



Gaston County

Gaston County
Board of Commissioners
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Public Works

Board Action

File #: 16-308

Commissioner Philbeck - To Approve an Interlocal Agreement with the City of Gastonia for Yard Waste Processing

STAFF CONTACT

Ray Maxwell - County Engineer / Public Works Director - Public Works - 704-862-7551

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County and the City of Gastonia are discussing opportunities to combine efforts and achieve cost savings and/or greater efficiency. Currently, both the City of Gastonia and Gaston County own and operate separate yard waste processing/grinding facilities. Yard waste processing is one area the two entities feel that partnering may be beneficial. Gaston County accepts yard waste at convenience center sites and from direct deliveries to the County's yard waste processing facility on Philadelphia Church Road. Approximately twice per year, Gaston County hires an outside vendor to grind the debris into mulch and offers the final product to the general public. The City of Gastonia currently collects yard waste from City residents and contracts with a vendor to process the material at their yard waste processing facility. Combining the two waste streams should result in processing economies of scale and allow Gaston County to accept the material at a slightly reduced gate rate. The economies of scale should be realized from longer vendor contract commitments; larger volumes processed at a time and reduced mobilization costs. Approval of this Board Action authorizes the attached interlocal agreement between Gaston County and the City of Gastonia, authorizes the County Attorney to modify and finalize the agreement where necessary for signature purposes, authorizes the County Manager or his designee to sign said agreement and reduces the yard waste acceptance fee per the agreement terms. Costs for more frequent processing will be offset by fees assessed to customers through the yard waste acceptance fee along with revenue generated from mulch sales once processing is complete.

POLICY IMPACT

N/A

ATTACHMENTS

Interlocal Agreement for Disposal Services

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	Brown	Carpenter	Fraleigh	Keigher	Philbeck	Price	Williams	Vote
2016-180	06/28/2016	MP	TP	A	A	AB	AB	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

NORTH CAROLINA

GASTON COUNTY

INTERLOCAL AGREEMENT FOR
DISPOSAL SERVICES

This Agreement, made effective the ____ day of ____, 20__, is entered into by and between the City of Gastonia, a North Carolina municipal corporation (hereinafter referred to as the "City"), and Gaston County, a political subdivision of the State of North Carolina (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, City and County have the power pursuant to North Carolina General Statutes §§ 153A-445(a)(1), and 160A-460 through 160A-464 to contract with each other for the exercise of any governmental function which they have been granted the power to exercise and to enter into interlocal cooperation agreements to specify the details of these undertakings; and

WHEREAS, County is in the business of receiving yard waste for disposal at an approved facility; and

WHEREAS, City desires to ensure the availability of a yard waste facility for the economically and environmentally sound disposal of yard waste; and

WHEREAS, City desires to secure services to transport yard waste to a yard waste facility for ultimate disposal; and

WHEREAS, in reliance on this Agreement, County will secure the necessary equipment, services, and personnel to service the foregoing objectives of the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

1. DEFINITIONS

Yard Waste Facility. As used herein, the term "Yard Waste Facility" means the duly permitted facility mutually agreeable to the parties.

City Yard Waste. As used herein, the term "City yard waste" shall mirror the NCDEQ yard waste definition currently outlined in NC G.S. 130A-290 as yard trash, land-clearing debris which includes stumps, limbs, leaves, grass and untreated wood. The material shall be generated in and collected by the City of Gastonia, generated in the maintenance of yards and gardens, and which are separated from other solid waste materials, and further provided that such materials

must be of the type and consistency to be lawfully accepted at the Yard Waste Facility under the applicable federal, state and local laws, regulations and permits governing each. City yard waste shall not include hazardous waste or special waste.

Hazardous Waste. As used herein, the term “hazardous waste” shall mean solid wastes defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §1002, *et seq.*, or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. §2601, *et seq.*, regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Special Waste. As used herein, the term “special waste” shall mean any discarded material from a non-residential source meeting any of the following descriptions:

- (a) Containerized waste (*e.g.*, a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in (b) – (g) below;
- (b) Waste containing free liquids;
- (c) Sludge waste;
- (d) Waste from an industrial process;
- (e) Waste from a pollution control process;
- (f) Residue from a spill of a non-hazardous chemical substance or commercial product or a waste listed in (a) – (e) or (g).
- (g) Contaminated non-hazardous residuals from the cleanup of a facility generating, storing, treating, recycling or disposing of wastes, chemical substances or commercial products listed in (a) – (f).

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to ensure the availability of a yard waste facility for the economically and environmentally sound disposal of City yard waste generated by the residents of Gastonia and Gaston County. City yard waste shall not include Hazardous Waste or Special Waste.

3. SCOPE OF SERVICE/COUNTY OBLIGATIONS

The County shall be responsible for securing necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over the Yard Waste Facility. During the term hereof, County shall receive and accept City yard waste at the Yard Waste Facility, all in compliance with applicable laws and regulations.

County shall provide a scale at the Sanitary Landfill for use in weighing City yard waste delivered to the Yard Waste Facility. City may at its cost and expense, on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same.

