

**Town of Dallas**  
**Agenda**  
**August 11, 2020**  
**6:00 PM**  
**BOARD OF ALDERMEN**  
**Rick Coleman, Mayor**

**Allen Huggins**

**Darlene Morrow**

**Stacey Thomas**

**Jerry Cearley, Mayor Pro-Tem**

**E. Hoyle Withers**

<b>ITEM</b>	<b>SUBJECT</b>	<b>Page</b>
<b>1.</b>	<b>Invocation and Pledge of Allegiance to the Flag</b>	
<b>2.</b>	<b>Approval of Agenda with Additions Or Deletions</b>	
<b>3.</b>	<b>Approval of Minutes</b>	
	A. July 14 <sup>th</sup> and July 28 <sup>th</sup> Work Session	2
<b>4.</b>	<b>Recognition of Citizens: Time set by Mayor</b>	
	A.	
<b>5.</b>	<b>Consent Agenda (to be acted on collectively, unless removed for further discussion)</b>	
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<b>10.</b>	<b>Closed Session:</b>	

**TOWN OF DALLAS**  
**MINUTES FOR BOARD OF ALDERMEN VIRTUAL MEETING**  
**JULY 14, 2020**  
**6:00 PM**

The following elected officials were present: Mayor Richard Coleman, Mayor Pro-Tem Jerry Cearley, Alderman Allen Huggins, Alderman E. Hoyle Withers Jr., and Alderwoman V. Darlene Morrow. Virtual attendance: Alderwoman Stacey Walker Thomas.

The following staff members were present: Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Nolan Groce, Development Services Director; Bill Trudnak, Public Works Director and Robert Walls, Police Chief. Virtual attendance: Jonathan Newton, Finance Director; Doug Huffman, Electrical Director. Absent: Maria Stroupe, Town Manager; Earl Withers III, Fire Chief, and Garrett Lowery, Recreation Director.

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Invocation and the Pledge of Allegiance to the Flag followed. Mayor Coleman read the meeting rules to the audience. He asked if there were any additions or deletions to amend the agenda. There was one item to be added. Alderman Cearley a motion to approve the agenda with addition to New Business: Item 8E Sponsorship for Something Pumpkin, seconded by Alderman Withers, and carried unanimously.

Alderwoman Morrow made a motion to approve the minutes from June 9<sup>th</sup> and 11<sup>th</sup> Regular Meeting and June 23<sup>rd</sup> Work Session, seconded by Alderman Cearley, and carried unanimously.

**Recognition of Citizens:**

No comments made nor items sent it to be submitted to the Board.

**Consent Agenda:**

**Item 5A** Resolution adopting Cleveland Gaston Lincoln Regional Hazard Mitigation Plan (Exhibit A)

Alderwoman Morrow made a motion to approve, seconded by Alderman Cearley, and carried unanimously.

**Public Hearing:** NONE

**Old Business:** NONE

**New Business:**

**Item 8A** was on Reimbursement for Repairs to Road Apron-Beaty's Service Center. Mr. John Beaty, Jr. made improvements to the road apron at the edge of his property at 302 W. Trade St. While this road is the responsibility of **NC DOT** to maintain, they would not participate in the improvements with him. Inquiries were made as to whether the Town could partner with Mr. Beaty on the repairs. Based upon research by the Town Attorney and Manager, the Town has no responsibility as the road is not a Town-owned thoroughfare. The Board was given a copy of the letter previously sent to Mr. Beaty concerning this repair. At the Work Session on June 23<sup>rd</sup>, the Board requested that this item be brought to the July meeting for possible action. It was generally felt that the Town should participate in the repairs, since NC DOT has cut back on repairs and projects for financial reasons and Mr. Beaty's business is located on the main thoroughfare through town. Town Engineer Johnny Denton of Diamond Engineering spoke to Mr. Johnny Murdock County Maintenance for NCDOT after a conversation with the Town Manager on the repair. Mr. Denton said Mr. Murdock stated that NCDOT would not repair since the repair was on the driveway apron (not part of the road), the property owner is responsible for that repair. Town Attorney Hunn expressed concerns about paying for private property owners repairs, citing liability for others to ask for assistance. Alderman Cearley made a motion to approve reimbursement for \$3000 with no future liability, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit B)

### **NC DOT Recent Actions**

The Board expressed concerns with NCDOT reducing and suspending some of their programs. This could have a direct impact on the Town's maintenance budget for areas normally taken care of by NCDOT. There are concerns about NCDOT reducing POWELL bill funding. After some discussion, the Board decided to reach out to express concern to state representatives. Alderwoman Morrow made a motion to send a letter to State Representatives: Senator Harrington, Senator Hastings, and Rep. John Torbett concerning NC DOT recent actions, seconded by Alderman Cearley, and carried unanimously. (Exhibit C)

**Item 8B** was Wilson Family Rentals Annexation Request. Wilson Family Rentals, LLC, owner of PID #169183 (no address assigned), is petitioning for annexation into the Town of Dallas. The requested zoning is R-8 "Multi Family Residential" for the development of an apartment community. This parcel is considered non-contiguous. Pursuant to the motion passed by the Board of Alderman on November 12, 2019, and G.S. §160A-58.2, a sufficiency investigation was performed and the petition was deemed sufficient. The 2003 Future Land Use Plan highlights this specific parcel for new residential development. The Planning Board unanimously approved a motion to recommend the property be annexed in as R-8 during their October 2019 meeting. To move forward, the Board must fix a date for a public hearing on the annexation. At the hearing, any person residing in or owning property in the proposed area for annexation and any resident of the annexing town may appear and be heard on the question of sufficiency of the petition and the desirability of the annexation. Alderman Huggins made a motion to table this item until September, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit D)

**Item 8C** was a Budget Amendment for W. Robinson St. Sewer Extension. Due to development of two houses, a sewer extension was necessary in the 500 block of W. Robinson St. Such an extension must be approved by NC Department of Environmental Quality. The approval was applied for in the FY2019/2020 budget year, but was not received in that budget year. Because it was hoped that the project could be completed in that budget year, the project was not included in the current FY2020/21 budget. In order to account for the project properly in this current year, a budget amendment in the amount of \$57,650.00 for the project will need to be approved. Alderman Cearley made a motion to approve the budget amendment, seconded by Alderman Withers, and carried unanimously. (Exhibit E)

**Item 8D** was on Update on Sewer Interconnect. Bid Opening for the Dallas portion of the project is scheduled for Monday, July 13<sup>th</sup> at the Dallas Fire Department. A meeting is scheduled with City of Gastonia on 7-16-20 to discuss bids received by both entities & moving forward. There were 3 bids submitted. This item is for informational purposes only for the Board.

