

A RESOLUTION APPROVING CHANGES TO THE WATER AND SEWER
MANAGEMENT, PLANNING, AND BOUNDARY AGREEMENT

Resolution No. 08/2010-11

WHEREAS, in 2001, Carrboro, Chapel Hill, Hillsborough, Orange County, and the Orange Water and Sewer Authority adopted a Water and Sewer Management, Planning, and Boundary Agreement (WASMPBA); and

WHEREAS, in 2006, the Efland-Mebane Small Area Plan, which studied a specific area of Orange County's jurisdiction, was adopted by Orange County; and

WHEREAS, said adopted plan recommends modifications to the to the WASMPBA; and

WHEREAS, amendments to the WASMPBA require the approval of all signatories; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Carrboro:

1. Approves the changes in the Efland-Mebane corridor to the map titled Appendix A Water and Sewer Management Planning and Boundary Agreement, as presented in the agenda materials.

WATER AND SEWER MANAGEMENT, PLANNING AND BOUNDARY AGREEMENT

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

WITNESSETH:

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

I. PREAMBLE

A. Charge to the Water and Sewer Boundary Task Force

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

B. Purpose of Water and Sewer Boundary Agreement

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

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

A. Effective Date of the Agreement

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

B. Term of Agreement

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

C. Procedure for renewal

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

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

1. Any change to the agreement (including boundaries) requires approval of all parties to the agreement.

2. The addition of other parties to this agreement shall be by consent of the current parties.

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

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

F. Accountability of Future Parties

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

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

The water and sewer providers that are parties to this agreement will be provided courtesy review and the right to provide written input into utility design and the provision of easements for all new major subdivisions and other residential and non-residential site plan approvals within their service area and

interest area. The party to this agreement with development plan review authority shall retain approval authority for all development proposals within its planning jurisdiction.

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

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

III. DEFINITIONS

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

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

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

OWASA's Long-Term Interest Area is hereinafter referred to as OWASA's "interest area."

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

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

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

- ◆ the well water supply system is contaminated with a microbial, chemical or other agent which is known to cause disease or other serious health effects;
- ◆ the well water supply system is not reparable to the point where the contamination can be eliminated;
- ◆ the water from the well water supply system is not treatable prior to withdrawal to the point where the threat of disease or serious health effects is eliminated;
- ◆ there is no alternate location on-site for a new well water supply system which can be permitted under Orange County Health Department regulatory

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

A description of these terms and their application is provided in Section VI of this Agreement.

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

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

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

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

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

Water and/or Sewer Provider: A municipal corporation, county, private non-profit water system, or public water and sewer authority

under the N.C. General Statutes that provides water and/or sewer service to the public.

IV. BOUNDARIES

A. Service Areas and Interest Area Boundaries

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

B. Adherence to Boundaries

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

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

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

V. PROCEDURES FOR PROVIDING SERVICE

A. Policy Issues

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

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

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

C. Policy of "first-refusal"

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

VI. LIMITATIONS ON SERVICE

A. Prohibitions and Limitations on Extension Into Interest Areas

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

3. *ibid.*

B. Adverse Public Health Conditions

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

An adverse public health condition exists where:

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

The following terms used in the criteria above mean:

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

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

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

or system modification, flow reduction or other measures calculated to improve functionality of the system.

2. In the case of an existing well water supply system(s), it meets all of the following criteria:

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

The following terms used in the criteria above mean:

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

Well Water Supply System: A well water supply system is any well that is intended for use or is usable as a source of water supply for domestic use (including household purposes, farm livestock, or gardens) and the pump and

pipe used in connection with or pertaining thereto, including well pumps, distribution pipes, plumbing pipes, tanks, fittings, and water treatment devices.

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

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

C. Sizing of Lines Extended Into Interest Areas

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

D. Controlling Access to Lines In Interest Areas

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

E. Siting of Essential Public Facilities Within Interest Areas

The location of some essential public facilities, particularly schools, requires special consideration for access to public water and sewer lines.

Where possible, schools shall be sited in a manner that promotes the efficient use of existing water and sewer service. Preferably, a set of criteria governing such situations would be developed based on consultations between the appropriate school boards and the elected officials of affected jurisdictions, and applied as necessary.

Publicly-owned facilities other than a public school shall be located in a manner that promotes the orderly provision of water and sewer service. The preferred method of connection is to lines that already exist, or in a manner that would minimize the need to extend existing lines.

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

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

VII. WATER TRANSFERS AND WASTEWATER TRANSFERS

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

Emergency water transfers are transfers that:

1. Are made for short-term duration. For the purpose of this Agreement, short-term duration shall be reviewed at 30 days, 60 days and 90 days, with subsequent 90-day intervals up to one year, as per the following process:
 - a. After 30 days duration, a memo from the chief administrative officials of the service providers will be sent to the managers of the jurisdictions that are parties to this Agreement. The memo shall document the emergency, steps being taken to address the situation, and notify the managers of the potential for a longer period of the emergency water transfer.
 - b. At 60 days, the service provider sending the water shall notify its elected board (or, in the case of OWASA, the member government elected boards) on the status of the emergency and provide opportunity for the boards to review and comment on the situation. The receiving provider shall provide similar information.
 - c. Between 60 days and 90 days from inception of transfer, the elected boards which exercise planning jurisdiction on either side of the boundary in which the service is provided shall review and approve or not approve the continuation of the transfer beyond 90 days. If continuation of the transfer is approved, it may continue for an additional 90-day period. Approval shall be required for each subsequent 90-day period, with a maximum emergency water transfer duration of 365 days from inception. Lack of action by the elected boards as provided in this subsection

constitutes approval for the subsequent 90-day period.

