

AGENDA
CARRBORO BOARD OF ALDERMEN
TUESDAY, OCTOBER 11, 1994
7:30 P.M., TOWN HALL BOARD ROOM

Approximate Time*

7:30 - 7:35 A. Approval of Minutes of Previous Meeting: October 4, 1994

7:35 - 7:45 B. Resolutions, Proclamations and Charges

7:45 - 7:55 C. Requests from Visitors and Speakers from the Floor

 D. Other Matters

7:55 - 8:15 (1) **Report from Subcommittee on Development of Horace Williams' Tract**
P/5

The Town of Carrboro was invited by Chancellor Hardin to participate in the planning process for undeveloped University lands. The Mayor and Board of Aldermen established a subcommittee to recommend how Carrboro would participate in this process. The purpose of this item is to discuss the subcommittee's recommendations.

8:15 - 8:25 (2) **Contract for Household Hazardous Waste Program**
P/5

On June 21, 1994 the Board of Aldermen approved an interlocal cooperative agreement for the disposal of household hazardous waste. Triangle J Council of Governments has solicited proposals for these services and now is prepared to enter into a contract. The Town of Carrboro must sign this contract. The purpose of this agenda item is to authorize the Mayor to sign the contract.

8:25 - 8:30 (3) **Appointment to Orange County Senior Center Task Force**
NP

The Orange County Board of Commissioners has established a committee to develop an Orange County Senior Center Development Plan and has requested that the Town of Carrboro nominate a representative to serve on this task force. The Board of Aldermen will consider making an appointment to this task force.

8:30 - 8:40 BREAK

 E. Worksession

8:40 - 9:40 (1) **Third Quarter Board Worksession**
NP

The Board of Aldermen will hold its third quarter worksession to discuss the following matters:

- (a) Status Report on Carrboro Day
- (b) Status Report from Small Area Planning Work Group
- (c) Discussion of Community Conflict Resolution
- (d) Report from Community Building Subcommittee on establishment of Neighborhood Advisory Boards

9:40 - 9:50 F. MATTERS BY MANAGER

9:50 - 10:00 G. MATTERS BY TOWN ATTORNEY

10:00 - 10:10 H. MATTERS BY BOARD MEMBERS

***The times listed on the agenda are intended only as general indications. Citizens are encouraged to arrive at 7:30 p.m. as the Board of Aldermen at times considers items out of the order listed on the agenda.**

BOARD OF ALDERMEN

ITEM NO. D(1)

AGENDA ITEM ABSTRACT

MEETING DATE: October 11, 1994

SUBJECT: Report from Subcommittee on Development of Horace Williams' Tract

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|---|---|
| DEPARTMENT: Administration | PUBLIC HEARING: YES ____ NO <u>x</u> |
| ATTACHMENTS: Memo from Town Attorney | FOR INFORMATION CONTACT: Robert Morgan, 968-7706 |
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PURPOSE

The Town of Carrboro was invited by Chancellor Hardin to participate in the planning process for undeveloped university lands. The Mayor and the Board of Aldermen established a subcommittee to recommend how Carrboro would participate in this process. The purpose of this item is to discuss the subcommittee's recommendation.

SUMMARY

If the Board adopts the recommendations of this report it will:

- establish the objectives for the planning process for development of the Horace Williams' tract;
- establish an advisory board to work with the University in planning the land use on the Horace Williams' tract; and
- set a public hearing on the land use of the Horace Williams' tract.

ANALYSIS

The University has hired a consulting firm to assist them in planning undeveloped university property (Horace Williams' tract and the Mason Farm Area). The Horace Williams' tract is in and adjacent to Carrboro's planning jurisdiction. The Chancellor has invited the community to participate in the planning process and more specifically the two towns. It is clear that development of the Horace Williams' tract would have an impact on Carrboro. At this time the citizens of Carrboro have not had an opportunity to express their concerns about the development of this tract.

The Town of Chapel Hill has held two public hearings on this process and is appointing an advisory board to work with the University. It is recommended that Carrboro appoint a similar committee to work with the University and that there be a liaison from Chapel Hill's Advisory Board on our advisory board and that a Carrboro member sit on Chapel Hill's Advisory Board. It is recommended that the composition of the Advisory Board be as follows:

- 2 members of the Carrboro Board of Aldermen
- 1 member of the Carrboro Planning Board
- 1 member of the Carrboro Transportation Advisory Board
- ³ 5 members of the Carrboro Small Area Planning Group or other Carrboro citizens with at least three of these from adjacent neighborhoods to the Horace Williams' Tract
- 1 member of the Chapel Hill University Land Use Advisory Panel (ex officio member)
- 1 member of Carrboro Recreation & Parks Comm.

The charge of the Advisory Board would be as follows:

- Defend the town's interest and objectives (11.5)*
- Provide input to the University about community interests and objectives that should be considered as plans are prepared.
 - Keep Mayor and Board of Aldermen informed about work in progress.
 - Identify points in the process where a Public hearing would be appropriate, to bring information to the attention of the community and provide opportunity for citizen comment.
 - Prepare recommendations for the Mayor and Board of Aldermen consideration regarding plans that are prepared.

The Town of Chapel Hill is now soliciting applications for its advisory panel and will appoint members by the end of October. It would appear that the Town of Carrboro could do the same which would allow both committees to meet jointly with the University. It is assumed that the advisory boards from both Towns would meet jointly with the University but would meet separately for individual work sessions.

It is also recommended that the process be designed with the following features:

- Opportunities for citizens to make comments at the outset of the process about their ideas and concerns regarding the Horace Williams' tract.
- Early opportunities for citizens to view work in progress.
- Opportunities for citizens to make comments on conclusions and recommendations for consideration by the University.
- Close involvement by elected officials and Town staff as the plan is prepared.

Citizens of Carrboro have not had an opportunity to discuss the development of the Horace Williams' tract. It is recommended that a public hearing be set for October 25, 1994 to solicit public concerns and interest about this property. This input can be used by the advisory board in its initial work in this process.

ACTION REQUESTED

It is requested that the Mayor and Board of Aldermen:

1. Authorize the establishment of the Carrboro/University Land Use Planning Advisory Board with a composition and charge as recommended;
2. Endorse the recommended objectives of the planning process;
3. Set a public hearing for October 25, 1994 to collect public comments concerning the University's development of the Horace Williams' tract and to appoint the advisory board.

