JOINT GREENE TRACT WORK SESSION MEETING

PROPOSED AGENDA

Joint Greene Tract Work Session
April 29, 2008
7:30 PM
Southern Human Services Center
Chapel Hill, NC

Call to Order/Introductions/Opening Comments

1) **Greene Tract Development and Conservation – Summary of Issues for Joint Discussion**

2) **Adjournment**

JOINT STEERING TRACT WORK SESSION MEETING

PROPOSED AGENDA

Joint Steering Tract Work Session
April 29, 2008
7:30 PM
Southern Human Services Center
Chapel Hill, NC

Call to Order/Introductions/Opening Comments

1) Steering Tract Development and Conservation – Summary of Issues for Joint Discussion

2) Adjournment

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

JOINT GREENE TRACT WORK SESSION

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 29, 2008

Action Agenda Item No. _____

SUBJECT: Greene Tract Development and Conservation – Summary of Issues for Joint Discussion

DEPARTMENT: County Manager's Office **PUBLIC HEARING: (Y/N)** No

ATTACHMENT(S):

1. Solid Waste Management Inter Local Agreement
2. Inter Local Agreement Amendment
3. Greene Tract Work Group Resolution & Concept Map
4. County Attorney Memo to the BOCC
5. BOCC Greene Tract Minutes
6. BOCC Greene Tract Correspondence
7. Greene Tract Environmental Assessment
8. Sewer Service to Greene Tract
9. Report from Affordable Housing Partners re: Greene Tract
10. School Site Selection Report re: Greene Tract

INFORMATION CONTACT:
Laura Blackmon, County Manager, 245-2300
Gwen Harvey, Assistant Manager
Craig Benedict, Director, Planning
David Stancil, Director, ERCD
Tara Fikes, Director, H/CD
Gayle Wilson, Director, Solid Waste
Geoff Gledhill, County Attorney

PURPOSE: To present for discussion among the jurisdictions a summary of various aspects and alternatives associated with the development and conservation of the Greene Tract, and receive input and direction as may be desired on next steps.

BACKGROUND:

Inter Local Agreement
The use of the Greene Tract is subject to the Solid Waste Inter Local Agreement (ILA) of 1999, as Amended 2000 to incorporate technical changes. The ILA describes ownership and land use of the Greene Tract and the reimbursement formula. A work group was subsequently established by the County and Towns to reach agreement on the ultimate disposition of the property in joint ownership. The Greene Tract Work Group presented its resolution reporting its recommendations to the County and Towns in June 2002. Its recommendations and concept map offered the following guidance:

Tract 1: Orange County – 60 acres that "the County should consider protecting" by conservation easement;
Tract 2: Joint Affordable Housing – 18.1 acres;
Tract 3: Joint Open Space – 85.9 acres.

The BOCC adopted the ILA on September 29, 1999; the ILA Amendment on March 14, 2000; but there are no records to indicate that the Green Tract Work Group Resolution was ever formally adopted by the BOCC.

Subcommittee of Elected Officials and Management

Discussion and development of the Greene Tract has come up regularly at the Assembly of Governments (AOG). In spring 2007, however, the AOG agreed to use a subcommittee of the Chair, Mayors, and Managers to examine more vigorously issues prerequisite and surrounding the development and preservation of the Greene Tract. This was deemed especially important since the Town of Chapel Hill was about to initiate its Small Area Plan of the Rogers Road community whose boundaries embrace the Greene Tract.

Two meetings were convened by County and Town elected and management officials – October 3, 2007 and February 14, 2008 – to re-examine development feasibility options and reimbursement to the Solid Waste Enterprise Fund. County, Town, and OWASA staff were tasked with drafting various options and opportunities for locating the affordable housing on site and providing road entry and sewer services as background to the work of the elected officials and managers between meetings.

At the February meeting, County staff presented the results of joint staff discussions on land use and ownership, environmental/natural features/preservation parameters, utilities – existing and proposed, transportation and access, and affordable housing tract development alternatives. Discussion arose on a proposed school site for the Chapel Hill Carrboro City School District and its impact on acreage reserved for conservation and/or affordable housing. County staff was asked to draft a set of guiding principles and parameters for enacting conservation easements in anticipation of greater discussion on or before the AOG meeting on March 31, and what limitations might prevail for affordable housing. After County staff review of the guiding principles and parameters for conservation purposes, the County Attorney prepared a memorandum to the BOCC stating that nothing in the language of the ILA contemplated or provided for the Greene Tract portion under County ownership to be used for other than solid waste system purposes.

There was insufficient time for consideration of the Greene Tract item and its component parts at the AOG meeting on March 31, therefore it was agreed to schedule the topic for a previously scheduled joint meeting set on April 29.

The BOCC, in preparation during a work session on April 8, reviewed the updated information postponed from the AOG meeting, and began a preliminary discussion of the development and conservation issues previously identified by the joint staffs. County staff was then asked to research and provide additional information for the joint meeting on April 29. Those issues are addressed in Attachments 5-10.

County staff will provide a presentation on the development and conservation issues and respond to any questions at the meeting on April 29.

FINANCIAL IMPACT: For the Greene Tract in joint ownership, the respective share of reimbursement to the Solid Waste Enterprise Fund is: Orange County;43% of 104 acres - $404,901; Chapel Hill, 43 % of 104 acres - $404,901; and Carrboro, 14% of 104 acres - $131,828. Assuming repayment over a 5-year term at six percent interest, beginning July 1, 2008, the annual payment would be: Orange County - $90,549; Chapel Hill - $90549; and Carrboro - $29,524.

RECOMMENDATION (S): The Manager recommends that the BOCC and its municipal partners receive the presentation and provide any policy direction and feedback as may be desired.

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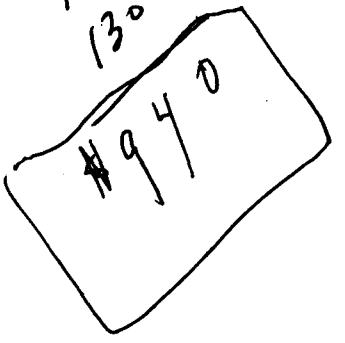

9,000
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16

86
18
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Attachment 1
ILA 17

(15)

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.

(20)

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.

(24)

[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

Clerk, Board of Commissioners By: Chair, Board of Commissioners

ATTEST: (SEAL) TOWN OF CARRBORO, NORTH CAROLINA

Town Clerk By: Mayor

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

Town Clerk By: Mayor

ATTEST: (SEAL) TOWN OF HILLSBOROUGH, NORTH CAROLINA

Town Clerk By: 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

(28)

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that Alice M. Gordon and Sarah D. Hall personally came before me this day and acknowledged that they are the Chairman 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 Bate
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 _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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

(29)

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

_____ By: _____
Clerk, Board of Commissioners — Chair, Board of Commissioners

ATTEST: TOWN OF CARRBORO, NORTH CAROLINA

_____ By: Michael R. Nelson
Deputy Town Clerk — Mayor

ATTEST: TOWN OF CHAPEL HILL, NORTH CAROLINA

_____ By: _____
Town Clerk — Mayor

ATTEST: (SEAL) TOWN OF HILLSBOROUGH, NORTH CAROLINA

_____ By: _____
Town Clerk — 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

(30)

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 ____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that Michael R Nelson and Janice E Salmon 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 29 day of September, 1999.
[SEAL]

_____
Notary Public

My commission expires: 12/14/02

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 ____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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

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

By: _____

Clerk, Board of Commissioners — Chair, Board of Commissioners

ATTEST: (SEAL) TOWN OF CARRBORO, NORTH CAROLINA

By: _____

Town Clerk — Mayor

ATTEST: TOWN OF CHAPEL HILL, NORTH CAROLINA

Town Clerk — Mayor

ATTEST: TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: _____

Town Clerk — 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

(32)

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that Rosemary T. Waldorf and Janet A. Smith 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 24th day of September, 1999.
[SEAL]

Notary Public

My commission expires: 11-26-2003

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA, ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.

[SEAL]

_____
Notary Public

My commission expires: _____

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.

(37)

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:

	Member A	Member B
County	2 years	3 years
Carrboro	2 years	3 years
Chapel Hill	1 year	3 years
Hillsborough	1 year	2 years

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

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

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

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

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

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

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

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

(43)

Exhibit D - Legal Description of the Greene Tract

Exhibit E - Legal Description of the Portion of the Greene Tract To Be Devoted to Solid Waste Management Purposes

Attach 2
ILA 13
Amendment

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 (i) 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: ORANGE COUNTY, NORTH CAROLINA

Beverly A. Blythe
Clerk, Board of Commissioners

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

LISA S. GAMMON NOTARY PUBLIC ORANGE COUNTY, NC

Attachment 3 Accepted Not BOCC adopted

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 April17, 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.

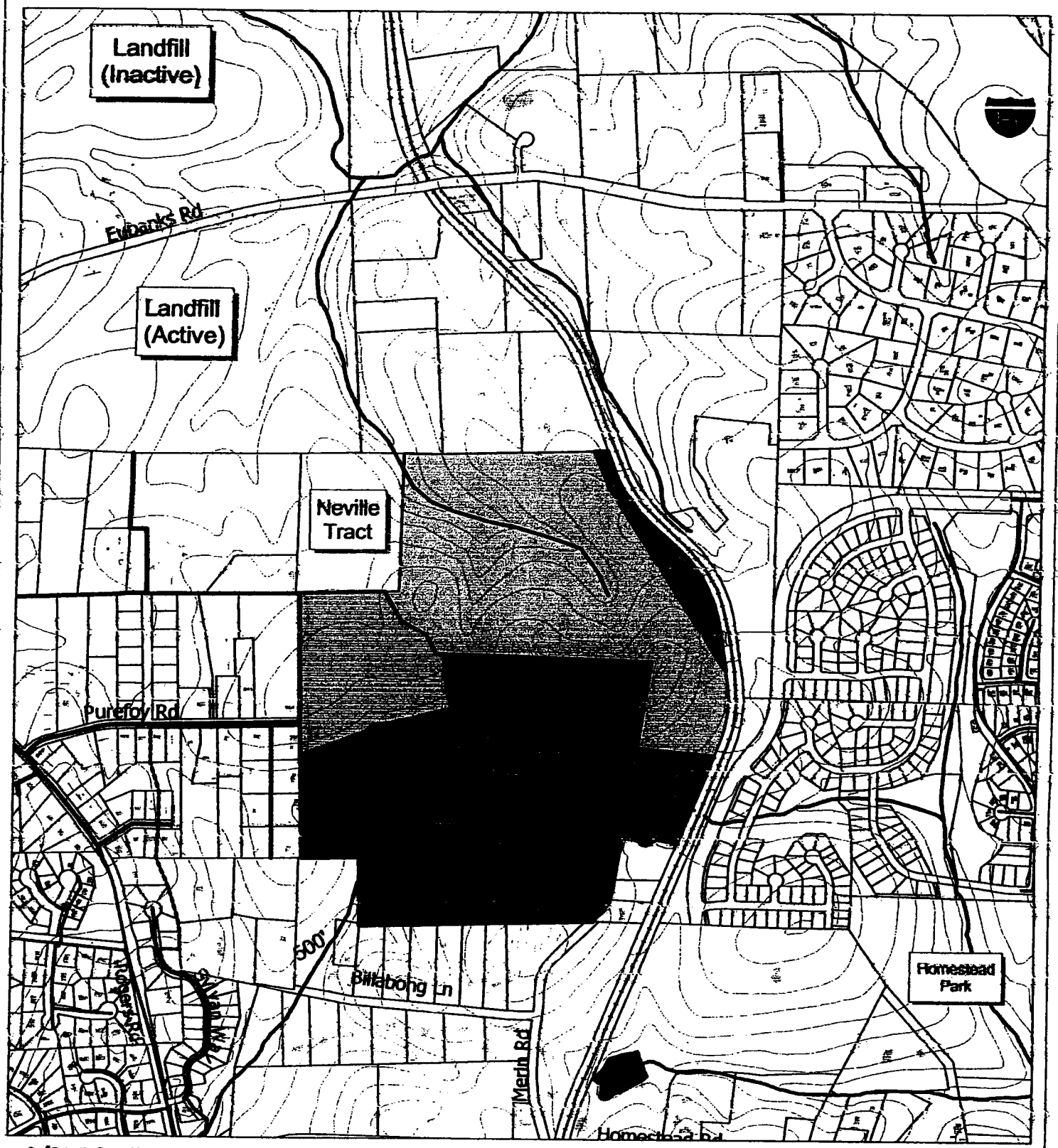
This, the 26th day of June, 2002.

_____

Moses Carey, Jr.
Chair
Greene Tract Work Group

Greene Tract Concept Plan

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



- Potential Sewer Line
- Existing Sewer Line
- Railroad
- Water Line
- Streams
- Contour Lines
- Parcels
- Structures
- Orange County Land Land Use
- Affordable Housing 18.10 Acres
- Open Space 85.90 Acres

N

400 0 400 800 Feet

Orange County
Environment & Resource
Conservation Department
June 27 2002
B. Young

Attachment 9
4

LAW OFFICES
COLEMAN, GLEDHILL, HARGRAVE & PEEK
A PROFESSIONAL CORPORATION

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P. O. DRAWER 1529
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March 14, 2008

FROM THE DESK OF
GEOFFREY E. GLEDHILL
E-MAIL: gledhill@cghp-law.com

Barry Jacobs, Chair
Moses Carey, Jr.
Valerie P. Foushee
Alice M. Gordon
Mike Nelson
Orange County Board of Commissioners
Post Office Box 8181
Hillsborough, North Carolina 27278

RE: Agreement for Solid Waste Management – "Greene Tract"

Dear Board Members:

I was recently asked to attend a staff meeting concerning the future use of the "Greene Tract." The focus of the discussion was a document titled "Greene Tract: The Headwaters Preserve and Campus." This document contains "guiding principals" for the use of the 104 acre portion of the Greene Tract jointly owned by Carrboro, Chapel Hill and Orange County and parameters for "Proposed Conservation Easements" on the 60 acre portion of the Greene Tract owned solely by Orange County. A copy of that document is enclosed. At the staff meeting there was also a discussion concerning the County paying the Solid Waste System enterprise fund for the 60 acre portion of the Greene Tract. This letter is intended to bring to your attention what, in my opinion, is a conceptual problem with the plan to use the 60 acre portion of the Greene Tract for conservation purposes and, in my opinion, a conceptual problem with the County being solely responsible for reimbursing the Solid Waste System enterprise fund for this 60 acres of land.

Enclosed with this letter also are copies of the Agreement to Amend the Agreement for Solid Waste Management (the Amendment) and the Agreement for Solid Waste Management (the Agreement). Paragraph 5 of the Agreement prescribes that the

County may use the "[60 acres] for System purposes" except for burying mixed solid waste or construction and demolition waste. On the other hand, the remainder of the property, the 104 acre parcel, is contemplated to be used for other than System purposes and that if it is used for other than System purposes there will be a "payment to the County of a Reimbursement amount for deposit in the System enterprise fund." Since the 104 acre parcel is owned jointly by Carrboro, Chapel Hill and Orange County, reimbursement by the three governments to the System enterprise fund for non-system use of the 104 acres will be in proportion to their ownership interests in the parcel (Carrboro 14%, Chapel Hill 43%, Orange County 43%).

There is nothing in the language of the Agreement or the Amendment that contemplates or provides for the 60 acre "System purposes" parcel to be used for other than System purposes. In fact, that parcel was deeded from Carrboro, Chapel Hill and Orange County solely for System purposes. At the time of the Agreement and the Amendment, it was contemplated that the 60 acres would be used for a MRF, transfer station or both. A copy of the minutes of the July 7, 1999 Chapel Hill Town Council meeting minutes provides a snapshot of this history. Further evidence of the intent of the parties to the Agreement that the 60 acre parcel be dedicated to System purposes is the fact that there is nothing in the Agreement or the Amendment that provides for reimbursement to the System enterprise fund in the event the 60 acre parcel is not used for System purposes.

It is, of course, possible for Orange County and the towns of Carrboro, Chapel Hill and Hillsborough to further amend the Agreement to change the designation of the 60 acre parcel of the Greene Tract from "reserved for System purposes" to, essentially, the same designation as the remaining portion of the Greene Tract. Given the staff and elected official work that has been done on Greene Tract uses, that seems to me to be appropriate. If such an amendment is adopted by the parties to the Agreement, then the 60 acre portion of the Greene Tract would be available for other than System purposes triggering the reimbursement to the System enterprise fund pursuant to the Reimbursement provision of the Agreement.

In summary, I think changing the use of the 60 acre portion of the Greene Tract from "reserved for System purposes" to some other use must be accomplished by further amendment to the Agreement. The logic and the clear intent of the Agreement is that such a further amendment would, in effect, call for treating all of the Greene Tract the same, triggering the "Reimbursement amount" provision of the Agreement in the same manner as with the 104 acre parcel. If the use of the 60 acres becomes the public purpose of "conservation," Carrboro, Chapel Hill and the County would contribute to the reimbursement in proportion to their pre Agreement ownership interest in the entire Greene Tract, Carrboro 14%, Chapel Hill 43% and Orange County 43%.

Very truly yours,

COLEMAN, GLEDHILL, HARGRAVE & PEEK, P.C.

