

Adams County Draft Solid Waste and Moderate Risk Waste Management Plan



July 2017

Draft
Adams County Solid Waste and
Moderate Risk Waste Management Plan

July 2017

Prepared for:

Adams County Department of Public Works
Solid Waste Division
Ritzville, Washington

Prepared by:



Project 10057331

ACKNOWLEDGMENTS

The Adams County Department of Public Works Solid Waste Division would like to thank the following organizations and individuals for their assistance in the development of this Plan:

- Solid Waste Advisory Committee Members

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Vacant	Town of Washtucna
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- Adams County Health Department
- Washington State Department of Ecology

Adams County residents and businesses also contributed to this Plan through comments provided during public meetings and through various other channels. The Board of County Commissioners and Adams County Public Works Solid Waste Division gratefully acknowledge this input.



Executive Summary

Introduction

This Solid Waste and Moderate Risk Waste Management Plan (Plan) recommends strategies to manage solid waste and moderate risk waste generated in Adams County, Washington, including the cities and towns of Othello, Ritzville, Hatton, Lind and Washtucna. Solid waste handling includes management, storage, collection, diversion, transportation, treatment, use, processing and final disposal. Recommendations are provided for municipal solid waste, other special waste, and moderate risk waste.

This Plan was prepared in accordance with RCW 70.95 – Solid Waste Management – Reduction and Recycling under the guidance and direction of the Adams County Department of Public Works and the Adams County Solid Waste Advisory Committee (SWAC), and supersedes all previous Solid Waste and Moderate Risk Waste Management Plans in Adams County.

An important motivation behind the development of this Plan is the need to establish a coordinated, regional approach to solid waste management within counties that enables decision makers to manage resources most effectively, while assuring adequate protection of the environment and public health.

Summary of Recommended Strategies and Additional Costs

A summary of recommended strategies and potential additional costs are presented in Table ES-1. Over the next six years, implementation of recommended strategies is estimated to cost approximately \$205,000 in 2017 dollars. This cost estimate reflects only the new services or programs to be implemented by Adams County. It does not reflect costs associated with existing programs, nor does it reflect the significant costs incurred by private firms, public agencies, or residents who also have roles in managing solid waste in Adams County.

Table ES-1. Summary of Plan Recommendations (Additional Costs, 2017 dollars)

Recommendation	Six-Year Cost Estimate
3. Waste Reduction, Recycling and Education	
WRR1) Adopt the updated list of designated materials and maintain it through periodic review and updates.	-
WRR2) Incorporate an education and promotion program.	-
WRR3) Provide support for recycling at public events when curbside recycling becomes available in Adams County and recycling services are available to businesses.	\$10,000
WRR4) Work cooperatively with the cities and towns to establish standards that promote residential waste reduction and curbside recycling programs.	-

Recommendation	Six-Year Cost Estimate
WRR5) Encourage signatory cities to consider implementation of Pay-As-You-Throw pricing for garbage.	-
4. Solid Waste Collection	
SWC1) Continue to require waste to be routed through Adams County-owned facilities in future interlocal agreements.	-
SWC2) Review collection contracts to confirm compliance with the Plan.	-
5. Energy Recovery	
ER1) Adams County will monitor developments and progress in waste processing and conversion technologies.	-
6. Transfer Facilities	
TS1) Evaluate the Bruce Transfer Station building and determine modifications to increase capacity to process and store more waste.	\$20,000
TS2) Review Operational Plan and evaluate operations Bruce Transfer Station to increase capacity.	\$20,000
TS3) Continue to maintain the operations of the transfer stations.	-
TS4) Continue to require that all MSW be routed through Adams County owned and operated transfer stations.	-
TS5) Evaluate need for extended or seasonal hours of operations.	-
7. Disposal	
D1) Explore potential haul cost reduction measures.	-
D2) Review and update the Mitigation Agreement between Adams County and WMW, as necessary.	-
D3) Continue to leave the option open for Adams County to own and potentially operate its own landfill.	-
8. Special Wastes	
SW1) Continue to dispose special wastes through a cooperative effort with the Adams County Health Department and Ecology.	-
SW2) Consider an update to the Transfer Station Operational Plan that addresses handling and disposal of special wastes and update it as necessary to address new issues or special wastes.	\$5,000
SW3) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.	-
SW4) Promote proper reuse, recycling and disposal of C&D.	-
SW5) Consider partnering with private organizations to promote recycling and reuse of C&D wastes and building materials.	-



Recommendation	Six-Year Cost Estimate
SW6) Develop an internal plan for handling disaster debris, in coordination with the Adams County Emergency Management.	\$5,000
SW7) Consider cost effective methods to comply with removal, recycling and disposal of oil and CFC's from appliances.	-
9. Moderate Risk Waste	
MRW1) Implement a public education and outreach program for handling of MRW waste for households.	\$5,000
MRW2) Consider upgrades and expansions of the MRW handling facilities at the Bruce Transfer Station and Ritzville Transfer Station.	\$140,000
MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).	-
MRW4) Consider implementing a fee based program to accept SQG waste at the Bruce Transfer Station and the Ritzville Transfer Station.	-
10. Administration and Enforcement	
AE1) Consider pursuing some of the additional funding strategies listed in Table 10-3 that can be implemented by Adams County directly and independently from other alternatives.	-
AE2) Consider adopting a flow control ordinance.	-
AE3) Provide adequate funding to increase staff at county and city levels, as needed.	-
AE4) Include the Technical Advisory Committee in the review of all new solid waste facility permit requests.	-
Total Estimated Six-Year Cost of Management Recommendations	\$205,000



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- Appendix D. WUTC Service Area Maps
- Appendix E. Adams County and Waste Management of Washington, Inc. Agreements
- Appendix F. 2017 Rates Resolution
- Appendix G. SEPA Checklist
- Appendix H. WUTC Cost Assessment Questionnaire
- Appendix I. Comments and Responses

Acronyms and Abbreviations

2004 Plan	Adams County Comprehensive Solid Waste Management Plan, January 2005
BD	Basin Disposal, Inc.
BSE	Bovine Spongiform Encephalopathy
C&D	Construction and Demolition
CDS	Consolidated Disposal Services, Inc.
CFCs	Chlorofluorocarbons
d/b/a	Doing Business As
DDMP	Disaster Debris Management Plan
Ecology	Washington State Department of Ecology
e.g.	For Example
EIS	Environmental Impact Statement
EMP	Emergency Management Plan
EPA	United States Environmental Protection Agency
E-Waste	Electronic Wastes
FEMA	Federal Emergency Management Agency
GWRL	Greater Wenatchee Regional Landfill
H5N1	Highly Pathogenic Asian Avian Influenza A
HDR	HDR Engineering, Inc.
HHW	Household Hazardous Waste
MRW	Moderate Risk Waste
MSW	Municipal Solid Waste
OFM	Washington State Office of Financial Management
PCS	Petroleum Contaminated Soils
Plan	Comprehensive Solid Waste Management Plan
RCRA	Resource Conservation and Recovery Act
RCW	Revised Code of Washington
RDC	Regional Disposal Company
RFP	Request For Proposals
SD	Sunshine Disposal and Recycling
SEPA	State Environmental Policy Act
SQG	Small Quantity Generator
SWAC	Solid Waste Advisory Committee
WAC	Washington Administrative Code
WGA	Waste Generation Area
WMW	Waste Management of Washington, Inc.
WSDA	Washington State Department of Agriculture
WTE	Waste To Energy
WUTC	Washington Utilities and Transportation Commission
WW	Wheatland Waste Systems



Chapter 1.0 Background

1.1 Introduction

This Comprehensive Solid Waste Management Plan (Plan) recommends strategies to manage solid waste and moderate risk waste (MRW) generated in Adams County, Washington. Solid waste handling includes management, storage, collection, diversion, transportation, treatment, use, processing, and final disposal. This Plan includes recommendations for municipal solid waste (MSW), MRW, diversion, construction and demolition (C&D) debris, and special wastes.

1.2 Purpose

Washington State law assigns primary responsibility for managing MSW and MRW to local governments. Revised Code of Washington (RCW) 70.95 requires local government to maintain current solid waste management plans. RCW 70.105 requires local government to develop plans for managing hazardous waste, which in this Plan is covered in Chapter 9 Moderate Risk Waste.

The purpose of this Plan is to develop recommended waste management strategies for the period years 2017 through 2023. The Plan also looks forward to ensure that sufficient processing and disposal options will be available for at least the next twenty years, or through year 2037.

Local plans must be complete and in good standing to receive grant monies from the Washington State Department of Ecology (Ecology) Coordinated Prevention Grant program, which is a funding source for non-disposal related programs and activities.

1.3 Goals and Objectives

The mission statement for this Plan is as follows:

The overall goal of Adams County and the participating jurisdictions is to provide customers with accessible, efficient, reliable, and affordable solid waste collection, handling, recycling and disposal services in order to improve our quality of life while protecting and preserving human health, environmental quality and natural resources.

For each element of the solid waste management plan, goals were developed. An assessment of existing conditions relative to each element was made and then an identification of needs and opportunities followed. An evaluation of the alternatives was then performed and recommendations for specific programs, policies or actions were selected and adopted.

In summary, the goals for the Plan are as follows:

- Manage the solid waste management system in the most efficient and cost-effective way to best protect public health, safety, and the environment.
- Reduce the solid waste stream through enhancement of the waste reduction, recycling, and diversion programs while supporting public-private partnerships.

- Provide accessible, convenient and reliable services for managing solid waste and moderate risk waste materials.
- Handle special wastes by recycling or disposal in a safe manner.
- Evaluate the need for, and provide, as necessary, additional solid waste management facilities and technology to enhance existing infrastructure.
- Increase public awareness on solid waste issues and provide public education.
- Reduce the occurrence and environmental impacts associated with illegal dumping.
- Ensure compliance with State and local solid waste and MRW regulations.
- Manage waste in a manner that promotes Washington State’s waste management priorities presented in Ecology’s Moving Washington Beyond Waste and Toxics document.

1.4 Participants in the Planning Process

This document was developed with the guidance of the Adams County Solid Waste Advisory Committee (SWAC) whose participation is gratefully acknowledged. Refer to Adams County Commissioners Resolution R-6-92 in the matter of establishing the terms for SWAC members. SWAC bylaws and members are included in Appendix A. Committee members and their affiliation are shown in Table 1-1.

Table 1-1. Adams County Solid Waste Advisory Committee

Name	Affiliation/Title
Jeffrey Stevens	Adams County Board of County Commissioners
Corey Everett	City of Othello
Gary Cook	City of Ritzville
Jamie Schmunk	Town of Lind
Vacant	Town of Washtucna
Mark Wash	Consolidated Disposal Services, Inc./Waste Management Industry
Larry Koch	Public Interest Group
Darrel Koss	Private Citizen
Layne Iltz	Business and Industry/Agriculture

1.5 Planning Area

The planning area includes the incorporated and unincorporated areas of Adams County, Washington. This includes the cities and towns of Othello, Ritzville, Hatton, Lind and Washtucna.

1.6 Planning Authority

This Plan is intended to satisfy the participating jurisdictions' responsibilities for maintaining a current solid waste management plan in accordance with RCW 70.95, and to provide a local hazardous waste management plan in accordance with RCW 70.105.

Cities and counties share the responsibility for developing and maintaining a local solid waste management plan. RCW 70.95.080 provides cities with three alternatives for satisfying their planning responsibilities:

- Prepare and deliver to the county auditor a city solid waste management plan for integration into the county solid waste plan;
- Enter into an agreement with the county to prepare a joint city-county plan; or
- Authorize the county to prepare a plan for the city for inclusion in the county plan.

The incorporated communities of Othello, Ritzville, Hatton, Lind and Washtucna executed interlocal agreements with Adams County regarding solid waste management. The agreements authorize Adams County to prepare a countywide solid waste management plan that includes each of these cities and towns.

Participating cities and towns have both the opportunity and responsibility to participate in Plan development, review and comment on the draft Plan, and to adopt the final Plan.

Executed Solid Waste Interlocal Agreements can be found in Appendix B. Resolutions of adoption for this Plan can be found in Appendix C.

1.7 Plan Development Process

The Plan was developed over a period of approximately three months. The process began in April 2017 with the contract execution for HDR Engineering, Inc. (HDR), as the team that would lead development of the Plan. During the three months technical research, analysis, and recommendations were prepared by HDR and discussed with Adams County staff, the Adams County Health Department, the SWAC, stakeholders, interested members of the public, and interest groups. This participatory, interactive process was undertaken in order to prepare and build support for the Plan.

The public participation process was largely focused on the SWAC. The Board of County Commissioners appointed SWAC members. Members are selected to represent a balance of interests including citizens, public interest groups, business, the waste management industry, local elected public officials, and the agricultural industry. The SWAC provides guidance to the Adams County Department of Public Works Solid Waste Division in the development of programs and policies concerning solid waste handling and disposal. The SWAC reviews and comments on rules, policies, resolutions, and ordinances before they are proposed for adoption. SWAC meetings are open to the public and meeting notices are published beforehand.

The anticipation is the Plan will be adopted by each participating city or town and by the Board of County Commissioners in meetings open to the public.

1.8 Status of Previous Plans

This Plan supersedes previous solid waste and MRW management plans including the *2004 Adams County Comprehensive Solid Waste Management Plan (2004 Plan)* and *the 1992 Moderate Risk Waste Management Plan*. Table 1-2 lists key recommendations from the 2004 Plan and their current implementation status.

Table 1-2. Status of Previous Solid Waste Management Recommendations

Recommendations	Status
<i>Waste Reduction</i>	
Expand public education and school programs	Ongoing
Establish a waste exchange network	Not Implemented
Promote a backyard composting program	Ongoing
Evaluate variable collection rate structure	Ongoing
Promote waste reduction programs in offices and public agencies	Ongoing
Support private industry and business waste reduction through waste audits	Not Implemented
Establish non-financial incentive programs to recognize outstanding waste reduction performance	Not Implemented
Monitor waste reduction progress	Ongoing
<i>Recycling</i>	
Curbside recycling in Othello and Ritzville if implemented	Not Implemented
Maintain drop-off centers in towns	Ongoing
Encourage use of drop-off centers by rural residents	Ongoing
Maintain drop-off facilities at transfer stations	Ongoing
Sponsor industrial recycling through waste audits	Not Implemented
Establish and maintain county monitoring program	Ongoing
<i>Solid Waste Collection</i>	
Curbside recycling in Othello and Ritzville if implemented	Not Implemented
Rural drop-off facilities for recyclables	Ongoing
Evaluate variable collection rates	Not Implemented
<i>Energy Recovery</i>	
Consider the Spokane Incinerator as an emergency backup facility to dispose of all or part of the Adams County solid waste stream, but only on a temporary basis	Not Implemented
Adams County should execute an interlocal agreement with Spokane County for use of the incinerator now, prior to the need arising in an emergency	Not Implemented
<i>Transfer Facilities</i>	
Maintain operations of transfer facilities	Ongoing
Maintain drop-off recycling facilities	Ongoing
<i>Waste Import and Export</i>	
Continue waste export to out-of-county landfill	Ongoing



Table 1-2. Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Discourage waste export to landfills outside of Washington State that do not meet state and federal minimum standards	Ongoing
Avoid export to landfills that have environmental problems, or are designated as Super Fund clean up sites	Ongoing
Landfilling	
Maintain compliance for closure responsibilities at Bruce Landfill	Completed
Monitor compliance at the regional facility	Ongoing
Special Wastes	
Develop CDL waste disposal site and plan for in-county waste	Not Implemented
Continue automobile and appliance recycling	Ongoing
Continue management of waste tires	Ongoing
Establish Health Department monitoring program for infectious waste	Ongoing
Enforcement and Administration	
Increase staff funding, form Solid Waste Management jurisdiction	Not Implemented
Additional staff and funding for Health Department	Ongoing
Develop funding sources	Not Implemented
Encourage private sector in development of waste reduction and recycling	Ongoing

1.9 Relationship to Other Plans

This section provides information on how this Plan is related to other State and Local documents.

1.9.1 The State Solid and Hazardous Waste Plan – Moving Washington Beyond Waste and Toxics

Ecology released a waste and toxics reduction plan in June 2015. Moving Washington Beyond Waste and Toxics focuses on reducing waste and toxics by adopting a sustainable materials management approach, which is also used by the United States Environmental Protection Agency (EPA). This approach looks at the full life cycle of materials from the design and manufacturing, through use, to disposal or recycling. The EPA believes a sustainable materials management approach can help identify more sustainable ways to produce products that are less impactful to the environment.

Moving Washington Beyond Waste and Toxics' vision is as follows: *“We can transition to a society where waste is viewed as inefficient, and where most wastes and toxic substances have been eliminated. This will contribute to economic, social and environmental vitality.”* The following four priorities are included in Moving Washington Beyond Waste and Toxics:

- Increase our focus on manufacturing and use phases, not just on end-of-life issues;
- Reduce toxic threats in products and industrial processes;

- Increase efficiency of recycling (including organic processing) systems, and maximize effectiveness of existing solid and hazardous waste infrastructure; and
- Mitigate climate change through waste reduction, reuse, and recycling.

1.9.2 2005 Adams County Comprehensive Plan

The 2005 Adams County Comprehensive Plan provides development policy framework.

Chapter 5: Facilities and Utilities Element of the Comprehensive Plan indicates this element serves as a framework for making decisions about a County-owned facility, service and utility improvement projects, as well as providing a guide for orderly growth as identified in the other elements of the 2005 Adams County Comprehensive Plan. The 2005 Adams County Comprehensive Plan encourages the service purveyors to consider the information and vision presented in the document when planning for capital improvements in the future.

1.10 Required Plan Elements

This Plan is intended to meet or exceed applicable requirements set by Washington State. RCW 70.95.090 establishes requirements for local solid waste management plans. Local plans are required to include the following elements:

- An inventory and description of solid waste handling facilities including any deficiencies in meeting current needs;
- The projected 20-year needs for solid waste handling facilities;
- A program for the development of solid waste handling facilities that meets applicable laws and regulations, takes into account the comprehensive land use plans of participating jurisdictions, contains a six-year construction and capital acquisition program and a plan for financing both capital costs and operational expenditures;
- A program for surveillance and control (to avoid or mitigate the negative impacts of improper waste handling);
- An inventory and description of solid waste collection operations and needs within each jurisdiction, including state collection certificate holders and municipal operations;
- A comprehensive waste reduction and recycling element;
- An assessment of the Plan's impact on the costs of solid waste collection; and
- A review of potential areas that meet state criteria for land disposal facilities.

RCW 70.105.220 establishes the required elements for local hazardous waste management plans identified below:

- A plan or program to manage MRW including an assessment of the quantities, types, generators, and fate of MRW in the jurisdiction;
- A plan or program to provide for ongoing public involvement and education including the potential hazards to human health and the environment resulting from improper use and disposal of the waste;
- An inventory of existing generators of hazardous waste and facilities managing hazardous waste within the jurisdiction;
- A description of the public involvement process used in developing the plan; and
- A description of the eligible zones designation in accordance with RCW 70.105.225.

