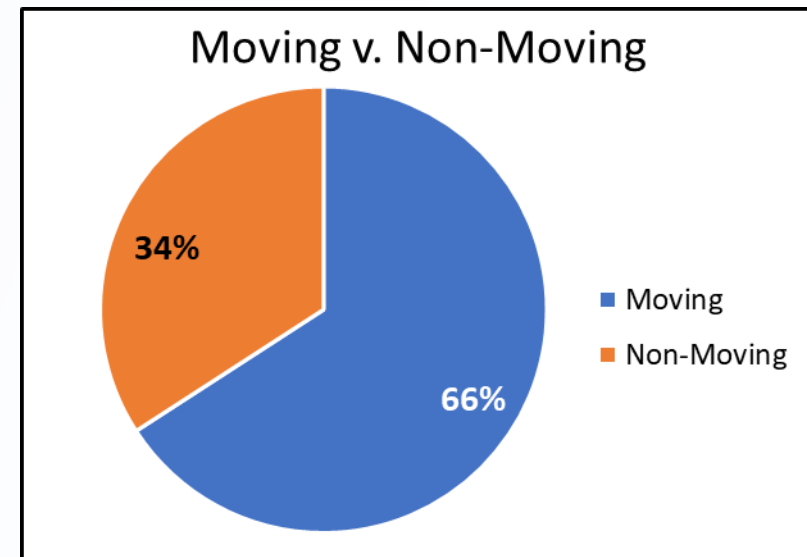
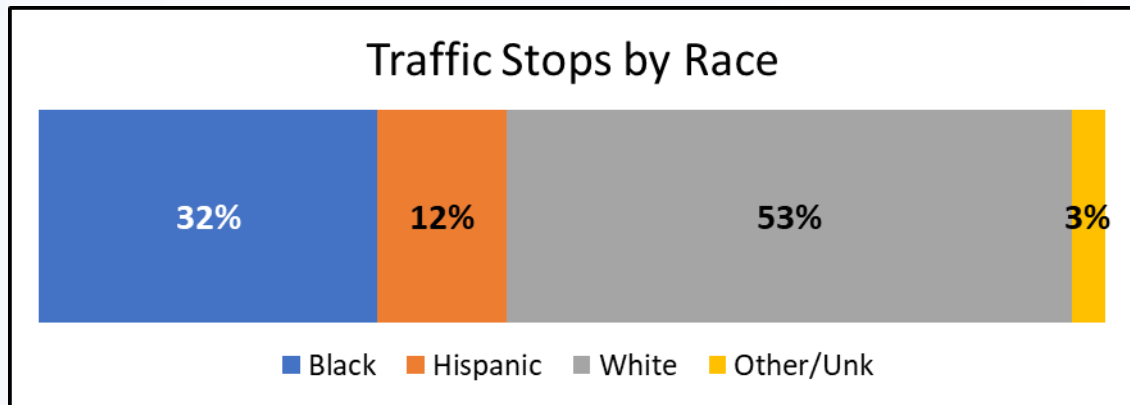
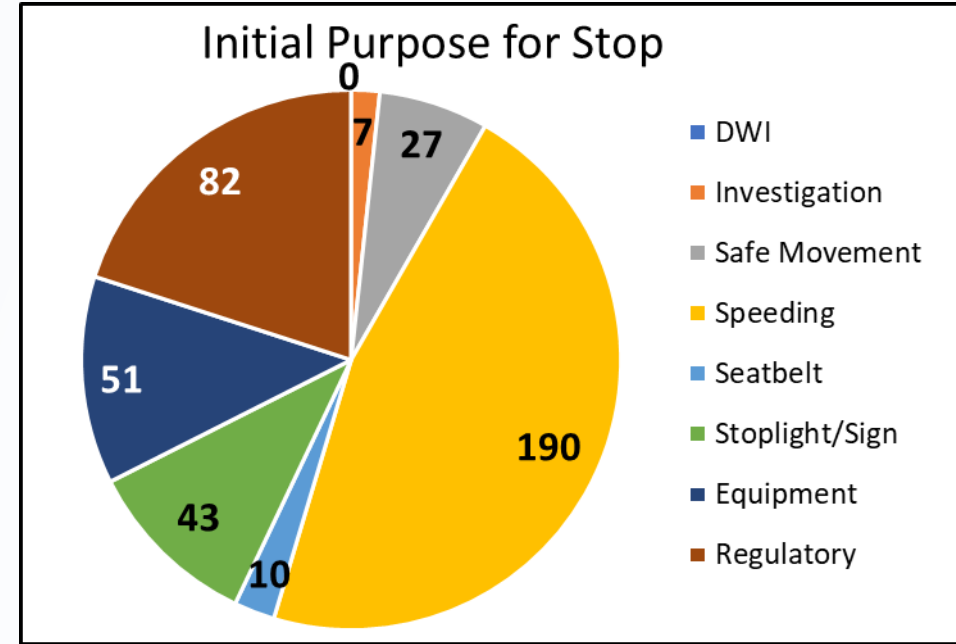
Cit=Citation
 WW=Written Warning
 VW=Verbal warning