- d. At the 30-day point, the service provider shall determine that adequate water and other resources and facility capacities are available to support the extended emergency transfer without adversely affecting the quality and quantity of water supply and services to customers within its service area, and without adversely affecting environmental quality within its service area;

AND

2. Are not intended to provide raw or finished water supply necessary to support new growth and development within the service area of the service provider receiving the transfer. Neither party shall, in planning for future growth and associated increases in water supply needs, rely upon water from the other party supplied under this agreement to serve such growth.
 - a. A service provider experiencing a water emergency and receiving emergency water transfers must agree to act expeditiously and adequately to mitigate and remove the causes of the emergency conditions.

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

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

of Directors and the elected boards of Carrboro, Chapel Hill and Orange County.

C. Wastewater Transfers

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

VIII. LINKAGE TO OTHER AGREEMENTS

Linkages to Other Agreements

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

- Hillsborough-Durham Service Area Agreement
- OWASA-Durham Service Agreement
- Eno River Capacity Use Agreement
- Hillsborough/Orange-Alamance Water Systems Agreement
- OWASA-Hillsborough Service Agreement
- OWASA-Hillsborough Bulk Water Transfer Agreement
- Chapel Hill-Durham Annexation Agreement
- Mutual Aid Agreement
- Jordan Lake Allocations from NC DEHNR
- OWASA Agreements of Purchase and Sale between 1) OWASA and Carrboro, 2) OWASA and Chapel Hill, and 3) OWASA and UNC

- OWASA Agreement and Policy related to extensions of water and sewer into University Lake Watershed (applicable to water and sewer service to Rangewood Subdivision and Heritage Hills Subdivision)
- OWASA-Orange County Agreements related to Piney Mountain Subdivision sewer service

IX. APPENDICES

- A. Water and Sewer Service Boundaries Map
 - B. Charge to the Water and Sewer Boundary Task Force
 - C. Toolbox of Remedies for Adverse Public Health Conditions
 - D. Joint Planning Area Boundary Map
 - E. Comprehensive Plan Land Use Maps for all Orange County local governments, and of Chatham County
-
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THIS AGREEMENT ENTERED INTO THIS 3RD DAY OF
December, 2001.

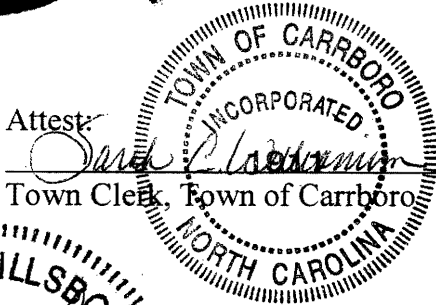
Benny Jacob
 Chair, Orange County Board of Commissioners