Geoffrey E. Gledhill

GEG/lsg
Enclosures
xc: Laura E. Blackmon ✓
Craig Benedict
Dave Stancil

lsg:letters\bdofcom Agmt for Solid Waste Mgmt Greene Tract ltr.doc

Greene Tract
"The Headwaters Preserve and Campus[1]"
March 14, 2008

Guiding Principles for the 104-Acre Jointly Owned Property

- Future plans and uses of the property should ensure the protection of the mature hardwood forest and wildlife habitat on the property.
- Future plans and uses should protect water quality by the protection of stream buffers for each of the three stream headwaters (Bolin Creek, Booker Creek, Old Field Creek) that lie within the property.
- Future plans and uses of the property should ensure protection of the two archaeological sites on the property (the remains of the Byrd and Mills homesteads).
- The portion of the property designated for affordable housing should adhere to community guidelines and goals for creating liveable and sustainable communities.
- The portion of the property protected as open space should provide for low-impact recreation (such as trails).
- A 100-foot corridor along the rail line should be retained for possible future use by the jurisdictions that jointly own the property.
- It may be desirable to identify an area for potential for playing fields near the portion of the property designated for affordable housing.

Proposed Conservation Easements

As an added protection for the future well-being of the site, the Triangle Land Conservancy has agreed to hold conservation easements on 1) the 86-acre "open space" portion of the jointly-held property, and 2) Orange County's 60-acre adjoining parcel.

The basic parameters of the two easements would include the following:

- Protection of the natural and cultural resources and conservation values on site in perpetuity.
- Protection of water quality through stream buffers and retention of forested lands to help filter stormwater.
- Provision for unpaved hiking trails designed in concert with the natural setting and conservation values.
- Provision for one paved greenway trail, designed in concert with the natural setting and conservation values.
- Provision for a mountain bike trail (non-motorized only) designed in concert with the natural setting and conservation values.

[1] The adopted 2002 resolution called for a new name to be given to this site, this is one suggestion.

Attachment 5 → March 14, 2000

Commissioner Jacobs asked County Manager John Link about the water and sewer in the Buckhorn area. He asked to receive a report on the process from Mebane's viewpoint. He asked if something like this is on Mebane's agenda.

John Link said that he is meeting with the Mebane Town Manager tomorrow and will be able to report back to the Board by the end of the week.

Commissioner Jacobs commended those who worked on the housing summit. He said that he and Commissioner Brown originally envisioned the establishment of two task forces as a major outcome of the summit. One task force would involve the university, the municipalities, and the County. The second task force would make recommendations to the Board of County Commissioners on issues such as refining evaluation criteria and assuring long-term affordability. He said that Commissioner Brown suggested aiming for the April 11th work session to get the report from the Dispute Settlement Center and develop the charge for these two task forces.

Chair Carey asked if the second task force would include those agencies which provide affordable housing and Commissioner Jacobs said yes.

Commissioner Jacobs mentioned the high school site that was cleared on New Grady Brown School Road. He said that there is no clarity on who is going to pay to replace the buffer area that was cleared. He asked that the County Commissioners see the transportation plan before it is cast in stone. With regard to the high school construction standards, he said that there is not much specificity about existing vegetation or protection of buffers. He said that it does not seem, in some cases, that local ordinances apply to school construction projects. He said that there needs to be some clarity on what ordinances are going to apply so that the government in Orange County meets the same high standards that is required of other developers. Commissioner Halkiotis and Commissioner Jacobs will meet with the Mayor of Durham City next week. They will discuss transportation, solid waste, recreation, and open space.

Commissioner Gordon announced that she is on vacation this week but would be interested in a summary of the housing summit. She said that stakeholders for the one task force should also include citizens. She made reference to the meeting with the Mayor of Durham and asked that Commissioners Jacobs and Halkiotis discuss with Durham City courtesy review of developments, especially large developments that may have implications for transportation.

Commissioner Brown said that the two task forces from the housing summit should be defined. She suggested that it be brought formally to the County Commissioners. She feels it would be a good idea to discuss affordable housing at the work session on April 11th and then decide where to go from there.

Chair Carey asked the Board if the County Commissioners want to be involved with the IFC task force regarding the relocation of the homeless shelter from downtown Chapel Hill. He said that the Town of Chapel Hill would like to reconvene this task force. The IFC is searching for land. A meeting of the task force has been scheduled for March 21st at 4:30 p.m. He thinks the Board should ask the IFC to clarify its priorities for any sites that they are considering.

Commissioner Brown asked if there was actually a group of people who went out and searched for land. Commissioner Gordon said that she would find out that information and report back to the Board.

Commissioner Gordon said that she would go to the IFC Task Force meeting on March 21st.

4. COUNTY MANAGER'S REPORT - NONE

5. RESOLUTIONS/PROCLAMATIONS - NONE

6. SPECIAL PRESENTATIONS - NONE

7. PUBLIC HEARINGS - NONE

8. ITEMS FOR DECISION-CONSENT AGENDA

A motion was made by Commissioner Jacobs, seconded by Commissioner Halkiotis to approve the item on the consent agenda as stated below:

a. CJPP Grant Proposal FY 2000-2001

The Board approved submission of the grant proposal to continue implementation of the Criminal Justice Partnership Programs (CJPP) for Orange and Chatham Counties and authorized the Chair to sign.

VOTE: UNANIMOUS

9. ITEMS FOR DECISION-REGULAR AGENDA

a. Solid Waste Matters – Greene Tract and Revisions to Interlocal Agreement

(Agenda Abstract Attached)

John Link said that at the last Board of County Commissioners' meeting, the Board discussed the interlocal agreement as it relates to the Greene Tract and the rezoning of the Greene Tract. The Board instructed the staff to continue with the analysis of the Greene Tract and, since that time, David Stancil and the Environment and Resource Conservation Department have conducted the assessment and will present the acreage on the entire tract that is best suited for parks, etc. He said that the Board also asked that the change in language of the interlocal agreement reflect that the request for rezoning of the Greene Tract was being withdrawn. Geoff Gledhill is going to speak to this.

Environment and Resource Conservation Director David Stancil said that the final report on the biological survey was received. He said that there are not many things worthy to note in terms of changes from the interim report. He showed some maps that indicated the two historic sites and the primary habitat areas that are in the northern and southeastern regions of the tract. He said that there are a number of areas that would be suitable for parks, active and low-impact recreation. As noted in the report, some of the more developable areas, the less ecologically sensitive areas, are in the west central portion of the tract. He noted two areas that would be suitable for development. He said that the group took an additional step to look at ways the entire tract could be used. He said that there are some ways to configure this tract to accommodate all uses.

Commissioner Brown asked about the location of water and sewer and County Engineer Paul Thames said that there is no sewer available in close proximity to the site at this time. The gravity sewer lines would be laid in the drainage areas that run to the northwest and southwest. However, there is no place for the lines to go in either direction. To receive sewer from the site, the sewer would have to be extended cross-country, or pump stations would have to be built. He said that the water would come along Purefoy Road.

Commissioner Jacobs asked about the dotted lines on the map and David Stancil said that these are potential roads for access to the property. He asked if David Stancil took into account the type of grading that would be required for roads and power lines.

David Stancil said that the findings were conceptual based on the typography, the lay of the land, the points of access, and the less ecologically sensitive areas.

Commissioner Brown asked if there were larger maps to show this property in relation to the adjacent property that is contiguous to this 169 acres called the Greene Tract. She also asked about the greenways that were proposed by Chapel Hill. She noted that in talking with Mayor Waldorf, Chapel Hill would like to make the two developments form a significant greenway from the Greene Tract over to Homestead Park. Commissioner Brown asked to see the area in a larger context.

Chair Carey said that he hopes that the Board can identify the most preferable 60 acres that could be transferred to the County. He would like to go ahead and identify the 60 acres as soon as possible rather than segmenting the transfer and the identification of the 60 acres.

CITIZEN COMMENTS

Mr. R. D. Smith said that the County Commissioners are in the same situation the County was in thirty years ago – no land for a landfill. Two weeks ago he was in Princeville and there was a swarm of about 2,000 blackbirds on the ground and in the trees. He wonders what the County Commissioners would do if they were faced with that many birds at one time. He wonders what other sites are under consideration for a long-term basis rather than on a short-term basis. He said that the Commissioners should be thinking long term instead of short term. He asked what would be the entrances and exits on whatever sites are chosen.

Chair Carey clarified that the 60 acres that Mr. Smith is referring to as part of the Greene Tract that would eventually be transferred to the County would not be used for burial of any waste materials.

Mr. Robert Campbell said that he sees the same thing happening now that happened in the early 70's when the landowners in the landfill area were promised that the land would eventually be turned into recreation or used for affordable housing. He feels that someone needs to make a commitment to the people in the landfill area about the safety of the water and asked when the residents would receive water. He said that his understanding was that the landfill was never tested for MTBE. He said that the wells were tested for MTBE and the newspapers received the results before the residents received the results. He spoke about the number of trucks that come down Rogers Road to the landfill. He talked about the smell from the landfill and how it gets into their homes. He suggested that the County Commissioners find another place to put the solid waste recovery facility. He said that at one time asphalt was used as a covering for the landfill. He thinks that the MTBE in the well water may have come from the asphalt that was once used.

Chair Carey clarified that the Towns and the County have already agreed that a public water system is going to be extended out to the Rogers Road community. He said that the County is going to

take over the responsibility for making sure the lines are extended. There is an 18-month timeline for this water line extension.

John Link said that from the date of the transfer of solid waste management to the County, the next day OWASA could be authorized to submit request for proposals to run the major water lines to this area. From that date, OWASA expects that those major water lines would be in the ground between 12 and 18 months. He said that the only thing outstanding was an agreement between the County and the other jurisdictions on how to fund the lateral lines.

Commissioner Jacobs said that the Board has been very clear in saying that they understand what the residents of the Rogers Road neighborhood are saying. He said that the process is taking longer than the Commissioners originally thought. He clarified that a proposed agreement from OWASA would be forthcoming within a month.

Health Director Rosemary Summers said that the wells in the Rogers Road neighborhood have been tested twice for volatile organic chemicals, including the MTBEs. The wells will be tested quarterly. The wells at the landfill have not been tested for MTBEs, but it is in discussion at this time.

Commissioner Halkiotis said that he feels it is important to get a report back indicating that it is possible that there are MTBEs coming from the landfill.

Commissioner Brown asked about CDBG grant money and the possible availability of that for the Rogers Road neighborhood.

John Link said that the staff would explore that possibility again, but as the County Commissioners recall, Orange County does not rate very high in terms of eligibility for septic or sewer systems. The chances of Orange County receiving federal funding for this are slim because of the needs of the flood victims in the eastern part of the state.

Rosemary Summers said that in reference to the reports of the well testing, there was no intentional delay. This was only a miscommunication.

Mr. Gary Carver made reference to the public hearing with Chapel Hill about the rezoning of the Greene Tract. He said that the meeting was very interesting and informative. The information was not new information, but was the same information that the citizens have been saying for years. He does not know how the County Commissioners felt about that meeting because there was not a vote. He said that the presentation tonight centered mostly on identifying which 60 acres of the Greene Tract are of interest to the County. He said that the amendment to the interlocal agreement accomplishes the same thing as rezoning the Greene Tract for a materials handling facility and he feels that this is not right. He said that one of the major complaints at the public hearing was that it was a foregone conclusion. He understands that there is no burial intended on the Greene Tract, but the other facilities that are proposed in that area are just as bad. He feels that the extension of the water lines to Rogers Road should not be tied to the effective date of the interlocal agreement because it is a continual delay. He stressed the importance of finding the source of the MTBEs in the wells.

Chair Carey said that the responsibility of constructing the water lines is tied to the effective date of the transfer of responsibility because prior to that time no one knew who was responsible. Once the responsibility of solid waste management is transferred to the County, the County will take over that function.

Commissioner Gordon said that she has a proposal for the 60 acres. She referred to the map in the packet. The 60 acres would be at the northern and northeastern part of the Greene Tract. She would hope that the 60 acres could stay undisturbed. She would also hope that the other 109 acres could be left as open space with some affordable housing. She proposed that the Board ask the staff to figure out the appropriate 60 acres.

Discussion ensued about the possible configurations of the 60 acres.

Commissioner Jacobs clarified that the 60 acres would be an asset of the solid waste operation.

Chair Carey said that it would be a solid waste asset and anything done with that property would compensate the solid waste fund.

Geoffrey Gledhill said that if nothing was done with the 60 acres, it would remain an asset of the landfill.

Commissioner Jacobs said that if Chapel Hill and Carrboro used the 109 acres as a park, he thinks that it is important for the Board to decide the portion of the 60 acres where other functions could be provided in the future (i.e., affordable housing, school site, County facilities, a MRF). He would rather protect the most sensitive 60 acres.

Commissioner Jacobs asked Commissioner Gordon that, in using part of section two (from the map), since it has limited access by road, if she perceived that as a place for other functions.

Commissioner Gordon said that it is contiguous, but first of all, this sixty acres would remain undisturbed. However, as an asset of the system, if someone in the future wanted to use it for something

else, then the area to the east is considered developable. Her preference is to leave the 60 acres undisturbed.

Chair Carey thinks that the conceptual line developed by Commissioner Gordon does preserve most options for a contiguous piece of land. He said that the Board should ask the staff to bring a more concrete recommendation back at the next meeting.

Commissioner Jacobs asked if the staff could analyze what the environmental affect would be of having any development on section two compared with section one.

Commissioner Brown wants to be sure that as much of the hardwoods as possible are included in the 60 acres.

John Link said that there should be an adequate buffer around the historic site and the County needs to exclude this buffer because it is assumed that all jurisdictions want to preserve that area.

Commissioner Gordon asked if staff could set the map in context so that the Board could see where the other green space is and the 109 acres.

A motion was made by Commissioner Gordon, seconded by Commissioner Brown to suggest that the 60 acres as defined on the map in the agenda abstract be the conceptual plan for the 60 acres, including all of the information requested by the various Commissioners.
VOTE: UNANIMOUS

REQUEST OF THE ATTORNEY TO REVISE THE INTERLOCAL AGREEMENT

Geoffrey Gledhill said that he has recommended changes as outlined in the abstract. The first change is in part one of the agreement, in the Acquired Property section. He added a section, verbatim from the letter that was written to the mayors, the language as follows: "The Parties acknowledging 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 second change was to rewrite the effective date, eliminating altogether the linkage between the effective date and the rezoning of the 60 acres of the Greene Tract, and saying that the effective date of this agreement and the County's taking over of the solid waste responsibilities in Orange County would follow the last of two events - the approval of this amendment to the interlocal agreement and the agreement on the boundaries of the 60 acres that will be transferred to the County. He linked the effective date to pay periods so it could be handled administratively.

The third change was in part five, which relates solely to the Greene Tract. Particularly, he eliminated all linkage to the rezoning of the 60-acre portion of the Greene Tract to the interlocal agreement. There is still agreement to put deed restrictions on the deed to the 60 acres, which will prohibit burial on that 60 acres. The net effect of this change is that the 60 acres will not be available under present zoning regulations for any solid waste activity that involves a structure. Also, the deed restriction would not permit any burial of solid waste on the site.

Lastly, he recommended some clean-up changes regarding the advisory board. He said that the reimbursement concept that is in the agreement relates solely to the 109 acres.

Commissioner Brown made reference to the advisory board and asked if elected officials could serve on the Solid Waste Advisory Board and she was told yes. She does not think that elected officials should be allowed to serve on the advisory board.

Commissioner Jacobs clarified that there was no provision within this proposal that would in any way presuppose that solid waste operations would take place on the 60 acres.

Commissioner Gordon questioned point number one in the effective date and asked if "governing board" was referring to the County or if it should be plural.

Geof Gledhill said that the governing board of each owner must both approve and execute the agreement.

Commissioner Gordon questioned point number four, "by amending the date in the first paragraph of Part 7" and suggested saying, "one month after the effective date of this agreement."

Commissioner Gordon made reference to the point raised by Commissioners Brown and Jacobs about having elected officials on the SWAB and said that she does not feel that an elected official should be on this advisory board.

Commissioner Jacobs suggested asking the Chair when he meets with the mayors to see if they have any objection to changing this part of the agreement to eliminate appointing elected officials to the advisory board.

Commissioner Halkiotis said that he feels that if there is any elected official on any board that wants to serve on this Board that they should be allowed to do so.

Chair Carey does not have a problem with having an elected official on the advisory board.

A motion was made by Commissioner Brown, seconded by Commissioner Jacobs to adopt the changes to the interlocal agreement and include the change regarding one month after the effective date of the agreement.
VOTE: UNANIMOUS

b. Text Amendments to Subdivision Regulations and Zoning Ordinance

Planning Director Craig Benedict made this presentation. He said that the text amendments that are being addressed in the ordinance refer directly to an item that was on the public hearing agenda on August 23, 1999 and involve the timeframe in which decisions must be made for both subdivisions and zoning. The original item that was brought before the public hearing removed all timelines for staff, Planning Board, and the County Commissioners. There were no deadlines on which decisions would have to be made. Based upon comments made at the public hearing, the staff sent notices out to the participants of the public hearing and sent additional notices out to another 20 developers and representatives in the area and met with them in October. Of the 30 notices that were sent out, only three showed up for discussion about the timelines. The staff then took the information to an ordinance review committee with the Planning Board to discuss the timelines. As the proposal came forward to the Planning Board, there were guidelines placed on the decision process for the staff and the Planning Board. One of the differences is that if a decision is not made within the timeframes, the item is considered approved without conditions. He said that the amendments now state that the item still moves forward, but with the original staff recommendations and the minutes of the meetings of the Planning Board explaining why a decision could not be made within the time period. The item must be heard by the County Commissioners within 90 days after the Planning Board hears it. The County Commissioners are allowed to table the item for a "reasonable amount of time." In addition, the language for an appeal has been modified to give a 15-day period of time for an appeal.

Commissioner Brown clarified that the "reasonable amount of time" was not allowing the Board to put off the decision, but to ask legitimate questions and actually work on making a decision.

Craig Benedict pointed out that the Planning Board recommends that after the item is placed on the Board of County Commissioners' agenda, the decision is to be made within 60 days. This is on the last page of the agenda abstract. This is not his recommendation, but the recommendation of the Planning Board.

