

**ORANGE COUNTY BOARD OF COMMISSIONERS
CHAPEL HILL TOWN COUNCIL
HILLSBOROUGH BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

SOLID WASTE/ROGERS ROAD JOINT WORK SESSION AGENDA

Solid Waste/Rogers Road Joint Work Session

January 26, 2012

Meeting – 7:00 p.m.

Southern Human Services Center

Chapel Hill, NC

- | | |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (7:00 – 7:05) | Welcome, Introductions, and Opening Remarks (BOCC Chair Bernadette Pelissier) |
| (7:05 – 7:40) | 1. Municipal Solid Waste Landfill Closure Decision <ul style="list-style-type: none">a) Closure/Post Closure Time Table and Costsb) Landfill Utilization (Tonnage) by Town/Countyc) Report on Single Stream Recyclingd) Report on Convenience Centers |
| (7:40 – 8:10) | 2. Updates from the Towns |
| (8:10 – 8:45) | 3. Need for New Solid Waste Interlocal Agreement <ul style="list-style-type: none">a) Solid Waste Planning and State Reportingb) Recyclingc) MSW Disposal After 6/30/13 (Durham Transfer Station)d) Greene Tract Commitments (104 Acres Jointly Owned)e) Solid Waste Advisory Board (Future) |
| (8:45 – 9:30) | 4. Historic Rogers Road Community <ul style="list-style-type: none">a) Accomplishments<ul style="list-style-type: none">• Water lines• Bus Service• Sidewalks• Otherb) Requests from the Rogers-Eubanks Neighborhood Association<ul style="list-style-type: none">• Additional Water Lines• Sewer• Community Center• Illegal Dump Sites |
| (9:30 – 10:00) | 5. Future Issues <ul style="list-style-type: none">a) Search for Alternative Technologies Related to Solid Waste Disposal Options |

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: January 26, 2012

**Action Agenda
Item No. 1**

SUBJECT: Municipal Solid Waste Closure Decision and Update

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2306

Michael Talbert, Asst. County Manager, 245-2308

Gayle Wilson, Director, Solid Waste Management, 968-2885

PURPOSE: To provide an update on the closure and post-closure of the Orange County Municipal Solid Waste Landfill, landfill utilization by local governments, and updates on transition to single stream recycling and solid waste convenience center improvements/modernization.

BACKGROUND: The Board of Commissioners (BOCC) has previously stated, subsequent to the unsuccessful search for a Transfer Station site, that following the closure of the MSW landfill Orange County would deliver its waste to the City of Durham Transfer Station for an interim period until a more permanent waste management solution is established. Discussions with the City of Durham have indicated a willingness of Durham to receive wastes delivered from Orange County, although no written agreement is currently in place.

Landfill Closure

Staff has presented the BOCC with options for the timing of the closure of the landfill that ranged from closure according to its current permit capacity that would indicate a closure sometime in late 2013. With a minor permit amendment disposal capacity could be extended to mid- 2017 and to mid- 2018 with a major permit amendment (based on recent incoming tonnages). These types of landfill permit amendments are generally considered routine from a regulatory perspective. On October 4, 2011 the Board instructed the staff not to seek an extension past the projected useful life of the landfill, which is anticipated in the spring of 2013, and inform the municipalities that the County intends to close the landfill no later than June 30, 2013.

The suggested timetable for closure:

- Final BOCC Closure Decision
- Development of construction documents, contractor bidding and award process and execution of closure construction contract/notice to proceed – 245 days
- Mobilization – 84 days

- Landfill Closes (June 30, 2013?)
- Construction – 182 days (regulations require closure construction to be completed within 6 months from last day of receiving waste)

Engineering estimates indicate a Municipal Solid Waste Landfill closure cost of about \$3,116,720. A minimum 30-year post-closure period would result in post-closure monitoring, maintenance and reporting cost of about \$4,824,555. Additional closure and post-closure cost for the Construction & Demolition (C&D) Landfill is estimated at about \$4,025,326, for a total closure and post-closure estimate of \$11,966,601. As of June 30, 2011 the total liabilities of solid waste fund was \$16,999,996, including capital lease and debt obligations, post-employment health care obligations, and compensated absences. As of June 30, 2011 total Solid Waste Fund cash reserves are \$12,941,892. The Solid Waste enterprise fund, without considering the sale of any assets, is about \$4,058,104 short of meeting all long-term liabilities.

Landfill Utilization by Towns & County – FY 2010/11

The proportional use of the landfill (tons of municipal solid waste) by the Towns and County are as follows:

Carrboro –	6,650	19 %
Chapel Hill –	15,008	42 %
Hillsborough –	3,185	9 %
County –	10,497	30 %
Total	35,340	

Single Stream Recycling

County and Town elected officials have for several years expressed interest in moving to single stream recycling collection. The Solid Waste Planning Work Group, the Solid Waste Advisory Board and various individual county residents have also advocated this change.

Consistent with the adopted Fiscal 2011/12 Solid Waste Budget, Orange County recycling programs are now planned to transition to single stream recycling by July 2012. This change will be implemented for all county recycling programs – Rural Curbside, Urban Curbside, Solid Waste Convenience Centers, Multi-family, Commercial, Schools, etc.

Single stream recycling is the practice of comingling all recyclable materials (paper and containers) together for collection rather than separating containers from paper (normally referred to as dual stream). There may be some slight variations among programs as discussed in the attached memorandum to the County Manager.

An example of the efficiencies gained by the switch to single stream is best illustrated by the expected reduction in contract cost in the Urban Curbside program. The current cost to the County for this collection is \$4.17 per household per month resulting in a Fiscal Year 2011-12 budget of \$931,395 for this service. Once the landfill switches to single stream collection, the costs is expected to be between \$3.00 and \$3.75 per household per month. Using the current population, if the cost is as high as \$3.75 per household per month, the contract cost could be as low as \$823,500 per year. Roll carts may be incorporated into the collection cost or bid separately, depending on which is most economical.

It is anticipated that roll-carts will be utilized for the Urban Curbside Program (contracted service) and that the Rural Curbside Program (county staff provided service) will continue to utilize 18-gallon bins, at least for the near term. It is currently understood from resident comments that portions of the Rural Program may not be suitable for roll-carts and staff will, over the next year or two, assess areas where roll-carts can be reasonably used with the expectation that eventually roll-carts can be provided for certain select rural areas.

The Town of Chapel Hill is currently evaluating solid waste alternatives for all facets of solid waste management within the Town. Therefore, it is questionable as to whether Orange County should commit to acquisition for recycling roll carts for distribution within the Town at this time. Orange County will need a formal commitment from all of the Towns prior to making the investment in roll-carts and executing an agreement with a contract service provider that includes the Town. The existing urban curbside collection agreement expires June 30, 2012.

Solid Waste Convenience Centers (SWCC)

Based on recommendations from the Solid Waste Planning Work Group, consisting of representatives from the Towns and County and the Solid Waste Advisory Board, the BOCC has decided to begin implementation of the first convenience center in a longer term objective for upgrading and modernizing all five county convenience centers. The Walnut Grove Road Solid Waste Convenience Center site design and construction bidding is currently underway. Staff expects to return for a construction bid award in March, 2012 with completion of construction in July, 2012. Other sites will be considered for upgrades through the annual budget process, with the potential for one center to be modernized each year.

The Work Group recommended a District/Neighborhood Center approach with District Centers more centrally located having expanded hours of operation and more services. Neighborhood Centers would have somewhat reduced hours of operation and reduced services available. Walnut Grove Church Road and Eubanks Road were recommended as District Centers.

Convenience centers received 457,632 total visits in 2010/11 and are considered a core county service. Improvements include:

- increasing hauling and waste handling efficiencies by using compaction and larger containers
- preparing for landfill closure as SWCC's will be the primary waste infrastructure in the County
- facilitating enhanced services such as adding new materials for recycling and expanding salvage opportunities
- addressing current site issues such as improving traffic flow, reducing container loading height, paving to enable better cleanup of spills/reducing dust/reducing maintenance, reducing noise and odor, etc.
- reducing labor and collection costs
- improving safety

FINANCIAL IMPACT: Decisions with regard to the landfill closure will have considerable financial impacts which include funding of closure and post-closure, the additional costs related to the delivery of local waste to the Durham Transfer Station (or other disposal destination) and for significantly reduced future enterprise fund tipping fee revenue. There is an unknown financial impact if the Towns choose to contract separately for their own recycling services.

RECOMMENDATION(S): The Manager recommends that the Board, along with the elected Boards of the Towns of Carrboro, Chapel Hill and Hillsborough, discuss the various issues related to local solid waste management, including landfill closure in 2013, decisions regarding utilization of alternative disposal facilities and the transition to single stream recycling.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: January 26, 2012

**Action Agenda
Item No.** 2

SUBJECT: Updates from the Towns

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2306

Michael Talbert, Asst. County Manager, 245-2308

Gayle Wilson, Director, Solid Waste Management, 968-2885

PURPOSE: To receive an update from the Towns regarding their individual initiatives to dispose of municipal solid waste and recycling alternatives.

BACKGROUND: Orange County is planning to deliver its municipal solid waste to the City of Durham Transfer Station once the County landfill is closed. This is for an interim period until a more permanent waste management solution is established. Discussions with the City of Durham have indicated a willingness of Durham to receive wastes delivered from Orange County.

FINANCIAL IMPACT: Decisions with regard to municipal solid waste disposal could have significant financial impact on both the County and the Towns. There is an unknown financial impact if the Towns choose to contract separately for their own recycling services.

RECOMMENDATION(S): The Manager recommends that the Board, along with the elected Boards of the Towns of Carrboro, Chapel Hill and Hillsborough, discuss the various options the disposal of municipal solid waste including the utilization of alternative disposal facilities and the alternative recycling strategies.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: January 26, 2012

**Action Agenda
Item No. 3**

SUBJECT: Need for a New Solid Waste Interlocal Agreement

DEPARTMENT: Solid Waste Management
County Attorney

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Solid Waste Advisory Board (SWAB)
Recommended Elements of a New
Interlocal Agreement
2. 1999 Interlocal Agreement

INFORMATION CONTACT:

Gayle Wilson	968-2885
John Roberts	245-2318

PURPOSE: To discuss the need for a new interlocal agreement to address solid waste planning and state reporting, recycling, municipal solid waste disposal, the future of the Greene Tract, and the future of the Solid Waste Advisory Board.

BACKGROUND: In 1999 Orange County, Chapel Hill, Carrboro, and later Hillsborough entered into an interlocal cooperation agreement, the Agreement for Solid Waste Management ("Interlocal"), regarding the future of the Greene Tract, and also the disposal of municipal solid waste (MSW), construction and demolition waste (C&D), and recyclable materials. The Interlocal provides in great detail for the management of MSW. However, its provisions related to C&D waste and recyclable materials are extremely limited.

In September 2011 the attorneys for the County and Municipalities met and discussed the Interlocal. Their determination was that upon the proposed 2013 closure of the Orange County Landfill the Interlocal effectively terminates with regard to the provisions related to MSW. Given the limited extent to which the Interlocal addresses the management of recyclable materials and C&D waste if the governing boards of the County and Municipalities desire to continue the current method of the collection and processing of recyclable materials a new interlocal agreement should be developed.

With the closure of the Orange County Landfill there will also be a need to collect and manage MSW. There may be continued benefit for the County and Municipalities to cooperate for such collection and management by jointly contracting with a third party for those services. Regardless of whether the County and Municipalities continue to partner with regard to the management of MSW it is wise for the County and Municipalities to continue to partner with regard to planning for the management of MSW and recyclable materials. Joint planning, waste reduction goal setting and reporting would particularly benefit the County and assist the County in its mandated state planning responsibilities.

The Interlocal provides for the appointment and responsibilities of the Solid Waste Advisory Board ("SWAB"). Another key consideration for the governing boards to address is whether to maintain the SWAB in its current form or to modify both the form and function of the SWAB. Should the governing boards of the County and Municipalities determine to proceed jointly in the management of MSW the SWAB in one form or another, as provided in a new interlocal agreement, could be beneficial to the parties to that new agreement.

The Interlocal has provisions related to the Greene Tract, including apportioning 60 acres to Orange County ownership and the remainder to be jointly owned by Carrboro, Chapel Hill and the County and includes additional provisions for planning for its potential future uses. And lastly, the Interlocal contains requirements regarding community benefits.

FINANCIAL IMPACT: There is no financial impact to discuss these issues.

RECOMMENDATION(S): The Manager recommends that the Board, along with the elected Boards of the Towns of Carrboro, Chapel Hill and Hillsborough, discuss the issues, options and needs related to development of a new Interlocal Agreement for Solid Waste Management.

ATTACHMENT 1

Recommended Elements of a New Interlocal Agreement

The SWAB has reached consensus with regard to the elements that should be included/incorporated into any new IA. The SWAB concept is for a comprehensive solid waste management agreement that builds on current successes, improves existing shortcomings and provides a means to deal with future challenges.

- Financial responsibility for closure and post-closure of landfills — Identifies and clarifies financial responsibilities.
- Provision of storm debris management/processing — Provides for effective ongoing emergency storm debris management.
- Provision of yard waste management/processing — Continues and encourages responsibility for improvements in organics management.
- Greene Tract issues - Addresses as necessary any remaining issues pertaining to the County-owned 60 acre portion of the Greene Tract, including enterprise fund reimbursement.
- Solid waste transfer and disposal — Assigns responsibility and accountability for providing environmentally responsible and economically viable/cost-effective waste disposal solutions, involving other jurisdictions when feasible/beneficial and providing opportunity for meaningful public input.
- Local government solid Waste advisory body — Necessity of a permanent advisory body to represent citizens and the governments in local solid waste matters.
- Solid Waste Collection systems in Orange County, including Convenience Centers - Consideration of cooperation, collaboration and/or consolidation of waste collection operations among the jurisdictions.
- State waste planning and plan preparation/coordination — Clarifies centrally managed and coordinated State planning and reporting responsibilities.
- Provision of recycling and waste reduction services/programs — Continue County leadership in recycling and waste reduction services, facilities and programs.
- Long-term management of solid waste enterprise fund and programs/facilities -- Maintain system wide management of facilities and continue enterprise fund financing utilizing diverse income streams, examples of which may be user fees, tipping fees, household fees, recyclable material revenues, etc.