Attest: Beverly C. Blythe
 Clerk to the Orange County Board of Commissioners



 Mayor, Town of Chapel Hill

Joe A. Smith
 Clerk, Town of Chapel Hill



Michael R. Nelson
 Mayor, Town of Carrboro

Attest: Dana L. Lammiman
 Town Clerk, Town of Carrboro

Joe Phelps
 Mayor, Town of Hillsborough

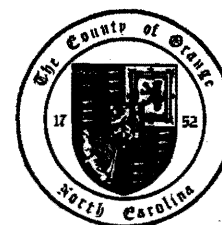
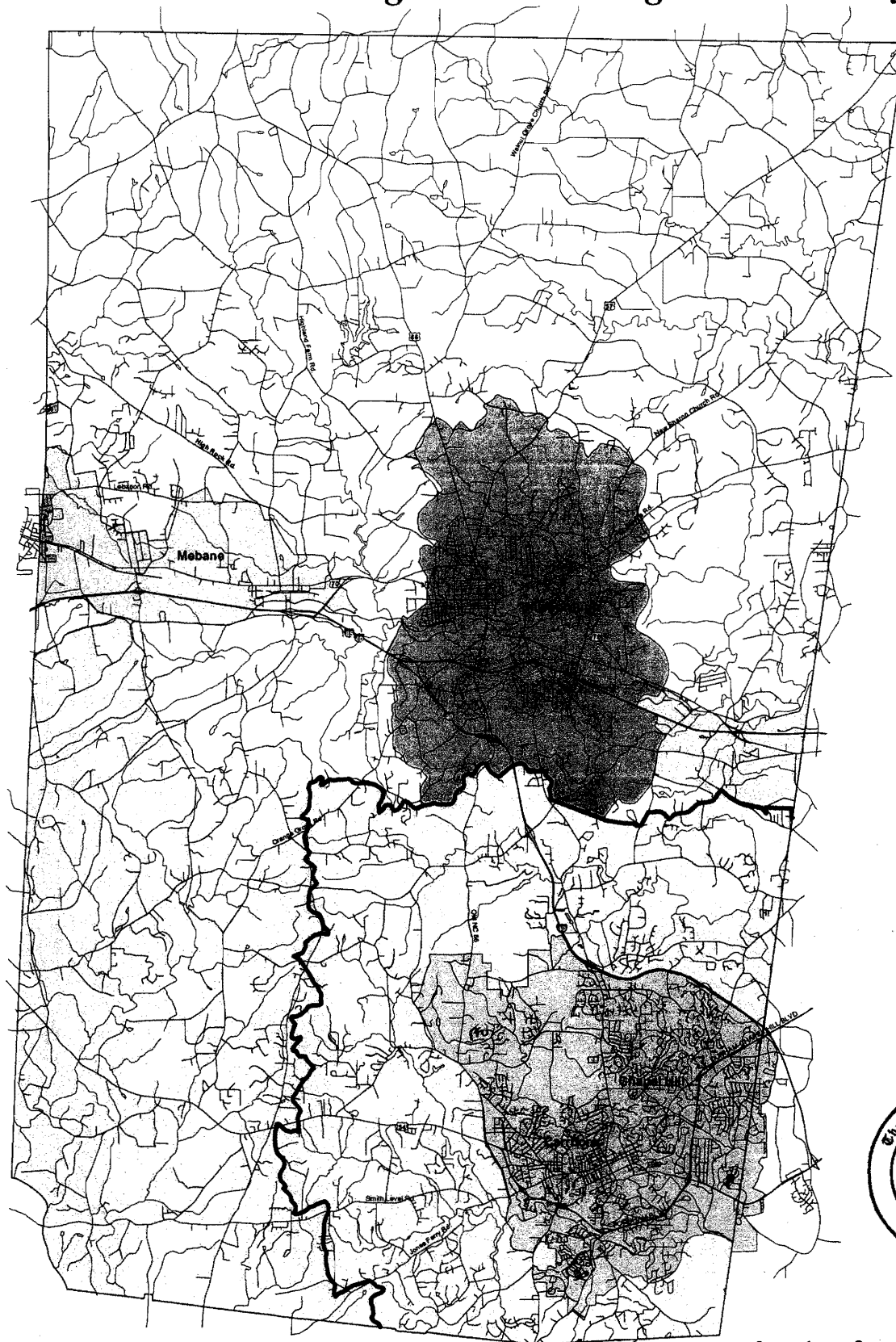
Attest: Anna G. Ambuster
 Clerk, Town of Hillsborough



Bernadette Pelissier
 Chair, OWASA Board of Directors

Jon Hilgen

Water and Sewer Management Planning and Boundary Agreement



0 1 2 3 4
Miles

Legend

Water and Sewer Boundaries

- Hillsborough Primary Service Area
- OWASA Long-Term Interest Area
- Orange County Primary Service Area
- OWASA Primary Service Area
- Orange County Long-Term Interest Area



Rural Buffer
Boundary

Orange County Planning and Inspections Department
Revised Map to show retracted Chapel Hill Urban Service Boundary
Prepared by Carrie Whitehill

11/14/01

Original Map Prepared by Beth McFarland
04/17/97



TOWN OF CARRBORO

NORTH CAROLINA

The following resolution was introduced by Alderman Dan Coleman and duly seconded by Alderman Randee Haven-O'Donnell.

A RESOLUTION APPROVING CHANGES TO THE WATER AND SEWER MANAGEMENT, PLANNING AND BOUNDARY AGREEMENT Resolution No. 130/2009-10

WHEREAS, in 2001, Carrboro, Chapel Hill, Hillsborough, Orange County, and OWASA adopted a Water and Sewer Management, Planning and Boundary Agreement; and

WHEREAS, in 2006, the Efland-Mebane Small Area Plan, which studied a specific area of Orange County's jurisdiction, was adopted by Orange County; and

WHEREAS, in 2006, the joint Hillsborough-Orange County Strategic Growth Plan was adopted by the Town of Hillsborough and Orange County; and

WHEREAS, said adopted plans recommend modifications to the Water and Sewer Management, Planning and Boundary Agreement; and

WHEREAS, amendments to the Water and Sewer Management, Planning and Boundary Agreement require the approval of all signatories to the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO:

Section 1. The Board of Aldermen approves the addition of "Appendix F " reflecting service area boundary changes associated with the Town of Hillsborough and associated changes to Exhibit A of the Agreement; addition of text to Section IV BOUNDARIES, subsection B. Adherence to Boundaries and to Section III, DEFINITIONS.

Section 2. This resolution shall become effective upon adoption.

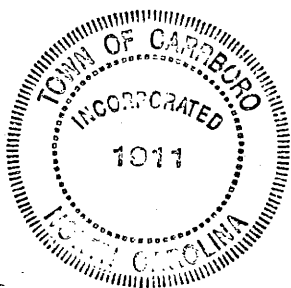
The following resolution having been submitted to a vote received the following vote and was duly adopted this 6th day of April 2010:

Ayes: Dan Coleman, Sammy Slade, Lydia Lavelle, Mark Chilton, Jacquelyn Gist, Randee Haven-O'Donnell

Noes: None

Absent or Excused: Joal Hall Broun

I, Sarah C. Williamson, Town Clerk of the Town of Carrboro, North Carolina, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Carrboro Board of Aldermen at its meeting on April 6, 2010.