1.11 Regulatory Overview

The statutes and regulations that govern solid waste handling are briefly summarized below.

1.11.1 Solid Waste Handling Standards

A rule governing solid waste facilities and handling practices, Washington Administrative Code (WAC) 173-350, also known as *Solid Waste Handling Standards* went into effect in 2003. This rule replaced WAC 173-304. WAC 173-350 sets out standards of operation and permitting requirements for solid waste handling facilities for recycling, intermediate handling (i.e., transfer), composting, MRW, and tires (unless exempted by definition or due to beneficial use). The rule regulates landfill disposal of a new category of wastes called “inert” wastes. In 2013, Ecology began the development of a rule update proposal to WAC 173-350. As of February 2017, Ecology is evaluating comments received on the proposed rule update.

WAC 173-350 also places importance on local solid waste management plans (such as this document) by requiring solid waste handling facilities (whether exempt or requiring a permit) to conform to local solid waste plans. WAC 173-350 also states a facility’s exemption for handling only recyclable materials is contingent on meeting the definition of a recyclable material as designated in a local solid waste management plan.

Landfill disposal of solid waste is regulated under a separate rule, WAC 173-351, *Criteria for Municipal Solid Waste Landfills*. This rule was last revised in October 2015. Adams County has issued an active permit to Waste Management of Washington, Inc. for operations of a Municipal Solid Waste Landfill near Washtucna. The landfill is currently not operational. See Chapter 7 Disposal for additional information.

1.11.2 Hazardous Waste Management Act

In 1982, Ecology adopted rules that combined the state and federal regulation of hazardous wastes. These rules, as amended several times in the ensuing years, are contained in WAC 173-303 and are the main body of regulations for hazardous wastes in this State. In 1983, the State Legislature adopted a hierarchy of hazardous waste management methods in RCW 70.105.150. In descending order of priority for management, the hierarchy is waste reduction; waste recycling; physical, chemical, and biological treatment; incineration; solidification/stabilization treatment; and landfill.

Amendments to RCW 70.105 in 1985 and 1986 defined MRW and required that local governments (counties) develop plans for the proper management of MRW. As stated in RCW 70.105.007(3), the legislature’s intent was “to promote cooperation between state and local governments by assigning responsibilities for planning for hazardous waste to the state and planning for MRW to local government.” In 1987, the legislature appropriated funds for grants to counties to assist in their planning efforts and clarified the schedule.

The legislature enacted the Used Oil Recycling Act, RCW 70.95I in 1991. This statute requires local governments to manage used oil in conjunction with their MRW programs and to submit annual reports to Ecology. Local governments were required to adopt used oil recycling amendments to their MRW management plans by July 1, 1993.

New *Solid Waste Handling Standards* (WAC 173-350) were developed by Ecology and became effective February 10, 2003. These standards address MRW facilities (including construction, record keeping and reports).

The *Dangerous Waste Regulations* (WAC 173-303) have been amended several times to address new issues and to incorporate new provisions of state and federal regulations.

1.12 Summary of Changes in Solid Waste Regulation and Policy Since 2004

Several new rules have been adopted since the 2004 Plan was developed. Important new rules and regulations for consideration in the Plan development are shown below (not in order of priority).

1.12.1 Secured Load Requirements

State regulation, RCW 46.61.655, applies to people hauling garbage and other materials. The regulation states that “*no vehicle shall be driven or moved on any public highway unless such vehicle is... loaded as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping.*” The regulation allows for fines to be levied against violators.

1.12.2 Flow Control of Construction and Demolition Debris Destined for Recycling

The Washington State Legislature amended RCW 70.95.305; and reenacted and amended RCW 70.95.020 effective July 24, 2005. The Act (SB5788 and HB1817) dealt with the flow control issue related to C&D waste primarily by stipulating (1) that as long as independent recyclers did not take recyclable C&D wastes directly to a landfill, but took them to permitted recycling processing centers, then the public interest of health and safety and recycling goals were being served; and (2) that a separate container for solid waste would be provided at all sites from where recyclable materials are generated and transported.

1.12.3 Transport of Recyclables

In 2005, the Washington State Legislature passed Senate Bill 5788 regarding transporter and facility requirements for recyclable materials. This bill is now reflected in RCW 70.95.400 and WAC 173-345. The purpose of this regulation is to establish minimum standards for handling the transportation of recyclables, ensure that recyclables are diverted from the waste stream for recycling, and are routed to facilities where recycling occurs. The regulation applies to businesses that transport recyclables from commercial or industrial generators that are required to possess a permit to operate issued by the Washington Utilities and Transportation Commission (WUTC) under RCW 81.80. This rule also applies to facilities that recycle solid waste, except for those facilities with current solid waste handling permits issued under RCW 70.95.170.

1.12.4 Ban on Sale of Mercury-Containing Products

In 2006 the Mercury Education and Reduction Act (RCW 70.95M) made it illegal to sell most items that contain mercury, including thermometers, manometers, toys, games and jewelry. The sale of thermostats containing mercury is now illegal unless the manufacturer provides a

thermostat recycling program. The sale of mercury-containing fluorescent light bulbs is still allowed, but labeling to warn consumers that the bulbs contain mercury is now required.

1.12.5 Public Event Recycling

Effective July 22, 2007, a new State law (RCW 70.93.093) requires a recycling program at every official gathering and sports facility in communities with established recycling programs. This law requires vendors that sell beverages in single-use bottles and cans ensure that a recycling program is available at the event.

1.12.6 Ban on Improper Disposal of Electronic Waste

The EPA determined that disposal of electronic wastes, otherwise known as “e-waste”, into MSW landfills posed a risk to public health and the environment due to the presence of leachable quantities of lead and other toxics. This caused considerable concern about how to dispose of the rapidly growing volumes of e-waste in our society, and raised awareness about the need to encourage producer responsibility for the design, recycling, and eventual disposal of their products.

In 2006 Washington adopted a law that requires the establishment of a system to recycle electronic wastes, including computers, monitors and televisions. This system will be available at no charge to consumers, and will be financed by manufacturers of the electronic equipment.

Rules to implement this law, WAC 173-900 Electronics Product Recycling Program, were adopted in October 2007. The new system became effective on January 1, 2009.

1.12.7 Exemption from Solid Waste Handling Permit Requirements for Anaerobic Digesters

Effective July 1, 2009, a new State law (RCW 70.95.330) allows certain anaerobic digesters an exemption from obtaining a solid waste handling permit provided they meet specified criteria.

1.12.8 Tire Fee Reinstated

In 2009, RCW 70.95 was amended to reinstate the tire fee and to remove the sunset (expiration) date for the fee. The original tire fee, which expired in 1994, was used to clean up tire dumps, fund a special study of tires, and conduct other activities. The new fee is also intended to clean up unauthorized tire dumps and to help prevent future accumulations of tires.

1.12.9 Mercury-Containing Lights Product Stewardship Program

WAC 173-910 requires establishment of a product stewardship program for mercury-containing lights throughout Washington State. Producers of mercury-containing lights sold for residential use must finance and participate in the product stewardship program by doing the following:

- Funding its producer share cost of the standard plan and program operated by the department-contracted stewardship organization or operating, either individually or jointly, an independent plan and program approved by Ecology.
- Pay administrative and operational costs associated with the standard program or the independent program in which they participate, except for the collection costs associated with curbside and mail-back collection programs. For curbside and mail-back programs, a stewardship organization must finance the costs of transporting and processing

mercury-containing lights from the point of accumulation. For collection locations, including household hazardous waste (HHW) facilities, charities, retailers, government recycling sites, or other suitable locations, a stewardship organization must finance the costs of collection, transportation, and processing of mercury-containing lights collected at the collection locations.

- Submit market share data to Ecology to determine market share in the event more than one approved product stewardship plan is operating.
- Meet its financial obligations to the plan, which includes Ecology's annual fee.
- Comply with producers' requirements.
- Participate in a fully implemented plan.
- Take actions required to correct violations.

Refer to Chapter 9 Moderate Risk Waste for additional information.

1.12.10 Revenue-Sharing Agreements

An update to RCW 81.77.185 allows waste collection companies to retain up to fifty percent of the revenue paid to the companies for the material if the companies submit a plan to the WUTC that is certified by the appropriate local government authority as being consistent with the local government solid waste plan and that demonstrates how the revenues will be used to increase recycling. The remaining revenue shall be passed to residential customers.

1.12.11 County Comprehensive Solid Waste Management Plan

In 2010, RCW 70.95.080 was updated to indicate that when updating a solid waste management plan, after June 10, 2010, each local comprehensive plan must, at a minimum, consider methods that will be used to address the following:

- C&D waste for recycling or reuse;
- Organic material including yard debris, food waste, and food contaminated paper products for composting or anaerobic digestion;
- Metals, glass, and plastics for recycling; and
- Waste reduction strategies.

1.12.12 Paper Conservation Program—Paper Recycling Program

A new state regulation, RCW 70.95.725, requires that by July 1, 2010, each state agency shall develop and implement the following:

- A paper conservation program. Each state agency shall endeavor to conserve paper by at least thirty percent of their current paper use.
- A paper recycling program to encourage recycling of all paper products with the goal of recycling one hundred percent of all copy and printing paper in all buildings with twenty-five employees or more.

1.12.13 Develop and Establish Objectives and Strategies for the Reuse and Recycling of Construction Aggregate and Recycled Concrete Materials

Effective January 1, 2016, RCW 70.95.805 requires that local governmental entities with a population of one hundred thousand residents or more must, as part of their contracting process, request and accept bids that include the use of construction aggregate and recycled

concrete materials for each transportation, roadway, street, highway, or other transportation infrastructure project. Prior to awarding a contract for a transportation, roadway, street, highway, or other transportation infrastructure project, the local governmental entity must compare the lowest responsible bid proposing to use construction aggregate and recycled concrete materials with the lowest responsible bid not proposing to use construction aggregate and recycled concrete materials, and award the contract to the bidder proposing to use the highest percentage of construction aggregate and recycled concrete materials if that bid is the same as, or less than, a bidder not proposing to use construction aggregate and recycled concrete materials or proposing to use a lower percentage of construction aggregate and recycled concrete materials.

1.12.14 Quarantine – Agricultural Pests

The Washington State Department of Agriculture (WSDA) amended WAC 16-470 by adding MSW, yard debris, organic feedstocks, organic materials, and agricultural wastes to the list of commodities regulated under the apple maggot quarantine. Special permits are required for the following:

- Transportation and disposition of MSW from an area under quarantine for disposal at a solid waste landfill or disposal facility in the apple maggot and plum curculio pest-free area.
- Transportation and disposition of yard debris, organic feedstocks, organic materials, and agricultural wastes from the area under quarantine for disposal at a solid waste landfill or treatment at a composting facility in the apple maggot and plum curculio pest-free area.

Refer to Chapter 8 regarding Special Wastes for additional information regarding how these rules affect solid waste in Adams County.



Chapter 2.0 Waste Stream

2.1 Introduction

This chapter provides information on population and waste generation rates. This data is used in various ways in the following chapters, such as assessing the need for or determining the impact of a proposed new program.

2.2 Waste Stream and Population Projections

This section presents information regarding past and present information and future projections regarding waste generated in Adams County.

2.2.1 Population and Waste Generation Rates

Population

Current population levels and future population growth are important factors to consider for solid waste management plans. People create solid waste and in general, the more people there are (now and in the future), the more waste is created.

Table 2-1 provides current and future estimates of the population in Adams County. This table uses population figures produced by the Washington State Office of Financial Management (OFM), which OFM based on Census 2010 results and adjustments made through 2016. For future population projections, the OFM actually produces three different sets of forecasts for population growth: a low, medium, and high series. The medium series figures are used in this Plan.

Table 2-1. Adams County Current and Future Population Estimates

Area	2005 ¹	2008 ¹	2010 ²	2013 ²	2016 ²	2020 ³	2025 ³	2030 ³	2035 ³
Adams County, Total	17,643	18,214	18,728	19,067	19,510	21,640	22,964	24,289	25,690
Unincorporated Areas	8,507	8,742	8,818	8,875	9,105	10,128	10,747	11,367	12,023
Incorporated Areas	9,136	9,472	9,910	10,192	10,405	11,512	12,217	12,922	13,667
Cities:									
Othello	6,551	6,931	7,364	7,631	7,875	8,737	9,273	9,808	10,374
Ritzville	1,695	1,681	1,673	1,679	1,660	1,842	1,955	2,068	2,187
Hatton	97	96	101	103	110	127	134	142	150
Lind	556	550	564	572	550	576	611	646	683
Washtucna	237	214	208	207	210	230	244	258	273

1. Data for these years are from the OFM's "Intercensal Estimates of April 1 Population and Housing, 2000-2010," <http://www.ofm.wa17.gov/pop/april1/hseries/default.asp>. (OFM 2011).
2. Data for these years are from the OFM's "April 1, 2016 Population of Cities, Towns and Counties, 2010-2016," <http://www.ofm.wa.gov/pop/april1/default.asp>. (OFM 2016).
3. Total population data for the years 2020 through 2035 is from the OFM's "Projections of the Total Resident Population for the Growth Management Act, Medium Series: 2010 to 2040 by five year intervals,"

<http://www.ofm.wa.gov/pop/gma/projections12/projections12.asp>. Population figures by area and city for the years 2020 through 2035 assume the same breakdown as 2016.

According to the OFM April 2016 Population Changes and Rank Report, Adams County is the thirty-first most populated county in Washington State and incurred a 4.18% growth in population from April 2010 to April 2016.

Waste Generation Rates

Washington State defines solid waste as “all putrescible and non-putrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials” (WAC 173-350-100).

This Plan focuses primarily on MSW, consisting of those wastes generated by residential and commercial sources that are meant to be handled by Adams County’s solid waste disposal system. Wastes generated by industrial and agricultural sources are generally included to the extent that these are similar to what is disposed through Adams County’s system and they do not require special handling. Special wastes handled separately by these sources are only addressed briefly in this Plan in Chapter 8 Special Wastes.

Table 2-2 shows the 2014 solid waste disposed in Adams County at County-owned transfer stations. This table also shows the amount of materials recycled or diverted through various drop-off and collection programs in Adams County as well as the amounts of C&D debris and other special wastes disposed of in Adams County or taken to other facilities in 2014. These materials are accounted for in developing a waste generation rate because tonnages may shift from one facility to another in the future due to new programs, changes in rates, or other factors.

Table 2-2. Current Waste Generation Rate (2014)

Facility and Waste Stream	Annual Amount
MSW Collected and Disposed at Columbia Ridge Landfill:	
Bruce Transfer Station	13,482 Tons
Ritzville Transfer Station	2,969 Tons
Recycling Tonnages (tonnage includes yard waste)	6,274 Tons
Total	22,725 Tons
C&D Materials to Graham Road Landfill	66 Tons
Special Wastes to Other Landfills	254 Tons
Additional Diverted Materials	6,257 Tons
Grand Total, All Solid Waste	29,559 Tons
Population (2014 Estimate)	19,179 Persons
Waste Generation Rate, per person per year	3,055.63 Pounds
Waste Generation Rate, per person per day	8.37 Pounds

Note: MSW tonnages are 2014 figures from Adams County records and other tonnages are 2014 figures Ecology tonnage records.

In Table 2-3, waste quantities have been projected using the current (2014) per capita generation rate multiplied by population forecasts for Adams County. The current generation



rate was calculated by combining the tons disposed in 2014 with the tons recycled, diverted, or sent to special landfills in 2014 and then dividing by the population in 2014. By applying the current per capita rate to future years, the projected figures for 2015 through 2035 assume no change in waste generation or disposal practices, or in the percentage of material recycled and reduced. This approach also assumes no change in the amount of waste migrating to out-of-county facilities and other factors (such as the ratio of annual tourists and migrant workers to the general county population).

Table 2-3. Project Waste Quantities (2014)

Year	Total Population ¹	Waste Generated ²	Waste Generation Rate	Amount Recycled ³	Amount Diverted ³	Amount Disposed ³
Actual Amounts:						
2014	19,179	29,302	8.37	6,274 (21.41%)	6,257 (21.35%)	16,771 (57.24%)
Projected Amounts⁴:						
2016	19,510	29,808	8.37	6,382	6,364	17,062
2020	21,640	33,062	8.37	7,079	7,059	18,925
2025	22,964	35,085	8.37	7,512	7,491	20,083
2030	24,289	37,109	8.37	7,945	7,923	21,241
2035	25,690	39,250	8.37	8,403	8,380	22,466

Note: All figures, except the year, population and generation rate, are shown as tons per year. The waste generation rate is shown as pounds per person per day.

1. Population figures are from Table 2-1.
2. Projected waste generation figures for 2015 through 2035 are based on the estimated waste generation rate for 2014 (8.37 pounds per person per day) and population forecasts.
3. The projected amounts of recycling, other diversion, disposed MSW and other wastes assume the same percentage of the total waste generated as in Table 2-2.

2.2.2 Recycling Data

The most recent recycling survey conducted by Ecology suggests that 27.23% of Adams County’s MSW was recycled or composted (see Table 2-4). This figure is generally called a *recycling rate*, although it sometimes includes composting and some reuse as well.

Ecology also defines a *diversion rate*, which includes several additional materials shown in Table 2-4 that are not included in the stricter recycling rate. These diverted materials include specific materials such as agricultural organics and tires, which are still being put to a beneficial use but simply do not count as recycling as defined by Washington State. Diverted materials also include wastes delivered to C&D landfills and special wastes sent to other facilities. Including these other wastes equates to an overall diversion rate of 42.77%.