Commissioner Jacobs thanked the staff for giving the Board three proposals. He suggested that on the bottom of page 30 the wording should be clarified to say, "during deliberations and consideration of the application, the Board may defer consideration at any point to pursue additional analysis and review." Also, on page 27, section 4, the wording could be clarified to say, "The Planning Department shall notify the applicant of its action in writing."

Commissioner Jacobs said that he does not agree with the Planning Board about having a 60-day deadline on the Board's decision. He made reference to the appeal of the preliminary plan of minor subdivisions and said that the Planning Board is saying that it should come back to them and the administration is saying that it should come back to the Board of County Commissioners. He asked if there was a difference between matters of interpretation of the subdivision regulations and policy issues related to the subdivision regulations. He does not think that the County Commissioners need to be involved in the appeal process unless it is a policy issue.

Geoffrey Gledhill said that most of the appeals have to do with public versus private roads. Since staff is in tune with the County Commissioners on that issue, rarely is the staff denying a private road where it is justified under the regulations. He clarified that the Planning Board's role is as an advisory board and not a decision-making body.

Commissioner Gordon asked if something is referred to the County Commissioners without a Planning Board recommendation would it be reasonable to refer it back to the Planning Board. Geoffrey Gledhill said that it would be reasonable. On page 33, section 30, about the application being sent by certified mail, she feels it should be left as certified mail so there is a receipt indicating that the application was sent. The Board agreed that the application should be sent by certified mail.

Craig Benedict said that the staff has reviewed some of the State laws on advertising and they are suggesting, as they go through the comprehensive plan in the future, that there will be some very thorough and elaborate advertising guidelines. He would like to find other means of communication (i.e., internet, newspaper, etc.). He said that he would move the statement back to certified mail.

Commissioner Brown feels it is important that the citizens are well served by these revisions. She would like to see something come back to the Board about public notification of development. She is concerned that there is not enough time for citizens to respond to development proposals. She made reference to section nine and asked why the concept plan was extended from one year to two years.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: March 14, 2000

Action Agenda Item No. 9-a

SUBJECT: Solid Waste Matters – Greene Tract and Amendments to Solid Waste Interlocal Agreement

DEPARTMENT: Manager/ERCD/Planning Attorney

PUBLIC HEARING: (Y/N) No

ATTACHMENT(S):
3/9/00 Staff Review Memo
Proposed "Agreement to Amend the Agreement for Solid Waste"

Consultant Report on Biological Resources Survey *(to be distributed prior to 3/14 meeting under separate cover)*

INFORMATION CONTACT:
Rod Visser, ext 2300; David Stancil, ext 2590; Craig Benedict, ext 2592; Geof Gledhill; 732-2196

TELEPHONE NUMBERS:

Hillsborough	**732-8181**
Chapel Hill	**968-4501**
Durham	**688-7331**
Mebane	**336-227-2031**

PURPOSE: To discuss the transfer of a 60-acre portion of the Greene Tract to Orange County ownership, and to discuss possible changes to the interlocal agreement governing the future management of solid waste in Orange County.

BACKGROUND: In September 1999, Orange County and the Towns of Carrboro and Chapel Hill culminated a lengthy process of negotiation regarding solid waste management. That process resulted in the signing by the three parties of an interlocal agreement under which Orange County will exercise overall responsibility for the future management of solid waste in Orange County. One of the provisions of that agreement included the rezoning of a 60-acre portion of the Greene Tract to make permissible, under zoning regulations, certain solid waste management activities. The Board of Commissioners at their February 29 meeting decided to withdraw the request for that rezoning, and directed the Manager and Attorney to develop suggested changes to the approved interlocal agreement that would be needed as a result of that decision. The target date for assumption by the County of overall solid waste management authority was adjusted from March 20 to April 17, 2000. The additional time was intended to allow the parties to agree to amendments to the interlocal agreement and on the exact delineation of the 60-acre portion of the Greene Tract.

The Board commissioned two surveys of the entire Greene Tract to inform the decision about which 60 acres should be transferred to the County. A final report on the cultural/ archaeological resources on the property, and an interim report on the biological/environmental resources, were considered by the Board in their February 29 deliberations. The final

consultant's report on the biological/environmental resources will be provided under separate cover to the Board prior to this March 14 meeting. Staff from the Environment and Resource Conservation Department have prepared an assessment of the Greene Tract and the two surveys that analyzes which 60-acre portion of the property might be most appropriate for a variety of potential uses.

The County Attorney has also drafted an agreement that would amend the adopted interlocal agreement on solid waste management to reflect changes needed because of the Board's decisions regarding the previously contemplated Greene Tract rezoning, and other related matters. The Board may wish to discuss both the 60-acre designation and suggested changes to the interlocal agreement, and forward recommendations on these two topics to the municipal governing boards for their consideration and approval.

FINANCIAL IMPACT: There is no direct financial impact associated with the discussion of the Greene Tract survey reports and proposed changes to the solid waste management interlocal agreement.

RECOMMENDATION(S): The Manager recommends that the Board review and discuss the assessment of possible uses for a 60-acre portion of the Greene Tract, and the proposed amendments to the interlocal agreement; provide appropriate direction to the Manager, Attorney, and staff; and communicate their proposals regarding these matters to the three municipal governing boards.

ORANGE COUNTY
ENVIRONMENT AND RESOURCE CONSERVATION DEPARTMENT

MEMORANDUM

To: John Link, County Manager

From: David Stancil, Environment and Resource Conservation Director
Craig Benedict, Planning Director

Date: March 9, 2000

Re: Review of the Greene Tract for Potential Uses

To follow-up on the Board of Commissioners discussion of the Greene tract biological and cultural resource surveys last week, we have prepared a quick analysis of the Greene tract for three different categories of uses to see which 60 acre portions of the property might be most appropriate.

It is important to note that the Biological Resources Survey for the property remains incomplete, with no further information available at this time. Staff's evaluation is based on the incomplete evaluation and the best available resource information in our database.

General Implications of Survey Results to Date

While one of the surveys remains incomplete at this time, it is apparent that there are two primary implications that can be drawn:

1. The cultural survey has identified two sites that may qualify for the National Register of Historic Places. Any land disturbing or human activities should attempt to avoid these sites and their immediate environs, for possible future archaeological work. (These sites are shown on the map in a circular area identified with an "H").

2. The biological resource survey appears to indicate that the mesic oak (i.e., dry or uplands oak) and mixed hardwood forest in the northern portion of the Greene tract is more likely to host the greater variety of species, and as such might be seen as the most significant biological resource on site. The potential wetlands and mixed hardwood forest in the southeastern portion of the site are also worthy of note.

With these primary implications in the mind, the following sections summarize in a general way where the "best" or most appropriate 60-acres on this property might be for three categories of potential land uses. It should be noted that this is a cursory review, and that a more-definitive analysis would require a more detailed and in-depth assessment of the property. In some cases, the sectors of the site that are identified do not equal 60 acres. We have completed the assessment with an idea for a conceptual plan that might accommodate all of these uses on the Greene tract.

A. Evaluation for Preservation as a Natural Area

If the primary intent is to preserve the most significant 60 acres from a natural area/wildlife habitat perspective, there are likely two areas of focus. First, an area of roughly 30 acres in the north-central portion of the site (sector 1 on the attached map) contains mesic oak and mixed hardwood forest that is more likely to harbor diverse species. There is another area of 10 acres to the southeast (sector 4) that contains mixed hardwoods of note. These areas are generally shown on the attached concept map as sectors 1 and 4. A third 10-acre area of mixed hardwood forest is also found within sector 2 (labeled as "DMO" on the map), but it is somewhat more isolated.

It is again important to note that this is based on an incomplete biological resources survey. New results on wetland delineation and bottomland hardwoods could alter this evaluation.

B. Evaluation for Use as a Park with Active Recreation Facilities

In looking at the Greene tract for active recreation facility sites (playing fields, restrooms, picnic shelters), the best location for an area of roughly 60 acres would be in the west-central portion of the site, away from the cultural resources, streams and hardwood forests. This is primarily an area of pines and sparse tree cover – and recreation areas could be placed with easy access to the residential area to the west, or buffered from that area if desired. This area is shown on the attached map as the portion of sector 2, west of the potential historic site. However, this area is only 25 acres in itself. Adjacent portions of sector 3 could also be used for recreation fields to fulfill a 60-acre portion.

C. Evaluation for Land Disturbance and Building

Generally speaking, the best areas for development activities -- whether they be for affordable housing, government buildings or a materials transfer station -- would be the eastern, southwest and east-central portions of the site. Access will be a determining factor for where any development activity should be located. For example, a materials transfer facility might be located along the rail line in the east and east-central portions (sector 2, east and north of the potential historic site), while affordable housing and government buildings could also be accommodated in the southwest, east-central and the extreme southern portion of the site. More-specifically, this latter area would be that listed above for potential recreation (sector 2 west of the potential historic site and sector 3), as well as sector 5 on the map (taking care to avoid the potential wetlands by staying north and south of this feature). All of these portions together comprise more than 60 acres, with 35 acres in the east-central portion of sector 2, a total of 25 acres in sector 3, and 25 acres in sector 5.

Access will be a key issue for any development of the property. Access from the north may be important for a materials transfer station, and that access may need to come via the Neville tract to the northwest. Access to areas potentially suitable for affordable housing, recreation or other developed uses may need to come from the south and/or west.

It should be noted that any development activity on the property would be subject to title issues and restrictive covenants that may exist or be placed on the property.

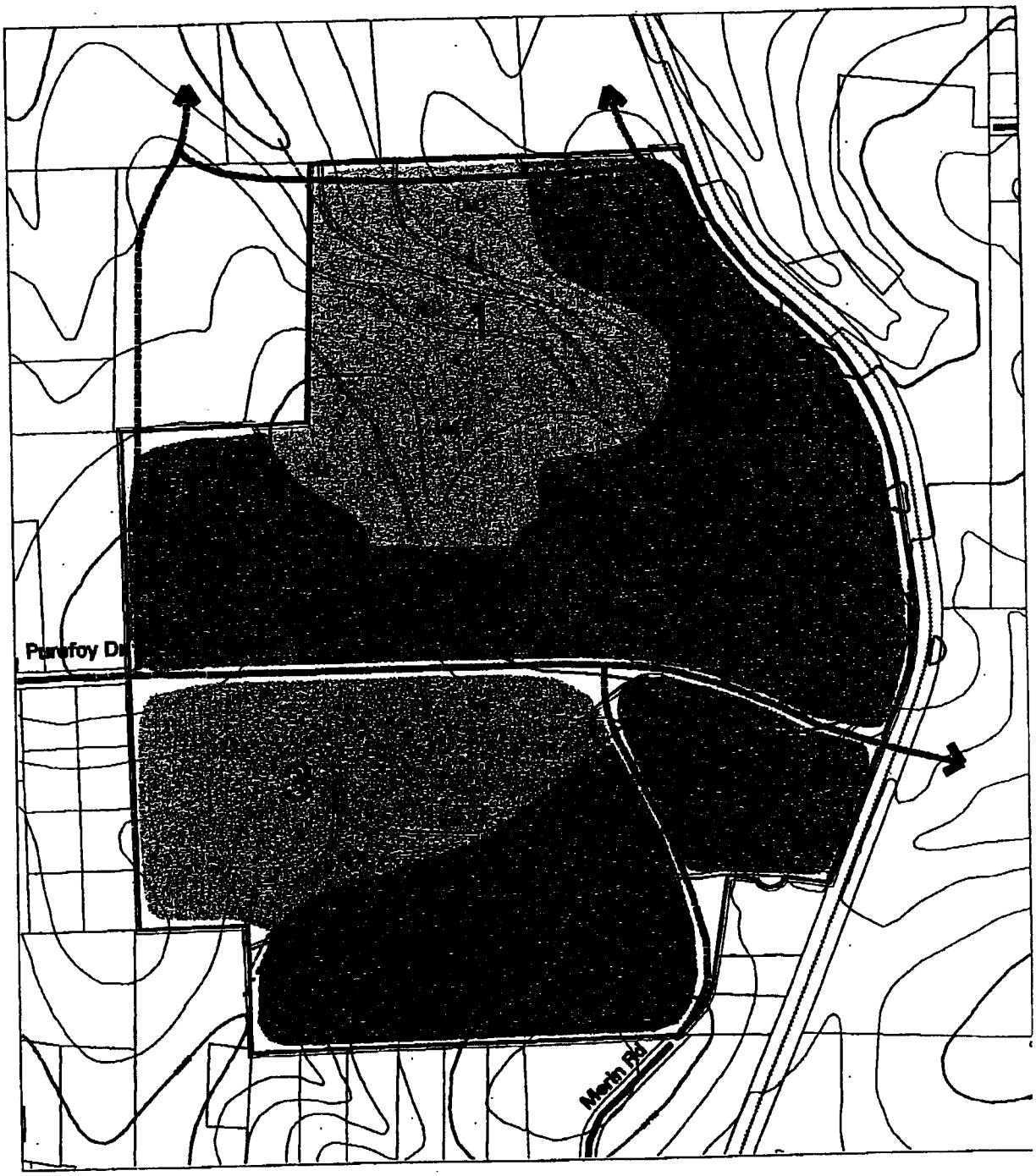
Overall Conceptual Plan

In looking at these individual options on the site, ERCD and Planning staff noticed that while there is overlap in the areas above (recreation and developable areas, for example), there may be ways to use the property that are not mutually-exclusive. If access issues can be resolved, it might be possible to do all of the following on the Greene tract (with the cooperation of all ownership entities):

- ✓ preserve 40 acres of the prime hardwood forest (sectors 1 and 4),
- ✓ protect the potential historic sites,
- ✓ locate a 25 acre active recreation facility (the western portion of sector 2),
- ✓ reserve around 35 acres with rail line access for a transfer station (sector 2 north and east of the potential historic site), and
- ✓ locate a 25-acre affordable housing site and another 25 acres for government buildings or other developed uses (sectors 3 and 5).

The conceptual plan that staffs worked up for accommodation of all uses is shown on the attached map.

Greene Tract Area



Scale: 1 = 600'

Legend:

- N Greene Tract (169 acres)
- N Proposed roads (5 acres)
- Trail
- N Contour lines
- N Streams
- N Tree type (e.g. MMH...)
- (H) Potential historic site

Parcels	-	Acreage
1	-	31 acres
2	-	60 acres
3	-	25 acres
4	-	10 acres
5	-	25 acres
Buffers	-	13 acres

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 and the execution of this Agreement to Amend 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 amending the date in the first paragraph of Part 7 to read _____.

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.

_____
Date Approved by
Governing Board

ATTEST: **(SEAL)** **ORANGE COUNTY, NORTH CAROLINA**

_____ By: _____
Clerk, Board of Commissioners Chair, Board of Commissioners

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 2000.
[SEAL]

_____
Notary Public

My commission expires: _____

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.

_____
Date Approved by
Governing Board

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

_____ By: _____
Town Clerk Mayor

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

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.

_____
Date Approved by
Governing Board

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

_____ By:_____
Town Clerk Mayor

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

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.

_____
Date Approved by
Governing Board

ATTEST: **(SEAL)** **TOWN OF HILLSBOROUGH, NORTH CAROLINA**

_____ By: _____
Town Clerk Mayor

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, a Notary Public of such County and State, certify that _____ and _____ 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 _____ day of _____, 1999.
[SEAL]

_____
Notary Public

My commission expires: _____

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been found so the kids could play this season. She is sorry that it is not closer to the neighborhood but it sounds like a satisfactory solution.

A motion was made by Commissioner Brown, seconded by Commissioner Gordon to direct the staff to take the following next steps to secure playing and practice fields for the Fairview Youth Baseball group:

- Develop a formal arrangement with the Orange County Schools for use of the Hillsborough Elementary and Orange High School fields for the FYB this summer.
- Instruct the Recreation and Parks Department to prepare the Hillsborough Elementary School site for use (skimming of the infield area).
- Develop a basic agreement between FYB and the County for use of these fields under County's auspices and transportation to the fields.
- Instruct Recreation and Parks to develop, as soon as possible, a schedule of activities with the FYB for use of these fields.
- Instruct staff to make arrangements with Orange Public Transportation for getting the FYB players to the fields at scheduled times, where practical.

VOTE: UNANIMOUS

b. Greene Tract – Identification of 60-acre Area

The Board considered identifying a 60-acre portion of the Greene tract to be transferred to the County in accordance with the proposed interlocal "Agreement to Amend the Agreement for Solid Waste."

David Stancil made reference to the map in the agenda and explained the surrounding areas on the map. He pointed out that the map shows the open space areas that surround the Greene Tract in a larger context. He explained some of the alternatives for the identification of the 60-acre area of the Greene Tract. He made reference to a map and said that it was the conceptual area that was generally agreed to at the Board's March 14th meeting. This encompasses the northern and eastern portions of the property. The area to the east of the existing Duke Power easement would be excluded.

Commissioner Gordon said that this was not the conceptual plan that the Board approved.

David Stancil said that some modifications were made to make the area fit to 60 acres.

Alternative #1:

This alternative addresses the issue of access to the rail line. In this alternative, there would be 600 feet of frontage along the rail line to the southeast. Some of the property along the potential historic site has been traded for access to the rail line.

Alternative #2:

This alternative addresses the potential for maximizing more areas that could be used for development with less of an emphasis on preserving ecologically sensitive areas. He pointed out the areas that would have pines and hardwoods.

Alternative #3:

This alternative addresses the potential for wildlife corridors on the property. The areas inside the heavy boundary would be areas that could accommodate wildlife corridors.

David Stancil summarized the handout on buffers, erosion control, and drainage patterns.