AUGUST 17, 1999

BOARD APPROVED

CLEAN

Agreement for Solid Waste Management

To establish a comprehensive approach to solid waste management issues, and in consideration of the promises made to one another in this Agreement, Orange County and the Towns of Carrboro, Chapel Hill and Hillsborough hereby agree as follows:

1. The County will assume solid waste management responsibility as follows:

Operate the System. The County will operate the System for the benefit of the County, the Towns and the persons and organizations within their jurisdictions. The County will establish and enforce reasonable rules and regulations governing the operation and use of the System, operate the System in an efficient and economical manner and maintain the properties constituting the System in good repair and in sound operating condition.

Provide solid waste disposal facilities. The County will provide System Management Facilities suitable for the disposition of Solid Waste by the County, the Towns and the persons and organizations within their jurisdictions. The existing landfill, as well as any successor System Management Facility, will be designated to accept solid waste generated exclusively by residents, businesses and institutions located in Orange County and that portion of Chapel Hill located within Durham County, North Carolina.

Determine policy. The County will have the ongoing authority and responsibility in its discretion (1) to administer and operate the System in accordance with the Solid Waste Management Plan and Policies and (2) to determine and modify the Solid Waste Management Plan and Policies from time to time. The Parties affirm on the date of this Agreement their commitment to the solid waste reduction goals set out in the Integrated Solid Waste Management Plan. The County agrees to consult with the other Parties and the Advisory Board, frequently and consistently, to determine their views on the Solid Waste Management Plan and Policies and possible changes thereto.

Take on employees. All of the System Employees will be transferred to the County and become County employees subject to the supervision of the County Manager in the same fashion as other County employees.

The Parties acknowledge that it is an important objective of this Agreement that the current total compensation package for System Employees be maintained at a substantially equivalent level through their transfer to the County, although the combination of salary and benefits for any employee may change. The Parties recognize that all components of compensation to System Employees after the transfer will be subject to changes in salaries and benefits in the same fashion as

other County employees. The County and Chapel Hill will develop a detailed schedule comparing the total pre-transfer and post-transfer compensation for each System Employee. Chapel Hill will send a copy of the completed schedule to Carrboro.

Acquire System assets. The County will acquire all right, title and interest to all Existing System Assets. Title to the Greene Tract, however, shall not be conveyed to the County pursuant to this paragraph; Part 5 is and shall be the only portion of this Agreement affecting the state of the title to the Greene Tract.

Assume System liabilities. The County will assume all liabilities, including environmental liabilities, related to the ownership of the System, including, to the extent permitted by law, all liabilities related to the ownership of Existing System Assets which have accrued or which may accrue prior to the Transfer Date.

The Parties, however, shall retain their individual liability, if any, under environmental laws and otherwise, related to their respective use of the System both before and after the Transfer Date (as, for example, any liability arising from their delivering, or causing to be delivered, Solid Waste to System Management Facilities). The Parties acknowledge that the County's assumption of liabilities as described in the preceding paragraph shall not limit, and is not intended to limit, the ability of any governmental authority to impose, or to seek to impose, environmental or other liability directly on a Party (as, for example, any liability accruing to the current owners of the Existing System Assets as a result of their status as owners prior to the Transfer Date). The County will not assume, and by this Agreement does not assume, any indebtedness of Carrboro or Chapel Hill.

Acquire property. The County shall acquire real and personal property as it deems appropriate for System purposes. There shall be no restrictions on the County's acquisition of additional acreage at the existing landfill. The County states its current intention not to acquire, and its recommendation that future County Governing Boards not acquire, any of the properties known as the Blackwood and Nunn properties for System purposes.

Provide for compliance with law. The County will comply, or cause there to be compliance, with all applicable laws, orders, rules, regulations and requirements of any governmental authority relating to the System. The County will also be generally responsible for solid waste reporting, planning, regulatory compliance and similar matters. Nothing in this Agreement, however, shall prevent the County from contesting in good faith the applicability or validity of any such law or other requirement, so long as the County's failure to comply with the same during the period of such contest will not materially impair the System's operation or revenue-producing capability.

Make reports. The County will make, or cause to be made, any reports or audits relating to the System as may be required by law. The County, as often as may reasonably be requested, will furnish such other information as the County may have reasonably available concerning the System or its operation as the Advisory Board or any Party may reasonably request. The County, which the Parties have designated as a local lead agency, and the Towns will cooperate in preparing and submitting any reports or solid waste plans that a Party may be required to file with governmental authorities, such as the State's Division of Waste Management.

Approve budget. The County will approve the 1999-2000 System operating budget together with Chapel Hill.

Effective date. The County will assume solid waste management responsibility the day following the effective date of the zoning of the property described in Exhibit E which makes solid waste management uses, not including burial of mixed solid waste or construction and demolition waste, a permitted use under the Chapel Hill Development Code/Ordinance, as provided in Part 5 of this Agreement, so long as that date is at least 180 days after the execution and delivery of this Agreement by the current owners of the System and so long as the Greene Tract Owners have agreed on the boundaries of the property described in Exhibit E. The date the County assumes solid waste management responsibility is the effective date of this Agreement. Provided, however, the effective date of this Agreement will be January 1, 2000 so long as this Agreement is executed by and delivered to the current owners of the System on or before September 7, 1999, the zoning change described above and in Part 5 of this Agreement is adopted by the Town of Chapel Hill on or before January 1, 2000 and is effective on or before January 1, 2000 and the Greene Tract Owners have, on or before January 1, 2000, agreed on the boundaries of the property described in Exhibit E. The Parties shall take actions provided for in this Agreement, or which may otherwise be necessary or appropriate, in a timely fashion to permit the County's assumption of solid waste responsibility on the effective date.

2. The Parties will deliver Solid Waste and County Recyclables to the System.

The County and the Towns all agree to deliver, or cause to be delivered, to System Management Facilities for disposal or processing, respectively, all Solid Waste and County Recyclables under their respective control. This delivery obligation includes (without limitation) all Solid Waste and County Recyclables collected by any Party's employees, solid waste collection contractors, solid waste collection licensees or solid waste collection franchisees. There is no such obligation to deliver Other Recyclables. All Solid Waste and County Recyclables delivered to System Management Facilities, or to County employees, solid waste collection contractors, solid waste collection licensees or solid waste collection franchisees, or properly placed in a designated container at a convenience center, will be County property upon such delivery.

The County will have the right to refuse to accept for disposal at System Management Facilities any material or substance which the County reasonably determines is barred from such disposal by the Solid Waste Management Plan and Policies, by any applicable law or regulation or by the restrictions of any permit. Notwithstanding the provisions of the previous paragraph, the County shall in no event be deemed the owner of any such barred substance without its express consent.

If at any time a material that previously qualified as Other Recyclables begins to be processed by the County for recycling and therefore becomes County Recyclables, then any Party theretofore processing such material as Other Recyclables shall begin to process such material as County Recyclables upon the expiration of any contract for disposal of the material as Other Recyclables that may be in effect at the time of the material's change in status.

3. Solid waste collection and transportation decisions will remain each Party's prerogative.

The Parties in all events retain the right to determine their own systems and procedures for the collection of Solid Waste and related matters, provided that such systems and procedures shall be reasonably designed to be consistent and compatible with the appropriate Solid Waste Management Plan and Policies.

4. The County will operate the System as an enterprise operation, and will have discretion to set rates, fees and charges.

The Parties agree that the long-term success of the arrangement for solid waste management provided for in this Agreement requires that the Parties remain committed partners. The Parties agree that their goal of reducing solid waste must be achieved in a manner that guards the economic viability of the System's current and future operations. At the same time, the Parties acknowledge that the County is not expected to use its general funds to underwrite overall solid waste management activities. Therefore, the County, the Towns and the persons and organizations within their jurisdictions all must bear appropriate proportional shares of the costs of providing for current and future operations of the solid waste management enterprise. The Parties agree that the County, as part of its responsibility for solid waste management, must retain broad flexibility to implement and adjust rates, fees and other charges, as provided below, in order to generate sufficient resources through the System to carry out the requirements of the Solid Waste Management Plan and Policies. The Parties agree that the County is ultimately responsible for balancing the available resources and the demands on the System, and that the County must therefore have sufficient authority to adjust either the resources or the System demands, or both, to achieve the balance. Part 1 of this Agreement provides for the County's authority over the Solid Waste Management Plan and Policies. This Part 4 provides for the County's authority over the available resources.

System will be operated as an enterprise fund. The County will segregate for accounting purposes all the System's accounts, moneys and investments. The County will provide for the System's assets, liabilities and results of operations to be presented in the County's annual audit as a separate enterprise fund, in accordance with generally accepted accounting principles. The County will annually adopt a separate budget for the System in accordance with the County's usual budgetary process. The County will keep accurate records and accounts of all items of costs and of all expenditures relating to the System, and of the System Revenues collected and the application of System Revenues. Such records and accounts will be open to any Party's inspection at any reasonable time upon reasonable notice.

System will be operated on a self-supporting basis. The County will establish and maintain a system of rates, fees and charges for the use of, and for the services provided by, the System which is reasonably designed to pay in full all the costs (and only the costs) of carrying out the County's responsibilities under this Agreement and the Solid Waste Management Plan and Policies, including, without limitation, (1) costs of disposing of Solid Waste, (2) costs of collecting, processing and disposing of County Recyclables, (3) to the extent permitted by law, costs of providing public benefits determined to be provided pursuant to Part 6, and (4) costs of solid waste reduction activities. Subject only to the specific limitations set forth in this Agreement, the County may revise any rates, fees and charges at any time and as often as it shall deem appropriate.

Limitations on Material Financial Changes. Notwithstanding any other provision of this Agreement, the County shall not put into effect any Material Financial Change unless the County first obtains the consent of all Parties. It will be each Town's obligation to determine whether any change or proposed change to the Solid Waste Management Plan and Policies is a Material Financial Change with respect to such Town within ten Business Days of receiving notice of the change or proposed change, and to notify the County within five additional Business Days if the Town determines that such change or proposed change is a Material Financial Change. The provisions of this paragraph are independent of the further provisions of this Part 4 concerning rates, fees and charges.

Mixed Solid Waste Tipping Fee. (1) The County may increase the Mixed Solid Waste Tipping Fee from time to time in its discretion with at least 30 days' notice of the increase to all other Parties. The County may not, however, increase the Mixed Solid Waste Tipping Fee during or at the beginning of any Fiscal Year to a fee that exceeds the Mixed Solid Waste Tipping Fee in effect at the end of the preceding Fiscal Year by more than 10%, without the prior consent of all the other Parties. Further, the Parties intend and agree that the County shall endeavor to adjust the Mixed Solid Waste Tipping Fee only annually, with changes becoming effective only at the beginning of a Fiscal Year.

(2) The County may decrease the Mixed Solid Waste Tipping Fee from time to time in its discretion, without prior notice to or action by any other Party. The County will promptly notify the other Parties of any decrease in the Mixed Solid Waste Tipping Fee.

Governmental Fees. (1) If the County determines that it is or may be advisable to create and impose any Governmental Fee, then the County will give at least 30 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.

(2) The County may increase any individual Governmental Fee from time to time in its discretion with at least 30 days' notice of the increase to all other 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.

(3) The County may decrease any Governmental Fee from time to time in its discretion, without prior notice to or action by any other Party. The County will promptly notify the other Parties of any decrease in any Governmental Fee.

Other fees. (1) This section applies to rates, fees or charges that the County may create or change, other than the Mixed Solid Waste Tipping Fee and Governmental Fees. This section applies to any County proposal to create, increase or decrease an availability fee. This section does not apply to any proposal to impose or change any special district tax related to the System; instead, the generally applicable law shall govern any such proposal. The Parties note that North Carolina law currently requires a Town's consent to include any area within that Town's jurisdiction within a special taxing district, but that the County controls the rate of any special district tax in its discretion.

(2) If the County determines that it is or may be advisable to create, increase or decrease any rate, fee or charge covered by this section, then the County will give at least 30 days' notice of the proposed change to the other Parties, and the County will request that the Advisory Board consider the proposed change. If the Advisory Board recommends that the change be approved, then the change may take effect if the County subsequently approves it. If the Advisory Board recommends that the change not be approved, then the change may take effect only if the County and at least one other Party subsequently

approve the change. A change 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.

(3) Notwithstanding any other provision of this Agreement, the County may at any time, and from time to time in its discretion, create, increase or decrease any minor fees for the disposal of certain classes of Solid Waste (such as fees for the disposal of yard waste or clean wood waste) and minor charges for the sale of goods (such as, for example, mulch, scrap tires, or clean wood waste). A fee or charge shall be considered "minor" for the purposes of this paragraph if the fee or charge produced less than 1% of the System's total revenue for the last preceding Fiscal Year for which audited financial statements are available.

Time limit on fee change approvals. Any approvals given by a Party, pursuant to the approval requirements of this Part 4, to the imposition or increase of any fee will be of no further effect after 90 days from the date of the action granting approval (or after such shorter or longer period as may be made part of the action granting approval), if the imposition or increase so approved has not by such time received all approvals required for its effectiveness.

Use of System Revenues only for System: no requirement that County use general funds for System purposes. The County will use System Revenues solely to carry out the Solid Waste Management Plan and Policies and solely for the benefit of the System, including (1) to pay costs of disposing of Solid Waste, (2) to pay costs of collecting, processing and disposing of Recyclables, (3) to the extent permitted by law, to pay costs of providing public benefits determined to be provided pursuant to Part 6, and (4) to pay costs of solid waste reduction activities. The County will not use System Revenues to pay costs of collecting Solid Waste in unincorporated areas of the County. The County will in no event be required to use assets or funds other than those of the System to fulfill its obligations under this Agreement other than its obligations under Part 2.