Table 2-4. Recycled and Diverted Materials (2014)

Materials	Annual Tons	Percent of Total Tons of MSW	Percent of Total Tons Generated
Recycled			
Aluminum Cans	2.00	0.01%	0.01%
Cardboard	732.15	4.37%	2.50%
Electronics	11.44	0.07%	0.04%
Fluorescent Light Bulbs	0.61	0.00%	0.00%
Fats, Oils, Grease, Other Meat Rendering	1,918.00	11.44%	6.55%
HDPE Plastics	15.00	0.09%	0.05%
LDPE Plastics	9.55	0.06%	0.03%
Metals/Appliances	1,673.60	9.98%	5.71%
Mixed Waste Paper	2.00	0.01%	0.01%
Newspaper	20.00	0.12%	0.07%
Textiles	29.13	0.17%	0.10%
Tin Cans	2.00	0.01%	0.01%
Used Motor Oil	100.64	0.60%	0.34%
Vehicle Batteries	47.30	0.28%	0.16%
Wood	1,495.71	8.92%	5.10%
Yard Debris	215.00	1.28%	0.73%
Tons Recycled/Composted	6,274.13	37.31%	21.41%
Tons Disposed at Landfills	16,771.00	-	-
Total Tons of MSW	23,045.13	-	-
Recycling Rate	27.23%	-	-
Diverted			
Agricultural Organics	6,210.39	37.03%	21.19%
Antifreeze	2.57	0.02%	0.01%
Batteries – Commercial/Industrial	0.22	0.00%	0.00%
Oil Filters	3.98	0.02%	0.01%
Tires (Energy Recovery, Baled, and Reuse)	39.10	0.23%	0.13%
Miscellaneous, Other	0.86	0.01%	0.00%
Tons Diverted	6,257.12	37.31%	21.35%
Tons Diverted and Recycled/Composted	12,531.25	73.65%	42.76%
Tons Disposed at Landfills	16,771.00	-	-
Total Tons Generated	29,302.25	-	-
Overall Diversion Rate	42.77%	-	-

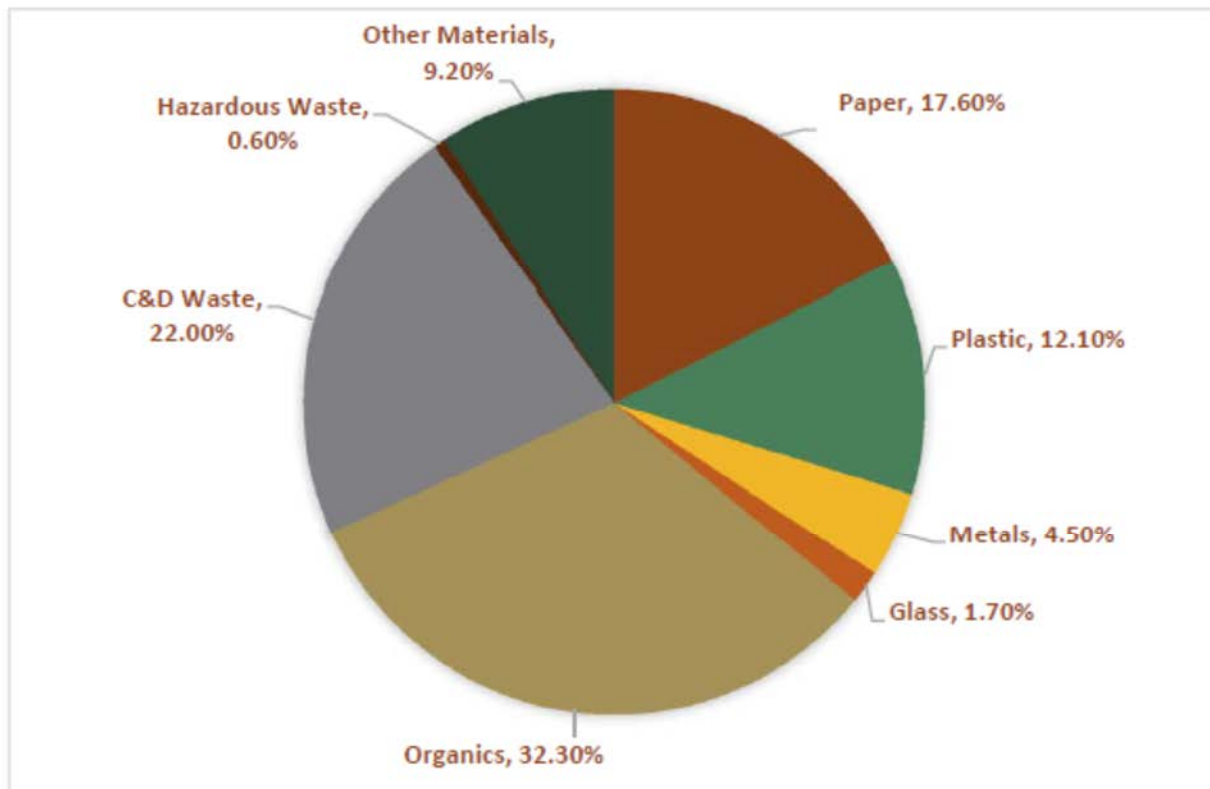
Note: Data for recycled and diverted materials, and for the amount of “other wastes,” are from the 2013 annual survey conducted by Ecology. The figure for tons disposed is from Adams County 2014 records.

2.2.3 Composition of Disposed MSW

Ecology commissioned Cascadia Consulting Group to conduct a four-season MSW characterization study during 2015-2016. The study characterizes the disposed MSW stream in Washington State in support of the state Solid and Hazardous Waste Plan and incorporates a packaging versus product analysis, detailed composition results for six waste generation areas, and a supplementary analysis that combines the statewide results with existing county waste composition studies.

Before any discussions of data collection began, Ecology first selected ten counties in which to collect and sort waste samples. These ten counties represent Washington’s six Waste Generation Areas (WGA): Central, East, Northwest, Puget Sound, Southwest, and West. Adams County falls within the East WGA. The six WGAs combine similar regions and take into account the geographic, demographic, and economic variation found throughout the state. Figure 2.1 presents an overview of the 2016 Eastern Washington Waste Composition Study by material type disposed and percentage of the waste stream.

Figure 2.1. 2016 Eastern Washington Waste Composition Study



Waste composition can be expected to change in the future due to changes in consumption patterns, packaging methods, disposal habits, tourism and other factors. These changes are difficult to predict in the long term. Furthermore, implementation of this Plan is expected to affect waste composition in Adams County by changing purchasing and disposal habits. Utilizing the compositional analysis derived for the East WGA, Table 2-5 illustrates composition of the total measured County waste stream.

Table 2-5. Adams County Waste Stream

Materials	Waste Stream ¹	
	Percent by Weight	Tons of Material
<i>Paper</i>	17.6%	2,952
Cardboard	3.4%	570
Newspaper	0.7%	117
Other Recyclable Paper	5.3%	889
Compostable Paper	5.9%	989
Non-Recoverable Paper	2.3%	386
<i>Plastic</i>	12.1%	2,029
PET Bottles	1.1%	184
HDPE Bottles	1.3%	218
Other Recyclable Plastic	5.4%	906
Recyclable Film	4.3%	721
<i>Glass</i>	1.7%	285
Clear Containers	0.6%	101
Brown Containers	0.3%	50
Green Containers	0.2%	34
Non-Recyclable Glass	0.6%	101
<i>Metals</i>	5.1%	855
Aluminum Cans	0.3%	50
Tin Cans	0.4%	67
Other Ferrous	1.8%	302
Other Non-Ferrous	0.1%	17
Computers, Electronics	0.3%	50
Non-Recyclable Metal	2.2%	369
<i>Organics</i>	32.3%	5,417
Food Waste	16.2%	2,717
Yard Debris	11.3%	1,895
Non-Recoverable Organics	4.8%	805
<i>Other Materials</i>	11.2%	1,878
Carpeting	1.7%	285
Textiles	2.3%	386
Mattresses	0.8%	134
Tires, Rubber Products	1.9%	319
Recoverable Haz./Special Wastes ¹	0.4%	67
Other Haz./Special Wastes	0.2%	34



Materials	Waste Stream ¹	
	Percent by Weight	Tons of Material
Other Non-Recoverable Materials	3.9%	654
Construction Debris	20.0%	3,354
Clean Wood	7.5%	1,258
Recoverable C&D debris	9.1%	1,526
Non-Recoverable C&D debris	3.4%	570
Total Tons Disposed in Landfills²		16,771

1. Due to rounding in the tables, sums may not exactly match subtotals and totals shown.
2. East WGA Overall Disposed Waste Stream Detailed Composition 2015-2016 Ecology report. As a result, tons of an individual material for each waste stream may not sum exactly to the tons of that material for the entire waste stream.



Chapter 3.0 Waste Reduction, Recycling, and Education

3.1 Introduction

This chapter discusses existing waste reduction, recycling and education programs, identifies relevant planning issues to meet local and state goals, and develops and evaluates alternative strategies for future implementation.

3.2 Background

This section describes the applicable Washington State laws and rules regarding waste reduction and recycling programs.

3.2.1 State Legislation, Regulations, and Guidelines

Chapter 3 provides an update of Adams County’s methods to divert waste away from landfill disposal and to comply with Washington State requirements regarding waste reduction and recycling opportunities and programs. The State’s requirements are based on the “Waste Not Washington Act” (ESHB 1671), which declared that waste reduction and recycling must become a fundamental strategy for solid waste management in Washington State. This law is reflected in various sections of the RCW and WAC. RCW 70.95 includes the following goals (among others) and requires that solid waste management plans demonstrate how these goals will be met:

- Washington State is to achieve a statewide recycling rate of 50%.
- Source separation of waste (at a minimum, separation into recyclable and non-recyclable fractions) must be a fundamental strategy of solid waste management.
- Steps should be taken to make recycling at least as affordable and convenient to the ratepayer as disposal of mixed solid waste.

Other applicable State requirements are as follows:

- Develop clear criteria for designating areas as urban or rural for the purpose of providing solid waste and recycling services (RCW 70.95.092).
- Collect recyclables from homes and apartments in urban areas (RCW 70.95.097(7)(b)(i)).
- Monitor the collection of source-separated waste from non-residential sources when there is sufficient density to economically sustain a commercial collection program (RCW 70.95.090).

RCW 70.95.092 also requires that counties develop clear criteria for designating areas as urban or rural for the purpose of providing solid waste and recycling services. RCW 70.95.090(7)(b)(i) requires recyclables to be collected from homes and apartments in urban areas (with some exceptions), whereas drop-off centers and other methods can be used in rural areas.

RCW 70.95.090 requires a monitoring program for collection of source-separated waste from non-residential sources when there is sufficient density to economically sustain a commercial collection program. Adams County achieves this by working cooperatively with Ecology and using the data Ecology collects through the annual Washington State Recycling Survey.

In addition, public education is an important element for solid waste management systems. Adams County residents and businesses need to be informed as to the proper and available methods for waste reduction, disposal and recycling. The programs described in this chapter encourage residents and businesses to take the extra steps to recycle or compost appropriate waste streams, or to avoid generating waste in the first place.

3.3 Existing Conditions

This section provides background information regarding waste reduction, recycling and education and discusses Adams County’s existing programs.

3.3.1 Waste Reduction and Reuse

Waste reduction is the highest priority for solid waste management according to RCW 70.95 and is preferred over recycling and composting because the social, environmental, and economic costs are typically lower for avoiding the creation of waste.

Waste collection fees can be used to encourage waste reduction (and recycling) through “pay as you throw” rates in which single-family households are charged according to the amount of garbage they discard. Businesses and multifamily properties are generally already charged according to the amount of garbage disposed.

Onsite composting can reduce the amount of yard debris disposed of as garbage or composted commercially.

Other opportunities for reuse and waste reduction that are available in Adams County include yard sales, material donations and reuse, local government public surplus sales and websites such as Craigslist, which may be used to buy and sell second-hand goods locally.

3.3.2 Public Education

Currently, Adams County is providing limited public education and outreach for waste reduction, recycling, composting, proper management and disposal of MRW due to funding constraints. Adams County does advertise in local publications regarding the availability of MRW and organics collection at its transfer stations.

3.3.3 Urban Area Residential Recycling

If a curbside program was implemented, cities are responsible for curbside recycling and yard waste collection services. Currently, curbside recycling collection services are not available in the urban residential areas of Adams County.

Urban residents rely on drop-off sites located in some towns and cities as well as the Bruce Transfer Station and the Ritzville Transfer Station.



3.3.4 Rural Area Residential Recycling

Curbside recycling service is not available in rural areas. Rural residents rely on drop-off sites located at the Bruce Transfer Station and the Ritzville Transfer Station.

3.3.5 Commercial Recycling

Commercial-sector recycling collection is not currently available. Businesses may use the Bruce Transfer Station and the Ritzville Transfer Station for recycling. Adams County provides recycling bins and collection in the Othello schools, government buildings, and approximately ten businesses located throughout Adams County.

3.3.6 Public Event Recycling

RCW 70.93.093 requires public event recycling in communities where there is an established curbside service and where recycling service is available to businesses. A recycling program must be provided at every official gathering and at every sports facility by the vendors who sell beverages in single-use aluminum, glass, or plastic bottles or cans. A recycling program includes provision of receptacles or reverse vending machines, and provisions to transport and recycle the collected materials. Facility managers or event coordinators may choose to work with vendors to coordinate the recycling program. The recycling receptacles or reverse vending machines must be clearly marked, and must be provided for the aluminum, glass, or plastic bottles or cans that contain the beverages sold by the vendor.

3.3.7 Incentives for Recycling

Adams County provides recycling bins at its two solid waste sites, Bruce Transfer Station and Ritzville Transfer Station, as an incentive to its self-haul customers to recycle. Source-separated paper, cardboard and aluminum are accepted at no cost in advance of weighing vehicles at the scale plazas. In addition, scrap metal, used oil, vehicle batteries and the first 250 pounds of yard waste is accepted at the transfer stations at no charge. MRW waste is also accepted from residential self-haul customers at no cost at these two Adams County owned sites.

The City of Othello and Consolidated Disposal Services, Inc. offer recycling bins for residents at the corner of Hemlock and Third Street in Othello. These recycling bins accept newspaper, cardboard and aluminum.

The City of Ritzville and Wheatland Waste Systems, Inc. offer recycling bins for residents at their facilities located on North Low Street in Ritzville.

Recycling can enable residents and businesses to reduce their garbage service volumes, lower the garbage bill, and for some recyclable materials such as aluminum or copper even get paid if taken to a private recycling facility.

3.3.8 Monitoring and Evaluation

Adams County gathers information from Ecology on recycled quantities and an estimate of its countywide recycling rate. Annual figures for recycled tonnages are reported on a voluntary basis by both public- and private-sector entities.

3.3.9 Processing Facilities

Source separated aluminum, cardboard and paper are accepted and stockpiled in designated buildings at the Bruce Transfer Station and the Ritzville Transfer Station. A baler system is located at the Bruce Transfer Station and recyclable materials are baled and stored until shipment quantities are achieved. Shipments are made to markets outside of Adams County for processing and sale.

3.3.10 Markets

Washington State regulations (RCW 70.95.090.7.c) require “a description of markets for recyclables,” which is provided below. This description is intended to be only a brief report of current conditions, and it should be noted that market conditions for recyclables can change drastically and rapidly.

3.3.11 Market Overview

In general, paper, #1 and #2 bottles, and metals are processed domestically in the Pacific Northwest while mixed plastics are sent to overseas markets. Markets for recyclable materials are currently weak. Reasons for market weakness include the drop in the price of oil since 2014, which makes it cheaper to purchase virgin plastic rather than use recycled materials; a strong United States dollar, which makes exports less price competitive; and reduced demand from foreign purchasers such as China, in large part due to a global economic slowdown.

An important factor for marketing of recyclable materials collected in Adams County is the cost of transporting them to end-markets, some of which are outside of Washington State. Recyclers in Eastern Washington are farther from most markets than recyclers along the Interstate 5 corridor, reducing market access and creating a transportation cost barrier. The low market value of many recyclable materials limits the number of materials that can be cost-effectively moved to markets.

Primary markets for specific materials and comments on factors that affect them are shown in Table 3-1.

Table 3-1. Markets for Recyclables Materials

Material	Primary Market(s)	Comments
<i>Paper</i>		
Cardboard	Regional paper markets, paper mills and export	The markets for cardboard (used in packaging) have recently been improving and may be stabilizing.
Mixed Waste Paper and Newspaper	Regional paper markets, paper mills and export	The markets are fluctuating due to supply and demand from overseas markets and processors.
<i>Plastics</i>		
Bottles #1 through #7	Regional markets in Western Washington, Oregon, and export	The markets for PET and HDPE bottles are currently weak (#1 and #2), and even weaker for bottles #3 through #7.
Other Plastics	Primarily export	Markets are volatile and sometimes unreliable.



Material	Primary Market(s)	Comments
Metals		
Aluminum	Regional markets in Western Washington and Oregon; can manufacturing in St. Louis	Aluminum prices were up in 2016.
Tin cans, appliances, and ferrous and non-ferrous scrap	Regional markets in Western Washington and Oregon	Steel has fluctuated heavily, and the market is currently weak.
Glass		
Clear Glass	Regional markets in Western Washington and Oregon	Prices are poor for clear glass but are better than brown and green glass.
Brown and Green Glass	Regional markets in Western Washington and Oregon	Prices for brown and green glass are low or negative (i.e., the glass is recycled for a charge).
Organics		
Wood	Hog fuel, mulch (clean wood only)	Hog Fuel prices are fluctuating.
Yard Debris	Daily cover, compost	Yard Debris is currently composted for a fee.

3.3.12 Designation of Recyclable Materials

Table 3-2 shows the list of “designated recyclable materials,” required by WAC 173-350, which should be used for guidance as to the materials to be recycled. This list is based on existing conditions (collection programs and markets), so future markets and technologies may warrant changes in this list. Because market conditions for recyclables can change rapidly, the list of designated materials is accompanied by a description of the process for its revision, if needed, before the next major Plan update.

This list is not intended to create a requirement that recycling programs in Adams County collect every designated material. Instead, the intent is that if materials become feasible for recycling, Adams County will review the feasibility of collection in respect to markets, ease of collection, size of waste stream, special events or removal of collection limitations and consider programs for collection so that residents and businesses have an opportunity to recycle the designated materials listed through at least one program.

Table 3-2. List of Designated Recyclable Materials

Priority Level	Material
<p>Routine Collection: Materials feasible to be collected by drop-off programs throughout Adams County.</p>	<ol style="list-style-type: none"> 1. Aluminum 2. Cardboard 3. High Grade Paper 4. Mixed Paper 5. Newspaper 6. Antifreeze 7. Motor Oil 8. Vehicle Batteries 9. Yard Waste 10. Ferrous Metals 11. Non-Ferrous Metals 12. Tires
<p>Limited Collection: Materials that can be recycled but that have collection or marketing limitations in Adams County.</p>	<ol style="list-style-type: none"> 1. Electronics covered by E-Cycle Washington 2. Mercury-Containing Lights covered by LightRecycle Washington 3. Textiles 4. Plastics, #1 and #2 5. Wood Waste 6. Cell Phones 7. Ink Cartridges
<p>Potentially Recyclable: Hard to recycle materials that could be recycled if markets are available.</p>	<ol style="list-style-type: none"> 1. Brown Glass 2. Clear Glass 3. Food Waste 4. Green Glass 5. Latex Paint 6. Plastics, #3 through #7 7. Plastic Containers (Non-Bottle) 8. Plastic Film 9. Poly-Coated Paper

The following conditions are grounds for additions or deletions to the list of designated materials:

- The market price for an existing material becomes so low that it is no longer feasible to collect, process, or transport it to markets.
- Local markets or brokers expand their list of acceptable items based on new uses for materials or technologies that increase demand.
- New local or regional processing or demand for a particular material develops.
- No market can be found for an existing recyclable material, causing the material to be stockpiled with no apparent solution in the near future.
- The potential for increased amounts of diversion.
- Legislative mandate.
- Other conditions not anticipated at this time.



