

**ORANGE COUNTY BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

AGENDA

BOCC/Carrboro Board of Aldermen Joint Meeting

October 11, 2012

Meeting – 7:00 p.m.

Southern Human Services Center

Chapel Hill, NC

- (7:00 – 7:05) Welcome and Opening Remarks (Chair Bernadette Pelissier and Mayor Mark Chilton)

- (7:05 – 7:30) 1. Access Road – Twin Creeks Park / Ballentine Subdivision (MI Homes)

- (7:30 – 8:10) 2. Economic Development
 - a) General Discussion
 - b) Public Water and Sewer for Business Development on NC Highway 54

- (8:10 – 8:35) 3. Carrboro's Vision for Use of the New Town Hotel Tax

- (8:35 – 9:30) 4. Solid Waste and Related Issues Update
 - a) Joint Efforts
 - b) Solid Waste Advisory Board (SWAB)
 - c) Greene Tract

- (9:30 – 10:00) 5. Historic Rogers Road Neighborhood

**ORANGE COUNTY BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

JOINT MEETING AGENDA ITEM ABSTRACT

Meeting Date: October 11, 2012

**Action Agenda
Item No. 1**

SUBJECT: Access Road – Twin Creeks Park / Ballentine Subdivision (MI Homes)

DEPARTMENT: Environment, Agriculture,
Parks and Recreation;
Planning and Inspections

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Adopted Master Plan – Twin Creeks Park
(With Final Greenway Location)
Letters from Corps of Engineers (Three)

INFORMATION CONTACTS:

David Stancil, 245-2510
Craig Benedict, 245-2575
Marabeth Carr, 245-2510

PURPOSE: To review the proposed access road (also known as “Road A” of Ballentine subdivision) that would serve the Twin Creeks (Moniese Nomp) District Park and Ballentine subdivision.

BACKGROUND: In 2001, Orange County purchased 193 acres from two families for the future Twin Creeks District Park and Educational Campus. This park and campus was acquired to meet the previously-identified need for a Chapel Hill Township District Park and offer the opportunity to co-locate a park with a school campus. A master plan for the park and educational campus, adopted in 2003 (revised and re-adopted in 2005) proposed using an existing shared driveway along a boundary with then undeveloped land to the south as the entranceway into the park.

In the last decade, MI Homes purchased the property south of the County’s Twin Creeks site, gained subdivision approval, and in 2010-11 developed a portion of the Ballentine subdivision. The concept of the shared road continued to be envisioned as part of this process, although initial phase(s) of this development did not require the completion of the shared road, identified as “Road A” on Ballentine plans. However, the original conditional use permit (CUP) adopted for the Ballentine property did envision a shared entrance road for both Ballentine and Twin Creeks. “Road A” as designed to date straddles the County/Ballentine property line.

Over the past several years, County and MI Homes staffs and attorneys have discussed working together on the road construction, at the appropriate time. However, the economic downturn of the last decade served to delay the construction of Twin Creeks Park, and portions of Ballentine that would use the shared Road A. Over the past several months, MI Homes has been in informal dialogue with Town staff regarding the submittal of a CUP Modification and a possible Town Land Use Ordinance text amendment to allow an alternative to parallel sidewalks on both sides of Road A has also been raised. In the meantime, a redefined Phase I of the park, the Jones Creek Greenway through the County’s property, was constructed in 2010 and opened in 2011.

With the potential for a CUP modification for the remainder of Ballentine, the issue of constructing "Road A" has come again to the forefront. While there are a number of issues related to the discussions to date (including sidewalks versus trails along the road), a primary stumbling block for the parties that would construct the road is the concept of requiring a bond or a bridge connection across Jones Creek, located at the eastern edge of the Ballentine and Twin Creeks properties.

MI Homes has argued, and the County has supported, a position that this is not an appropriate place for a stream crossing at this time, the construction of which benefits neither the park nor the subdivision. A letter from the U.S. Corps of Engineers from January 2006 (reissued in January 2012) has been offered in support of this position. The letter asserts that the Corps is unlikely to permit multiple crossings of Jones Creek in the short stretch through Ballentine and Twin Creeks due to environmental concerns. Town of Carrboro staff has had their own conversations with the Corps of Engineers in recent months (see attached memo from June 2012) that may offer a different view if the crossing were applied for by a municipality. A related issue to the potential road extension/bridge is a significant grade separation that would be created where the road and the Jones Creek Greenway intersect, which would likely require a pedestrian underpass.

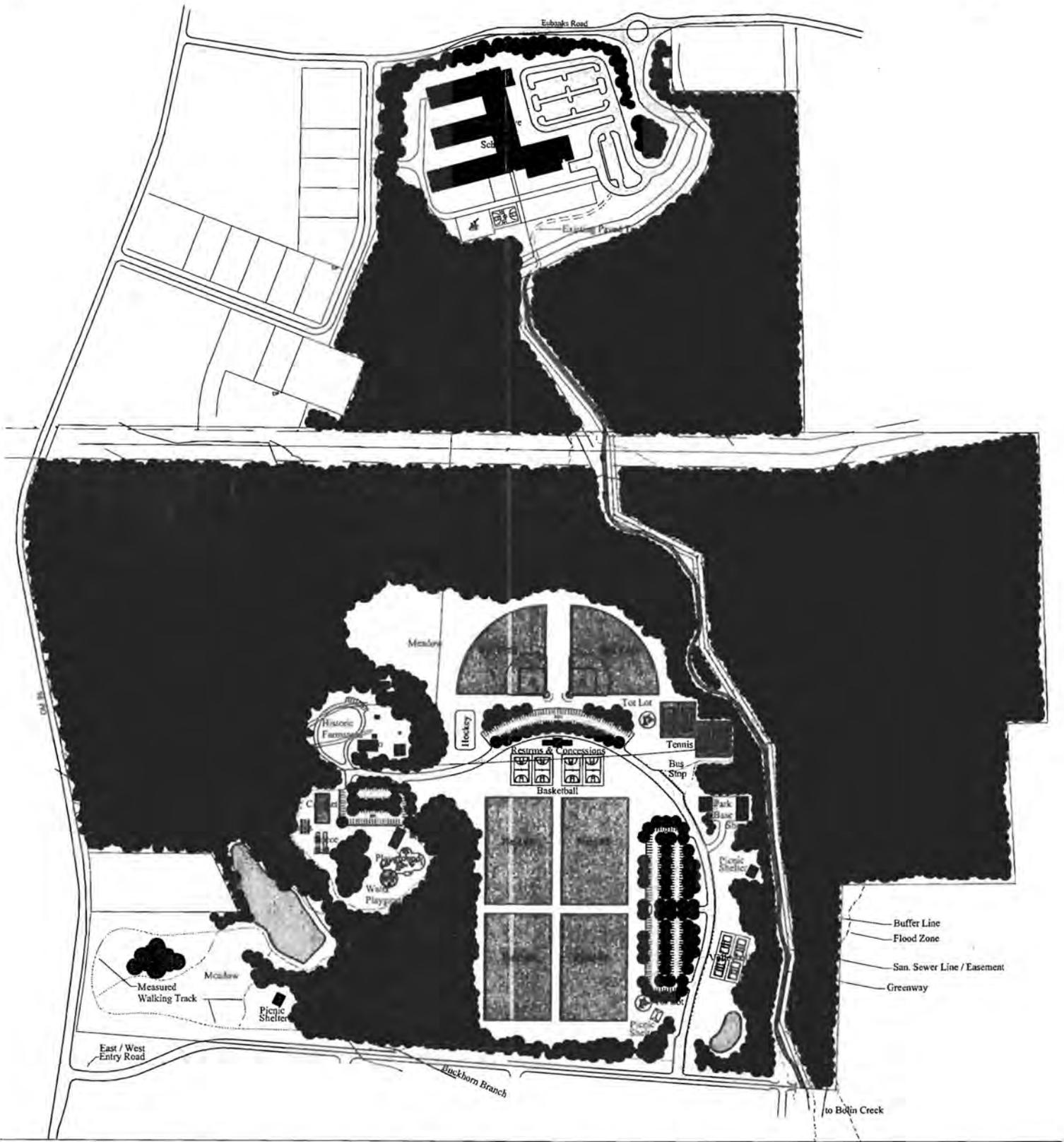
Orange County has appropriated \$600,000 through its Capital Investment Plan (CIP) in FY 2012-13 toward a share of the planned Road A construction. However, construction of the remainder of the park (estimated to be between \$9-12 million as designed) is still beyond the five-year horizon of the current CIP, and no funding source has been identified for that purpose.

The purpose of tonight's discussion is to discuss the options for addressing the shared road issue. While potentially many years away, it should be noted that options for the eventual development process for the future park were considered by the County and Town Attorneys in 2007, with the concept of a "Development Agreement" model identified as a mechanism for addressing future park construction, when funds become available. However, there is no funding for additional phases of the park at this time, and no immediate development issues to be considered for the park at this time beyond the disposition of the "Road A" question.

FINANCIAL IMPACT: Orange County has appropriated \$600,000 toward the cost of constructing "Road A," which as proposed would straddle the Twin Creeks/Ballentine property line and provide access to the future Twin Creeks Park. Phase I of the park, the Jones Creek Greenway from Morris Grove Elementary School on the northern edge of the Twin Creeks complex to the southern boundary of the site, was completed and opened in 2011 at a cost of \$927,000. The remainder of Twin Creeks Park construction is beyond the current County CIP (beyond 2017). General cost estimates for the 96-acre park, which as designed would be the County's largest and most-comprehensive, are between \$9 million and \$12 million (not including any future roads).

The cost for the construction of Road A is estimated to be between \$1.1 and \$1.4 million by staff and MI Homes engineers – not including a crossing of Jones Creek. A potential bridge across Jones Creek for Road A may cost an additional \$1 million.

RECOMMENDATION(S): The County Manager recommends that the two governing Boards discuss the issues related to the construction of "Road A" and consider alternative options or solutions to the current status.



Twin Creeks* Park and Greenway

(*Moniese Nomp)

December 31, 2009

(Master Plan Adopted- May 3, 2005)



Orange County
Environment and Resource
Conservation Department

Reading

December 6, 2006

Regulatory Division

Action ID No. SAW-2006-41603-268

Mr. Mitch Huff
M/I Homes
1500 Sunday Drive, Suite 113
Raleigh, NC 27607

Dear Mr. Huff:

Through coordination with your consultant, Mr. Kevin Yates of The John R. McAdams Company, Inc., we have learned of a potential requirement by the Town of Carrboro to construct a road crossing within an area currently planned for development of the Ballentine Subdivision in Carrboro, Orange County, North Carolina. The crossing would be the third crossing for this development within 800 feet and would stub out after crossing Jonis Creek, a jurisdictional tributary to Bolin Creek in the Cape Fear River Basin. Based upon the information provided, the only purpose for this crossing is to meet the local ordinance in support of future development and is not safety related.

In order to utilize nationwide permits, the applicant is required to prove that they have avoided impacts to jurisdictional waters of the United States subject to our regulatory authority pursuant to Section 404 of the Clean Water Act. Once an applicant has adequately demonstrated that they have avoided jurisdictional areas, they must document steps they have taken to further minimize impacts to waters of the U.S. Finally, an applicant may be required to provide compensatory mitigation for unavoidable jurisdictional impacts.

Accordingly, based upon the provided information, a request for impacts to the stream or adjacent wetlands for such a crossing would not meet the nationwide permit conditions. Therefore, such a proposal would require the submittal of a Department of the Army (DA) individual permit application.

While we have not received a permit request for this proposed project and would not be able to provide comments regarding either the issuance or denial of a permit request, please be advised that similar permit requests for non-water dependent projects that impact jurisdictional waters of the United States have not been reviewed favorably and historically have either been withdrawn by applicants, modified to eliminate the jurisdictional impacts, and in some cases have been denied.

Should you have any further questions regarding this project or the issue of the proposed construction of roads that do not serve safety concerns and are only justified by local ordinances, please contact Mr. Monte Matthews at (919) 876-8441, extension 30.

Sincerely,FILENAME:BALLENTINE ROAD EXTENSION_SAW_2006-41603.DOC

CESAW-RG-RJM/mmc

CESAW-RG-RWFILE

MAIL

Jean B. Manuele

Chief, Raleigh Regulatory Field Office

COPY

January 25, 2012

Regulatory Division/1145

Action ID: SAW 2008-00754

Mr. Jeremy Medlin
M/I Homes
1500 Sunday Drive, Suite 113
Raleigh, North Carolina 27607

Dear Mr. Medlin:

The following is an updated letter to our original letter dated December 6, 2006, regarding avoidance and minimization of jurisdictional stream impacts related to potential road crossings for the Ballentine Subdivision in Carrboro, Orange County, North Carolina. Through coordination with your consultant, Mr. Kevin Yates of The John R. McAdams Company, Inc., we are aware of a potential requirement by the Town of Carrboro to construct a road crossing within an area currently planned for development of the Ballentine Subdivision in Carrboro, Orange County, North Carolina. The crossing would be the third crossing for this development within 800 feet and would stub out after crossing Jonis Creek, a jurisdictional tributary to Bolin Creek in the Cape Fear River Basin. Based upon the information provided, the only purpose for this crossing is to meet the local ordinance in support of future development and is not safety related.

In order to utilize nationwide permits, the applicant is required to avoid and minimize impacts to jurisdictional waters of the United States subject to our regulatory authority pursuant to Section 404 of the Clean Water Act. Once an applicant has adequately demonstrated that they have avoided jurisdictional areas, they must document steps they have taken to further minimize impacts to waters of the U.S. Finally, an applicant may be required to provide compensatory mitigation for unavoidable jurisdictional impacts.