Neighb

MICHAEL B. BROUGH & ASSOCIATES

MEMORANDUM

TO: Mayor and Board of Alderman
Town of Carrboro

FROM: Michael B. Brough *M/B*

DATE: October 6, 1994

RE: Town's Regulatory Control Over Land Owned By UNC

The manager has requested that I prepare this memorandum for the Board discussing the Town's authority to control the use of land owned by UNC within Carrboro's planning jurisdiction. Subject to the qualifications set forth below, the basic principle is that use of land by UNC within Carrboro's planning jurisdiction is subject to the same control that the Town has over other property under its land use ordinance. The authority for this view is set forth in N.C.G.S. § 160A-392, which provides that: "All of the provision of this Part [the zoning enabling legislation] are hereby made applicable to the erection, construction, and use of buildings by the State of North Carolina and its political subdivisions."

The first qualification to the foregoing principle is that the above statute recites that no land owned by the State of North Carolina may be included within an overlay district or a special use or conditional use district without approval of the Council of State. However, this qualification seems to be of little significance because the Town has no special or conditional use districts and its overlay districts (Residential High Density and Commercial Overlay, Section 15-140, and Neighborhood Preservation Overlay, section 15-141) have no apparent applicability to the University owned property.

Second, in the case of Davidson County v. City of High Point, 85 N.C.App. 26, 354 S.E.2d 280(1987), the North Carolina Court of Appeals interpreted the term "buildings" in the above-quoted statute very literally. The court held that a sewage treatment facility owned by the City of High Point was not a "building" and therefore not subject to Davidson County's zoning ordinance. On appeal to the Supreme Court, that court upheld the decision of the Court of Appeals but on an alternative basis. Nevertheless, because the Supreme Court did not disavow the reasoning of the Court of Appeals, it appears that the Town's jurisdiction may extend only to buildings that would be constructed by the University, and not, for example, to an extension of the runway or the creation of a parking lot. The Board may recall that that was the reasoning upon which the Town exercised control over that portion of the OWASA expansion at University Lake that involved the building but not other portions that did not involve the construction of a building. However, since it appears likely that any use of the University owned property in question would involve the construction of buildings, this limitation may also have little practical significance.

October 6, 1994
Page Two

Third, the subdivision enabling legislation does not have any specific provision comparable to the above-quoted section that applies to the zoning enabling legislation. The significance of this is not entirely clear, but I would certainly take the position that any subdivision of University property would be subject to the Town's approval process.

Finally, the University has always been able to demonstrate a remarkable ability to obtain what it wants either from the courts or the legislature. In my personal experience, when Carrboro, Chapel Hill, and Orange County sought to tax University owned property some years ago, the North Carolina Supreme Court simply reversed settled precedent and held that mere ownership by the University exempted the property from taxation, irrespective of whether it was used for a public purpose. Additionally, a few years ago when the University sought to obtain approval for some facility within the Town of Chapel Hill's historic district to which the town raised some objection, the University obtained from the General Assembly an amendment to N.C.G.S. 160A-399.11 that exempted the University from the obligation to obtain a certificate of appropriateness for the project in question. I mention these examples only by way of emphasizing that, while the law is always dynamic, making it difficult to state what the law is, the University has in the past demonstrated a unique ability to affect that dynamism in a manner favorable to it.

Please let me know if further clarification is needed.

BOARD OF ALDERMEN

ITEM NO. D(2)

AGENDA ITEM ABSTRACT

MEETING DATE: October 11, 1994

SUBJECT: Contract for Household Hazardous Waste Program

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|---|---|
| DEPARTMENT: Administration | PUBLIC HEARING: YES ____ NO <u>x</u> |
| ATTACHMENTS: Resolution, Agreement | FOR INFORMATION CONTACT: Robert Morgan, 968-7706 |

PURPOSE

On June 21, 1994 the Mayor and Board of Aldermen approved an interlocal cooperative agreement for the disposal of household hazardous waste. Triangle J COG has solicited proposals for these services and now is prepared to enter into a contract. The Town of Carrboro must sign this contract. The purpose of this agenda item is to authorize the Mayor to sign the contract.

ANALYSIS

Attached is a copy of the resolution the Board adopted on June 21, 1994 authorizing the Mayor to sign an interlocal agreement for disposal of household hazardous waste. This interlocal agreement stated that the parties "agree in concept to having one contract between them and a single private household hazardous waste disposal contractor, with addenda as may be necessary to reflect particular circumstances of individual jurisdictions." The attached contract with Laidlaw Environmental Services, Inc. is the contract referred to in that clause.

This contract does not commit Carrboro to paying any money other than what is budgeted for the household hazardous waste program through the Landfill Owners Group budget.

This contract has been reviewed by solid waste planners and attorneys from all the jurisdictions involved.

ACTION REQUESTED

The administration requests the Mayor and Board of Aldermen to authorize the Mayor to sign the enclosed contract for household hazardous waste disposal.

REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM

Blair Pollock, Solid Waste Planner for the Town of Chapel Hill, explained a proposal for the Town of Carrboro and other member governments of the Landfill Owners' Group to participate in a regional household hazardous waste collection program with Chatham, Durham and Wake Counties and the City of Durham.

The following resolution was introduced by Alderman Randy Marshall and duly seconded by Alderman Michael Nelson.

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN
AN INTERLOCAL COOPERATIVE AGREEMENT
FOR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE
Resolution No. 64/93-94**

WHEREAS, the Triangle Regional solid waste planners' group has determined that permanent collection sites are a more cost-effective way to collect household hazardous wastes than individual collection days; and

WHEREAS, the solid waste planners' group has further determined that a four-county cooperative program involving Chatham, Durham, Orange and Wake Counties could produce further savings in both program publicity and costs of disposal; and

WHEREAS, the Carrboro Board of Aldermen has previously endorsed the concept of regional household hazardous waste collection in its July 6, 1993 resolution; and

WHEREAS, the Orange Regional Landfill Budget for 1994-95 contains an allocation of funds for household hazardous waste education, collection and disposal; and

WHEREAS, The Triangle Regional Solid Waste Planners' Group has developed a regional cooperative agreement that has been supported by other member governments to the agreement.

NOW, THEREFORE, THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO RESOLVES:

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign the Interlocal Cooperative Agreement for Disposal of Household Hazardous Waste.

Section 2. This resolution shall become effective upon adoption.

The foregoing resolution having been submitted to a vote, received the following vote and was duly adopted this 21st day of June, 1994:

Ayes: Michael Nelson, Randy Marshall, Hank Anderson, Eleanor Kinnaird, Frances Shetley, Jacquelyn Gist, Jay Bryan

Noes: None

Absent or Excused: None

AGREEMENT
BETWEEN
LAIDLAW ENVIRONMENTAL SERVICES (TS), INC.
AND
THE COUNTY OF CHATHAM, THE COUNTY OF DURHAM,
THE COUNTY OF ORANGE, THE COUNTY OF WAKE,
THE TOWN OF CARRBORO, THE TOWN OF CHAPEL HILL,
AND THE CITY OF DURHAM
CONCERNING
HOUSEHOLD HAZARDOUS WASTE COLLECTION

This Household Hazardous Waste Collection Agreement ("this Agreement") by and between the Counties of Orange, Chatham, Wake and Durham, the City of Durham and the Towns of Chapel Hill and Carrboro, all of which are sovereign governmental entities located in the State of North Carolina (hereinafter referred to individually as a "Sponsor" or collectively referred to as the "Sponsors", as the context may require) and Laidlaw Environmental Services (TS), Inc., a Delaware corporation, (hereinafter "LES") is entered into on this the _____ day of _____, 1994.

