September 12, 2014 SWAG Handout

Interlocal Agreement for Solid Waste Management

Draft Outline – April 16, 2014

Construction & Demolition(C&D) and Municipal Solid Waste (MSW) Landfills

- County to maintain financial, regulatory and environmental responsibility for landfill operations, closure and for post-closure maintenance/monitoring
- County to monitor operation and performance of University Landfill Gas Recovery System
- County to provide ancillary services for placement of materials such as:
    - White Goods/Appliances
    - Scrap Tires
    - Scrap Metal
    - Clean Wood Waste
    - Vegetative waste
    - Mattresses
    - Electronics
    - Household Hazardous Waste
    - Other materials as markets and program funding becomes available
- 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 County C&D Landfill
- Towns and County will, in support of the solid waste enterprise fund, deliver white goods/appliances, vegetative wastes and scrap metal and other materials as agreed on in the future, to County recycling facilities
- Tipping fees (if any) shall be established annually as part of the County budget process and become effective on July 1; County Manager's fee recommendations will be available to parties to Interlocal Agreement no later than May 1 and Solid Waste Director's fee recommendations will be available to parties to Interlocal Agreement no later than April 1 (County will respond to inquiries earlier if fee recommendations are available)

Municipal Solid Waste Collection and Transfer

- Carrboro, Chapel Hill, Hillsborough and Orange County will maintain authority and responsibility for MSW collected and transferred within their respective jurisdictions.
- Should the County or a Town (or Towns) plan, site and develop a waste transfer station the Agreement may be amended if necessary to clarify access, etc.

Possible County use of a local waste transfer station may need to be addressed more directly if a Town owned waste transfer station is developed. Likewise for Towns use if the County pursues a waste transfer station.

- County will develop, operate and fund Solid Waste Convenience Centers that accept residentially generated MSW, C&D, bulky waste, etc. for all County/Town residents.
- Parties will provide minimum twelve months' notice of intent to implement a pay-as-you-throw residential waste collection system that has the potential to financially or operationally impact another party.
- Any consideration of eliminating a program, facility or service shall first be discussed by the advisory committee/commission/board/group so that all parties may provide input to the decision.
- County will endeavor to maximize schedule of operation and services available (subject to material markets and budgetary considerations) 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 (pending)] services include:
    - residential municipal waste

- household hazardous waste
- cardboard
- waste oil, filters and anti-freeze
- yard waste
- scrap tires
- clean wood waste
- scrap metal and white goods
- cooking oil and residential food waste
- mixed recyclables (bottles, cans, mixed paper)
- rigid plastics
- textiles/shoes
- salvage shed
- electronics
- batteries (wet & dry cell)
- plastic film

Storm Debris Management

- County to provide landfill for construction debris created from severe storms
- County to provide debris management sites for delivery of severe storm event vegetative debris
- Emergency storm debris collection and monitoring are the responsibility of each jurisdiction unless otherwise noted in a separate MOU

Collection, Processing, Transfer and Materials Marketing of Recyclable Materials

Are more details are needed on the frequency of collection, types of containers, materials collected, etc.?

Recycling programs and services that are provided at the time of implementation of the Interlocal 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.

It is the County's objective to offer equivalent services/programs within the Towns. Some services may be provided to individual Towns as special negotiated services that may require service fees or other specific compensation. The portion of Chapel Hill located within Durham County should receive those services which other parts of the Town of Chapel Hill receive.

County to ensure that recycling programs/services provided by the County are of high quality and reliable with regard to customer service, 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 coordinate urban curbside recycling collection routing with municipal waste collection routing (as requested) to the extent possible, consistent with collection efficiency 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. Towns will coordinate/collaborate with County with regard to specific interests/initiatives that affect performance of County programs and services, such as PAYT, organics diversion, etc.

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. Reduction/addition in the number of centers within each Town shall be coordinated/reviewed by advisory board/commission/committee/group.

