

14 February 2020

**Petition for Approval to Hook Up Existing Water and Sewer Lines at 1204 and
1205 Bayberry Lane in Chapel Hill**

Chapel Hill residents Frank Baumgartner and Rachel Sumney petition the Town of Chapel Hill to allow the Orange County Water and Sewer Authority (“OWASA”) to provide water and sewer services to 1204 and 1205 Bayberry Drive in Chapel Hill. This petition is made for the following reasons:

Background

Frank Baumgartner and Rachel Sumney own lots located in the Hunt’s Reserve neighborhood in Chapel Hill – Lots 1204 and 1205 respectively on the attached map. Attachment 1. As part of the initial development in the late 1990’s, water and sewer lines were laid to all the lots in Hunt’s Reserve, including 1204 and 1205 Bayberry Lane. At that time, the entirety of Hunt’s Reserve was located within the OWASA service boundary and it was understood that all of the lots would have water and sewer service provided by OWASA.

In 2001, Orange County, OWASA, and the Towns of Chapel Hill, Hillsborough, and Carrboro entered into a Water and Sewer Management, Planning, and Boundary Agreement (“WSMPBA”). The WSMPBA set the OWASA primary service boundary so that it runs down the middle of Hunt’s Reserve. Attachment 1. As shown on the map, lots 100,

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1200, 1202, 1204, 1205, and 1203 lie outside the current boundary. At that time, development of lots 100, 1200, 1202, and 1203 had already begun and water and sewer services were provided to those lots despite their lying outside the new boundary – leaving 1204 and 1205 with water and sewer lines laid, but without actual water and sewer service.

Ms. Sumney bought her lot prior to 2001 and always understood that it would be provided water and sewer service. She did not find out that it was now outside the OWASA service boundary until she recently began to prepare the lot for sale. Mr. Baumgartner bought his lot more recently, but also was unaware that the lot did not currently have water and sewer service as this did not become apparent during the standard pre-purchase procedures. He only became aware of this in speaking with Ms. Sumney.

Petition

Under the WSMPBA, service to the lots at 1204 and 1205 Bayberry Lane may only be turned on with the approval of each party to the WSMPBA. Attachment 2 at page 2. This petition asks for such approval from the Town of Chapel Hill. Permission of the other parties is being sought simultaneously.

Service to 1204 and 1205 Bayberry Lane comes at no additional cost to any party to the WSMPBA that will not be fully recouped from fees paid by the residents. There are existing water and sewer lines that only require “hook up.” Each of the other lots in the subdivision is currently provided service and, at the time Mr. Baumgartner and Ms. Sumney purchased these lots, they did so with the understanding that the lots would also be within OWASA’s service boundary. Mr. Baumgartner and Ms. Sumney only became aware that the lots were now outside the boundary when Ms. Sumney prepared to sell and develop her lot.

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1204 and 1205 Bayberry Lane are in a very rare if not unique situation – water and sewer lines have already been laid and service was anticipated prior to the change in boundaries in 2001. By accepting this petition, no party runs the risk of creating a precedent whereby other properties currently outside the OWASA boundary have a rightful claim to service. OWASA is only being asked to turn on service through already existing lines. Conversely, providing services to 1204 and 1205 Bayberry Lane does not provide grounds for expanding other services areas in Orange County. Again, these lines have already been laid and the only thing needed is permission to utilize them. Providing services to 1204 and 1205 Bayberry Lane will not negatively impact any party or subvert the purpose of the WSMPBA.

Conclusion

Mr. Baumgartner and Ms. Sumney respectfully request that the Town of Chapel Hill approve this Petition by stating that it has no objection to OWASA providing services to 1204 and 1205 Bayberry Drive in Chapel Hill.

Should any member of the Council or Town Staff have any questions, I can be reached at the email or phone number below.

This the 14th day of February, 2020.

Raitten Clonner for Paul Dubbeling

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Attorney for Mr. Baumgartner and Ms. Sumney

AFFIDAVIT OF FRANK BAUMGARTNER

I, Frank Baumgartner, have reviewed the contents of the attached Petition for Approval to Hook Up Existing Water and Sewer Lines at 1204 and 1205 Bayberry Lane in Chapel Hill. The contents of the Petition are true and accurate to the best of my information and belief.

This the 14 day of February 2020.


Frank Baumgartner

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

Sworn and subscribed to before me by Frank Baumgartner this 14 day of February 2020.