WITNESSETH:

WHEREAS, the Sponsors desire to conduct Household Hazardous Waste Collection Programs to provide a safe, convenient place where citizens of the Sponsors can dispose of stored household hazardous wastes; and

WHEREAS, the Sponsors desire to hire a professional contractor knowledgeable and experienced in conducting such waste disposal programs; and

WHEREAS, LES has represented that it is staffed with personnel knowledgeable and experienced in conducting such waste disposal programs;

NOW, THEREFORE, in consideration of the mutual promises and benefits of this Agreement, the Sponsors and LES agree as follows:

1. Employment of LES. The Sponsors agree to hire LES and LES agrees to act as the Sponsors' contractor to conduct the Household Hazardous Waste Collection Programs described herein and for a term of three (3) years provided sufficient funds are allocated by the Sponsors and performance by LES is satisfactory. This Agreement may be extended for additional terms as agreed to by the parties.
2. Scope of Services. LES shall perform in a good and professional manner the services identified in the Sponsors' Request for Proposal dated September 14, 1993, as modified by LES's Proposal dated October 28, 1993 (copies of which are attached hereto and incorporated by reference) as well as the services listed in this Agreement and Appendices numbered 1 through 5. Any conflict between the terms of this Agreement and the terms of the Request for Proposal or the Proposal will be governed by the terms of this Agreement.
 - a. LES shall have present at each collection site employees or agents of LES as described in the Proposal trained in the identification of hazardous and acutely hazardous wastes (collectively "Waste or Wastes") as defined by federal or North Carolina laws or regulations, and such materials and equipment as are necessary to handle, containerize, label, load and transport such Wastes from the Sponsor's service area in a manner conforming to federal and North Carolina laws and regulations.
 - b. LES shall accept Wastes, for transportation and disposal from the Sponsors' service areas, only from such individuals as are designated by a Sponsor's representative present at the site as being residents of one of the four

counties within the Sponsors' service areas, and only in such amounts as are approved by such representative.

c. Except as provided herein and in Paragraph d and e below, LES disclaims all responsibility for and assumes no liability for the following Wastes which it will neither handle at the site nor accept for disposal: Compressed Gas Cylinders, Explosives or Shock Sensitive Materials and Ammunition, Unknown Materials (defined as being unidentifiable after the initial analysis is performed at the Sponsors' service area during a Household Hazardous Waste Collection Program), Radioactive Materials, Infectious or Biologically Active Materials, Dioxin (except as provided in paragraph 2d below), Tri, Tetra- and Pentachlorophenols and their Chlorophenoxy derivative Acids, Esters, Ethers, Amines and other Salts (i.e., Sodium Pentachlorophenate, 2,4,5-T, Silvex and 2,4,5-TP). If a citizen brings any Waste chemical listed in this Paragraph, other than those listed in Paragraph d, below, to the collection station, and if the Sponsors decide to accept the Waste, LES shall package the material for the Sponsors and the Sponsors shall compensate LES for packaging services in accordance with the fee schedule set forth in the Proposal. LES shall endeavor to arrange for disposal of such material with a properly permitted and licensed Subcontractor; however, if either the disposal arrangements or the charges for such disposal are unsatisfactory to the Sponsors, then further management and disposal of such material shall be the sole responsibility of the Sponsors.

d. Dioxin associated Waste from households shall be handled by LES only through incineration and the Sponsors shall compensate LES for packaging, transportation, and disposal in accordance with the fee schedule.

e. Waste shall be considered nonconforming if it fails to meet the waste description applicable thereto in any material respect. In the event the Waste is discovered to be nonconforming at any time within thirty (30) days, LES may revoke its acceptance of the Waste. The revocation of acceptance shall be effective immediately upon receipt of written notice to the Sponsor(s) or their agent if such agent, if any, has been duly authorized in writing by the Sponsor(s)

to serve as an agent. Sponsors shall have seven (7) days to direct an alternative lawful manner of disposition of the Waste, unless it is necessary by reason of applicable federal, state, or local laws, regulations, orders, permits, ordinances or requirements (hereinafter collectively referred to in this Agreement as Laws) or LES facility permit or operating procedure to move the nonconforming Waste in less than seven days. If the Sponsor does not direct an alternative lawful manner of disposition within said seven days or, if required, within a shorter period, LES shall return the Waste to the Sponsor. Sponsor shall pay LES its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for nonconforming Waste. If the Waste is discovered to be nonconforming, LES shall be responsible only for its employees', agents', subcontractors', or invitees' negligent acts or omissions with respect to such Waste or failure to perform in accordance with this Agreement.

f. Storage time and restrictions shall be determined by Laws; safety considerations; and space demands and expense to the Sponsors. The Sponsors will develop a collection schedule mutually agreeable to LES. LES shall pick up materials within seven (7) days of notification by a Sponsor or its agent, if such agent, if any, has been duly authorized in writing by the Sponsor to serve as an agent.

g. As needed, LES shall transport Wastes off-site in vehicles permitted for such transportation, according to Laws. LES must provide for disposal of Wastes through treatment, recycling and/or incineration with landfilling as a last resort at a Federally permitted hazardous waste disposal site. LES shall advise the Sponsors as to the options available for the disposition of the Waste. To the extent allowed by Laws, the Sponsors shall choose, on an annual basis, the method in which the Waste shall be reused, recycled, or disposed. Sponsors may also develop a criteria for determining which Wastes are set aside for reuse or recycling by Sponsors instead of by LES.

h. LES shall turn over to each Sponsor a listing of all Wastes packaged for disposal prior to leaving each site and an acknowledgment of receipt within

thirty (30) days of its receipt at the LES facility. LES shall complete all manifest and shipping papers and shall provide such completed records within five (5) working days to each Sponsor once receipt at a reuse, recycling, or disposal facility is complete. LES shall provide documentation in compliance with Laws attesting that the Waste has been ultimately disposed of pursuant to this Agreement. Individual manifests must be submitted to each Sponsor based on its respective collections.

i. LES shall submit monthly reports to the Sponsors or their duly authorized agent. These monthly reports shall be in a form and contain information on Waste amounts, Waste composition, and costs as designated by the Sponsors or their duly authorized agent. LES shall maintain all records for a period of five (5) years, and allow the Sponsors and their duly authorized agents reasonable access thereto upon receipt of a written request from a Sponsor or its duly authorized agents. For all work being performed under this Agreement, the Sponsors have the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although LES must make the materials to be audited available within one (1) week of the request of them.