Proposed changes to the list of designated materials should be submitted to the SWAC for review. Unless there are objections from the SWAC, the Adams County Department of Public Works Director can make minor changes in the list. These will be adopted depending on the schedule of SWAC meetings without formally amending the Plan. Should the SWAC conclude the proposed change is a “major change” (what constitutes a “major change” is expected to be self-evident at the time, although criteria such as opposition by the SWAC or difficulty in achieving consensus for adoption could be used as indicators of a “major change”), then an amendment to the Plan would be necessary (a process that could take 120 days or longer to complete). In either case, Ecology should be notified of changes made to the list of designated materials or of the initiation of an amendment process.

3.4 Needs & Opportunities

The status of the recommendations made by the 2004 Plan is shown in Table 3-3.

Table 3-3. Status of 2004 Waste Reduction, Recycling and Education Recommendations

Recommendations	Status
<i>Waste Reduction</i>	
Expand public education and school programs	Ongoing
Establish a waste exchange network	Not Implemented
Promote a backyard composting program	Ongoing
Evaluate variable collection rate structure	Ongoing
Promote waste reduction programs in offices and public agencies	Ongoing
Support private industry and business waste reduction through waste audits	Not Implemented
Establish non-financial incentive programs to recognize outstanding waste reduction performance	Not Implemented
Monitor waste reduction progress	Ongoing
<i>Recycling</i>	
Provide curbside and commercial recycling in Othello and Ritzville, if feasible	Not Implemented
Maintain drop-off centers in towns	Ongoing
Encourage use of drop-off centers by rural residents	Ongoing
Maintain drop-off facilities at transfer stations	Ongoing
Sponsor industrial recycling through waste audits	Not Implemented
Establish and maintain county monitoring program	Ongoing

3.4.1 Glass Recycling

There is no local market for glass recycling and the cost of transporting it to markets in Seattle and Portland is significant. More glass could potentially be recycled if a local market could be developed to process the glass into new wine bottles and other containers; however, current conditions make economical glass recycling a challenge.

3.4.2 Recycling Rates by Material

Overall, Adams County's waste diversion rate is estimated to be almost 43 percent. In 2014, a total of 12,531 tons was reported as recycled, composted, or otherwise diverted. Refer to Chapter 2 Waste Stream for data sources and detailed information. Recovery rates in Adams County appear to be highest for cardboard, metals, wood, and fats, oils, grease, and meat scraps.

3.4.3 Recycling Program Costs and Affordability

An overriding goal of Adams County's solid waste program is to keep costs and rates affordable for both residents and businesses. An increase in the tipping fee will be necessary to cover costs for expanding and/or maintaining services. Recycling and other services discussed in this Plan may add to program costs and increase the rates. The key issues related to costs, rates, and affordability that should be considered as part of developing this Plan is as follows:

- How to provide recycling services on a cost-effective basis.
- How expanded recycling services may result in disposal cost savings by reducing hauling cost to out-of-state landfills.
- The potential for higher tip fees to provide a stronger incentive to recycle.

3.4.4 Urban/Rural Service Equity and Cost

As Adams County establishes recycling goals and service levels for the next five to seven years, questions of equity and cost arise when considering what type of service to provide in urban versus rural communities. Issues to consider include the following:

- Addressing how to provide equity between urban and rural residents in terms of opportunities for and convenience of recycling.
- Providing rural residents with adequate service at a reasonable cost.
- Planning for whether these service levels will need to be adjusted in the future.
- Assessing whether minimum service levels should be established.

3.4.5 Sham Recycling

Some facilities may claim they are recycling a material without actually doing so. Others haul mixed garbage they claim constitutes recyclable materials to avoid flow control policies in areas with high transfer station or landfill tip fees. These practices can both be considered "sham recycling." Though Washington State's 2005 "Sham Recycling Bill" and the Recyclable Materials Transporter and Facility Requirements (WAC 173-345) limit this practice by requiring recycling haulers to register with Washington State and prohibiting delivery of recyclable materials to transfer stations and landfills, sham recycling may still occur. To date, no sham recycling has been documented in Adams County.

3.5 Alternatives

Existing service gaps and other issues connected to the waste reduction, recycling and education component of solid waste management are discussed below.



3.5.1 Establish a Waste Diversion Goal

Adams County and signatory cities could set specific performance targets for waste reduction, recycling, and composting programs. Setting diversion goals provides a benchmark for measuring future performance.

3.5.2 Incorporate an Education and Promotion Program

Adams County should take the lead in establishing and incorporating public education and promotion of waste management programs to ensure that citizens are aware of opportunities and programs available when managing waste. Efforts to inform residents and businesses about recycling and waste reduction options need to be conducted on an ongoing basis and coordinated with the participating municipalities, schools, businesses and waste collection companies.

3.5.3 Provide Support for Recycling at Public Events

Washington State law requires public events to provide recycling containers in communities where there is an established curbside service and where recycling service is available to businesses (RCW 70.93.093). To support this requirement, Adams County could operate a program that provides a trailer or bins and other support for these events when curbside recycling becomes available. This program would be a low-cost public service with high visibility that provides a positive benefit for those involved. Signatory cities could partner with Adams County to support and increase promotion of this program.

3.5.4 Implement Pay-As-You-Throw Pricing for Garbage

Signatory cities could require haulers to establish rate schedules that charge proportionately more to dispose of larger quantities of garbage. Signatory cities that contract for collection services could increase the fee differential for different bin sizes (for both residential and commercial collection) to further incentivize waste reduction and recycling. Cities would need to negotiate a contract amendment or implement changes during contract renewals or bid processes.

3.5.5 Adopt City Service Standards that Promote Residential Waste Reduction and Curbside Recycling

Signatory cities that contract for collection services could adopt service standards that promote waste reduction and curbside recycling. Options include offering or amending contracts to require garbage haulers to offer:

- Recycling service on a subscription basis for a rate equal to or less than garbage service (establishing a “right to recycle”).
- Recycling collection bundled with garbage service (potentially on a minimal once-per-month collection schedule).
- Subscription options for lower levels of garbage capacity (such as 20-gallon containers or once-per-month collection frequency).

3.6 Recommended Actions

The following recommendations are being made for waste reduction, recycling and education programs:

- WWR1) Adopt the updated list of designated materials (Table 3-3) and maintain it through periodic review and updates.
- WWR2) Incorporate an education and promotion program.
- WWR3) Provide support for recycling at public events when curbside recycling becomes available and recycling services are available to businesses.
- WWR4) Work cooperatively with the cities and towns to establish standards that promote residential waste reduction.
- WWR5) Encourage signatory cities to consider implementation of Pay-As-You-Throw pricing for garbage.



Chapter 4.0 Solid Waste Collection

4.1 Introduction

This chapter discusses existing MSW collection services in Adams County and the participating cities and towns, identifies relevant planning issues, and develops and evaluates alternative collection strategies.

4.2 Background

This section provides information regarding legal authority and solid waste collection alternatives in incorporated and unincorporated areas.

4.2.1 Legal Authority

Ecology, WUTC, Adams County, cities and towns share the legal authority for solid waste collection.

RCW 70.95.020 assigns primary responsibility for solid waste handling (management) to local government. Private industry's role in waste management is reflected in the legislative language: "It is the intent of the legislature that local governments are encouraged to use the expertise of private industry and to contract with the same to the fullest extent possible to carry out solid waste recovery and recycling programs" (RCW 70.95.020).

For information regarding establishment of collection and disposal districts as allowed by RCW 36.58A, refer to Chapter 10 Administration and Enforcement.

Refer to Chapter 8 Special Wastes – Section 8.8 Construction and Demolition Debris for information on the "Sham Recycling Bill" and the Recyclable Materials Transporter and Facility Requirements (WAC 173-345).

4.2.2 Incorporated Areas

Cities and towns have three alternatives for collecting solid waste within their boundaries:

1. Municipal collection: collect waste using municipal employees.
2. Contract collection: the municipality conducts a competitive procurement process and selects a private company to provide collection services.
3. Permitted Solid Waste Carriers: if a municipality does not wish to be involved in managing garbage collection within its boundaries, a WUTC certified hauler for the area can provide those services. The municipality may pass an ordinance requiring that certain services be provided. A municipality may also require a permitted hauler to secure a license from the city.

Othello, Ritzville, Hatton, and Lind contract for collection within their municipality limits.

4.2.3 Unincorporated Areas

Waste collection companies are included as a regulated transportation industry. As such, the WUTC grants exclusive rights to specific haulers, referred to as "Solid Waste Carriers", in

unincorporated areas. RCW 81.77.030 allows the WUTC to supervise and regulate waste collection companies by:

1. Fixing and altering its rates, charges, classifications, rules and regulations;
2. Regulating the accounts, service, and safety of operations;
3. Requiring the filing of annual and other reports and data;
4. Supervising and regulating such persons or companies in all other matters affecting the relationship between them and the public which they serve;
5. Requiring compliance with local solid waste management plans and related implementation ordinances; and
6. Requiring certificate holders under RCW 81.77 to use rate structures and billing systems consistent with the solid waste management priorities set forth under RCW 70.95.010 and the minimum levels of solid waste collection and recycling services pursuant to local comprehensive solid waste management plans.

WAC 480-70 implements RCW 81.77 by establishing standards for public safety; fair practices; just and reasonable charges; nondiscriminatory application of rates; adequate and dependable service; consumer protection; and compliance with statutes, rules and commission orders.

At the time of this writing, there are two companies that hold solid waste authority to operate in Adams County, Ada-Lin Waste Systems, Inc., doing business as (d/b/a) Sunshine Disposal and Recycling, G-104 and Consolidated Disposal Services, Inc., G-190. The service area maps for each of the haulers are included in Appendix D.

4.3 Existing Conditions

Residential curbside waste collection is not mandatory in unincorporated Adams County but is mandatory in the cities and towns. In unincorporated Adams County, residents may choose whether to subscribe to waste collection services or self-haul to one of the two transfer stations located within Adams County. More detailed information about the haulers' service areas can be found at the WUTC's website:

<http://www.utc.wa.gov/regulatingIndustries/transportation/solidWaste/Pages/default.aspx>.

4.3.1 Waste Collection Programs

Table 4-1 lists the waste haulers operating in Adams County, the style of residential garbage collection, the approximate number of customers served, and the rates per household per month.



Table 4-1. Solid Waste Collection Data

City or Town	Population ¹	Residential Customers	Residential Garbage Cart Size	Collection Entity ²	Mandatory Service	Rate per Household per Month
Othello	7,875	2,033	68 gallon 95 gallon	CDS	yes	\$15.16 \$16.84
Ritzville	1,660	900	90 gallon	WW	yes	\$21.65
Hatton	110	40	96 gallon	BD	yes	\$12.50
Lind	550	300	90 gallon	CDS	yes	\$19.50
Washtucna	210	118	65 gallon 95 gallon 300 gallon	WW	yes	\$30.00 \$32.00 \$80.00
Unincorporated Area	9,105	N/A	60 gallon (CDS) 90 gallon (CDS) 32 gallon (SD)	CDS and SD	no	\$21.26 \$24.51 \$25.17

1. From Table 2-1. Data current as of April 2016.

2. CDS - Consolidated Disposal Services, Inc., SD - Sunshine Disposal and Recycling, WW - Wheatland Waste Systems, Inc., and BD - Basin Disposal, Inc.

The two private haulers that currently hold the right to operate in Adams County are:

- Consolidated Disposal Services, Inc., which operates under the certificate G-190, located at 2370 Basin Street, Ephrata, Washington 98823, and can be contacted at (509) 754-2468.
- Ada-Lin Waste Systems, Inc. d/b/a Sunshine Disposal and Recycling, which operates under certificate G-104, located at 2405 North University Road, Spokane Valley, Washington 99206, and can be contacted at (509) 924-5678.

Current information on the service areas for these companies can be found on the WUTC web page and in Appendix D.

The additional haulers that operate within the municipalities are:

- Wheatland Waste Systems, Inc. located at 404 North Low Street, Ritzville, Washington 99169, and can be contacted at (509) 659-4421.
- Basin Disposal, Inc. located at 2021 Commercial Avenue, Pasco, Washington 99301, and can be contacted at (509) 547-2476.

There is currently no curbside recycling offered within Adams County and the participating municipalities.

4.3.2 Bulky Waste Collection Service

Bulky waste collection is available countywide through both Consolidated Disposal Services, Inc. and Sunshine Disposal and Recycling.

Wheatland Waste Systems, Inc. offers, in areas it serves, containers up to 20 yards capacity.

4.3.3 Commercial Collection Service

Similar to residential garbage collection, commercial garbage collection is non-mandatory in municipalities and unincorporated areas of Adams County. Style and frequency of service, as well as rates charged, vary by commercial customer.

4.3.4 Disposition of Collected Waste

Waste collected within Adams County is required to be delivered to one of the Adams County facilities. This requirement is part of the interlocal agreement between Adams County and the cities and towns. For the unincorporated areas, it is a matter of County policy that waste is delivered to one of Adams County's transfer stations. See Chapter 10 Administration and Enforcement for more information about the interlocal agreements and flow control.

4.4 Needs and Opportunities

The status of the recommendations made by the 2004 Plan is shown in Table 4-2.

Table 4-2. Status of 2004 Solid Waste Collection Recommendations

Recommendations	Status
Curbside recycling in Othello and Ritzville	Not Implemented
Rural drop-off facilities for recyclables	Ongoing
Evaluate variable collection rates	Not Implemented

4.5 Planning Issues

The cost of providing curbside recycling collection is prohibitive due to a number of factors that increase the cost:

- Since an average customer sets out fewer pounds of recyclables than garbage each week, the cost of transporting recyclables must be spread out over fewer pounds of material.
- Garbage is compacted (compressed) in the trucks to a greater degree than recyclables, due to the nature of the material. Further, garbage and recyclables have different compaction ratios by the nature of the material, meaning one cubic yard of recyclables weighs less than one cubic yard of garbage due to the composition of recyclables (e.g., empty plastic bottles weigh less than the same volume of garbage). A truck carrying garbage hauls, on average, approximately 25% to 30% more weight than a truck of the same size carrying recyclables. Thus, while the capital equipment costs are similar, there are fewer tons of recyclables over which to spread these costs.
- Once garbage is in the truck, it requires no further processing before disposal. In contrast, recyclables must be taken to a materials recovery facility for sorting and baling. Some of these materials are then shipped to a distant market, usually in the Seattle, Tacoma, or Portland metropolitan areas. Approximately ten years ago, commodity prices paid for recyclables such as cardboard, steel, aluminum, and paper reached historic highs, driven by strong international demand. In 2008, the global economic

slowdown caused commodities prices to decline precipitously, which mostly recovered by 2013. In 2015, commodities markets declined again. Recent experience has shown that revenue from the sale of recyclable materials can rarely be relied upon to offset the higher costs per ton of collection, processing, and shipping materials to market.

4.6 Alternatives

Existing service gaps and other issues connected to the solid waste collections component of solid waste management are discussed below.

Solid Waste Collection

Curbside garbage collection programs appear to be operating satisfactorily in urban and suburban areas.

Curbside Recycling

There is currently no curbside recycling services offered in Adams County and the participating municipalities. The relationship of collection and recycling is addressed in greater detail in Chapter 3 Waste Reduction, Recycling, and Education.

Require Waste to be Routed through Adams County-owned Facilities

As noted in Section 4.3.4, waste collected within Adams County is required to be delivered to one of the Adams County transfer stations through interlocal agreements with the cities and towns and Adams County policy for unincorporated areas.

Collection Contract Compliance with the Plan

In order to check that collection contracts the cities and towns in Adams County have with private haulers comply with the Plan, the cities and towns could implement a contract review process. Adams County could provide a checklist of items that should be considered by the contract administrators in each municipality to review that the collection contracts are in compliance with the Plan. The review process could occur at the time of renewals and re-procuring.

4.7 Recommended Actions

The following recommendations are being made for solid waste collection programs:

- SWC1) Continue to require waste to be routed through Adams County-owned facilities in future interlocal agreements.
- SWC2) Review collection contracts to confirm compliance with the Plan.

Chapter 5.0 Energy Recovery

5.1 Introduction

This chapter addresses emerging technologies in energy recover that increase solid waste diversion and decrease disposal.

5.2 Background

Waste processing and conversion technology options can be grouped into the following main technology classes:

- Thermal Technologies
 - Direct Combustion (various forms of traditional waste-to-energy)
 - Gasification
 - Plasma Arc Gasification
 - Pyrolysis
- Biological Technologies
 - Aerobic Composting
 - Anaerobic Digestion with biogas production for electricity or fuel generation
- Chemical Technologies
 - Hydrolysis
 - Catalytic and Thermal Depolymerization
- Mechanical Technologies
 - Autoclave/Steam Classification
 - Advanced Materials Recovery
 - Refused Derived Fuel Production

There are also waste conversion technologies that are a combination of two or more technology classes. For example, Mechanical Biological Treatment technologies combine mechanical separation and treatment with biological processing, while Waste-to-Fuel Technologies combine mechanical pre-processing with thermal and chemical conversion processes.

5.3 Existing Conditions

In 1996, the City of Ritzville, a portion of Adams County that historically transported its waste to an incinerator in Spokane, began participating in the transfer and long-haul system established by the County. The costs to incinerate at the Spokane facility were more expensive than the tipping fee at the transfer station and, having opened a transfer station just outside the Ritzville city limits, hauling costs were reduced. No other areas of Adams County, either past or present, transport waste to an incinerator. There are no known hog burners or boilers using a solid fuel within Adams County.

The City of Spokane owns and operates a Waste to Energy (WTE) Facility, located at 2900 South Geiger Boulevard, Spokane, Washington. The WTE Facility commenced commercial operation on November 16, 1991. Historically, the City of Spokane contracted with

Wheelabrator for operations of the facility, however the City of Spokane assumed responsibility for operations of the facility in 2015. The facility is designed to process waste from mixed residential, commercial, and industrial sources. The WTE Facility incinerates MSW using two 400-ton-per-day “mass-burn” combustion units to generate steam and electricity by means of a 26-megawatt turbine generator.

In January 2011, Adams County and Waste Management of Washington, Inc. (WMW) and Waste Management of Oregon, Inc. entered into a Solid Waste Disposal Services Contract. This contract guarantees Adams County free disposal for MSW delivered to the Waste Management, Inc. Columbia Ridge Landfill for the life of the contract.

Additional information regarding the contract can be found in Chapter 7 Disposal and in Appendix E.

5.4 Status of Previous Recommendations

The status of the recommendations made by the 2004 Plan is shown in Table 5-1.