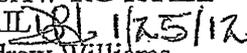
Accordingly, based upon the provided information, a request for impacts to the stream or adjacent wetlands for such a crossing may not meet the nationwide permit conditions. Therefore, such a proposal may require the submittal of a Department of the Army (DA) individual permit application.

While we have not received a permit request for a third road crossing related to this project and would not be able to provide comments regarding either the issuance or denial of a permit request, please be advised that similar permit requests for non-water dependent

- 2 -

projects that impact jurisdictional waters of the United States have not been reviewed favorably and historically have either been withdrawn by applicants, modified to eliminate the jurisdictional impacts, and in some cases have been denied.

Should you have any further questions regarding this project or the issue of constructing roads to meet local interconnectivity requirements, please do not hesitate to contact me at (919) 554-4884 ext. 26.

Sincerely,Filename:Ballentine Subdivision-
Stream Crossing- Carrboro-25 Jan 12(2).docx
CESAW-RG-R/AW/dh
CESAW-RG-R/FILE
MAIL  1/25/12
Andrew Williams
Regulatory Project Manager,
Raleigh Field Office



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

FILE COPY

June 21, 2012

Regulatory Division

Action ID: SAW-2008-00754

Patricia J. McGuire, AICP, CZO, CFM
Planning Director
Town of Carrboro
301 W. Main Street
Carrboro, North Carolina 27510

Dear Ms. McGuire:

Reference is made to the meeting on March 7, 2012, with you and other representatives with the Town of Carrboro and Mr. Craig Brown and me to discuss our regulatory program pursuant to Section 404 of the Clean Water Act with regard to road construction and residential/commercial development. Mr. Mike Braugh, Attorney for the Town of Carrboro; Ms. Trish McGuire, Planning Director; Mr. Jeff Brubaker, Transportation Planner; and Mr. Henry Wells, Town Engineer, were also present. Reference is also made to the attached letter dated January 25, 2012, to Mr. Jeremy Medlin, representing M/I Homes and Ballentine Subdivision, addressing the proposed road crossing of Jonis Creek, a tributary to Bolin Creek, in the Cape Fear River Basin.

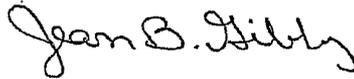
Specifically, the purpose of the meeting was to discuss Department of the Army (DA) permitting and how it pertains to road infrastructure planning and development. In the meeting, we advised you that in order to utilize nationwide permits, the applicant is required to avoid and minimize impacts to jurisdictional waters of the United States subject to our regulatory authority. Once an applicant has adequately demonstrated that they have avoided jurisdictional areas, they must document steps they have taken to further minimize impacts to waters of the U.S. Finally, an applicant may be required to provide compensatory mitigation for unavoidable jurisdictional impacts. Please realize that an applicant can still pursue DA individual permitting; however, they would likely experience similar permitting issues in documenting avoidance and minimization.

During the meeting, we also discussed road infrastructure development by municipalities. We mentioned that municipalities can often justify the road's construction based upon traffic data and purpose and need of the project; whereas, developers contribute only to a portion of the traffic volume and have difficulty justifying road construction based upon the purpose and need. Accordingly, you were advised that the Town of Carrboro is eligible to apply for DA permitting to extend Lake Hogan Road north to access a proposed municipal park. Eligibility for DA permitting will be based upon the extent of jurisdictional impacts. If project impacts do not exceed 300 linear feet of jurisdictional stream channel and/or 0.5 acre of jurisdictional wetlands, then the project may be eligible for authorization through nationwide permits. Should the impacts exceed those mentioned above, the project would require DA individual permit authorization. In addition, please be reminded that similar to Ballentine subdivision, a road which services only a subdivision, park, and/or residential/commercial development, will likely

be evaluated with the impacts associated with the project. Finally, should it be determined that a road can be built and have independent utility, such as a thoroughfare road, the road may qualify for authorization separately.

Should you have any further questions regarding this project or the issue of constructing roads to meet local interconnectivity requirements, please do not hesitate to contact me at (919) 554-4884 ext. 26.

Sincerely,



Jean B. Gibby
Chief, Raleigh Regulatory Field Office

Attachment

Copies Furnished (with attachment):

Mr. Jeff Kleaveland
Town of Carrboro Planning Department
301 West Main Street
Carrboro, North Carolina 27510

**ORANGE COUNTY BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

JOINT MEETING AGENDA ITEM ABSTRACT

Meeting Date: October 11, 2012

Action Agenda

Item No. 2

SUBJECT: Economic Development

DEPARTMENT: County Economic
Development

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Summary of Joint Economic Development Activities: October 2011 – October 2012 - Orange County & Town of Carrboro
2. Site Map & Photographs for Properties along N.C. 54 Between Hatch Road & Carrie Road

INFORMATION CONTACT:

Steve Brantley, County Economic Development, 919-245-2326

PURPOSE: To receive a brief summary of recent economic development activities and opportunities for collaborative efforts between the Orange County Economic Development and Carrboro Economic Development departments.

BACKGROUND:

a) General Discussion

The Economic Development staff from Orange County and the Town of Carrboro have worked together on a variety of projects over the past twelve months, including joint promotion of the arts, tourism, agriculture, and infrastructure improvements intended to attract and retain downtown businesses. Attachment 1 entitled "*Summary of Joint Economic Development Activities: Oct. 2011 – Oct. 2012, Orange County & Town of Carrboro*", provides a detailed description of accomplishments.

b) Public Water and Sewer for Business Development on NC Highway 54

The Town of Carrboro has proposed County participation concerning the review of four (4) adjacent business properties located within the Carrboro extra-territorial jurisdiction (ETJ) along NC 54 West (610, 616, 626 and 630 NC Highway 54 West), to determine if it is feasible to redevelop these sites for future potential tenants by extending a municipal water line and thereby enabling those sites and buildings to meet Carrboro's requirement that new businesses in that location have fire suppression sprinklers. Sewer line extension is not being proposed by Carrboro at this time. The lack of water and fire sprinklers at these locations is a disincentive for prospective businesses that might consider locating here.

Attachment 2, "Site Maps & Photographs for Properties along N.C.54 between Hatch Road & Carrie Road" shows the location of these properties. The site is approximately 1 ½ miles west of the N.C. 54 and Fayetteville Road intersection near MacDougle Middle School.

Carrboro has also asked if funding to extend water to these locations can come from the recently enacted one-quarter (¼) cent sales tax proceeds to support economic development, although specific cost estimates for utility extensions to the sites are not known at this time.

The current Carrboro zoning classification for the properties along NC 54 West is designated as "WM3", which currently allows for commercial and light manufacturing. The properties are in Carrboro's ETJ, and the middle property, a warehouse located at #616, is also inside Carrboro's town limits. Property # 626 and #630, which includes a concrete pad and adjacent land available for development, was previously the location of the Saffelle, Inc. janitorial cleaning supplies firm, which burned in a fire in 2004. (Saffelle has since relocated to Hillsborough). Property #616 is adjacent, and includes a 22,000 square foot warehouse/light assembly facility that was constructed in 1980. Finally, Property #610 is a smaller warehouse/light assembly building.

These properties currently have well and septic service and have never before been served by Orange Water & Sewer Authority (OWASA), although OWASA water and sewer lines run adjacent along NC 54. In addition, OWASA reports that these properties at 610, 616, 626 and 630 NC 54 West are all located within the University Lake watershed, and that OWASA's current utility extension policy "will not permit the extension of water and sewer facilities and services under its control, or connections thereto in the University Lake watershed, except on a site by site basis".

In a teleconference with County and Town economic development staff on October 1, 2012, OWASA Director of Engineering & Planning Mason Crum recommended that Carrboro's engineer should determine what would be required in order to provide the necessary (a) pressure and (b) volume of water flow to yield acceptable sprinkler fire suppression, due to uncertainty about the existing water line's pressure along NC 54 to support sprinklers. Once the additional information on fire suppression requirements is determined, an estimate of the cost to provide water to these parcels can be provided. Also, Mr. Crum shared that if the Orange County Board of Commissioners and Town of Carrboro Aldermen desire to pursue water infrastructure to these sites, given OWASA's existing policy to limit water/sewer lines or connections in the University Lake watershed, he would present the matter to the OWASA Board of Directors for consideration.

FINANCIAL IMPACT: There is no financial impact associated with discussing this item.

RECOMMENDATION(S): The County Manager recommends that the two governing Boards receive and discuss the information on 1) collaboration opportunities between economic development entities, and 2) the water and sewer issues along Highway 54 West, and provide feedback as needed. Detailed analysis would be required to determine the potential development opportunities along this section of Highway 54 if utilities were extended and land use considerations needed to support such decisions.

ATTACHMENT 1

**SUMMARY OF JOINT ECONOMIC DEVELOPMENT ACTIVITIES: OCTOBER 2011 – OCTOBER 2012
ORANGE COUNTY & TOWN OF CARRBORO**

Prepared by Orange County Economic Development
October 1, 2012

INFRASTRUCTURE SUPPORT FOR BUSINESS RETENTION**Interlocal Agreement to Fund Repair of the Main Street Sewer Line:**

On June 25, 2012 the North Carolina Department of Commerce responded to a Community Development Block Grant (CDBG) application by awarding Carrboro a \$171,700 CDBG grant to fund necessary repairs to the Town's failing Main Street sewer line. As this privately owned sewer line is failing, it jeopardizes the various downtown businesses and employees that could be impacted in the event of a shutdown. Earlier in the year, Orange County Economic Development assisted the Town with the CDBG grant application process, and the Orange County Board of County Commissioners authorized a Memorandum of Understanding proposing a 50/50 co-share of the local match requirement. The CDBG grant award is expected to cover 70% of the estimated costs of repair to the sewer line, with Carrboro and the County each agreeing to provide one-half of the funding for the remaining 30% local match of the estimated costs of repair.

The County shall reimburse the Town after construction of the sewer line has been completed, and the work has been approved by OWASA. The County's share of the estimated costs of repair shall not exceed \$40,000 and will be paid out of the quarter cent sales tax proceeds for FY 2012-13. Carrboro is responsible for the construction of the sewer line including, but not limited to the engineering, bidding, permitting, construction supervision, and for the providing the necessary connections to the businesses served by the Main Street sewer line. The County agrees to cooperate with the Town, as requested, to secure the necessary permits and approvals to complete the repairs.

MARKETING SUPPORT**Marketing & Sponsorship – Joint Support:**

The Orange County Economic Development office has participated in both direct sponsorship (banners) and marketing support (Carrboro Citizen Newspaper ad) for two recent Carrboro cultural events, as follows:

- Carrboro Music Festival
- Carrboro Film Festival

AGRICULTURAL ECONOMIC DEVELOPMENT

Agricultural Economic Development – Examples of Joint Promotion:

Carrboro & Orange County have several agricultural connections tied to the Carrboro Farmers Market, and other local agricultural activities. Orange County Economic Development's agricultural specialist, Noah Ranells, reports the following examples:

- Three (3) Carrboro-based businesses - **Cates Corner Farm, Heels Farm, and Box Turtle Bakery** - have completed an agricultural study program at the "PLANT (People Learning Agriculture Now for Tomorrow) Breeze Farm Enterprise Incubator" in the northern part of Orange County, and now sell locally grown Orange County produce at the Carrboro Farmers Market.
- Five (5) instructor groups at the "PLANT @ Breeze Farm Enterprise Incubator" - Maple Spring Gardens, Peregrine Farm, Perrywinkle Farm, Sunset Farms, and Wild Hare Farm - sell their locally grown farm produce at the **Carrboro Farmers Market**.
- Weaver Street Market has previously contributed \$5,000 for needed equipment purchases for the "PLANT @ Breeze Farm Enterprise Incubator".
- The **Piedmont Food & Agricultural Food Processing Center (PFAP)**, which has now transitioned from a County entity into a non-profit, continues to host a number of Carrboro residents and firms that use PFAP to develop their food processing techniques. PFAP has many clients and applicants with direct Carrboro ties. PFAP facility Matthew Roybal reports the following client activity that is working in or from Carrboro:

Carrboro-based operations at PFAP - Applicants & Clients:

- Client businesses based in Carrboro – 1
- Applicants in process from Carrboro – 4
- Operate regularly in Carrboro – 3
- Sell product to Carrboro businesses – 8
- Actively looking for or considering a Carrboro location – 3
- Have employees from Carrboro – 5

Key Clients:

- **Tempeh Girl**
Makes tempeh from tofu, soon with North Carolina grown soybeans; based in Carrboro ; all 3 staff live in Carrboro; sells to several Carrboro firms such as The Spotted Dog, Johnny's, etc.
- **Tar Heel Creamery**
Makes gourmet ice cream; operates in Carrboro 2 to 4 days a week; looking for a physical location in Carrboro; sells product to Carrboro businesses
- **Baguettaboutit food truck**
Runs a food truck featuring local ingredients; operates in Carrboro regularly; one of three owners lives in Carrboro; several of their staff live in Carrboro
- **Capp's Apizza**
Makes wood-fired Neapolitan pizza; featured at the Carrboro music festival; looking for a physical location

- **Vintage Bee**
Has bought honey from at least one Carrboro apiary; sells to several Carrboro businesses such as Weaver Street Market, Johnny's, etc.