Reservation of County's rights. Notwithstanding any provision of the Solid Waste Management Plan and Policies or this Agreement to the contrary, the County will in all events be entitled to operate the System and all its facilities, and may adjust any and all rates, fees and charges, as it may in its reasonable discretion deem reasonably necessary (1) to comply with any requirements of any applicable law or regulation or any court order, administrative decree or similar order of any judicial or regulatory authority, (2) to comply with the requirements of any contracts, instruments or other agreements at any time securing Outstanding System Debt, or (3) to pay costs of remediating any adverse environmental conditions at any time existing with respect to the System.

5. The Greene Tract will remain a landfill asset. Sixty acres of the Greene Tract will be reserved for solid waste management purposes, and the three owners will work together to determine the ultimate use of the remainder.

The Parties agree that the Greene Tract remains a landfill asset.

Chapel Hill, Carrboro and the County (the "Greene Tract Owners") will transfer to the County title to that portion of the Greene Tract described on Exhibit E, which contains approximately sixty acres. The County may use the property described on Exhibit E for System purposes. The County states its current intention not to bury mixed solid waste or construction and demolition waste on any portion of the Greene Tract. The County states its recommendation to future County Governing Boards that the County make no such burial.

The deed to this property will include a restriction prohibiting the use of the property described on Exhibit E for burying mixed solid waste or construction and demolition waste. This restriction becomes effective at the same time that the zoning change described in the next paragraph is effective; and it will remain effective so long as zoning remains effective which allows solid waste management uses, other than burial of mixed solid waste or construction and demolition waste, as permitted uses as described in the next paragraph.

Chapel Hill agrees to commence, and states its current intent to complete, the process to make solid waste management uses not including burial of mixed solid waste or construction and demolition waste; but expressly including, but not limited to, a solid waste transfer facility and a materials recovery facility; uses of the Exhibit E property "permitted" uses under The Chapel Hill Development Code/Ordinance, subject only to staff level site plan and similar reviews and not subject to special use or similar processes. Chapel Hill agrees to provide the other Parties with a plan, including a planned schedule of reviews and approvals, to process the zoning change described in this paragraph.

The Parties agree that nothing that they have agreed to herein constitutes an agreement on the part of Chapel Hill to zone the Exhibit E property in a particular way. It is instead, an agreement that if the Exhibit E property is zoned a particular way one event will follow and if the Exhibit E property is not zoned in a particular way another event will follow.

The Greene Tract Owners agree to bargain together in good faith and with all due diligence, and to use their respective best efforts, to determine an ultimate use or disposition of the remainder of the Greene Tract as soon as possible and in any event by December 31, 2001; or two years after the effective date, whichever is later. During this "bargaining period," no Greene Tract Owner shall make any use of the remaining portion of the Greene Tract without the consent of the other Greene Tract Owners.

The Greene Tract Owners agree that among the issues to be addressed in the bargaining process are (1) the specific future uses, or ranges of use, to be made of the remainder of the Greene Tract (including issues of devoting different portions to different uses, devoting portions to public uses and the possibility of making portions available for sale or private use), and (2) whether to impose specific use restrictions, either through deed restrictions or through governmental regulation. The Greene Tract Owners agree that during the "bargaining period" each should provide opportunity for public comment on possible or proposed uses or dispositions.

During the "bargaining period," no Greene Tract Owner shall (1) file any legal action or proceeding to force any sale or division of the Greene Tract, or (2) enter into any agreement to sell, mortgage or otherwise transfer all or any part of its ownership interest in the Greene Tract, in either case without the consent of the other Greene Tract Owners. To the extent permitted by law, Chapel Hill agrees not to initiate any proceeding to rezone any portion of the Greene Tract during the "bargaining period," without the consent of the other Greene Tract Owners. Execution and delivery of this Agreement by the Greene Tract Owners constitutes consent of the Greene Tract Owners for Chapel Hill to rezone the Exhibit E property as described in this Part 5. Chapel Hill states its current intent to accommodate any agreed-upon future uses or range of uses of the remainder of the Greene Tract in its Development Code/Ordinances and states its recommendation to future Chapel Hill Governing Boards to the same effect.

After the "bargaining period" is completed, namely, the day after the last day of the bargaining period, no Greene Tract Owner shall (1) file any legal action or proceeding to force any sale or division of the Greene Tract, or (2) enter into any agreement to sell, mortgage or otherwise transfer all or any part of its ownership interest in the Greene Tract, in either case without giving the other Greene Tract Owners at least 60 days' prior notice of such filing or entering into an agreement. In addition, after the "bargaining period" is completed, any Greene Tract Owner may give 60 days' prior notice of an election to be no longer bound by the above restrictions pertaining to the uses of and whether to impose use restrictions on the remainder of the Greene Tract, and such election shall be effective at the end of the notice period.

The Parties agree that any non System use of any portion of the remainder of the Greene Tract or any disposition of any portion of the remainder of the Greene Tract shall result in payment to the County of the Reimbursement Amount for deposit in the System enterprise fund.

6. The County will finance community benefits from System funds to the extent legally permissible.

The Parties will cooperate to provide public benefits to the community of residents and property owners in the neighborhood of the existing landfill.

The Parties note the expected forthcoming report of the Landfill Community Benefits Committee that has been studying the question of community benefits. Upon the release of the report, each Party shall provide for its Governing Board to discuss the working group's proposal for community benefits, and shall provide for such legal and other staff analysis of the proposed list as it may deem appropriate (especially including legal analysis concerning the use of System funds to pay the costs of such benefits). After each Party has completed its own analysis, the Parties shall work together, diligently and in good faith, to reach an agreement as to community benefits to be provided. The process of determining community benefits shall continue to include participation by persons belonging to the relevant community. Final determinations of the public benefits to be provided, the sources of financing and the mechanisms for providing the benefits, however, shall be made only by further agreement of all the Parties.

The Parties state their preference that benefits be financed from System funds to the extent permitted by law. To the extent permitted by law and by generally accepted accounting principles, to the extent determined by the Parties and notwithstanding any other provision of this Agreement, the costs of providing public benefits as described in this Part 6 may be treated as an expense of the System and may be paid from System Revenues.

The public benefits contemplated by this Section are to be considered as separate and distinct from any compensation determined to be owed for any "taking" of an interest in property as determined by State or federal law.

7. The parties will establish an advisory board.

The Parties hereby establish the Orange County Solid Waste Management Advisory Board to advise the County's Governing Board on matters related to the System and the Solid Waste Management Plan and Policies. The Advisory Board shall meet for the first time not later than November 1, 1999, on the call of the members appointed by the County.

The Parties will continue to work through the existing Landfill Owners' Group ("LOG") on matters of solid waste management policy and operations until the Advisory Board begins to meet. The LOG shall continue to operate by consensus, but the Parties intend that the LOG shall make no recommendations for major financial commitments until it dissolves or is replaced by the Advisory Board.

Each Party shall appoint two members to the Advisory Board. Exhibit C sets forth details concerning the Advisory Board's responsibilities and the procedures that it shall follow, and also sets forth the Parties' agreement as to the appointment and terms of office of Advisory Board members.

If at any time the University of North Carolina agrees to comply with the provisions of Part 2 with respect to its facilities and operations in Orange County, then the Parties agree that the University, through its President, shall be entitled to appoint to the Advisory Board one voting member, having one vote. Any initial University member shall serve for a term ending on the third June 30 following the member's appointment, and any succeeding University member shall serve for a three-year term (with there being no limits on the reappointment of University members). The limitations in Exhibit C excluding employees of Parties from serving on the Advisory Board do not apply to the University or University members. The Parties agree to enter into a supplement or amendment to this agreement to include provisions reasonably necessary or appropriate to provide for the University's participation on the Advisory Board in such circumstances.

[Exhibit A contains certain definitions that apply to this Agreement. Exhibit B contains certain additional provisions of this Agreement.]

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its corporate name by its duly authorized officers.

ATTEST: (SEAL) ORANGE COUNTY, NORTH CAROLINA

Beverly A. Byrd
Clerk, Board of
Commissioners

BY: *Alice M. Gordon*
Chair, Board of
Commissioners

ATTEST: (SEAL) TOWN OF CARRBORO, NORTH CAROLINA

Frank C. Wubben
Town Clerk

BY: *Michael R. Nel*
Mayor

ATTEST: (SEAL) TOWN OF CHAPEL HILL, NORTH CAROLINA

James A. Smith
Town Clerk

Rosemary I. Waldorf
Mayor

ATTEST: (SEAL) TOWN OF HILLSBOROUGH, NORTH CAROLINA

Thomas J. Smith
Town Clerk

Thomas J. Smith
Mayor

Exhibits -

- A. Definitions
- B. Additional provisions
- C. Regarding the Advisory Board
- D. Legal description of Greene Tract
- E. Legal description of Greene Tract portion to be devoted to solid waste

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Wesley M. Hudson and Beverly Roth personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Commissioners of Orange County, North Carolina, and that by authority duly given and as the act of Orange County, North Carolina, the foregoing instrument was signed in the County's name by such Chair, sealed with its corporate seal and attested by such Clerk.

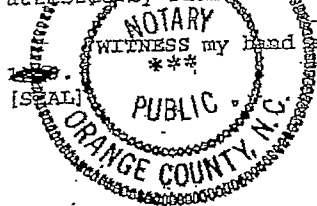
WITNESS my hand and official stamp or seal, this 29 day of September, 1999.
[SEAL]

Kathleen C. Baker
Notary Public

My commission expires: 10-3-03

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Michael R. Noel and Sam C. Williams personally came before me this day and acknowledged that they are the Mayor and Town Clerk, respectively, of the Town of Carrboro, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Mayor, sealed with its corporate seal and attested by such Town Clerk.



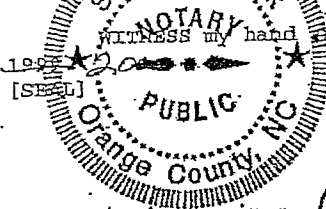
WITNESS my hand and official stamp or seal, this 5th day of April, 2000.
[SEAL]

James E. Spivey
Notary Public

My commission expires: 11/08/2000

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Rosmary E. Waldorf and Jane A. Smith personally came before me this day and acknowledged that they are the Mayor and Town Clerk, respectively, of the Town of Chapel Hill, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Mayor, sealed with its corporate seal and attested by such Town Clerk.



WITNESS my hand and official stamp or seal, this 5th day of April, 2000.
[SEAL]

Andrew K. Cook
Notary Public

My commission expires: 01/05/2005

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Harvey H. Johnson and Donna Ambrose personally came before me this day and acknowledged that they are the Mayor and Town Clerk, respectively, of the Town of Hillsborough, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Mayor, sealed with its corporate seal and attested by such Town Clerk.

attested by such Town Clerk.

WITNESS my hand and official stamp or seal, this 12th day of April, ²⁰⁰⁰~~1999~~.

[SEAL]

Sherry Carter
Notary Public

My commission expires: 7-10-04

Exhibit A - Definitions

For all purposes of this Agreement, the following terms have the following meanings, unless the context clearly indicates otherwise.

"Advisory Board" means the Orange County Solid Waste Management Advisory Board created pursuant to Part 7.

"Agreement" means this Agreement for Solid Waste Management, as it may be duly amended and supplemented from time to time.

"Business Day" means any day other than a day on which national banks are required or authorized to close.

"Carrboro" means the Town of Carrboro, North Carolina.

"Chapel Hill" means the Town of Chapel Hill, North Carolina.

"County" means Orange County, North Carolina.

"County Manager" means the County's chief administrative officer.

"County Recyclables" means all materials processed by the County for recycling and not disposed of at System Management Facilities, as the same may be established and amended from time to time under the Solid Waste Management Plan and Policies.

"Existing System Assets" means all System assets as of the Transfer Date, including, without limitation, the existing landfill, all other land and buildings, all equipment, including rolling stock, all licenses, permits and other governmental authorizations, all contracts, all customer records, all bank and other business records, and all cash and investments, including the capital reserve account currently maintained by Chapel Hill on behalf of the Landfill Owners' Group.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may lawfully establish.

"Governing Board" means, for any Party, its governing board of elected officials, as such governing board may be constituted from time to time.

"Governmental Fee" will mean any fee related to activities of the System that is imposed directly and solely on the Parties themselves, other than the Mixed Solid Waste Tipping Fee. A possible example of such a fee could be a fee imposed by the County on all the Parties related to the County's providing of processing for County Recyclables through the System.

"Greene Tract" means the parcel of land comprising approximately 169 acres lying south of Kubanks Road described in Plat Book 14, Page 143 and Plat Book 15, Page 138, Orange County Registry, as more specifically described in Exhibit D.

"Hillsborough" means the Town of Hillsborough, North Carolina.

"Integrated Solid Waste Management Plan" means the report submitted pursuant to law to State authorities that described the long-term plan for solid waste management, which the County, as designated lead agency, filed on behalf of the County and the Towns. The Parties have approved this Plan and adopted its framework by resolutions adopted (a) by Carrboro on June 24, 1997, (b) by Chapel Hill on June 9, 1997, (c) by Hillsborough on June 17, 1997, and (d) by the County on June 30, 1997.

"Material Financial Change" means a change, or series of related changes, made by the County to the Solid Waste Management Plan and Policies that, in the determination of any Town (provided that the Advisory Board must verify such determination if so requested by the County), would have the effect of increasing by more than 15% the direct monetary cost to such Town of all its solid waste management activities (such as solid waste collection), when comparing (a) the expected cost of such activities for the first full Fiscal Year following the effective date of the change or changes in question to (b) the total cost for the Fiscal Year most recently completed prior to the effective date.

"Mixed Solid Waste Tipping Fee" means the fee of that name assessed for disposing mixed solid waste at the existing landfill, any successor to that fee, or any other fee assessed for the use of System Management Facilities related to the disposition of Solid Waste (such as a fee imposed for the use of a transfer station or materials recovery facility).

"Other Recyclables" means materials which would otherwise constitute Solid Waste, but which are to be delivered to some other entity and processed for recycling. For any material to constitute Other Recyclables, however, the entity to which the material is to be delivered must represent that such materials are intended to be processed for use in new products. Material will not constitute Other Recyclables, for example, if the entity to which it is to be delivered intends to re-deliver the material to some other disposal facility (such as a landfill or incinerator); whether or not such material is intended to be subject to further processing before disposal.