3. Time and Performance. LES shall begin the services to be performed under this Agreement upon Notice to Proceed from the Sponsors, and shall undertake such services to assure readiness for and successful completion of the Household Hazardous Waste Collection Program.

4. Termination. Either LES or the Sponsors may terminate this Agreement for convenience and without cause, upon one hundred twenty (120) days prior written notice to the other party(ies). Such termination shall be without prejudice to any remedy LES or the Sponsors may have pertaining to this Agreement. In the event of termination, any work in progress will continue to completion unless specified otherwise in the notice of termination. The Sponsors shall pay for any such work in progress that is completed by LES and accepted by the Sponsors.

5. Excuse of Performance. The Sponsors' obligation to deliver and LES' obligation to accept for servicing any Waste pursuant to this Agreement may be suspended by either party in the event of any of the following events which prevent the delivery, transportation, acceptance, treatment, incineration, or disposal of the Waste: act of God, war, riot, fire, explosion, accident, flood, sabotage; compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of governmental permits or other required licenses or approvals; national defense requirements or any other event beyond the reasonable control of such party; labor trouble, strike, lockout or injunction; provided, however, that the event is not due to acts or omissions which are in the reasonable control of the party claiming an excuse of performance, and further provided that neither party shall be required to settle a labor dispute against its own best judgment. The parties shall use their best efforts to perform this Agreement upon the cessation of the event giving rise to the delay.

6. Compensation and Payment.

a. The Sponsors agree to pay LES for its services in accordance with the price and terms of payment set forth in the attached Appendix #6, the Pricing Appendix. Prices quoted in the Pricing Appendix are to be firm for one (1) year following the date of execution of this Agreement. Subsequent price adjustments after that date shall be limited to no more than the amount of the annual percentage change of the Consumer Price Index for the twelve month period immediately prior to the date of the request. "Consumer Price Index" shall mean the consumer price index for all urban consumers (all items index) as published by the U.S. Department of Labor, Bureau of Labor Statistics, from time to time; provided, however, if such Consumer Price Index is no longer published, such term shall refer to any other reasonable cost of living index agreed to by the parties hereto. Sponsors shall be notified by March 1, 1995 of any such price adjustment request to be effective at any time during fiscal year 1995-96; Sponsors shall be notified by March 1, 1996 of any such request to be effective at any time during fiscal year 1996-97. The request for any price

increase shall be accompanied by supporting documentation justifying the requested increase.

b. Payment terms are net forty-five (45) days from receipt of an accurate invoice. In the event of dispute as to the accuracy of an invoice, the Sponsors agree to pay all undisputed amounts within the time set forth herein. LES and the Sponsors agree that, in the event a Sponsor fails to make payment when due, an amount equal to 8.0% per annum will be added to all undisputed amounts outstanding from that Sponsor for more than thirty (30) days. This amount will be calculated on the number of days in excess of forty-five (45) days past the invoice date to the date payment is received by LES. The Sponsors are responsible for notifying LES of any question concerning an invoice. No interest will accrue on disputed amounts during the pendency of the dispute, unless it is determined by a court of competent jurisdiction that there was no factual or legal basis for the dispute.

c. The Sponsors shall reimburse LES for taxes, tariffs, fees, surcharges, or other charges imposed by legislation or regulations enacted or promulgated by any federal, North Carolina, or local agency having jurisdiction, after the execution date of this Agreement and levied specifically upon the transportation, treatment, storage, incineration, recycling, or disposal of the Waste upon thirty (30) days written notice of such change in legislation and upon submission by LES of evidence reasonably satisfactory to the Sponsor that such charges have been paid; provided, however, that Sponsors shall not reimburse LES for any portion of such taxes, tariffs, fees, surcharges, or other charges arising out of LES violation of Laws.

d. Cost estimates for all non-disposal services requested by individual Sponsors shall be provided to Sponsors by LES in advance of performing such services. Specific services and costs shall be subject to advance approval by individual Sponsors.

7. Generator. LES shall be deemed to be the "Generator", for recordkeeping and paperwork purposes, of all Wastes accepted by LES during the Household

Hazardous Waste Program from residents of the Sponsors service areas. The "Generator" of the Waste pursuant to applicable Laws shall be determined in accordance with applicable Laws.

8. Licenses. LES certifies that, prior to performing each service pursuant to this Agreement, it will have any and all federal, North Carolina, and local licenses or permits necessary to perform that service.

9. Insurance. LES shall procure and maintain, at its expense during the term of this Agreement, at least the following insurance covering the services to be performed under this Agreement: (a) Worker's Compensation - \$1,000,000 or statutory; (b) Employer's Liability - \$5,000,000 per occurrence; (c) General Liability (bodily injury and property damage) - \$5,000,000 per occurrence, \$10,000,000 annual aggregate combined single limit; (d) Automobile Liability - \$5,000,000 per occurrence combined single limit; (e) Environmental Impairment Liability for sudden accidental occurrences - \$1,000,000 per occurrence, \$2,000,000 annual aggregate; (f) MCS90 Endorsement for hazardous materials transportation - \$5,000,000. At least ten (10) days before the first collection day, LES shall provide the Sponsors with a Certificate of Insurance showing coverages a, b, c, and d above, naming the Sponsor as certificate holder and noting the Sponsors' interest. LES shall also provide copies of documents demonstrating coverages e and f above.

a. The Sponsors shall each be named as additional insured on the Commercial General Liability policy.

b. Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Certificates of Insurance on an Accord 255 (7/90) or similar form meeting required insurance provisions shall be forwarded to the Sponsors for contractor and any subcontractors. Each Sponsor shall receive a certificate and be named certificate holder. Renewal certificates shall be sent to each Sponsor sixty (60) days prior to any expiration date. There shall also be a thirty (30) day notification to the Sponsors prior to cancellation or modification of any stipulated insurance coverage. Wording on

the Certificate of Insurance which states that no liability shall be imposed upon LES for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Sponsors at any time.

c. It shall be the responsibility of LES to insure that all subcontractors comply with the same insurance requirements that LES is required to meet.

10. Title to Waste. Title to all identified Wastes accepted by LES at the site from residents of the Sponsors' service areas for transport and disposal by LES shall pass directly from such residents to LES at the time of its acceptance. Title to all nonconforming Waste not accepted at the site but subsequently accepted by LES for transport and disposal shall be deemed to pass directly from such residents to LES retroactive to the date received by LES.