Current recycling services provided to the towns (incorporated municipalities) by the County include:

Weekly residential curbside collection (single stream) – co-mingled collection currently provided by contract to the County with 95 gallon roll carts; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

Multi-family collection (single stream) – co-mingled collection available to all multi-family facilities throughout the County at necessary collection frequency; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

Food Waste collection – available to all restaurant, food preparation, supermarket, etc. (pre and post-consumer) who meet a County established minimum monthly quantity generated threshold and can adhere to quality requirements and accessibility

Bar/Restaurant and other commercial location collection (single stream) – objective of providing services to all establishments in the County according to pending comprehensive recycling plan and available funding

Downtown Cardboard Collection (Chapel Hill only) – fee based on negotiated rate directly with Chapel Hill and may be available to other Towns upon request

Downtown Pedestrian Bins – fee based on negotiated rate directly with Chapel Hill and may be available to other Towns for a fee upon request; subject to coordination of receptacle used with County and level of contamination of materials

Park & Ride Lot Collection (currently 3 locations in Chapel Hill and 2 in Carrboro) - fee based on negotiated rate directly with Chapel Hill and Carrboro and may be available to Hillsborough upon request; subject to coordination of receptacle used with County and level of contamination of materials

Municipal Park Collection - fee based on negotiated rate directly with Chapel Hill and may be available to other Towns upon request; subject to coordination of receptacle used with County and level of contamination of materials

Government building collection for all local governments and OWASA – recycling service available to all local government buildings and OWASA; other government buildings at County discretion and available resources

Public Housing - (multi-family style service or single family, as appropriate to housing type) – public housing will be service in the same manner as other residences, whether multi-family or single family type service; County to provide periodic communication as needed with Department of Public Housing regarding outreach and education of residents, management and other changes to public housing services

Public Schools collection -- fee based, contracted service negotiated directly with the individual school system

Holiday Service – County will publish holiday schedules annually for curbside collection. There will be no service on New Year's Day, Thanksgiving Day and Christmas Day. Other holiday service will be scheduled according to specific day of week of observed holiday. County shall be responsible for providing service and facility holiday schedule to parties and to make a good faith effort to coordinate service schedules to the extent practicable.

Hours of Operation – County will establish hours of operation for County services/facilities; County will consult with Towns when changes in hours of operation are being considered, except in extenuating and temporary situations such as storm events; County will attempt to notify municipalities by 7am the morning of any event that impacts regular facility hours of operation

Recycling (unstaffed) Drop-off Centers – recycling drop-off centers within the Towns will be serviced by County on an as needed basis; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

- Towns will cooperate with County to site or maintain current locations as necessary

- materials currently available at these centers at the time of the execution of this agreement will be maintained and any consideration to reduce the current available materials will first be discussed by the advisory committee/commission/board
- materials may be added at County discretion
- County will, with the relevant Town cooperation, maintain the sites with regard to screening, signage, litter collection and illegal dumping (includes any existing agreement for site maintenance)

Customer Service, Education and Outreach

- County is responsible for preparation, distribution, expense and coordination for education and outreach services related to waste management, recycling and waste reduction services/programs under its administration, including advertising of holiday schedules. A multi-media approach will be utilized.

Solid Waste Management Planning, Data Management and Reporting

- County, in cooperation with the Towns of Carrboro, Chapel Hill and Hillsborough, is responsible for development and timely submission of required annual reporting and solid waste management planning to NC DENR.
- Towns and County will cooperate with requests for information/data in a timely fashion.
- Consideration will be given by County to investigation of increased diversion of organic wastes, especially commercially generated food wastes.
- Consideration will be given by County to investigation of increased diversion of commercial/non-residential wastes, including review of program financing
- County, in cooperation/coordination with the Towns, will develop recycling performance measures and tracking data for various programs of interest
    - Consistent with the reasonably available or obtainable data given the integrated nature of most recycling programs; annual reporting examples include:
        - Number of households and multifamily units served by curbside program/by Town
        - Number of businesses serviced with onsite collection service/by jurisdiction
        - Participation rates for curbside program by jurisdiction
        - comparison with prior year
    - To be provided upon request, annually or otherwise reasonably accessible
    - To maintain data in a secure manner, consistent with public records law of North Carolina

Financial

Fees for the purpose of providing Urban Curbside and Multi-family 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. The County will provide proposed fees to Towns for Urban Curbside and Multi-family recycling services by April 1 (Solid Waste Directors recommendation) and May 1 of each year (County Manager's recommendation if different from Directors), unless multi-year fee rate is established.

- The Towns 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.
- The Towns 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.
- The Town 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.

Annually no later than April 1 (Solid Waste Directors recommendation) and May 1 of each year (County Manager's recommendation if different from Directors), County shall notify Towns of the proposed tipping fees and fees associated with services other than recycling provided pursuant to the terms of this Agreement. Subject to the terms and any

exceptions provided in this section, 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 costs of providing the services contemplated by this Agreement.