**Item 8E** was a Request for Sponsorship for NC Cooperative Extension Cotton Ginning Days Event. The Gaston County Center of the NC Cooperative Extension would like the Sponsorship for the 6<sup>th</sup> Annual Something' Pumpkin Cooking Contest & Festival. This is an educational outreach program designed to encourage healthy eating and family connections, which is held as part of Cotton Ginning Days. Alderwoman Morrow made a motion to approve \$301 sponsorship, seconded by Alderman Withers, and carried unanimously. (Exhibit F)

### **Manager's Report and General Notices:**

Mayor Coleman gave updates to the Board. He also gave the notice of Chief Robert Walls will receive the NC Police Executive of the Year Award at 7/15/20 at 11:00 am at the police station, and the award will be presented by Charlotte Police Chief Johnny Jennings. Principal Duncan of Carr Elementary nominated Chief Walls for this award.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. (6:40)

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Rick Coleman, Mayor

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Da'Sha Leach, Town Clerk

**TOWN OF DALLAS**  
**MINUTES FOR BOARD OF ALDERMEN *VIRTUAL* MEETING**  
**JULY 28, 2020**  
**5:00 PM**

The following elected officials were present: Mayor Richard Coleman, Mayor Pro-Tem Jerry Cearley, Alderman Allen Huggins, Alderman E. Hoyle Withers Jr., and Alderwoman V. Darlene Morrow. *Virtual attendance:* Alderwoman Stacey Walker Thomas.

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Marcus Fleming, Police Sergeant and Garrett Lowery, Recreation Director. *Virtual attendance:* Jonathan Newton, Finance Director; Barry Webb, Project Coordinator; Nolan Groce, Development Services Director; Doug Huffman, Electrical Director and Bill Trudnak, Public Works Director. Earl Withers III, Fire Chief and Robert Walls, Police Chief were absent.

Mayor Coleman called the meeting to order at 5:00 pm. He opened with the Pledge of Allegiance to the Flag. He asked if there were any additions or deletions to amend the agenda. Alderman Withers made a motion to approve the agenda with an addition Item 3E Drop Box at Town Hall and Item 3F Potential Development on Lower Dallas Highway, seconded by Alderwoman Morrow, and carried unanimously.

**New Business:**

**Item 3A** was a discussion on the Proposed Revisions to Façade Grant Program. The current Façade Grant Program outlines a program that supports economic development and strives to improve the appearance of the Town's Central Business District (CBD) by providing financial assistance to business owners in the CBD. Under the plan's guidelines, a façade is defined as "an individual storefront or commercial building side which faces a public right-of-way or is otherwise visible to the public". This has been defined as front- and side-facing façades with no provision for rear-facing façades. There are situations where a rear-facing façade is visible to the public or public right-of-way and a pleasing façade would promote economic development and appearance within the CBD. A proposal was given to the Board of the Façade Grant Program with recommended revisions to the program to allow rear-facing façade to be eligible for consideration. The Board gave consensus that this item will be on the August 11, 2020 Regular Board Meeting Agenda. (Exhibit A)

**Item 3B** was a discussion on the Grievance Policy Revisions. A proposal was given to the Board of the language from the current Personnel Policy outlining responsibilities of the Town Manager in the disciplinary process, as well as the grievance process. The language seems contradictory and should be revised. On the same attachment a proposal of new language to make the grievance process functional. The position with the final approval authority for disciplinary action should not be the same position that determines the outcome of an appeal due to the involvement with the probable grievance issue. The Board discussed this item and asked questions for clarity regarding this change. The Board gave consensus for this item will be on the August 11, 2020 Regular Board Meeting Agenda. (Exhibit B)

**Item 3C** was a discussion on the Summer Concert and Cruise-In Schedule. The latest revised Summer Concert and Cruise-In Schedule was viewed by the Board. On July 16<sup>th</sup> Governor Roy Cooper extended Phase 2 restrictions due to COVID-19 until 5:00 pm on Friday, August 7, 2020 by Executive Order No. 151. In light of the continuing COVID-19 pandemic and the extension of Phase 2 restrictions, a discussion on the viability of the upcoming concerts should be held. A copy of Executive Order No. 151 and a graphic distributed by the NC Department of Health and Human Services on restrictions and recommendations were given to the Board. The Board gave consensus to cancel the events for August. (Exhibit C)

**Item 3D** was a Sewer Interconnect Project Update. Bid Opening for the Dallas portion of the project was held on Monday, July 13<sup>th</sup> at the Dallas Fire Department and there is a meeting scheduled with the City of Gastonia on Wednesday, July 29<sup>th</sup> to discuss bids received by both entities. This item is for informational purposes only for the Board.

**Item 3E** was a discussion on Drop Box at Town Hall. A citizen requested that the drop box be lowered. Staff installed the measurement of the drop box to be the same as the post office boxes. There were visible signs of other customers utilizing the drop box with no challenges nor complaints. With all things being considered, the Board consensus was to leave the Drop Box as it currently stands.