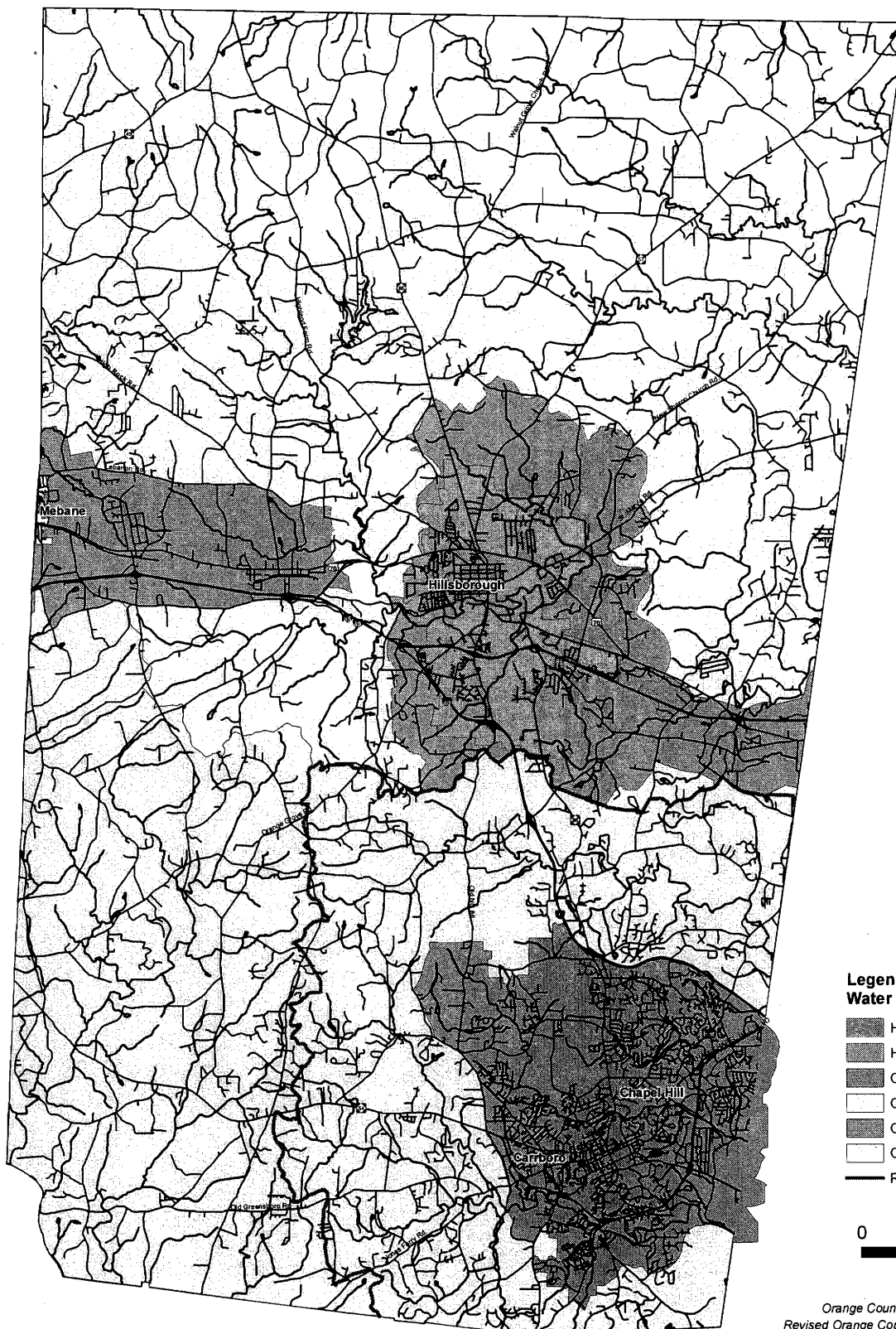


Sarah C. Williamson
Town Clerk

Appendix A

ATTACHMENT D-1

Water and Sewer Management Planning and Boundary Agreement



NOTE: This map shows the boundaries to be in effect if the proposed changes are adopted. [This note to be removed upon adoption]



Legend

Water and Sewer Boundaries:

- Hillsborough Primary Service Area
- Hillsborough Long-Term Interest Area
- OWASA Primary Service Area
- OWASA Long-Term Interest Area
- Orange County Primary Service Area
- Orange County Long-Term Interest Area
- Rural Buffer Boundary

0 1 2 3 4 Miles

Orange County Planning and Inspections Department
 Revised Orange County/Hillsborough boundaries data, March 2010
 Updated street data, 2002
 Updated map, data unchanged, November, 2001
 Original Map, April, 1997