Governor’s Highway Safety Program Participation	
Campaigns	
St. Patrick’s Booze it & Lose it	17 traffic violation charges, 2 criminal charges
Non-Campaigns (Hillsborough Specific)	
Daytime Enforcement	18 hours, 14 Operations
Nighttime Enforcement	13 hours, 4 operations
Seatbelt Enforcement	1 hour, 1 operation

Speed Sign(s) Placement	
S . Churton/Windmill St.	Jan 2nd thru Jan 16th
Tulip Tree Rd.	Feb 9th thru Feb 19th
Revere Rd.	Mar 23rd thru Mar 31

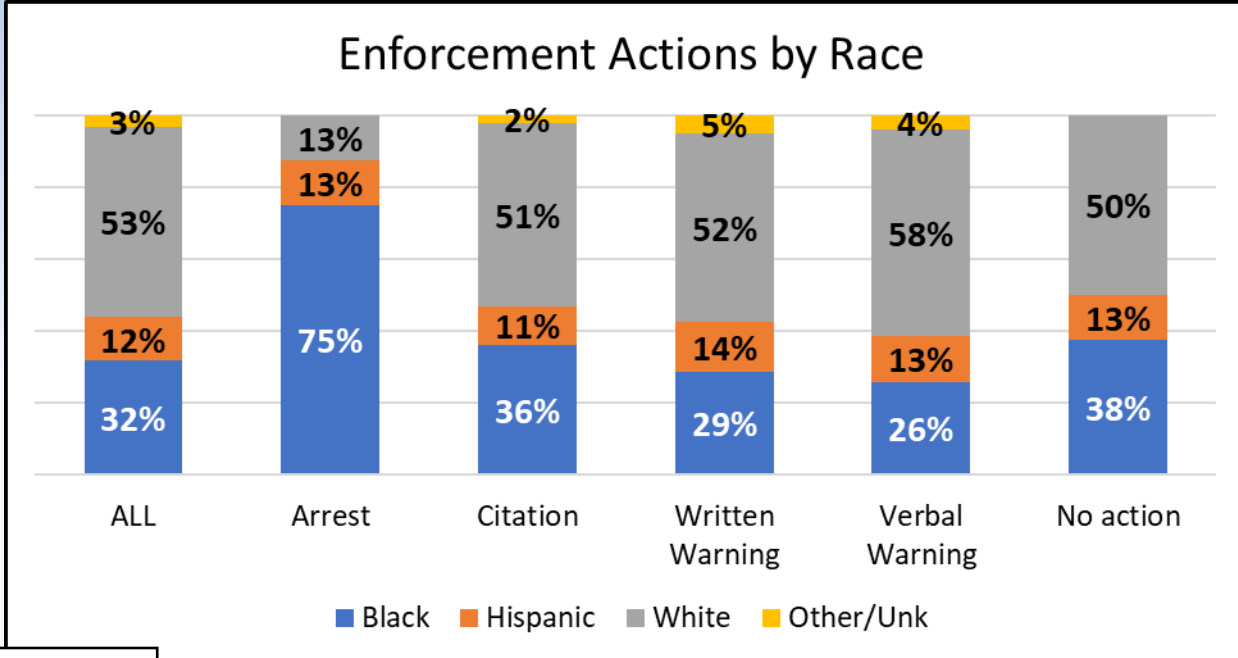
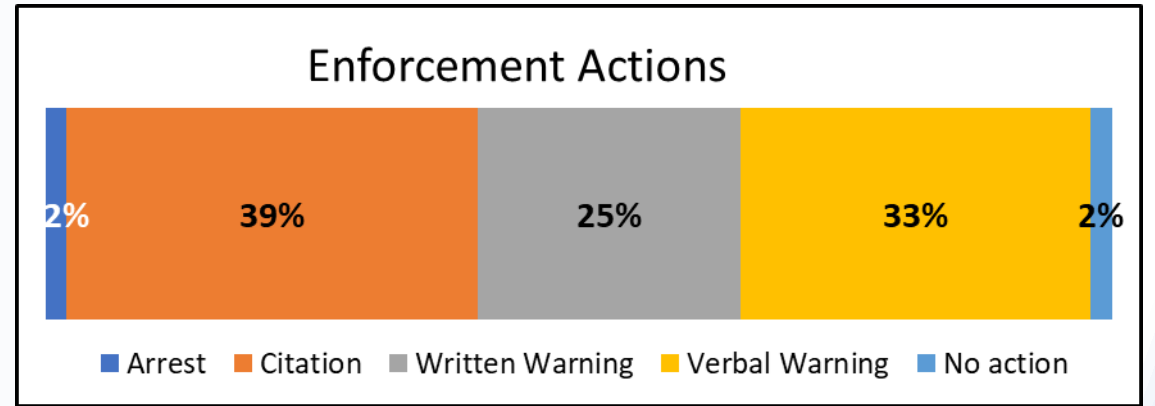
Traffic Stop Data (General)