**Item 3F** was a discussion on Potential Development on Lower Dallas Highway (location behind Country Hardware Store). The property owner of the parcel reached out to a Board Member to discuss property development in the Town. There is approximately 38 acres to be developed with over 320 homes: 200 Single-Family, 120 Senior, and some lower priced homes. Town Engineer Johnny Denton of Diamond Engineering gave the Board details from the conversation he had with the developer. The Electrical Director Doug Huffman made a note to the Board that the electrical service could be Duke Power in that area so that should be considered. The Board consensus was to have the meeting setup with the Development Services Director Nolan Groce and other Town Staff to start the process with the developer for potential development.

Mayor Coleman gave the Board notice that more potential development could be coming in Summey Knoll area per his conversation with a property owner that is in discussions of selling to a developer.

Mayor Coleman and Town Manager Maria Stroupe advised the Board that more personnel staff will be needed to support the growth in Dallas. All the departments will be impacted by the growth in Dallas.

**Manager's Report and General Notices:**

Ms. Stroupe gave updates to the Board.

Alderman Morrow made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. **(5:55)**

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Rick Coleman, Mayor

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Da'Sha Leach, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Revision to Façade Grant Program

AGENDA ITEM NO. 5A

MEETING DATE: 8/11/2020

### BACKGROUND INFORMATION:

This item was discussed at the July 28<sup>th</sup> Board Work Session and is being brought to the Board of Aldermen for approval.

The current Façade Grant Program outlines a program that supports economic development and strives to improve the appearance of the Town's Central Business District (CBD) by providing financial assistance to business owners in the CBD. Under the plan's guidelines, a façade is defined as "an individual storefront or commercial building side which faces a public right-of-way or is otherwise visible to the public". This has been defined as front- and side-facing façades with no provision for rear-facing façades.

There are situations where a rear-facing façade is visible to the public or public right-of-way and a pleasing façade would promote economic development and appearance within the CBD.

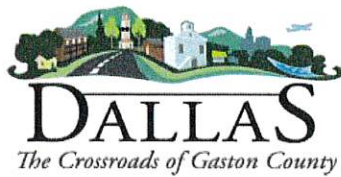
The attached Façade Grant Program shows recommended revisions to the program to allow rear-facing façade to be eligible for consideration.

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MANAGER RECOMMENDATION: Approve revisions to the Façade Grant Program as previously discussed and presented.

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BOARD ACTION TAKEN:



## Town of Dallas Façade Improvement Grant Program

### Objective and Purpose

The Town of Dallas has a primary goal of improving the appearance of the Central Business District (as defined by the Town's Future Land Use Plan) and promoting economic development. To aid in achieving that goal, the Façade Improvement Grant Program will assist new or existing businesses in maintaining and improving the appearance of building façades in the Central Business District.

The rehabilitation of structures in the Central Business District of Dallas should respect and reflect the architectural integrity and history of the entire building and retain those elements that enhance the building. Façades should be in harmony with the character of the downtown area and in coordination with the color and design of adjacent structures.

As a means of encouraging the maintenance and improvement of business building façades, the Town of Dallas has appropriated funds to a structured grant program to provide financial assistance to owners of businesses in the Central Business District. Awards through the Town-funded grant program shall comply with the following provisions, requirements, and guidelines.

The purpose of the program is to:

- ◆ Promote storefront rehabilitation in the Central Business District
- ◆ Preserve the unique character of the downtown's historic buildings
- ◆ Encourage aesthetic compatibility for improvements to façades of non-historic structures
- ◆ Encourage the use of quality materials, good design, and workmanship in the rehabilitation of downtown properties
- ◆ Make improvements that make a highly visible contribution to Dallas

### Guidelines

1. All rehabilitation funded through grant awards under this program must be performed in accordance with *The Secretary of the Interior's Standards for Rehabilitation* (Exhibit A); Town of Dallas Ordinances and Code Requirements, such as building codes, zoning regulations, etc.; and the following guidelines in making façade improvements under this program.
2. Approval for funds must be made prior to the beginning of the project. No awards will be given to a project begun or completed prior to application.
3. A brief summary of the business plan and the proposed renovation/rehabilitation project must be submitted with the application. Summary should be limited to no more than two pages. **The applicant must secure a two-year lease, if leasing.**
4. Funds are for fixed items only and not for inventory, furnishings, or non-fixed items. Grants are provided to help with correction of building code violations, building renovations, building rehabilitations, façade improvement, signage, etc.
5. The Business Incentive Grant program is not intended to provide financial assistance to fiscally unsound businesses.
6. Since each application will be different, and reviewed on a case-by-case basis, the applicant may be required to submit additional information. The intent of the Façade Grant Program application process is not to burden the applicant business with extensive research, but to provide the Review Committee with information to make appropriate recommendations and decisions.

7. Façade Grant Program applications will be reviewed by the Review Committee, and will depend on the availability of funds.
8. Ineligible properties and businesses:
  - ◆ Tax delinquent property or property not in good standing with the Town of Dallas Utility Billing
  - ◆ National franchises
  - ◆ Retail chain stores
  - ◆ Primarily residential properties or uses
  - ◆ Tax exempt organizations or properties

#### **Eligibility**

1. A façade is defined as an individual storefront or commercial building side which faces a public right-of-way or is otherwise visible to the general public.
2. Commercial buildings must be located within the Central Business District or on Trade Street between N. Summey Street and the Hwy. 321 Interchange.
3. Owner or tenants of buildings are eligible to apply; however, the owner must sign the application.
4. If there is a building with multiple public-facing façades (ex. corner building), **both all** public-facing sides must be rehabilitated and grant eligibility will be ~~twice the amount as for a building with only one public-facing façade~~ **assessed per eligible side.**
- ~~5. While in some situations rear façades can be seen from public streets, at this time only front and corner façades will be considered for funding.~~
6. Only established businesses (those that have been in operation for more than two years) are eligible for a grant that includes new signage.