Orange County Planning Staff Comments on Bowman Road Area

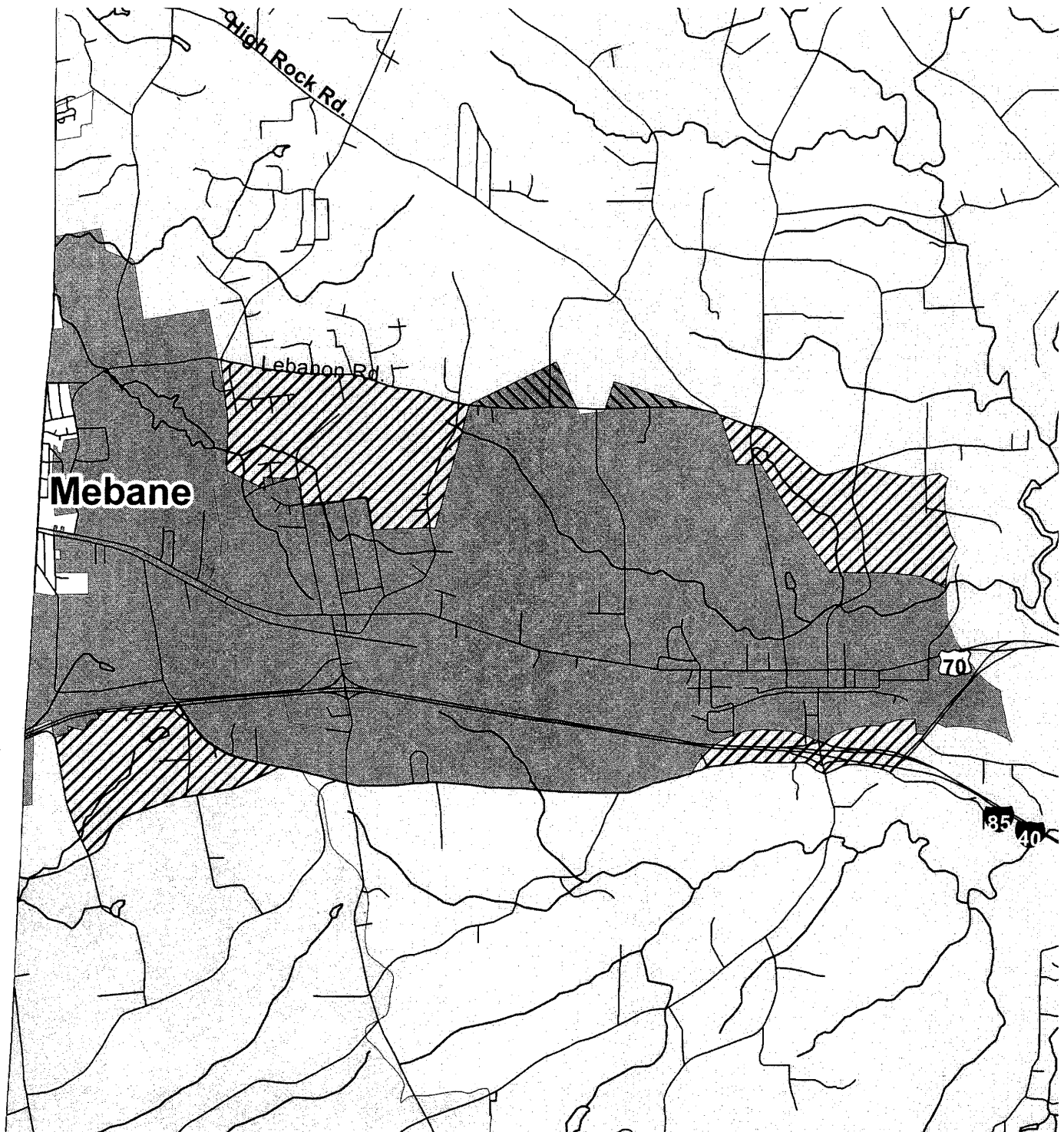
In regards to adding areas potentially developable with water and sewer services, the addition of approximately 1,941 acres to "Urbanizing" areas is a very small impact when considering that approximately 84% of Orange County's Planning jurisdiction is slated to remain rural (see attached Map 1).

The 443 acres to be added to the Primary Service Area north of Bowman Road and south of Interstate 85/40 is located immediately west of a Commercial-Industrial Node, as depicted on the Orange County Comprehensive Plan Land Use Element Map, and west of the Buckhorn Economic Development District (see attached Map 2 which shows both the underlying land use map and areas served by City of Mebane utilities). The 2006 Efland-Mebane Small Area Plan proposes this area for Mixed Use development (see attached Map 3).

Orange County and the City of Mebane have an Interlocal Agreement whereby the City services portions of the I-85/Buckhorn Economic Development District and the Commercial-Industrial Node (which is proposed for future amendment to Economic Development District) with water and sewer services. The City has indicated in discussions that the proposed Mixed Use area to be added to the County's Primary Service Area could be serviceable with utilities given that a regional lift station is located further west on Bowman Road near the county line. Orange County plans propose that Bowman Road/West Ten Road should be the southern limit of more urban development patterns (i.e., areas south of these roads are to remain rural).

Orange County Planning staff believes the proposed addition of areas to the County's Primary Service Area along with upcoming County Land Use Plan amendments will facilitate targeted development in designated County growth areas (which are located in the vicinity of major transportation corridors) while preserving much of the county's overall rural character.