Commissioner Brown said that the Greene Tract has always been a place that needed to be preserved. She feels that Orange County should build on Chapel Hill's resolution in preserving the Greene Tract. She said that alternative #3 is interesting because it shows the wildlife corridor. She said that in considering the wildlife corridor, the areas of hardwoods that need to be preserved, and the headwaters of the three creeks, it is going to take a joint effort to preserve the Greene Tract. She feels the Board's preliminary selection last week was a good first attempt for Orange County to take responsibility to protect the northern part of hardwood forests and the two creeks towards the north, and then join with Chapel Hill to preserve the other sensitive areas. There is also a possibility of having some acreage on the Purefoy Road side for affordable housing. She suggests that the County go with the original plan adopted last week adjusting for the wildlife corridor. She also suggests that Orange County work with Chapel Hill and Carrboro to preserve the entire Greene Tract.

Commissioner Jacobs asked about the disposition of the Neville Tract after it has been excavated.

Gayle Wilson said that the site would be relatively flat, draining toward the sedimentation basin. He said that Mrs. Nunn was not interested in bringing it back to its original elevation with inert materials, so it will remain relatively flat. The main concern is erosion control. There will be restrictions on its use related only to solid waste. There are some buffers around the perimeter of the tract.

Commissioner Jacobs said that he is totally supportive of protecting as much open space as possible. He has concerns about road access. He said that it was his understanding that the 60 acres were needed as an asset of the solid waste operation. If the County is going to choose the 60 acres that is most desirable to protect, then he does not see how it is an asset of the solid waste operation.

Commissioner Gordon responded to Commissioner Jacobs and said that whatever entity took over the management of solid waste needed some assets in order to offset the cost of managing solid waste. Since it is an

internal transaction, as long as the County has the asset, it is not quite so important as to which pocket the money is coming from.

Chair Carey said that the 60 acres would be a solid waste asset and if it were used for another purpose the appropriate transfer would have to be made to the landfill fund.

Commissioner Jacobs feels the County needs to leave some ability to do something other than protect the 60 acres for future Commissioners. He said that if the 60 acres were going to be put in open space permanently, Orange County would need to do it with the understanding that they would pay the solid waste operation for the land.

Commissioner Halkiotis feels that the County has already lost the possibility of interconnecting three tracts of land and looking at the possibility of establishing a mega-park. He made reference to a letter that was in the Chapel Hill Herald today that suggested that the County sell the Greene Tract and put the money in the landfill fund. He thinks there is an opportunity to make a statement for the future and keep the best piece of land as an asset and then figure out what is in the best interest of the citizens.

Commissioner Gordon said that she prefers alternative #1. She said that her vision for the Greene Tract is that it would remain undisturbed. She proposed that the County pursue obtaining contiguous property. She wants the County to be interested in delineating the natural areas. She indicated on the map the location of the natural areas. She said that theoretically the land is an asset of the landfill. She asked about the Duke Power restrictions on the easement. She also asked how much land the County would need to have access to the railroad. She said that her vision for the Greene Tract is that it would be mainly open space. She would like the staff to research what the restrictive covenants are for the residences, what the Greene Tract buffers mean, and what would the other jurisdictions do with the property adjacent to the railroad tracks.

Chair Carey feels that alternative one does provide some potential for the area for both development and protection. He feels that because the 60 acres is an asset of the system that some opportunities should be preserved for it to be used for developable purposes.

Commissioner Gordon asked how much is designated along the railroad and David Stancil said between 500-600 feet. She asked what it could be used for and John Link said that he would think that any structure would be accommodated. She suggested having an alternative access in the northern part of the tract where the Duke Power easement would not have to be crossed.

Geoffrey Gledhill said that someone could be employed to determine the needs of access to the railroad. He said that since there are so many unknowns associated with the railroad, the County should focus on physically making a connection to the railroad right-of-way.

Chair Carey said that the County could exclude a right-of-way from the 60 acres and negotiate with the towns for using it for that purpose as a part of the 109 acres without having to assume responsibility for it as an asset.

Chair Carey supports alternative #1 because it provides maximum flexibility for the use of this property.

Commissioner Gordon asked about the buffers from the Neville Tract.

Gayle Wilson said that in changing the Neville Tract to allow excavation of soil, the Town required a buffer. The landfill required a certain amount of soil to come off the property, and it was determined that since most of the property would have to be used for soil excavation, that the buffer was placed on the adjacent property, which was the Greene Tract.

A motion was made by Commissioner Brown, seconded by Commissioner Jacobs to adopt alternative #1 and send on to Chapel Hill the following: 1) the wildlife corridor map, showing and highlighting the various natural areas with an explanation; 2) the goldenrod sheet showing the drainage pattern and what it means in terms of a natural area being the headwaters of the creeks; and 3) a statement of support of Chapel Hill's resolution to maintain the Greene Tract in a natural state to the greatest extent possible, since there has been a mention of affordable housing. The County's intent is to preserve the property in its natural state and build on the support of the Chapel Hill resolution.

VOTE: UNANIMOUS

Chair Carey will circulate the letter to the other Commissioners before it is sent to Chapel Hill.

With regard to the resolution added to the agenda, Geoffrey Gledhill said that the application for rezoning is still out there and pending and it will be processed if there is no formal action to withdraw the application for the rezoning. By this resolution, Orange County as an owner of the property will withdraw their support for rezoning the Greene Tract.

A motion was made by Commissioner Jacobs, seconded by Commissioner Halkiotis to withdraw Orange County's support of the rezoning request of the Greene Tract.

VOTE: UNANIMOUS

c. **Adoption of County Capital Project Ordinances**

The Board was to consider adoption of capital project ordinances for projects included in the 1999-2009 Capital Investment Plan. This item was postponed to the March 23, 2000 work session.

→ May 1, 2002

d. **Affirmation of Process for Resolving the Disposition of the Greene Tract**

The Board considered adopting a resolution affirming the general process by which Orange County and the Towns of Carrboro and Chapel Hill will resolve the disposition of the remaining 109 acres of the Greene Tract.

John Link said that this item was discussed at the April 25th work session and that there were specific recommendations that have been addressed in this latest draft. The recommendations include that the work group should be limited to two elected officials from each of the three governing boards and that there would be a more definitive decision by the Board as to what would be included as the general uses.

Commissioner Gordon made reference to the magnitude of the process and said that it would probably be October-December before the completion of the work group.

Commissioner Brown would like to add to the "Now, Therefore" statement as follows: "The consideration of the uses are to be based on environmental and historical assessment reports." She made reference to page 12 and said that these were the last agreements that we had with all the jurisdictions with regard to environmental and historical issues.

Commissioner Brown would also not like to be pinned down to just affordable housing, school sites, and non-solid waste public purposes. She would like to consider these uses, but not be limited to them.

Commissioner Jacobs agreed that the resolution should be as non-binding as possible in regards to the consideration of uses within the Greene Tract.

Commissioner Carey feels we should leave affordable housing as one of the possible uses in the resolution. He does not feel that everyone considers affordable housing as a public purpose. Also, open space is an appropriate use for this property. He agrees with keeping the tight schedule so that this issue gets resolved in a timely manner.

Commissioner Gordon agreed with the issue of the environmental and historical assessment reports. She feels that the uses as identified should remain in the resolution. She does not have a problem with the target dates as long as there is some flexibility. She feels we should include in our transmittal the letter on page 11 along with the three maps and to also include the text of "The Agreement to Amend the Agreement" and the reimbursement amount.

A motion was made by Commissioner Brown, seconded by Commissioner Jacobs to approve and authorize the Chair to sign the resolution as stated below, including the statement, "Now, therefore, the Orange County Board of Commissioners does hereby affirm the consideration of the Greene Tract for open space, affordable housing, school sites, and non-solid waste public purposes. Also, the top bullet should say, "Consideration of the uses to be based on the environmental and historical assessment reports." Also, the transmittal will include the letter on page 11, the maps, The Agreement to Amend the Agreement (pp. 5-8), and the reimbursement amount on page 10.

A RESOLUTION AFFIRMING A PROCESS FOR RESOLVING THE DISPOSITION OF THE REMAINING 109 ACRES OF THE GREENE TRACT

WHEREAS, Orange County and the Towns of Carrboro and Chapel Hill acquired the 169-acre 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 remaining 109 acres of the Greene Tract; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the Orange County Board of Commissioners does hereby affirm *the consideration* of the Greene Tract for open space, affordable housing, school sites, and non-solid waste public purposes; and

BE IT FURTHER RESOLVED THAT the Orange County Board of Commissioners does hereby affirm the following points as the process to be pursued jointly with the Towns of Carrboro and Chapel Hill to resolve the disposition of the remaining 109 acres of the Greene Tract:

- All three governing boards adopt a formal resolution affirming the general proposed uses of the property they would be willing to consider
- Consideration of uses should be based on the cultural and biological resources assessment reports that were produced regarding this property
- Jointly appoint a working group comprised of two elected officials from each of the three entities
- Each Manager assigns specific staff to support the work group in planning different options, consistent with the general direction from the three governing boards
- Hold a public forum on the general uses affirmed by the three governing boards during the early part of the process
- Consider the use of consultants to assist in developing a realistic site analysis and preliminary land use plan
- Refer the options developed to each of the three jurisdictions' Planning Boards for comment
- Try to develop options that provide as much specificity as possible (e.g. roadbeds, utility lines, drainage, building footprints, buffers, etc)
- Target completion of the work group recommendations during September -October 2001
- Target reaching agreement among all three governing boards on the disposition of the remaining 109 acres between October – December 2001

This, the 1st day of May 2001.

VOTE: UNANIMOUS

Commissioner Carey and Commissioner Brown volunteered to serve on this work group.

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e. Drinking Water Week

The Board considered proclaiming May 6-12 as Drinking Water Week.

Chair Halkiotis said that there would be a historic meeting on May 15th where the County Manager, the Chair, the Vice-Chair, the County Engineer, and the County Attorney will travel to the Orange-Alamance Water headquarters. This was finalized yesterday.

A motion was made by Commissioner Gordon, seconded by Commissioner Jacobs to approve and authorize the Chair to sign the proclamation as stated below:

Commissioner Brown said that the Commissioners all appreciate OWASA's efforts over the years to protect the drinking water supply in Orange County.

PROCLAMATION
DRINKING WATER WEEK
IN
ORANGE COUNTY

WHEREAS, water is one of the few basic and essential needs of human-kind; and,

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: May 1, 2001

Action Agenda Item No. 5-d

SUBJECT: Affirmation of Process for Resolving the Disposition of the Greene Tract

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N) No

ATTACHMENT(S):
- Draft Resolution
- Agreement to Amend the September 1999 Solid Waste Agreement
- Potential Framework for Determining the Disposition of the Greene Tract
- Definition of "Reimbursement Amount"
- 3/24/00 BOCC Letter to Town of Chapel Hill
- **(Topic Discussed at 4/25/01 Work Session)**

INFORMATION CONTACT:
John Link or Rod Visser, ext 2300

TELEPHONE NUMBERS:

Hillsborough	**732-8181**
Chapel Hill	**968-4501**
Durham	**688-7331**
Mebane	**336-227-2031**

PURPOSE: To consider adopting a resolution affirming the general process to be used by Orange County and the Towns of Carrboro and Chapel Hill to resolve the disposition of the remaining 109 acres of the Greene Tract.

BACKGROUND: The solid waste management interlocal agreement signed by the County and Towns in September 1999 and amended in March 2000 lays out parameters under which the Greene Tract owners will resolve the ultimate disposition of the 109 acres of that parcel that remain in joint ownership. The agreement also addresses how the Solid Waste/Landfill Operations Enterprise Fund is to be reimbursed if the property is put to uses that are not related to the solid waste enterprise. The agreement anticipates that the Greene Tract owners will reach agreement on the disposition of the property during a bargaining period that would conclude on April 17, 2002 (the two year anniversary of the effective date upon which Orange County assumed overall responsibility for solid waste management in Orange County).

In preparation for the April 19, 2001 Assembly of Governments meeting, the County and Town Managers collaborated to prepare a potential framework for resolving the disposition of the Greene Tract. There was insufficient time for the governing boards to discuss the topic at that meeting, but the item was carried forward for BOCC discussion at their April 25 work session. The BOCC felt that the work group should be limited to two elected officials from each of the three governing boards, as members of all three boards are already well familiar with the issues involved with the Greene Tract. The BOCC also discussed accelerating the timetable for completion of the process. The Board discussed, but did not reach a conclusion, on whether, in addition to "open space" the general uses cited for the Greene Tract should include "affordable housing" and "schools", or a designation such as "non-solid waste public purposes".

Staff have prepared a draft resolution for the Board to review, modify, and adopt at the May 1 regular meeting. After the BOCC adopts the resolution, it will be forwarded to the Towns of Carrboro and Chapel Hill so their governing boards can consider formal adoption of similar resolutions.

FINANCIAL IMPACT: There is no financial impact associated with the discussion of this resolution. However, the County and Towns will be obliged to reimburse the Landfill Fund for the original 1984 purchase price of $608,000, plus interest, if the Greene Tract is used for purposes other than those of the solid waste system.

RECOMMENDATION(S): The Manager recommends that the Board adopt the resolution and appoint two Commissioners to serve on the short-term work group with elected representatives of the Towns of Carrboro and Chapel Hill.

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ORANGE COUNTY BOARD OF COMMISSIONERS

A RESOLUTION AFFIRMING A PROCESS FOR RESOLVING THE DISPOSITION OF THE REMAINING 109 ACRES OF THE GREENE TRACT

WHEREAS, Orange County and the Towns of Carrboro and Chapel Hill acquired the 169 acre 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 remaining 109 acres of the Greene Tract; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the Orange County Board of Commissioners does hereby affirm the general intended uses of the Greene Tract to include **open space, affordable housing, school sites, non-solid waste public purposes** *(note: BOCC to identify which of these uses are included in the approved resolution)*; and,

BE IT FURTHER RESOLVED THAT the Orange County Board of Commissioners does hereby affirm the following points as the process to be pursued jointly with the Towns of Carrboro and Chapel Hill to resolve the disposition of the remaining 109 acres of the Greene Tract:

- All three governing boards adopt a formal resolution affirming the general proposed uses of the property
- Jointly appoint a working group comprised of two elected officials from each of the three entities
- Each Manager assigns specific staff to support the work group in planning different options, consistent with the general direction from the three governing boards
- Hold a public forum on the general uses affirmed by the three governing boards during the early part of the process
- Consider the use of consultants to assist in developing a realistic site analysis and preliminary land use plan

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- Refer the options developed to each of the three jurisdictions' Planning Boards for comment
- Try to develop options that provide as much specificity as possible (e.g. roadbeds, utility lines, drainage, building footprints, buffers, etc)
- Target completion of the work group recommendations during September - October 2001
- Target reaching agreement among all three governing boards on the disposition of the remaining 109 acres between October – December 2001

This, the 1st day of May, 2001.

Stephen H. Halkiotis
Chair

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: ORANGE COUNTY, NORTH CAROLINA

Beverly B. Blythe
Clerk, Board of Commissioners

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 B. 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

LISA S. GAMMON NOTARY PUBLIC ORANGE COUNTY, NC

DRAFT

April 2001

A POTENTIAL FRAMEWORK FOR DETERMINING THE DISPOSITION OF THE REMAINING 109 ACRES OF THE GREENE TRACT

One element of the interlocal agreement on solid waste management consummated in September 1999 was the transfer of 60 acres of the Greene Tract (owned jointly by Orange County and the Towns of Carrboro and Chapel Hill) to Orange County as a condition for the County's assumption of overall solid waste management in Orange County. The interlocal agreement established parameters that would impact the manner and terms under which some or all of the partners might divest themselves of their respective interests in the remaining 109 acres of the Greene Tract. Further, the agreement established a timeframe for the partners to try to resolve the ultimate disposition of the remaining property – within two years of the County's assumption of responsibility – by April 2002.

The following suggested process for resolving the Greene Tract disposition was developed largely on the basis of discussion in late November 2000 between Chair Moses Carey of the Orange County Board of Commissioners, Mayor Mike Nelson of Carrboro, and Mayor Rosemary Waldorf of Chapel Hill. General uses discussed for some portion of the property include open space, affordable housing, and school sites. The suggestion was made that all partners specifically indicate the intent not to use any portion of the remaining 109 acres of the Greene Tract for solid waste purposes.

- All three governing boards adopt a formal resolution affirming the general proposed uses of the property, as mentioned above, and the proposed process
- Jointly appoint a working group comprised of two elected officials and the Planning Board chair and vice-chair from each of the three entities - large enough to develop diverse options while small enough to work efficiently
- Each Manager assigns specific staff to support the work group in planning different options, consistent with the general direction from the three governing boards
- Include plans to hold a public forum on the general uses affirmed by the three governing boards during the early part of the process
- Consider the use of consultants to assist in developing a realistic site analysis and preliminary land use plan
- Refer the options developed to each of the three jurisdictions' Planning Boards for comment
- Try to develop options that provide as much specificity as possible (e.g. roadbeds, utility lines, drainage, building footprints, buffers, etc) – this is an area where consultant expertise could be most helpful
- Target completion of the work group recommendations by October 2001
- Target reaching agreement among all three governing boards on the disposition of the remaining 109 acres between February – April 2002

"*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.

ORANGE COUNTY COMMISSIONERS
P.O. BOX 8181
200 S. CAMERON STREET
HILLSBOROUGH, N.C. 27278

March 24, 2000

The Honorable Rosemary Waldorf, Mayor
Town of Chapel Hill
306 N. Columbia Street
Chapel Hill, NC 27514

Dear Rosemary:

At our meeting on March 21, 2000, the Orange County Board of Commissioners completed discussions on the recent biological and cultural surveys of the Greene tract, and reached a conclusion on the 60 acres of the tract to be transferred to the County under the proposed interlocal solid waste agreement. Previously, at our meeting on March 14, 2000, the Board of Commissioners approved an amendment to that agreement that removed rezoning of a 60-acre portion of the Greene Tract as a condition for transfer of solid waste management responsibility to the County. In addition, at the regular meeting on March 21, 2000, the Board unanimously approved a resolution "to withdraw Orange County's support for the rezoning request" for the Greene tract. The minutes of the meeting will reflect this action, and County Attorney Geoffrey Gledhill has determined that this action is sufficient to document the County's position on this matter.

