

**Agenda
Board of Aldermen
Town of Gibsonville**

**February 17, 2020
Agenda Meeting**

**Town Hall
7:00 pm**

1. Public Comments
2. Approval of Agenda
3. Hwy. 61 Proposed Subdivision
4. Burlington/Gibsonville Sewer Agreement

Items for March 2, 2020 Agenda:

5. Approval of the 2020 Audit Contracts
6. FY 2020 Budget Ordinance Amendment #5
7. Reports
 - a. Town Manager
 - b. Mayor
 - c. Board Members

Addendum

3. **Hwy. 61 Proposed Subdivision** – The developer of the Hwy. 61 North property would like to get a consensus from the town about providing water to the property. Property representatives will be at the meeting.

4. **Burlington/Gibsonville Sewer Agreement** – This Agreement is to modify the existing Burlington/Gibsonville Sewer Agreement with Burlington; dated January 10, 2006. This reflects the new annexation line with the Town of Elon and will allow Elon to provide wastewater collection at additional connection points for portions of the Town of Gibsonville. Josh Johnson with AWCK will be present to discuss this with the Board and answer any questions. This item is on the City of Burlington's agenda for their consideration on February 18, 2020. Approval of the Burlington/Gibsonville Sewer Agreement will be on the March 2, 2020 agenda for Board's consideration.
Attachment: Burlington/Gibsonville Sewer Agreement

Items for March 2, 2020 Agenda:

5. **Approval of the FY 2020 Audit Contracts** – The Board will need to consider approval of the FY 2020 Audit Contracts for the Town of Gibsonville and the Gibsonville Housing Authority at the March 2, 2020 meeting.

6. **FY 2020 Budget Ordinance Amendment #5** – This will be presented at the March 2, 2020 meeting.

NORTH CAROLINA

ALAMANCE COUNTY
GUILFORD COUNTY

THIS AGREEMENT, made and entered into this the ___ day of _____, 2020 by and between the **TOWN OF GIBSONVILLE**, a municipal corporation located in Alamance County, North Carolina, and in Guilford County, North Carolina, hereinafter referred to as "Gibsonville", and the **CITY OF BURLINGTON**, a municipal corporation, located in Alamance County, North Carolina, and in Guilford County, North Carolina, hereinafter referred to as "Burlington";

WITNESSETH:

WHEREAS, Burlington is a regional provider of wastewater (sewer) treatment services; and

WHEREAS, Burlington owns, maintains, and operates two sanitary wastewater treatment plants, the East Burlington Wastewater Treatment Plant, located at 225 Stone Quarry Road in Burlington, and the South Burlington Wastewater Treatment Plant located at 2471 Boywood Road in Alamance County, North Carolina; and

WHEREAS, at the present time, Burlington has municipal contracts for the treatment of wastewater the following: Town of Elon, Town of Gibsonville, Village of Alamance, Town of Green Level, Town of Haw River, Town of Swepsonville, Town of Whitsett, and City of Graham (portion of jurisdiction); and

WHEREAS, each of Burlington's municipal customers constructs, maintains, and operates its water distribution and/or wastewater collection systems as its own enterprise fund as provided by N.C.G.S 160A-312. In doing so, each municipality maintains its own water/sewer lines, maintains its own customer base for citizens within its corporate limits, and bills and collects rents from its customers; and

WHEREAS, in so operating its own water and/or sewer enterprise fund, each municipal customer of Burlington establishes water and/or sewer rates at such a level as to adequately maintain and repair its water distribution and/or wastewater collection systems; and

WHEREAS, the primary method of measuring wastewater flow from each municipality into Burlington's wastewater collection systems is a flow meter at the connection point where a municipality's sewage empties into Burlington's wastewater collection system; and

WHEREAS, Gibsonville's wastewater collection system discharges to Burlington's wastewater collection system under an agreement originally dated April 8, 1980, amended, March 21, 2005; subsequently amended once again, March 20, 2018; and

WHEREAS, Elon's wastewater collection system discharges to Burlington's wastewater collection system under an agreement originally dated May 14, 1971, and subsequently amended June 18, 1985, and again on January 10, 2006; and

WHEREAS, with the City's March 21, 2005 AGREEMENT Gibsonville agreed not to extend wastewater treatment services to any other municipality without the prior written consent and approval of Burlington; and

WHEREAS, with the City's January 10, 2006 AGREEMENT Elon agreed not to extend wastewater treatment services to any other municipality without the prior written consent and approval of Burlington; and

WHEREAS, per an Agreement dated November 4, 2019, the Town of Elon and Town of Gibsonville established a new annexation line pursuant to N.C.G.S. §160A-58.21 et seq., said agreement having been approved by the municipalities' respective governing boards on November 12, 2019 and November 4, 2019. The new annexation line runs along the Gibsonville-Ossipee Road. With said annexation agreement, the Travis Creek Wastewater Pump Station, the Travis Creek Wastewater Force Main and portions of the Travis Creek Sewer Outfall Line are not on the Town of Elon's side of the annexation line of agreement. Accordingly, by said agreement, the Town of Elon has purchased said assets from the Town of Gibsonville.

WHEREAS, sewage from both municipalities Elon and Gibsonville gravity flows to the Travis Creek Pump Station where it is pumped through the Travis Creek Force Main and is subsequently discharged into Burlington's wastewater collection system. Further, with the modification of said Gibsonville and Elon agreements with Burlington as set out herein: (1) the existing wastewater connection with Burlington's system will remain the same; (2) the sewage flow will be discharged in the same manner it is currently; (3) the composition of the wastewater will not be changed; and, (4) no adjustments to sewage allocations to either municipality Elon or Gibsonville will be necessitated.

NOW THEREFORE, the parties hereto in consideration of the mutual stipulations and agreements herein contained, hereby further contract and agree as follows:

- (1) The WASTEWATER TREATMENT AGREEMENT dated January 10, 2006 between Burlington and Elon remains in full force and affect except as amended herein by this AGREEMENT.
- (2) The WASTEWATER TREATMENT AGREEMENT of January 10, 2006 is modified to allow Elon to provide wastewater collection for portions of the Town of Gibsonville at additional connection points including at the Travis Creek Pump Station.
- (3) The allocations to Gibsonville and Elon to the East Burlington Wastewater Treatment Plant remain unchanged and shall remain separate.
- (4) Billing for sewer/wastewater service for flow generated by Elon and Gibsonville customers shall remain as stipulated in the respective agreements. Elon may negotiate with Gibsonville for a separate charge for the wastewater conveyance resulting from this modification of wastewater flow.

IN WITNESS WHEREOF, the Town of Gibsonville, pursuant to authority duly given, has caused this instrument to be executed on its behalf by its Mayor and to be attested by its Town Clerk and its corporate seal hereto attached; and the City of Burlington, pursuant to authority granted by Resolution adopted on the ___ day of _____, 2020, has caused this agreement to be executed in its behalf by its Mayor, to be attested by its City Clerk and its corporate seal hereunto attached, and this agreement is executed in duplicate.

TOWN OF GIBSONVILLE

By: _____
Leonard Williams, Mayor

ATTEST:

Laurie Yarbrough, Town Clerk

CITY OF BURLINGTON

By: _____
Ian Baltutis, Mayor

ATTEST:

Beverly Smith, City Clerk