The following Orange County companies work with several Carrboro businesses to sell their products:

- **YAWP** – Makes an all-natural, no sugar added, snack bar
- **Nello's Italy** – Makes a traditional slow-cooked Italian pasta sauce
- **Luna Pops** – Makes hand-made artisan popsicles using local ingredients whenever possible
- **Boxcarr Farms** – Has catered in Carrboro using local farm-sourced ingredients

THE ARTS IN ECONOMIC DEVELOPMENT

Joint Promotion of the Arts in Economic Development:

Over the past 12 months, the Orange County Arts Commission (OCAC), with Martha Shannon, as Director, has promoted various initiatives between the County and Carrboro that have favorably contributed to joint economic development:

1. Awarding of Arts Grants (funded in 2 grant cycles per year)

Fall, 2011 Grants to Carrboro Nonprofits & Artists (paid with Orange County funds):

- **ArtsCenter**, \$3,900 (5-Day Residency at Central Elementary via ArtsCenter's Focus School Program; ArtsCenter Stage Radio Theatre; ArtsCenter's AfterSchool Arts Immersion Program Scholarships)
- **Friends of the Carrboro Branch Library**, \$1,500 (Ongoing Arts Program Supporting Local Artists & Culturally Diverse Community Groups)
- **WCOM-FM**, \$1,500 (Upgrade of Production Studio)
- **Susan Simone**, \$1,000 (Trailer Tales: The Mobile Home Story in Orange County, NC (Photo & Oral History Documentary)
- **Sean Wellington**, \$1000 (The OC Hope Project)

Spring, 2012 Grants to Carrboro Nonprofits (paid with State of NC funds):

- **ArtsCenter**, \$3,000 (Eleventh Annual "10 By 10 in the Triangle" Theatre Festival; Teaching Artist Fees for 7 Residencies at Central Elementary School)
- **Chapel Hill Carrboro Public School Foundation**, \$1,240 ("Spoken Word Poetry Project" at Phoenix Academy – alternative high school)
- **Orange County Artists Guild**, \$1,500 (To pay artist to design and develop Studio Tour brochure)
- **Town of Carrboro Recreation & Parks Dept.**, \$1,500 (Carrboro Music Festival)

TOTAL DIRECT GRANT FUNDS MADE TO CARRBORO NONPROFITS & ARTISTS OVER THE PREVIOUS 12-MONTH PERIOD = \$ 16,140

- Other grants made during this 12-month period indirectly benefitted Carrboro children, students, and citizens, although not paid directly to a Carrboro nonprofit. Examples include: \$1,500 to the NC Symphony, \$1,500 to Kidzu Children's Museum, \$3,000 to FRANK Gallery, \$2,500 to Deep Dish Theater Company, \$1,500 to Preservation Society of Chapel Hill, \$1,500 to Women's Voices Chorus, \$1,500 to Historical Foundation of Hillsborough and Orange County, \$1,500 to Emerging Artists Program of Durham Arts Council, \$1,350 to Piedmont Laureate Program of United Arts, etc.)

TOTAL INDIRECT GRANT FUNDS BENEFITTING CARRBORO CITIZENS OVER THE PREVIOUS 12-MONTH PERIOD = \$15,850

2. Both the Orange County Arts Commission and the County's CHOCVB Visitors Bureau assist Carrboro by helping to promote their events via the ExploreChapelHillARTS.com (\$1,800/annual) and ExploreChapelHill.com (\$3,000/annual) web sites via the EverWondr online events calendar.
3. The Arts Commission's quarterly Artists' Salon series takes place in the West End Theatre at The ArtsCenter in Carrboro. Artists' Salons offer free professional development for local artists. Salon topics over the past 12 months have been:
 - Emergency Preparedness for Artists (with Eddie Bernard - August 24, 2012)
 - Make Tourism Work for You: Art + Tourism (with Laurie Paolicelli - May 18, 2012)
 - Shoebox Accounting (with Alex Lehmann, CPA - February 3, 2012)
 - Exploring Resources, Leveraging Assets, Crafting Your Path (with John Parker – Nov. 18, 2011)
4. The current Arts & Economic Prosperity IV Study outlines many positive benefits to the local economies of Orange County and the Town of Carrboro, to include:
 - The study found that the nonprofit arts industry throughout Orange County generates \$85.4 million annually in economic activity and supports 3,352 jobs, and, that the nonprofit arts industry annually returns \$3.5 million in local and \$4.5 million in state government revenue.
 - The study collected extensive survey data from more than 9,721 arts organizations and 151,802 audience attendees nationwide, and from 96 local arts organizations and 1,259 local attendees; and showed how the arts substantially contributed to the local economy.
 - The Arts & Economic Prosperity IV study found that the nonprofit arts industry generates \$135.2 billion annually in economic activity and supports 4.1 million jobs – from large urban to small rural communities, and that the nonprofit arts industry annually returns \$9.59 billion in federal income taxes, \$6.67 billion in state government revenue, and \$6.07 billion in local government revenue.

TOURISM & ECONOMIC DEVELOPMENT

Joint Tourism Activities:

Orange County's Visitors Bureau, led by Laurie Paolicelli, engages with Carrboro in a variety of mutual tourism promotional ties that directly benefits the Town's restaurants, art galleries, shops, clubs and residents. For example, through the combined efforts of the Orange County Visitors Bureau and the Carrboro's Parks and Recreation Department, specific cultural events are advertised, arranged and marketed. Examples of joint cooperation include the film and music festivals, ArtCenter events, the Weave, Carrboro Farmers Market, and the Carrboro Citizen newspaper.

Sponsor

- Sponsor, Carrboro Film Festival \$1,500
- Sponsor, Carrboro Music Festival \$1,500
- Sponsor, Carrboro Visitors Guide \$500
(ad placed in Carrboro Citizen newspaper)
- Sponsor, Carrboro Day \$500
(ad placed in Carrboro Citizen newspaper)
- Sponsor, Our State, Indy, Chapel Hill Weekly \$3,000

Producer

- Producer, facility charts for Hampton Hotel in Carrboro \$300.00
- Made ads for Hampton Hotel in 2013 Meeting Planning Guide \$250.00

Creator

- Creator of Carrboro Photo Image Bank (245 photos) \$3,000.00
- Creator of Carrboro video Bank (new images shot) \$1,000.00

Promoter of Carrboro events via:

- Southern Living magazine
- Our State magazine

Marketing

- Carrboro galleries, ArtsCenter, Cat's Cradle featured in ads \$1,500.00
- Facebook promotions weekly \$300.00
- Carrboro promoted throughout annual 15-page Visitors Guide \$5,000.00
- Carrboro referrals daily to restaurants via walk-in Visitors Center
- Carrboro promoted extensively in new website, launching October 8th

Hospitality

VIP gift bags were provided to:

- Carrboro Film Festival Attendees \$500.00
- DSI Comedy Festival Attendees \$500.00

Direct Leads and Sales – Carrboro Businesses

In addition to direct marketing benefits, the Orange County Visitors Bureau entertains meeting planners, travel writers and motor coach operators at several Carrboro locations, to include Acme, Spotted Dog, and The Weave, Elmo's, Glass Half Full and others. The Bureau regularly pitches Open Eye Café, Tango lessons and related activity in all of its media pitches. The Visitors Bureau uses Neal's Deli for catering. The Bureau has commissioned author Daniel Wallace (Big Fish) to write a story about Carrboro that is still being published. The Bureau commissioned artist, Elaine O'Neil to create textile art on the Century Center, Spotted Dog and Tom Robinson's Fish Market, which use as art and as gift cards. The Bureau commissioned a Children's Book in 2007 and worked with Mayor Mark Chilton to promote the story on a little girl coming to Carrboro. The book sold out quickly.



**North Carolina
Department of Commerce
Community Investment and Assistance**

**Beverly Eaves Perdue, Governor
J. Keith Crisco, Secretary**

**Henry C. McKoy, Assistant Secretary
Vickie L. Miller, Director**

June 25, 2012

The Honorable Mark Chilton, Mayor
Town of Carrboro
301 W. Main Street
Carrboro, NC 27510

Dear Mayor Chilton:

It is my pleasure to notify you officially that the Town of Carrboro has been awarded a \$171,700 Community Development Block Grant (CDBG) of 2011 Small Business and Entrepreneurial Assistance funds. We are happy to support small business expansion and entrepreneurial advancement efforts for the citizens in your community.

A staff member of Community Investment and Assistance (CI), which administers the CDBG Program, will contact you about certain grant conditions that must be met before funds may be obligated. We look forward to working with you and other officials.

If you have any questions regarding this grant, please contact Vickie L. Miller, Director, Community Investment and Assistance, at (919) 571-4900.

Sincerely,

A handwritten signature in black ink, appearing to read "H.C. McKoy".

Henry C. McKoy

CC: J. Keith Crisco
Dale Carroll
Annette Stone
Vickie Miller

**MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY, NORTH
CAROLINA AND THE TOWN OF CARRBORO, NORTH CAROLINA**

**For
REPAIRS TO THE MAIN STREET SEWERLINE**

This Memorandum of Agreement ("Agreement") is hereby made and entered into this the _____ day of _____, 2012, by and between ORANGE COUNTY, hereinafter referred to as ("County"), and the TOWN OF CARRBORO, hereinafter referred to as ("Town") pursuant to N.C. Gen. Statute 160A-460 et seq., 158-7.1 and other applicable laws.

WHEREAS, County and Town desire to support local businesses and to further economic development within Orange County and within the Town of Carrboro; and

WHEREAS, County and Town desire to repair and upgrade the sewerline serving the businesses located on East Main Street, Carrboro, North Carolina (hereinafter referred to as the "Main Street Sewerline"); and

WHEREAS, the Town has received a the Community Development Block Grant awarded by the North Carolina Department of Commerce to fund the repairs to the Main Street Sewerline; and

WHEREAS, the parties desire to enter into this Agreement to supplement the grant and providing additional funding necessary for completing the construction and repairs to the Main Street Sewerline;

NOW THEREFORE, the following Agreement is hereby entered into by the County and the Town.

1. Funding. The North Carolina Department of Commerce has awarded the Town a Community Development Block Grant (hereinafter the "Grant") in the amount One Hundred and Seventy One Thousand and Seven Hundred Dollars (\$171,700) to fund the repairs to the Main Street Sewerline. The Grant is expected to cover 70% of the estimated costs of repair to the Main Street Sewerline. Town and the County shall each provide one-half of the funding for the remaining 30% of the estimated costs of repair. County shall reimburse the Town after construction of the sewerline has been completed and the work has been approved by the Orange Water and Sewer Authority (OWASA). County's share of the estimated costs of repair shall not exceed Forty Thousand Dollars (\$40,000) and shall be paid out of the quarter cent sales tax proceeds for FY 2012-13.
2. Construction and Repairs. Town shall be responsible for the construction of the sewerline including but not limited to the engineering, bidding, permitting, construction supervision, and for the providing the necessary connections to the businesses served by the Main Street Sewerline. The County agrees to cooperate with the Town, as requested to secure the necessary permits and approvals to complete the repairs. All repairs shall be constructed to the applicable state and local engineering standards.

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

Town of Carrboro Finance Director Date

The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in Orange County, NC (Fiscal Year 2010)

Direct Economic Activity	Arts and Culture Organizations	+	Arts and Culture Audiences	=	Total Industry Expenditures
Total Industry Expenditures	\$63,902,675		\$21,503,700		\$85,406,375

Spending by Arts and Culture Organizations and Their Audiences Supports Jobs and Generates Government Revenue

Total Economic Impact of Expenditures (Direct & Indirect Impacts Combined)	Economic Impact of Organizations	+	Economic Impact of Audiences	=	Total Economic Impact
Full-Time Equivalent (FTE) Jobs Supported	2,709		643		3,352
Household Income Paid to Residents	\$55,612,000		\$12,823,000		\$68,435,000
Revenue Generated to <u>Local</u> Government	\$2,222,000		\$1,282,000		\$3,504,000
Revenue Generated to <u>State</u> Government	\$3,229,000		\$1,308,000		\$4,537,000

Event-Related Spending by Arts and Culture Audiences Totaled \$21.5 million (excluding the cost of admission)

Attendance to Arts and Culture Events	Resident* Attendees	+	Non-Resident* Attendees	=	All Cultural Audiences
Total Attendance to Arts and Culture Events	771,968		692,866		1,464,834
Percentage of Total Attendance	52.7%		47.3%		100%
Average Event-Related Spending Per Person	\$10.65		\$19.17		\$14.68
Total Event-Related Expenditures	\$8,221,459		\$13,282,241		\$21,503,700

Nonprofit Arts and Culture Event Attendees Spend an Average of \$14.68 Per Person (excluding the cost of admission)

Category of Event-Related Expenditure	Resident* Attendees	Non-Resident* Attendees	All Cultural Audiences
Meals and Refreshments	\$7.20	\$10.75	\$8.88
Souvenirs and Gifts	\$1.34	\$1.54	\$1.43
Ground Transportation	\$0.75	\$2.41	\$1.53
Overnight Lodging (one night only)	\$0.13	\$2.91	\$1.45
Other/Miscellaneous	\$1.23	\$1.56	\$1.39
Average Event-Related Spending Per Person	\$10.65	\$19.17	\$14.68

* For the purpose of this study, residents are attendees who live within Orange County; non-residents live outside that area.

Source: *Arts & Economic Prosperity IV: The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in Orange County*. For more information about this study or about other cultural initiatives in Orange County, visit the Orange County Arts Commission's web site at www.ArtsOrange.org.