11. Warranty. LES warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment, and disposal of Wastes. LES further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using best industry-accepted practices, and in full compliance with all Laws. Sponsors warrant that they are in compliance with all Laws governing their activities under this Agreement, and that they are under no legal restraint or order which would prohibit transfer of possession or title of collected Wastes to LES or prohibit the servicing of such Waste or LES's performance of services under this Agreement. Sponsor will cooperate and/or assist LES, as requested, at no cost to the Sponsor, with LES' defense, negotiation, adjustment and or settlement of a claim against Sponsor.

12. Indemnification.

a. To the maximum extent allowed by law, LES shall indemnify and save harmless Sponsors from and against all charges that arise from, in connection with, or out of this contract to the extent such charges are a result of errors, omissions, or negligent acts of LES or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. In performing duties

under this subsection "a," LES shall at its expense defend Sponsors with legal counsel reasonably acceptable to the Sponsors.

b. **Definitions.** As used in subsection "a" above, "charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines (including but not limited to those levied by the North Carolina Department of Environment, Health, and Natural Resources), penalties, royalties, settlements, and expenses (including interest and reasonable attorneys' fee assessed as part of any such item); "Sponsors" means all Sponsors and their officers, officials, independent contractors (other than LES), agents, and employees.

13. **Independent Contractor.** LES is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither LES nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Sponsor.

14. **Obligation to Fund.** The parties recognize that the Sponsors have budgeted certain appropriated monies to support a household hazardous waste collection program and have allocated a specific portion of these monies as compensation under this Agreement. The parties further recognize and agree that the Sponsors, by entering into this Agreement, have undertaken no obligation to provide any funds to LES other than the specific allocation from the current year's funds which the Sponsors have agreed to provide as compensation hereunder. The parties also agree that, if for any reason not anticipated by the Sponsors, funds appropriated hereunder cannot be made available, any Sponsor has the right to withdraw from this Agreement upon sixty (60) days written notice to LES and to the other parties to this Agreement; provided, however, that any amounts owed to LES by a Sponsor for work already performed under this Agreement shall be paid by that Sponsor to LES. The Sponsors will give LES a "not to exceed" price for each fiscal period. In the event that the compensation due to LES from any Sponsor approximates the "not to exceed" price, that

Sponsor shall have the option of curtailing collection and disposal of Wastes for the remainder of the fiscal year.

15. Headings. The titles of the paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting the provisions of this Agreement.

16. Modification. No modification of this Agreement shall be binding on LES or the Sponsor unless set out in writing signed by all parties, except, however, that the Pricing Appendix may be modified as set forth in this Agreement.

17. Completeness of Agreement. This Agreement and any documents incorporated by reference herein contain all the terms and conditions agreed to by the Sponsor and LES, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. When Rights and Remedies Not Waived. In no event shall the making by the Sponsor of any payment to LES constitute or be construed as a waiver by the Sponsor of any breach of covenant, or any default which may then exist, on the part of LES, and the making of any such payment by the Sponsor while any such breach or default exist shall in no way impair or prejudice any right or remedy available to the Sponsor with respect to such breach or default. Any waiver by either party of any provision or condition of this Agreement shall not be construed or decreed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.

19. Personnel. LES represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. LES is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all its employees and operation.

a. LES and Sponsors recognize that employees of the Sponsors' and volunteers recruited by the Sponsors may perform various functions during the collection event. The Sponsors shall have and maintain complete control over all

of its agents, employees, volunteers and operations. The Sponsors, anyone employed by them and their volunteers shall not be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of LES. LES shall have no responsibility or liability for the actions of the Sponsors' employees, agents, volunteers or other contractors.

b. LES shall offer Sponsors' employees and volunteers some or all of the following Level 1 items identical to those used by LES personnel: Tyvek coveralls, gloves, splash goggles or glasses as set forth in LES proposal. These items can be provided by LES as a convenience to the Sponsors in order to assist the Sponsors' employees and volunteers in remaining clean during a collection event. LES shall extend to Sponsors the same warranties that the manufacturers of these items extend to LES, but LES makes no claims or warranties as to the safety or protective qualities of these items beyond those of the manufacturers, and LES is not responsible for the use or misuse of these items by Sponsors' employees and volunteers.

20. Non-Discrimination Provision. During the performance of this Agreement, LES agrees as follows:

a. LES shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. LES shall take affirmative action to insure that applicants are employed and that employees are treated equally without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LES shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions.

b. LES shall in all solicitations or advertisement for employees placed by or on behalf of LES, state that all qualified applicants will received consideration

for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

c. LES shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.

d. In the event of LES's noncompliance with these EEO provisions, any Sponsor may cancel, terminate, or suspend this contract, in whole or in part, and the Sponsor may declare LES ineligible for further Sponsor contracts.

e. Unless exempted by a Sponsor, LES shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

f. The Sponsors oppose discrimination on the basis of race and sex and urge all of their contractors to provide a fair opportunity for minorities and women to participate in their workforce and as subcontractors and vendors under Sponsor contracts.

21. Patent Infringement Disclaimer. LES disclaims any and all liability for past, present or future patent infringement relating to any apparatus, process, design, product, composition or structure which is made, constructed, used, sold, practiced, or supplied by LES at the explicit written direction, control, or order of any Sponsor for the purpose of fulfilling the terms of this Agreement. Unless LES knew or reasonably should have known that the same constitutes a patent infringement, LES does not represent and expressly does not warrant that any apparatus, process, design, product, composition, or structure which is made, constructed, used, sold, practiced or supplied by LES at the explicit written direction, control, or order of any Sponsor does not infringe any issued or future United States or foreign patent. LES does warrant, however, that LES has the expertise and experience sufficient to perform its duties and obligations under this Agreement in a proper and competent manner. Sponsor may not seek indemnification from LES for any damages, attorneys fees or costs as a result of a

claim of patent infringement brought against it relating to any apparatus, process, design, product, composition or structure which was made, constructed, used, sold, practiced or supplied by LES at the explicit written direction, control, or order of any Sponsor, unless LES knew or should have known that the same constitutes a patent infringement.