"Parties" means, collectively, the County and the Towns, and "Party" means any one of them individually.

"*Reimbursement Amount*" means, (1) in the case of disposition to a North Carolina local government that is also a Party, so long as that government devotes the transferred portion to public purposes, (a) \$608,823, being the original purchase price of the Greene Tract, multiplied (b) by a fraction, the numerator of which is the number of whole acres of the Greene Tract being disposed and the denominator of which is 169, plus (c) uncompounded interest on the product of (a) and (b) at the annual rate of 6.00% from March 30, 1984, to the effective date of any disposition, and (2) in the case of any other disposition, the greater of either (a) the Reimbursement Amount to a North Carolina local government that is also a Party, or (b) the net proceeds of a sale after the costs of the sale are paid.

"*Solid Waste*" means all materials accepted by the County for disposal at System Management Facilities, as the same may be established and amended from time to time under the Solid Waste Management Plan and Policies (subject to the provisions of Part 2 which authorize the County to refuse to accept for disposal any material or substance which the County reasonably determines is barred from such disposal by any applicable law or regulation or the restrictions of any permit), other than County Recyclables.

"*Solid Waste Management Plan and Policies*" means, the combination of (a) the Integrated Solid Waste Management Plan, and all future modifications of that Plan, which is the report submitted pursuant to law to State authorities describing the long-term plan for solid waste management, which the County, as designated lead agency, files on behalf of the County and the Towns, and (b) the Solid Waste Management Policies, which are, collectively, all policies related to the System and coordinated solid waste management for the County, the towns and the persons and organizations in their jurisdictions, as the same may exist from time to time (including all such policies in effect as of the date of this Agreement). The term "Solid Waste Management Plan and Policies" thereby encompasses all policy choices, as in effect from time to time, related to the management and operation of the System.

"*State*" means the State of North Carolina.

"*System*" means all assets, including both real and personal property, used from time to time in the conduct of the functions of collecting and processing County Recyclables, reducing solid waste, disposing of Solid Waste and mulching, composting and re-using Solid Waste, and includes both (a) the Existing System Assets and (b) all moneys and investments related to such functions.

"*System Debt*" means all obligations for payments of principal and interest with respect to borrowed money incurred or assumed by the County in connection with the ownership or operation of the System, without regard to the form of the transaction, and specifically including leases or similar financing agreements which are required to be capitalized in accordance with generally accepted accounting principles. System Debt is "*Outstanding*" at all times after it is issued or contracted until it is paid.

"System Employees" means employees of Chapel Hill directly engaged in carrying out System business (but expressly not including employees of Chapel Hill's sanitation department).

"System Management Facilities" means those assets of the System used to provide (a) final disposal of solid waste, including construction and demolition waste, such as landfills, or (b) any other handling or processing of materials placed in the custody of the System, such as transfer stations, materials recovery facilities or facilities for cleaning, sorting or other processing of recyclable material.

"System Revenues" means all amounts derived by the County from the imposition of rates, fees and charges for the use of, and for the services furnished by, the System.

"Towns" means, collectively, Carrboro, Chapel Hill and Hillsborough.

"Transfer Date" means the effective date.

Exhibit B -Additional Provisions

Amendments. This Agreement may be modified or amended only by written amendments that are approved and signed on behalf of all the Parties.

Notices.

(a) All notices or other communications required or permitted by this Agreement must be in writing.

(b) Any notice or other communication will be deemed given (i) on the date delivered by hand or (ii) on the date it is received by mail, as evidenced by the date shown on a United States mail registered mail receipt, in any case addressed as follows:

If to the County, as follows:

Orange County
Attn: County
Manager
200 South Cameron
St.
Hillsborough, NC
27278

If to Carrboro, as follows:

Town of Carrboro
Attn: Town
Manager
301 West Main
St.
Carrboro, NC
27510

If to Chapel Hill, as follows:

Town of Chapel
Hill
Attn: Town
Manager
306 North
Columbia St.
Chapel Hill, NC
27516

If to Hillsborough, as follows:

Town of
Hillsborough
Attn: Town Manager
137 North Churton
St.
Hillsborough, NC
27278

(c) Any Party may designate a different address for communications by notice given under this Section to each other Party.

(d) Whenever in this Agreement the giving of notice is required, the giving of such notice may be waived in writing by the Party entitled to receive such notice, and in any such case the giving or receipt of such notice will not be a condition precedent to the validity of any action taken in reliance upon such waiver. When this Agreement requires that

notice be given to more than one Party, the effective date of the notice will be the last date on which notice is deemed given to any required Party.

No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement will give any person other than the Parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.

Survival of Covenants. All covenants, representations and warranties made by the Parties in this Agreement shall survive the delivery of this Agreement.

Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Entire Contract. This Agreement, including the Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter.

Counterparts. This Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

Recordable Form. As this Agreement limits the Parties' rights to dispose of their respective ownership interests in the Greene Tract, any Party may cause this Agreement to be filed in the real property records in the office of the Register of Deeds of Orange County.

Withdrawal. Any Party may withdraw from this Agreement (and thereby cease to be a Party to this Agreement) upon notice given to all the other Parties and subject to the following additional provisions:

(a) A withdrawal may be effective only upon the beginning of a Fiscal Year. A Town may withdraw only with at least one year's notice. The County may withdraw only with at least two years' notice.

(b) No withdrawal will relieve a Party of its obligations under Part 2 so long as there is System Debt Outstanding; provided, however, that System Debt first issued or contracted after the date a Party gives notice of withdrawal will be disregarded for the purposes of this paragraph.

(c) No withdrawal will relieve any Party of its individual liability, if any, under environmental laws or otherwise, related to its respective use or ownership of the System which may accrue or which has accrued prior to the effective date of such Party's withdrawal.

Actions by a Party. Any references to approvals or other actions by any Party will be deemed to be references to actions taken by the Party's Governing Board or taken pursuant to express, specific direction given by the Party's Governing Board.

Agreed-Upon Procedures. The terms, conditions and procedures for transferring employees and assets to the County as provided for by Part 1, and for transferring the property described on Exhibit E to the County as provided for by Part 5, in all cases shall be as agreed upon by the County, Carrboro and Chapel Hill.

Effective Date; Term. This Agreement shall take effect as provided in Part 1. This Agreement will continue in effect so long as there are at least two Parties to the Agreement.

Exhibit C - Regarding the Advisory Board

Responsibilities. The Advisory Board's responsibilities shall include the following:

(a) To recommend programs, policies, expansions and reductions of services, and other matters related to the operation of the System;

(b) To suggest amendments to the Solid Waste Management Plan and Policies;

(c) To provide advice to the County Manager for use in the County Manager's developing the proposed annual budget for the System, to review the budget for the System as proposed by the County Manager to the County's Governing Board, and to provide recommendations to the County's Governing Board for the approval or amendment of the proposed budget;

(d) To receive and interpret for the County public input concerning the System and the Solid Waste Management Plan and Policies;

(e) To further such mission and goals for the System as the County may adopt from time to time;

(f) To provide promptly to the County's Governing Body a recommendation concerning any proposal for a change to rates, fees and charges forwarded to the Advisory Board pursuant to this Agreement; and

(g) Such other matters as any Governing Board or the County Manager may request.

Members; Terms. (a) Each Governing Board will appoint two members to the Advisory Board as soon as practicable after the date of the execution and delivery of this Agreement. Each Party will notify all the other Parties of its appointments within ten Business Days after making such appointments.

(b) Advisory Board members will serve staggered three-year terms. To provide for the staggered terms of the members, the initial appointments by the Parties will be for the following terms:

	<u>Member A</u>	<u>Member B</u>
County	2 years	3 years
Carrboro	2 years	3 years
Chapel Hill	1 year	3 years
Hillsborough	1 year	2 years

(c) The first year of the term of each initial member of the Advisory Board shall be deemed to expire on June 30, 2000. Thereafter, each year of the term of an Advisory Board member will run from July 1 through the subsequent June 30, but each member shall continue to serve until such member's successor has been duly appointed and qualified for office.

(d) Each Party may select and appoint Advisory Board members in its discretion, except that no employee of a Party may be appointed as an Advisory Board member. This Agreement in no way requires that any member be an elected official of the appointing Party. Any elected official of a Party appointed to the Advisory Board will be deemed to be serving on the Advisory Board as a part of the individual's duties of office, and will not be considered to be serving in a separate office. Any elected official of a Party appointed to the Advisory Board will cease to be a member of the Advisory Board upon such individual's cessation of service as an elected official of such Party (whether or not such member's successor will be been appointed and qualified for office), but such Party may reappoint such individual to the Advisory Board. Each member of the Advisory Board (including elected officials) serves at the pleasure of the appointing Party, and may be removed at any time by the appointing Party, with or without cause.

(e) The Governing Board that appointed the person who vacated the Advisory Board seat will fill any vacancy on the Advisory Board. In the case of a vacancy created during the term of a member, the appointment to fill the vacancy will be made for the remaining portion of the term in order to preserve the staggered-term pattern.

Procedures. The Advisory Board may adopt its own rules of procedure not inconsistent with the provisions of this Agreement and not inconsistent with the policies and procedures governing the various boards and commissions of the Governing Board of the County as those policies and procedures exist now and as they may be amended from time to time by resolution of the Governing Board of the County. The Advisory Board's proposed rules and procedures shall be presented to the Governing Board of the County for review and shall not be effective until approved by the Governing Board of the County, but the Advisory Board's procedures shall include the following provisions:

(a) Each member of the Advisory Board will have one vote, except that in the event of the absence of a member, the other member appointed by the same Party as the absent member will be entitled to cast two votes. Any University member appointed pursuant to Part 7 shall have only one vote, and that vote shall not be cast in the member's absence.

(b) A number of affirmative votes equal to a majority of the authorized number of Advisory Board members will be necessary to take any action.

(c) The Advisory Board's presiding officer will vote as a member of the Advisory Board, but will have no additional or tie-breaking vote.

(d) Representatives of a Party that has given notice of its withdrawal from this Agreement will have no vote on any matters that will affect the System beyond the effective date of such Party's withdrawal, and as to any such matters such members will not be deemed to be within the authorized number of Advisory Board members for the purposes of subsection (b) above.

Exhibit E - Legal Description of 60 Ac.± Portion of
Greene Tract to be conveyed to the County

Property located in Chapel Hill Township, Orange County, North Carolina and more particularly described as follows:

Beginning at an existing iron, CONTROL CORNER, which is the northwest corner of the property herein described and which iron is the northeast corner of property now or formerly owned by the Town of Chapel Hill and others described in Deed Book 1437, Page 316 of the Orange County Registry which iron is located S 38 deg. 18' 52" W 5,302.36' from U.S.G.S. MON HILLTOP (NAD.27), thence from the beginning point the following courses and distances: S 89 deg. 13' 48" E 247.00' to an existing iron; thence N 89 deg. 06' 52" E 1,023.74' to an iron set on the western limits of the Southern Railroad right-of-way, the northeast corner of the property herein described; thence with the western limits of said right-of-way S 23 deg. 08' 42" E 264.80' to an iron set; thence S 32 deg. 03' 27" E 1,452.48' to an iron set; thence S 08 deg. 11' 01" E 87.79' to a computed point; thence S 02 deg. 15' 12" E 99.04' to a computed point; thence S 04 deg. 29' 32" W 101.09' to a computed point; thence S 11 deg. 26' 24" W 98.14' to a computed point; thence S 17 deg. 18' 53" W 99.69' to a computed point; thence S 20 deg. 32' 23" W 99.46' to an iron set, a southeast corner of the property herein described; thence leaving said right-of-way N 84 deg. 27' 59" W 510.28' to an iron set, which iron is located in an abandoned roadway; thence N 08 deg. 39' 41" E 586.39' to an iron set; thence N 88 deg. 05' 28" W 1,423.93' to an iron set, also in an abandoned roadway; thence along and with the abandoned roadway N 28 deg. 50' 18" W 147.08' to an iron set; thence N 60 deg. 28' 18" W 187.09' to an iron set; thence N 30 deg. 23' 08" W 191.82' to an iron set; thence N 26 deg. 12' 38" W 70.39' to an iron set; thence leaving the abandoned roadway N 88 deg. 25' 22" E 144.24' to an existing iron; thence N 00 deg. 36' 48" W 903.18' to the point and place of beginning and containing approximately 60.00 AC. GROSS by D.M.D., all as shown on the plat recorded at Plat Book 86, Page 128 of the Orange County Registry which plat was prepared by Dale D. Faulkner, P.L.S. L-2176 and titled "FINAL PLAT EXEMPT SUBDIVISION PROPERTY OF TOWN OF CHAPEL HILL ET AL.;" together with the right of ingress, egress and regress to and the right to construct or have constructed the necessary track, siding and other facilities reasonably necessary to access the Southern Railroad rail system that lies within the Southern Railroad right-of-way where that right-of-way adjoins and abuts the property described here.

Exhibit D - Legal Description of the Greene Tract

All of the property described in the deed from Harold Greene and wife, Jean, and W.F Sledge and wife, Katharine to the Town of Chapel Hill, the Town of Carrboro and the County of Orange, which deed is recorded at Book 459, Page 340 of the Orange County Registry.

Agreement to Amend the Agreement
for Solid Waste Management

Orange County and the Towns of Carrboro, Chapel Hill and Hillsborough hereby agree to amend the "Agreement for Solid Waste Management."

1. By deleting the paragraph identified as "Acquire property." in Part 1 and replacing it with the following:

Acquire property. The County shall acquire real and personal property as it deems appropriate for System purposes. There shall be no restrictions on the County's acquisition of additional acreage at the existing landfill. The Parties acknowledge and support the County's position that as operator of solid waste operations, it may, despite diligent efforts to explore alternatives, settle upon the area on and proximate to the existing closed landfill site on Eubanks Road as the location for additional solid waste facilities. The County states its current intention not to acquire, and its recommendation that future County Governing Boards not acquire, any of the properties known as the Blackwood and Nunn properties for System purposes.