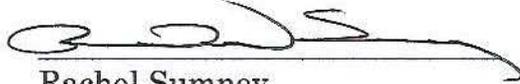

Kaitlin O'Connor
Notary Public
My Commission Expires 9/22/24

Kaitlin O'Connor
NOTARY PUBLIC
Durham County, NC
My Commission Expires September 22, 2024

AFFIDAVIT OF RACHEL SUMNEY

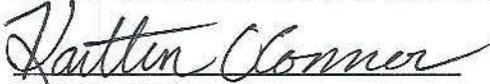
I, Rachel Sumney, have reviewed the contents of the attached Petition for Approval to Hook Up Existing Water and Sewer Lines at 1204 and 1205 Bayberry Lane in Chapel Hill. The contents of the Petition are true and accurate to the best of my information and belief.

This the 14th day of February 2020.

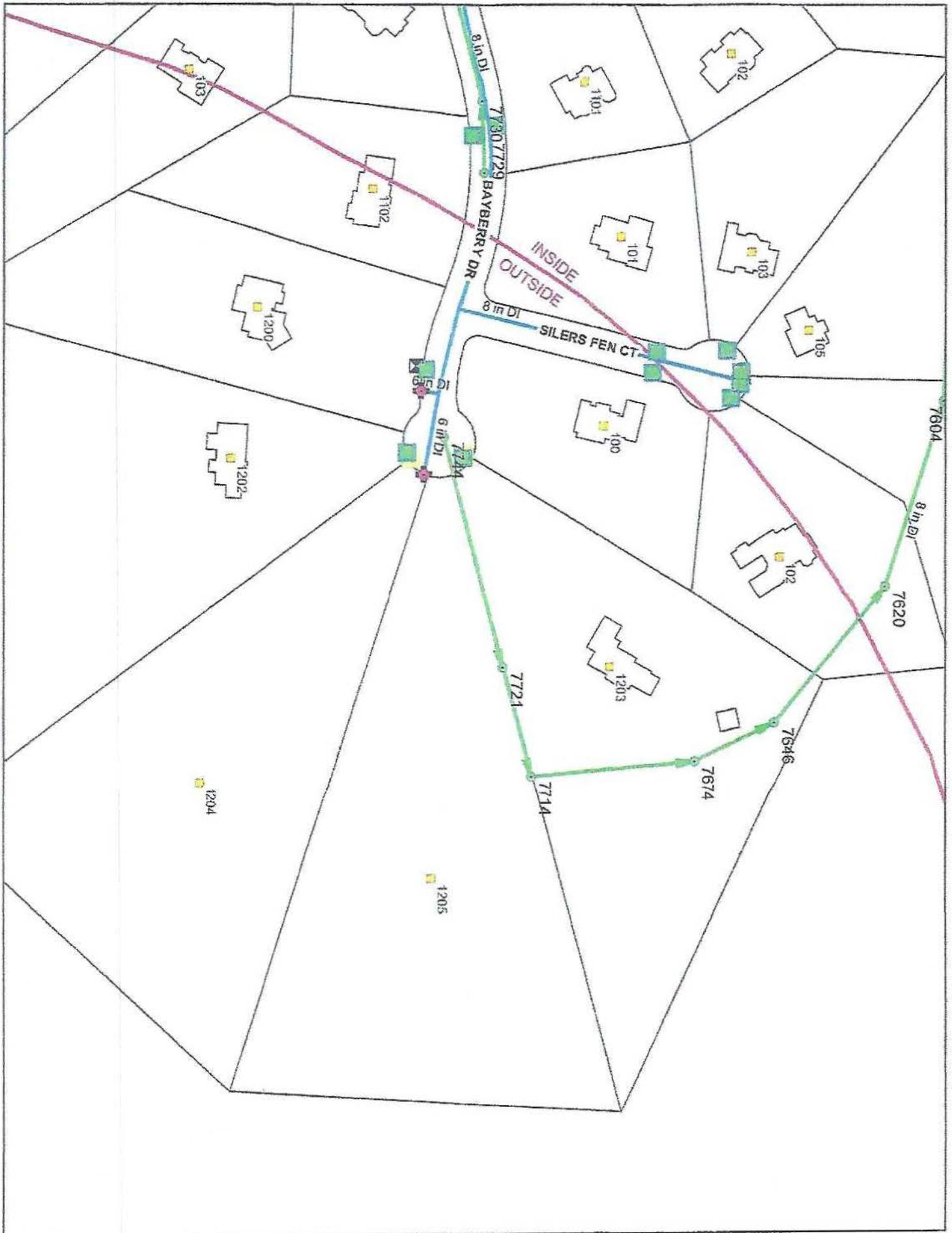

Rachel Sumney

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

Sworn and subscribed to before me by Rachel Sumney this 14 day of February 2020.