Proposed Changes to Water and Sewer Management Planning and Boundary Agreement



Legend

Proposed Changes

- Original Orange County Primary Service Area to be Retained
- Added Orange County Primary Service Area
- Removed Orange County Primary Service Area
- Added to Hillsborough Primary Service Area
- Existing Primary Service Area to be changed to Long-Term Interest Area
- Original Hillsborough Primary Service Area to be retained

Water and Sewer Boundary

- OWASA Long-Term Interest Area
- Orange County Primary Service Area
- OWASA Primary Service Area
- Orange County Long-Term Interest Area
- Rural Buffer Boundary

0 1 2 Miles

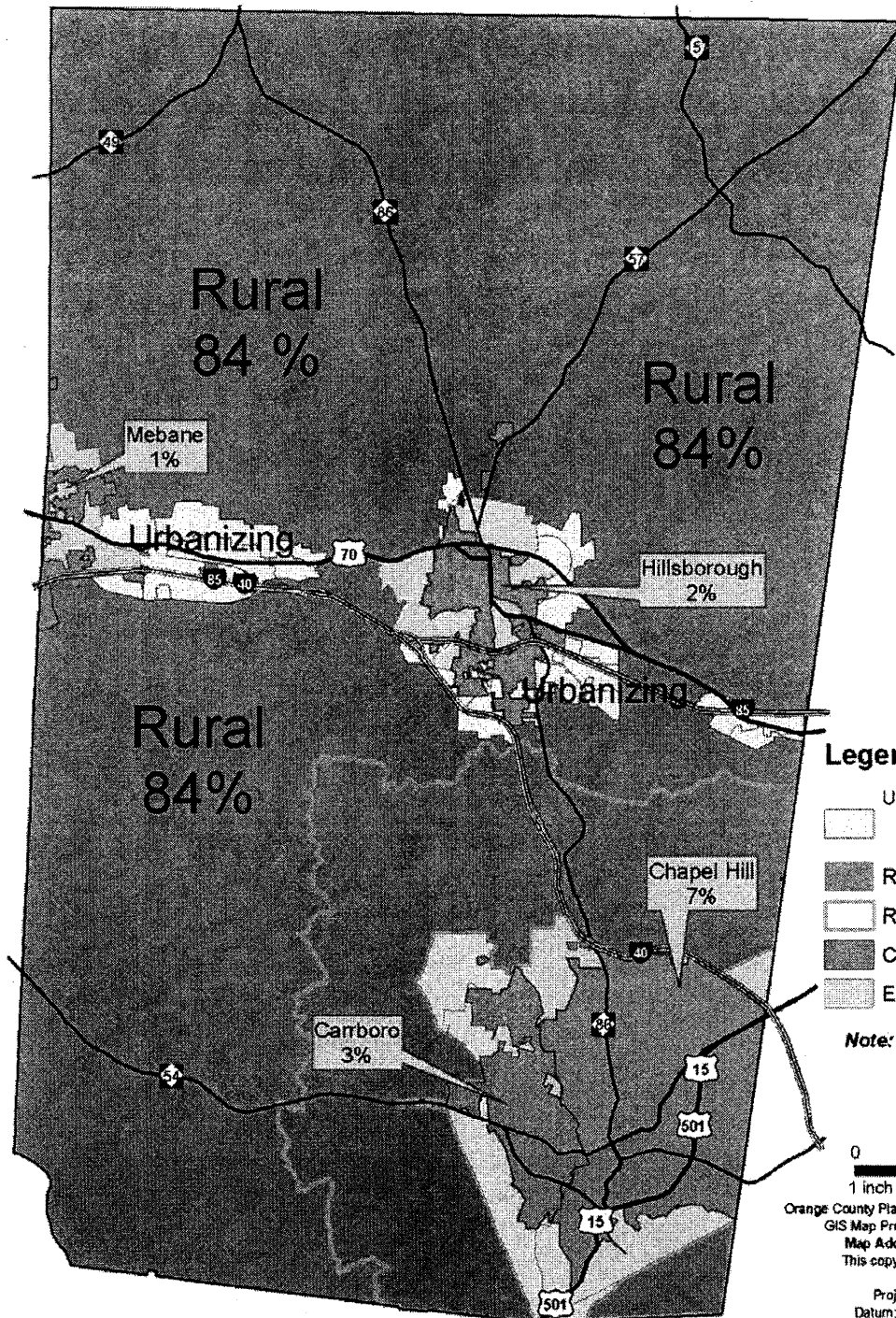
1 inch = 0.898511 miles

Orange County Planning and Inspections Department
Data modified and map created by Miriam Coleman, 03/26/10

Growth Management System

Urban and Rural Designated Areas

Urban Designated - Property located within Transition Areas (10yr, 20yr, and EDD) in Water/Sewer Boundary Agreement Service Areas
 Rural Designated - Property not located in Urban Designated areas



City of Mebane Utility Service Agreement Map

(City of Mebane will serve area 1a, 1b, 2a and 3)

Orange County Planning & Transportation Department
1995 map prepared by Marion Coleman
5/15/98
Production: Mike Plante
Design: North Carolina, 1993



Legend:

- 10 year transition
- 20 year transition
- Rural Residential
- Rural Buffer
- Agricultural Residential
- Resource Protection Areas

- Municipal Jurisdictions
- Public Interest Areas
- Water Supply Watersheds
- Watershed Critical Areas
- OC/CH/CA Joint Planning Area

Activity Nodes

- Rural Community Node
- Rural Neighborhood Node
- Rural Industrial Node
- Commercial Node
- Commercial/Industrial Node
- Economic Development

- Fire Station
- Efland Cheeks Park and Community Center
- Gravelly Hill Middle School
- Lake Michael Park