With our actions on these issues, we have tried to maintain the momentum that we have all worked so hard to achieve during the past year towards completing the reorganization of the solid waste management structure in Orange County. Our target now for the handover of solid waste responsibility is Monday, April 17. In order to meet that timeline under the provisions of the amendment to the interlocal agreement we have approved, there would also need to be agreement from the governing boards of Carrboro and Chapel Hill by March 31 to the delineation of 60 acres of the Greene Tract and to the interlocal agreement amendment. As we understand it, these are the only remaining policy decisions needed to complete the transfer from the Town of Chapel Hill to Orange County. The reason for the lag between final decisions by the three governing boards and the effective date of the transfer is that County staff will need at least one full two-week pay period to arrange pay and benefits enrollment, and to carry out related administrative actions necessary to transfer the Solid Waste Department staff from Chapel Hill to Orange County employment. If either or both the municipal governing boards are unable to reach agreement with the County on the 60-acre designation and the amendment to the interlocal agreement by March 31, then we will revise the target date for handover to the start of the subsequent County pay period, which is May 1.

With regard to the 60-acre Greene Tract designation, Map 1 (attached) shows the area that Orange County would like to have transferred to County ownership. This area was selected after considerable discussion and review of site characteristics, and offers an opportunity to preserve

important hardwood forest areas on the tract while also providing for possible rail line access to the southeast. It is the intent of the current Board of Commissioners that this sixty acres remain undisturbed.

We have also attached two additional maps showing the general location of the most significant biological areas from the Biological Resources Survey (Map 2) and a map illustrating the potential for wildlife corridors on the property (Map 3).

In taking this action, the Board agreed by unanimous motion on two components of its vision for the entire Greene tract:

- When we decide the uses of the Greene tract, we should consider its strategic location in many contexts – especially in terms of open space to the north (Duke Forest) and greenways and parks to the south (Booker Creek Greenway/Homestead Park and Bolin Creek Greenway) – and try to integrate the tract with the surrounding wildlife corridors, parks, and other open space.

- Based on the Triangle Land Conservancy inventory and the Wildlife Corridor Study, and in concurrence with the Town of Chapel Hill's resolution on parkland preservation for the Greene tract, the total tract should be preserved as open space and protected to the greatest extent possible. That includes preservation of the important natural areas, especially significant hardwood forest areas. These areas contain the most suitable areas for potential habitat, and include both upland and bottomland hardwood forests. Furthermore, the Greene tract is the headwaters of the Bolin Creek, Booker Creek, and New Hope Creek (Old Field Creek) basins.

Please feel free to contact me or County staff if you have any questions. We look forward to completing the actions needed for the County to assume solid waste management responsibility, and to collaborating with you soon in discussions about the future disposition of the remainder of the Greene tract.

Sincerely,

Moses

Moses Carey, Jr.
Chair, Orange County Commissioners

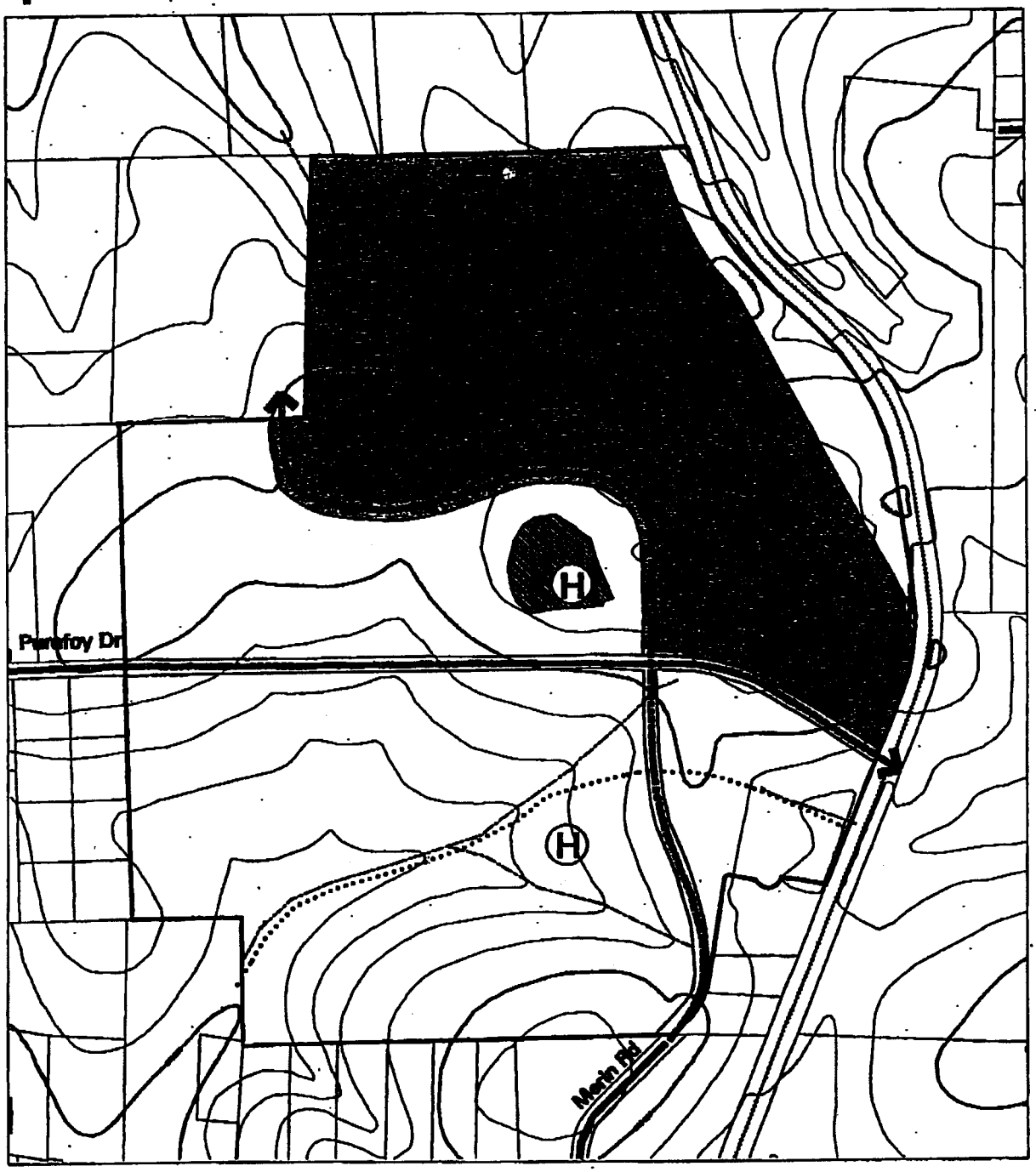
Attachments

Map 1 – "Proposed Orange County 60-Acre Transfer"
Map 2 – Primary Natural Areas
Map 3 – Potential Wildlife Corridor/Greenway Connections
Agreement to Amend the Agreement for Solid Waste Management

Greene Tract

Map 1

Proposed 60-Acre Area for Transfer to County



Legend:

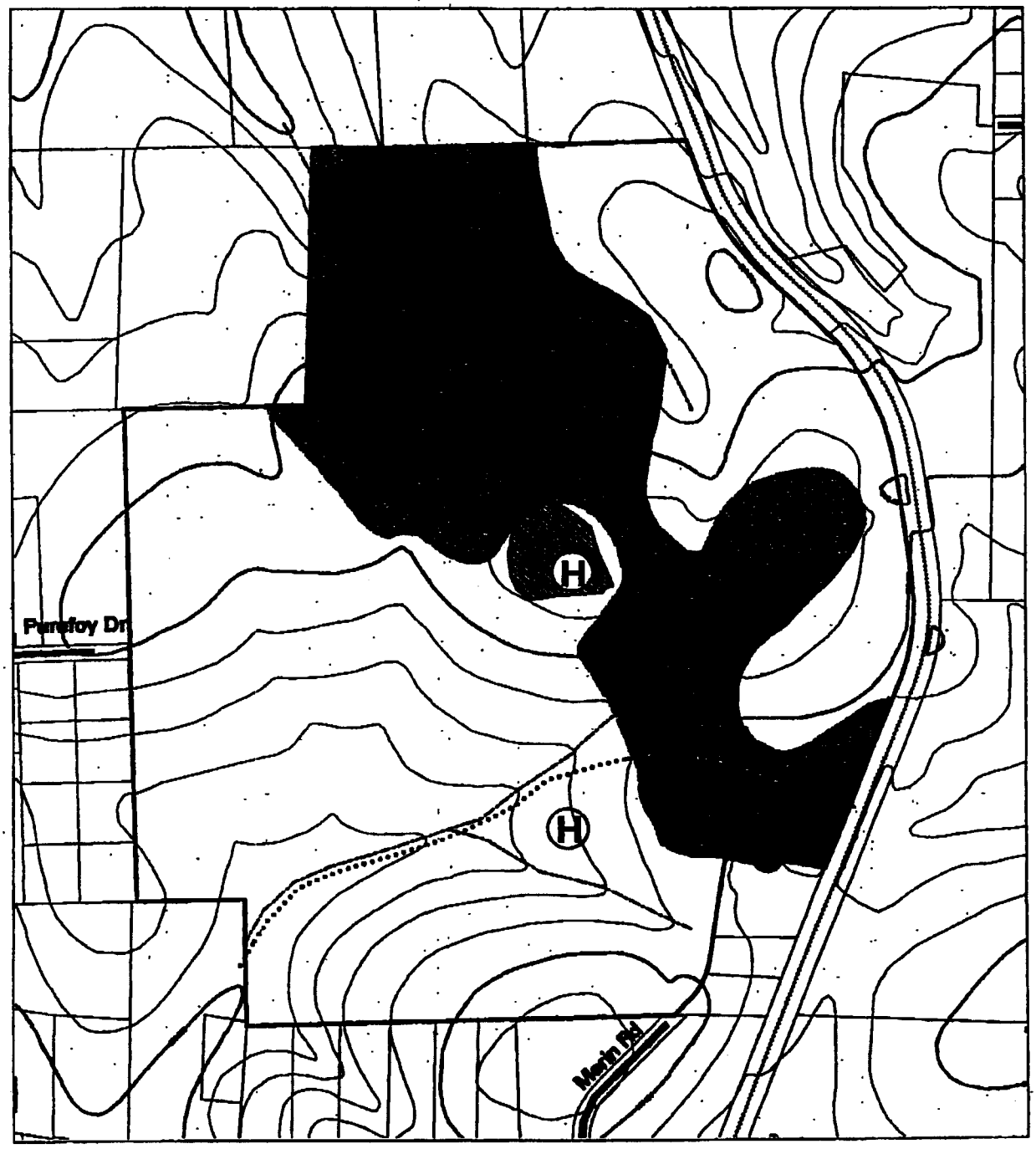
- Proposed 60-acre County portion
- Greene Tract (169 acres)
- Proposed roads
- Proposed Trail
- Contour lines

GIS map prepared by

Greene Tract

Map 2

Primary Natural Areas (hardwoods)



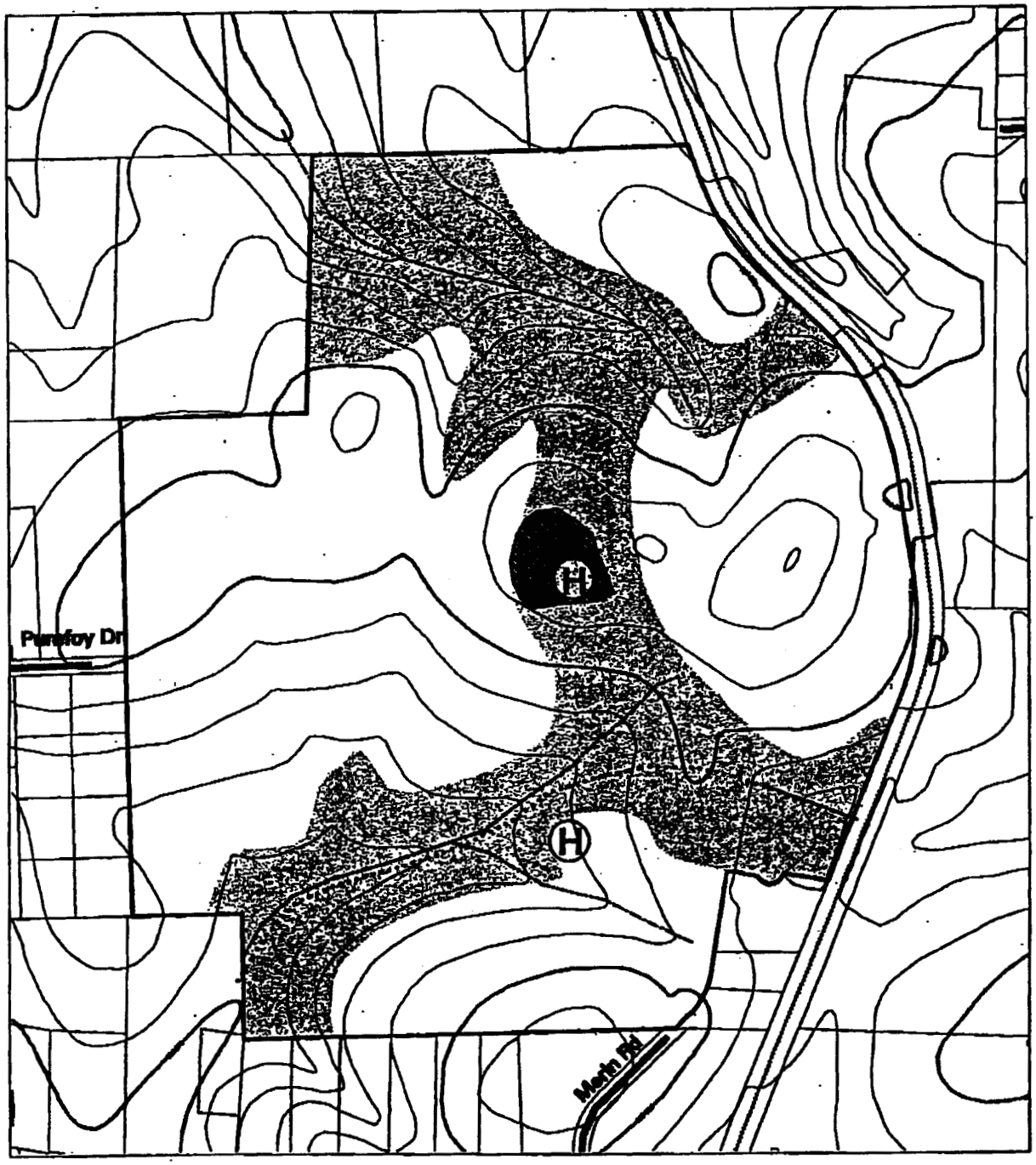
Legend:

- Primary Natural Areas (hardwoods)
- Greene Tract (189 acres)
- Proposed Trail
- Contour lines
- Streams

Map 3

Greene Tract

Potential Wildlife Corridors



Legend:

- Potential Wildlife Corridors
- Greene Tract (169 acres)
- Proposed Trail
- Contour lines
- Streams

GIS map prepared by

→ April 16, 2002

WHERAS, ancestral Armenian lands taken by the Ottoman Turks have not been returned to the Armenian people, nor have the Armenians received compensation for their losses; and

WHERAS, Armenians traditionally designated April 24th as ARMENIAN MARTYRS DAY, in recognition and remembrance of those who died during the Armenian genocide; and

WHERAS, Orange County finds it equally important to remember the atrocities committed against others in the name or religious, racial and ethnic cleansing so that we do not forget the inevitable outcome of our daily intolerances; and

WHERAS, it is important to remember history so that mistakes of the past are not repeated for future generations;

NOW, THEREFORE, do we, the Commissioners of Orange County, proclaim April 24th, 2002 as Armenian Martyrs Day and commend this observance to all Orange County citizens in remembrance of the atrocities of the 20th century.

THIS, THE 16TH DAY OF APRIL 2002.

VOTE: UNANIMOUS

e. **Resolution to Extend the Bargaining Period for Disposition of the Greene Tract**

The Board considered a resolution extending the bargaining period for Orange County and the towns of Carrboro and Chapel Hill to resolve the disposition of the remaining 109 acres of the Greene Tract.

John Link said that they only need another 60 days to be able to accomplish the total mission.

Commissioner Brown said that the work group was trying to understand how a sewer line would be extended. They are waiting for an elevation survey that would show how a sewer line could be extended to the property. If a sewer line could not be extended, then affordable housing could not go in this area.

A motion was made by Commissioner Carey, seconded by Commissioner Brown to approve and authorize the Chair to sign the resolution as stated on page two of the abstract and as stated below, which extends the bargaining period for 60 days for disposition of the Greene Tract that remains in joint ownership.

A RESOLUTION APPROVING A 60-DAY EXTENSION OF THE BARGAINING PERIOD FOR DISPOSITION OF 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 is 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 governing boards of all three jurisdictions approved resolutions in November or December 2001 that outlined their interests for programming basic uses of the balance of the Greene Tract; and

WHEREAS, the Work Group was charged to develop a more detailed written and graphic concept plan for the use of the remaining 109 acres for presentation to each board by March 2002; and

WHEREAS, the Work Group has transmitted a resolution to all three governing boards that provides a progress report and that indicates that they have reached substantial agreement on a concept plan as outlined on the accompanying map (Straw Proposal Concept Plan 4); and

WHEREAS, the Work Group resolution indicates that they have not yet reached agreement regarding what designation should be placed on the approximately 11 acres shown in blue on Concept Plan 4 and would like a 60-day extension of the bargaining period to try to reach consensus;

NOW, THEREFORE, BE IT RESOLVED THAT the Orange County Board of Commissioners does hereby approve a 60-day extension of the bargaining period to permit further Work Group effort to finalize a recommended concept plan for subsequent approval by each governing board.