Table 5-1. Status of 2004 Energy Recovery Recommendations

Item	Recommendation	Status
1	Consider the Spokane Waste to Energy Incinerator as an Emergency backup facility to dispose of all or part of the Adams County solid waste stream, but only on a temporary basis	Not Implemented
2	Adams County should execute an interlocal agreement with Spokane County for use of the incinerator now, prior to the need arising in an emergency	Not Implemented

5.5 Alternatives

Existing service gaps and other issues connected to the Energy Recovery component of solid waste management are discussed below.

5.5.1 ER 1 – Energy Recovery Needs

The County’s waste stream is relatively small and decentralized (rural as opposed to urban) and would not economically support the high capital expenditures required for facility construction of waste processing and conversion technology alternatives at this time. The present tipping fee at the Spokane incinerator is \$108.41 per ton. In comparison, the tipping fee at the county transfer stations is currently \$70.00 per ton and will change to \$77.00 per ton on July 1, 2017. The tipping fee will increase by \$1.00 per ton annually on July 1st through 2020. For example, the tipping fee on July 1, 2019 is set at \$79.00 per ton.

Ample landfill capacity is available to Adams County through the current contract with WMW and Waste Management of Oregon, Inc. for Solid Waste Disposal Services signed January 22, 2011. Detailed information regarding the contract is included in Chapter 7 Disposal and in Appendix E.



If Waste Management chooses to implement the termination clause under the 2011 disposal contract, Adams County will monitor developments and progress in waste processing and conversion technologies, and may choose to explore Energy Recovery in more depth as a future waste disposal option.

5.6 Recommended Actions

The following options were selected by the SWAC for implementation:

- ER1) Adams County will monitor developments and progress in waste processing and conversion technologies.



Chapter 6.0 Transfer Facilities

6.1 Introduction

This chapter discusses existing transfer facilities and programs, identifies relevant planning issues, and develops / evaluates alternative strategies for transfer of solid waste to disposal sites.

6.2 Background

The transfer system in Adams County includes two public facilities, the Bruce Transfer Station and the Ritzville Transfer Station. Both transfer stations serve commercial and self-haul waste for transfer to final disposal.

In 1994, anticipating further expansion of the Bruce Landfill, Adams County conducted site investigations at the Bruce Landfill. During these investigations Adams County discovered a geologic anomaly. In light of new and changing information on meeting landfill design regulations, coupled with costly further site characterization, Adams County elected to conduct a cost and service level analysis of contracting for solid waste services. In December of 1994, Adams County released a Request for Proposals (RFP) to qualified companies to construct and operate a transfer station(s) and long haul the MSW stream to an out of county facility.

As a result of the RFP process, a contract with Rabanco Companies (Regional Disposal Company or RDC) was negotiated and executed. RDC agreed to construct two transfer stations. The Bruce Landfill site, approximately 8 miles northeast of Othello, now hosts the Bruce Transfer Station. An unused drop box site approximately one mile east of Ritzville on Danekas Road is where the Ritzville Transfer Station is located. RDC chose to subcontract the operations of the Bruce Transfer Station to Consolidated Disposal Services, Inc. and the Ritzville Transfer Station operations to Sunshine Disposal. MSW was then exported to the RDC Regional Landfill in Klickitat County. The initial term of the contract with RDC was for one year with an automatic renewal clause, which allowed either party to terminate with proper notice.

In 1997, WMW received a permit to operate a regional landfill near the Town of Washtucna, refer to Chapter 7 Disposal for additional information regarding the permit and contract between Waste Management, Inc. and Adams County.

In 2011, as a result of successful contract negotiations with WMW and Waste Management of Oregon, Inc. for Solid Waste Disposal Services, Adams County declined to renew the contract with RDC and ownership and operations of the Bruce Transfer Station and Ritzville Transfer Station reverted to Adams County.

6.2.1 State Legislation, Regulations, and Guidelines for Waste Transfer

The siting, design, and operation of transfer facilities are addressed in WAC 173-350-310, which regulates intermediate solid waste handling facilities.

Adams County has Solid Waste Operations Permits for the Bruce Transfer Station and the Ritzville Transfer Station. In addition, Adams County has an approved Transfer Station

Operational Plan for its facilities that provides direction on surveillance and control of waste handled at its facilities.

6.3 Existing Conditions

This section provides information regarding both of Adams County’s owned and operated transfer stations. Figure 6-1 provides locations of Adams County transfer stations. The number of scalehouse transactions for both transfer stations is presented below in Table 6-1.

Table 6-1. Scalehouse Transactions

Year	Bruce Transfer Station	Ritzville Transfer Station	Total
2014	6,707	2,894	9,601
2015	7,725	2,924	10,649
2016	8,837	2,975	11,812

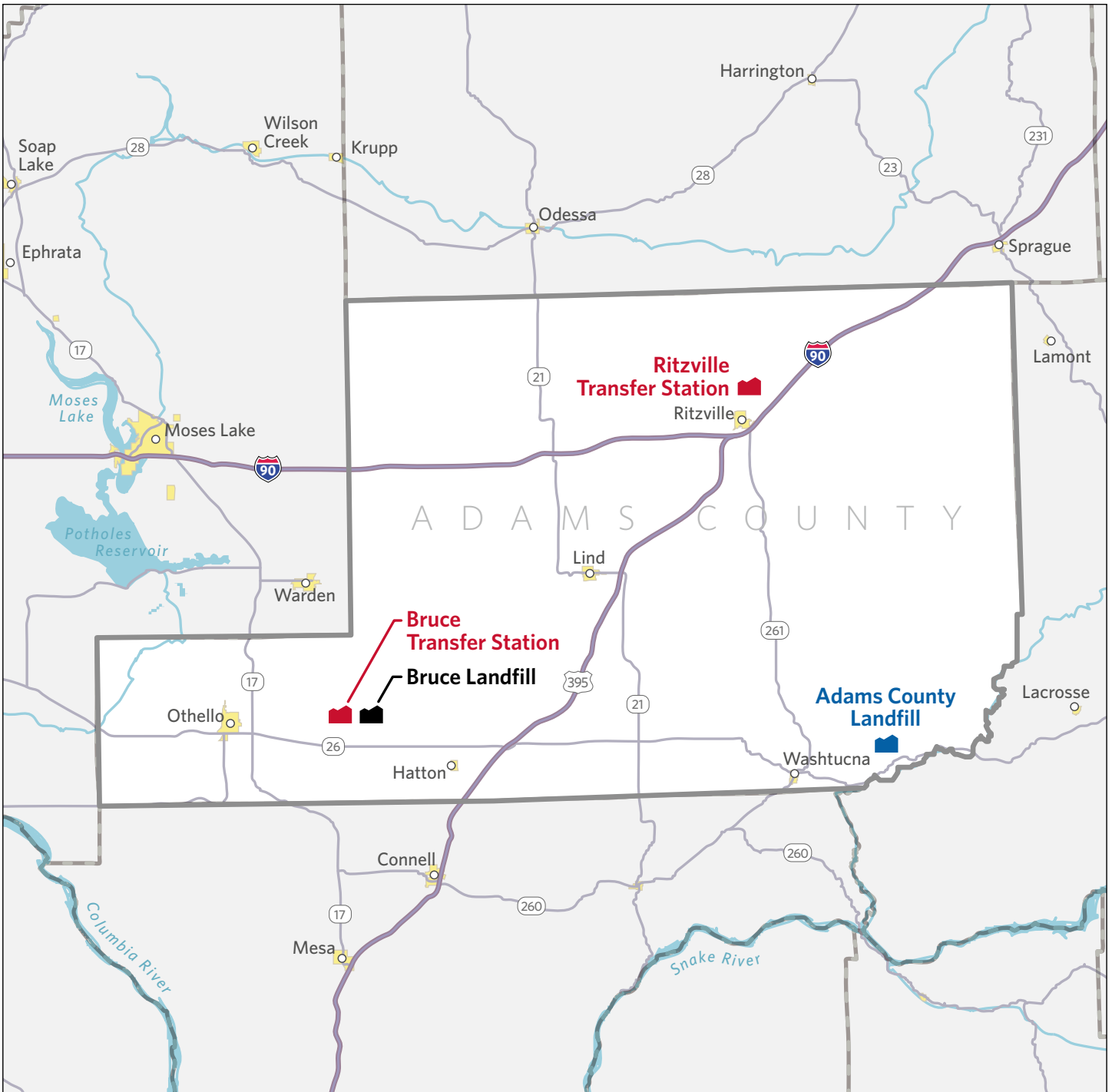
Adams County entered into an interlocal agreement with Lincoln County and the Cities of Sprague, Harrington and Odessa to allow disposal at Adams County transfer stations. This interlocal agreement was terminated in 2016 for the Cities of Sprague and Harrington due to the WSDA Apple Maggot Quarantine rule. The City of Odessa via its hauler, Consolidated Disposal Services, Inc., continues to utilize Bruce Transfer Station as they are outside the apple maggot quarantine area.

6.3.1 Bruce Transfer Station

The Bruce Transfer Station, located at 504 South Lucy Road, Othello, Washington 99344, became operational in the spring of 1996 and services the western portion of Adams County including the City of Othello, rural industry and residents, and certified haulers. Adams County is responsible for daily operations, including receipts and reports, site maintenance, loading of trailers, haul to disposal sites and insuring an adequate number of extra trailers are available on site. This station accepts solid waste and C&D wastes as well as asbestos containing materials with prior notice. Bruce Transfer Station also provides collection areas for recycling, HHW, waste oil, tires, yard waste, pallets, and appliances.

Hours of operation at the Bruce Transfer Station for self-haulers are Tuesday through Saturday, 9:00 a.m. to 4:00 p.m. and for commercial haulers Monday through Friday 6:00 a.m. to 4:00 p.m.

The Bruce Transfer Station is experiencing operational issues due to increased usage, likely related to population growth and more construction projects in the area. When the transfer station was constructed in 1996, the population of the City of Othello and surrounding areas was approximately 5,000 citizens. In 2016, the population is approximately 8,000 citizens, a 62% population increase. The Bruce Transfer Station tip floor can accommodate three to four vehicles for disposal at one time depending on vehicle size. An area was added for yard waste and C&D debris disposal west of the transfer building that creates cross traffic in front of the tip floor.



Legend

- 🏠 Adams County Existing Transfer Stations
- 🏠 Landfill Permitted But Not Developed
- 🏠 Closed/Abandoned Disposal Facilities

Figure 6-1

Adams County Solid Waste Facilities



6.3.2 Ritzville Transfer Station

Ritzville Transfer Station, located at 1803 East Danekas Road, Ritzville, Washington 99169, opened in the fall of 1996 to service the City of Ritzville, Town of Washtucna, rural residents and certified haulers. Adams County is responsible for daily operations, including accounting, site maintenance and loading of trailers. Ritzville Transfer Station also provides collection areas for recycling, HHW, waste oil, tires, yard waste, pallets, and appliances.

Hours of operation at the Ritzville transfer station for self-haulers are Wednesday and Saturday, 9:00 a.m. to 4:00 p.m. and Monday through Friday 9:00 a.m. to 4:00 p.m. for commercial haulers. The number of scalehouse transactions is presented above in Table 6-1.

The Ritzville Transfer Station is not experiencing operational issues. Population growth in the City of Ritzville and the surrounding areas has not exceeded the throughput capacity of the facility.

6.4 Rates

In order to maintain and expand solid waste programs and facilities, the Adams County Board of County Commissioners adopted Resolution R-022-217 revising disposal fees collected at the transfer stations. Revised rates will become effective on July 1st, starting in 2017, see Table 6-2 and Appendix F for additional information. The current rate for disposal of MSW is \$70.00 per scaled ton with a minimum charge of \$8.00. Different rates apply to special waste such as tires, yard waste, and appliances.

Table 6-2. Transfer Station Tip Fee (Effective July 1, 2017)

Material	Fee (Applicable Taxes Not Included)				
	Current	2017	2018	2019	2020
MSW (per ton/minimum fee)	\$70.00/\$8.00	\$77.00/\$9.00	\$78.00/\$9.00	\$79.00/\$10.00	\$80.00/\$10.00
Yard Waste (per ton)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Appliances (per each/ containing Freon)	\$8.00/\$8.00	\$8.00/\$15.00	\$9.00/\$17.00	\$10.00/\$20.00	\$10.00/\$20.00
Tires (varies per size of tire)	\$1.50–\$180.00 ¹	\$2.00–\$75.00	\$3.00–\$80.00	\$4.00–\$85.00	\$5.00–\$90.00

1. The \$180.00 is per ton of tires disposed.

6.5 Status of Previous Recommendations

The status of the recommendations made by the 2004 Plan is shown in Table 3-3.



Table 6-3. Status of 2004 Transfer Facility Recommendations

Recommendations	Status
Maintain operations of transfer facilities	Ongoing
Maintain drop-off recycling facilities	Ongoing

As Adams County continues to grow, improvements and upgrades will be required at the transfer stations to continue to meet the needs of Adams County in the most cost-effective manner.

6.6 Alternatives

Existing service gaps and other issues connected to the transfer facilities component of solid waste management are discussed below.

6.6.1 Modification/Expansion of the Bruce Transfer Station

Adams County could evaluate the building and determine modifications to increase capacity of the Bruce Transfer Station to process and store more waste. Following the evaluation, implement those options that meet system objectives and cost considerations.

6.6.2 Evaluate Operations at Bruce Transfer Station

Adams County could evaluate the site use and traffic flow to increase tipping capacity of the Bruce Transfer Station. Following the evaluation, implement those options that meet system objectives and cost considerations.

6.6.3 Transfer Station Operations

Adams County should continue to maintain the operations of the transfer stations.

6.6.4 Waste Routing

Adams County requires that all MSW be routed through Adams County owned and operated transfer stations.

6.6.5 Hours of Operations

Adams County could evaluate the need for extended or seasonal hours of operations at the transfer stations.

6.7 Recommended Actions

The following alternatives were selected by the SWAC for implementation:

- TS1) Evaluate the Bruce Transfer Station building and determine modifications to increase capacity to process and store more waste.
- TS2) Review Operational Plan and evaluate operations Bruce Transfer Station to increase capacity.
- TS3) Continue to maintain the operations of the transfer stations.
- TS4) Continue to require that all MSW be routed through Adams County owned and operated transfer stations.

TS5) Evaluate need for extended or seasonal hours of operations.



Chapter 7.0 Disposal

7.1 Introduction

This chapter discusses existing programs and facilities, identifies relevant planning issues, and develops/evaluates alternative strategies for disposal of MSW.

7.2 Background

This section describes applicable Washington State laws and rules regarding waste disposal, provides information on the contract between Adams County and WMW for disposal, and tonnages disposed.

7.2.1 State Legislation, Regulations, and Guidelines for Disposal

This chapter provides an overview of Adams County's waste disposal system, which is regulated by RCW 70.95 Solid Waste Management, WAC 173-350 Solid Waste Handling Standards, and WAC 173-351 Criteria for Municipal Solid Waste Landfills.

7.2.2 Agreement for Unclassified Use Permit for Adams County Landfill

In February 1994, the Adams County Board of County Commissioners approved an unclassified use permit for WMW to construct and operate the Adams County Landfill and also executed with WMW the Adams County Unclassified Use Permit Mitigation Agreement governing the rights and responsibilities of Adams County and WMW with respect to the landfill.

In 1997, WMW received the permit to operate a regional landfill in Adams County and to accept solid waste and recyclables brought in by collection trucks from Adams County and adjacent counties. Solid waste would be packed in containers and transported by rail from more distant jurisdictions, such as areas west of the Cascades, once an intermodal facility was developed and operational. Likewise, solid waste would also be delivered to the regional landfill by truck from other population centers in the region.

In 2007, Adams County and WMW agreed to amend the 1994 Mitigation Agreement in order to maintain the option for future construction and operation of the Adams County Landfill without continuing the requirement for periodic review and renewal, and to allow Adams County to reduce its solid waste disposal costs potentially prior to, and even if, the Adams County Landfill is not constructed, by providing for disposal of Adams County's solid waste at an alternative Waste Management facility. The amended and restated mitigation agreement provided a provision where WMW agreed to provide free solid waste disposal at the Waste Management Disposal Services of Oregon, Inc.'s Columbia Ridge Recycling and Landfill Facility or another mutually agreeable landfill facility owned and/or operated by Waste Management after Adams County's disposal contract with Rabanco Disposal Company expired.

In 2010, WMW submitted a letter to Adams County offering to honor the commitment in the 2007 amended mitigation agreement for free solid waste disposal of authorized solid waste at the Columbia Ridge Landfill in Arlington, Oregon.

In 2011, the disposal contract with Rabanco Disposal Company for waste disposal at the Roosevelt Regional Landfill expired. Adams County compared disposal costs, including the right to renew the Rabanco Disposal Company contract, and determined that the WMW offer for free disposal at the Columbia Ridge Landfill provided the best and most cost-effective alternative for disposal of Adams County's MSW. The contract and mitigation agreement between Adams County and WMW is included in Appendix E.

Adams County commenced with hauling of MSW from Bruce Transfer Station and Ritzville Transfer Station to Columbia Ridge Landfill in 2011.

7.2.3 Waste Disposal Statistics

As population growth occurs in the towns, cities, and unincorporated areas of Adams County, the MSW tonnage also increases. Table 7-1 summarizes the quantities of MSW (excluding yard debris) received at the two Adams County-operated transfer stations in the last three years. MSW tonnage into Adams County facilities has shown a modest increase since 2014. In 2014 MSW tonnage of 16,451 was accepted and disposed of through the Adams County facilities. In 2017, tonnage is estimated to be 20,000 tons. This reflects an approximate 21.5% increase in tonnage over a 4-year period.

Table 7-1. Solid Waste Disposed (in tons)

Year	Bruce Transfer Station	Ritzville Transfer Station	Total Landfilled
2014	13,482	2,969	16,451
2015	14,346	3,196	17,542
2016	15,312	3,418	18,730

7.3 Existing Conditions

This section describes the current disposal approach for Adams County MSW.

7.3.1 Permitted Adams County Landfill

In 1994, the Adams County Board of County Commissioners approved the unclassified use permit for WMW to construct and operate the Adams County Landfill facility near Washtucna, see Figure 6-1. WMW owns approximately 500 acres east of Washtucna, the proposed location for the regional landfill. Adams County and WMW negotiated an Amended and Restated Unclassified Use Permit Mitigation Agreement in 2011. Highlights of the Mitigation Agreement are outlined as follows:

- A Technical Advisory Committee is established as a review and advisory body to the Adams County Board of County Commissioners and the Adams County Health Department regarding compliance with the terms and conditions of the Amended Mitigation Agreement. The committee membership consists of the Adams County Building & Planning Director, Adams County Department of Public Works Director, and the Director of the Adams County Health Department.
- WMW agrees to provide free MSW disposal at Columbia Ridge Landfill in Arlington, Oregon, in a not to exceed amount of 20,000 tons per calendar year. The free disposal



offer continues until WMW provides two years advanced notice of termination and abandons its right to construct the Adams County Landfill. When Adams County exceeds the 20,000 tons per calendar year amount, the parties agreed the tonnage limit will be amended to a higher amount.