1 st Quarter	Traffic Stops and Initial Reason				
	Total	Black	Hispanic	White	Other/Unk
Total Traffic Stops	410	130	50	217	13
DWI	0	0	0	0	0
Investigation	7	3	0	4	0
Safe Movement	27	9	2	16	0
Speeding	190	52	33	97	8
Seatbelt	10	4	0	6	0
Stoplight/Sign	43	7	4	32	0
Equipment	51	22	4	22	3
Regulatory	82	33	7	40	2

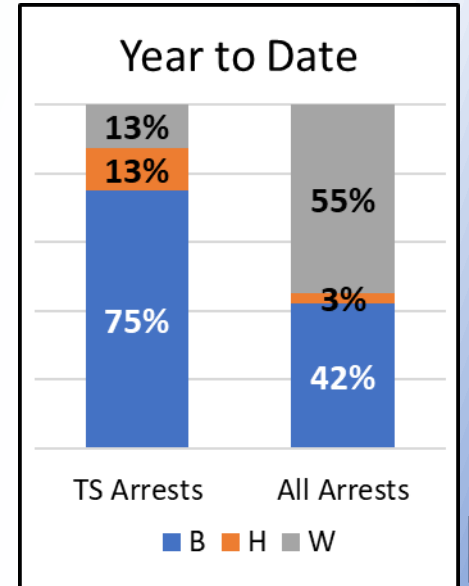
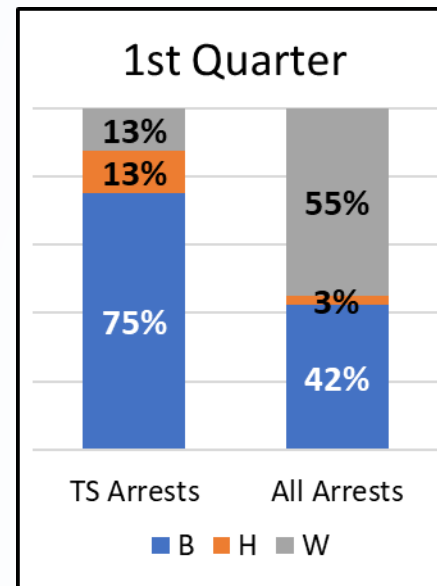


Traffic Stop Data (Enforcement)

1 st Quarter	Enforcement				
	Total	Black	Hispanic	White	Other/Unk
All Enforcement	410	130	50	217	13
Arrest	8	6	1	1	0
Citation	158	57	17	81	3
Written Warning	101	29	14	53	5
Verbal Warning	135	35	17	78	5
No action	8	3	1	4	0