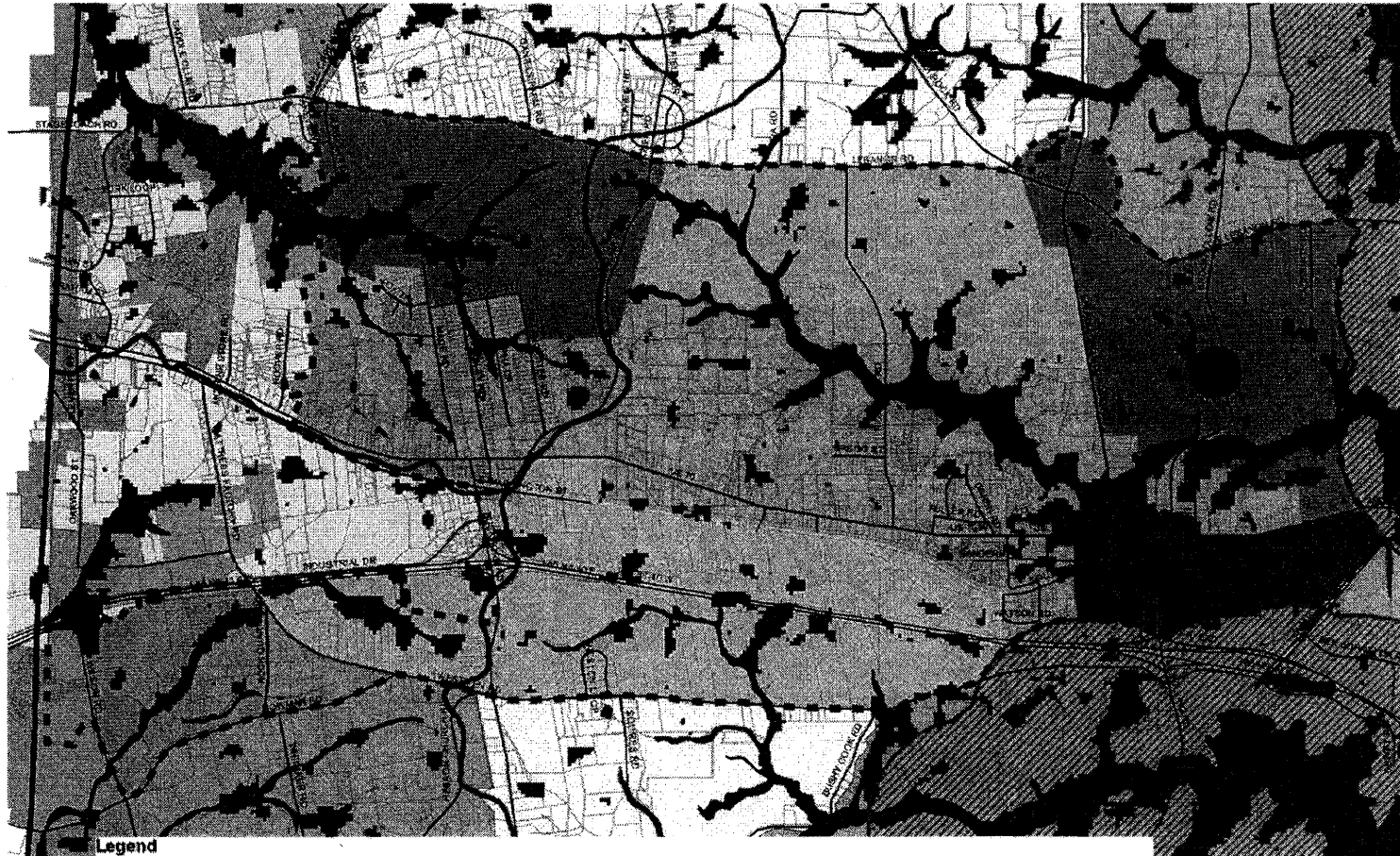
Orange County Planning & Transportation Department
1995 map prepared by Marion Coleman
5/15/98
Production: Mike Plante
Design: North Carolina, 1993

Base Map Source: Land Use Element of the Orange County Comprehensive Plan

Map 2

ATTACHMENT D-5

Possible Future Land Use - Efland Small Area Plan Planning Area



Legend

- | | | |
|---------------------------------------|--|---|
| Small Area Plan Boundary | Efland Transition Area Reserve (only if WSMPBA is amended) | Public Interest Areas |
| Mixed Use | Economic Development Area | Water Supply Area |
| Mixed Use (only if WSMPBA is amended) | Rural Industrial Node | Water Supply Critical Area |
| Efland Transition Area | Agricultural Residential | Resource Protection Areas |
| Efland Transition Area Reserve | Rural Residential | Municipal Jurisdiction Town Limits |
| | | Municipal Jurisdiction Extra-Territorial Jurisdiction (ETJ) |



Orange County Planning and Inspections Department
GIS Map Prepared by Miami Coleman April 27, 2008
Projection: North Carolina State Plane (feet)
Datum: North American 1983



Map 3

ATTACHMENT D-4

DISCUSSION OF WATER AND SEWER MANAGEMENT, PLANNING AND BOUNDARY AGREEMENT

The Board of Aldermen invited a representative of the Efland-Mebane Small Area Plan Implementation Focus Group to attend a meeting to discuss proposed changes to the Water and Sewer Management Planning and Boundary Agreement. Pete Hallenbeck, who served on the original small area plan task force and is currently a member of the implementation focus group, has accepted the Board's invitation.