Copyright 2012 by Americans for the Arts (www.AmericansForTheArts.org).

About This Study

The *Arts & Economic Prosperity II* study was conducted by Americans for the Arts to document the economic impact of the nonprofit arts and culture industry in 182 communities and regions (139 cities and counties, 31 multi-city or multi-county regions, and ten states, and two individual arts districts)—representing all 50 U.S. states and the District of Columbia. The diverse communities range in population (1,600 to more than 3 million) and type (rural to urban). The project economists, from the Georgia Institute of Technology, customized input-output analysis models for each participating study region to provide specific and reliable economic impact data about their nonprofit arts and culture industry—specifically (1) full-time equivalent jobs, (2) household income, and (3) local and (4) state government revenue.

Surveys of Nonprofit Arts and Culture ORGANIZATIONS

Each of the 182 study regions attempted to identify its comprehensive universe of nonprofit arts and culture organizations using the Urban Institute's National Taxonomy of Exempt Entity (NTEE) coding system, a definitive classification system for nonprofit organizations recognized as tax exempt by the Internal Revenue Code. In addition, the study partners were encouraged to include other types of eligible organizations if they play a substantial role in the cultural life of the community or if their primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and media arts. These include government-owned or government-operated cultural facilities and institutions, municipal arts agencies and councils, private community arts organizations, unincorporated arts groups, living collections (such as zoos, aquariums, and botanical gardens), university presenters, and arts programs that are embedded under the umbrella of a non-arts organization or facility (such as a community center or church). In short, if it displays the characteristics of a nonprofit arts and culture organization, it is included. *For-profit businesses (e.g., Broadway and motion picture theaters) and individual artists were excluded from this study.*

Nationally, detailed information was collected from 9,721 eligible organizations about their fiscal year 2010 expenditures in more than 40 expenditure categories (e.g., labor, local and non-local artists, operations, materials, facilities, and asset acquisition), as well as about their event attendance. Response rates for the 182 communities averaged 43.2 percent and ranged from 5.3 percent to 100 percent. It is important to note that each study region's results are based solely on the actual survey data collected. No estimates have been made to account for non-respondents. Therefore, the less-than-100 percent response rates suggest an understatement of the economic impact findings in most of the individual study regions.

In Orange County, 96 of the approximately 140 total eligible nonprofit arts and culture organizations identified by the Orange County Arts Commission participated in this study—an overall participation rate of 69 percent. The organizations that participated are listed below:

Aekland Art Museum; American Indian Center at UNC Chapel Hill; American School of Asian Culture; Archipelago Theatre; Ayr Mount - Poet's Walk - Historic Occaneechee; C.W. Stanford Middle School PTA; Cane Creek Cloggers; Carrboro Film Festival; Carrboro Music Festival; Cedar Ridge High School Band Boosters; Center for the Study of the American South; Chamber Orchestra of the Triangle; Chapel Hill Community Chorus; Chapel Hill Downtown Partnership; Chapel Hill High Band Boosters Club; Chapel Hill High School Philharmonic Foundation; Chapel Hill Museum; Chapel Hill Preservation Society; Chapel Hill Public & Cultural Arts Office; Chapel Hill Public Library; Chapel Hill Public Library Foundation; Chapel Hill/Orange County Visitors Bureau; Chapel Hill-Carrboro Public School Foundation; Chinese School at Chapel Hill; Cleft Hangers; Corda Foundation; Daily Tar Heel Publishing; Deep Dish Theater Company; Effland-Checks Elementary School PTA; El Centro Latino; Eno Publishers; Ephesus Road Elementary School PTA; Estes Hills Elementary School PTA; Foonotes Tap Ensemble; FRANK Gallery; Frank Porter Graham Elementary School PTA; Friends of the Carrboro Branch Library; Friends of the Chapel Hill Public Library; Friends of the Orange County Public Library; Gladys A. Brown Elementary School PTA; Hanes Art Center at the University of North Carolina; Hidden Voices; Hillsborough Arts Council; Historians of Islamic Art Association; Historical Foundation of Hillsborough and Orange County; Kidzu Children's Museum; Long Leaf Opera; McDougle Elementary School PTA; Mi Escuelita; Morzhed Planetarium and Science Center; Morris Grove Elementary School PTA; Music Maker Relief Foundation; North Carolina Arts in Action; North Carolina Youth Tap Ensemble; North Carolina Society; Occaneechee Band of the Sapori Nation; Orange Charter School PTA; Orange County Artists Guild; Orange County Arts Commission; Orange County Literacy Council; Orange County Schools; Paul Green Foundation; PlayMakers Repertory Company; Robert and Pearl Seymour Center; Shared Visions Foundation (Murphy School); Sonya Haynes Stone Black Cultural Center; Southeastern College Art Conference; The ArtsCenter; The Carolina Quarterly; The John Brown Quartet; The People's Channel; The Sun Publishing Company; The Women's Center; Transactors Improv Company; Triangle Country Dancers (Country Dance and Song Society); Triangle Weavers, Inc.; Triangle Youth Ballet; Tyehe Foundation; UNC Arts and Sciences Foundation; UNC Chapel Hill Global Relations; UNC CHAT Festival; UNC Dmice Marathon; UNC Health Care Door to Door Program; UNC School of Journalism and Mass Communication Foundation; UNC Student Television; UNC-Carolina Performing Arts; UNC-Chapel Hill Carolina Union; UNC-Chapel Hill Southern Folklife Collection; University of North Carolina Press; Voices Together; WCOM Community Radio; West End Poetry Festival; William R. Kenan Jr. Fund for Arts; Women's Voices Chorus; WUNC Radio; and Yackety Yak Publishing.

Surveys of Nonprofit Arts and Culture AUDIENCES

Audience-intercept surveying, a common and accepted research method, was conducted in all 182 of the study regions to measure event-related spending by nonprofit arts and culture audiences. Patrons were asked to complete a short survey while attending an event. Nationally, a total of 151,802 valid and usable attendees completed the survey for an average of 834 surveys per study region. The randomly selected respondents provided itemized expenditure data on attendance-related activities such as meals, souvenirs, transportation, and lodging. Data were collected throughout 2011 (to guard against seasonal spikes or drop-offs in attendance) as well as at a broad range of both paid and free events (a night at the opera will typically yield more spending than a weekend children's theater production or a free community music festival, for example). The survey respondents provided information about the entire party with whom they were attending the event. With an overall average travel party size of 2.69 people, these data actually represent the spending patterns of more than 408,000 attendees, significantly increasing the reliability of the data.

In Orange County, a total of 1,259 valid and usable audience-intercept surveys were collected from attendees to nonprofit arts and culture performances, events, and exhibitions during 2011.

Studying Economic Impact Using Input-Output Analysis

To derive the most reliable economic impact data, input-output analysis is used to measure the impact of expenditures by nonprofit arts and culture organizations and their audiences. This is a highly regarded type of economic analysis that has been the basis for two Nobel Prizes. The models are systems of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. They trace how many times a dollar is re-spent within the local economy before it leaks out, and it quantifies the economic impact of each round of spending. This form of economic analysis is well suited for this study because it can be customized specifically to each study region. To complete the analysis for Orange County, project economists customized an input-output model based on the local dollar flow between 533 finely detailed industries within the economy of Orange County. This was accomplished by using detailed data on employment, incomes, and government revenues provided by the U.S. Department of Commerce (County Business Patterns, the Regional Economic Information System, and the Survey of State and Local Finance), local tax data (sales taxes, property taxes, and miscellaneous local option taxes), as well as the survey data from the responding nonprofit arts and culture organizations and their audiences.

CHAPEL HILL

HILLSBOROUGH & CARRBORO

September 24, 2012

To: Steve Brantley, Economic Development Director
From: Laurie Paolicelli, Director, Visitors' Bureau
Re: Carrboro and the Orange County Visitors Bureau

Steve:

The Visitors Bureau's success exists, in part, because of Carrboro's appeal to travelers. Regardless of whether Carrboro has a hotel, it will always be a significant appeal and lure of travelers to the Piedmont.

Several years ago we conducted a national travel survey to learn why travelers from across the U.S. visit Orange County and why they come back (we have an extremely high repeat travel rate). Namely it was the University, followed by visiting friends and family, sports—both collegiate and high school and amateur—and reasons we refer to as SMERF. (Social, Military, Entertainment, Religious and Fraternal). Those are the weddings and church and family reunions and gatherings of associations.

In terms of why people love the area, loafability, the gift to be oneself and a funky college vibe were descriptors used often.

Carrboro epitomizes our funky collegiate vibe. Carrboro has that loafability one usually finds in open spaces, such as The Weave.

Our Bureau works with Carrboro daily. Whether it's with their economic development office, parks and recreation director, film festival organizers, music festival organizers, Carrboro Citizen, the Weave, ArtsCenter, Farmer's Markets, clubs or special events.

Carrboro is interwoven in everything we do; whether we call it Orange County, greater Chapel Hill or the Edge of the Triangle. Whether we directly support Carrboro specific festivals through their Parks and Recreation Department that bring in visitors; or commission a published Author to write a feature story on Carrboro. We consider ourselves a direct, external marketing arm for Carrboro.

Carrboro restaurants, nightclubs, galleries and shops are the direct recipients of our efforts.

Attached is a list of projects we've partnered with Carrboro on just recently; or taken the lead on, and a monetary value that's easy for us to ascribe to these efforts.

Thank you.

Chapel Hill/Orange County Visitors Bureau
www.visitchapelhill.org

501 W. Franklin Street, Chapel Hill, NC 27516
(919) 968-2060

EXPLORE 2ND FRIDAY ARTWALKS

On the second Friday of the month, artists from across the Triangle gather to display their work in downtown Hillsborough. The artwalks are a great way to see local talent and support the arts community.



EXPLORE FESTIFALL OCTOBER 7

This year will celebrate the 40th Annual Festival. The event features a variety of activities, including live music, food, and art. It's a great way to spend the day in downtown Hillsborough.



HILLSBOROUGH'S FRESH ROOTS FESTIVAL OCTOBER 20

The Downtown Hillsborough's Fresh Roots Festival is a day-long celebration of food, music, and fun. It features a Handmade Parade starting at 2 pm, followed by a parade with the Fresh Roots Feast and a Farm-to-Fork dinner at The Depot at Hillsborough Station.



EVENTS ON THE EDGE OF THE TRIANGLE

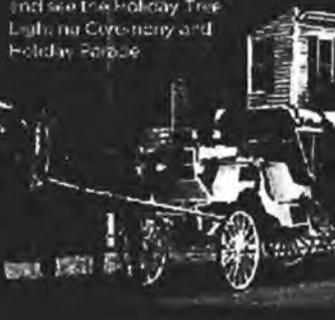
TUNE INTO THE CARRBORO FILM FESTIVAL NOVEMBER 18

From 1-7 pm at the Carrboro Century Center, the festival features a variety of films and live music. It's a great way to spend the day in downtown Carrboro.



HILLSBOROUGH CANDLELIGHT HOME TOUR DEC. 2, NOON-6 PM

A holiday-themed tour of historic, privately owned homes, historic churches and businesses. Also enjoy a horse-drawn carriage ride through downtown for a nominal fee, and see the Holiday Tree Lighting Ceremony and Holiday Parade.



NC COMEDY FESTIVAL ALL FEBRUARY

The NC Comedy Festival is a month-long event during February. It features a variety of comedy acts and live music. It's a great way to spend the day in downtown Hillsborough.