2. By deleting the paragraph identified as "Effective date." in Part 1 and replacing it with the following:

Effective date. The County will assume solid waste management responsibility on the first day of the second Orange County employee pay period that follows the last completed of the following two events: (1) the approval by the governing board of and the execution of the Agreement to Amend the Agreement for Solid Waste Management by the current owners of the System; (2) Agreement on the boundaries of the property described in Exhibit E by the Greene Tract Owners. The date the County assumes solid waste management responsibility is the effective date of this Agreement. The Parties shall take actions provided for in this Agreement, or which may otherwise be necessary or appropriate, in a timely fashion to permit the County's assumption of solid waste responsibility on the effective date.

3. By deleting Part 5 and replacing it with the following:

5. The Greene Tract will remain a landfill asset. Sixty acres of the Greene Tract will be reserved for System

purposes, and the three owners will work together to determine the ultimate use of the remainder.

The Parties agree that the Greene Tract remains a landfill asset.

Chapel Hill, Carrboro and the County (the "Greene Tract Owners") will transfer to the County title to that portion of the Greene Tract described on Exhibit E, which contains approximately sixty acres. The County may use the property described on Exhibit E for System purposes. The County states its current intention not to bury mixed solid waste or construction and demolition waste on any portion of the Greene Tract. The County states its recommendation to future County Governing Boards that the County make no such burial. The deed to this property will include a restriction prohibiting the use of the property described on Exhibit E for burying mixed solid waste or construction and demolition waste.

The Greene Tract Owners agree to bargain together in good faith and with all due diligence, and to use their respective best efforts, to determine an ultimate use or disposition of the remainder of the Greene Tract as soon as possible and in any event by December 31, 2001, or two years after the effective date, whichever is later. During this "bargaining period," no Greene Tract Owner shall make any use of the remaining portion of the Greene Tract without the consent of the other Greene Tract Owners.

The Greene Tract Owners agree that among the issues to be addressed in the bargaining process are (1) the specific future uses, or ranges of use, to be made of the remainder of the Greene Tract (including issues of devoting different portions to different uses, devoting portions to public uses and the possibility of making portions available for sale or private use), and (2) whether to impose specific use restrictions, either through deed restrictions or through governmental regulation. The Greene Tract Owners agree that during the "bargaining period" each should provide opportunity for public comment on possible or proposed uses or dispositions.

During the "bargaining period," no Greene Tract Owner shall (1) file any legal action or proceeding to force any sale or division of the Greene Tract, or (2) enter into any agreement to sell, mortgage or otherwise transfer all or any part of its ownership interest in the Greene Tract,

in either case without the consent of the other Greene Tract Owners. To the extent permitted by law, Chapel Hill agrees not to initiate any proceeding to rezone any portion of the Greene Tract during the "bargaining period," without the consent of the other Greene Tract Owners. Chapel Hill states its current intent to accommodate any agreed-upon future uses or range of uses of the remainder of the Greene Tract in its Development Code/Ordinances and states its recommendation to future Chapel Hill Governing Boards to the same effect.

After the "bargaining period" is completed, namely; the day after the last day of the bargaining period, no Greene Tract Owner shall (1) file any legal action or proceeding to force any sale or division of the Greene Tract, or (2) enter into any agreement to sell, mortgage or otherwise transfer all or any part of its ownership interest in the Greene Tract, in either case without giving the other Greene Tract Owners at least 60 days' prior notice of such filing or entering into an agreement. In addition, after the "bargaining period" is completed, any Greene Tract Owner may give 60 days' prior notice of an election to be no longer bound by the above restrictions pertaining to the uses of and whether to impose use restrictions on the remainder of the Greene Tract, and such election shall be effective at the end of the notice period.

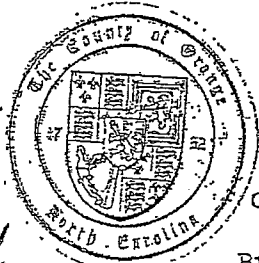
The Parties agree that any non System use of any portion of the remainder of the Greene Tract or any disposition of any portion of the remainder of the Greene Tract shall result in payment to the County of the Reimbursement Amount for deposit in the System enterprise fund.

4. By replacing the date in the first paragraph of Part 7 with the following: "one month after the effective date of this Agreement."

5. By amending subsection (c) of the "Members; Terms" provision of Exhibit C to the Agreement to read as follows:

(c) The first year of the term of each initial member of the Advisory Board shall be deemed to expire on June 30, 2001. Thereafter, each year of the term of an Advisory Board member will run from July 1 through the subsequent June 30, but each member shall continue to serve until such member's successor has been duly appointed and qualified for office.

IN WITNESS WHEREOF, Orange County has caused this Agreement to Amend the Agreement for Solid Waste Management to be executed in its corporate name by its duly authorized officers.



3-14-2000
Date Approved by
Governing Board

ATTEST:

Beverly A. Blith
Clerk, Board of Commissioners

ORANGE COUNTY, NORTH CAROLINA

By: Moses Carey Jr.
Chair, Board of Commissioners

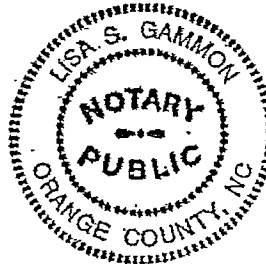
STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Moses Carey Jr. and Beverly A. Blith personally came before me this day and acknowledged that they are the Chair and Clerk, respectively, of the Board of Commissioners of Orange County, North Carolina, and that by authority duly given and as the act of Orange County, North Carolina, the foregoing instrument was signed in the County's name by such Chair, sealed with its corporate seal and attested by such Clerk.

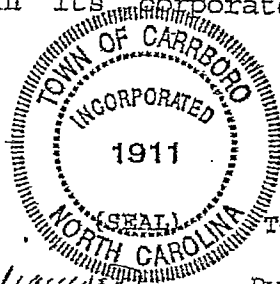
WITNESS my hand and official stamp or seal, this 24 day of march,
2000.
[SEAL]

Lisa S. Gammon
Notary Public

My commission expires: 12-19-03



IN WITNESS WHEREOF, the Town of Carrboro has caused this Agreement to Amend the Agreement for Solid Waste Management to be executed in its corporate name by its duly authorized officers.



3-28-2000

Date Approved by
Governing Board

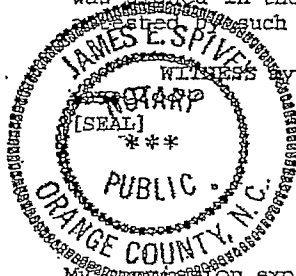
ATTEST:

Sarah C. Williams
Town Clerk

TOWN OF CARRBORO, NORTH CAROLINA
By: Michael R. Nelson
Mayor

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Michael Nelson and Sarah C. Williams personally came before me this day and acknowledged that they are the Mayor and Town Clerk, respectively, of the Town of Carrboro, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Mayor, sealed with its corporate seal and attested by such Town Clerk.



WITNESS my hand and official stamp or seal, this 5th day of April.

James E. Spivey
Notary Public

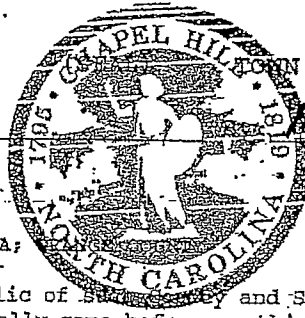
My commission expires: 11/08/2000

IN WITNESS WHEREOF, the Town of Chapel Hill has caused this Agreement to Amend the Agreement for Solid Waste Management to be executed in its corporate name by its duly authorized officers.

3-27-00
Date Approved by
Governing Board

ATTEST:

Jane A. Smith
Town Clerk



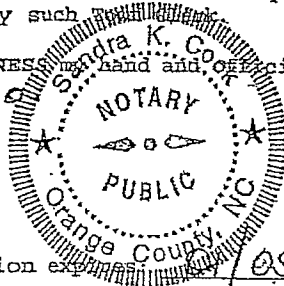
TOWN OF CHAPEL HILL, NORTH CAROLINA

Rosemary E. Waldorf
Mayor

STATE OF NORTH CAROLINA:

I, a Notary Public of Orange County and State, certify that Rosemary E. Waldorf and Jane A. Smith personally came before me this day and acknowledged that they are the Mayor and Town Clerk, respectively, of the Town of Chapel Hill, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Mayor, sealed with its corporate seal and attested by such Town Clerk.

WITNESSED my hand and official stamp or seal, this 5th day of April, 1999. 2000
[SEAL]



Sandra K. Cox
Notary Public

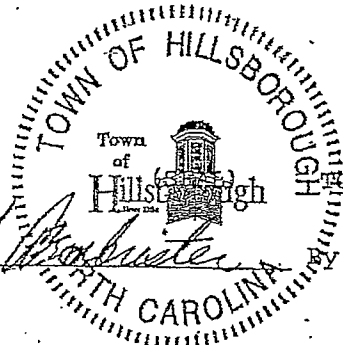
My commission expires

05/05/2005

IN WITNESS WHEREOF, the Town of Hillsborough has caused this Agreement to Amend the Agreement for Solid Waste Management to be executed in its corporate name by its duly authorized officers.

ATTEST:

Donna Ambriester
Town Clerk



TOWN OF HILLSBOROUGH, NORTH CAROLINA

Horace H. Whitaker
Mayor

04-10-2008
Date Approved by
Governing Board

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Donna Ambriester personally came before me this day and acknowledged that they are the Mayor and Town Clerk, respectively, of the Town of Hillsborough, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Mayor, sealed with its corporate seal and attested by such Town Clerk.

2008
1999. WITNESS my hand and official stamp or seal, this 12th day of April.
[SEAL]

Shirley S. Garter
Notary Public

My commission expires: 7-10-04

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**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: January 26, 2012

**Action Agenda
Item No.** 4

SUBJECT: Historic Rogers Road Community

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Rogers Road Area Mitigation Options and Landfill Closure Impacts Abstract dated 10/4/11
Attachments can be found @ <http://www.co.orange.nc.us/occlerks/1110048a.pdf>
2. Solid Waste – Rogers Road Community Abstract dated 5/17/11
Attachments can be found @ <http://www.co.orange.nc.us/occlerks/1105178a.pdf>
3. May 17, 2011 Recommended Actions Document from the Rogers-Eubanks Neighborhood Association
4. Letter dated 2/18/92 from the Department of Environment, Health, and Natural Resources
5. Map – ¾ Mile Buffer from Specific Landfill Area
6. Map – OWASA Water Service in the Rogers Road Vicinity as of September 2011

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2300

Gayle Wilson, Solid Waste Management Director, 968-2885

Michael Talbert,
Assistant County Manager, 245-2308

PURPOSE: To review requests from the Rogers-Eubanks Neighborhood Association (RENA) and remediation improvements completed in the Historic Rogers Road Community.

BACKGROUND: Beginning in 1972 the landfill was opened by the Town of Chapel Hill and in 1999 Orange County assumed ownership and operation of the Eubanks Road Landfill. The Historic Rogers Road Community has lived with the Orange County Landfill for 40 years. The Community is geographically split by the Towns of Chapel Hill and Carrboro. Orange County as the current owner/operator of the Landfill, is taking the lead to make remediation improvement to the Historic Rogers Road Community.

On May 17, 2011 the Board received a plan from RENA recommending actions to mitigate the long and short term impacts of Orange County's Landfill and Solid Waste operations on the health, safety and welfare of the Historic Rogers Road – Eubanks Road Community.

On October 4, 2011 the Board reviewed a variety of possible public improvements to the Historic Rogers Road Community.

A number of local government initiatives have been implemented to improve the quality of life in the Rogers Road Community and they are as follows:

1. The Solid Waste fund paid \$650,000 to extend public water service by the Orange Water and Sewer Authority (OWASA) to the Rogers Road area.
2. Solid Waste installed gas flares to reduce odors.
3. Town of Chapel Hill initiated bus service on Rogers Road.
4. Solid Waste has initiated a no-fault well policy to deal with failing drinking water wells remaining in the adjoining neighborhoods.
5. The Board of County Commissioners approved the appropriation of \$750,000 from the Solid Waste Fund Balance to Establish a Rogers Road Remediation Reserve Fund.
6. On July 1, 2011 the Board of County Commissioners established a \$5.00 tipping fee surcharge and a plan to incrementally increase the tipping fee each fiscal year by a minimum \$2 per ton as long as the landfill is operational to fund the Rogers Road Remediation Reserve Fund.
7. The Landfill Gas to Energy Project commenced operations on January 6, 2012 and will likely have an immediate and noticeable impact on the odor created by the operation of the landfill. The project will further provide a long-term renewable energy source to UNC, reducing dependence on increasingly expensive fossil fuels, and reduce carbon emissions.

On October 4, the Board authorized the staff to proceed with a 'one-time' effort to clean-up illegal dump site within three-fourths of one mile of the landfill boundary, at no cost to the individual property owners. This process has started, but due to the complicated legal issues surrounding both County and individual property owner's liability, the final release forms and procedures have not been completed. Staff has discovered one non-conforming solid waste disposal site that was owned and operated by a Historic Rogers Road resident since 1992; see the attached letter from the NC Department of Environment, Health, and Natural Resources. Staff will bring back to the Board a recommendation regarding illegal dump sites by the March 22, 2012 regular meeting.

FINANCIAL IMPACT: The financial impact of remediation in the Rogers Road Community could be considerable for Orange County and the Interlocal Agreement partners (as well as other users). The landfill is currently projected to close by June 30, 2013. The current Landfill tipping fee surcharge could generate \$480,000 over two years. Combined with the \$750,000 initial contribution from the Solid Waste Fund Balance, total revenues of \$1,230,000 could be established for the Rogers Road Remediation Reserve Fund.

RECOMMENDATION(S): The Manager recommends that the Board of County Commissioners and Town Boards provide guidance to staff regarding:

Requests from the Rogers-Eubanks Neighborhood Association (RENA), with knowledge that not all of those requests can be linked to the landfill or the proposed Remediation Reserve Fund (regardless of the merit of those requests otherwise).