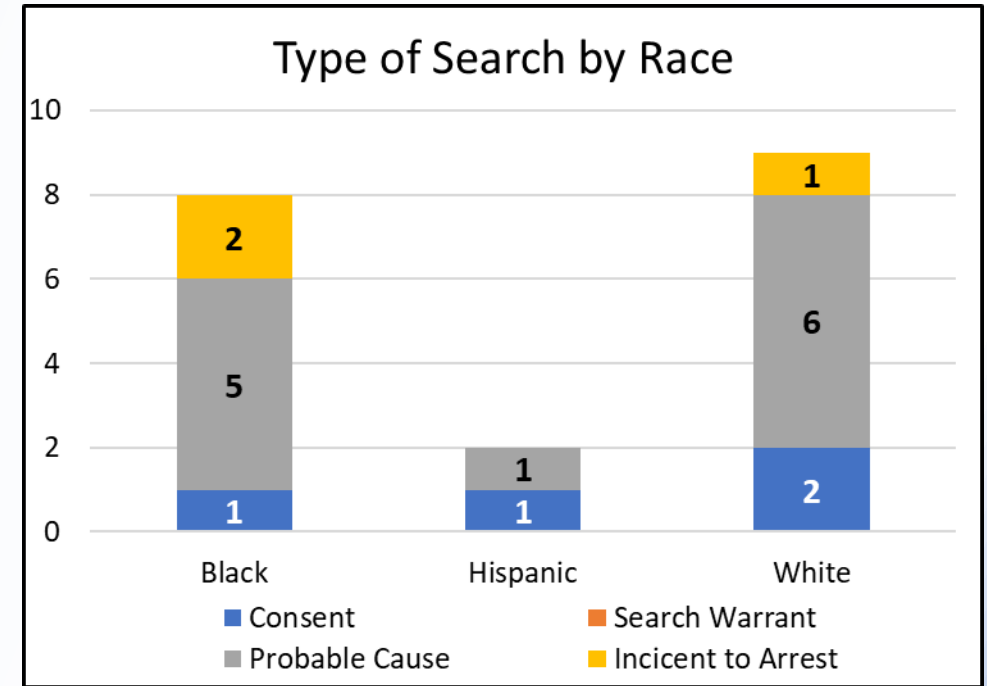


Traffic Stop Arrests Compared to All Arrests

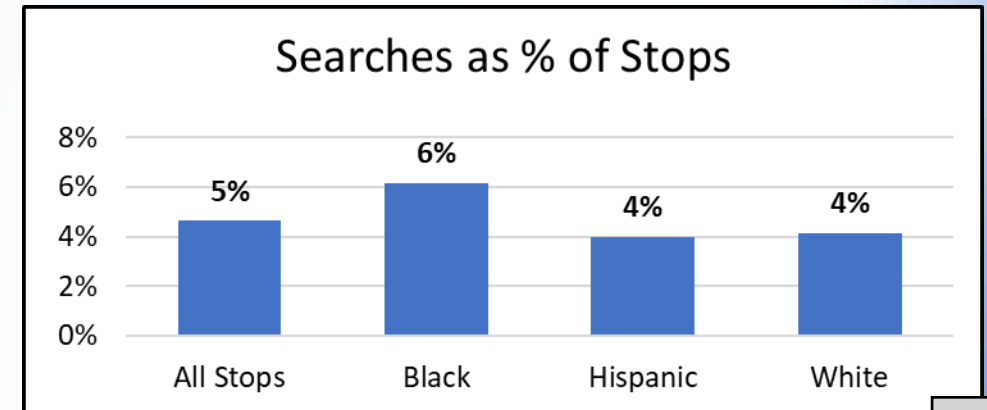


Search Data

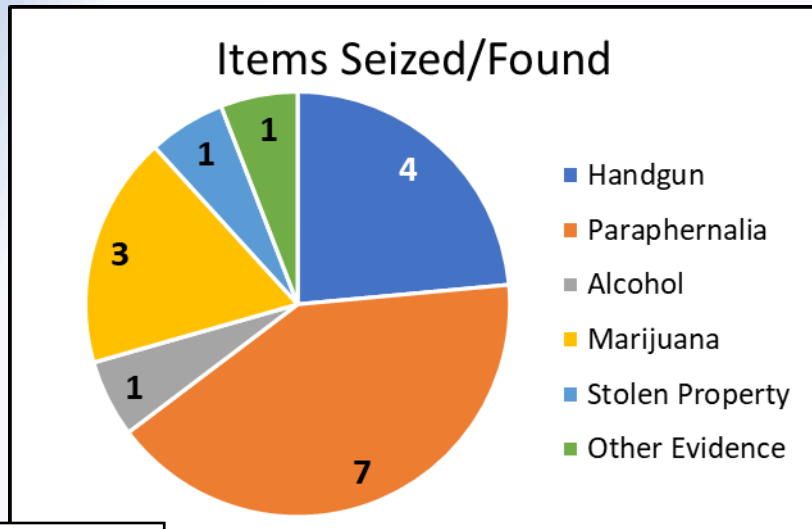
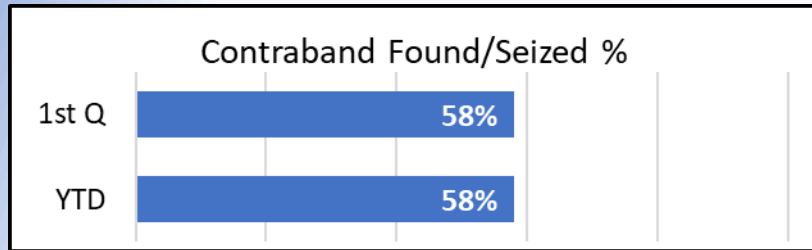
1 st Quarter	Search Data – Search Types				
	Total	Black	Hispanic	White	Other/Unk
Total Traffic Stops	410	130	50	217	13
Total Searches	19	8	2	9	0
Consent	4	1	1	2	0
Search Warrant	0	0	0	0	0
Probable Cause	12	5	1	6	0
Incident to Arrest	3	2	0	1	0
Protective Frisk	0	0	0	0	0



1 st Quarter	Search Data – Basis/Reason for Search				
	Total	Black	Hispanic	White	Other/Unk
Total Searches	19	8	2	9	0
Erratic/Suspicious Behavior	2	1	1	0	0
Observed suspected Contraband	11	6	0	5	0
Other Official Information	2	1	0	1	0
Suspicious Movements/Actions	0	0	0	0	0
Informant Tip	0	0	0	0	0
Multiple Basis Noted	4	0	1	3	0



Contraband Found?				
		Yes	No	Hit%
Total Searches	19	11	8	58%
Consent	4	2	2	50%
Search Warrant	0	0	0	na
Probable Cause	12	8	4	67%
Incident to Arrest	3	1	2	33%
Protective Frisk	0	0	0	na



Search Data (continued)

Search Details

- 3 searches were done after (incident to) an arrest.
- 4 searches were based on consent:
 - Subject asked for consent due to a gun being in car and history of drug activity. Concealed weapon found.
 - Subject asked or consent due to prior drug history/arrests. Nothing found.
 - Driver being investigated for possibly being impaired by drugs asked for consent. Paraphernalia found (not charged).
 - C&R driver with possible mental issues asked for consent to search for weapons due to behaviors and statements made. Nothing found.
- 12 searches were based on Probable Cause
 - 5 were due to odor of Marijuana and driver admitting to having MJ in car or recently in car.
 - 2 were based on K-9 alerts.
 - 1 was a wanted subject, the odor of MJ in car, and driver admitting to having open container of alcohol.
 - 1 was based on the odor of marijuana, a handgun in plain view and a K-9 alert.
 - 1 was based on the odor of marijuana.
 - 1 was based on seeing stolen property in vehicle after a larceny suspect jumped and ran.
 - 1 was based on stopping a person fictitiously using a red light in his car.

Of the 19 incidents with searches, 9 (47%) involved an arrest or criminal charge. Of those 9, only 5 involved charges resulting from contraband found during the search. The other 4 arrests were not connected with the search, or the search was done as a result of the arrest.