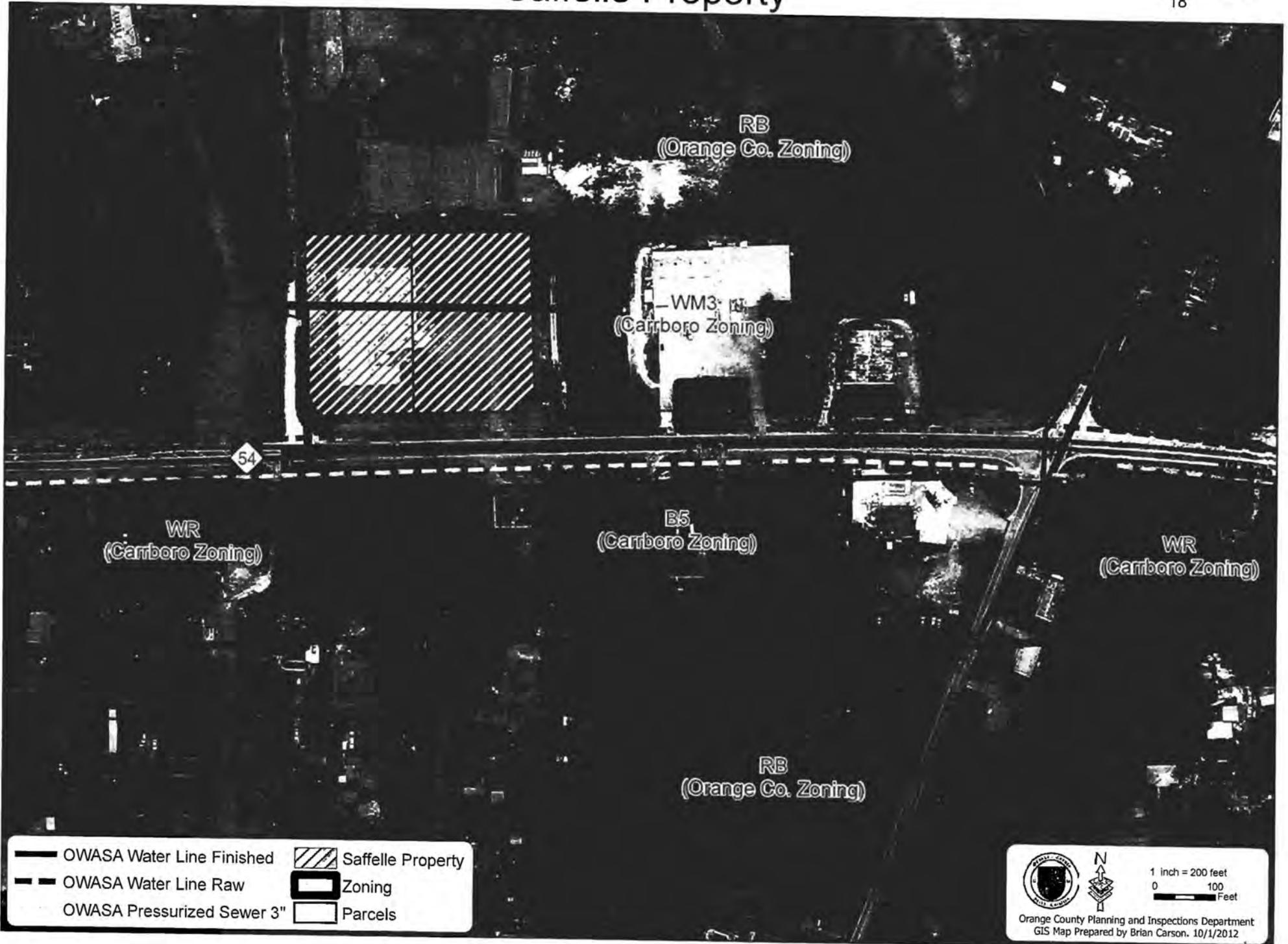


VISITCHAPELHILL.ORG
888.968.2060

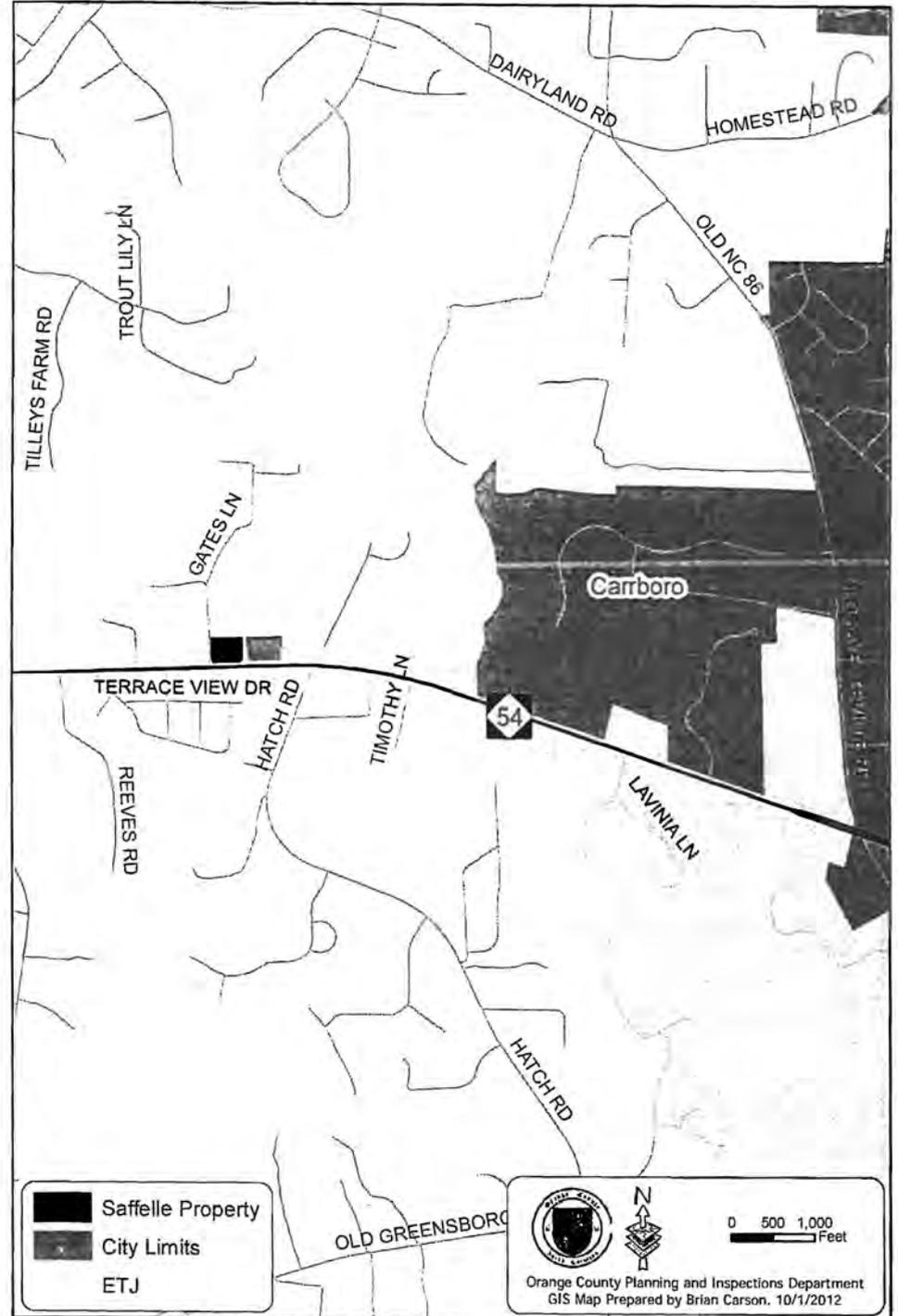
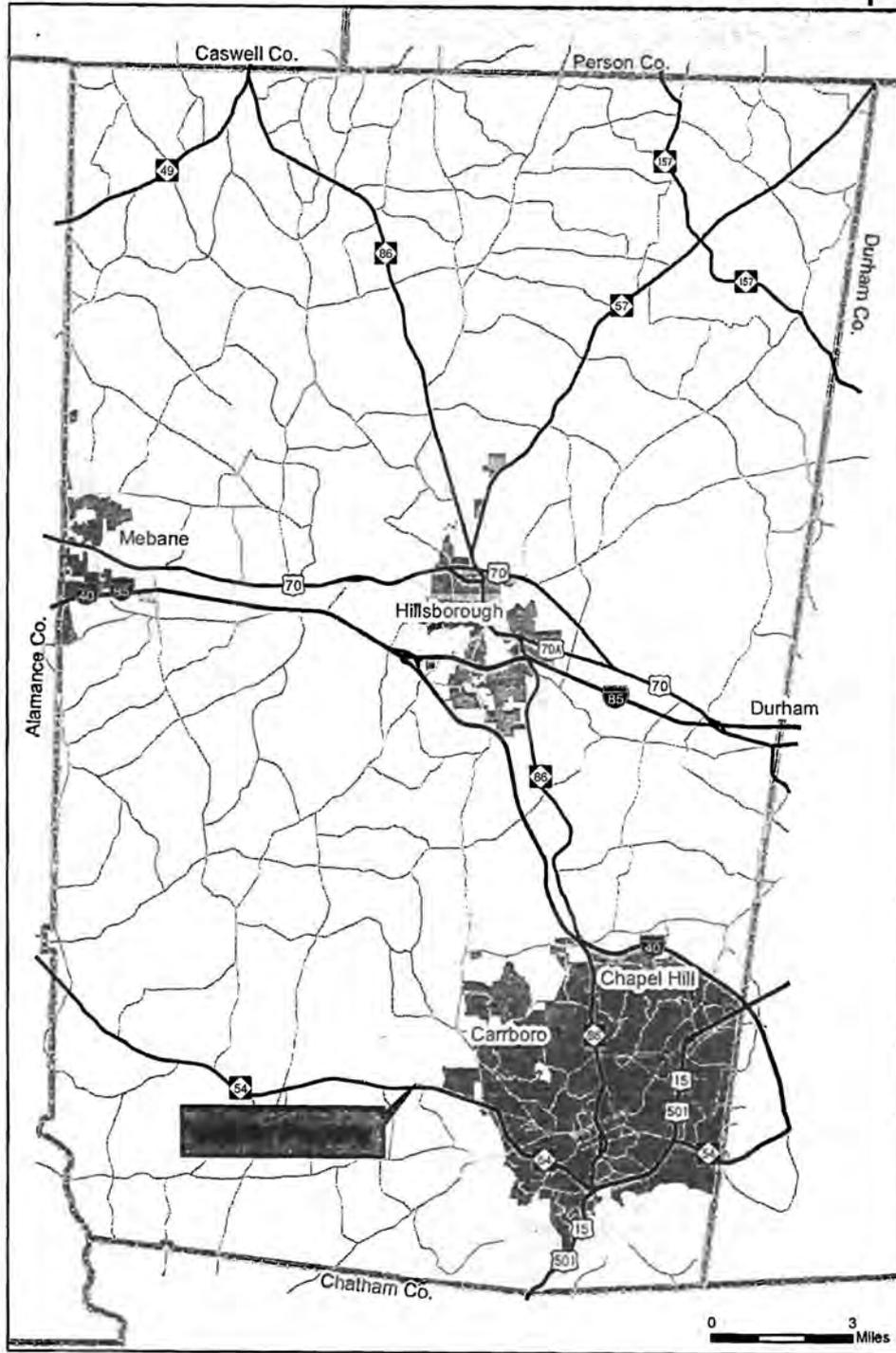
CHAPEL HILL