Perdita Holt introduced Pete Hallenbeck

Mr. Hallenbeck explained the proposed changes in the Efland-Mebane corridor and answered the Board's questions.

Mayor Chilton expressed concern about Area 6b being slated for mixed use development when that area contains important historic sites, and stated that he would feel uncomfortable approving that proposed change.

MOTION WAS MADE BY DAN COLEMAN AND SECONDED BY RANDEE HAVEN-O'DONNELL THAT THE DECISION ON THIS MATTER BE DELAYED, AND THAT THE ORANGE COUNTY BOARD OF COMMISSIONERS BE REQUESTED TO PROVIDE THE BOARD OF ALDERMEN FEEDBACK ON THEIR INTENTIONS AND COMMITMENT TO PRESERVING AND PROTECTING HISTORIC SITES WITHIN THE AREA CONTEMPLATED FOR THE COUNTY DEVELOPMENT APPROVAL PROCESS. VOTE: AFFIRMATIVE SIX, ABSENT ONE (BROUN)

Alderman Coleman asked why Orange County does not propose an economic development area that Carrboro could annex. He stated that he would like to see Carrboro and Chapel Hill in future economic development planning.

Alderman Haven-O'Donnell asked that Orange County look at re-infusing support to existing communities.

Alderman Slade suggested that economic development be located in area where people live to avoid having to use cars to go to work.

COUNTY FUNDING OF CARRBORO LIBRARY

Alderman Gist expressed concern about the possibility of the County cutting funding for the Carrboro library.

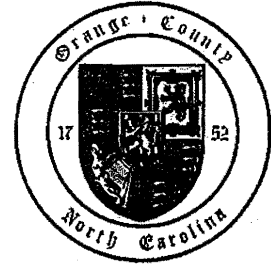
Mayor Chilton asked that the town staff address concerns on potential impacts to the town if cuts are made to the County's budget

ADVISORY BOARD E-MAILS

Mayor Chilton asked if the Town Attorney could provide information on whether discussions by email or other electronic communication by advisory board members may violate the Open Meetings Law, and whether such communications constitute public records.

VALERIE P. FOUSHEE, CHAIR
BERNADETTE PELISSIER, VICE
CHAIR
ALICE M. GORDON
PAM HEMMINGER
BARRY JACOBS
MIKE NELSON
STEVE YUHASZ

ORANGE COUNTY BOARD OF COMMISSIONERS
POST OFFICE BOX 8181
200 SOUTH CAMERON STREET
HILLSBOROUGH, NORTH CAROLINA 27278



June 16, 2010

Mayor Mark Chilton
Town of Carrboro
301 West Main Street
Carrboro, NC 27510

Subject: Proposed Changes to the Water and Sewer Management, Planning, and Boundary Agreement (WASMPBA) and Historic Resources

Dear Mayor Chilton:

This letter is in response to a request by the Board of Aldermen that the Board of County Commissioners provides feedback regarding intention and commitment to preserving historic resources in the Bowman Road area if the area is included in Orange County's Primary Service Area in the WASMPBA.

As you know from discussions with Staff, the County's Efland-Mebane Small Area Plan recommends that a 443 acre area north of Bowman Road and south of the Interstate be designated for Mixed Use development. Additionally, the small area plan recommends that future development and transportation projects should endeavor to minimize any impacts to historic resources. Like many areas within the county, the Bowman Road area has a rich history. The County's Environmental Impact Ordinance requires an Environmental Assessment and/or Environmental Impact Statement, depending on a project's impact, for most development projects. Historic resources are one of the issues reviewed in the environmental document and are something the County endeavors to appropriately protect. Zoning and subdivision reviews also include cultural and environmental considerations.

Staff also indicated to you that water and sewer services in the area would be provided by the City of Mebane. Orange County has an existing agreement (2004) with the City regarding utility services which would be amended to include the Bowman Road area if the WASMPBA amendments are approved. Under the agreement, development approvals/permits are issued by Orange County (under Orange County regulations) and any annexation application will not be acted upon by the City for at least 12 months after its submission and after issuance by Orange County of development approval and permits. Development in this urbanizing area is similar to that of towns within Orange County wherein projects serve Orange County residents and become part of the countywide tax base.

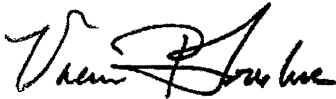
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Orange County has a long history of protecting sensitive environmental resources, including historic resources, and the Board of County Commissioners intends to continue protection of those resources while allowing for economic development projects in areas that are designated for such uses. Orange County's land use plan and those of its municipalities have designated only 16% of the county for growth and 84% of the land area for lower density uses, farming, and environmental protection. The 16% of the county designated for urban type of uses is rare and valuable urban potential that can build the tax base to support the cost of quality of life services in Orange County. The assets of interstate location and nearby utilities are assets that must be harnessed to the benefit of all residents of Orange County.

We look forward to your decision on the County-proposed amendments to the Water and Sewer Management, Planning, and Boundary Agreement.

Sincerely,



Valerie P. Foushee, Chair
Orange County Board of Commissioners

cc: Board of County Commissioners
Frank W. Clifton, Jr., County Manager
Craig N. Benedict, Planning Director

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