Since this area clearly lies within or next to the municipal boundaries of the Towns of Chapel Hill and Carrboro, it would seem reasonable both towns might extend additional resources to address needs not directly/indirectly attributed to the landfill's location. Previous studies suggest that the direct involvement of the municipalities will be essential to success. (Municipal matching funds could be used to meet specific demands,)

COPY

Attachment 1

4

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2011

Action Agenda
Item No. 8-a

SUBJECT: Rogers Road Area Mitigation Options And Landfill Closure Impacts

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

- 1) Map – Rogers Road Historic Area – Main Structures Before 1972
- 2) August 17, 1999 Agreement for Solid Waste Management
- 3) May 17, 2011 Recommended Actions Document from Rogers Road Community
- 4) Tables – Estimated Costs to Provide Public Water for Three Areas in Rogers Road Vicinity
- 5) Map – OWASA Water Service in the Rogers Road Vicinity
- 6) September 20, 2011 County Attorney Memorandum Regarding Landfill Post-Closure Costs and Liability
- 7) Proposed Solution for Solid Waste Illegal Dump Sites Proposal and Map
- 8) MSW Landfill Expansion Capacity Proposal
- 9) MSW Landfill Closure and Post-Closure Cost Estimate
- 10) C&D Landfill Closure and Post-Closure Cost Estimate
- 11) Solid Waste – Calculation of Fund/Reserve Balance – June 30, 2011

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2300
Michael Talbert, Interim Assistant County Manager, 245-2153
John Roberts, County Attorney, 245-2318

PURPOSE: To receive from County staff (based on previous Board direction) a comprehensive response to requests for the County to design and implement a mitigation plan to address impacts perceived to have been created by the proximity of the Orange County Landfill in relation to the historic Rogers Road Area (Attachment 1); to address specific requests made by representatives of the Rogers Road community; and to highlight other critical matters that relate to how the County, the Orange Water and Sewer Authority (OWASA) and the Towns of Chapel Hill and Carrboro might be involved in a comprehensive solution-oriented approach.

BACKGROUND: Orange County assumed operational control of solid waste disposal functions as the result of an August 17, 1999 agreement between the Towns and County (Attachment 2). The location of the landfill and its operations were well established at the time the agreement was consummated. (Elements of the agreement are discussed further in this abstract.)

Over many years, residents representing the Rogers Road area complained of various operational elements associated with the landfill. The County and Towns did come together to act upon some of those requests. Those actions included: improved landfill operations, extension of public water lines and limited transit service extensions into the surrounding neighborhood. Improvements fell short of a comprehensive response to the issues raised by the community, but were positive steps taken to address some more common complaints.

At the May 17, 2011 regular meeting of the Board of Commissioners, representatives of the Rogers Road Community presented a list of "Recommended Actions to Mitigate the Long and Short Term Impacts of Orange County's Landfill and Solid Waste Operations on the Health, Safety and Welfare of the Historic Rogers Road – Eubanks Road Community" (Attachment 3).

The Board of Commissioners directed staff to pursue a response to that request. This report is an attempt to address a complicated set of issues in a comprehensive manner, and give each item detail, recognizing financial, political and legal constraints on the County impede actions fully in line with all of the requests from the community.

The County as the landfill operator does assume a prioritized role in the process, but the Towns and OWASA also have direct involvement. The following summary addresses a number of critical aspects, each important to a final resolution of these matters.

May 17, 2011 Recommended Actions (Rogers/Eubank Roads) Request/Response

WATER SERVICES – The Towns, OWASA and County have conducted a thorough analysis of the Rogers Road area, developing 'estimated' costs for providing public water services to the historic Rogers Road community and an isolated area of homes west of Rogers Road located within the town limits of Carrboro (Fox Meadow vicinity). Those estimates are contained in **Tables 1,2 and 3** (Attachment 4) and include 'all' costs associated with extending public water lines and individual service to the 'property line' of each parcel inclusive of connection, availability and meter charges collected by OWASA. Property owners would be responsible for extending water lines from the property line to individual structures. Maps highlighting the areas where water lines exist and need to be extended are provided at Attachment 5. The estimated cost for provision of water services totals **\$4,077,587**.

The Towns and County Staffs/Attorneys agree (at this point) that funding these costs from landfill operational revenues is consistent with past actions and is applicable with environmental concerns (now or future) that may be linked to the location of the landfill. The financial impact of using landfill revenues is addressed later in this abstract.

SEWER SERVICES – Town Staffs/Attorneys conclude that the use of landfill revenues to address the extension of sewer service to the Rogers/Eubanks Road community is not consistent with North Carolina General Statutes and would subject the local governments to legal challenges and potentially substantial liability. Unfortunately, the County must agree with that position. If the County and Towns were to proceed, a third party could challenge the

legality of the action; or if the County were to proceed without agreement of the Towns, one or more Towns might pursue legal action against the County. (Attachment 6)

Since this issue was determined to be one of potential conflict between the County and Towns, a full financial estimate of providing sewer services was not pursued. Earlier estimates placed those costs in the \$3-4 million range and did not include the Fox Meadow vicinity.

ILLEGAL DUMP SITES – Within the general area of the landfill, there are reportedly several individual 'illegal' dump sites either used by individual property owners or the general public to 'illegally' dispose of refuse (all types) rather than use the Eubanks Road Convenience Center. (This is not an issue isolated to the Rogers/Eubanks Road area within Orange County.)

To address this issue County Staff has developed a proposed 'one-time' effort to clean up sites within three-fourths of one mile of the landfill boundary at no cost to individual property owners. Details of this proposal and a map of the area are provided (Attachment 7).

Signage and enforcement efforts to prohibit further illegal dumping can be incorporated into an operations plan for the landfill and, along with the clean-up proposed, be addressed via landfill tipping fee revenues.

Some landowners and residents of the area have a historic practice of using burn piles to dispose of their individual refuse. There is a pending enforcement case at this time. After any publicly funded clean-up of these sites is complete, strict enforcement procedures would be standard practice.

COMMUNITY AND CULTURAL CENTER – This is a request from the Rogers/Eubanks Road community that would not be a proper expense utilizing landfill revenues.

This request can be addressed by the County or Towns via other non-restricted governmental revenues similar to how local governments now support other non-profit agencies within Orange County. However, for this report no action is proposed.

TAX ABATEMENT PROGRAMS – Nothing within existing North Carolina law would allow a reduction or abatement of taxes as proposed or requested by the Rogers/Eubanks Road group. There are voluntary programs that could be pursued that might impact the taxation of individual properties. Each of those programs requires specific criteria to be met. Further research of available alternatives can be pursued by individuals with the assistance of the County Tax Administrator.

LANDFILL OPERATIONAL ACTIVITY MITIGATION – County staff is pursuing various aspects of those items detailed in the request.

Odor control efforts are being pursued both on a short-term and long-term basis. Odor masking agents are being evaluated for use and the UNC Methane Gas project should act to reduce odor emissions once in operation.

A barrier wall concept is not a feasible option. However, fencing gaps are being addressed and additional planting materials will be placed along the landfill fence lines to further increase vegetation shielding. A closure plan and post closure activities should address this issue in more detail.

The request for speed bumps will be directed to North Carolina Department of Transportation (NCDOT) via the County and Towns as may be appropriate based upon jurisdictional authority.

COUNTY ADVOCACY WITH THE TOWNS – Expanded communication between the neighborhood and the Towns and County could be beneficial. However, jurisdictional and political boundaries do place independent authority and responsibility with corresponding local governments. The neighborhood has been split by agreement between the two towns. It is unlikely that situation will change. Carrboro has acted to annex area west of Rogers Road. The area east of Rogers Road is within the Chapel Hill planning boundary subject to annexation at some point in the future.

Political leadership within the Towns and County should ultimately resolve a coordinated and collaborative response if it is to occur. The community needs to continue to interact with that political leadership in seeking resolution to its concerns.

LANDFILL LIFESPAN, CLOSURE AND POST CLOSURE – The expenditures outlined within this abstract that address the concerns raised revenues (Water, Dump Sites and Operational Improvements) are dependent to a large part upon the availability of landfill for funding. A proposal to the State of North Carolina to allow modification to the steepness of landfill slopes (Attachment 8) which would increase the useful life of the landfill **has yet to be pursued**. If that proposal is not sought or approved, the landfill is projected to close in the spring of 2013. If it is approved the landfill use can be extended up to 2017 (possibly longer) at the 'exclusive' option of the Board of Commissioners.

There is a call among area residents and others to close the landfill as soon as possible. Doing so limits the availability of landfill tipping fee revenues to fund the requested improvements.

There is also the inherited liability the County assumed in taking ownership of the Municipal Solid Waste (MSW) landfill for closure and post closure costs. Closure costs and post closure costs are currently estimated at **\$7,941,275** (Attachment 9). Closure and post closure costs for the Construction and Demolition (C&D) landfill are estimated at **\$4,025,326** (Attachment 10). The C&D landfill will continue to operate several years after the MSW landfill closes. It is located north of Eubanks Road where the solid waste maintenance and operational center is sited.

The Greene Tract is a 164-acre parcel owned jointly by Chapel Hill, Carrboro and Orange County. An Interlocal Agreement from 1999, and amended in 2000, provides guidance for the division of the property. A Greene Tract Work Group that included representatives from all the parties to the Interlocal Agreement met in 2001 and discussed proposed uses of affordable housing, open space and recreation space. Chapel Hill, Carrboro and Orange County adopted resolutions supporting three basic uses in concept:

18.1 acres on the northwest portion of the site adjacent to the Purefoy Road neighborhood would be reserved for Affordable Housing

85.9 acres would be reserved for open space

60 acres has been conveyed to Orange County for solid waste management purposes.

The County and Towns are entering the fourth year (FY 2011/12) of a five-year payback plan to reimburse the Solid Waste Enterprise Fund for 104 acres of the Greene Tract. The 104 acres of the Greene Tract are no longer considered a Solid Waste asset, and there has been considerable discussion concerning the best use of that acreage. The final use of this jointly owned asset will be determined collectively by Chapel Hill, Carrboro and Orange County. The Solid Waste Enterprise Fund retains 60 acres as a valuable asset that could be utilized to help satisfy the future closure and post closure liability.

County Financial Staff is in the process of analyzing the reserves within the Solid Waste Enterprise Fund available for closure/post closure costs of the MSW landfill, along with any commitments to Rogers/Eubanks Road mitigation efforts detailed above and ultimate responsibilities for the C&D closure and post closure expenses.

Reserve funding does exist within the Solid Waste Enterprise Fund. It is not sufficient to address all of the items defined above "without" and extension in the life of the MSW landfill AND increases in the tipping fees charged at the landfill. As of June 30, 2011 the total Solid Waste Fund reserves are **\$12,941,905** which includes funds needed for closure costs and post closure costs of both the MSW (**\$7,941,275**) and the Construction and Demolition (C&D) landfill (**\$4,025,326**). Other current and long term liabilities, including capital lease and debt obligations, post employee health care obligations, and compensated absences all have to be taken into account to calculate available reserves. The Solid Waste enterprise fund, without the considering the sale of any assets, is **\$4,073,276** short of meeting all long-term liabilities as of June 30, 2011 (Attachment 11).

A Reminder – Once the MSW landfill ceases operation, "no" revenue stream associated with household solid waste disposal will exist. There is no provision for a County operated solid waste collection point (transfer station) in Orange County, and municipal solid waste will be transported elsewhere by the Towns, County and others involved in waste collection. The County would cease to be directly involved with MSW disposal activities except its own waste stream.

The summation under FINANCIAL IMPACT below provides various considerations that need to be acknowledged in any final decision.

The current landfill agreement (Attachment 2) does not require any future liability for the Towns with regards to the landfill once it closes. The County under current law is required to maintain 'full' responsibility for the landfill's environmental impacts for a period of not less than thirty years after closure. (If problems were to occur in later years, as long as the County owns the landfill site, it would retain any financial obligations associated with that effort.) All financial estimates of post-closure costs are based upon current federal and state environmental standards that could change pending new science or evaluations that might occur within the thirty year post closure time frame.

IMPORTANT TO THESE DISCUSSIONS – While the County is restricted in how it may use Solid Waste Enterprise Funds to address the Rogers/Eubanks Road community mitigation issues (sewer, in particular), that same limitation does not apply to the Towns.

The Towns maintain (justifiably) that Solid Waste Enterprise Funds 'must' by law be used in connection to mitigation issues having linkage to the landfill location. The County and Towns adopted a well repair/replacement program funded with solid waste enterprise revenues. There is consensus that public water service extension does extend to a landfill related environmental concern.

It is difficult to find an environmental link between the landfill and failing individual septic tanks in the Rogers/Eubanks Road area. No scientific study has been pursued on this issue due to the unlikelihood of linking the landfill's location to septic tank failures.

The County is restricted in how it may use landfill revenues (Enterprise Funds). The Towns use their individual General Funds to expense out residential solid waste collection programs. The Towns do not charge separately for household solid waste collection. It is a service the Towns provide via the municipal tax rate and other local revenues. The landfill tipping fees paid to the County by the Towns are Town General Fund expenditures. Thus, the Towns have greater funding latitude accordingly.

The longer the current County operated landfill stays open, the longer the Towns can defer the added expense of transporting their collected MSW to another location (Durham or elsewhere). Estimates of that savings do not appear in any calculation of the County's closure/post closure costs. More recent estimates put the annual savings to Chapel Hill at about \$350,000-\$400,000 and at \$100,000-\$150,000 annually for Carrboro. (Changes to equipment and other efficiency efforts would impact these estimates.)

FINANCIAL IMPACT: The County is restricted in its use of the Solid Waste Enterprise Fund revenues or reserves. Per previously noted estimates, closure/post closure expense is estimated at **\$7,941,275** (update analysis is being pursued). The Water Service extension proposal outlined earlier is estimated to cost **\$4,077,587**. The Dump Sites clean-up proposal has an estimated cost of \$50,000 without verification of the number of sites within a ¼ mile range of the landfill. **MSW Landfill Enterprise Reserve Funding is \$7,403,190 as of June 30, 2011.**

The current landfill agreement between the County and Towns limits the County's ability to raise tipping fees to a 10% annual adjustment with a 60 days written notice. Currently, the base landfill tipping fee is \$57 per ton.

