

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE TOWNS OF  
CARRBORO, CHAPEL HILL, AND HILLSBOROUGH REGARDING THE PROVISION OF  
SERVICES RELATED TO AND THE DISPOSITION OF SOLID WASTE IN ORANGE COUNTY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations, of Orange County, North Carolina (hereinafter referred to individually as the "Town" and jointly as "Towns"); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for the provision of solid waste services and disposition of solid waste within Orange County. (County and Towns may be referred to collectively as the "Parties")

**WITNESSETH**

**WHEREAS**, the County and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Interlocal Agreement (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the County operates and/or contracts for the operation of solid waste and/or recyclable materials collections services in the jurisdictions of the County and Towns; and

**WHEREAS**, the County and Towns desire to establish procedures, policies, rights, and responsibilities for the collection, transport, and disposition of solid waste, construction and demolition materials, and recyclable materials.

**NOW, THEREFORE**, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

**I. TERM AND TERMINATION**

- A. This Agreement shall continue in effect until such time as it is amended or terminated.
- B. Any Party to the Agreement may withdraw upon 12 months' notice and payment of its per-capita share of any outstanding debt related to the services and programs listed above.
- C. County may terminate this Agreement, without penalty or cost, pursuant to the terms of Paragraph V (D) below.

**II. CONSTRUCTION AND DEMOLITION ("C&D") AND MUNICIPAL SOLID WASTE ("MSW") LANDFILLS**

- A. County shall maintain financial, regulatory and environmental responsibility for operations, closure, and for post-closure maintenance/monitoring, of Orange County's C & D and MSW Landfills.
- B. County shall, pursuant to the terms of its agreement with the University of North Carolina at Chapel Hill, monitor the operation and performance of the University Landfill Gas Recovery System.

- C. Towns and County will, in support of the solid waste enterprise fund, direct C&D waste from projects where local government funding is utilized, including school construction and renovation, to the Orange County C&D Landfill.
- D. Tipping fees shall be established annually as part of the County budget process, may include some portion of the fee to apply to post-closure costs, and shall become effective on July 1 of a given year.

### III. MUNICIPAL SOLID WASTE ("MSW") COLLECTION AND TRANSFER

- A. Towns and County will maintain authority and responsibility, financial and environmental, for MSW collected and transferred within their respective jurisdictions.
- B. Should the County or a Town (or Towns) plan, site, and develop a waste transfer station any Party to this Agreement shall be granted access to use such waste transfer station subject to payment of prevailing tipping fees as established by the relevant governing body. These tipping fees shall be established annually as part of the regular budget approval process and become effective on July 1 of a given year.
- C. County will maintain, operate, and fund Solid Waste Convenience Centers that accept residentially generated MSW, C&D, bulky waste, recyclable materials, etc. for the use and benefit of all County and Town residents.
- D. Parties will provide minimum twelve months' notice of intent to implement a pay-as-you-throw residential waste collection system.
- E. Towns and County will, in support of the solid waste enterprise fund, deliver white goods/appliances, mattresses, vegetative wastes, C&D waste, clean wood, cardboard and scrap metal to designated Orange County facilities.
- F. County shall provide for the specific recycling and/or, where legally permissible, the reuse of the following materials:
  1. White Goods/Appliances;
  2. Scrap tires;
  3. Scrap metal;
  4. Clean wood waste;
  5. Vegetative waste;
  6. Electronics
  7. Mattresses.
- G. County will endeavor to maximize schedule of operation and services available (subject to material markets and budgetary considerations and constraints) at convenience centers consistent with current District/Neighborhood concept or other convenience center concepts as directed by the Board of Commissioners. Current District Center (Walnut Grove Church Road and Eubanks Road Convenience Centers) services provide for the disposal of:
  1. Residential municipal waste;
  2. Household hazardous waste;

3. Cardboard;
4. Waste oil, filters, and anti-freeze;
5. Yard waste;
6. Scrap tires;
7. Clean wood waste;
8. Scrap metal and white goods;
9. Cooking oil and residential food waste;
10. Recyclable materials (bottles, cans, mixed paper);
11. Rigid plastics;
12. Textiles/shoes;
13. Salvage shed;
14. Electronics;
15. Batteries (wet & dry cell);
16. Plastic bags and film.