Department Training

Training Hours	1 st Q	2 nd Q	3 rd Q	4 th Q	YTD
Mandatory	402				402
Non-Mandatory	640				640
Goal: >40 hrs/employee of non-mandated training annually					
Avg hrs/employee	21.3				21.3

Elective Trainings Completed

- Phuong - CIT (40 hours)
- Burnette/Chestnut - Verbal De-Escalation (8 hours)
- Darden - Police Law Institute (76 hours)
- Darden - Drug Enforcement for LEO (24 hours)
- Duran - Retrain Canine Handlers Course (160 hours)
- Mendoza - SFSTs (32 hours)
- Hall - Field Training Officer (40 hours)
- Morales - Officer Survival I (44 hours)
- Blackwell - ASTD Training (7 hours)
- Simmons/Trimmer - AR-15 Armorer Class (32 hours)
- Spragins - Human Trafficking Protocol (6 hours)
- St. Pierre - Cell Hawk Training (24 hours)
- West - Mind of a Violent Offender (8 hours)
- West - INTOX (35 hours)
- West - Credible Leadership (100 hours)
- White - RTI Policing Symposium (12 hours)
- Felts - NCHIA Homicide Conference (40 hours)
- Gregory/Felts/Blackwell - FBI Supervisory Leadership Institute (28 hours)

Mandatory Training

- RADAR Recert (16 hours, 2 employees)
- INTOX Recert (8 hours, 3 employee)
- FEMA ICS 100 (1 hour, 10 employees)
- 2023 DCI Security Awareness (1 hour, 30 employees)
- SFST Refresher (8 hours, 10 employees)
- 2023 Legal Update for LE (4 hours, 30 employees)
- Mental Health Responses (2 hours, 30 employees)
- Recognizing Fake IDs (1 hour, 30 employees)
- General Instructor Update: It's Your Show! (1 hour, 10 employees)
- DCI General Inquiries (8 hours, 6 employees)
- FEMA NIMS 300 & 400 (40 hours, 1 employee)

Highlight: Scenario Based/ VR Training

Officers with the Hillsborough Police Department participated in a study with graduate students from UNCG. The officers completed three traffic stop scenarios each using our VR system.