The County will need to increase tipping fees according to the direction taken in addressing the items outlined above. The lifecycle of the landfill (remaining months of operation) will dictate anticipated revenues, assuming the volume of waste remains consistent as tipping fees rise.

RECOMMENDATION(S): The Manager recommends that the Board:

1. **Direct staff to initiate the Water Service improvements as outlined.** Further refinement of those estimates, engineering and construction would be scheduled accordingly and Solid Waste Enterprise Funds be the source of funding for these projects. The Board of Commissioners would approve each project and OWASA would be the contract administrator.
2. **Authorize the Dump Sites clean-up program as proposed.** Solid Waste Enterprise Funds would be the source of funding for this effort. Solid Waste Staff

will oversee the work and monitor the contractors authorized to perform to activities.

3. **Recognize and authorize appropriate annual increases in the MSW tipping fee.** Increases will occur in accordance with financial projections that support the proposals outlined above and closure and post closure financial obligations. The current agreement allows a 10% annual increase. The current rate is \$57 per ton MSW.
4. **Select an appropriate closing date for the landfill as a functioning operation.** The estimated closure dates as proposed in the attachments and discussed earlier in this abstract are approximate in nature. As the landfill ages solid waste compresses with time. An exact date the landfill will reach permitted capacity is a variable. The Board has the option to extend the life of the landfill and add available funds for the proposals outlined above along with securing reserves for closure and post closure actions. County staff has not yet sought a permit extension, and the landfill is scheduled to close in the spring 2013. **If the Board chooses to extend the life of the landfill, it will need to direct staff to file the appropriate permit applications.**
5. **Encourage the Towns through conversations with elected leadership to become more involved in the future of the Rogers/Eubank Road neighborhood.** The improvements not eligible for funding via the Solid Waste Enterprise Fund (Sewer, community development activities, etc.) can be addressed via other revenues sources. The longer the landfill stays open the greater savings the Towns experience in waste transportation costs to a MSW landfill or transfer station elsewhere. The Towns and County could jointly address these issues collectively to lessen the financial burden upon any one government.
6. **Convene a meeting with the Towns to discuss the future of MSW in Orange County.** There has been a limited municipal response to taking future MSW to the City of Durham's MSW transfer station. Alternative MSW disposal options being pursued by the Towns thus far have not produced viable results. A new interlocal agreement is necessary to address both future MSW disposal and closure and post-closure costs and liability.

Summary

Prior efforts by the County and Towns did not fully address the locational impacts of the landfill upon the neighborhood after the original site decision was made. Moving forward requires a dedication by the Towns and County (together) to act appropriately in bringing some finality to these issues. Not all of the requests made by the Rogers/Eubanks Road neighborhood exist because of the landfill, but many are a direct result of its location and operation. The MSW landfill may close in the next few years, but the C&D landfill operations will continue for many years to come and those impacts will be ongoing.

COPY

Attachment 2

11

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 17, 2011

Action Agenda

Item No. 8-a

SUBJECT: Solid Waste – Rogers Road Community

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

- A. County Map - Historic Rogers Road Planning Area
- B. 10-19-95 Recommendations to The Landfill Owners Group
- C. 1997 Report of the Landfill Owners Group/Landfill Neighborhood Working Group "Recommendations"
- D. 5-1-08 Rogers Road Community Task Force – Recommendations
- E. 8-18-09 Rogers Road Area: Cross-Reference of Town and County Task Force Reports
- F. 2-8-11 OWASA Sewer Extension Estimates – Rogers Road Area
- G. 4-25-11 Estimated Tonnage Solid Waste Delivered to Landfill by Source FY 2009-10

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2300
Gayle Wilson, Solid waste Management Director, 968-2885
Michael Talbert, Interim Assistant County Manager, 245-2153

PURPOSE: To review and consider:

- A plan for the remediation of the impact of the landfill operations on the Rogers Road community:
 - 1. Creation of an oversight Committee to make recommendations to the Board.
 - 2. Plan of action approved by the Board.
 - 3. Funding Sources for Remediation.
- Three options for scheduling the closure the Orange County Landfill.

BACKGROUND: Beginning in 1972 with the initial opening of the County landfill and extending to the present, the expected life of the landfill has evolved. In 1989 the expected life of the landfill was projected to be through 1997.

Rogers Road Neighborhood

On August 18, 2009 the Board received Attachment E, "Rogers Road Area: Cross Reference of Town and County Task Force Reports. This agenda item abstract summarizes the results from the Rogers Road Small Area Plan Task Force and the County Historic Rogers Road Community Enhancement Plan Task Force reports from 2009, but did not recommend that the County take

any action. These two plans are the most recent in a series of committees, task force and plans completed since the landfill opened in 1972. A number of local government initiatives have been implemented to improve the quality of life in the Rogers Road Community and they are as follows:

1. The Solid Waste fund paid \$650,000 to extend public water service by the Orange Water and Sewer Authority (OWASA) to the Rogers Road area. As of July 2010, water was available to 166 parcels and 71 have connected.
 2. Solid Waste has installed gas flares to reduce odors. A landfill gas to energy project (Orange County and UNC) will be completed within the year. The project will further reduce air odor problems, provide a long-term renewable energy source to UNC reducing dependence on increasingly expensive fossil fuels, and reduce carbon emissions.
 3. Town of Chapel Hill initiated bus service on Rogers Road.
 4. Solid Waste has initiated a no-fault well policy to deal with failing drinking water wells remaining in the adjoining neighborhoods.
-

Resolution proposed by Rogers Eubanks Neighborhood Association (RENA)

On April, 5, 2011 the Board received numerous public comments regarding the three options presented to extend the life of the landfill. RENA presented a resolution requesting that the Board take actions on behalf of the Rogers Road Community.

1. Immediately designate \$2.50 per ton or 5% of the landfill tipping fee to fund remediation for the Rogers Road Community, proceeds to be paid in full to RENA, who is the designated agent for this historic community.
2. Set a County priority to seek alternative methods of waste disposal in order to close the landfill as soon as possible but not beyond 2016.

Landfill Gas to Energy Project

This Landfill Gas to Energy Project is not yet operational and therefore difficult to project the impact on Solid Waste Fund. This issue will be revisited at a later date.

Landfill Operations

There are numerous variables involved with the continually changing capacity expectations and projections. Disposal volumes have varied over the past 40 years. Changes in regulations, changes in operational best management practices, equipment and techniques, effectiveness of recycling and waste reduction programs, public environmental knowledge and awareness, state and local bans, increasing tipping fees, evolving regional disposal options, etc. have all contributed to extending the life of the facility. There is difficulty with predicting the landfill biodegradation process at work that varies due to the types of waste, moisture content, age of waste, compaction, etc. Moving forward there are fewer opportunities to significantly extend the life of the facility as the above variables will have a diminishing impact.

Upon the hiring a new engineering consultant (HDR Engineering, Inc.) last summer, County staff asked that the landfill facility be given a thorough evaluation to prepare for facility closure and any final possibilities for obtaining further capacity, without expansion of the facility footprint. Staff recommended extending landfill life to approximately January 2017. The Board requested additional information concerning a plan for the remediation of the impact of landfill operations on the Rogers Road community.

On April, 5, 2011 the concept of instituting a tipping fee surcharge with the intent of generating funds over the remaining life of the landfill for neighborhood improvements was discussed. Within life remaining in the Orange County Landfill, there is limited time to fund meaningful reserves for remediation. Currently the FY 2011/12 projection of municipal solid waste tonnage is 48,000 tons per year. This means that each dollar on the tipping fee would generate about \$48,000 annually. The County Manager recommends a tipping fee surcharge of \$5.00 per ton. This recommended increase would generate \$240,000 in the first year to be reserved for neighborhood improvements. To immediately fund reserves for neighborhood improvements, an initial contribution of \$750,000 is recommended to be appropriated from the Solid Waste Fund Balance. This would bring the reserve for neighborhood improvements balance to \$990,000 as of June 30, 2012. Incremental annual increases in the tipping fee surcharge of \$2 per ton per year would generate total revenues shown below.

Projected Revenues from an increasing Tipping Fee Surcharge

Fiscal Year	Tipping Fee Surcharge	Annual Revenue	Total Revenues
Fund Balance Appropriation		\$750,000	\$750,000
2011/2012	\$5.00	\$240,000	\$990,000
2012/2013	\$7.00	\$336,000	\$1,326,000
2013/2014	\$9.00	\$432,000	\$1,758,000
2014/2015	\$11.00	\$528,000	\$2,286,000
Option 1 close 1/1/2016	\$11.00	\$264,000	\$2,550,000

FINANCIAL IMPACT: The financial impact of extending landfill capacity could be considerable for Orange County and the Interlocal Agreement partners (as well as other users). The landfill is currently projected to reach capacity about June 30, 2013. Option 1 would generate about \$2.5 million of additional funds that could be reserved for closure/post closure costs and delay closure over current projections and permit authority by about 2.5 years. Option 2 would generate about \$3.1 million of additional funds that could be reserved for closure/ post closure costs and closure for about 3.5 years. Option 3 would generate about \$3.7 million of additional funds that could be used for closure/ post closure costs and delay closure for about 4.5 years.

The Landfill tipping fee surcharge could generate \$1,800,000 over five years. Combined with the \$750,000 initial contribution from the Solid Waste Fund Balance, total revenues of \$2,550,000 could be established for the Rogers Road Remediation Reserve Fund.

The extension of time provides an opportunity to build reserves from a tipping fee surcharge as outlined in the Background. Additionally, extension of landfill life would delay incurring the additional expenses by all Interlocal Agreement partners related to the hauling of waste to the City of Durham Transfer Station (undetermined but substantial).

RECOMMENDATION(S): The Manager recommends that the Board provide guidance to staff with regard to the staff proposal related landfill capacity issues.

Provide guidance to staff on a plan for the Remediation of the Historic Rogers Road Community including but not limited to the following elements:

1. Establish a Rogers Road Over-Sight Committee to advise and make recommendations to the Orange County Board of Commissioners.
2. Appoint an eight (8) member Over-Sight Committee as follows; (3) members from the Towns, (3) members from the Rogers Road Community, (1) member from the County, and (1) member from OWASA.
3. Empower the Over-Sight Committee to accomplish the following:
 - a) Define the boundaries of the Rogers Road Community.
 - b) Identify remediation needs in the Rogers Road Community that are related to the operation of the Orange County Landfill since 1972.
 - c) Prioritize needs in the Rogers Road Community that are related to the operation of the Orange County Landfill since 1972 achievable within available funding limits.
 - d) Make recommendations to the Board.
4. Beginning July 1, 2011, establish a \$5.00 tipping fee surcharge that incrementally increases each fiscal year by a minimum \$2 per ton as long as the landfill is operational to fund a Solid Waste Rogers Road Remediation Reserve Fund. Funds will be maintained in the Solid Waste Fund and used for remediation of the Rogers Road Community as directed by the Board.
5. Effective July 1, 2011, appropriate \$750,000 from the Solid Waste Fund Balance to Establish a Rogers Road Remediation Reserve Fund.

Other Issues/Concerns:

1. Those representing the Rogers Road Community (RENA) and others have made numerous requests and put forth a variety of service demands that may not have any direct or indirect relationship to the landfill or its location. Not all of those requests can be linked to the landfill or the proposed Remediation Reserve Fund (regardless of the merit of those requests otherwise).

It is intended as noted above that some thought and acceptance be developed toward a 'priority list' of actions for which the Remediation Reserve Fund be specifically dedicated to finance. The legality of some uses proposed by RENA and others could lead to successful challenges that cause delays to implementing important improvements.

A clear, concise list of priorities should be a first step to action.

Since this area clearly lies within or next to the municipal boundaries of the Towns of Chapel Hill and Carrboro, it would seem reasonable both towns might extend additional resources to address needs not directly/indirectly attributed to the landfill's location. Previous studies suggest that the direct involvement of the municipalities will be essential to success. (Municipal matching funds could be used to meet specific demands,)

2. The Board of Commissioners has full authority to close the landfill at 'its' option. Extending the landfill's closure date allows the accumulation of financial resources to address some but not all needs within the Rogers Road area.

It is suggested the Board of Commissioners clearly declare a closure date to finally resolve the issue of how long the landfill remains open. At least a six-month notice needs to be provided all users. If desired the landfill could be closed as early as the end of 2011.

3. There may be alternative disposal methods available for solid waste management at some future date. Regardless of technology, those alternative methods will come at a higher cost AND still involve the transport of large volumes of waste to a specific location. This will remain a county-wide issue BUT not solely a county government problem.

Legitimate, forthright discussions need to occur involving the disposal of municipal solid waste. Method to be selected, how to fund the associated costs and where to place facilities remain to be properly addressed. The process should be transparent but focused. NO neighborhood, urban or rural, wants to host such a facility. Addressing those localized concerns will be a difficult and troubling task.

4. Recycling remains a high priority in Orange County. The County has taken the lead role in providing these services county-wide. The County must continue to focus on efficiencies in both the fixed drop-off locations and curbside service elements of this program. Automation and compaction of recyclables will help contain costs BUT those costs will increase.

Recycling also includes debris and yard waste services along with demolition waste disposal. Those residing in the Rogers/Eubanks Road area should recognize and understand that Eubanks Road will remain home to the County's demolition debris disposal efforts and solid waste equipment storage and maintenance functions long after the municipal solid waste landfill closure.

There are no current plans to relocate that facility or site a new similar facility elsewhere in Orange County for the foreseeable future.

5. Summarizing: Extending the lifespan current municipal solid waste landfill can provide a revenue stream to address some but not all Rogers Road area needs. Determining what needs are addressed is a role for community/government collaboration but the final decision and responsibility for action rests with the Board of Commissioners in conjunction with municipal cooperation. Moving forward will bring some closure to many long standing issues (besides just the landfill). It will not resolve or address all community concerns or desired outcomes. Those goals will require on-going efforts and commitments among all of those with a vested interest in Orange County's future.