22. Notices.

a. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

If to the Sponsors:

Phil Carter
Solid Waste Director
Wake County Solid Waste Division
PO Box 550
Raleigh, NC 27602

Nancy Lee Newell
Solid Waste Process Engineer
City of Durham Sanitation Department
101 City Hall Plaza
Durham, NC 27701

Matt Young
Recycling Coordinator
Chatham County Public Works Department
PO Box 87
Pittsboro, NC 27312

Blair Pollock
Solid Waste Planner
Chapel Hill Public Works Department
306 N. Columbia Street
Chapel Hill, NC 27516

Chris Peterson
Public Works Director
Carrboro Public Works Department
PO Box 829
Carrboro, NC 27510

Bill Renfrow
Special Projects Director
County of Durham
200 E. Main Street
Durham, NC 27701

with a copy to:

Judy Kincaid
Solid Waste Planner
Triangle J Council of Governments
PO Box 12276
Research Triangle Park, NC 27709

Wilbert McAdoo
Public Works Director
Orange County Public Works
Department
PO Box 8181
Hillsborough, NC 27278

If to LES:

with a copy to:

Laidlaw Environmental
Services(TS), Inc.
Attn: Facility Manager
208 Watlington Industrial Drive.
Reidsville, NC 27320

Laidlaw Environmental Services,
Inc.
Attn: Legal Department
220 Outlet Pointe Blvd.
PO Box 210799
Columbia, SC 29221

All parties shall have the right to change the name of the person designated in this section to receive notices by so notifying all other parties in writing, and such change shall not constitute a modification to this Agreement.

b. Each individual Sponsor shall give written notice to LES of a claim for indemnification under paragraph 12 of this Agreement within fifteen (15) days following the individual Sponsor's first knowledge of the event or occurrence which gives rise to that claim; provided, however, that failure to give such written notice shall not affect LES's obligation to indemnify unless such failure results in LES being unable to defend the claim or results in actual prejudice to LES's legal rights or results in a situation of default in a legal or administrative proceeding on the claim which default cannot be rectified.

Upon receipt of notice, and determination by LES that the individual Sponsor has a valid claim for indemnification, LES shall have the right to retain counsel to defend, negotiate, adjust, and/or settle a claim against Sponsor and LES will pay reasonable attorney's fees and other litigation expenses. LES has no obligation to indemnify the Sponsor when the Sponsor does not provide timely notice of a claim allowing LES the timely opportunity to defend, negotiate, adjust, and/or settle the claim.

23. Governing Law. The Sponsor and LES agree that the validity and construction of this Agreement shall be governed by the laws of North Carolina, except where preempted by federal law. All litigation arising out of this Agreement shall be commenced in Durham, Wake, Orange or Chatham Counties, North Carolina.

24. Separability. If any section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, subsection, sentence or clause hereof not so adjudged.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed this Agreement as of the date first written above.

LAIDLAW ENVIRONMENTAL SERVICES (TS), INC.

BY _____ Attest _____
PRESIDENT SECRETARY
(SEAL)

ACKNOWLEDGMENT BY CORPORATION

State of South Carolina County of _____

I, _____, a notary public for the aforesaid county and state, certify that _____ personally appeared before me this day and

acknowledged that he or she is Secretary of Laidlaw Environmental Services (TS), Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract was signed in its name by its President whose name is _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This, the _____ day of _____, 19__

My commission Expires:

Notary Public

TOWN OF CHAPEL HILL

By: _____

Kenneth Broun, Mayor

Attest

This instrument has been reviewed and approved as to legal form and adequacy.

By: _____

Attorney

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act

By: _____

Finance Officer

CITY OF DURHAM

By: _____

Orville W. Powell, City Manager

Attest

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act.

By: _____

Finance Officer

COUNTY OF WAKE

By: _____

Vernon Malone, Chairman

Attest

Board of Commissioners

This instrument has been reviewed and approved as to legal form and adequacy.

By: _____

Attorney

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act.

By: _____

Finance Officer

TOWN OF CARRBORO

By: _____

Eleanor Kinnaird, Mayor

Attest

This instrument has been reviewed and approved as to legal form and adequacy.

By: _____

Attorney

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act.

By: _____

Finance Officer

COUNTY OF DURHAM

By: _____

William Bell, Chairman

Attest

Board of Commissioners

This instrument has been reviewed and approved as to legal form and adequacy.

By: _____

Attorney

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act

By: _____

Finance Officer

COUNTY OF ORANGE

By: _____

Moses Carey, Chairman

Attest

Board of Commissioners

This instrument has been reviewed and approved as to legal form and adequacy.

By: _____

Attorney

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act.

By: _____

Finance Officer

COUNTY OF CHATHAM

By: _____

Henry H. Dunlap, Chairman

Attest

Board of Commissioners

This instrument has been reviewed and approved as to legal form and adequacy.

By: _____

Attorney

This contract has been pre-audited as required by the local Government Budget and Fiscal Control Act.

By: _____

Finance Officer

BOARD OF ALDERMEN

ITEM NO. D(3)

AGENDA ITEM ABSTRACT

MEETING DATE: October 11, 1994

SUBJECT: Appointment to Orange County Senior Center Task Force

| | |
|---|--|
| DEPARTMENT: n/a | PUBLIC HEARING: YES ____ NO <u>x</u> |
| ATTACHMENTS: Letter from Moses Carey, Memo from Jody Lindsay | FOR INFORMATION CONTACT: Mayor Kinnaird |
| | |

PURPOSE

The Orange County Board of Commissioners have established a committee to develop an Orange County Senior Center Development Plan and have requested that the Town of Carrboro nominate a representative to serve on this task force. The purpose of this agenda item is for the Board of Aldermen to consider making an appointment to this task force.

SUMMARY

Mayor Kinnaird has received a letter from Moses Carey stating that the Board of Commissioners have approved recruitment of one Carrboro nominee to serve on a committee to develop an Orange County Senior Center Development Plan.

Jody Lindsay, the town's Recreation Specialist, was asked by Jerry Passmore, Director of the Orange County Department of Aging, to recommend individuals from Carrboro who might serve as the town's representative on the task force. Ms. Lindsay submitted a memorandum to Mayor Kinnaird listing the names of four individuals who could be considered to represent the needs of older adults in Carrboro. Those individuals are: Betty Denny, Elizabeth Hutton, Jim Kempe, and Carl Siebert.

ACTION REQUESTED

To consider making a recommendation for appointment to the Orange County Senior Center Task Force.

| | | | |
|--|----------------|--------------|----------------|
| Post-It™ brand fax transmittal memo 7671 | | # of pages 1 | |
| To | Richard Kinney | From | Jerry Passmore |
| Co. | Carrboro B+P | Co. | Asing |
| Dept. | | Phone # | |
| Fax # | 968-7737 | Fax # | 644-3044 |

May 26, 1994

Mayor Eleanor Kinnaird
Town of Carrboro
207 W. Poplar Avenue
Carrboro, NC 27510

Dear Ellie:

On May 17, 1994 the Board of Commissioners approved recruitment of one Carrboro nominee to serve on committee to develop an Orange County Senior Center Development Plan. This appointment will be presented to the Board of Commissioners at the June 28 meeting. Would you take this matter to the Board of Aldermen and forward the name of their selection to the Clerk's office. Receipt of this name prior to June 20th will allow enough time to prepare the agenda abstract.