Type	Hours	Attendance
VR	10	7
Scenario Based Training	20	20

218

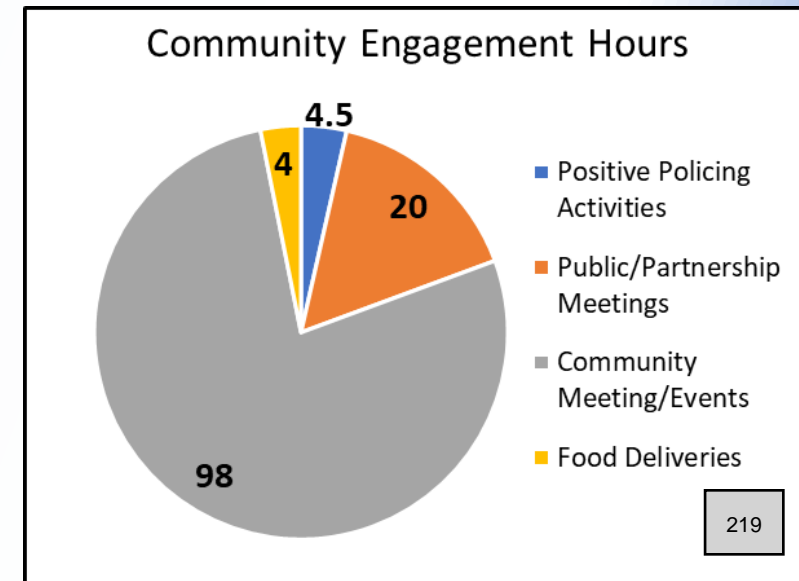
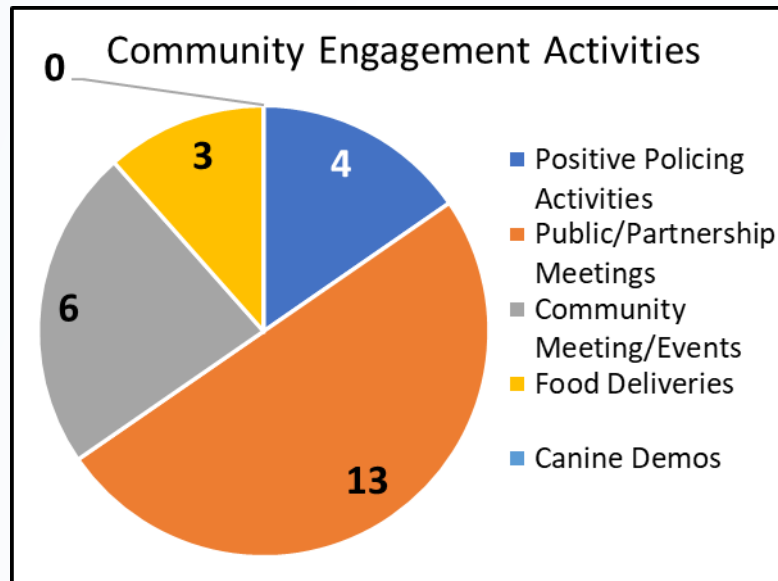
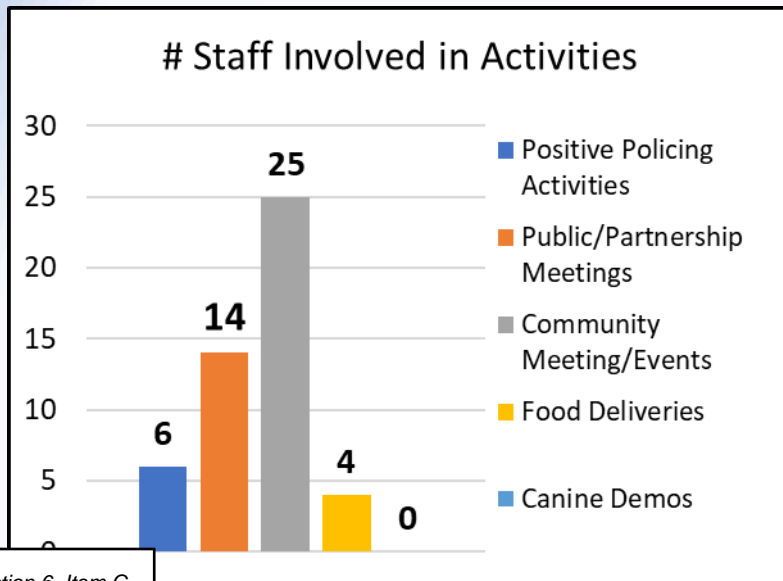
Community Engagement

Definitions

- Positive Policing Activity – Services and actions by officers that go beyond the typical definition of policing. This can include acts of kindness and service, helping with problems, and providing meals or support to community members.
- Public/Partnership Meetings – Meetings with an agenda focused on community issues that intersect with policing such as Board of Commissioners or Project Safe Kids meetings.
- Community Meetings/Events – Community-based activities organized by the department or the community where officers attend, collaborate and/or coordinate, such as community watch meetings or events like Fairview Live.
- Food Deliveries – Assisting with food delivery to Hillsborough residents with mobility challenges such as Meals on Wheels and Passmore Center food box deliveries.
- Canine Demos – Educational demonstrations put on by HPD canine teams.

Community Engagement Activities		
Activity	#	hours
Positive Policing Activities	4	4.5
Public/Partnership Meetings	13	20
Community Meeting/Events	6	98
Food Deliveries	3	4
Canine Demos	0	0
TOTALS	26	126.5

Total Staff Participating in Community Engagement Activities this Quarter	Number	% of staff
	21	70%



Community Engagement

Positive Policing Activities

- 2/21/23: While officers were on scene of a fraud call at Wendy's, an officer was approached by a female and a small child in the parking lot. She explained they were lost. The driver got on what she thought was I-40 East, but it turned out to be I-85. The officer assisted the female by explaining how to get back to I-40 and gave her directions to get to Goldsboro. After the female secured the child in the car seat, the officer assisted her with putting her destination in the map system on her phone and getting her safely on her way.
- 2/27/23: Officers checked out with a disabled vehicle on Churton Street. Even though it was raining, officers assisted the citizen by changing the tire on the vehicle.
- 3/10/23: A woman came in to translate for a mother whose son had gotten into a domestic and had his phone broken. She couldn't find him but knew the incident occurred near Walmart. An officer overheard and helped by calling a Deputy and found out her son was arrested during the domestic. The jail was contacted and we were advised that the male had just walked out the door so they were advised to go to the new jail and attempt to locate the male there.
- 3/17/23: An elderly female in our community is physically disabled and is going to have surgery leaving her immobilized and unable to grocery shop or cook for herself. An employee created several single-serve meals and delivered them to her.