- 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.
    - This 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.
    - County's service contract provider, a provider of some services contemplated by this Agreement, contains provisions for annual increases in costs based on annual increases in the national Consumer Price Index ("CPI"). This Paragraph shall not apply where a greater than ten percent (10%) fee increase is necessary based on the CPI increase requirement of County's contract with service provider, or any other service provider where the service contract contains a similar provision, and where County has notified Town prior to May 1 of a fiscal year in which such a CPI increase greater than 10 percent (10%) is expected for the next fiscal year.

Need to confirm that this is an accurate reflection of the process. Should Towns have the ability to comment/negotiate all fees charged to Town residents and to the Town governments, including Basic Services Fee, Convenience Center Fee, mattress recycling fee, C&D landfill fee, etc.? Wording is somewhat confusing.

In the event a Town or Towns fail to approve a fee increase of greater than ten percent (10%) 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.

- Any termination pursuant to this section shall be without cost or penalty to County.
- In the event County terminates this Agreement pursuant to the terms of this section the Town or Towns with which the Agreement is terminated shall be responsible for the full amount of any outstanding costs or debt related to the provision of services contemplated by this Agreement as such costs or debt apply within its territorial jurisdiction. Need better understanding as to definition of debt.
- Any termination pursuant to this section 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).

"If the County determines that it is or may be advisable to create and impose any additional type of Governmental Fee (beyond the existing Urban Curbside and Multi-family Fee), then the County will give at least 60 days' notice of the proposed Governmental Fee to the other parties. A Governmental Fee may then be imposed only if the creation and imposition of such Governmental Fee is subsequently approved by the County and at least one other of the largest two (by population) local government Parties. A new Governmental Fee will take effect at the end of the notice period or, if later, the date of the last Governing Body approval necessary for it to take effect."

"The County may increase any individual Governmental Fee (except the existing Urban Curbside or Multi-family Fee) from time to time in its discretion with at least 60 days' notice of the increase to all Parties. The County may not, however, increase any individual Governmental Fee during or at the beginning of any Fiscal Year to a fee that exceeds the fee in effect at the end of the preceding Fiscal Year by more than 10%, without the prior consent of all the other Parties. The Parties intend and agree that the County shall endeavor to adjust any and all Governmental Fees only annually, with changes becoming effective only at the beginning of a Fiscal Year."

Advisory Board or Citizens Committee

Staff discussed adding more detail here but had little direction from elected officials.

- Representing each Town, County and potentially the University
- State composition, terms, rules of procedure and membership
- State mission/charge

- Advise the County's governing board on matters related to solid waste and recycling services, programs and policies of the waste management system governed by this Interlocal Agreement.
    - To recommend programs, policies, expansions amendments and reductions of services and other matters related to the operation of the system
    - To provide a forum for development of a comprehensive county-wide solid waste plan
    - To provide advice to the County Manager and Board of Commissioners with regard to development of the proposed annual solid waste budget
    - To respond to inquiries or requests for opinion from the County's governing body, or such other matters as any Town governing Board or the County Manager may request
    - To initiate research, analysis or review on existing services, programs or policies
    - To provide a public forum for the discussion of issues related to system programs/policies

Note: Elected officials may wish to initiate a separate process to determine nature and composition of advisory committee/commission or board, or Orange County Waste Partners Group.

Code Enforcement/Regulatory Compliance

- Towns will allow enforcement of County regulated recyclable material ordinance (RRMO) within Town municipal limits
- Towns may assist in enforcement of RRMO using their staff in coordination with County staff
- Towns will monitor waste collected by Town staff for banned materials in order to prevent their delivery for disposal
- County will provide solid waste plan advice, review and approvals in concert with development applications to various jurisdictions

Term of Agreement

Interlocal Agreement will become effective upon execution by each Town and County and remain in effect until eliminated by agreement of the parties or the majority of the parties withdraw. Parties to the agreement may withdraw with 12 month notice and payment of its per-capita share of any outstanding debt related to the services, facilities and programs listed above and any debt which is incurred while a party to the Interlocal Agreement up to the time of notice to withdraw. The withdrawing party shall be responsible for the full amount of any outstanding costs or debt related to the provision of services or facilities contemplated by this Agreement as such costs or debt apply within its territorial jurisdiction.

All agreed that a better definition of debt should be provided.

Should an acceptable materials list for each program be included?