#### IV. RECYCLABLE MATERIALS

- A. Recycling programs and services that are provided at the time of implementation of this Agreement are anticipated to be continued for the foreseeable future. Periodic expansions, modifications, improvements or adjustments to programs/services may be made by the County (subject to material markets and budgetary considerations). County will coordinate/collaborate with Towns regarding changes to programs/services operated within the Towns through an advisory board/committee established for this purpose, or other means as agreed.
- B. It is the County's objective to offer equivalent services/programs within the Towns. County may also provide special services to individual Towns that may require special negotiated service fees or other specific compensation that fall outside of this Agreement. The portion of Chapel Hill located within Durham County should receive those services which other parts of the Town of Chapel Hill receive, however, it is solely the responsibility of the Town of Chapel Hill to establish the authority by which County shall provide services in that portion of the Town.
- C. County shall ensure that recycling programs/services provided by the County are of high quality and reliable with regard to the reasonable: Adherence to route schedules; prevention of overflow of drop-off site receptacles; resolution of complaints; safety; making progress toward waste reduction objectives, etc. County will endeavor to coordinate urban curbside recycling collection routing with municipal waste collection routing (as requested) to the extent possible, consistent with collection efficiency, budgetary constraints and available resources (i.e. roll-carts, compacting collection vehicles, etc.) County will endeavor to maintain maximum efficiency in recycling and waste reduction programs consistent with generally accepted industry best management practices.
- D. Current 24-Hour Recycling Drop-off Centers are intended to remain in service, subject to County budgetary considerations, site availability, space limitations, material market availability, and Town recyclable material drop-off requirements. The five current drop-off sites include: Cedar Falls Park, Hampton Point, Carrboro Plaza, University Mall, and Meadowmont. No reductions or additions of drop-off sites are contemplated at this time.
- E. Subject to state and federal law and subject to budgetary considerations and constraints it is expected by the Parties that recycling services offered at the time of the execution of this

Agreement shall continue. As of the date first above recorded current recycling services provided to Towns by County include:

- a. Weekly residential curbside collection (single stream);
- b. Multi-family collection (single stream);
- c. Food Waste collection from commercial establishments;
- d. Bar/Restaurant and other small commercial location collection (single stream);
- e. Downtown cardboard Collection – Chapel Hill only – fee based;
- f. Pedestrian bins ( locations) – Chapel Hill only – fee based;
- g. Park&Ride lot collection ( currently 3 locations each in Chapel Hill and Carrboro);
- h. Municipal park collection;
- i. Government building collection for all local governments, OWASA and public schools;
- j. Public housing - (multi-family style service or single family, as appropriate to housing type);
- k. Public schools collection -- fee based, contractual service.

## V. FINANCIAL

- A. Fees for the purpose of providing multi-family and urban curbside recycling services within the jurisdictions of the Towns shall be established through each Town's budgetary process. Through such process Towns shall establish recycling service fees based on County's recommendation, which recommendation shall be based on County's good faith estimate of the costs of providing recycling services within the Towns' jurisdictions. Each Town shall authorize County to collect and administer fees established for the purpose of providing recycling services within the Towns' jurisdictions. County shall apply the full revenue of said fees solely toward the costs of providing services within the Towns' jurisdiction.
1. The Town of Chapel Hill shall, through its budgetary process, set fees for the costs of services provided pursuant to the terms of this Agreement for those areas of the Town situated in Durham County.
  2. The Town of Chapel Hill shall establish said fees based on County's recommendation, which recommendation shall be based on County's good faith estimate of the costs of providing services contemplated by this Agreement within that area of the Town situated in Durham County.
  3. The Town of Chapel Hill shall authorize County to collect and administer said fees and County shall apply the full revenue of said fees solely toward the costs of providing services in that area of the Town of Chapel Hill situated in Durham County.
- B. Annually no later than April 1 County shall notify Towns of any proposed tipping fee increases and any proposed fee increases associated with multi-family and urban curbside recycling services provided pursuant to the terms of this Agreement. Subject to the terms and any exceptions in this Paragraph V County shall be solely responsible for establishing said fees. County shall establish said fees through its good faith estimate of the actual costs of providing the services contemplated by this Agreement. Fees imposed pursuant to the terms of this Agreement shall be uniform for each Town and shall be in an amount sufficient to fully cover the direct and indirect costs of providing the services contemplated by this Agreement.

C. Subject to the two exceptions set out below, any fee increase of more than five percent (5%) must be approved by the Towns in advance by June 1 of any given year.

1. This Paragraph V(C) shall not apply where County has provided at least twelve (12) months' notice of said fee increase and where such increase greater than five percent (5%) is necessary to maintain the then current level of services.
2. County's contract with its service provider, a provider of urban curbside service contemplated by this Agreement, contains provisions for annual increases in costs based on annual increases in the national Consumer Price Index ("CPI"). This Paragraph V(C) shall not apply where a greater than five percent (5%) fee increase is necessary based on the CPI increase requirement of County's contract with Waste Industries, or any other service provider where the service contract contains a similar provision, and where County has notified Town prior to the first day of April when such a CPI increase greater than five percent (5%) is expected for the next fiscal year.