#### **Grant Award**

1. Grant awards and amounts are at the discretion of the Grant Review Committee.
2. Decisions may be based upon such factors to size and scope of project, potential positive impact on the appearance of the district area, project costs, and availability of funds.
3. Qualifying projects are eligible for a grant at a minimum of \$500 and a maximum of \$20,000 per façade, on a 50/50 matching, reimbursement basis.
4. At least two project cost estimates must be submitted with the application. If both estimates are deemed equal in regards to quality of materials used, tec., only fifty percent of the lowest estimate will be considered in the amount of the award, regardless of which bid is accepted by the building owner.
5. The grant amount shall be determined at the time of application approval and paid when the project is completed.
6. The work must be completed within four months of application approval, but the owner may request one extension for two additional months based upon compelling reasons for the delay.
7. The façade improvements must remain in place for three full years from the date of completion. If not, the grant amount for that project must be repaid in full.



## Town of Dallas Façade Grant Program Fact Sheet

### **What is the Façade Grant Program?**

An incentive program to taxpayers who improve the appearance of their commercial property by retaining and preserving the historic character of the property.

Provides 50% of the total cost of approved projects up to \$20,000 maximum grant amount. Side **or rear** façades are eligible **on corner buildings which face a public right-of-way or is otherwise visible to the general public**. NOTE: If a building has more than one eligible façade, each façade is considered separately.

Encourages further private reinvestment in existing infrastructure and promotes appropriate and attractive design projects that preserve the architectural character found only in older buildings.

### **Who may apply for the Grant?**

Building owners or tenants with building owner's consent.

### **What buildings are eligible?**

Any commercial building greater than 50 years old located in the Central Business District (as defined by the Town's Future Land Use Plan) or on Trade St. between N. Summey St. and the Hwy 321 Interchange, with priority given to improvements that will make the greatest impact on the surrounding built environment.

#### **Ineligible properties or businesses:**

- \* Tax delinquent properties
- \* Properties not in good standing with Town Utilities
- \* National franchises
- \* Retail chain stores
- \* Properties used primarily for residential purposes

### **What storefront rehabilitation expenditures qualify?**

Eligible expenditures include: exterior painting of previously painted surfaced and/or paint removal; appropriate exterior cleaning; masonry repair and tuck-pointing; repair of architectural details or materials; repair of windows or window framing; removal of siding, false façades and in-fill brick; removal of inappropriate/out of date signs; rehabilitation of compatible reconstruction of storefront; new canvas awnings/frame; replacements of transom glass and business signage with full compliance of the design standards.

Signs and awnings may be included as eligible expenses providing they represent good design, meet the design ordinance and standards of the Town of Dallas Code of Ordinances.

Ineligible expenditures include: general maintenance; construction of false fronts; painting of previously unpainted surfaces; blocking up of windows or installing storm/vinyl windows or doors; interior rehabilitation; electrical work; roof and chimney repairs; installation of aluminum, vinyl, stone, stucco, brick veneer; or other inappropriate building materials; demolition of historic features; sandblasting; improvements made prior to grant approval.

Rehabilitations must meet the Secretary of the Interior's "Standards for Rehabilitation" program standards that are attached.

Colors used on exterior surfaces, signage, awnings and related items must relate to natural material colors found on neighboring historic buildings and nearby buildings.

### **Who makes the decision to approve or reject a request?**

A Review Committee comprised of the Town Manager, Electric Utility Director, Public Works Director, Development Services Director, a member from the Board of Aldermen Community Development Committee; as well as a representative from the Small Business Center at Gaston College.

**What is the process for applying for a grant?**

1. Meet with the Town of Dallas Development Services Staff.
2. Complete an application, including the required support materials.
3. A review will be completed by the Review Committee.
4. Applicant will be notified by mail of acceptance, acceptance with conditions, or rejection of application.
5. Any changes to approved work during construction must be approved by the Development Services Staff in writing.
6. Upon completion of project, applicant sends copies of paid receipts/statements to Development Services Staff.
7. Development Services Staff will inspect completed funds and authorize disbursement of grant funds, provided work was completed in accordance with the application.

**What other conditions apply?**

1. Grants are based on the entire scope of the project. All work must be eligible and approved expenditures; or the total grant award is void.
2. All applications must be approved prior to commencement of work.
3. Each building façade is considered separately to meet the 50% matching rule.
4. Submission of a project does not ensure the project will be approved to receive funds. Grant awards are determined by recommendation of the Review Committee and the availability of funds.
5. Grant approval or changes to the scope of work in an approved project will be conveyed in writing.
6. Only one façade grant will be awarded per building façade per calendar year.

**Examples**

1. A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned improvement costs \$1700. The applicant receives a matching grant of 50%, which equals \$850.
2. A property owner applies for a façade grant for an improvement to a commercial building storefront and the planned improvement costs \$900. The applicant receives a grant of \$500, as the minimum grant amount for a qualified improvement is \$500.
3. A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned improvement costs \$50,000. The applicant receives a grant of \$20,000; as the maximum grant amount for a qualified improvement is \$20,000.
4. A property owner renovates a commercial building storefront. The owner may apply for another façade grant for a different **eligible** side of the same building (~~the building is a corner building with two visible sides~~) during the same calendar year. However, the owner will need to wait until the next calendar year to apply for another façade grant for the same storefront side.

**Exhibit A**

# Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards and Guidelines for the treatment of historic properties were written by the National Park Service and revised in 1990. The guidelines recommend responsible methods and approaches and list treatments that should be avoided.

## The Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

# TOWN OF DALLAS

## Façade Grant Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TOWN OF DALLAS (Town) and \_\_\_\_\_ (Grantee), whose address is \_\_\_\_\_.

**WHEREAS**, the Town has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement; and

**WHEREAS**, the Town has approved a grant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for façade improvements at \_\_\_\_\_, Dallas, NC.

