Interlocal Agreement Between The Town Of Hillsborough And The City of Durham Regarding The Disposition Of Municipal Solid Waste Generated In The Town Of Hillsborough At The Durham Transfer Station

THIS AGREEMENT, made this 8th day of April, 2013, between the City of Durham, North Carolina ("City"), a North Carolina municipal corporation, of Durham County, North Carolina; and the Town of Hillsborough, a North Carolina municipality, (the "Town"), 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 the Town and delivered to the City of Durham owned and operated waste transfer station ("Station").

W I T N E S S E T H:

WHEREAS, the Town 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 160A to enter into this Interlocal Agreement ("Agreement"); and

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

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

WHEREAS, the Town and the 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 the Town.

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. The Town will transport to the Station only MSW.

b. With the exception of incidental amounts, the following materials will be segregated from the waste and continue to be processed in Orange County: Construction and Demolition waste; tires; White Goods; Yard Trash; electronics, and Recyclable Materials.

c. The Town 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. The Town will pay the City's per ton tipping fee ("Fee") for Town MSW transported to and disposed of at the Station, which is currently $42.50.

b. City shall generate and maintain an accurate account of Town MSW load deliveries to the Station. City shall invoice the Town for MSW loads generated by the Town monthly.

c. Upon receipt of an invoice for MSW loads, the Town 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 City will accept up to 45 tons per day from the Town on the first day the transfer station is opened following a holiday.

c. The Parties agree that the Town currently disposes of approximately six (6) tons per day on average of MSW, but up to 20 tons on certain days of the week (i.e., depending on season, holiday schedule, and route).

d. Pursuant to the terms of this Agreement, the City will accept up to 45 tons per day from the Town. The Town is requested to give notice to the City, when able to do so, when it reasonably anticipates that it will deliver more than 20 tons of MSW in one day.

e. The Parties acknowledge the Fee may be modified by the City Council at any time. City shall provide the Town 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. The Town shall ensure that MSW loads generated by the Town are delivered to Station during its regular hours of operation.

b. Should the Town be unable to reasonably deliver MSW loads only during Station's regular hours of operation, the Town may request City expand its Station hours to accommodate the Town's needs. Should such expansion of Station hours be reasonable and feasible City shall make such expansion.

6. ORDINANCE ENFORCEMENT

a. City shall not be responsible for enforcing any Orange County Ordinance or Town Ordinance. Any MSW load delivered to Station shall be presumed to be in compliance with County and Town Ordinances.

b. The Town shall enforce its ordinances with respect to MSW within their respective jurisdictions or at the Station upon loads originating within the Town. Such enforcement activity occurring at Station shall involve Town enforcement personnel and shall not interfere with Station operations.

7. 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 the Town	If to City
Town of Hillsborough Eric Peterson, Town Manager Post Office Box 429 Hillsborough, NC 27278	City of Durham City Manager 101 City Hall Plaza Durham, NC 27701

8. 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, the Town may terminate this Agreement without penalty to the Town.

9. 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.

10. ENTIRE AGREEMENT

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

City Manager	Town Manager
ATTEST:	ATTEST:
City Clerk	Town Clerk

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

Town of Hillsborough Director of Finance