D. In the event a Town or Towns fail to approve a multi-family or urban curbside recycling fee increase of greater than five percent (5%) for any service where such increase is necessary to fully pay for the provision of any service contemplated by the terms of this Agreement or where such increase is necessary for County to meet its contractual obligations with any contractor engaged in providing any of the services contemplated by this Agreement County may, at its option, terminate this Agreement as it applies to any Town that fails to approve said fee increase.

1. Any termination pursuant to this Paragraph V(D) shall be without cost or penalty to County.
2. In the event County terminates this Agreement pursuant to the terms of this Paragraph V(D) the Town or Towns with which the Agreement is terminated shall be responsible for the full amount of any outstanding costs, contractual obligations or debt related to the provision of services contemplated by this Agreement as such costs or debt apply within its territorial jurisdiction.
3. Any termination pursuant to this Paragraph V(D) shall be effective at the end of the fiscal year in which a Town or Towns fail to approve the aforementioned fee increase and after written notice by the County to the Town(s).

## VI. MISCELLANEOUS

- A. Holiday service. County shall publish holiday schedules annually for curbside collection. There will be no service on New Year's Day, Thanksgiving Day, or Christmas Day. Other holiday service will be scheduled according to the specific day of week of observed holidays.
- B. Storm debris management. County shall manage construction debris created by or from severe storms at its Construction & Demolition Landfill. County shall provide debris management sites for delivery of severe storm event vegetative debris. Emergency storm debris collection and monitoring shall be the responsibility of each Party within its territorial jurisdiction.
- C. Ordinance enforcement. Each Town shall enforce County's Regulated Recyclable Materials Ordinance within each Town's jurisdiction. Towns shall monitor waste collected by Town staff for banned materials in order to prevent the delivery of banned

materials for disposal. County shall provide solid waste plan advice, review, and approvals in concert with development applications to various jurisdictions. County may assist towns' enforcement staff in enforcement of landfill bans on privately collected waste containers.

- D. Education and Outreach. County shall be responsible for the preparation, distribution, expense, and coordination of education and outreach services related to waste management, recycling, and reduction services and programs under its administration.
- E. Solid waste management, planning, and reporting. County, in cooperation with Towns, is responsible for the development and timely submission of required annual reporting and solid waste management planning to the North Carolina Department of Environment and Natural Resources. Towns and County shall cooperate with requests for information, data, and records, in a reasonable and timely manner. Consideration shall be given by County to investigation of increased diversion of organic wastes, especially commercially generated food wastes, and the expansion of non-residential recycling programs and services. County, in cooperation with Towns, may develop recycling performance and tracking measures for various programs of interest. Collected data will be maintained in a secure manner, consistent with public records law of North Carolina.
- F. Future Landfill/Transfer Station. In the interest of joint long-term planning County and Towns shall cooperate and jointly participate in the siting and location of any future MSW landfill or transfer station that is sited within the boundaries of Orange County.
- G. Advisory Board. County and Towns shall cooperate and jointly participate in the creation of a solid waste management advisory board. The document containing the bylaws and/or operating procedures of such advisory board shall be attached to this Agreement as Exhibit 1.

**VII. INDEMNIFICATION**

To the extent authorized by North Carolina law County and Towns each agree to indemnify and hold harmless one another, their agents, officials, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from any acts of County or each Town, their agents, officials, employees, guests or invitees caused by or directly related to the performance of this Agreement, including but not limited to court costs and attorney's fees incurred by the County and Towns in connection with the defense of said matters.

**VIII. NOTICE**

Any notice required by or pursuant to this Agreement, or any amendment or renewal, shall be in writing and delivered by United States Mail to the following:

**To Carrboro:**

Town of Carrboro  
Town Manager  
301 West Main Street  
Carrboro, NC 27510

**To Hillsborough:**

Town of Hillsborough  
Town Manager  
101 East Orange Street  
Hillsborough, NC 27278

**To Orange County:**

Orange County  
County Manager  
200 S. Cameron Street  
Hillsborough, NC 27278

**To Chapel Hill:**

Town of Chapel Hill  
Town Manager  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514

**IX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties hereto and is effective the date first above recorded.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

In witness whereof, the Parties, by and through their authorized agents, have hereunder set their hands and seal as of the day and year first above written.

\_\_\_\_\_  
Mayor, Town of Chapel Hill

\_\_\_\_\_  
Chair, Orange County

ATTEST:

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Mayor, Town of Carrboro

\_\_\_\_\_  
Mayor, Town of Hillsborough

ATTEST:

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Clerk

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

\_\_\_\_\_  
Carrboro Finance Director

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

\_\_\_\_\_  
Chapel Hill Finance Director

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

\_\_\_\_\_  
Hillsborough Finance Director

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

\_\_\_\_\_  
Orange County Finance Director