**NOW THEREFORE**, the parties agree as follows:

1. Grantee reaffirms that all information provided to the Town in its Façade Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the Town of Dallas Façade Grant Program.
3. All work performed by Grantee will be consistent with the approval by the Town. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the Town before implementing such changes. Grantee understands that the Town is not required to approve any changes.
4. Grantee agrees to complete the improvements within four (4) months from the date of this agreements and understands that failure to complete the improvements within such period will result in forfeiture of the grant.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the Town, and approval by the Town of the completed work.
6. Grantee will notify the Town immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the Town, which will not be unreasonably withheld.
7. Grantee hereby grants to the Town the right to use pictures, renderings, or descriptions of the work any and all promotional purposes desired by the Town.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE TOWN

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES FOR THE OWNER

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES FOR GRANTEE

\_\_\_\_\_  
\_\_\_\_\_

TOWN OF DALLAS

\_\_\_\_\_  
Town Manager

OWNER

\_\_\_\_\_  
Owner

GRANTEE (if other than Owner)

\_\_\_\_\_  
Grantee

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

**DESCRIPTION:** Disciplinary Appeal Process Policy Revisions

AGENDA ITEM NO. 5B

MEETING DATE: 8/11/2020

### BACKGROUND INFORMATION:

This item was discussed at the July 28<sup>th</sup> Board Work Session and is being brought to the Board of Aldermen for approval.

Attached is language from the current Personnel Policy outlining responsibilities of the Town Manager in the disciplinary process, as well as the grievance process. The language seems contradictory and should be revised. On the same attachment is proposed new language for the grievance process that would make the process more functional. The position with the final approval authority for disciplinary action should not be the same position that determines the outcome of an appeal due to the involvement with the probable grievance issue.

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**MANAGER RECOMMENDATION:** Approve revisions to the Disciplinary Appeal Process Policy as previously discussed and presented.

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**BOARD ACTION TAKEN:**

## ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

### Section 1. Disciplinary Action for Unsatisfactory Job Performance

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance, if after following the procedure outlined below, the employee's job performance is still deemed to be unsatisfactory. **All cases of disciplinary suspension, demotion, or dismissal must be approved by the Town Manager prior to giving final notice to the employee.**

## ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

**Step 3.** If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, **the employee may appeal, in writing, to the Town Manager** within ten calendar days after receipt of the response from Step 3. **The Town Manager shall respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal. The Town Manager's decision shall be the final decision.** The Town Manager would notify the Town Board of any impending legal action.

## ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL PROPOSED REVISION

**Step 3.** If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the Town **Attorney** within ten calendar days after receipt of the response from Step 3. The Town **Attorney** shall **investigate the grievance and** respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal. The Town **Attorney's** decision shall be the final decision. The Town **Attorney and/or** Manager would notify the Town Board of any impending legal action.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

**DESCRIPTION:** Uncollectable Accounts in the Amount of \$8,382.85 to be Submitted to NC Debt Setoff

**AGENDA ITEM NO.** 5C

**MEETING DATE:** 8/11/2020

### BACKGROUND INFORMATION:

For authorization are uncollectable accounts from the months of February 2020 – April 2020. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied.

(The individual account listing that generates the total uncollectable amount due are considered by State statute to be confidential information.)

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**MANAGER RECOMMENDATION:** To authorize uncollectable accounts totaling \$8,382.85 be submitted to the NC Debt Setoff Program.

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**BOARD ACTION TAKEN:**

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for Repairs to Road Apron – Beaty’s Service Center

AGENDA ITEM NO. 8A

MEETING DATE: 08/11/2020

### BACKGROUND INFORMATION:

Mr. John Beaty, Jr. has made improvements to the road apron at the edge of his property at 302 W. Trade St. While this road is the responsibility of NC DOT to maintain, they would not participate in the improvements with him. Inquiries were made as to whether the Town could partner with Mr. Beaty on the repairs. Based upon research by the Town Attorney and Manager, the Town has no responsibility as the road is not a Town-owned thoroughfare. Attached is a letter previously sent to Mr. Beaty concerning this repair.

At the Work Session on June 23<sup>rd</sup>, the Board requested that this item be brought to the July meeting for possible action. It is generally felt that the Town should participate in the repairs, since NC DOT has cut back on repairs and projects for financial reasons and Mr. Beaty’s business is located on the main thoroughfare through town.

At the Board of Aldermen meeting on July 14<sup>th</sup>, the Board approved reimbursing Mr. Beaty \$3,000.00 for the road apron repairs not covered by NC DOT. Attached is a budget amendment to account for this in the Street Department budget.

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MANAGER RECOMMENDATION: Approve the budget amendment as presented.

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BOARD ACTION TAKEN:



**Town of Dallas**  
Budget Amendment

Date: August 11, 2020

Action: Street Department

Purpose: To Account for Road Apron Repairs Reimbursement at 302 W. Trade St.

Number: ST-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3999	0000	Fund Balance Appropriated	\$239,475	\$242,475	\$3,000
10	5600	1800	Maint & Repair: Streets	\$0	\$3,000	\$3,000

\_\_\_\_\_  
Approval Signature  
(Town Manager)

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Update on Sewer Interconnect Project

AGENDA ITEM NO. 8B

MEETING DATE: 08/11/2020

### BACKGROUND INFORMATION:

Both Dallas and Gastonia have held bid openings on the proposed Sewer Interconnect Project. A meeting was held between Staff of both municipalities on Wednesday, July 29<sup>th</sup> to discuss the bids received by both entities and moving forward. Based on the bids received, the numbers have come back higher than anticipated. Enclosed is a copy of the current agreement between Dallas and Gastonia for the emergency interconnect project, including cost sharing parameters.

Based on the bids received, options for revising the agreement are being reviewed and will be brought back for discussion once the reviews are complete.