This, the 16th day of April 2002.

VOTE: UNANIMOUS

f. **Resolution Endorsing and Agreeing to Sponsor and Host a Water Summit**

The Board considered a resolution endorsing and agreeing to sponsor and host a Water Summit on May 16, 2002 from 4:00 – 8:00 p.m. at the Southern Human Services Center in Chapel Hill, North Carolina.

Commissioner Gordon added some language to this as follows: Between the 5th and 6th "Whereas," – "Whereas, Orange County has sponsored in cooperation with the U. S. Geological Survey, two studies of groundwater resources in Orange County." Also, in the last "Whereas" – "Whereas, Orange County finds it desirable and necessary that all water utilities *and other interested parties,* serving the citizens of the County have an opportunity to meet and discuss issues of mutual concern and benefit, *including both surface water and groundwater resources."* Also, in the "Now, Therefore" section, she added "and other interested parties" before "and to direct staff..."

A motion was made by Commissioner Gordon, seconded by Commissioner Brown to approve the resolution and authorize the Chair to sign the resolution as amended and as stated below:

A RESOLUTION ENDORSING AND AGREEING TO SPONSOR AND HOST A WATER SUMMIT

WHEREAS, Orange County, in discharging its statutory responsibilities to protect and enhance the public health, safety, and welfare of all the citizens of Orange County, does have a strong interest in assuring the availability of high quality sources of potable water; and

WHEREAS, Orange County owns and operates Lake Orange, a water supply reservoir that serves as a primary water supply for the Town of Hillsborough and the Orange-Alamance Water System; and

WHEREAS, Orange County coordinates the use of water supplies drawn from the Eno River under the provision of the Eno River Capacity Use Agreement; and

WHEREAS, Orange County has no pecuniary interest in the sale or transfer of treated or raw water supplies within the County or elsewhere; and

→ Oct 15, 2002

Another student spoke about the finances. She said that they need $25,000 every year in order to reach their goal of one home each year. The grant from the AAMC runs out in 2004. Over three years, they are short $58,500. They are asking for a one-time supplement to the AAMC grant in the amount of $58,500. This will allow the creation of a permanent endowment to support annual home construction. Their goal is to raise $500,000 for a SHAC Health for Habitat endowment by the year 2005. This money will be placed at the North Carolina Medical Foundation. At a rate of 5% interest, this will accrue $25,000 annually, which is what is required to build one home each year. This is a one-time request for funds.

Chair Jacobs said that it was great to see students that are committed to the community.

Commissioner Brown asked that Housing and Community Development Director Tara Fikes review any proposals from SHAC.

Commissioner Carey said that this would be the next step, for them to put the proposal in writing.

One of the students introduced the faculty advisors.

b. Recognition of County Participation in the Cape Fear River Assembly

The Board received a special presentation of a plaque recognizing the County's participation in the Cape Fear River Assembly.

Dave Stancil said that last year the County joined the Cape Fear River Assembly. It is an organization of over 400 members and has a Board of Directors. The charge of the group is to address quality of life and water quality issues in the Cape Fear basin. He introduced Executive Director Don Freeman.

Don Freemen presented a plaque to the County and distributed bumper stickers. He is a former student and resident of Orange County. He said that they have recently received $500,000 from the North Carolina Attorney General's office for environmental enhancement purposes. They intend to accomplish continued availability of water for their use and for healthy ecosystems. He said that we cannot take water for granted. He heard at a drought meeting that it takes 50 inches of rainfall to result in one inch of groundwater. He recognized Orange County's leadership and commitment to proper resource management. He thanked Chair Jacobs for his participation on the Board of Directors. Don Freeman said that 27% of North Carolina's population is within the Cape Fear River Basin. It extends from Greensboro down to Wilmington.

Commissioner Brown said that our County is the headwaters for both the Neuse and the Cape Fear Basin and we are very cognizant of this fact. Working together with the other counties is very important.

c. Recommendations from the Greene Tract Work Group

The Board received a report from the Greene Tract Work Group regarding their recommendations to the governing boards of Orange County and the Towns of Carrboro and Chapel Hill regarding the disposition of the 104 acres of the Greene Tract that remain in joint ownership.

Assistant County Manager Rod Visser said that the Greene Tract Group has been working for a year. Orange County, Chapel Hill, and Carrboro are the joint owners of 104 acres of the Greene Tract. The remainder of the property is currently a landfill asset. The group had seven or eight meetings including a public input meeting. The work group has approved a resolution, which lays out the recommendations. The main points include that 85 acres be held in open space protected by conservation easements and that 18 acres be earmarked for affordable housing to be placed in a land trust. The main factor that affected the decision about affordable housing was related to the capacity of the land to carry development that would be necessary for affordable housing. There was a lot of discussion about how sewer lines could be developed to serve the development.

Commissioner Carey chaired the work group and said that this is one of the most studied pieces of land in all of Orange County. He thinks that the resolution and the concept plan achieve the charge and the group should be commended as well as the staff.

A motion was made by Commissioner Carey, seconded by Commissioner Brown to approve and authorize the Chair to sign the resolution.

Commissioner Gordon asked about the second to the last paragraph and if this means reimbursement for the open space and the housing area.

Rod Visser said that there is a fair amount of latitude that the local governments have on the timeline of the reimbursement. He does not have a direct answer to this question.

Commissioner Carey said there is no answer to this question, and that is why they asked the managers to work on this and bring some recommendations back.

Commissioner Gordon said that the housing area would have to be paid for whenever it is used for housing. She asked if the whole 18 acres had to be paid for. She asked about the following paragraph, which is about reimbursement of the Solid Waste Landfill Enterprise Fund for the portions of the site designated for affordable housing and open space. She asked which options this was talking about.

Rod Visser said that there might be other options besides just the local governments coming up with their own general fund money. There may be some grant opportunities or other options.

Commissioner Gordon wants to see more detail in the next to the last paragraph about when the options for reimbursement will be brought back. She thinks that this should be in the resolution.

Commissioner Carey said that the charge of the work group was not to address the payment; it was to come up with a proposal for future uses. They added the payment on their own volition. He said that to tamper with the language now would not be wise and that all representatives have agreed to this. He said that if you amend the language then it will have to go back to the other boards.

Commissioner Gordon asked Geoff Gledhill what it says in the agreement about reimbursement. Geoff Gledhill did not recall what it says. He said that it is clear that when the property is put to a use other than solid waste, then it triggers the requirement for reimbursement. There is a lot of flexibility in how it is done.

Chair Jacobs said that this is a resolution that was adopted by the Greene Tract Work Group in June and there is no resolution to adopt for this Board.

Rod Visser said that this is only a presentation to bring the Board up to speed on what the Greene Tract Work Group has been doing. They were just looking for comments and questions from the County Commissioners.

Chair Jacobs pointed out that it was 10:20 p.m. He said that the Board accepts the basic tenets of what the group came up with and we are asking for more information on what the legal agreement was previously regarding repayment and what steps the managers might recommend in the future regarding how and when the reimbursements would kick in.

Commissioner Brown said that there were excellent materials for the work group and that these should go out with this resolution.

Chair Jacobs asked about the study of the sewer possibilities and if they address the Neville tract. The staff will come back with an answer to this.

Chair Jacobs suggested doing the consent agenda and then items 9a and 9d.

7. PUBLIC HEARINGS - none

8. ITEMS FOR DECISION - CONSENT AGENDA

A motion was made by Commissioner Halkiotis, seconded by Commissioner Carey to approve those items on the consent agenda as stated below:

a. Minutes

The Board approved minutes from the following meetings: April 22, 2002 budget/cip work session; April 30, 2002-work session; May 6, 2002-joint meeting with Hillsborough; May 13, 2002 (6:00pm) – work session; May 13, 2002 (7:30pm)-budget work session; June 6, 2002 (6:00pm)-joint meeting with the Planning Board; June 20, 2002- budget work session; June 24, 2002-budget work session; June 27, 2002-regular meeting; and August 20, 2002 – regular meeting.

b. Change in BOCC Regular Meeting Schedule

The Board changed its regular meeting schedule to change the beginning time of the October 21, 2002 Work Session to 5:30 p.m.; to move the Board Retreat from December 7, 2002 to January 25, 2003 beginning at 9:00am.

c. Motor Vehicle Property Tax Refunds

The Board adopted a refund resolution, which is incorporated herein by reference, related to 36 requests for motor vehicle property tax refunds.

d. Budget Amendment #4

The Board approved budget ordinance and capital project ordinance amendments for Conservation Easement, Whitted Human Services Center, and Northern Human Services Center for fiscal year 2002-03

e. Agreement Renewal Between UNC Hospitals and Orange County for the Senior Wellness Program.

The Board approved and authorized the Chair to sign an agreement renewal to receive $50,000 from the University of North Carolina (UNC) Hospitals for their co-sponsorship of the Department of Aging's Senior Wellness Program from July 1, 2002 through June 30, 2003.

f. Contract Award – Piggy Back of Bid for 2, 100 Roll Cart Containers

The Board awarded and authorized the Chair to sign a contract for the purchase of 2,100 roll cart containers from Toter Incorporated of Statesville, North Carolina.

g. Resolution Appointing Evelyn Cecil As Acting Deputy Clerk

The Board officially appointed Evelyn Cecil as acting Deputy County Clerk so that various functions and duties can be performed in the absence of the Clerk to the Board while the Deputy's Clerk's position is vacant.

h. Petition for Addition of Subdivision Roads to the State Maintenance Program.

The Board approved requests to add Rhine Road, Taproot Lane, Piney Bluff Court, Loblolly Court, Piney Hollow Court, Pine Needle Court, and Pine Cone Lane to the State Maintained Secondary Road System.

ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 15, 2002

Action Agenda Item No. 6-C

SUBJECT: Recommendations from the Greene Tract Work Group

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N) No

ATTACHMENT(S):

6/26/02 Work Group Resolution
(incorporates Map of Concept Plan)

INFORMATION CONTACT:
Rod Visser, 245-2308
Dave Stancil, 245-2598

TELEPHONE NUMBERS:

Hillsborough	**732-8181**
Chapel Hill	**968-4501**
Durham	**688-7331**
Mebane	**336-227-2031**

PURPOSE: To receive a report from the Greene Tract Work Group regarding their recommendations to the governing boards of Orange County and the Towns of Carrboro and Chapel Hill regarding the disposition of the 104 acres of the Greene Tract that remain in joint ownership.

BACKGROUND: The solid waste management interlocal agreement signed by the County and Towns in September 1999 and amended in March 2000 lays out parameters under which the Greene Tract owners will resolve the ultimate disposition of the approximately 104 acres of that parcel that remain in joint ownership. The agreement also addresses how the Solid Waste/Landfill Enterprise Fund is to be reimbursed if the property is put to uses that are not related to the solid waste enterprise. The interlocal agreement anticipated that the Greene Tract owners would reach agreement on the disposition of the property during a bargaining period that concluded on April 17, 2002 (the two year anniversary of the effective date upon which Orange County assumed overall responsibility for solid waste management in Orange County).

The Greene Tract Work Group provided an interim report to the three governing boards in the form of a resolution dated March 21, 2002. That resolution requested that each of the three governing boards approve an extension to the bargaining period to allow the completion of discussions that could lead to consensus on a concept plan for the remainder of the Greene Tract. All three governing boards approved an extension of the bargaining period, which led to the Work Group (with Commissioners Brown and Carey representing the BOCC) reaching consensus on a concept plan for the ultimate disposition of the 104 acres of the Greene Tract remaining under joint ownership. The accompanying resolution and concept plan map reflect the Work Group's recommendations, which now go to the three governing boards for discussion.

FINANCIAL IMPACT: There is no financial impact associated with the discussion of this resolution. However, the County and Towns will be obliged to reimburse the Landfill Fund for the original 1984 purchase price of $608,000, plus interest, if, as recommended by the Work Group, the Greene Tract is used for purposes other than those of the solid waste system.

RECOMMENDATION(S): The Manager recommends that the Board discuss the recommendations from the Work Group and provide appropriate direction to staff.

DRAFT

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 April17, 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

DRAFT

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.

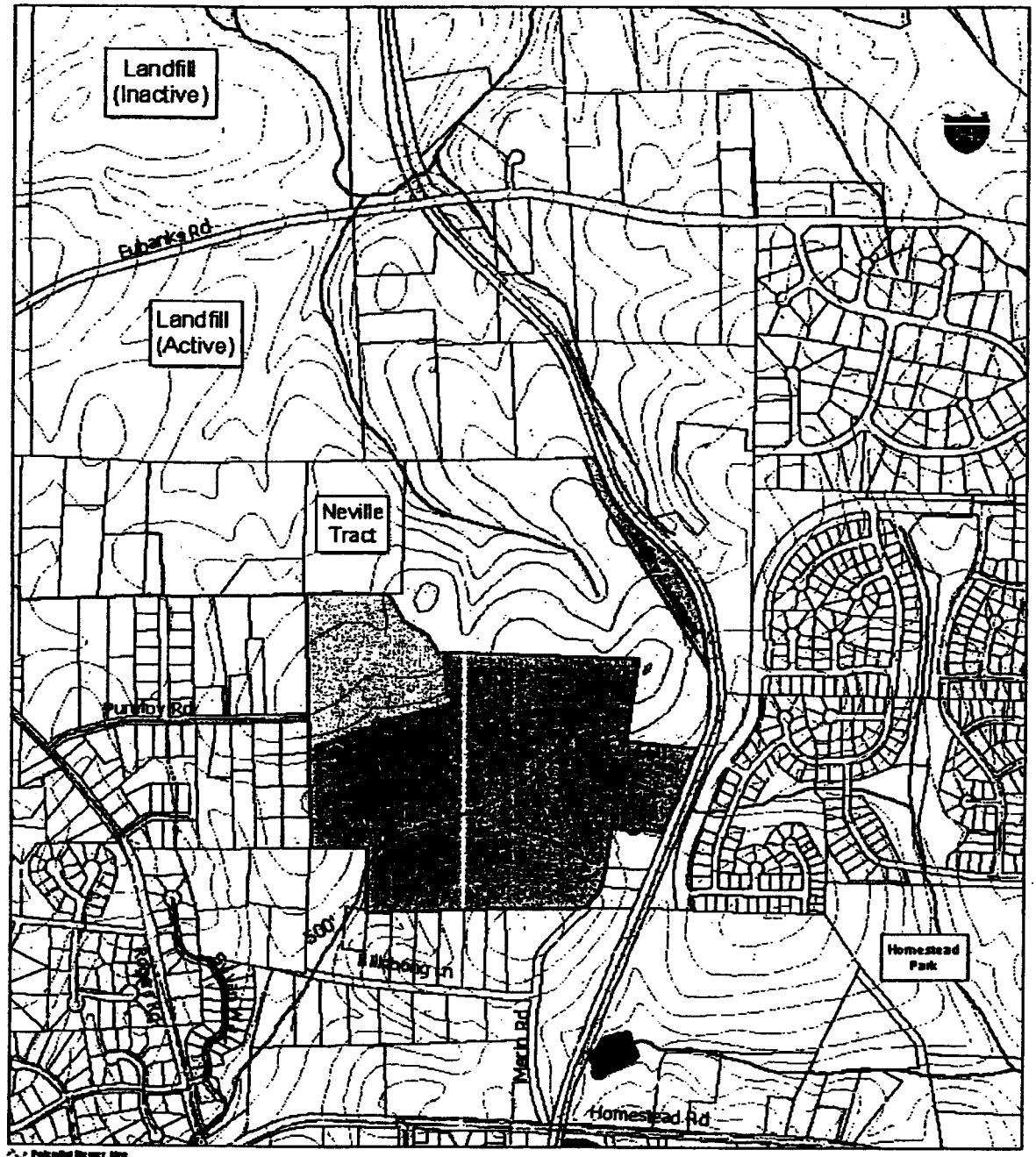
This, the 26th day of June, 2002.