4. PERSONNEL NECESSARY TO THE EXECUTION OF THE UNDERTAKING

No joint agency under G.S. 160A-464(3) is to be established as a result of the execution of this Interlocal Agreement, and each entity shall manage its own personnel, respectively, as necessary for the execution of this undertaking. City and its personnel or independent contractors shall be responsible for the collection of City yard waste within City. County shall have no responsibility with respect to the collection of City yard waste, solid waste, hazardous waste or special waste within the City. County, its employees or independent contractors, shall be responsible for operating the Sanitary Landfill, Yard Waste Facility and its scale/tipping house and any other solid waste facility which may be designated by County as the facility or facilities to which City is required to deliver or cause to be delivered City yard waste collected within City's corporate limits. City shall not be responsible for supplying personnel to handle the ultimate disposal of City yard waste at the Yard Waste Facility.

5. COMPENSATION TO COUNTY

The Service Fee due to County from City for County's receipt and handling of City yard waste at the Facility pursuant to this Agreement shall be as follows:

From July 1, 2016 through June 30, 2021, the rate \$18.00 per ton, unless the County determines to lower the rate, then the City's rate would lower to the new rate.

If both parties desire to renew this Agreement, at least ninety (90) days prior to the expiration of the existing term of this Agreement, the parties shall negotiate a new rate for the renewal term of the Agreement.

County shall invoice City monthly for the Service Fee, and payment thereon shall be due thirty (30) days after receipt of invoice.

6. DURATION OF AGREEMENT

This Agreement shall be in effect from the effective date above, through June 30, 2021. The term of this Agreement shall thereafter be automatically renewed on an annual basis until either party elects to cancel this Agreement by giving written notice to the other party thirty (30) days prior to the expiration of the then current contract term (fiscal year). Extension of this Agreement shall be under the same terms and conditions.

7. REPRESENTATIONS AND WARRANTIES OF CITY

The City warrants that it will undertake reasonable efforts to exclude regulated hazardous waste and special waste, as each is defined above from the City yard waste delivered to the Yard Waste Facility. The City warrants that it shall exercise its best efforts to maintain its collection and transportation of City yard waste to the facility in compliance with the terms hereof, and in compliance with applicable federal, state and local laws and regulations throughout the term of the Agreement. It is agreed and understood that small quantities of mixed debris, not including hazardous or otherwise unpermitted waste, may in some instances arrive within loads where

quantities were small enough that collection staff would not have noticed. However, City yard waste delivered to the Yard Waste Facility with excess mixed debris will be charged at the corresponding gate rate for Municipal Solid Waste.

8. DEFAULT

If either City or County shall violate any of the covenants undertaken herein, or any of the duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this contract, provided that the party desiring to terminate for such cause shall give the offending party at least thirty (30) days' written notice by certified mail, specifying the particulars wherein it is claimed that there has been a violation hereof; and if at the end of such time the party notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this contract shall be deemed complete.

9. METHOD OF FINANCING

County shall not have any responsibility with respect to the financing or costs associated with the collection of City yard waste within the corporate limits of City. Except for payment of tipping fees as set forth herein, City shall not have any responsibility for the financing of, or costs associated with Sanitary Landfill or any other County Solid Waste or Yard Waste facilities.

10. OWNERSHIP OF REAL PROPERTY

City shall have no ownership in any real property owned or acquired by County for the Sanitary Landfill, tipping house, Yard Waste Facility or any other solid waste disposal facility owned, operated or leased by County, and County shall be free to dispose of such real property to the extent and under procedures allowed by State law.

11. GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or the rights hereunder without the prior written consent of the other party. In the event of such assignment, the covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and authorized by the governing bodies of each party and signed by the authorized representative. This Agreement may be terminated by mutual consent of the parties.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause

or provision that is illegal, invalid or unenforceable, there be added by a Court of competent jurisdiction or otherwise, as a part of this Agreement, a term, clause or provision as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

12. IRAN DIVESTMENT ACT

As of the date of this agreement, each party certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Each party further certifies that it will not utilize any subcontractor on the list.

13. NON-APPROPRIATION

In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

14. NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except for contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract, each party certifies that it complies with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. Each party certifies compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, each party also certifies that any subcontract for the work to be performed hereunder will contain a requirement that the subcontractor shall be required to comply with the E-Verifications Program.

15. ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

Each certifies that they comply with all applicable Federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed below by their respective officers, pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

APPROVED AS TO FORM:

CITY OF GASTONIA

By: _____
City Attorney

By: _____
John Bridgeman, Mayor

ATTEST:

Deputy City Clerk

(Corporate Seal)

GASTON COUNTY

By: _____

ATTEST:

Clerk

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledge that he/she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its mayor, sealed with its corporate seal and attested by him/her as its Deputy City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary public of the county and State aforesaid,
certify that _____, personally appeared before me this day and
acknowledged that he/she is _____ of Gaston County, and that
by authority duly given and as the act of the corporation, the foregoing instrument was signed in
its name by its _____ sealed with its corporate seal and attested
by him/her as its _____.

WITNESS my hand and seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CONTRACTOR _____
CONTRACT NO. _____

C E R T I F I C A T E

1. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. Article 3, Chapter 159 of the General Statutes of North Carolina.

This the _____ day of _____, 20 ____.

Finance Director
City of Gastonia

2. Reviewed as to form this ____ day of _____, 20 ____.

Purchasing Agent
City of Gastonia

3. Approved by City Council on _____ to _____.
(Vendor)

Deputy City Clerk
City of Gastonia