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MANAGER RECOMMENDATION:

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BOARD ACTION TAKEN:

NORTH CAROLINA

GASTON COUNTY

EMERGENCY SEWER CONNECTION AGREEMENT

THIS AGREEMENT, made and entered this 12th day of December, 2018, by and between the CITY OF GASTONIA, hereinafter referred to as "Gastonia", and the TOWN OF DALLAS, hereinafter referred to as "Dallas", both being North Carolina municipal corporations located in Gaston County, North Carolina;

WITNESSETH:

WHEREAS, both Gastonia and Dallas maintain independent wastewater treatment systems for the use and benefit of their respective citizens; and

WHEREAS, although both cities have sewer systems, Dallas desires to provide for a means to treat its wastewater flows in the event of a temporary interruption in its wastewater treatment service; and

WHEREAS, by utilizing existing connections between the two sewer systems, Gastonia would have the ability to treat Dallas's wastewater flows on a short term basis during periods of extreme emergency; and

WHEREAS, the cities desire to enter into this agreement to specify the types of emergencies for which Gastonia will treat Dallas's wastewater flows; to provide for the allocation of the expenses required to make the connection; to fix prices for which such wastewater flows will be treated, and to set forth the method by which the connection between the two cities may be opened; and

NOW, THEREFORE, for and in consideration of the premises and the things herein agreed to be mutually and performed, the parties do hereby covenant and agree as follows:

1. **Purchase and Sale.** Dallas agrees to buy from Gastonia and Gastonia agrees to sell to Dallas sanitary sewer treatment services on an emergency basis as defined herein. The wastewater treatment service being sold by Gastonia shall at all times meet the standards for treatment of wastewater as promulgated pursuant to the terms of the Clean Water Act at 33 USCA Sections 1251 through 1387, all as amended from time to time, which standards have been adopted by the State of North Carolina Department of Environmental Quality, under which standards Gastonia treats wastewater at its wastewater treatment plants.
2. **Construction of Sanitary Sewer Lines and Appurtenances.**
  - a) Gastonia shall enter into a contract for the construction and installation of the sanitary sewer appurtenances necessary to provide the metering facility interconnection ("Interconnection") between the sanitary sewer systems of the parties. The Interconnection shall include a metering manhole, a meter, a sampling location, valve, SCADA instrumentation, and other related appurtenances which shall be capable of measuring and controlling the wastewater flows treated by Gastonia. All further references to "Interconnection" in this agreement shall be understood to refer strictly to the equipment

listed in the previous sentence. Each party shall be responsible for any improvements needed to their respective sanitary sewer lines connecting to the Interconnection.

b) All plans and specifications for construction of the Interconnection shall be reviewed and approved by the parties prior to the solicitation of bids. During the course of construction, any proposed change orders to the Interconnection project shall also be reviewed and approved by both parties prior to their being authorized.

c) The parties acknowledge that they have obtained an estimate of the costs of construction of the Interconnection in the amount of \$162,000. If the bids actually received by Gastonia exceed such estimate, either party may terminate this agreement upon 10 days' written notice to the other party so long as such notice is received prior to the award of contract. Prior to termination of the agreement, the parties may enter into negotiations to consider acceptance of a contract proposal in excess of \$162,000.

d) Upon completion of construction, Dallas shall reimburse Gastonia for all costs associated with the Interconnection, said cost not to exceed \$162,000 or some other amount determined through negotiations that may occur as noted in section 2.c). Gastonia shall submit a detailed invoice to Dallas for such costs which shall be due and payable within sixty (60) days of the date of such invoice.

3. **Ownership.** From and after the completion of construction, each party shall own and be responsible for the maintenance of the sanitary sewer lines located on that party's side of the metering manhole. Gastonia shall own and be responsible for the maintenance of the metering manhole, the meter, the valve, the sampling location and SCADA instrumentation.

4. **Emergency Operation.**

a). Dallas agrees that the Interconnection valve will be maintained in a locked position with Gastonia being in exclusive control of the valve. The valve shall only be able to be opened by Gastonia's Director of Public Utilities or his/her designated representative. The valve shall be activated in accordance with the Valve Operation Protocol as it may be amended from time to time, a copy of which is attached hereto and incorporated by reference. Gastonia agrees to keep Dallas informed of the individual designated to control the valve and of the telephone numbers where that individual can be reached should an emergency occur. Gastonia shall give Dallas prior written notice of any amendments to the Valve Operation Protocol. This meter will be connected to the SCADA system so that Gastonia and Dallas will be apprised of the flow.

b). Dallas agrees that the valves shall only be opened at the request of Dallas for an event of extreme emergency, which because of its unforeseen and dire nature causes a sudden and major interruption in Dallas's ability to treat its wastewater flows. An extreme emergency shall be defined as a situation where due to a structural or mechanical failure or due to weather events or high flows, Dallas' Wastewater Treatment Plant is unable to treat all or a portion of the wastewater the facility receives.

c). This connection shall only be used by Dallas to convey wastewater of a type Dallas normally receives at its treatment influent. Dallas shall not use this connection to convey to Gastonia known or suspected hazardous substances, hauled wastewater, chemicals, digester materials, or concentrated wastewater solids.

d). Dallas shall indemnify, defend and save Gastonia harmless from and against any and all claims, losses, injuries, liabilities and costs or expenses arising out of or resulting in any way from a conveyance of substances listed in subsection (c) above.

5. **Price of Wastewater Treatment.**

a.) Gastonia agrees to provide wastewater treatment services pursuant to this Agreement to Dallas at a rate of 1.3 times the current Municipal Wholesale Rate based upon the volume used by Dallas. Dallas shall pay to Gastonia the monthly availability charges for the meters installed as part of the Interconnection whether or not Dallas purchases wastewater treatment services for such month. At such time that Dallas becomes an exclusive sewer customer of Gastonia, the sewer volume rate will become the Municipal Wholesale Rate.

b.) Gastonia shall inspect and test the meter from time to time. If during any period in which Gastonia receives wastewater flow from Dallas, the meter is inaccurate or nonoperational, the amount of wastewater flow received during the period of metering point failure shall be billed as follows: In the event of a mechanical or other failure that does not occur during an atypical high flow event, the flow shall be calculated based on the average daily flow of Dallas' wastewater treatment plant for the 30 days prior to the use of the emergency interconnection. If the interconnection is utilized during an atypical high flow event, the volume shall be 1.4 million gallons per day.