HILLSBOROUGH & CARRBORO

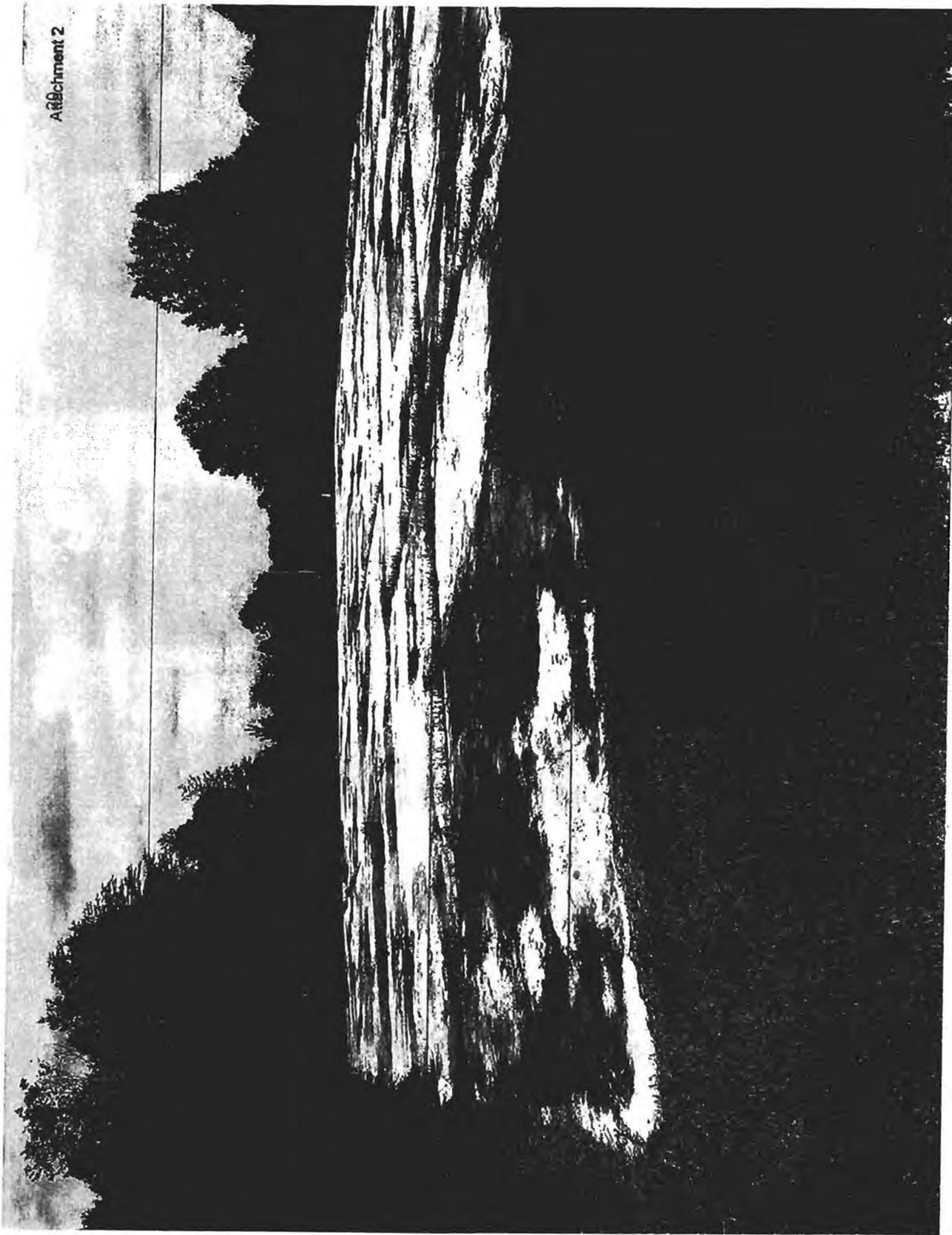
Saffelle Property

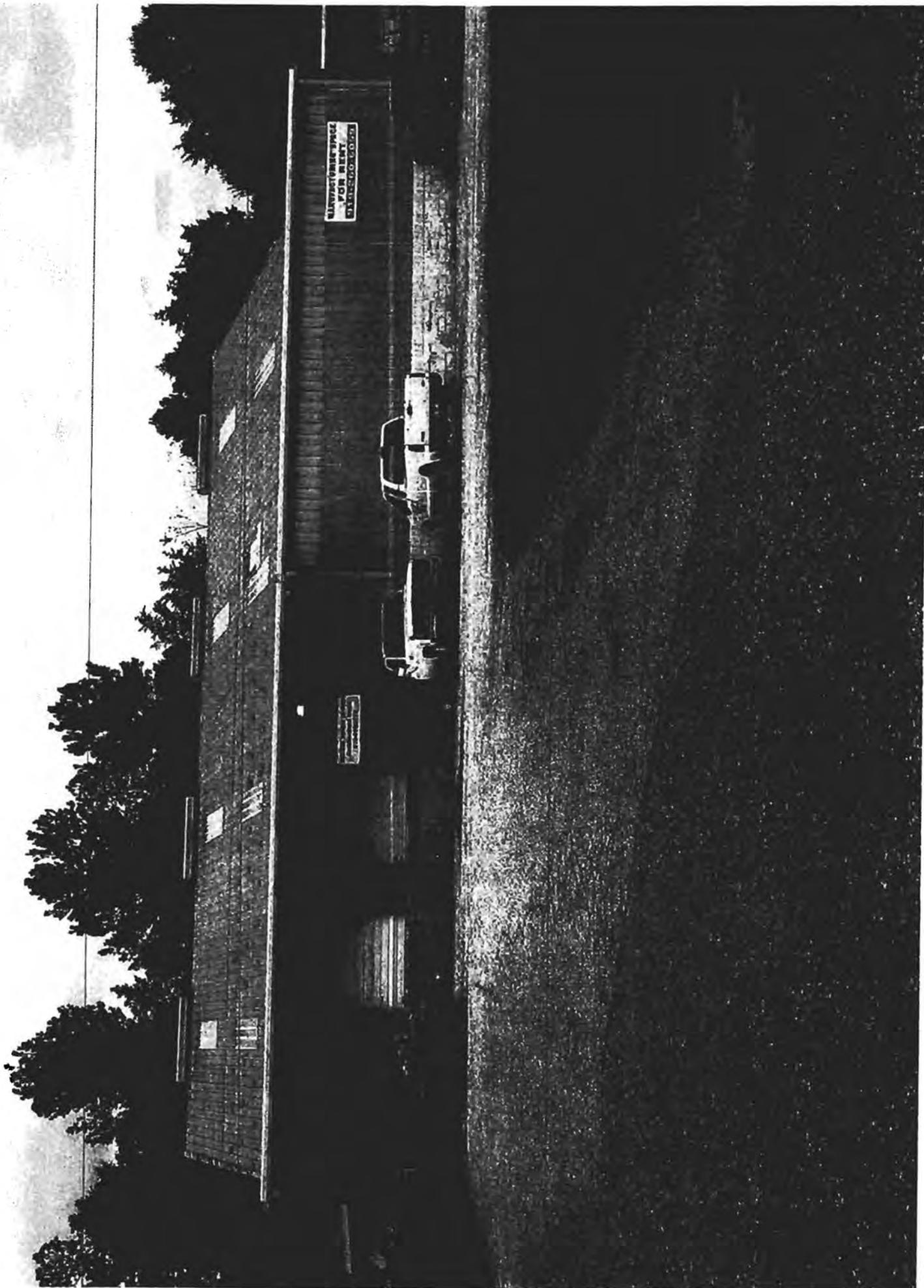


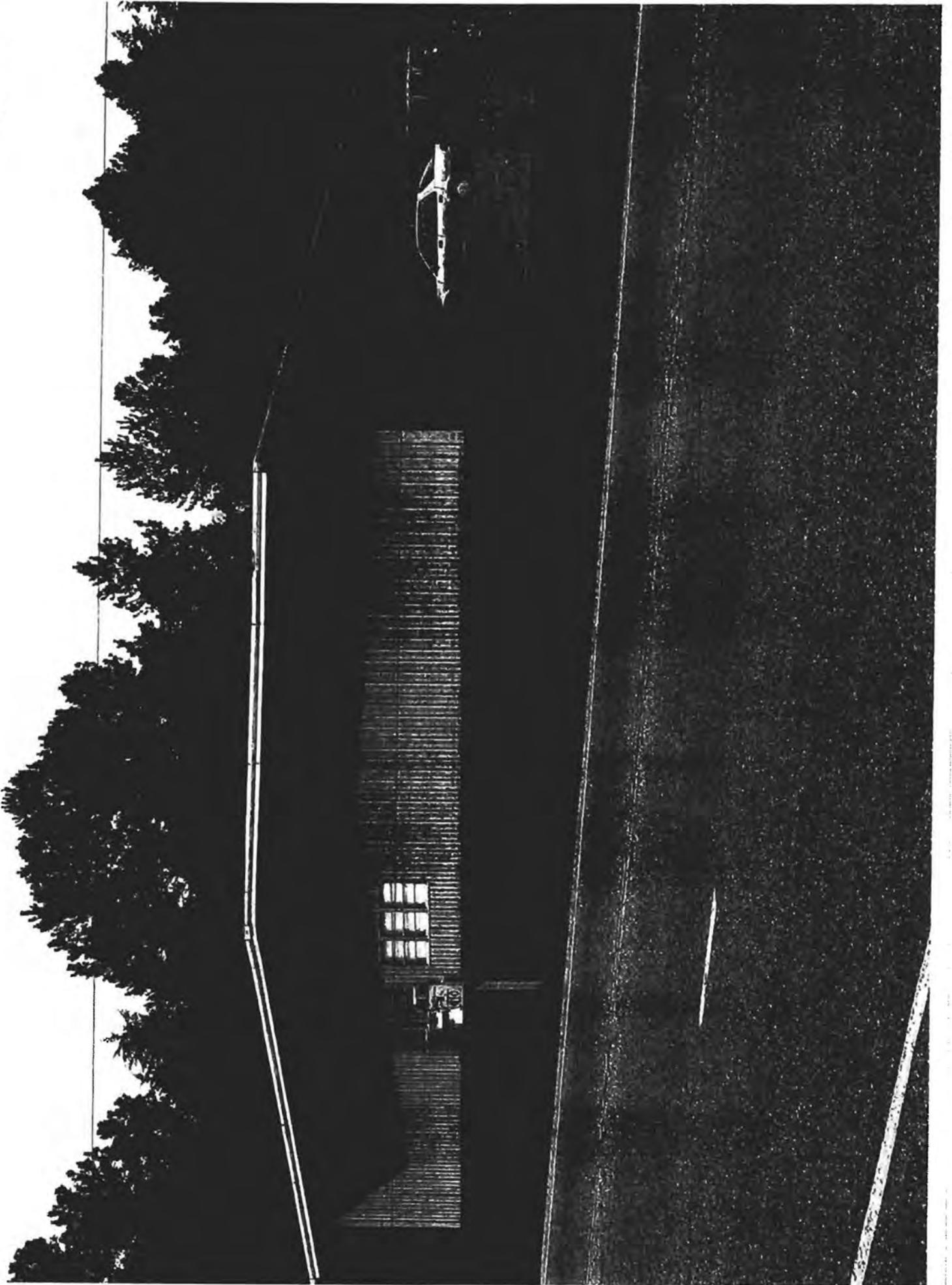
Saffelle Property Vicinity Map



Attachment 2







**ORANGE WATER AND SEWER AUTHORITY
POLICY FOR THE EXTENSION OF WATER AND SEWER LINES OR CONNECTIONS
THERE TO IN THE UNIVERSITY LAKE WATERSHED**

Purpose

This policy sets forth principles and guidelines for the extension of the Authority's water and sewer facilities and services or connections thereto in the University Lake watershed.

Background

In 1987 Orange Water and Sewer Authority commissioned the Camp Dresser & McKee *University Lake Watershed Study* to provide the Board of Directors and local governing bodies with a reliable basis for implementing land management controls to help assure short and long term protection of the University Lake water supply. On April 23, 1987, the Authority initiated a moratorium on water and sewer extensions into the watershed. The moratorium was maintained while the study was conducted and its recommendations were being considered by the local governing bodies.

The study, which was completed in March 1989, evaluated a range of development scenarios and utility service options, and determined that low density residential development served by individual wells and septic systems would present the least overall risk to University Lake water quality. Many of the CDM findings and recommendations were incorporated into local land management plans, development ordinances, and regulations amended by the Orange County Board of Commissioners and Carrboro Board of Aldermen in April and May, 1990. Among the standards for new development were 5- and 2-acre minimum lot requirements, impervious surface limits, and revised stream buffer setbacks.

Additionally, Carrboro and Orange County prohibited community alternative wastewater treatment and disposal systems, as well as public water and sewer service, except to correct officially declared health hazards. The County adopted additional language allowing reconsideration of its utility restrictions after special studies that the County expected to be completed by April 30, 1991. Although Chapel Hill has no planning and zoning jurisdiction in University Lake watershed, the Town Council has maintained a consistent policy against the extension of public water and sewer service into the watershed.

Orange Water and Sewer Authority's Mission and Goals Statement (December, 1988) includes a commitment "to be guided by the land management plans approved by the government units in the area the Authority serves."

Policy

Consistent with findings of the Camp Dresser & McKee *University Lake Watershed Study*, and in accordance with positions adopted by Carrboro, Chapel Hill, and Orange County, the Orange Water and Sewer Authority will not permit the extension of water and sewer facilities and services under its control or connections thereto in the University Lake watershed, except on a site by site basis as described below. The utility service limitations imposed by this policy are intended to apply primarily

Policy Regarding Extension of
Water and Sewer Lines or Connections Thereto
In the University Lake Watershed
Page 2

to new, rather than existing, development in the watershed.

The decision to approve or disapprove any petitions submitted under Conditions 1, 2, 3, or 5B below for water and/or sewer extensions or connections in the University Lake watershed shall be made by the Authority's Board of Directors after conducting a Public Hearing. Conclusions of the Board shall state the findings upon which the decision was based. Decisions to approve or disapprove petitions submitted under Conditions 4 or 5A shall not require a public hearing and may be made by Authority staff.

Petitions for service extensions and connections may be granted when the Board determines that Petitioners for such extensions or connections have established to the satisfaction of the Board:

1. That such connection or extension is necessary to alleviate existing circumstances or conditions the Board finds are causing an existing or impending health hazard; or
2. That such connection or extension is necessary to alleviate existing conditions that will significantly jeopardize University Lake water quality; or
3. That such connection or extension is necessary to respond to an existing hardship that is materially adverse or catastrophic to the health, safety and welfare of the general public.
4. Any lots in the Rangewood subdivision that were benefitted by the Authority's previous water and sewer extension project, and which appear on OWASA's Final Assessment Roll for that project, may be connected to the Authority's water and/or sewer lines as long as all assessments, fees, and charges have been paid or are up to date. Such connections may be made without meeting the conditions of 1, 2, or 3 above, and such permission may be granted by Authority staff without conducting a public hearing.
5.
 - A. Structures that existed before April 23, 1987 and that are located on lots that existed before April 23, 1987 and adjacent to OWASA water or sewer lines installed before April 23, 1987, may be connected to the line to which they were adjacent on April 23, 1987 without meeting the conditions of 1, 2, or 3 above and such permission may be granted by Authority staff without conducting a public hearing.
 - B. A legal change in property use shall not impede the approval of such connections unless the structure is increased in size by more than 50 percent, or unless the proposed use constitutes an increased hazard to the watershed.

Policy Regarding Extension of
Water and Sewer Lines or Connections Thereto
In the University Lake Watershed
Page 3

Authorization

The Executive Director is authorized and empowered to formulate any application, notification, or other administrative procedures needed to implement this policy.

Reviewed by General Counsel:

11-22-94
Date

[Signature]
General Counsel

Adopted by the Board:

11/10/94
Date

[Signature]
Clerk to the Board

**ORANGE COUNTY BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

JOINT MEETING AGENDA ITEM ABSTRACT

Meeting Date: October 11, 2012

**Action Agenda
Item No. 3**

SUBJECT: Carrboro's Vision for Use of the New Town Hotel Tax

DEPARTMENT: Visitors Bureau

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

None

INFORMATION CONTACT:

Town of Carrboro
Laurie Paolicelli, Visitors Bureau, 968-
2060

PURPOSE: To receive information from Carrboro regarding its current plans for use of the proceeds from the Town's new hotel tax, and to discuss as necessary the Town's plans for use of the tax proceeds.

BACKGROUND: Since 1983, the North Carolina General Assembly has authorized many units of local government to levy a room occupancy tax. In several instances, the General Assembly has authorized both a county and a city within that county to impose an occupancy tax. The rate of tax, the use of the tax proceeds, the administration of the tax, and the body with the authority to determine how the tax proceeds would be spent has varied considerably. The county tax rate cannot exceed 6% and the city tax rate, when combined with the county rate, cannot exceed 6%.

In 1991, the General Assembly, in Chapter 392, Senate Bill 622 gave authority to the Orange County Board of Commissioners to, by resolution, levy a room occupancy tax of up to three percent (3%) on the gross receipts derived from the rental of any room.
<http://www.ncleg.net/Sessions/1991/Bills/Senate/PDF/S622v3.pdf>

In 2001, by way of Session Law 2001-439, Senate Bill 92, the General Assembly gave authority to the Town of Carrboro to levy an occupancy tax of 3%. The Town will enact its first occupancy tax on the 142-room Hampton Inn scheduled to open in May 2013.