- If WMW terminates the free MSW disposal offer and abandons its right to construct the regional landfill, Adams County and WMW agree that WMW will proceed with construction of an Adams County Landfill with a 13.29-acre lined cell located at the site of the permitted regional landfill.
- The approved regional landfill approach is described as phased. Phase One outlines construction of an Adams County Landfill and provides for certain heavy equipment for Adams County's use for operations. Phase Two outlines the approach for the regional landfill construction that authorizes acceptance of an average of 4,000 tons per day, accepted six days per week at the facility. Construction requirements, acceptable wastes, quality control, groundwater monitoring, neighboring well water supply, utilities, landfill gas management, traffic, closure and post-closure, Adams County road improvements, and mitigation measures are outlined.
- Host fees, with a guaranteed minimum, are established for each ton of authorized MSW. The minimum fee is 0.75 cents per ton and increases to \$1.75 per ton based on total tons per month accepted.

To date, the Adams County Landfill has not proceeded to construction and operation. For additional information the complete Amended and Restated Adams County Unclassified Use Permit Mitigation Agreement is provided in Appendix E.

7.3.2 Closed Landfill

Bruce Landfill, which was the only operating MSW landfill in Adams County, ceased operation in 1996 and was permanently closed in late 1997. Bruce Landfill is located approximately 7 miles east of City of Othello and the approximate location is shown on Figure 6.1. Bruce Landfill opened in 1980 and operated continuously until ceasing operations in 1996. After closure, the site was developed into a transfer station location. Bruce Landfill completed Ecology post-closure care requirements and the restrictive covenant was filed in 2013. Adams County is only required to complete annual inspections for settlement.

Prior to the Bruce Landfill development, small dumpsites had been utilized for waste disposal. They were closed during the mid to late 1970s and further information is not available on these sites.

7.3.3 Waste Import

In May 2005, Adams County and Lincoln County entered into an Interlocal Agreement for the acceptance of MSW from residents in Lincoln County, specifically the municipalities of Sprague, Harrington, and Odessa. In 2016, due to updates to WSDA rulemaking for its Apple Maggot Quarantine, Adams County terminated the acceptance of MSW from areas in Lincoln County within the quarantine area. Adams County currently only imports MSW from the municipality of Odessa.

7.3.4 Waste Export

Biomedical and pathological wastes are typically generated by hospitals, medical clinics, dental offices, and nursing homes and are regulated under RCW 70.95K. Refer to Chapter 8 Special Wastes for information regarding this waste stream.

MSW generated in Adams County is currently exported to the Columbia Ridge Landfill in Arlington, Oregon. See Section 7.2.2 and Appendix E for additional details.

C&D debris collected at Adams County transfer stations is disposed of at the Columbia Ridge Recycling and Landfill Facility. Some C&D debris generated in Adams County is exported to Graham Road Landfill, Medical Lake, Washington. See Chapter 8 Special Wastes for additional information regarding this waste stream.

7.4 Status of Previous Recommendations

The status of the recommendations made by the 2004 Plan is shown in Table 7-2.

Table 7-2. Status of Previous Recommendations for Disposal

Recommendations	Status
<i>Waste Import and Export</i>	
Continue waste export to out of county landfill	Ongoing
Discourage waste export to landfills outside of Washington State that do not meet state and federal minimum standards	Ongoing
Avoid export to landfills that have environmental issues or are designated as Super Fund cleanup sites	Ongoing
<i>Landfilling</i>	
Maintain compliance for closure responsibilities at Bruce Landfill	Completed
Monitor compliance at the regional facility	Ongoing

7.5 Alternatives

Existing service gaps and other issues connected to the disposal component of solid waste management are discussed below.

Given current technology and disposal patterns, landfills are and will remain a necessary and important component of waste management. For now, Columbia Ridge Landfill has capacity well beyond the timeframe addressed by this Plan to handle Adams County’s MSW disposal needs.

Explore Potential Haul Cost Reduction Measures

The current agreement with WMW for MSW disposal at Columbia Ridge Landfill has been in place since 2011. The Greater Wenatchee Regional Landfill (GWRL) in East Wenatchee, Washington, is owned and operated by Waste Management, Inc. and completed a vertical expansion in 2008 that provided estimated capacity through 2164. Table 7-3 below illustrates potential cost savings for Adams County based on reduced mileage hauling to GWRL rather than Columbia Ridge Landfill in Arlington, Oregon.



Table 7-3. Landfill Haul Roundtrip Mileage and Potential Cost Savings

Transfer Station	Disposal Facility Round Trip Mileage		Mileage Difference	Potential Cost Saving Per Load ¹
	Columbia Ridge Landfill	GWRL		
Bruce Transfer Station	280	165	(115)	\$172.50
Ritzville Transfer Station	340	210	(130)	\$195.00

1. Cost savings per load calculated at a \$1.50 per mile rate.

Since East Wenatchee, Washington, is located closer to Adams County’s transfer stations, it would be prudent to open discussion with WMW to explore the potential to haul MSW to GWRL.

Maintain and Update the Mitigation Agreement as Necessary

Rules and regulations for the handling and disposal of MSW change over time. The Adams County Technical Advisory Committee should review the Mitigation Agreement on a yearly basis and make recommendations to the Adams County Board of County Commissioners and the Adams County Health Department, as necessary.

Maintain Option for Adams County to Operate its Own Landfill

One of the options outlined in the Mitigation Agreement provides Adams County with the ability to operate its own landfill at WMW’s Adams County Landfill site. Adams County should continue to leave this option open and available to handle future MSW disposal.

7.6 Recommended Actions

The following alternatives were selected by the SWAC for implementation:

- D1) Explore potential haul cost reduction measures.
- D2) Review and update the Mitigation Agreement between Adams County and WMW, as necessary.
- D3) Maintain the option open for Adams County to own and potentially operate its own landfill.



Chapter 8.0 Special Wastes

8.1 Introduction

This chapter discusses existing programs, identifies relevant planning issues, and develops and evaluates alternative strategies for the management of special wastes.

8.2 Background

Special wastes have some similarities to “normal” MSW and can be managed in a similar fashion with some additional precautions or special handling procedures. Each type of special waste is governed by slightly different regulations, based on its physical and chemical characteristics and the degree of environmental, health, or safety risk it poses. This Chapter is subdivided into the sections shown in the below table to describe regulations, current programs, and planning issues for each type of special waste.

Table 8-1. Special Wastes

Section	Special Waste
8.3	Agricultural waste
8.4	Animal carcasses
8.5	Appliances
8.6	Asbestos
8.7	Biomedical/infectious waste
8.8	Construction/Demolition Debris
8.9	Electronic waste
8.10	Junk vehicles
8.11	Pallets
8.12	Petroleum contaminated soils
8.13	Pharmaceuticals
8.14	Street sweepings/vector waste
8.15	Tires
8.16	Yard Waste
8.17	Disaster Debris Management

8.3 Agricultural Waste

This section addresses disposal of agricultural waste within Adams County.

8.3.1 Regulations and Guidelines

WAC 173-350-100 defines agricultural wastes as, “wastes on farms resulting from the raising or growing of plants and animals including, but not limited to, crop residue, manure from herbivores and non-herbivores, animal bedding, and carcasses of dead animals.” WAC 173-

350-230 addresses land application, the beneficial use of solid waste applied to land for its agronomic value or soil-amending capability.

8.3.2 Current Practice

As defined above, little of the agricultural waste generated is disposed of within Adams County's Solid Waste Division's programs. Hence, agricultural wastes are not under the purview of this Plan. Agricultural wastes, whether crop residues or animal manures, can be returned to the land where these were generated. Exceptions to this are the disposal of animal carcasses, which is addressed below in Section 8.4.

Unusable produce from a food processor, such as a load of rotten potatoes, is handled as MSW and may be disposed of at a transfer station.

Note that empty pesticide and herbicide containers may be disposed of as refuse following triple rinsing.

8.3.3 Planning Issues

Current agricultural waste management and disposal practices are generally adequate and should be maintained.

8.4 Animal Carcasses

This section addresses disposal of animal carcasses within Adams County.

8.4.1 Regulations and Guidelines

Animal carcass disposal requirements generally differ according to cause of death, as follows:

1. Animals that die of natural causes (but not an infectious disease) can be buried on site (typically on a farm) in accordance with state and local regulations, taken to a rendering facility, or taken to the Bruce Transfer Station or Ritzville Transfer Station for disposal.
2. Animals killed by collision with motor vehicles ("road kill") are also taken to a transfer station for disposal.
3. The carcasses of animals that die from an infectious disease must be treated to destroy the disease-causing agent to prevent it from infecting other animals or humans. This involves coordination with the Adams County Health Department.

8.4.2 Current Practice

Adams County's policy and procedures for disposal of animals can be summarized as follows:

- Animal carcasses are accepted at the Bruce Transfer Station and the Ritzville Transfer Station.
- Adams County facilities do not accept diseased animals or animals preserved in formaldehyde.
- Customers are charged the same rate as for garbage disposal.
- Customers wishing to dispose of infectious and/or diseased animals are directed to the Adams County Health Department for further instructions.



8.4.3 Planning Issues

Because they can potentially infect humans, two of the most important animal diseases are Bovine Spongiform Encephalopathy (BSE) and avian flu.

BSE-infected cattle must be buried in a lined landfill. In addition, BSE-infected cattle cannot be disposed in a landfill where the leachate goes to a sewage treatment plant, because chlorination also does not deactivate prions. Incineration is also an accepted method of BSE-cow disposal.

Highly Pathogenic Asian Avian Influenza A (H5N1) or “avian flu” is caused by bird influenza viruses. Since 1997, H5N1 has infected and killed humans who had close contact with infected poultry. There is concern the H5N1 virus could mutate and eventually acquire the ability to spread easily from one person to another, without birds as the carrier. Onsite composting has been proven to be an effective mass disposal method for dead poultry, as the avian influenza virus is deactivated after 10 days of composting at 60° Celsius (140° Fahrenheit). Single birds may also be accepted as MSW if they are double bagged. In larger quantities, the birds are required to be disposed of at a lined landfill or incinerated.

8.5 Appliances

This section addresses disposal of appliances generated within Adams County.

8.5.1 Regulations and Guidelines

Major appliances, also known as white goods, are considered to be a special waste because their size make it difficult to handle them in the “normal” garbage collection system, and because some types of appliances contain chlorofluorocarbons (CFCs, or “Freon”) that must be removed prior to disposal. On the federal level, the Clean Air Act prohibits the release of CFCs, and state law (RCW 70.94, the Washington Clean Air Act) also requires that CFCs be handled in a manner that prevents release into the atmosphere. Furthermore, CFCs and hydrochlorofluorocarbons are designated as dangerous wastes under WAC 173-303, although they are exempt from these rules if recycled properly.

8.5.2 Current Practice

Appliances are composed mainly of steel, copper, plastic, and rubber, but are typically recycled as ferrous scrap metal. As a service to customers, some appliance dealers recycle the old appliance when a new one is delivered. Appliances are accepted for a fee at Adams County transfer stations. At its facilities, Adams County confirms the “Freon” refrigerants from refrigerators, freezers, air conditioners, and similar devices are removed. Industrial-sized appliances must have Freon and oil removed prior to delivery at one of the transfer stations.

Adams County contracts with various companies to haul and recycle appliances based on price and availability.

8.5.3 Planning Issues

Current appliance management and disposal practices are generally adequate and should be maintained. In addition to these current practices, Adams County may consider cost effective methods to comply with removal, recycling and disposal of oil and CFC’s from appliances. Adams County would need to invest in equipment and training so its staff could safely do this

type of work. The equipment could first be operated at Ritzville Transfer Station which has fewer appliances and so is more expensive per appliance to have a vendor provide removal services.

8.6 Asbestos

This section addresses asbestos disposal within Adams County.

8.6.1 Regulations and Guidelines

Asbestos is a naturally occurring crystalline material that breaks down into small particles that float in air, and once inhaled these particles can become lodged in a person's lungs and cause cancer. Several federal laws address asbestos removal and disposal, including the Toxic Substances Control Act, the Occupational Safety and Health Act, the Clean Air Act, and the Clean Water Act. There are also several state laws that address asbestos through worker training and protection requirements as well as disposal rules under the Dangerous Waste Regulations (WAC 173-303).

8.6.2 Current Practice

Customers with asbestos containing materials are referred to Waste Management, Inc.'s Graham Road Landfill in Medical Lake, Washington, for disposal.

8.6.3 Planning Issues

Current asbestos waste management and disposal practices are generally adequate and should be maintained.

8.7 Biomedical/Infectious Waste

This section addresses disposal of biomedical waste generated within Adams County.

8.7.1 Regulations and Guidelines

Washington State's definition of biomedical waste (RCW 70.95K.010) includes the following waste types:

Animal waste: animal carcasses, body parts and bedding of animals that are known to be infected with, or have been inoculated with, pathogenic microorganisms infectious to humans.

Biosafety level 4 disease waste: contaminated with blood, excretions, exudates, or secretions from humans or animals who are isolated to protect others from highly communicable infectious diseases that are identified as pathogenic organisms assigned to biosafety level 4 by the Center for Disease Control and Prevention.

Cultures and stocks: wastes infectious to humans, including specimen cultures, cultures and stocks of etiologic agents, wastes from production of biologicals and serums, discarded live and attenuated vaccines, and laboratory waste that has come into contact with cultures and stocks of etiologic agents or blood specimens. Such waste includes, but is not limited to, culture dishes, blood specimen tubes, and devices used to transfer and inoculate cultures.

Human blood and blood products: discarded waste human blood and blood components, and materials containing free flowing blood and blood products.



Pathological waste: human source biopsy materials, tissues, and anatomical parts that emanate from surgery, obstetrical procedures and autopsy. Does not include teeth, human corpses, remains and anatomical parts that are intended for interment or cremation.

Sharps waste: all hypodermic needles, syringes and intravenous tubing with needles attached, scalpel blades, and lancets that have been removed from the original sterile package.

The WUTC regulates transporters of biomedical wastes. Its regulations also allow regular solid waste haulers to refuse to haul wastes that they observe to contain infectious wastes as defined by the WUTC.

8.7.2 Current Practice

Stericycle, Inc., collects biomedical/infectious wastes in Adams County. Due to privacy considerations, Stericycle does not provide information about where these wastes are generated.

8.7.3 Planning Issues

The list of potential generators of biomedical waste includes medical and dental practices, hospitals and clinics, veterinary clinics, farms and ranches, as well as individual residences. Some of these may not always dispose of biomedical wastes properly. There is no definitive estimate of the quantity of syringes and other biomedical wastes that are improperly disposed locally, but haulers in other areas often report seeing syringes sticking out of garbage bags. This problem is expected to increase due to an aging population and additional medications delivered via syringe that have become available for home use (for human immunodeficiency virus, arthritis, osteoporosis, and psoriasis).

8.8 Construction and Demolition Debris

This section addresses disposal of C&D debris within Adams County.

8.8.1 Regulations and Guidelines

Construction, demolition and land clearing wastes are a solid waste resulting from the construction, renovation, and demolition of buildings, roads and other manmade structures. Construction wastes generally include wood scraps, drywall scraps, and excess concrete, as well as cardboard boxes and other packaging used to hold materials or products prior to installation. Demolition wastes typically contain concrete, brick, wood, drywall and other materials. Land clearing debris (tree stumps, brush and soil) is often included with C&D wastes, but little of this material is actually sent to disposal facilities. Another component of C&D wastes are reusable building materials, which are salvaged materials from construction or demolition that would otherwise be landfilled.

C&D wastes are generated by construction companies, homeowners and others. Large amounts of C&D wastes generated by construction companies and contractors are more likely to be collected separately from normal garbage and brought to special disposal sites. Homeowners are more likely to bring small, mixed loads containing both C&D wastes and garbage to Adams County disposal facilities.

WAC 173-350-400 allows many types of C&D wastes to be disposed in limited purpose landfills. In addition, state law prohibits the open or unregulated burning of “treated wood, metal and construction debris.”

Ecology released an updated waste and toxics reduction plan in June 2015. Moving Washington Beyond Waste and Toxics focuses on reducing C&D waste through design and recycling. Moving Washington Beyond Waste and Toxics Plan provides the following goals pertaining to C&D waste:

- Waste generation will be reduced throughout the system by both businesses and residents (GOAL SWM 4)
 - Advance building salvage and building material reuse to reduce construction and demolition waste by promoting design for deconstruction principles, sharing model contract language that requires salvage, and other related efforts.

The state legislature passed the “Sham Recycling Bill” in 2005, requiring transporters of recyclable materials to register with Washington, and requiring certain recycling facilities to notify the state before commencing operation. A new state rule, the Recyclable Materials Transporter and Facility Requirements (WAC 173-345), was developed in response to this legislation. Although originally directed at C&D recycling issues, the new rule covers all types of recyclable materials (all materials designated as recyclable in this Plan). The new rule prohibits delivery of recyclable materials to transfer stations and landfills. The rule does not apply to several entities, including self-haulers, cities and city contractors, and charities.

8.8.2 Current Practice

There are no operational C&D processing facilities in Adams County at this time. Adams County currently accepts C&D debris at both the Bruce Transfer Station and Ritzville Transfer Station. C&D waste is segregated and then reloaded into trailers and hauled to Waste Management, Inc.’s Columbia Ridge Landfill.

Note that pallets generated as part of a construction project are discussed in Section 8.11.

8.8.3 Planning Issues

C&D debris waste volume at the Bruce Transfer Station is experiencing growth due to population increases and new construction in Othello and the surrounding area. Management practices may need to be modified to include construction of a separate area for handling this material prior to hauling.

8.9 Electronic Waste

This section addresses disposal of electronic and electronic equipment waste, commonly referred to as “e-waste,” generated within Adams County.

8.9.1 Regulations and Guidelines

Electronic products contain heavy metals and other chemicals at hazardous levels that make them difficult to dispose of safely. The Electronic Product Recycling law (RCW 70.95N) requires manufacturers of computers, monitors, laptops and portable computers to provide recycling services throughout the state at no cost to households, small businesses, small local

governments, charities and school districts. This law led to the E-Cycle Washington program developed by Ecology. Names and locations of collection sites can be obtained by calling 1-800-RECYCLE or going to www.ecyclewashington.org.

8.9.2 Current Practice

The E-Cycle Washington program allows for the collection and recycling of televisions, desktop computers, laptop computers, tablet computers, e-readers, portable video disc players, and computer monitors. However, peripherals such as keyboards, mice, and printers are not covered by the program. Over 330 collection sites (statewide) have been established since January 2009. In the first five years of its existence, E-Cycle Washington has collected more than 200 million pounds of discarded electronics.