6. **Maximum Flow Limit.** When flow is being conveyed to Gastonia, Dallas shall take steps to equalize the flow rate as much as practical. In no case shall the total flow exceed 0.6 MGD as measured on a rolling 24-hour basis or 1,000 gpm for any one-hour period, as measured at the metering point. In the event Dallas exceeds said flow limit, Gastonia shall have the right to either curtail Dallas's discharge beyond the maximum flow limit or increase the rate charged to Dallas for the amount of wastewater treated which exceeds the maximum flow limit, said rate not to exceed 1.9 times the then current Municipal Wholesale Rate.

7. **Term.** The term of this Agreement shall be ten (10) years, unless sooner terminated as herein provided. Said ten (10) year term shall begin on the date that the final engineering certification of completion is issued for the Interconnection. Either party hereto may, at any time prior to the beginning of the ninth (9<sup>th</sup>) year of the term of this Agreement, give notice to the other party of its desire to renew this Agreement, and, upon the giving of such notice, the parties hereto shall negotiate in good faith with reference to a renewal of this Agreement either in its current form or in a modified form.

8. **Invoicing.** Billings for wastewater treatment supplied hereunder shall be rendered and paid monthly. A "month" shall mean the period between any two regular consecutive billing period readings of the meter measuring the quantity of wastewater flow in Gastonia's system.

9. **Industrial Pretreatment Program.** Customer shall be subject to all of the provisions of Gastonia's Sewer Use and Industrial Pretreatment Ordinance in effect at the time of execution of this Agreement and as they may be amended from time to time. If or when deemed appropriate by Gastonia, Dallas may be permitted as a significant industrial user and subject to Gastonia's Sewer Use and Industrial Pretreatment Ordinance in the same manner as all other significant industrial users. Customer shall adopt, administer and diligently enforce a sewer use ordinance and pretreatment program which is no less stringent and is as broad in scope as the sewer use ordinance of Gastonia. Dallas shall keep Gastonia informed of new or changed industrial wastewater discharges within Dallas' system.

10. **Force Majeure.** In the event either Gastonia or Dallas is unable, in whole or in part, by reason of force majeure to carry out its obligations, other than to make payments for wastewater treatment services received, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied upon, then the obligation of Gastonia or Dallas, so far as each may be affected by such force majeure, shall be suspended from performance hereunder during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible, be remedied with all due speed. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, war blockades, riots, landslides, droughts, storms, floods washouts, arrests and restraints of governments and people, civil disturbances, explosions, unavoidable breakage, accident to machinery and equipment and sanitary sewer lines, inability to obtain rights-of-way or permits or materials and equipment and supplies, and any other cause not within control of Gastonia or Dallas, which by the exercise of reasonable diligence by Gastonia or Dallas, is not preventable.
11. **Waivers.** Neither the failure nor delay on the part of either party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, and no custom or practice at variance with the terms of the Agreement shall constitute a waiver of the right of either party to demand exact compliance with such terms.
12. **Invalid Terms.** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect.
13. **Controlling Law/Successors Bound.** This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of North Carolina and shall be binding upon and inure to the benefit of the successors and, with consent of the other party, the assigns of either party hereto.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
15. **Notices.** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such a notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO TRU:

City Manager  
City of Gastonia  
P.O. Box 1748  
Gastonia, NC 28053

Public Utilities Director  
City of Gastonia  
P.O. Box 1748  
Gastonia, NC 28053

TO THE CUSTOMER:

Town Manager  
Town of Dallas  
210 N. Holland Street  
Dallas, NC 28034-1625

Public Works Director  
Town of Dallas  
210 N. Holland Street  
Dallas, NC 28034-1625

16. **Entire Agreement.** This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertake and agreements, whether oral or otherwise.
17. **Amendments.** This Agreement may be amended only by an instrument in writing executed by both parties hereto.
18. **Termination.** At any time after the completion of construction and the payment of the required reimbursement, this Agreement may be terminated by either party by giving one (1) years written notice of its intent to so terminate.
19. **Iran Divestment Act.** Both parties hereto certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their Mayors and attested by their Clerks and their corporate seals to be hereto affixed, all as of the day and year first above written.

CITY OF GASTONIA

By: Walker E. Reid III  
Walker E. Reid III, Mayor



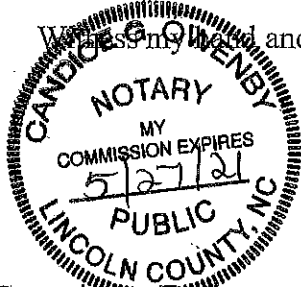
ATTEST:

Sherry H. Dunaway  
City Clerk

NORTH CAROLINA  
GASTON COUNTY

I, Candice G Owenby, a Notary Public, do hereby certify that Sherry H Dunaway who being duly sworn by me, says that he/she knows the common seal of the City of Gastonia and is acquainted with Walker E. Reid III who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said City Clerk signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the 12 day of December, 2018.



Candice G Owenby  
Notary Public

My Commission Expires: 5/27/21



TOWN OF DALLAS

By: Rick C. Coleman  
Rick C. Coleman, Mayor

ATTEST:

[Signature]  
Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

Jonathan Neutens  
Finance Director  
Town of Dallas

NORTH CAROLINA  
GASTON COUNTY

I, Lisa Harris, a Notary Public, do hereby certify that Dasha Leach who being duly sworn by me, says that he/she knows the common seal of the Town of Dallas and is acquainted with Rick C. Coleman who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said Rick Coleman signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the 19th day of November, 2018.