FINANCIAL IMPACT: Using industry figures and projections, the Hampton Inn is expected to generate the following revenue:

- Based on an average daily rate of \$100 over a one year period at a 6% tax rate (3% Carrboro and 3% County), projected revenue is \$186,588, or approximately \$93,000 in tax proceeds to each jurisdiction.

RECOMMENDATION(S): The County Manager recommends that the two governing Boards:

- 1) receive information regarding Carrboro's current plans for use of the proceeds from the Town's new hotel tax;
- 2) discuss as necessary the Town's plans for use of the tax proceeds; and
- 3) provide direction, if any, to Town and County staff.

**ORANGE COUNTY BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

JOINT MEETING AGENDA ITEM ABSTRACT

Meeting Date: October 11, 2012

**Action Agenda
Item No. 4**

SUBJECT: Solid Waste and Related Issues

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N)

ATTACHMENT(S):

- A) Draft Interlocal Agreement Between Orange County and The City of Durham Regarding the Disposition of Municipal Solid Waste Generated in Orange County at the Durham Transfer Station
- B) 1999 Interlocal Agreement
- C) A Resolution Reporting the Recommended Concept Plan For The Portion Of The Greene Tract That Remains In Joint Ownership

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2306
 Michael Talbert, Assistant County Manager, 245-2308

PURPOSE: To receive updates on Solid Waste and Related Issues between the governing boards of Orange County and the Town of Carrboro and to discuss as necessary.

BACKGROUND:

a) Joint Efforts:

- **Interlocal Agreement with the City of Durham regarding the disposition of Municipal Solid Waste (MSW) generated in Orange County transported to the Durham Waste Transfer Station.**

The County-owned landfill is scheduled to close on June 30, 2013, creating a need for the County to find a suitable means of disposing of municipal solid waste (MSW) generated in Orange County. County staff has recently entered into negotiations with the City of Durham regarding use of the Durham waste transfer station (WTS) by any and/or all of the jurisdictions within Orange County. Based on those negotiations a draft agreement (Attachment A) was developed by Orange County and is currently under review by the City of Durham. The draft agreement includes provisions for the use of the Durham Waste Transfer Station by the Town of Carrboro, should it choose to do so. It is anticipated that this agreement will be finalized and executed prior to the end of 2012.

- **Solid Waste Interlocal Agreement**

In 1999 Orange County, Chapel Hill, Carrboro, and later Hillsborough entered into an interlocal cooperation agreement (Attachment B), 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 Agreement. Their determination was that upon the June 30, 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. 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 state-mandated planning responsibilities.

In December 2010 the BOCC established a Solid Waste Interlocal Agreement Work Group, with Commissioner Steve Yuhasz appointed as the County representative in June, 2012. Mayor Mark Chilton was appointed as the Town of Carrboro's representative, with Alderman Randee Haven O'Donnell selected as an alternate. This Work Group has not been activated for reasons relating to the Rogers Road community mitigation request of May 2011 and the uncertainty with regard to the outcomes of the Town of Chapel Hill's decision to conduct a comprehensive analysis of its solid waste services and programs.

- **Solid Waste Management Plan Work Group**

In 2005 the BOCC established a Solid Waste Management Plan Work Group consisting of an elected official and key solid waste staff from each jurisdiction and the SWAB. The primary function of this Work Group was to develop the 10-Year Solid Waste Management Plan for the four jurisdictions and to recommend 3-Year state-mandated updates of the 10-Year Plan to the elected boards for adoption. The most recent County representative was Commissioner Barry Jacobs.

b) Solid Waste Advisory Board

The Solid Waste Advisory Board (SWAB) was established as part of the 1999 Interlocal Agreement for Solid Waste Management and has been active with regard to a number of policies, programs and acting as a public forum since that time. Given the uncertainty surrounding the decision to close the landfill on June 30, 2013 and Chapel Hill's ongoing analysis of its future solid waste services and practices, the SWAB has been less active and currently experiences no representation from Orange County or the Town of

Carrboro. Presently only the Towns of Chapel Hill and Hillsborough have active members, along with ex-officio membership from the University. Commissioner Yuhasz is County Liaison to the Board. The SWAB has recently formally recommended that existing vacancies be filled so its work can continue until some more permanent long-term resolution can be determined among the jurisdictions. The SWAB believes that some joint relationship among the local governments will be necessary to effectively continue solid waste management efforts into the future, efforts that will, at a minimum, involve waste reduction and recycling services/programs.

c) Greene Tract

The Greene Tract (164 acres) was acquired in 1984 for \$608,000 and came to Orange County as an asset in the Solid Waste Fund. As a result of the Inter Local Agreement, sixty (60) acres of the Greene Tract was conveyed to Orange County for "Solid Waste management purposes". The Inter Local Agreement (amended April 12, 2000) provided for the three owning partners to determine, over a two-year period, the ultimate disposition of the remaining 104 jointly held acres.

A Greene Tract Work Group that included representatives of all parties to the Inter Local Agreement began meeting in 2001 and presented Recommendations on March 21, 2002. A Greene Tract Work Group Resolution, making a recommendation on the 104 acres jointly owned by Orange County, Chapel Hill and Carrboro, was approved by the BOCC on December 10, 2002. Attachment C is the Resolution from December 10, 2002. The remaining 60 acres of the Green Tract continues to be owned as an asset in the Solid Waste Fund.

A five-year payment plan for the 104 acres jointly owned by Orange County, Chapel Hill and Carrboro was agreed to by all parties. Fiscal Year 2012/13 is the 5th year of the five year plan. The Town of Carrboro did not provide its Fiscal Year 2011/12 payment of \$29,524.

FINANCIAL IMPACT: There is no financial impact associated with discussing these Solid Waste Issues.

RECOMMENDATION(S): The County Manager recommends that the two governing Boards discuss the topics listed and provide appropriate direction to the respective staffs.

Attachment A

INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE CITY OF DURHAM REGARDING THE DISPOSITION OF MUNICIPAL SOLID WASTE GENERATED IN ORANGE COUNTY AT THE DURHAM TRANSFER STATION

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ between the City of Durham, North Carolina ("City"), a North Carolina municipal corporation, of Durham County, North Carolina; and Orange County ("County"), a political subdivision of the State of North Carolina, for the disposition and funding responsibilities related to municipal solid waste ("MSW") generated in Orange County and delivered to the City of Durham owned and operated waste transfer station ("Station").

WITNESSETH

WHEREAS, the County and City are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority to operate solid waste disposal facilities for the benefit of the public and are authorized by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Interlocal Agreement ("Agreement"); and

WHEREAS, the County owns and operates a solid waste landfill affording services to all residents of Orange County and the City operates its Station for the principal benefit of City residents; and

WHEREAS, the County-owned landfill is scheduled to close in June of 2013 thus creating a need for County to find a suitable means of disposing of MSW generated in Orange County; and

WHEREAS, the County and City (which hereinafter may be referred to jointly as the "Parties" and individually as "Party") acknowledge that City has the available capacity at the Station to dispose of MSW generated within and by County.

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

1. TERM

- a. This Agreement shall commence on the day and date first above recorded and shall continue through June 30, 2018.
- b. This Agreement may be renewed beyond June 30, 2018 upon written agreement of the Parties.

2. MATERIALS DISPOSED

- a. County will transport to the Station only MSW.
- b. Segregated Construction & Demolition materials, scrap tires, White Goods, yard waste, electronics waste, and recyclables will continue to be processed in Orange County.
- c. County will commence delivery of MSW to Station on or about July 1, 2013 and shall continue to do so per the terms and Term of this Agreement except as otherwise provided herein.

3. FEE AND PAYMENT

- a. County will be responsible for paying the \$42.50 per ton tipping fee ("Fee") for County MSW transported to and disposed of at the Station.
- b. City shall generate and maintain an accurate account of County MSW load deliveries to the Station. City shall invoice County for MSW loads generated by County monthly on the ___ day of each month.
- c. Upon receipt of an invoice for MSW loads County shall pay such invoice within 30 days.

4. CAPACITY AND FEE MODIFICATION

- a. The Parties acknowledge that the Station currently disposes of approximately 475 tons per day of MSW and the Station has a facility design capacity of 1,100 tons per day of MSW.
- b. The Parties agree that County currently disposes of approximately 200 tons per day. Pursuant to the terms of this Agreement City will accept approximately 200 tons per day from County.
- c. The Parties acknowledge the Fee may be modified by the City Council at any time. City shall provide County ninety (90) days advance notice of any increase in Fee.

5. DELIVERY SCHEDULE

- a. Station currently receives MSW loads Monday through Friday 7:30 a.m. to 4:30 p.m. and Saturday 7:30 a.m. 12:00 p.m. County shall make reasonable efforts to ensure that MSW loads generated by County are delivered to Station during its regular hours of operation.
- b. Should County be unable to reasonably deliver MSW loads only during Station's regular hours of operation, County may request City expand its Station hours to accommodate County's needs.
- c. Should such expansion of Station hours be reasonable and feasible City shall make such expansion.

6. ADDITIONAL PARTIES

- a. As of the date of this Agreement additional Orange County municipal parties hereto are contemplated by City and County.
- b. Should the towns of Chapel Hill, Carrboro, or Hillsborough desire to be added as a party to this Agreement, such town shall agree to the terms herein. A separate financial account will be generated for each town.

7. ORDINANCE ENFORCEMENT

- a. City shall not be responsible for enforcing any Orange County Ordinance. Any MSW load delivered to Station shall be presumed to be in compliance with County Ordinances.
- b. County shall enforce its ordinances with respect to MSW within Orange County or at the Station upon loads originating within Orange County. Such enforcement activity occurring at Station shall involve County enforcement personnel and shall not interfere with Station operations.

8. AMENDMENTS AND NOTICES

This Agreement may be amended and/or renewed by mutual written consent of the Parties. Any notice required or authorized by this Agreement shall be delivered by certified or registered mail, return receipt requested to the following:

If to County
 Orange County
 County Manager
 P.O. Box 8181
 Hillsborough, NC 27278

If to City
 City of Durham
 City Manager
 101 City Hall Plaza
 Durham, NC 27701

9. TERMINATION

- a. This Agreement may be terminated by the Parties hereto upon one year advance notice by either Party or at any time by mutual written agreement of the Parties.
- b. Should City increase the Fee by ten percent (10%) or more in any one annual period then upon sixty (60) days' notice to City, County may terminate this Agreement without penalty to County.

10. INDEMNIFICATION

No party hereto, together with its respective officers or employees, shall assume any liability for the acts, omissions, or negligent or intentional conduct of the other party, its officers or employees.

11. ENTIRE AGREEMENT

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

Mayor, City of Durham

Chair, Board of Orange County
Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk to the Board

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

Orange County Director Finance
and Administrative Services

Attachment B

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.

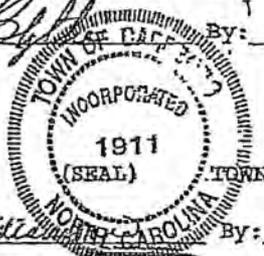
[Exhibit A contains certain definitions that apply to this Agreement. Exhibit B contains certain additional provisions of this Agreement.]

[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. Byth
Clerk, Board of Commissioners
By: *Alice M. Gordon*
Chair, Board of Commissioners



ATTEST: (SEAL) TOWN OF CARRBORO, NORTH CAROLINA.

Jack C. Webb
Town Clerk
By: *Michael R. Nel*
Mayor



ATTEST: TOWN OF CHAPEL HILL, NORTH CAROLINA

Jack A. Smith
Town Clerk
By: *Roscoe J. Waldorf*
Mayor

ATTEST: TOWN OF HILLSBOROUGH, NORTH CAROLINA

James F. ...
Town Clerk
By: *Howard Johnson Sr.*
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 Alvin M. Hudson and Corey J. Both 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. Noll and Samuel 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. Spawf
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 James A. Smith and Rosmary E. Waldorf 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 George H. Johnson and Dawn 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.

WITNESS my hand and official stamp or seal, this 12th day of April, ²⁰⁰⁰1999.

[SEAL]

Sheep 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 Eubanks 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 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. Blythe
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. Blythe 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.

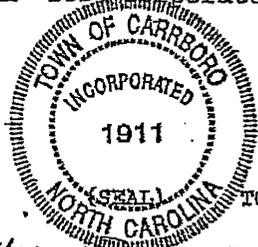
WITNESS my hand and official stamp or seal, this 24 day of March, 2000.
[SEAL]

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:

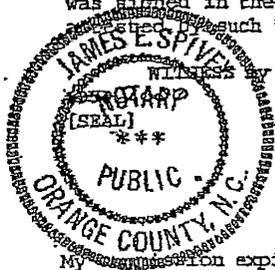
Sarah C. Williams
Town Clerk

(SEAL) 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 ~~acted~~ by such Town Clerk.

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



James L. Spivey
Notary Public

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



Barney E. Waldorf
Mayor

STATE OF NORTH CAROLINA,

I, a Notary Public of Orange County and State, certify that Jane A. Smith and Barney E. Waldorf 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. Coe
Notary Public

My commission expires 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.



04-10-2004
Date Approved by
Governing Board

ATTEST:

Donna Ambister
Town Clerk

Harace H. Johnson
Mayor

TOWN OF HILLSBOROUGH, NORTH CAROLINA

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Harace H. Johnson and Donna Ambister 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.