Adams County currently has one site, Experience Merchandise Thrift Store in Othello, which accepts electronic wastes.

8.9.3 Planning Issues

Based on the E-Cycle statistics, the statewide program is working well.

8.10 Junk Vehicles

This section addresses disposal of junk vehicles within Adams County.

8.10.1 Regulations and Guidelines

RCW 70.93.060 prohibits the abandonment of junk vehicles upon any property located in a county unincorporated area. Abandoned vehicles are also regulated under RCW 46.55, which establishes rules for removal and disposal of junk vehicles. If a junk vehicle is abandoned in violation of RCW 70.93.060, RCW 46.55.230 governs the vehicle's removal, disposal, and sale, and penalties that may be imposed against the registered owner of the vehicle.

8.10.2 Current Practice

Adams County does not accept any licensed vehicles for disposal at the transfer stations due to Washington State rules and regulations. Junk vehicles may be taken to an auto recycling center for disposal.

8.10.3 Planning Issues

Current junk vehicle waste management and disposal practices are generally adequate and should be maintained.

8.11 Pallets

This section addresses disposal of pallets within Adams County.

8.11.1 Regulations and Guidelines

State law prohibits the open or unregulated burning of "treated wood, metal and construction debris". Ecology released an updated waste and toxics reduction plan in June 2015. Moving Washington Beyond Waste and Toxics focuses on reducing waste through design and recycling.

8.11.2 Current Practice

Adams County accepts pallets for recycling at the Ritzville Transfer Station and Bruce Transfer Station. Pallets are hauled to Yancey Pallet in Othello, Washington, for reuse.

8.11.3 Planning Issues

Current pallet waste management and disposal practices are generally adequate and should be maintained.

8.12 Petroleum Contaminated Soils

This section addresses disposal of petroleum contaminated soils (PCS) within Adams County.

8.12.1 Regulations and Guidelines

PCS can contain fuel oil, gasoline, diesel, or other volatile hydrocarbons in concentrations below dangerous waste levels, but greater than cleanup levels established by Ecology. Small amounts of PCS may be disposed of as a solid waste in an approved landfill. Depending on the contamination levels, large amounts may need to be treated by a process that removes or destroys the contamination. Treatment processes include aeration, bioremediation, thermal stripping, and incineration.

8.12.2 Current Practice

Waste Management, Inc.'s Graham Road Landfill in Medical Lake, Washington, is permitted to receive and treat PCS. Adams County refers PCS to this facility for disposal.

8.12.3 Planning Issues

Current management and disposal practices are generally adequate to handle the volume of PCS generated within Adams County.

8.13 Pharmaceuticals

This section addresses disposal of pharmaceuticals within Adams County.

8.13.1 Regulations and Guidelines

Generally, two types of pharmaceuticals are of interest to Adams County waste management: 1) controlled substances (prescription drugs and illegal drugs) and 2) over-the-counter, nonprescription substances (e.g., aspirin, vitamins, other health supplements, cold medicines, etc.). Controlled substances are covered by their own regulations, which do not address disposal other than to prevent their reuse. Over-the-counter substances are not specifically addressed by solid waste regulations.

8.13.2 Current Practice

Disposal of unused or outdated prescription and nonprescription substances occurs in an informal and inconsistent fashion. Historically, people have been told to flush unwanted prescription drugs and other medicines down the toilet. However, some of these compounds are only partially broken down (if at all) in wastewater treatment plants, and eventually show up as contaminants in ground and surface waters. Therefore, Washington State has established temporary drop-off locations while it develops a statewide take-back program. A list of



temporary drop-off locations is available online (see www.takebackyourmeds.org). The following two locations in Adams County participate in the statewide take-back program:

- Ritzville Drug Company at 209 West Main Avenue, Ritzville, Washington.
- Othello City Hall at 500 East Main Street, Othello, Washington.

If a collection program for unwanted medicines is not conveniently available to residents, people are currently being encouraged to dispose of these in their trash after mixing the medicines with an undesirable substance, such as used cat litter or coffee grounds, and putting the mixture into a container with a lid.

Adams County encourages giving pharmaceutical waste to community drug take-back programs to provide proper disposal rather than mixing with trash.

8.13.3 Planning Issues

Currently, the EPA lists pharmaceuticals and personal care products as “contaminants of emerging concern.” For household pharmaceuticals, the EPA’s interim recommendation is to not flush medications to the sewer or septic tank. Rather, the EPA recommends that residents double bag medications and place them directly into exterior garbage cans to avoid children or pets accessing them.

Take Back Your Meds is a group of over [270 organizations](http://www.takebackyourmeds.org) in Washington State that support creation of a statewide program for the safe return and disposal of unwanted medicines. Resources for this can be found at www.takebackyourmeds.org.

Current pharmaceutical waste management and disposal practices are generally adequate.

8.14 Street Sweepings/Vactor Waste

This section addresses disposal of wastes generated from maintaining paved areas within Adams County.

8.14.1 Regulations and Guidelines

Street sweepings and vactor wastes may be contaminated with a variety of materials, depending on the locale, unauthorized or accidental discharges, and frequency of cleaning. Both street sweepings and vactor waste may contain small amounts of petroleum hydrocarbons from motor oil that leaks from vehicles traveling on public streets. Currently, vactor wastes can be classified as clean fill, solid waste, or dangerous wastes, depending upon the level of contamination.

8.14.2 Current Practice

Adams County has not received any street sweeping or vactor wastes for disposal at its transfer stations. If brought to an Adams County transfer station, the customer would be referred to Waste Management, Inc.’s Graham Road Landfill in Medical Lake, Washington, for disposal.

8.14.3 Planning Issues

Current waste management and disposal practices for street sweepings and vactor waste are generally adequate.

8.15 Tires

This section addresses tire disposal within Adams County.

8.15.1 Regulations and Guidelines

WAC 173-350-100 defines waste tires as any tires that are no longer suitable for their original intended purpose because of wear, damage or defect. WAC 173-350-350 imposes restrictions on outdoor piles of more than 800 tires.

8.15.2 Current Practice

Many tire shops and auto repair shops recycle the tires they replace (typically for a fee). Waste tires are also accepted at Adams County-owned solid waste facilities for a fee. Adams County owns equipment to remove rims from tires if necessary. The rims are recycled as scrap metal.

Adams County currently hauls tires collected to L & S Tire in Spokane, Washington, for processing. Tires may be processed into tire derived fuel, crumb rubber, or treads and rings for bumper applications, traffic barricades, and farm silage.

8.15.3 Planning Issues

Recycling and disposal practices for tires are generally adequate. The areas of primary concern are large tire stockpiles, loads of tires that are illegally dumped on public or private property, and small quantities of tires stored by residents and businesses for disposal at some indeterminate future date.

8.16 Yard Waste

This section addresses yard waste disposal within Adams County.

8.16.1 Regulations and Guidelines

RCW 70.95 includes a statement encouraging yard debris to be eliminated from landfills by 2012 in those areas where alternatives exist. RCW 70.95.090 also requires that collection programs for yard debris be addressed in areas where there are adequate markets or capacity for composted yard debris within or near the service area.

In 2016, the WSDA amended WAC 16-470 Quarantine – Agricultural Pests as follows:

1. Adding MSW, yard debris, organic feedstocks, organic materials, and agricultural wastes to the list of commodities regulated under the apple maggot quarantine;
2. Establishing a special permit to allow transportation and disposition of MSW from the area under quarantine for disposal at a solid waste landfill or disposal facility in the apple maggot and plum curculio pest-free area; and
3. Establishing a special permit to allow transportation and disposition of yard debris, organic feedstocks, organic materials, and agricultural wastes from the area under quarantine for disposal at a solid waste landfill or treatment at a composting facility in the apple maggot and plum curculio pest-free area.



8.16.2 Current Practice

Adams County currently accepts yard waste at both the Bruce Transfer Station and Ritzville Transfer Station. Yard waste is then reloaded into trailers and hauled to Royal Organic Products, LLC, Royal City, Washington. There are currently no curbside collection programs for yard waste operating in Adams County.

8.16.3 Planning Issues

Current waste management practices for yard waste handling are generally adequate. If curbside yard waste collection is implemented, or volumes accepted at the transfer stations experience growth, management practices may need to be modified to include chipping of yard waste prior to hauling as a volume reduction measure.

If Adams County, or portions of, become quarantined in the future, special permits may be required for hauling of MSW or organics wastes.

8.17 Disaster Debris Management

This section addresses management and disposal of wastes generated during disasters within Adams County.

8.17.1 Regulations and Guidelines

Natural and man-made disasters can result in a surge of unanticipated debris that can inhibit or obstruct emergency services and overwhelm normal Adams County Department of Public Works capabilities. It is critical to clear debris immediately after a disaster to allow emergency vehicles to respond to life-threatening situations. Once the debris is cleared from the right-of-way and vehicle access is achieved, the removal and disposal of debris are important for the community's recovery from a disaster.

Being prepared with a plan to address the increased quantity and potential types of disaster debris can help to protect the health and safety of the community. Successful implementation of that plan can positively affect speed and cost of recovery, and the ability to obtain financial assistance for the recovery efforts.

Numerous resources that provide guidance for the development of disaster debris management plans (DDMPs) are available. The EPA in March 2008 developed *Planning for Natural Disaster Debris* (EPA 2008) as a tool for local communities to create such a plan. Another guidance tool is the Federal Emergency Management Agency's (FEMA) *Public Assistance Program and Policy Guide, Appendix D: Debris Management Plan Job Aid* (FEMA 2016). Both of these documents are available online and provide guidance that could assist Adams County in developing a DDMP.

8.17.2 Current Practice

Adams County Emergency Management has prepared an Emergency Management Plan (EMP).

From October 1998 to March 2017, two federally declared disasters affected Adams County (not including fire management assistance) according to FEMA's website.

- Washington Severe Winter Storm, and Record and near Record Snow in 2009.
- Severe Winter Storms, Flooding, Landslides, and Mudslides in 2017

Adams County is historically at risk primarily for storm and flood disasters. However, wind-borne ash from the 1980 volcanic eruption of Mt. St. Helens also affected Adams County. Table 8-2 summarizes the types of disasters most likely to occur in or near Adams County and the types of debris likely to be generated. Evaluation of potential disasters and resultant debris can help prepare for disaster response and recovery.

Table 8-2. Potential Disasters and Resultant Debris

Debris	Biodisaster/ Epidemic	High Winds	Floods	Wildfires	Winter Storms	Volcanoes
C&D Material: concrete, asphalt, metal, wallboard, brick, glass, wood		XX	X	X	X	X
Personal Property: appliances, e-waste, MRW, furniture, other personal belongings		XX	X	X		
Vehicles and vessels		X	X	X		
Vegetative Debris: trees, yard debris, woody debris		X	XX	X	XX	X
Animal carcasses, bedding, manure, contaminated items	XX					
Displaced Sediments: sand, soil, rock, sediment			XX	X		X
Mixed other debris		X	X	X		X

X = smaller quantity XX = significant quantity

Planning for debris management enables Adams County to consider and evaluate alternative debris management options before a natural disaster occurs. Adequate preparation assists with making disaster debris management more cost- effective and meet community concerns, which typically include:

- Public health and safety.
- Prioritizing response activities to target resources in an appropriate manner.
- Preserving property and the environment.
- Minimal impact or disruption of normal solid waste services.
- Cost.
- Compliance with regulations governing specific waste streams such as asbestos and hazardous waste.
- Availability of facilities permitted to accept specific waste streams.
- Ability to recycle portions of the waste stream.
- Eligibility for cost-recovery funds through FEMA or other government programs.

8.17.3 Planning Issues

In an emergency, timely response, saving lives, and minimizing property damage are the primary goals. Following the initial response, disaster debris handling becomes important. A



DDMP can be used to coordinate between emergency responders and Adams County agencies that provide various services. Following the DDMP during and after an emergency is likely to allow for a speedier response and recovery and assist in reducing the financial impact. The DDMP is a supplement to the EMP by elaborating on debris clearance and demolition activities. Following are issues the DDMP could address:

- Forecast of type and quantity of debris;
- Types of equipment required to manage debris;
- Description of critical local accessibility routes;
- Plan for public debris collection and removal and debris removal from private property;
- Plan for informing the public regarding debris handling;
- Health and safety requirements for emergency workers;
- List of environmental considerations and regulatory requirements;
- Temporary debris management sites and disposal locations, including any necessary permits or variances;
- Potential resources, such as contractors or Adams County staff, and their responsibilities; and
- Plan for monitoring debris removal and disposal operations.

8.18 Needs and Opportunities

The status of the recommendations made by the 2004 Plan is shown in Table 8-3.

Table 8-3. Status of 2004 Special Waste Recommendations

Recommendations	Status
Develop Construction, Demolition and Land Clearing waste disposal site and plan for in-county waste	Not Implemented
Continue automobile and appliance recycling	Ongoing
Continue management of waste tires	Ongoing
Establish Health Department monitoring program for infectious waste	Ongoing

8.19 Alternatives

Existing service gaps and other issues connected to the Special Waste component of solid waste management are discussed below.

8.19.1 General Alternatives

Collection programs may be required or desired in the future for materials that cannot be fully anticipated at this time. As these needs arise or are identified, options should be evaluated and feasible cost-effective solutions implemented as necessary. Possible steps that could be taken include the following:

- **Increased education:** additional education for generators who are the sources of the waste stream could be conducted to promote safe handling and disposal practices.

- **Collection programs:** additional or new collection programs could be developed or existing ones expanded to include additional materials or sources.
- **Product stewardship:** new product stewardship programs could be considered or supported to address specific waste materials.

8.19.2 Construction and Demolition Debris Alternatives

There are currently few opportunities in Adams County for C&D recycling, although specific types of C&D materials (such as clean wood, cardboard, metals, and reusable building materials) can be diverted to various recovery operations. In general, reuse and recycling options for C&D wastes could include:

- **Salvage for onsite and off-site reuse:** This option generally applies to demolition projects, although a small amount of reusable materials and products are also generated at construction sites. To be effective, salvaging requires pre-demolition removal of reusable materials and hence requires some additional time and steps in a project's schedule. Off-site reuse could be accomplished through a variety of means, including reuse stores and private efforts.
- **Onsite crushing and grinding for reuse and recycling:** This generally applies to concrete and asphalt, which could be crushed to serve as road base or replace other basic materials, although in some cases wood and other materials could also be handled onsite.
- **Source-separation for off-site processing:** Source separation at C&D sites could allow recycling of wood, cardboard and other materials.
- **Mixed C&D processing off-site:** This option would require a significant investment in one or more facilities that are properly equipped and operated to process and market C&D waste.
- **Central site for recycling and reuse:** An ideal option could be a facility, or a series of local facilities, that combine reuse and recycling as appropriate for the material. These facilities could sell salvaged products (such as doors, windows, and cabinets), as well as crush or grind other materials (such as concrete and wood) for use as aggregate or hog fuel.
- **Collection depots at transfer and disposal facilities:** Collection containers for reusable and/or recyclable C&D materials at solid waste facilities could allow these materials to be transferred to a central processing or salvage facility. Transportation costs can be a significant barrier, however, since the recovered materials typically have only a low monetary value.

Adams County could partner with second hand stores to salvage and divert recyclable materials received at transfer stations. Materials that could be recycled and resold through second hand stores by setting materials aside for pickup or customers could be redirected to drop off at second hand stores.

Contractors and homeowners could benefit from more information about the potentially hazardous materials that can be uncovered during demolition activities. Information could include proper handling and disposal, as well as the potential health impacts. Disposers of C&D waste can most easily identify potential hazards if they separate their demolished waste.

Others can learn about the hazards they are exposing themselves to with Adams County-provided brochures. Contractors and homeowners could be given a brochure when they apply for a permit.

8.19.3 Disaster Debris Management Alternatives

Adams County Department of Public Works Solid Waste Division could coordinate with Adams County Emergency Management to determine details regarding debris removal and disposal activities that could provide better guidance for disaster debris management activities and preparedness. A portion of the details should be describing critical lines of communication related to debris removal and disposal. This would facilitate a quicker response and reduce the number of decisions that need to be made during a disaster while the extent of damage and possible options for addressing them were being assessed. Any revisions to the EMP would best be done on the normal schedule for updating this document.

Adams County can develop a separate DDMP. In this case, both the EMP and a DDMP together would be used for guidance in the event of a disaster. The DDMP could either be a separate plan or added as an appendix to the EMP. The DDMP could provide the detail for critical lines of communication specific to debris management activities, identify disasters that would most likely impact the solid waste system, the type of debris that would be generated from each one, address the need for temporary staging areas including potential locations, contain forms and brochures that could be easily modified for use in such an event, and have identified reuse/recycle activities that would minimize disposal at landfills. The level of detail for this plan could range from simple plans consisting largely of checklists and an outline of procedures to more complex plans that would be reviewed and approved by FEMA.

8.19.4 Evaluation of Alternative Strategies

For the most part, management practices for special wastes in Adams County are adequate. Emerging regulations and guidance regarding pharmaceutical waste may require future action.

8.20 Recommended Actions

The following options were selected by the SWAC for recommended implementation:

- SW1) Continue to dispose special wastes through a cooperative effort with the Adams County Health Department and Ecology.
- SW2) Consider an update to the Transfer Station Operational Plan that addresses handling and disposal of special wastes and update it as necessary to address new issues or special wastes.
- SW3) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.
- SW4) Promote proper reuse, recycling and disposal of C&D debris.
- SW5) Consider partnering with private organizations to promote recycling and reuse of C&D wastes and building materials.

- SW6) Develop an internal plan for handling disaster debris, in coordination with the Adams County Emergency Management.
- SW7) Consider cost effective methods to comply with removal, recycling and disposal of oil and CFC's from appliances.



Chapter 9.0 Moderate Risk Waste

9.1 Introduction

This chapter discusses programs for MRW, identifies relevant planning issues, and develops and evaluates alternative strategies.

9.2 Background

Section 9.2 provides MRW definitions, regulations and guidance, and Adams County objectives for managing MRW.

9.2.1 Definitions

MRW refers to materials that have the characteristics of and pose the same risks as hazardous wastes – they are flammable, corrosive, toxic, and/or reactive. State and Federal law do not regulate these wastes as hazardous wastes due to their relatively small quantities. MRW is regulated by WAC 173-350-360 under the authority RCW 70.105 and RCW 70.95 RCW. MRW is defined as solid waste that is limited to conditionally exempt Small Quantity Generator (SQG) waste and HHW.

Household Hazardous Waste

The Hazardous Household Substances List developed by Ecology is shown in Table 9-1. When generated in a residence, these products become HHW when discarded.