[Signature]  
Notary Public

My Commission Expires: 9/25/2021





Contract Approvals/Certificates

CONTRACT: 20190068 -EMERGENCY SEWER CONNECTION-TOWN OF DALLAS

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Approved as to form:

A handwritten signature in black ink, appearing to read "J. Ashley Smith".

12/7/2018 2:17:14PM

<b>Name: Town of Dallas / City of Gastonia TRU Emergency Sewer Connection Valve Operation Protocol</b>  <b>Number: WWEMS-0100.031</b>	Revision #: 0 Revision Date: 7/26/2018  Page 2 of 2
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**Process:**

1. **Dallas makes initial request:** Dallas will adhere to the flow limitations as listed in the most current version of the Emergency Sewer Agreement.
2. **TRU evaluates situation:** Dallas shall provide TRU access to observe the Dallas Wastewater Treatment Plant Influent flow prior to making a final decision as to whether the flow can be accepted as well as to set up and start an automatic sampler (if necessary).
3. **TRU responds to Dallas:** TRU will respond to Dallas' request within one hour of TRU receiving the request, advising whether flow can be accepted and the time the interconnect valve will be opened.
4. **TRU opens Valve:** TRU will open the valve and notify Dallas that it is open prior to Dallas' diversion of flow into the emergency interconnect line.

**Declining Acceptance:** Under the following adverse conditions, TRU may be forced to decline to accept flow from Dallas:

- a. A failure or obstruction of the sewer line or appurtenances leading from Dallas to Long Creek Wastewater Treatment Plant or an equipment failure at the Long Creek Wastewater Treatment Plant.
- b. The flow to be diverted is believed to contain hauled waste, hazardous waste or toxic material:
  - i. For example, if the Dallas Wastewater Treatment Plant has experienced a slug load that upset the biological processes or the wastewater visibly contains prohibited substances, such as oil or fuel that may result in a biological process upset at Long Creek.
  - ii. In the event that Dallas disagrees with TRU's assessment, TRU will collect appropriate samples for analysis and mutual review. TRU will invoice Dallas for the actual cost of such testing.
- c. The instantaneous influent flow reading at the Long Creek Wastewater Treatment Plant is greater than 22 mgd for the previous one hour period and flow is currently being diverted into the secondary emergency holding pond at TRU's Catawba Pump Station.
- d. Force majeure conditions as listed in the Emergency Sewer Agreement.

In all other cases, TRU shall open the sewer interconnect valve and treat the Dallas flow at the Long Creek Wastewater Treatment Plant.

**5. Ceasing Wastewater Discharge:**

- a. During periods of time that Dallas is discharging flow to TRU, if at any time the conditions as outlined above are experienced, TRU shall notify Dallas (per the contact list above) that flow must be ceased. One hour after the notification, TRU will close the interconnect valve.
- b. At any time during discharge to TRU, Dallas may cease to divert flow. Once this occurs, Dallas is to notify TRU within one hour of ceasing flow and TRU will then close the emergency valve.

6. **Periodic Testing:** To ensure the emergency interconnect valve remains in good working order, it will be tested at least twice per year. TRU staff shall coordinate this activity with Dallas staff at least one day in advance to ensure it is performed at a mutually convenient time.

<b>Standard Operating Instruction – WWEMS-0100.031</b>	
<b>Name: Town of Dallas / City of Gastonia TRU Emergency Sewer Connection Valve Operation Protocol</b>	
Prepared and Approved By:	Revision #: 0 Revision Date: 7/26/2018
Stephanie Scheringer, TRU Wastewater Treatment Division Manager	Page 1 of 2

Pursuant to the emergency sewer service contract in place between Gastonia and Dallas, every attempt will be made by Gastonia’s Two Rivers Utilities (TRU) to accommodate requests from Dallas to divert flow to the TRU Sewer System. The emergency interconnect valve will be in the closed position until such time that a request has been made and approved for flow to be diverted.

A request to divert flow **must be made by direct contact from Dallas to TRU Staff** by telephone conversation and email follow-up. Below are staff authorized by Dallas and TRU to make and respond to requests to operate the emergency interconnect. Staff should be contacted in this order. If a staff member is not able to answer, a voice mail is to be left and the next person on the list should be called immediately:

<b>Town of Dallas Authorized Personnel</b>			
Name	Title	Phone	Email
Primary 1: Jon Page	WWTP ORC	M 727-277-7865 O 704-922-0517	jpage@dallasnc.net
Primary 2: Michael Stafford	Operator	M 980-925-3932 O 704-922-0517	mstafford@dallasnc.net
Alternate 1: Brad Anthony	ORC Backup	M 704-214-6988 O 704-922-0517	banthony@dallasnc.net
Alternate 2: Bill Trudnak	Public Works Director	M 704-860-3368 O 704-922-9961	btrudnak@dallasnc.net
<b>Two Rivers Utilities Authorized Personnel</b>			
Name	Title	Phone	Email
Primary 1: Charlie Graham	WW Asst Div Mgr - Operations	M 704-214-9142 H 704-674-4402	charlieg@tworiversutilities.com
Primary 2: Stephanie Scheringer	WW Treatment Div Manager	M 704-214-9159 H 704-671-2781	stephanies@tworiversutilities.com
Alternate 1: David Shellenbarger	WW Asst Div Mgr - Compliance	M 704-214-9145 H 704-394-5192	davids@tworiversutilities.com
Alternate 2: Doug Barker	Treatment Plant Supervisor	M 704-214-9146 H 704-813-2595	doug@tworiversutilities.com
Alternate 3: Joe Albright	Public Utilities Director	O 704-869-1929 M 704-214-9039	joea@cityofgastonia.com
Alternate 4: WWT On-Call Staff	Assigned Personnel Varies	M 704-214-9144	N/A

\*\*\*TRU’s controlled copies of this document have a blue signature, are on green paper or are on the network wwtpshare\$ drive\*\*\*