May 17, 2011

**Recommended Actions to Mitigate the Long and Short Term Impacts of Orange County's
Landfill and Solid Waste Operations on the Health, Safety and Welfare of
the Historic Rogers Road – Eubanks Road Community**

1. Connect water and sewer service to all homes listed in the "ROGERS-EUBANKS ROAD AREA OF CONCERN FOR THE REQUESTED ORANGE COUNTY HEALTH DEPARTMENT SURVEY (occupied properties on well/septic systems that were built before the Orange County Landfill was sited on Eubanks Road)", including Ms. Nunn's property, at no cost to any of the residents – including all OWASA water and sewer connections and OWASA impact fees for these connections. Residents will pay monthly user fees for water and sewer.
2. Clean up the illegal dumpsites within 3/4 mile around the perimeter of the landfill – some of which are in the headwaters of the Bolin Creek watershed.
 - a. Clean up shall be made at no cost to any resident of the community and all residents and property owners shall be held harmless from any costs, fees, liens, assessments, damages, penalties or any other liability for the remediation or mitigation necessary to clean and remove illegal trash sites that have been created on their land.
 - b. Close access points to stop continued and active illegal dumping.
 - c. Install additional "No Littering" signs in the RENA community near the landfill.
 - d. Expand the hours of the landfill and convenience centers with no additional fees, to discourage illegal dumping.
 - e. Initiate ongoing aggressive enforcement of existing dumping ordinances.
3. Establish a community and cultural center including recreational facilities and park that honors the history of the Rogers-Eubanks community, which dates back to the 1700s.
 - a. Highlight the story of this African-American community, which transcended slavery, and faced continual challenges to land ownership and community for over two centuries.
 - b. Until the community and cultural center is built, the County and Towns shall pay an annual fee of \$50,000 to cover the operating expenses for interim operations at the RENA community center.
4. Institute a program to constrain property tax increases to protect homeowners from predatory development. This applies to county and town taxes (in the event of annexation). Overlay zoning, a tax abatement program or alternatives should be considered. The program could be limited to the historic families participating in the water/sewer program.

5. Take immediate actions to mitigate the direct impacts of the landfill.

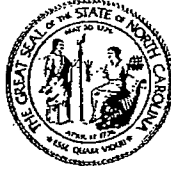
- a. Reduce the odor from the landfill using a technology that surpasses the masking agent atomization for the landfill working face. In addition to benefits derived from the landfill gas program, utilize best management practices for landfill cover that helps control odor.
- b. Build an impervious barrier wall (beginning below the surface of the ground) to impede/stop vermin from leaving or entering the landfill and to decrease noise, and improve air quality.
- c. Plant additional trees and vegetation for additional odor buffer and to obscure the visual impact of the landfill mountain.
- d. Add traffic-calming bumps on Rogers Road, redirect commercial traffic ("no commercial traffic" signage on Rogers Road) and decrease the speed limit to 30 mph.

6. Advocate on our behalf with the towns – especially for making this community to be in one unifying municipal or government jurisdiction (instead of 3), and for sidewalks, and bike lanes, on Rogers Road, Eubanks Road, Purefoy Road, Edgar Street, and Homestead Road, and to improve connectivity of bus service and other town services.

These actions will be the terms of a written, enforceable, and binding agreement – which will be funded and included in the county's committed capital plans. The agreement will include damages for non-performance. The agreement will be supported by a committed work plan, which includes tasks, responsibilities, timelines and deliverables – along with cost estimates, which include a contingency for project risk. The work plan will be designed to assure that all improvements will be completed by 2016.

The plan will be funded by the solid waste tipping fee, revenues from the UNC landfill gas project, reserves, and/or other sources that the county deems appropriate. Since the county will earn millions of dollars of additional revenue by extending the life of the landfill beyond the planned closure date of 2012, these additional funds will be applied to mitigation items before the county can use these funds for other purposes.

The agreement – and the supporting work-plan and funding for completing these mitigation requests - shall be developed and approved before the county authorizes extending the life of the landfill.



Attachment 4

18

State of North Carolina
Department of Environment, Health, and Natural Resources
Division of Solid Waste Management

South Central Regional Office • 225 Green Street, Suite 601 • Fayetteville, North Carolina 28301
Telephone: (919) 486-1191 Fax: (919) 486-1791

James G. Martin, Governor
William W. Cobey, Jr., Secretary

William L. Meyer
Director

February 18, 1992

John Rogers
7906 Rogers Road
Chapel Hill, N.C. 27516

Re: WARNING LETTER

Dear Mr. Rogers:

On January 28, 1992, I investigated a non-conforming solid waste disposal site owned and operated by you beside your residence on Rogers Road in Orange County, N.C. My investigation revealed approximately 100 cubic yards of construction type waste has been disposed of on the back side of your property. On January 29, 1992, I called you and directed you to discontinue any dumping and to remove the waste and dispose of it in the Orange County Landfill #68-01 on Eubanks Road.

North Carolina Solid Waste Management Rules 15A N.C. Admin. Code 13B .0201(a) states that no person shall establish or otherwise treat, store or dispose of solid waste unless a permit for the facility has been obtained from the Division.

Please note that pursuant to N.C.G.S. 130A-22(a) and 15A N.C. Admin. Code 13B Section .0701-.0707, an administrative penalty of up to \$5,000.00 per day may be assessed for violation of the Solid Waste Law or Regulations.

If you have any questions concerning this matter, please contact me at (919) 486-1191.

Sincerely,

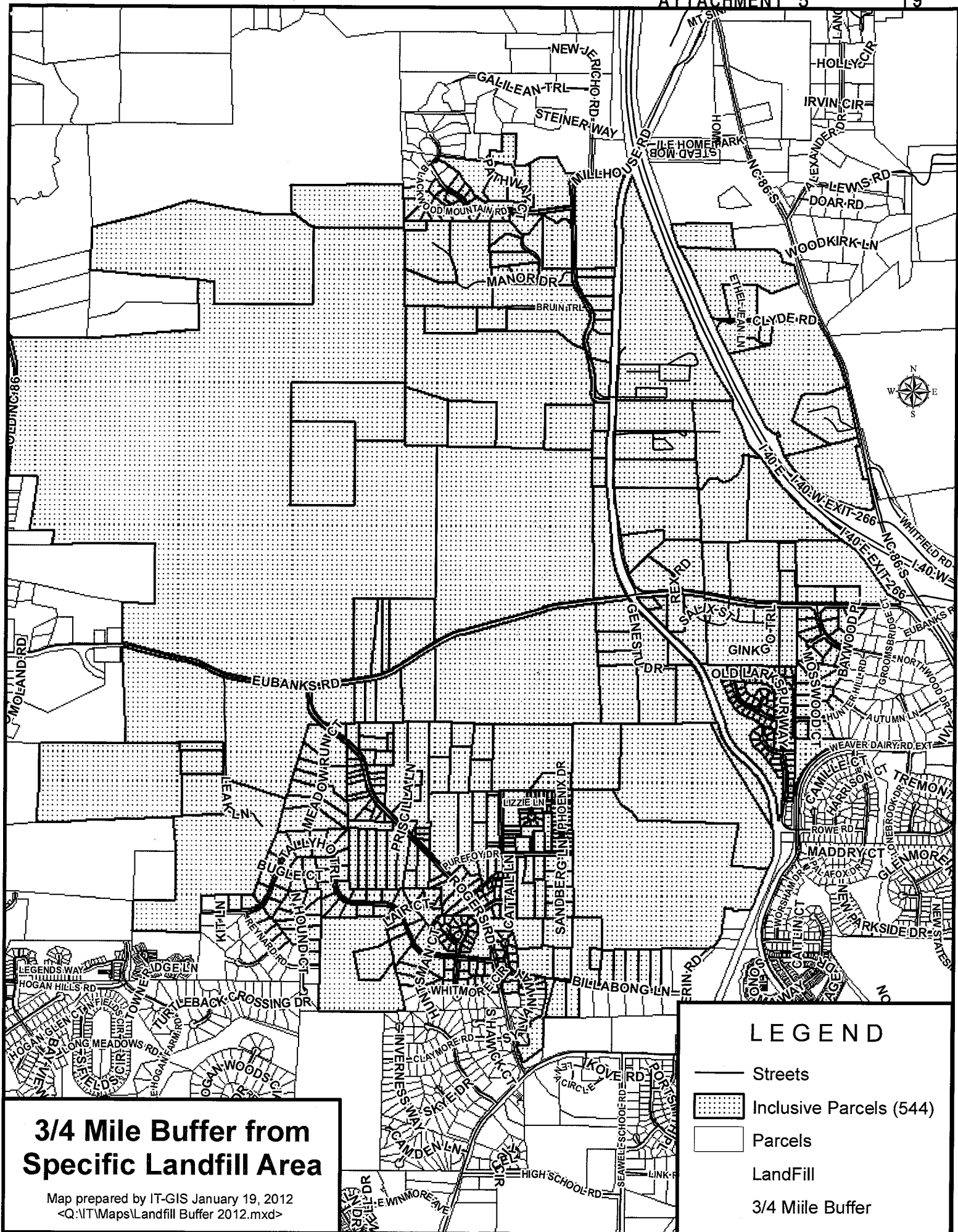
A handwritten signature in dark ink, appearing to read "Mark S. Fry".

Mark S. Fry
Waste Management Specialist
Solid Waste Section

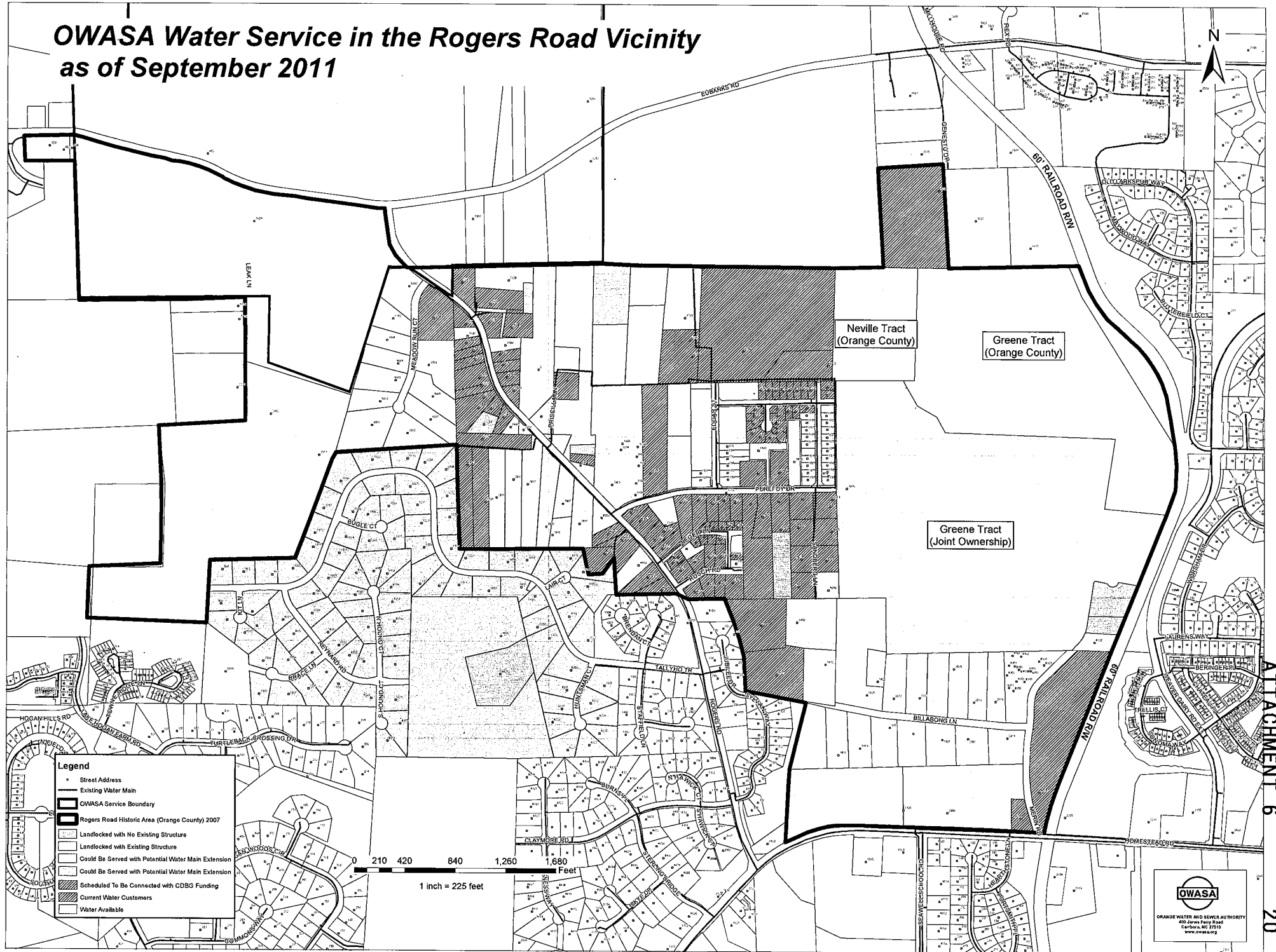
MSF/wlf

cc: Terry Dover

Handwritten initials "TFD" in dark ink.



OWASA Water Service in the Rogers Road Vicinity as of September 2011



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: January 26, 2012

**Action Agenda
Item No. 5**

SUBJECT: Future Issues

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2306

Michael Talbert, Asst. County Manager, 245-2308

Gayle Wilson, Director, Solid Waste Management, 968-2885

PURPOSE: To discuss alternative technologies related to solid waste disposal options.

BACKGROUND: The Solid Waste Advisory Board (SWAB) reviewed available alternative technologies related to solid waste disposal in 2010. The Board reached consensus that the range of technical, economic and risk-related issues surrounding a thorough and effective consideration of alternative technologies for solid waste may require far more resources and expertise than the SWAB has available.

FINANCIAL IMPACT: Decisions with regard to alternative technologies related to solid waste disposal could have significant financial impact on both the County and the Towns.

RECOMMENDATION(S): The Manager recommends that the Board, along with the elected Boards of the Towns of Carrboro, Chapel Hill and Hillsborough, discuss the alternative technology options for the disposal of solid waste.

