

**Interlocal Agreement Between Orange County and Durham County Regarding
the Disposition of Source Separated Glass**

THIS AGREEMENT, made this _____ day of March, 2020 between the County of Durham, North Carolina ("Durham County"), and Orange County ("Orange County"), each a political subdivision of the State of North Carolina, for the disposition and funding responsibilities related to source separated glass.

WITNESSETH

WHEREAS, Orange County and Durham County 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, Orange County and Durham County operate facilities for the collection of recyclables, including glass, for the benefit of their residents; and

WHEREAS, the County and Durham are seeking suitable means of recycling source separated glass generated in Orange County and Durham 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

This Agreement shall commence on the date set out *above* and shall continue until terminated as set forth in paragraph 6 below.

2. MATERIALS COLLECTION AND MANAGEMENT

- a. Durham County will provide covered roll off containers with a minimum 20 cubic yard capacity to be placed at no less than two of its Solid Waste Convenience Center sites for the deposit of source separated glass bottles and jars.
- b. Orange County, at its expense, will paint and restore up to three of Durham County's roll off containers designated for use in this program.
- c. Durham County is required to deliver the containers to Orange County for painting and repair and to pick up the containers within a week of repair completion and notification. Orange County may, at its sole discretion, provide either pick up or delivery of the containers.
- d. Orange County may provide signs for the containers or approve those designed and produced by Durham County. Metal or plastic signs at least 2 feet on a side will be installed on the front of each container facing the public and appropriately sized signs installed below each opening used to deposit glass bottles and jars. The signs will contain the logo of the Glass Recycling Coalition and pictures of a variety of glass bottles and jars. The signs may be in English only or, in addition to English, may also contain the message in other languages.
- e. Durham County will be responsible for ensuring the quality of glass bottles and jars and that no load shall contain more than a 2% by unit of non-glass residue (excluding jar lids or bottle caps), or approximately no more than 53 pieces of non glass residue per ton. Durham County should make every practical effort to extract any contaminants (non-glass bottle or jar items) before bringing materials to Orange County. Orange County reserves the right to reject contaminated loads or require their cleaning before acceptance.
- f. Durham County at its expense shall haul the containers to Orange County when at least 50% full or containing at least five tons of material.
- g. Durham County shall provide 48 hours written or verbal notice (email or phone) before delivering the containers of glass. Deliveries shall be expected to be made during Orange County facility operating hours of 7am – 4pm Monday through Friday. Other delivery arrangements between the Counties may be made as needed.
- h. Orange County shall provide a convenient and accessible deposit area for the glass bottles and jars that Durham County vehicles deliver.

3. PUBLIC OUTREACH

Durham County shall detail its public outreach and education efforts towards the public in getting them to separate glass bottles and jars. The effort shall go beyond simply providing containers with signs on them. Site attendants, other staff or volunteers may be involved in on-site education. Various media may be employed in getting the public engaged in this campaign. The campaign details are to be agreed on by the parties to this memorandum.

4. FEE AND PAYMENT

- a. Durham County will pay all costs related to the transport and delivery of the glass to Orange County.
- b. Orange County will accept ownership of properly prepared loads of glass bottles and jars. The hauling from Orange County to any designated glass processor shall be at the sole cost and expense of Orange County. Orange County will retain any and all revenue from the sale of glass bottles and jars accepted at its site.

5. **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 Orange County:

Orange County

County Manager

P.O. Box 8181

Hillsborough, NC 27278

If to Durham County:

Durham County

County Manager

Durham, NC

6. **TERMINATION**

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.

7. **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.

8. **ENTIRE AGREEMENT**

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

Orange County By:

Durham County By:
