

**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 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, as that term is defined in North Carolina General Statutes Section 130A-290(a)(18a) ("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 date set out above 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. With the exception of incidental amounts, the following materials will be segregated from the waste stream and continue to be processed in Orange County: Construction and Demolition waste; tires, White Goods; Yard Trash; electronics, and Recyclable Materials,.
- c. County will commence delivery of MSW to Station on or about July 1, 2013, and shall continue to do so per this Agreement, except as otherwise provided herein.
- d. Definitions found in North Carolina General Statute 130A-290(a) shall apply when those terms are used in this agreement.

**3. FEE AND PAYMENT**

- a. County will pay the City's per ton tipping fee ("Fee") for County MSW transported to and disposed of at the Station, which is currently \$42.50.
- 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.
- 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. to 12:00 p.m. County shall 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. Should such expansion of Station hours be reasonable and feasible City shall make such expansion.

6. **ADDITIONAL PARTIES**

- a. The City and the County anticipate that multiple Orange County municipalities may desire to participate in this agreement.
- b. Should Chapel Hill, Carrboro, or Hillsborough desire to be added as a party to this Agreement and the City agrees to do so, an amendment to this agreement shall be executed between that town and the City. The County hereby consents to such amendment. Should another party join, the definition of "Party" and "Parties", above, shall be read to include the additional town. A separate financial account will be generated for each town by the City.

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.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Orange County Manager

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