Community Events/Activities

- Crafts with a Cop (02/07)
- Stories with HPD (02/15)
- Straw for Dogs (02/17)
- First Responders Trust Program (02/28)
- Red Cross Blood Drive (03/01)
- P.H.E Workplace Safety Presentation (03/15)
- Orange County DSS Workplace Safety Presentation (03/22)



Employee Accomplishments/Awards

Officer of the Quarter



Officer Nevin Darden

Officer Darden embodies Hillsborough Policing by interacting with the community, providing leadership, and has a level of productivity that motivates those around him.

Advancement:

Officer Nevin Darden was advanced to Police Officer 1st Class

Other Accomplishments/Awards:

- Officer Curry Hall was awarded his Advanced Law Enforcement Certificate
- Sgt. Tim Corbett was recognized by Don Rabon of Successful Interview Techniques for the completion of 120 hours of interview training.
- Lt. Chip White received a Commendation for following up on a situation involving a subject with a self-inflicted gunshot wound to ensure the hospital staff were aware of the circumstances, and as a result of his actions the subject received psychiatric care that he needed.

Quarterly Community Engagement Award



Officer Curry Hall

Officer Hall has a great love for this community and goes out of his way to help citizens. His citizen interactions earn him praise from all over Hillsborough.





Public Works Report: April 2023

Work Orders

13 completed within two days

Public Spaces

85 staff hours

Cemetery

2 graves marked

Stormwater Maintenance

420 linear feet, 29 staff hours

Inspections

2 Utility Cut Permits

Special Events

Last Friday's – 4 staff hours, River Park Concert – 5 staff hours

Training

1 Staff completed NIMS training, 1 staff attended UNC's school of government Supervisor training

Asphalt Repairs

2 Utility Cuts repaired, and 2 road failures repaired



TOWN OF
HILLSBOROUGH

Utilities Department Status Report for Apr. 2023 (covering Mar. 2023)

PROJECT/CATEGORY	STATUS
WTP	A valve stem on a filter has broken and needs to be repaired right away. The plant is running its remaining two filters but must curtail flushing the interconnections and watching demands during this time. Contractors have been called.
WWTP	The SCACA computer motherboard fried and the computer needs to be replaced. Staff had to work extra hours to monitor the plant during this time. Deputy Director of Water Treatment Jeff Mahagan acted quickly to solicit quotes and schedule the replacement.
West Fork of the Eno Reservoir	The reservoir is around 48.5 feet. Phase II normal pool is 53 feet.
Water Restrictions	None
Developments	RTLTP extension contract has been signed by the developer. Lawrence Road project discussion continues to the next County planning board meeting after two discussions already. Staff is working with developers of Forest Ridge, Collins Ridge, Harmony at Waterstone and Fiori Hills to get through town acceptance or warranty phases.
Lawndale Rehab Project	Setting up a project page to send a mailer to residents. 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	<p>We have paperwork for our \$100,000 grant for water system master planning from the state and are ready to sign a contract with Hazen & Sawyer. The resolution to accept this is on this month's consent agenda.</p> <p>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. We received some guidance on the OWASA Booster pumping station STAG award. Will work through that. A formal application is required.</p> <p>Nothing on the FEMA BRIC awards. Paperwork processing is slow.</p> <p>We submitted the Eno River Interceptor project to Rep. Meyer's office. Awaiting next steps.</p>
System Development Fee Analysis	Raftelis is working on our system development fee analysis. Due to law revisions, it is more intensive than earlier. We must identify all developer donated and grant projects as these need to be backed out of the calculations. The proposed fees will need to be on public notice for 45 days prior to adoption. This may extend beyond the budget adoption, unfortunately.
Staffing	Utilities is fully staffed! Some staff participated in the Engage Hillsborough event on 4/29.
Water and Sewer Advisory Committee (WSAC) Activities	WSAC recommends some bill layout adjustments for which the director must discuss with the financial services department. WSAC is meeting bimonthly and the next meeting is in June.