Sincerely,

Moses Carey, Jr.,

cc. Bob Morgan

*Thank you for following up
on this Appointment
Jerry*

TO: Mayor Kinnard
FROM: Jody Lindsay, Recreation Specialist
RE: Orange County Senior Center Task Force
DATE: July 27, 1994

Mr. Jerry Passmore, Director of Orange County Department on Aging recently contacted me asking to recommend individuals from Carrboro to serve on the Orange County Senior Center Task Force. I would like to have the following persons considered to represent the needs of the older adults in Carrboro.

Mrs. Betty Denny
967-0540
210 Carol Street
Carrboro, NC 27510

Mr. Jim Kempe
967-3543
118 Lorilane Drive
Carrboro, NC 27510

Ms. Elizabeth Hutton
942-2276
409 Lindsay Street
Carrboro, NC 27510

Mr. Carl Siebert
942-6934
106 Lisa Drive
Carrboro, NC 27510

These individuals (excluding Mr. Siebert) are long time residents of Carrboro. They have all participated in Carrboro Recreation programs and activities on a regular basis. I feel these individuals will serve Carrboro and the Task Force well. Please feel free to contact me at 968-7703 for any further information. Thank you for your consideration.

JL/cl

C:\winword\jly\mayor

BOARD OF ALDERMEN

ITEM NO. E(1)

AGENDA ITEM ABSTRACT

MEETING DATE: October 11, 1994

SUBJECT: Third Quarter Board Worksession

| | |
|---|---|
| DEPARTMENT: n/a | PUBLIC HEARING: YES ____ NO <u>x</u> |
| ATTACHMENTS: Carrboro Day Report, Memo from Alderman Bryan ref. Ideas for Community Bldg., Article entitled, Facing Racial and Cultural Conflict, Staff Report on SAPWG's Progress | FOR INFORMATION CONTACT: |

The Board of Aldermen at its meeting on September 20, 1994 requested that the following items be placed on the agenda for the Board's third quarter worksession scheduled for tonight:

- a. Status Report on Carrboro Day
- b. Discussion of Community Conflict Resolution
- c. Report from Community Building Subcommittee on Establishment of Neighborhood Advisory Boards (Alderman Bryan is preparing this report which should be delivered to the Board on Monday evening.)
- d. Update from Small Area Planning Work Group

CARRBORO DAY REPORT

In April 1993 the Board of Aldermen requested a joint steering committee be formed to discuss goals for the facilitation of a Carrboro Day Special event. The committee is comprised of representatives from the Board and the Recreation and Parks Commission. They include Jay Bryan, Jackie Gist, John Boone, Michael Foushee and David Griffiths, Chairman. Carrboro resident Jim Leloudis, a historian on Southern Mill towns serves as a resource person to the committee and Carol Rosemond, Recreation Supervisor, serves as staff liaison to the group.

A questionnaire, which was sent to approximately 108 Carrboro citizens from different neighborhoods and businesses achieved a 40% response rate. A list of possible program components was developed based on this response. These program components included storytelling, photo/letter documentation, arts and crafts displays, band music and dancing, poetry reading, a community potluck, and children's activities. A budget request of \$9,483 (\$7,781 direct cost, \$1,702 in-kind costs) was submitted during the 1994-95 budget process.

In June 1994 the Board appropriated \$5,000 for the event. In August, 1994 the structure committee selected May 20, 1995 as a tentative event date.

Survey respondents who had expressed an interest in helping plan the event were contacted in September and invited to an organizational planning meeting on September 21. Representatives from the Farmer's Market and Town Commons groups were also invited. The meeting attracted eight citizens who met with structure committee members to discuss events, goals, suggested program components and funding.

The structure committee was asked to scale down the program components and determine the event committees that would be needed. These issues will be decided by the structure committee October 10. The next large planning meeting for interested citizens will be held Wednesday, October 19. Committee assignments will be discussed. Those in attendance were asked to invite others to attend.

David Griffiths, Chair of the steering committee, will provide information on the present status at this meeting.

April 20, 1993

To: Community Building Committee

Re: Ideas for Community Building

From: Jay

The following are some ideas for how we can use and implement some of the ideas expressed in John Gardener's article on Community Building. They are not in order of preference or merit.

1. Establish a set of guidelines for discussion by the Board of any and all matters, but particularly matters that are controversial and matters involving public hearings. These guidelines would be based on adherence to the principles of dispute resolution as exemplified in the workshops and dispute resolution mediation performed by the dispute Settlement Center in this community. These guidelines could involve the following:

- a. requiring the Mayor to act as a facilitator of discussion rather than a proponent of particular position;

1. where the Mayor feels strongly about a particular issue, allowing for the Board to select another member to facilitate the discussion.

2. establish a yearly time as part of our charter when the community, the Board and the staff examine what each of us is doing to build or nurture community within Carrboro along the lines of John Gardner's model and to look for ways to improve these ways as well accomplish the on-going goal of community building.

3. establish a purely Carrboro day.

4. establish and set aside specific days each year when fifth and even fourth grade classes from Carrboro elementary School and sixth through eight grade classes from Culbreth come and visit Town Hall and/or members of the Town staff and the Board of Aldermen visit classes and discuss town government and civics.

5. for each principle, identify projects and groups that might be involved in effecting the principles:

1. Wholeness Incorporating Diversity

- a. identify the various groups in town and introduce them to principles of dispute resolution and mediation of issues that divide them

b. establish a policy that issues that divide the community be identified early and that a board member or staff member be assigned to try to mediate the dispute

2. A Reasonable Base of Shared Values

a. create a library of information, pictures, other artifacts that is a focus for the town's history

b. encourage story telling, movies, slide shows, and other means of conveying the town's history at public gatherings, Carrboro Day, etc.