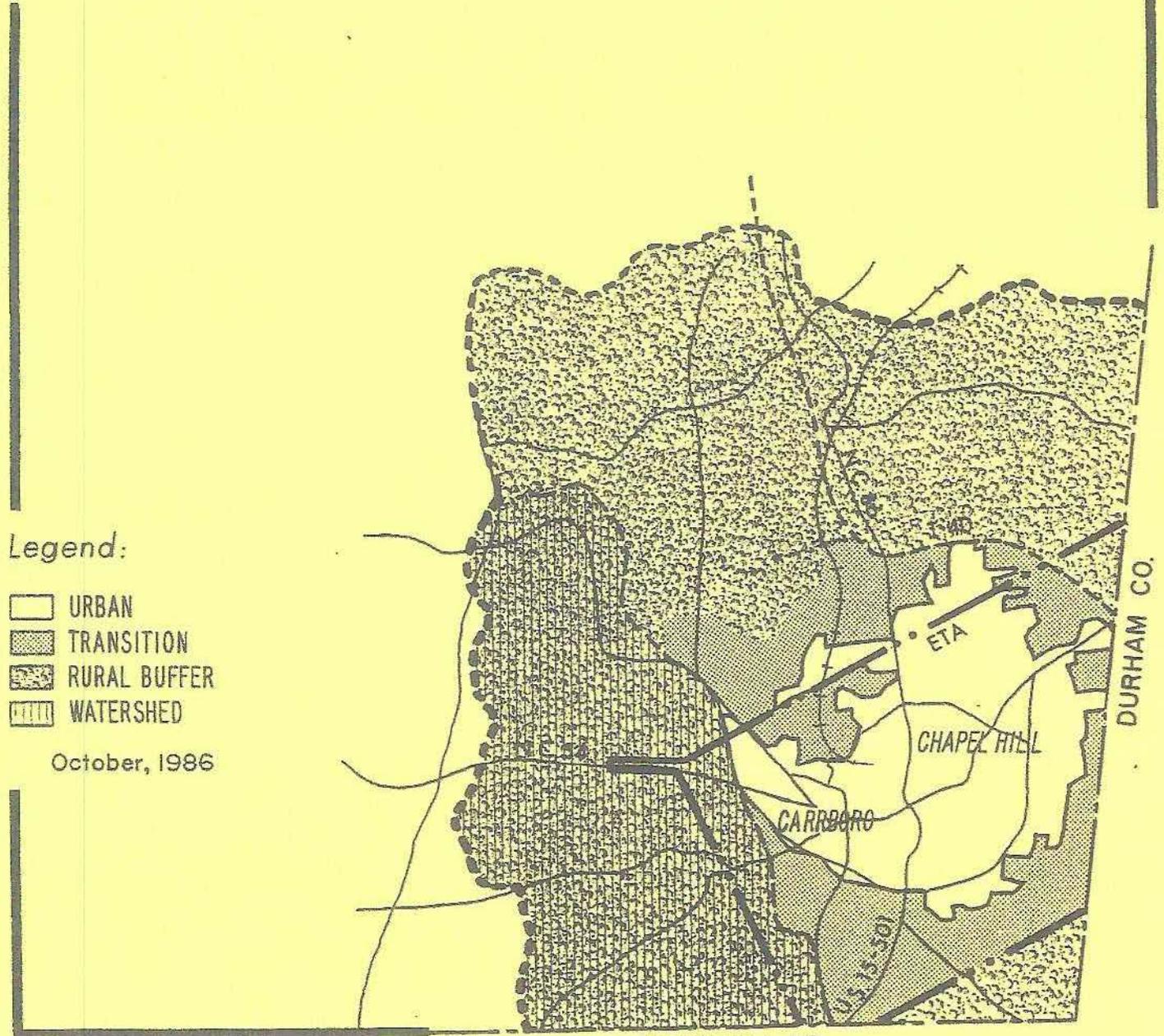

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My Commission Expires 09/22/2024

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Attachment 1

JOINT PLANNING LAND USE PLAN



Legend:

-  URBAN
-  TRANSITION
-  RURAL BUFFER
-  WATERSHED

October, 1986

Adopted 10-13-86
Amended 8-16-88
9-6-88
4-2-90
2-3-92 (effective 2/24/92)
2-1-93
2-2-99
8-20-02
6-24-03
10-1-03

Amended 6/9/14
6/17/14
4/7/15
12/7/15

Exhibit B

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.