_____

Moses Carey, Jr.
Chair
Greene Tract Work Group

Greene Tract Concept Plan

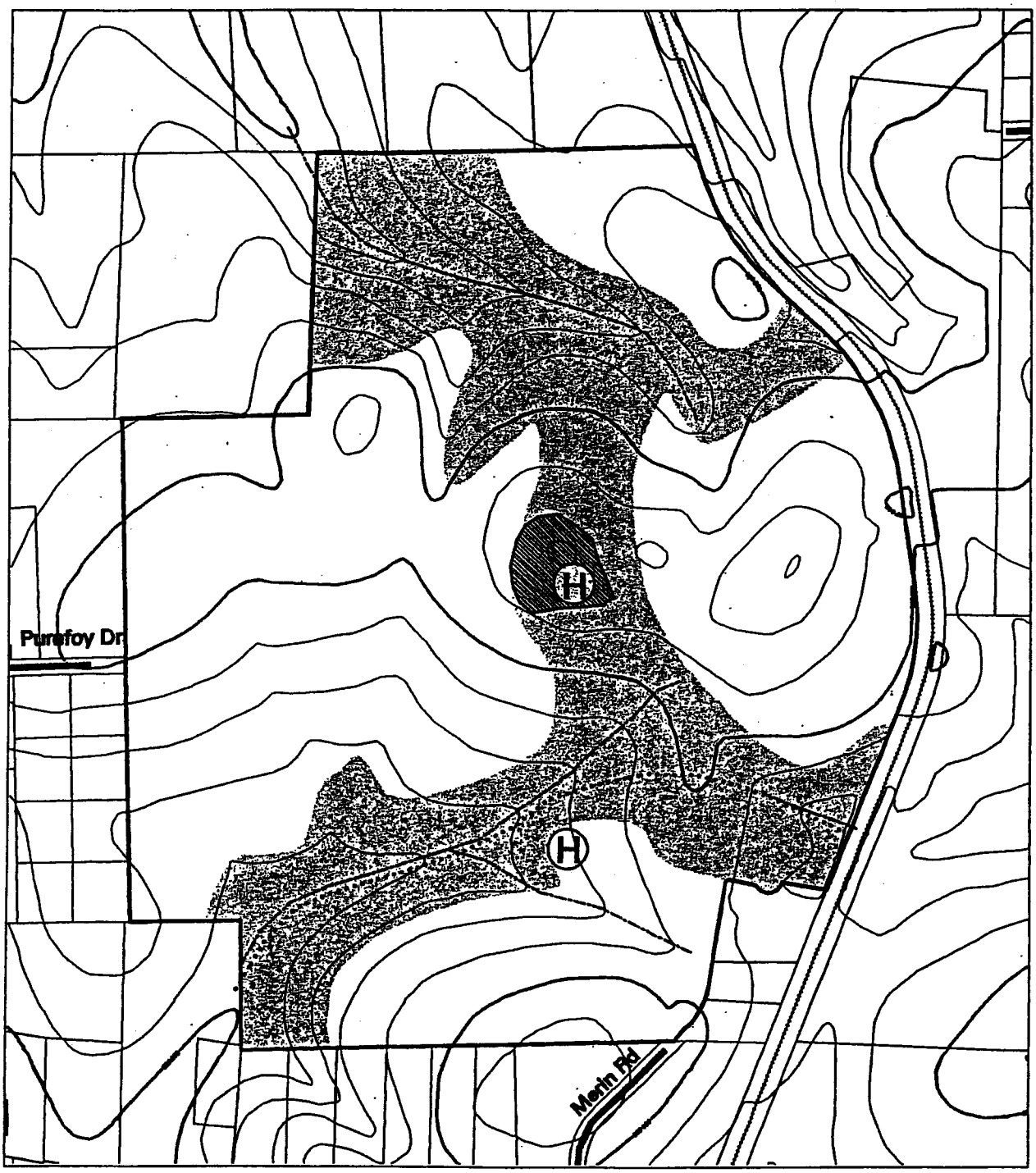
Approved by the Greene Tract Workgroup, 6/26/02



Greene Tract

Map 3

Potential Wildlife Corridors



Legend:

- Potential Wildlife Corridors
- Greene Tract (169 acres)
- Proposed Trail
- Contour lines
- Streams

GIS map prepared by

Attachment 7

The Seven Mile Creek Preserve

Orange County
Environment & Resource Conservation
306-A Revere Road / PO Box 8181
Hillsborough, NC 27278
Phone: (919) 245-2590, Fax: (919) 644-3351

MEMORANDUM

TO: Gwen Harvey, Assistant County Manager

FROM: David Stancil, Environment and Resource Conservation Director

DATE: April 22, 2008

RE: Potential Environmental Impacts of Greene Tract Use Expansion

At the April 8 Board of Commissioners worksession, staff was instructed to assess the environmental impact of expanding activity on the site into an area south of the designated Affordable Housing segment (Tract 2). For purposes of this memo, this area is referred to as "Possible Tract 2 Expansion Area."

ERCD has evaluated this area immediately south of Tract 2. The evaluation is based on ERCD's comprehensive resource GIS database, a site visit, and the findings from two previous surveys of the Greene Tract—a cultural resource survey by TRC Garrow Associates (2000) and a biological resources survey by Robert Goldstein and Associates (2000). This has been augmented by stream buffer information obtained from the Town of Chapel Hill Planning Department.

The cultural resources survey (TRC Garrow) identified two historic sites that are potentially eligible for the National Register of Historic Places. Those two former home sites are shown on the attached map (Figure 1) as the Byrd House Site and the Potts House Site. The survey recommended that any land disturbing or human activities should attempt to avoid these sites and their immediate environs, for possible future archaeological work. However, neither of these sites is within the Possible Tract 2 Expansion Area, and development in the proposed expansion area would not impact either of the two historic sites.

The biological resource survey (Goldstein & Associates) identified the proposed expansion area as pine-dominated forest. A review of historic aerial photos suggests that this part of the forest is somewhat older than the adjacent Affordable Housing area

(which was open farmland in 1938) but not as mature as the hardwood forest located in the eastern and north parts of the Greene Tract. Both Tract 2 and the Possible Tract 2 Expansion Area were identified as "prime forest wildlife habitat" in an inventory of prime forest conducted by researchers for the Triangle Land Conservancy in 1999.

Two small streams (Bolin Creek headwater streams) extend north into this area from the southwest corner of the Greene Tract. The Goldstein survey identified possible wetlands within the narrow stream corridors shown on the attached Figure 1. The streams and wetlands should be protected from disturbance associated with future development.

The Town of Chapel Hill requires stream buffers for any streams that qualify as a Resource Protection District. For intermittent streams the Town requires 50 feet of buffer on both sides of the stream and for perennial streams the Town requires 150 feet on both sides. To determine the exact amount of buffer, a stream determination would be needed from the Town's stormwater department.

In summary, any development in this area would need to work around the streams, buffers and possible wetlands. However, this does appear to leave an area of approximately 12 acres that could be used for other purposes without impacting the identified primary biological and cultural assets.

Copies: Willie Best, Assistant County Manager
Craig Benedict, Planning Director
Rich Shaw, Land Conservation Manager

Attachment B.

ORANGE WATER AND SEWER AUTHORITY

Quality Service Since 1977

MEMORANDUM

TO: Gordon Sutherland

FROM: Ed Holland

DATE: June 22, 2007

SUBJECT: Preliminary Concept Plans and Cost Estimates for Providing Sewer Service to the Rogers Road Study Area

Background and Overview

Per our recent meetings, OWASA staff has provided three concept plans and associated cost estimates (preliminary) for a sewer collection system that could serve the Town of Chapel Hill's study area east of Rogers Road. Virtually all existing parcels in the study area have access to OWASA water lines; therefore, this exercise focused on sewer service only. If the Town or others decide to pursue these or other sewer concepts, additional engineering and professional services will be needed to provide site-level detail and an overall determination of project feasibility.

The concept plans represent three potential gravity flow configurations. None incorporate sewage pumping stations, which OWASA only approves in unusual circumstances where property cannot be served by gravity options. We have found that pumping stations are expensive to maintain and less reliable over time, due to the greater risk of mechanical failure and resulting sewage spills, than are gravity systems. As shown in **Concepts A** and **B**, wastewater from most of the study area would flow toward the upstream portion of a sewer line that the Town of Carrboro is extending approximately 900 feet to an area that was annexed in 2006. According to North Carolina annexation laws, that facility must be completed by the end of January 2008.

Our concept drawings do not include portions of the sewer system that will be installed for properties within the study area that are being developed by Habitat for Humanity, nor do these concept plans anticipate service to most of the Greene Tract, which are intended to remain as permanent open space.

Under **Concepts A** and **B**, sewer service would not be available to 11 existing parcels in the study area, as indicated by purple cross-hatching on the drawings. Additional sewer lines near the southeastern portion of the study area would be needed to serve 10 of those 11 lots, as shown in **Concept C**. None of the three concepts plans could provide sewer service to the single small lot in the extreme northwest corner of the study area.

Concepts A and **B** are identical, except for the manner in which gravity service is provided to the several parcels immediately west of the Neville Tract. **Concept A**, which directs gravity flow northward to the new sewer line that will serve the Orange Regional Landfill, would be approximately 10 percent more expensive than **Concept B**, but would likely offer gravity service to a greater number of future lots. **Concept B** represents a slightly less expensive configuration, but may not offer sufficient flexibility if the two properties immediately west of the Neville Tract are subdivided for further development. These preliminary conclusions still need to be confirmed by engineering analyses and field surveys.

Concept C offers sewer service to the 10 existing lots within the study area that could not be served by either **Concept A** or **B**. **Concept C** would also provide service to approximately 20 additional lots in the Billabong Lane vicinity, which is outside of the delineated Rogers Road study area.

A combination of either **Concept A** *or* **B**, *plus* **Concept C**, would therefore be needed to serve all existing properties within the study area, except for the single lot in the northwest corner of the study area, which cannot be served by gravity sewer under any of the three configurations.

Preliminary Cost Estimates

Project Costs – The table on the next page summarizes the preliminary estimated cost components of each concept plan. These were derived through the same methods used to estimate OWASA's own capital project costs. Further details are available on request. The following important caveats should be observed as these estimates inform the Roger Road Small Area planning process:

- If the Town or others decide to pursue these sewer system concepts, additional engineering and professional services will be needed to provide site-level detail and overall determinations of engineering feasibility.

- Construction cost estimates reported below are only preliminary and are not based on any assessment of field conditions. Cost estimates typically become more precise as detailed engineering design proceeds.

- Estimates are based on the best information available as of June 2007. OWASA assumes that project costs will escalate at a rate of 8 percent per year. We recommend that this inflation factor be used in any future interpretation of these estimates.

- The overall extent of these concept plans and the number of unserved parcels will change in the future if (or as) individual development projects extend new lines to currently unsewered properties.

- The table includes project costs only. Additional per lots costs for connecting individual properties to the sewer system are discussed in the section below.

Estimated Project Costs of Three Sewer System Concept Plans for Chapel Hill's Rogers Road Study Area

	Concept A	Concept B	Concept C	Concepts A + C	Concepts B + C
Engineering Design	$220,000	$190,000	$100,000	$320,000	$290,000
Construction	$2,180,000	$1,900,000	$970,000	$3,150,000	$2,870,000
Construction Administration	$110,000	$100,000	$50,000	$160,000	$140,000
Construction Inspection	$110,000	$100,000	$50,000	$160,000	$140,000
Contingency	$260,000	$230,000	$120,000	$380,000	$340,000
Totals	**$2,880,000**	**$2,520,000**	**$1,290,000**	**$4,170,000**	**$3,780,000**

Individual Connection Costs – As noted, the preceding table only includes estimates of constructing the sewer collection system itself. Additional per lot costs for connecting to the new system would include the following:

OWASA Service Availability Fee – This one-time connection fee represents the proportional cost of "buying in" to OWASA's existing facility infrastructure (main sewer lines, treatment plant, etc.) and is assessed according to the square footage of residential properties. The sliding scale of availability fees that will be effective as of October 1, 2007 ranges from **$2,441** for homes of less than 1,300 square feet to **$4,514** for homes of greater than 3,800 square feet. Fees for multi-family residences will be **$2,645** per unit. A different scale of availability fees applies to non-residential sewer connections.

Private Plumbing Costs – The pipe that extends from a building to the OWASA sewer line is called a lateral. Unlike pipes in OWASA's system, the lateral is part of the private property served by the public sewer. Installation and maintenance of the lateral is the responsibility of the property owner, who typically contracts with a private plumber for installation. Costs depend on several factors, especially the distance from the building to the OWASA sewer line. A recent telephone survey of several local plumbers indicated prices in the range of **$25 per foot**. That is, installation of a 50-foot lateral would cost approximately **$1,250**, a 100-foot lateral would cost approximately **$2,500**, and so forth.

Sewer Tap Charge – This fee is for physically connecting the private sewer lateral to the OWASA sewer line. The base tap charge, effective as of October 1, 2007, will be **$318**.

Monthly User Fees – In addition to the one-time service availability fee, tap charge, and private plumbing costs, all OWASA customers pay monthly water and sewer bills that include a fixed service charge plus a water and sewer commodity charge based on the number of gallons used each month. The typical water plus sewer bill of a residential customer using an average of 6,000 gallons per month will generally range from $60 and $70 per month. Bills will vary according to the actual amount of water used.

OWASA staff has appreciated the opportunity of providing this information to support Chapel Hill's Rogers Road Small Area Planning process and will be glad to answer questions or provide further details as needed.

Edward A. Holland, AICP
Planning Director

attachments
cc: Mason Crum, P.E.

Orange County
Environment & Resource Conservation

306-A Revere Road / PO Box 8181
Hillsborough, NC 27278
Phone: (919) 245-2597, Fax: (919) 644-3351

Memorandum

To: Greene Tract Work Group

From: David Stancil, Environment and Resource Conservation Director

Date: February 26, 2002

Re: Sewer Extension to Greene Tract

On February 25th, County Engineer Paul Thames and I met with OWASA Engineering Manager Todd Spencer to explore alternative means of extending sewer to the portion of the Greene Tract being considered for development (based on discussions at the February 21st meeting).

From an engineering standpoint, the most efficient and direct method of providing access to the site continues to be via Bolin Creek. However, the following alternatives have been identified and explored in a preliminary way:

1. Bolin Creek Parallel, Existing Terminus to Greene Tract Boundary
This option would extend the existing sewer line from its current terminus on Bolin Creek northeast of the Homestead Road/Rogers Road intersection. However, rather than placing the line along the creek, this option would offset the line extension to the northwest of Bolin Creek and parallel the creek to the Greene Tract boundary. The extension of sewer could then move north of the Bolin Creek corridor as it crosses the Greene Tract boundary, avoiding the sensitive bottomland hardwoods along the creek on the Greene Tract. The sewer line could be routed in a manner to minimize disturbance along the creek and reduce the amount of clearing necessary. While OWASA requires a 30-foot wide easement for its sewer mains, it would be possible to limit the cleared portion to only 20 feet. Minor adjustments to the alignment could also be made to avoid larger specimen trees and retain the buffer along the creek to the greatest extent possible.

   This option would avoid more expensive pumping of sewer by using gravity lines, and would be able to serve almost all of the proposed affordable housing area (on

the revised map for the March 7th meeting). Some easement acquisition would be necessary for 4-5 tracts that lie along Bolin Creek between the current sewer terminus and the Greene Tract.

2. Easements from Existing Lines to Purefoy Road

A second approach would be to attempt to extend sewer northward from a manhole at the cul-de-sac in the Habitat for Humanity subdivision. Without an engineering survey to evaluate grades and elevations, however, it is not possible to determine if this is a viable option for extension of gravity sewer mains to the Greene Tract. Additionally, this option would require the acquisition of easements from several occupied lots along Rusch Road and Purefoy Road. The line could then extend east along Purefoy Road to the Greene Tract.

There are several disadvantages to this approach - including higher sewer line extension costs due to the lack of slope for gravity lines, potentially-complicated easement purchases from the occupied house lots, and most significantly, a limited service area within the Greene Tract, because of the topography. Consequently, providing sewer via this approach would likely limit the area of the Greene Tract that could be sewered to a much smaller area north of the proposed road. The areas south of the proposed road slopes away to Bolin Creek, and could not be served in this fashion.

The possible sewer alternatives will be shown on the March 7 iteration of the proposed concept plan map.

Attachment 9

Orange County

Housing and Community Development

Date: April 21, 2008

To: Gwen Harvey, Assistant County Manager

From: Tara L. Fikes

Subject: Greene Tract Affordable Housing Tract

As requested by the Board of County Commissioners, I met with the following individuals today regarding the above referenced subject – Robert Dowling – OCHLT, Susan Levy – Habitat for Humanity, Delores Bailey – EmPOWERment, Inc. in addition to Loryn Clark and James Harris of Chapel Hill and Carrboro respectively The results of this meeting are summarized below.

1. The group believes that the acreage set-aside for affordable housing should remain at 18 acres regardless of whether a school is built on the site. Additional acreage could be gained from either the jointly owned and/or County owned parcels.

2. Further, the group does enthusiastically support a school site on the Greene Tract and is committed to the work of the Rogers Road Small Area Task Force but does not want to lose the 18 acres as stated above. Regarding the Task Force, it should be noted that the Task Force plans to host a design charette that is tentatively scheduled for the first Saturday in June 2008 to allow the community to develop a "Master Plan" detailing the type of housing and other development the neighborhood would like to see evolve in their community. So, this request was a little uncomfortable for the group since this conversation is planned in the future.

3. There was agreement that an alternative roadway to Purefoy Drive is essential to any future development.

4. The group estimates that given the current zoning and the best land development scenario on the 18 acre portion of the Greene Tract, a total of 80-100 dwelling units could be built on the site. Of these units at least 40 could be single family dwelling units with the remainder built as attached housing. Ideally, the housing would provide both rental and homeownership opportunities, would serve all income segments of the population up to 100% of median income, and provide some units in the three (3) BR and higher size range. There should also be some market rate houses built in the community as well.

5. It was noted that there should be a more "global" view of the entire area to include the current plans of Habitat for Humanity and St. Paul AME Church. Habitat plans a 50 unit single family development and on a 20 acre tract at the end of Purefoy Drive and St. Paul Church has plans to develop a 21.3 acre tract at the corner of Rogers Road and Purefoy Drive.

   The church has submitted a Concept Plan to the Town of Chapel Hill that includes a 600 seat sanctuary, community and day care centers, thirty (30) single-family homes, a senior housing complex with 50 rental units and another building with an unknown number of townhouses.

   Given this planned development activity in the immediate area along with development of the Greene Tract, the group suggested that a map be developed that will provide a visual of these proposed developments in context with the Greene Tract. If agreeable perhaps Planning/GIS staff could assist with creating this map.

If you need additional information, please advise. Thanks.