2004 WITNESS my hand and official stamp or seal, this 12th day of April,
1998.
[SEAL]

Shirley J. Jester
Notary Public

My commission expires: 7-10-04

leg:orangecounty\amisolvstagt.doc

Attachment C

APPROVED

GREENE TRACT WORK GROUP**A RESOLUTION REPORTING THE RECOMMENDED CONCEPT PLAN FOR THE PORTION OF THE GREENE TRACT THAT REMAINS IN JOINT OWNERSHIP**

WHEREAS, Orange County and the Towns of Carrboro and Chapel Hill acquired the property known as the Greene Tract in 1984 as an asset of the joint solid waste management system; and

WHEREAS, title to 60 acres of this property was deeded exclusively to Orange County in 2000 under provisions of the 1999 interlocal "Agreement for Solid Waste Management"; and

WHEREAS, under the same interlocal agreement the County and Towns agreed to bargain in good faith during the two year period following the effective date of the agreement to determine the ultimate use or disposition of the balance of the acreage on the Greene Tract; and

WHEREAS, the end date of the "bargaining period" as defined in the agreement was April 17, 2002, the second anniversary of the date upon which the County assumed overall responsibility for solid waste management in Orange County; and

WHEREAS, the Greene Tract Work Group considered direction from the respective governing boards, comments from interested citizens and organizations, and information developed by staff in response to Work Group inquiries in developing a recommended concept plan for the balance of the Greene Tract; and

WHEREAS, the Work Group reported to all three governing boards in a resolution dated March 21, 2002 that it had reached substantial agreement on a concept plan providing for approximately 78 acres to be earmarked for open space protected by conservation easements and approximately 15 acres to be earmarked for affordable housing but had not yet reached agreement regarding what designation should be placed on the remaining 11 acres; and

WHEREAS, the Work Group had recommended in that March 21, 2002 resolution that the following additional steps be taken:

- The area shown on the concept plan as open space should be protected by executing a conservation easement between appropriate parties
- The Board of County Commissioners should consider protecting its 60 acre portion of the Greene Tract by executing a conservation easement with an appropriate party
- The Chapel Hill Town Council should consider initiating a small area planning process to examine desirable land uses for the Purefoy Road area
- The property should be renamed in a manner that recognizes the significance of this area as the headwaters for three important streams (Bolin Creek, Old Field Creek, and Booker Creek)
- The governing boards should take note of the public investment already made in the general vicinity of the Greene Tract, as cataloged in an accompanying table; and

WHEREAS, the governing boards of all three jurisdictions approved resolutions extending the bargaining period beyond April 17, 2002 in order to allow the Greene Tract Work Group additional time to try to reach consensus on the basic uses to be established for the approximately 11 acres at that time unresolved; and

WHEREAS, the Work Group received a technical report from the County Engineer outlining the basic alternatives available and approximate costs for providing sewer service to a portion of the Greene Tract, which service would be necessary for the economical and practical provision of affordable housing; and

WHEREAS, the Work Group concluded by consensus that "the carrying capacity of the land" should be the determining factor in establishing how much of the unresolved 11 acres should be earmarked for specific purposes, and that the ridge line reflected on the accompanying concept map determines the portion (approximately one-third) of the 11 acres that can practically be used for affordable housing served by a sewer line that would access the Greene Tract via Purefoy Road:

NOW, THEREFORE, BE IT RESOLVED THAT the Greene Tract Work Group does hereby recommend that the Carrboro Board of Aldermen, the Chapel Hill Town Council, and the Orange County Board of Commissioners accept the accompanying map as the Work Group's consensus recommendation for a concept plan for that portion of the Greene Tract not deeded exclusively to Orange County, with the acreage to be set aside for open space protected by conservation easements approximating 85.90 acres and the acreage for affordable housing approximating 18.10 acres;

BE IT FURTHER RESOLVED THAT the Greene Tract Work Group does hereby recommend to the three governing boards that the acreage for affordable housing be placed in the Land Trust;

BE IT FURTHER RESOLVED THAT the Greene Tract Work Group does hereby recommend to the three governing boards that the Managers investigate options for reimbursement of the Solid Waste/Landfill Enterprise Fund for the portions of the site designated for affordable housing and open space; and

BE IT FURTHER RESOLVED THAT the Greene Tract Work Group does hereby recommend to the three governing boards that the triggering mechanism for reimbursement to the Solid Waste/Landfill Enterprise Fund should be formal action taken by all three boards to approve conservation easements protecting the designated open space, with such approvals taking effect no sooner than July 1, 2003, and no later than July 1, 2005.

This, the 26th day of June, 2002.

Moses Carey, Jr.
Chair
Greene Tract Work Group

Greene Tract Concept Plan

Approved by the Greene Tract Workgroup, 6/26/02



**ORANGE COUNTY BOARD OF COMMISSIONERS
CARRBORO BOARD OF ALDERMEN**

JOINT MEETING AGENDA ITEM ABSTRACT

Meeting Date: October 11, 2012

Action Agenda

Item No. 5

SUBJECT: Historic Rogers Road Neighborhood

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N)

ATTACHMENT(S):

Managers' Recommendations to the
Historic Rogers Road Neighborhood
Task Force dated September 28, 2012
"Carrboro" Cost Sharing Option

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-
2306
Michael Talbert, Assistant County
Manager, 245-2308

PURPOSE: To receive an update on the Historic Rogers Road Neighborhood issues and for the governing boards of Orange County and the Town of Carrboro to discuss as necessary.

BACKGROUND: In 1972 the landfill was opened by the Town of Chapel Hill and in 1999 Orange County assumed ownership and operation of the Orange County Landfill on Eubanks Road. The Historic Rogers Road Community has lived with the Orange County Landfill for 40 years.

On May 17, 2011 the Board of Commissioners received a plan from Rogers-Eubanks Neighborhood Association (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 January 26, 2012 the Board of Commissioners and the Town Boards discussed the extension of sewer service and a community center for the Historic Rogers Road Community. County and Town Attorneys have concluded that utilization of Solid Waste reserves to extend sewer service to the Historic Rogers Road Community is not consistent with North Carolina General Statutes and would subject the local governments to legal challenges. Therefore, funding for either the extension of sewer services and/or a community center will have to come from the County's and Towns' other general revenue sources.

On February 21, 2012 the Orange County Board of Commissioners authorized the creation of a new Historic Rogers Road Neighborhood Task Force to address sewer service and a community center.

On September 6, 2012 the Board of County Commissioners reviewed the Interim Report from the Historic Rogers Road Neighborhood Task Force and approved the following motion:

A motion was made by Commissioner Hemminger, seconded by Commissioner Yuhasz, for intent to:

- move forward with a new “green” community center;
- to ask the Manager to find \$380,000 more to move into the fund already established with \$120,000;
- to work with RENA and Habitat for Humanity on the design and implementation of this community center;
- to ask the towns to contribute computers, supplies, permitting costs, connection costs and the first 12 months of utilities towards this project;
- to ask the towns to expedite the permitting process; and
- to be able to start immediately to bring this project back to the BOCC October meeting to finalize going forward.

On September 18, 2012 the Carrboro Board of Aldermen reviewed the Interim Report from the Historic Rogers Road Neighborhood Task Force and approved the following motion:

MOTION WAS MADE BY ALDERMAN SLADE AND SECONDED BY ALDERMAN LAVELLE THAT THE TOWN OF CARRBORO HAS THE INTENTION OF CONTRIBUTING NOT MORE THAN \$900,000 FOR THE TOWN'S PORTION OF THE COMMUNITY CENTER AND COST OF THE SEWER PROJECT. THE TOWN MANAGER SHALL RESEARCH FUNDING SOURCES. TOWN STAFF SHALL ALSO INVESTIGATE HOW THE TOWN CAN RECOUP THE SEWER LINE INVESTMENT COSTS FROM DEVELOPERS. THE BOARD EXPRESSES ITS APPRECIATION TO THE COUNTY FOR THEIR COMMITMENT TO THE PROJECT AND REQUESTS THAT THE TOWN OF CHAPEL HILL CONSIDER THEIR SHARE OF THE CONTRIBUTION. VOTE: AFFIRMATIVE SIX, ABSENT ONE (COLEMAN)

On October 3, 2012 the Historic Rogers Road Neighborhood Task Force met and discussed the attached recommendations from the County and Town Managers. Based on the draft Meeting Summary the Task Force reinforced support for both the Community Center and Sewer in the Historic Rogers Road Community, by the recommending the following:

1. That the Managers meet and report back to the Task Force at the October 24, 2012 meeting, specifically to study how the local governments can cost-share sewer improvements and a community center.
2. That the Managers consider the attached “Carrboro” cost sharing option.
3. That the Task Force move forward with the Community Center and continue discussions as to how sewer is implemented.

The Historic Rogers Road Neighborhood Task Force is scheduled to present its final report to the Assembly of Governments on December 6, 2012.

FINANCIAL IMPACT: The financial impact of funding improvements recommended by the Historic Rogers Road Neighborhood Task Force is uncertain until its final report to the Assembly of Governments on December 6, 2012.

RECOMMENDATION(S): The County Manager recommends that the two governing Boards receive an update on the Historic Rogers Road Neighborhood issues, discuss the improvements to the Historic Rogers Road Neighborhood, and provide appropriate direction to the respective staffs.

**Managers Recommendations to
Historic Rogers Road Neighborhood Task Force
September 28, 2012**

On August 22, 2012 the Task Force approved the following recommendation:

The Task Force recommends that the County and Town Managers collectively discuss and formulate a fair and equitable cost sharing recommendation for the Task Force to consider. Options 2 & 4 are no longer being considered by the Task Force, therefore the recommendation should be based on options 1, 3, and /or 5. The cost sharing recommendation will be reviewed by the Task Force and could be applied to funding Sewer Infrastructure and a Community Center.

On September 28, 2012 the County and Town Managers met and developed the following recommendations:

1. That the Task Force supports a new Rogers Road Neighborhood Community Center to be constructed on the 2 lots in the Phoenix Place subdivision, a site graciously provided Habitat for Humanity.
 - a. The Board of County Commissioners may agree to have the County advance funding for a Community Center of up to \$500,000.
 - b. Funding will begin in Fiscal 2013/14 at the same rate the County and Towns are now funding to purchase the Greene Tract from the Orange County Solid Waste Fund. This will commit the County and the Towns to the same costs sharing percentages as outlined in the 1972 Landfill Agreement (\$90,549 Orange County, \$90,549 Town of Chapel Hill and \$29,524 Town of Carrboro).
 - c. Investigate a contractual agreement with Habitat for Humanity to construct a Rogers Road Neighborhood Community Center that would serve the residents of the Rogers Road Neighborhood. The center would be owned by Habitat and leased to Rogers Eubanks Neighborhood Association (RENA) for \$1 per year.
 - d. That the details of development of the Community Center will be referred back to the Managers for coordination and a report to the Task Force and/or the governing bodies

2. The County and the Town of Chapel Hill recommend that Orange County will petition the Town of Chapel Hill to annex all County owned property in the Rogers Road Neighborhood, including the jointly owned Greene Tract and the 2 lots in the Phoenix Place subdivision, the site graciously provided Habitat for Humanity as requested by Habitat for Humanity. The Town of Chapel Hill will act in a timely manner to annex the property petitioned.

3. That the Managers evaluate the Greene Tract for possible sale and/or development of the property, possibly including a School Site, and proceeds could be used for utilities in the Rogers Road Neighborhood. Such development of workforce housing is consistent with the Chapel Hill 2020 Comprehensive Plan. While there is no formal agreement on how the Greene Tract will be used, a concept plan was introduced in 2002. Collectively all governing boards will have to approve any future plans for the Greene Tract.
4. That the Managers continue to work on a solution to provide Sewer Infrastructure to the Rogers Road Neighborhood including priority and funding options. At this time discussions are continuing as to how to advance and fund that effort.

<u>MSW Volume</u>		
Carrboro	6,650	19%
Chapel Hill	15,008	42%
Hillsborough	3,185	9%
Orange County	10,497	30%
Total	35340	100%

<u>Population for Sales Tax Distribution</u>		
Carrboro	19,665	9%
Chapel Hill	54,582	25%
Durham	30	0%
Hillsborough	6,113	3%
Mebane	1,801	1%
Total Incorporated	82,191	
Total County	134,325	62%
Sales Tax Population	216,516	

<u>Ad Valorem Value</u>		
Carrboro	\$ 11,611,958	5%
Chapel Hill	\$ 34,116,234	16%
CH Special District	\$ 235,387	0%
Durham	\$ 49,416	0%
Hillsborough	\$ 4,705,799	2%
Mebane	\$ 1,114,495	1%
Orange County	\$ 136,382,728	64%
CH-C School District	\$ 19,260,309	9%
Fire Districts	\$ 3,979,116	2%
Total Ad Valorem	\$ 211,455,442	100%

<u>Weight Assumption</u>	
MSW Input (Responsibility)	0.5
Sales Tax Revenue (Population)	0.5
Ad Valorem Value (Ability to Pay)	

<u>Cost Distribution</u>	<u>Normalized</u>
Carrboro	14.06%
Chapel Hill	33.94%
Hillsborough	6.02%
Orange County	45.98%
	99.58%
	100.00%

Cost of Sewer Project	\$ 5,788,215
Community Center	\$ 500,000
Carrboro	\$ 1,114,495
Chapel Hill	\$ 34,116,234
Hillsborough	\$ 4,705,799
Orange County	\$ 136,382,728

Carrboro Cost Sharing Option