3. Caring, Trust and Teamwork

a. institutionalize ways to achieve dispute resolution beginning with the Board and going next to Public Hearings

1. no name calling, sticking to the issues, etc.

b. with resolutions, ask other public institutions such as school and other municipalities to institute dispute resolution ways for their discussions also

c. find ways for younger members of the community to participate in volunteer service experiences with the Town

d. identify, use and recognize older citizens as volunteers

4. Effective Internal Communication

a. promote civility through suggest rules for how people talk to each other in public meetings

1. for Board too

b. work toward to establishing more public meetings for the exchange of ideas - on set days each year established by ordinance and charter

5. Participation

a. find ways to identify other community leaders

b. identify ways for town hall and the board to cooperate with both the private and public sectors

c. sponsor a "community leadership" program

d. hold meetings with the press to discuss responsible reporting

6. Affirmation

a. establish a program for members of staff and Board to talk in schools, churches and groups about government and participation in government

7. Links Beyond the Community

a. include non-profits into the Carrboro Day

8. Development of Young People

a. work with the school system as stated earlier

9. A Forward View

a. ask the University to be more involved in the community

1. research ways to have University use the community and region for its research and learning (as the University of Pennsylvania does) relevant to the future

6. Identify and reach consensus on what a successful community consist of

a. examples

1. people who care for each other; people say hello, stand and talk downtown gathering places, wave to each other passing on the road, help each other, leave their car doors unlocked

2. people who feel they have an impact and control

3. children who are loved

4. low crime rate; in general a low level of violence

5. decentralized power

6. racial and cultural diversity

7. economic diversity and self-sufficiency; people have control over the local economy

8. adequate family income

9. pride and self-satisfaction; people are glad

they live there; people who have left recall the place fondly

10. no litter

11. a critical mass of people who do not leave the community to go to work somewhere else

12. gatherings, celebrations

b. Identify all the capacities and strengths of Carrboro

7. Establish a council of representatives from the town's subdivisions and neighborhoods

a. allow the council to be advisory to the Board

b. use the council to allow neighborhoods to know about issues affecting individual neighborhoods

c. use the council to include new subdivisions that have not been annexed but are part of the town's planning jurisdiction

MEMORANDUM

TO: Ele, Mike, Randy, Hank, Frances, Jacquie

FROM: Jay

SUBJECT: Carrboro Day

DATE: October 10, 1994

COPIES: File

I would like for the Board to consider adopting the attached goal sheet for Carrboro Community Spirit Day at tomorrow night's worksession.

Attachment

CARRBORO COMMUNITY SPIRIT DAY

As Carrboro grows in population and its boundaries expand, its citizens need opportunities to enlarge their circle of acquaintances as well as to feel a part of the entire community. Expanding acquaintances and feeling a part of Carrboro engenders cooperation, respect and a sense of tradition and history that is needed amidst the diverse, mobile and rapidly changing world challenging the citizens of this Town.

A Community Spirit Day would offer such an opportunity for people to meet and celebrate living together in Carrboro. This Day would be modeled after the small town homecomings and parades once common in the United States, and the festivals in Europe, which were started for religious purposes but now have evolved into community celebrations. Local music, games, dancing, food, poetry, stories, groups, talents and humor would be allowed to offer Carrboro's citizens a day to forget themselves, to reach out to others and to create a memory of renewal and fun that will be sustaining when difficult issues face them or the whole Town.

Each year's Community Spirit Day, though potentially organized by different people involving varying groups, games, music, dances, food and stories, should as a whole strive to:

1. foster tradition, history and memory;
2. foster the community's shared values;
3. foster the need to preserve and renew the citizens' common heritage stemming from their residency in Carrboro and shared values;

4. foster a time of cooperation and connectedness, not political partisanship;

5. retell the community story, including stories of good works and humor coupled with stories of tragedy and death;

6. foster a web of personal acquaintances that transcend neighborhoods, churches, non-profit organization and other subgroups of the Town;

7. involve the Town's wide variety of people - the young and old, old-timers and new arrivals, rich and poor - in planning and participating in the Day;

8. identify morale building activities, and emphasize the positive ways that citizens of Carrboro can live together;

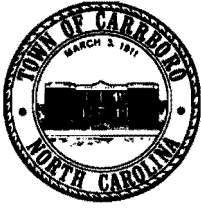
9. improve the knowledge of citizens of their fellow citizens;

10. showcase the gifts and skills of Carrboro citizens;

11. create mechanisms for identifying the associational life of the community along with the skills and capacities that the people within the associations possess and that can be utilized for the benefit of the community;

12. emphasize the preservation of what is valuable;

Through Community Spirit Day, Carrboro residents can derive a sense of belonging, recognition or acceptance from being a part of the community, which will encourage them to know their town better by living here.



TOWN OF CARRBORO

NORTH CAROLINA

M E M O R A N D U M

TO: Roy M. Williford, Director of Planning and Economic Development
FROM: Lisa Bloom-Pruitt, Senior Planner
DATE: October 5, 1994
RE: Staff Report on Small Area Planning Work Group's (SAPWG) Progress

At the Board of Aldermen's September 20, 1994 meeting, the Board requested a status report on the SAPWG's progress. Robin Lackey, Chair of the SAPWG, provided the last report on the SAPWG's progress to the Board of Aldermen, June 14, 1994. Ms. Lackey has not been available for comment since the Aldermen's request, and remains unavailable at this time.

The planning staff has prepared the following summary. The SAPWG has held four (4) meetings since the last report. The dates of the meetings and the topics on the agenda were as follows:

June 16, 1994

- I. Minutes approval of the June 2, 1994 meeting
- II. Update from the Recreation and Parks Commission Liaison
Brief Report - Item delayed until next meeting **
- III. Update from Chapel Hill Northwest Area Plan Work Group Liaison
- IV. Continuation of "Concerns by Consensus" Subcommittee Reports
 - A. Diverse Housing Types, Sizes, and Costs
 - B. Commercial Development on a Community Scale

The following topics were delayed until a later meeting.

 - Efficient Provision of Municipal Services
 - Adequate Provision of Transportation
- V. General Discussion Of Committee Recommendations

June 30, 1994

- I. Update of the Parks Plan Management Group work
- II. Discussion of Topics
 - Transportation Design Issues ** (*deferred discussion to a later time/date*)
 - Housing, Open Space, Commercial and Municipal Services
 - Vistas
- III. General Discussion

July 21, 1994

- I. Update on Chapel Hill Northwest Small Area Plan
- II. Update from Park Plan Management Group Liaison
- III. Definition of areas of agreement and disagreement by topic
- IV. Discussion of possible locations for uses including: commercial, residential, light industrial, mixed, community services and recreational areas
- V. Group Work Session - mapping land uses based on earlier discussion

August 1994

SAPWG did not meet this month - summer recess

September 15, 1994

- I. Update on Chapel Hill Northwest Small Area Plan
Report on August 30, 1994 meeting
- II. Update from Park Plan Management Group Liaison
Report on September 8, 1994 meeting
- III. Discussion Topics
Residential Density Options in Transition Areas
Multi Modal Transportation Network Design Issues
- IV. Group Definition of Areas of Agreement and Disagreement for Density
Options/Incentives and Transportation

Meetings currently scheduled for the SAPWG include the following dates and topics.

October 1994

- October 18, 1994 - Joint Meeting with the Chapel Hill Northwest Small Area Plan Work Group and Carrboro SAPWG to discuss opportunities for coordination.
- October 20, 1994 - Review of Draft Sub-Elements. May include: Bolin Creek Corridor; Open Space Options; Entranceways, Residential Development Density/Bonuses; Commercial Development; Transportation.