Information Item b.
Attachment 10

CHAPEL HILL-CARRBORO CITY SCHOOLS

Board of Education

Agenda Abstract

Meeting Date: 04/17/08
Agenda Type: Work Session
Agenda Item #: 5a

Subject: Site Selection Report from the Long Range Facilities Committee

Division:	Support Services, Steve Scroggs	**Department:**	Support Services
Person Responsible:	Steve Scroggs, Long Range Facility Committee	**Feedback Requested From:**	Committee

Agenda Item....Prior Submission Dates **Public Hearing Required:** No

Work Session	No	**Date**
Discussion and Action	No	**Date**

Attachment(s):
none

PURPOSE: To provide the Board of Education with a report from the Long Range Facility Committee on the search for future school sites. This report is a component of the full Long Range Facility report that will be presented to the Board in May of 2008.

BACKGROUND:
In October of 2007, a collaborative group of school administrators, county planners and city planners met to begin searching for future school sites in the Chapel Hill-Carrboro City School district. The committee was made up of the following individuals.

Title	First	Last	Represents
Mr.	Steve	Scroggs	Assistant Superintendent
Mr.	Bill	Mullin	Director of Facilities
Ms.	Pam	Jones	Orange County
Ms.	JB	Culpepper	Town of Chapel Hill
Mr.	Roy	Williford	Town of Carrboro
Ms.	Perdita	Holtz	Orange County
Mr.	Craig	Benedict	Orange County
	STAFF		Orange County GIS

The District would like to thank all of participants for the effort and hard work.

The group focused on finding elementary school sites for elementary number 11 and 12 as both are needed in a 10-year window. The need for upper grade sites was also reviewed. Middle school number 5 is already sited at the Morris Grove/Twin Creek site and additional high school capacity will be added at Carrboro High School, thus the search focused on elementary sites.

The group was charged with the task of identifying any potential school site that should be reviewed further for consideration. The parameters for the search included the following:

- A minimum of seven acres
- Slopes less than 15%
- Within the Urban Services Boundary
- Not in the watershed
- Not in the Rural Buffer
- Manageable Resource Conservation Districts

Combination of different parcels to meet the parcel requirements was allowed and if structures existed on the site, their value was considered.

The group developed a list of potential sites that was then researched further to provide additional information for consideration. This information included the following:

- Accessibility to utilities
- More highly delineated Resource Conservation Districts
- Proximity to existing schools
- Potential land acquisition costs

At the end of that review, several areas for potential sites were developed. Those areas identified were the following:

- Eubanks and Martin Luther King Blvd
- Homestead Road and Seawell School Road
- I-40 corridor, including Erwin Road
- Greene Tract
- Carolina North
- Old Highway 86
- Mt. Carmel Road

This information was then shared with the entire Long Range Facilities Committee starting in December 7, 2007 and concluding with their March 31, 2008 meeting. Additional input was solicited from The Rogers Road Task Force and other governmental bodies within the county.

The map on the next page illustrates the general location of the sites reviewed. Please note that specific locations are not provided for sites not under current consideration but areas are provided to inform the Board of the wide range of sites explored.

Three sites have been identified for further review and a fourth site is still being researched. The fourth site is privately owned and conversations with the owner will be undertaken by the County. That site is not a first or second site choice but would be considered for land banking if funding is available.

Site: Northside

Owner:	Orange County
Acreage:	8.94
Structures:	Northside School, Orange County Pre-School
Topography:	A 44 foot drop from east to west elevations, the site is already terraced with prime buildable acreage to the east.
RCD:	There is a resource conservation district on the western edge of the property; no impact to the project would be expected.
Tax Value:	$0

This is the site of Northside School located between Caldwell and McMasters Street in the middle of the Northside neighborhood. The site has served as a school location since being built in 1924. Orange County is the current owner of the property. Services now provided at the site will be moving to other locations in the future freeing the site up for consideration. The current Pre-K operating on the site provided an addition to the school and currently serves 50-60 students. The immediate surrounding neighborhood has been changing over the past years from a residential area to a UNC student housing area. There are currently 60 elementary students living in the immediate area.

Pros	Challenges
If acquired from the County, land costs would be minimal	Consideration for present Pre-K operation would be required
Site is already terraced for construction	Careful consideration of attendance zones would be required to meet Board expectations for balance in SES and Free and Reduced lunch
Utilities are already in place	Some demolition would probably be required adding to construction costs
Entry from Caldwell and McMasters could separate bus and walking traffic	Consideration of historical nature of the building would be required. Lincoln Alumni representative felt this could be accomplished
Natural walk zone exists with a complete sidewalk network in place	In a Neighborhood Conservation District that would restrict the height of the buildings
This may be the only site in the central area of either town that would ever be available	A prototype (Scroggs or Rashkis) would be difficult to fit on the site
The SUP was approved on 12/13/76 for quasi-public use for institutional organizations of an educational nature	
School placement would be a positive to the neighborhood	

Site: Greene Tract

Owner:	Orange County, Chapel Hill, Carrboro, Orange County Solid Waste
Acreage:	18+ (affordable housing area)
Structures:	none
Topography:	A 22 foot drop from north to south elevations
RCD:	There is a resource conservation district south of the affordable housing area; this may limit expansion in that area.
Tax Value:	$0

The Greene Tract is a multi-jurisdictional piece of property located at the end of Purefoy Road. The ownership of the Greene Tract, as defined in the April 8, 2008 Board of County Commissioners agenda item on the tract, is provided below.

a. BACKGROUND; LAND USE AND OWNERSHIP
   1. The disposition of the Green Tract is subject to a 1999 Interlocal Agreement and the Green Tract Workgroup of 2002.
      Tract 1 - 60-acre area owned by Orange County Solid Waste Enterprise.
      Tract 2 - 18.1-acre is identified for Affordable Housing is jointly owned by Orange County, Chapel Hill and Carrboro.
      Tract 3 - 85.9-acre is identified for open space is jointly owned by Orange County, Chapel Hill and Carrboro.

The proposed location of a school would be in and/or near the affordable housing section of the site. This site is on the western edge of the property closest to Purefoy Road. The location of the site is indicated on the map.

Pros	Challenges
If acquired from the County, land costs would be minimal	The multi-jurisdictional ownership would require careful planning efforts
Site is relatively flat	Careful consideration of attendance zones would be required to meet Board expectations for balance in SES and Free and Reduced lunch
The use of a prototype (Rashkis or Scroggs) may be possible.	Sewer is not on site and would have to be provided in conjunction with the affordable housing. A water loop may be required by OWASA.
The site received a positive first review from the Rogers Road Task Force	Proximity to Seawell and Morris Grove would make redistricting difficult
The site will be surrounded by open space	Improvements to Purefoy Road would be required
School placement would be a positive to the neighborhood	

Site: Carolina North

Owner:	University of North Carolina
Acreage:	200+
Structures:	See attached plans
Topography:	The site has large flat areas where the airport is located and then slopes away towards Bolin Creek to the west.
RCD:	There is a resource conservation district on the western edge of the property; no impact to the project would be expected unless the school site is next to Seawell Elementary.
Tax Value:	$0

Carolina North is UNC's long range education and research campus. Their definition of the site states "a new kind of setting - one that enables public-private partnerships, public engagement and flexible new spaces for research and education." The site is scheduled to have classrooms, research centers (public and private), residences and public spaces. From the beginning, UNC has stated that a school site would be made available on the Carolina North campus. Current plans however, indicate that the need for a school on the site is not immediate. The square footage dedicated to residential development in the next 15 years is 500,000 square feet. Elementary number 11 and 12 (2016) will both be needed before the impact of Carolina North residential is felt.

Pros	Challenges
If acquired by from the UNC, land costs would be minimal	The site is surrounded by Seawell and Estes Hills schools
Present plans would indicate that most locations within Carolina North would be relatively flat.	The site will not be available to meet the needs of elementary number 11 and 12
Utilities will be in place	
Entry would from MLK Blvd. across from Piney Mountain Road to begin with. Entry from Estes Drive would be possible in the future	

Area Sites Reviewed
The following areas were reviewed by the committee and staff for potential school sites. A brief summary of those reviews is provided:

Eubanks and Martin Luther King Blvd.
Sites along Eubanks Road from MLK Blvd. towards Millhouse Road and beyond were examined. Sites along Eubanks would be very expensive and other parcels contained residential houses. Parcels past Millhouse were close to Morris Grove and above Seawell Elementary and were not considered further. One privately owned site in the area is still under consideration.

Homestead Road and Seawell School Road
Several sites exist along Homestead Road near Seawell School Road. These sites were so close to Seawell that they were not considered further.

I-40 corridor, including Erwin Road
Two sites were considered along I-40. After a review of buffer requirements from the I-40 right of way, resource conservation and utility easements and the noise potential no further examinations of these sites were made.

Old Highway 86
Several sites along Old 86 were examined. The proximity to Morris Grove and McDougle Elementary removed them from further consideration.

Mt. Carmel Road
A site on Mt. Carmel was found but upon further review, the buildable part of the site was not within the Urban Services Boundary and utility services would not be available.

Summary
A thorough review of available sites within the District confirms that the siting of schools will become more and more difficult. A review of potential sites by a private real estate developer agreed with the committee findings. While there are potential sites available, they are either right next to existing schools, are topographically challenged, have excessive environmental issues or have projects already planned on them.

The review does show that there are two potential sites for elementary number 11 and 12. Both the Greene Tract and Northside School sites are publicly owned, both would be an enhancement to the neighborhoods they exist in and both are buildable.

Support Services would recommend that the Board consider both these sites and then provide direction to the administration on how to proceed.

Mr. Scroggs will be present to answer any questions you may have.

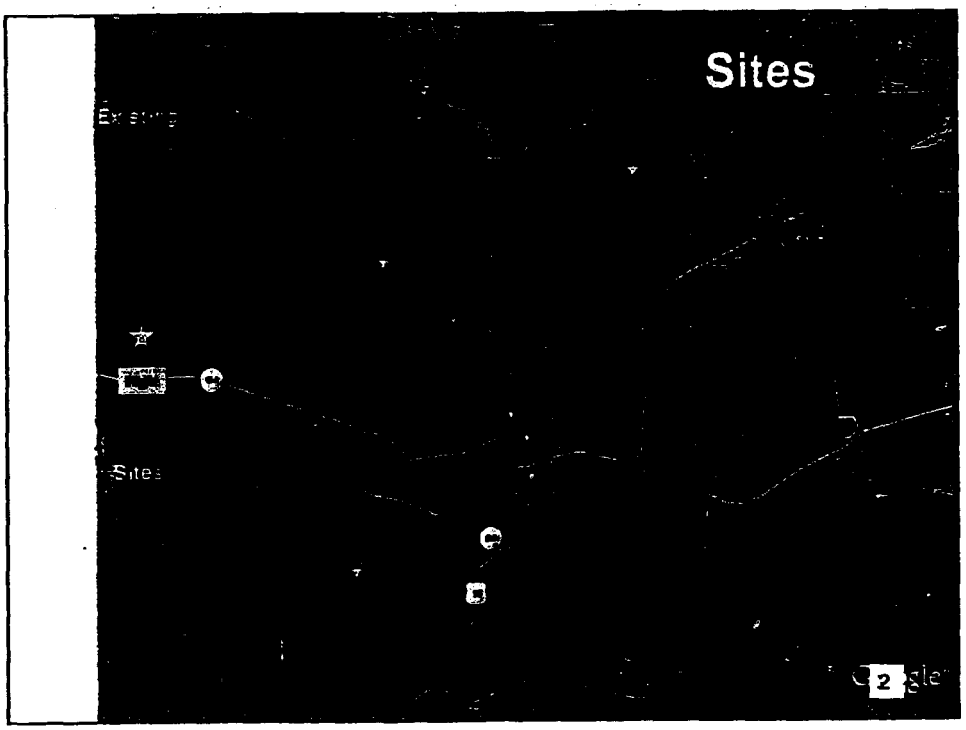
FINANCIAL IMPACT: None, at this time

PERSONNEL IMPACT: None

RECOMMENDATION: The administration recommends that all sites considered viable by the Board be further investigated before a final recommendation is made.

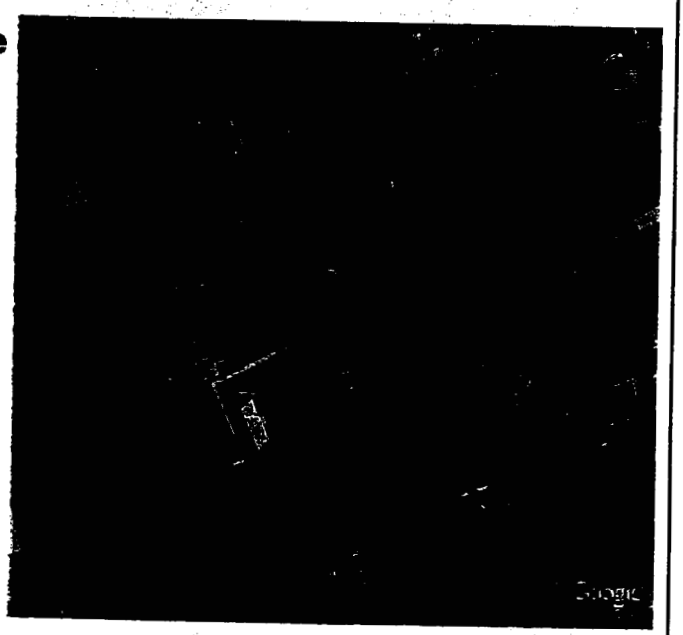
Informational Item b
4/22/08

Chapel Hill Carrboro City Schools
Site Committee Report



Northside

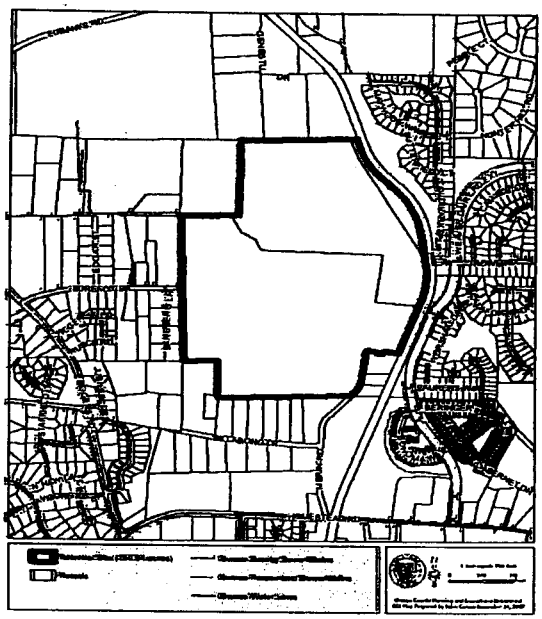
Northside



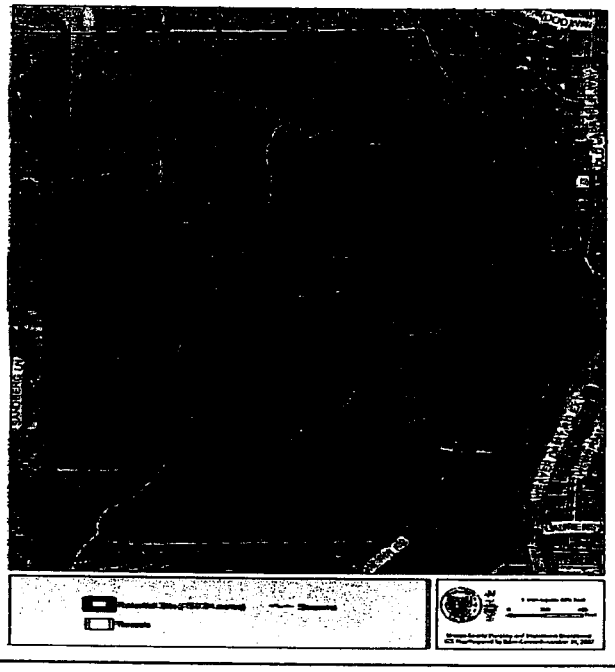
Northside

Greene Tract

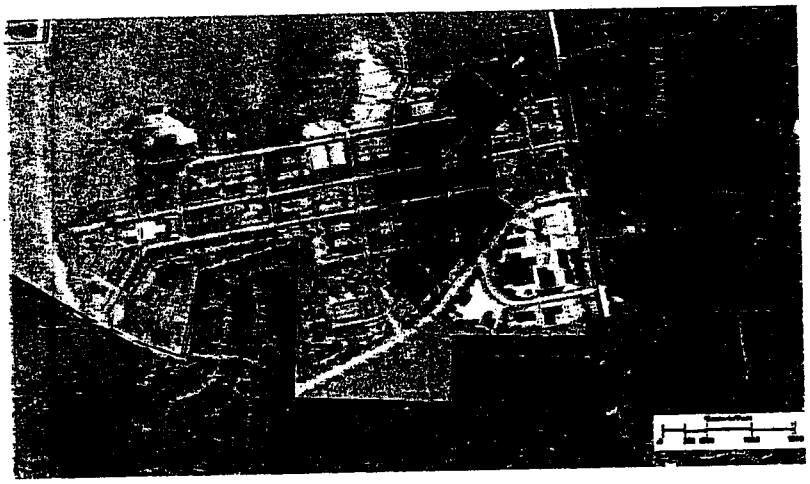
Greene Tract



Greene Tract



Carolina North 15 Year



Projected Development: the First 15 years

Projected University Programs	Type	Estimated SF
Innovation Center	Research/ Development	85,000
School of Law	Academic	280,000
Centers and Institutes - I	Research	100,000
Centers and Institutes - II	Research	93,000
Centers and Institutes - III	Academic/Research	122,000
Interdisciplinary Research Center	Research	150,000
RENCI	Research	170,000
School of Public Health	Research	155,000
UNC Health Care System	Patient Care/Offices	280,000
University Facility Services	Support	75,000
Corporate Partners		525,000
Housing		500,000
Services (Retail, commercial, service, civic, etc.)		100,000
TOTAL Projected Program Space:		2,475,000 SF

Other Uses: Parking, Recreation, School Site

Carolina North 50 Year