Small Quantity Generator Waste

Many businesses and institutions produce small quantities of hazardous wastes; the list is the same as for HHW (see Table 9-1). Small Quantity Generators (SQGs) produce hazardous waste at rates less than 220 pounds per month or per batch (or 2.2 pounds per month or per batch of extremely hazardous waste) and accumulate less than 2,200 pounds of hazardous waste onsite (or 22 pounds of extremely hazardous waste). Extremely hazardous wastes include certain pesticides and other poisons that are more toxic and pose greater risks than other HHW. SQGs are conditionally exempt from State and Federal regulation, meaning they are exempt only as long as they properly manage and dispose of their wastes. Currently, Adams County does not accept SQG waste and directs businesses to work with a private firm, such as Stericycle or Clean Harbors, for handling and disposal.

Table 9-1. Hazardous Household Substances List

Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Group 1: Repair and Remodeling				
Adhesives, Glues Cements	x	x		
Roof Coatings, Sealants		x		
Caulking and Sealants		x		
Epoxy Resins	x	x		x
Solvent Based Paints	x	x		
Solvents and Thinners	x	x	x	x

Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Paint Removers and Strippers		x	x	
Group 2: Cleaning Agents				
Oven Cleaners		x	x	
Degreasers and Spot Removers	x	x	x	
Toilet, Drain and Septic Cleaners		x	x	
Polishes, Waxes and Strippers	x	x	x	
Deck, Patio, and Chimney Cleaners	x	x	x	
Solvent Cleaning Fluid	x	x	x	x
Household Bleach (>8% solution)			x	
Group 3: Pesticides				
Insecticides	x	x		
Fungicides		x		
Rodenticides		x		
Molluscides		x		
Wood Preservatives		x		
Moss Retardants		x	x	
Herbicides		x		
Fertilizers		x	x	x
Group 4: Auto, Boat, and Equipment Maintenance				
Batteries		x	x	x
Waxes and Cleaners	x	x	x	
Paints, Solvents, and Cleaners	x	x	x	x
Additives	x	x	x	x
Gasoline	x	x	x	x
Flushes	x	x	x	x
Auto Repair Materials	x	x		
Motor Oil		x		
Diesel Oil	x	x		
Antifreeze		x		
Group 5: Hobby and Recreation				
Paints, Thinners, and Solvents	x	x	x	x
Chemicals (including Photo and Pool)	x	x	x	x
Glues and Cements	x	x	x	
Inks and Dyes	x	x		
Glazes		x		
Chemistry Sets	x	x	x	x
Pressurized Bottled Gas	x	x		x
White Gas	x	x		x
Charcoal Lighter Fluid	x	x		
Batteries		x	x	x
Group 6: Persistent Bioaccumulative Toxins				
Mercury-Containing Products		x	x	
Lead-Containing Products		x		



Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
E-Waste		x		
Polycyclic Aromatic Hydrocarbons		x		
Polychlorinated Biphenyl		x		
Group 7: Miscellaneous				
Ammunition	x	x	x	x
Asbestos		x		
Fireworks	x	x	x	x
Marine Aerial Flares	x	x		
Pharmaceuticals		x		
Non-Controlled Substances		x		
Sharps		x		
Personal Care Products	x	x	x	

Source: Guidelines for Developing and Updating Local Hazardous Waste Plans - Appendix F, Ecology, 2010.
<https://fortress.wa.gov/ecy/publications/documents/1007006.pdf>

9.2.2 Regulations and Guidance

MRW is regulated primarily by State and Federal laws that govern proper handling and disposal of these wastes. A review of the recent regulatory changes affecting solid wastes and MRW is provided in Chapter 1, and the relevant details are reproduced below.

Moving Washington Beyond Waste and Toxics Plan

Ecology released an updated waste and toxics reduction plan in June 2015. Moving Washington Beyond Waste and Toxics focuses on reducing waste and toxics by adopting a sustainable materials management approach, which is also used by EPA. This approach looks at the full life cycle of materials from the design and manufacturing, through use, to disposal or recycling. The EPA believes a sustainable materials management approach can help identify more sustainable ways to produce products that are less impactful to the environment. Moving Washington Beyond Waste and Toxics' vision is as follows: *"We can transition to a society where waste is viewed as inefficient, and where most wastes and toxic substances have been eliminated. This will contribute to economic, social and environmental vitality."*

One of the five sections of Moving Washington Beyond Waste and Toxics Plan is "Managing Hazardous Waste and Materials." The background information for this initiative explains that perhaps as little as 1% of SQG waste is properly managed on a statewide basis. For HHW, only about 16% (statewide) is estimated to be collected through local programs. Moving Washington Beyond Waste and Toxics Plan provides the following goals pertaining to MRW:

- Until toxic substances are phased out of products, and use of hazardous materials declines, MRW collection will be maximized (GOAL HWM 11).
- MRW locations and programs will provide increased services for residents, businesses, and underserved communities (GOAL HWM 12).
- Facilities that collect MRW will be properly permitted (if required) and in compliance with applicable laws and rules (GOAL HWM 13).

Hazardous Waste Management Act (RCW 70.105)

The Hazardous Waste Management Act establishes requirements for State and local hazardous waste management plans, rules for hazardous waste generation and handling, criteria for siting hazardous waste management facilities, and local zoning designations that permit hazardous waste management facilities. The Hazardous Waste Management Act also establishes waste management priorities for hazardous wastes. In order of decreasing priority, the management priorities are:

- Waste reduction,
- Waste recycling,
- Physical, chemical, and biological treatment,
- Incineration,
- Solidification/stabilization/treatment, or
- Landfill.

The waste hierarchy is a key element in determining compliance of this Plan with State requirements.

Rules implementing the Hazardous Waste Management Act are codified in the Dangerous Waste Regulations (WAC 173-303). This regulation defines dangerous waste materials and establishes minimum handling requirements. State rules specifically exclude HHW and SQG wastes from Dangerous Waste Regulations, which have been amended several times over the years, most recently in 2014. The 2014 amendments allow mercury-containing equipment to be managed as a universal waste, require recyclers and used oil processors to develop closure plans and meet financial responsibility requirements, and provides several other changes and updates.

Used Oil

Washington State law (RCW 70.95I) requires local governments to manage used oil in conjunction with their MRW programs and to submit annual reports to Ecology.

9.3 Moderate Risk Waste Generation

RCW 70.105.220(1)(a) requires local governments to prepare hazardous waste plans that contain an assessment of the quantities, types, generators and fate of hazardous waste in each jurisdiction. This Plan serves to compile that data for Adams County and this Chapter focuses on the MRW associated with HHW and SQG aspects/quantities of hazardous waste. The quantities, types and fate of MRW in Adams County are described in Section 9.4. The following subsections focus on the generators of this waste in Adams County.

9.3.1 Hazardous Waste Inventory

The following information helps provide an inventory of hazardous waste management in Adams County by addressing dangerous waste generators (i.e., large-quantity generators), contaminated sites, transporters and processing facilities, and locations where hazardous waste facilities can be sited (“zone designations”).

Dangerous Waste Generators

- Ecology records (latest data as of April 2015) show that ten businesses and institutions in Adams County are registered as hazardous waste generators and reported generation of waste. Forty-five businesses and institutions in Adams County are registered with EPA or State identification numbers but did not report generating waste in 2015.

Remedial Action Sites

Ecology's list of confirmed and suspected contaminated sites in Adams County can be found at www.ecy.wa.gov/programs/tcp/sites/sitelists.htm. As of April 2017 there were 53 of these sites identified in Adams County.

Hazardous Waste Services (Transporters and Facilities)

A large number of private companies provide transportation and disposal services for a wide range of materials. The current list of these companies can be found at <http://www.esdwa.com/services/index.cfm>, under the Hazardous Waste & Materials master category group.

9.3.2 Inventory of Moderate Risk Waste Generators

As stated above, MRW generators include HHW from local residents, as well as SQG from local businesses and institutions. At this time, Adams County does not accept MRW from local businesses and institutions. The 2016 population of Adams County is 19,510 residents, currently residing in an estimated 6,322 housing units¹. However, not all residents and/or businesses are generators of MRW. For residential sources in particular, products may be stored for several years before the resident determines that the material is no longer useful and takes it to a MRW facility for disposal. In addition, although quantities and types of MRW collected and shipped are tracked, it is unknown how many residents are recycling or disposing of wastes through drop-off programs and private collection services. Also unknown is the number of SQGs and large-quantity generators utilizing the services of private collection companies for their hazardous wastes.

9.4 Existing Conditions

This section describes existing programs to manage MRW in Adams County.

9.4.1 Current Moderate Risk Waste and Oil Programs

Collection

MRW in Adams County is collected primarily through drop-off programs. The following are available drop-off programs active in Adams County, including:

- Bruce Transfer Station and Ritzville Transfer Station accept hazardous wastes from households. Wastes are accepted at no charge. Residents can bring in HHW any time that the transfer stations are open. (See Chapter 4 Waste Collection for transfer station hours of operation).

¹ 2015 estimate of total housing units (source: Washington State Office of Financial Management)

- Electronics can be recycled in Othello through the Experience Merchandise Thrift Store.
- Fluorescent tubes can be recycled in Othello through Othello Ace Hardware.
- The WSDA conducts agricultural chemical waste collection events in Eastern Washington on an as needed basis. Participants must sign up in advance to bring in wastes, but there is no cost to participate.
- SQGs and large-quantity generators use the services of private companies that collect specific types of wastes, but little information is available on the amounts collected in this manner.

Processing, Transport and Disposal

MRW to be shipped off-site for recycling or disposal is sorted at the MRW facilities located at the Bruce Transfer Station and the Ritzville Transfer Station according to its Washington State Department of Transportation hazard classification (flammable, toxic, acid, corrosive or reactive) and consolidated for shipment. The drums of waste are stored in secured storage lockers until truckload quantities are available for transport. MRW is shipped to licensed hazardous waste treatment, storage and/or disposal facilities. The current oil and antifreeze contractor is Oil Re-Refining Company. Other MRW is treated or disposed under the State of Washington contract with Clean Harbors. Table 9-2 provides the estimated quantities of MRW processed, transported and disposed of in 2013, 2014 and 2015:

Table 9-2. MRW Quantities Shipped (pounds)

Waste Type	2013	2014	2015
Batteries:			
Household	0	5	1
Paint:			
Latex	771	253	0
Oil Based	759	13,796	1,636
Pesticide/Poisons	150	1,091	379
Other Hazardous Wastes:			
Corrosives	12	0	0
Flammables	1,116	1,081	288
Waste Oil and Related Materials:			
Used Oil	6,024	0	1,635
Antifreeze	539	3,427	51
TOTAL (in pounds)	9,371	19,653	3,990

HHW Education

Adams County conducts limited activities to educate residents about proper handling and disposal of HHW due to funding constraints.

Compliance and Enforcement

Compliance issues are handled by the Adams County Health Department, who responds to complaints and other problems as these are identified. The Adams County Health Department receives grant funding and Adams County funds specifically for this purpose.

9.5 Needs and Opportunities

Incorporation of MRW management into this Plan is an update from the 2004 Plan. Therefore status of previous recommendations is not presented.

9.6 Alternatives

There are generally five components for local MRW management programs; two that address educational efforts and three that help fulfill the mandate to prepare a “program to manage moderate-risk waste” (RCW 70.105.220(1)(a)). These five elements are as follows:

- Public education program;
- Technical assistance program for businesses;
- Collection program for HHW and used oil;
- Collection program for business wastes; and
- A plan or program to ensure compliance by SQG and others

The existing service gaps and other issues connected to these components are discussed below.

9.6.1 Public Education

There are currently limited efforts to inform the public about opportunities for proper disposal of oil and HHW in Adams County due to funding constraints. Public Education should be expanded to ensure that MRW is being properly handled and disposed of from households.

9.6.2 Business Technical Assistance

Adams County is not currently providing technical assistance and education to businesses about SQG waste handling and disposal. The level of expertise required to effectively assist many businesses would require significant amounts of training for specific types of businesses, and is better handled at the State level.

9.6.3 Household Collection

Household collection is currently being provided through the Bruce Transfer Station, the Ritzville Transfer Station, and other opportunities. The household collection area is limited in size at both collection sites. As population continues to grow, expanded facilities may need to be developed, with trained personnel, to handle the MRW waste stream.

9.6.4 Business Collection

Adams County is not currently providing business collection and is directing businesses and institutions to contact private contractors. One alternative that could be explored for handling business MRW is to charge SQGs to use the Bruce Transfer Station or Ritzville Transfer Station for proper handling and disposal of wastes, as is done in some other Washington counties. This approach could generate revenue, but would require dedicated and trained staff to handle the SQG waste stream in addition to modifications of existing facilities at both sites. The cost of the dedicated and trained staff would be offset by the revenue generated from fees charged to SQGs.

9.6.5 Compliance and Enforcement

Compliance and enforcement is currently being conducted on an as-needed basis and there are no known issues with this approach.

9.6.6 Moderate Risk Waste Plan Preparation

RCW 70.105 requires local governments to prepare hazardous waste plans. Adams County has incorporated the hazardous waste plan update process into the Adams County Solid Waste Management Plan update process to maintain compliance with the rule.

9.7 Recommended Actions

The following alternatives were selected by the SWAC for implementation:

- MRW1) Implement a public education and outreach program for handling of MRW waste for households.
- MRW2) Consider upgrades and expansions of the MRW handling facilities at the Bruce Transfer Station and Ritzville Transfer Station.
- MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).
- MRW4) Consider implementing a fee based program to accept SQG waste at the Bruce Transfer Station and the Ritzville Transfer Station.

Chapter 10.0 Administration and Enforcement

10.1 Introduction

This chapter addresses the administrative and enforcement activities related to solid waste and MRW.

10.2 Background

Adams County, the cities, towns and several other organizations and agencies are responsible for providing enforcement of federal, state, and local laws and regulations that guide the planning, operation, and maintenance of the region's solid waste management system. This local enforcement authority ensures that the Adams County system meets applicable standards for the protection of human health and environmental quality in the region.

10.3 Existing Conditions

Administrative responsibility for solid waste handling systems in Adams County is currently divided among several agencies and jurisdictions in local, county, and state government. Each organization involved in the Adams County solid waste management system is described below.

10.3.1 Adams County Department of Public Works - Solid Waste Division

The Washington State Solid Waste Management Act, RCW 70.95 assigns local government the primary responsibility for managing solid waste. Solid waste handling, as defined in RCW 70.95, includes the “management, storage, collection, transportation, treatment, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from solid wastes or the conversion of the energy in solid wastes to more useful forms or combinations thereof.”

RCW 36.58 authorizes Adams County to develop, own, and operate solid waste handling facilities in unincorporated areas, or to accomplish these activities by contracting with private firms. Adams County may regulate tipping fees, hours of operation, facility access, and waste acceptance policies at each of its facilities. Adams County also has the authority and responsibility to prepare comprehensive solid waste management plans for unincorporated areas and for jurisdictions that agree to participate with Adams County in the planning process.

Adams County has entered into interlocal agreements with incorporated cities and towns. These agreements address the Plan participation.

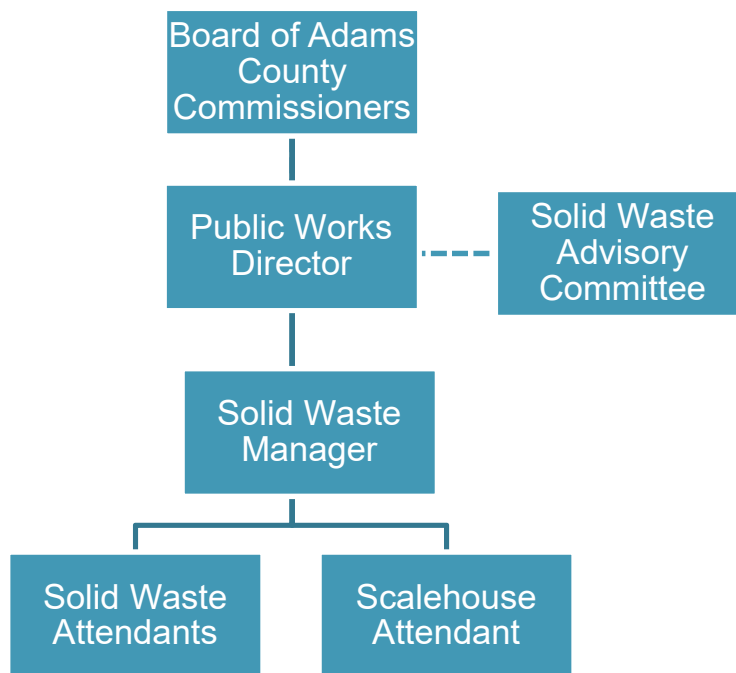
Adams County exercises its solid waste responsibilities through the Public Works Solid Waste Division. The specific administrative functions performed include the following:

- Administering, staffing, and operating two transfer stations, managing the closed Bruce Landfill, and various recycling, MRW, and organics collection programs.
- Administering and staffing public education programs for waste reduction and recycling.
- Administering contracts.

- Maintaining the Plan as adopted relating to public health, safety, and sanitation, and providing regulations to govern the storage, collection, transfer, transportation, processing, use, and final disposal of solid waste by all persons in Adams County.
- Providing staff support for the SWAC.

Figure 10-1 illustrates the Adams County Department of Public Works Solid Waste Division organizational structure. The Adams County Department of Public Works Solid Waste Division is staffed by about 8 employees, most of which are involved in the operation of transfer facilities.

Figure 10-1. Adams County Department of Public Works Solid Waste Division Organizational Structure



The Adams County Department of Public Works Solid Waste Division is funded by the fees collected at the two transfer stations. Fees charged at Adams County’s solid waste facilities are set by resolution by the Board of County Commissioners. Adams County also receives grant monies from Ecology for solid waste management planning activities and pilot projects. Table 10-1 shows the current budget (2017) for the Adams County Department of Public Works Solid Waste Division.

Table 10-1. Adams County Solid Waste 2017 Budget

	2017 ¹ Budgeted
Revenues	
Solid Waste Fees ²	
Coordinated Prevention Grant	60,000
Litter Grant	10,000



	2017 ¹ Budgeted
Revenues	
Recycling	30,000
Commercial Disposal	940,000
Self-Haul Disposal	250,000
Miscellaneous – Op Transfer In	2,000
Total Revenues	1,292,000
Expenditures	
Administration	378,905
Transfer Station Maintenance	30,525
Transfer Station Operations	757,316
Total Operations & Maintenance	1,166,746
Debt Service	9,000
Post Closure Funding	6,472
Capital	205,000
Total Expenses	1,387,218
Total Balance/(Deficiency)	(95,218)

Note: All figures are in dollars.

1. The 2017 figures are the budgeted amounts
2. Disposal budget based on a tipping fee of \$70.00 per ton.

10.3.2 Adams County Solid Waste Advisory Committee

Per RCW 70.95.165, the Board of County Commissioners has appointed the SWAC to help develop solid waste handling programs and policies. The SWAC has adopted bylaws that can be amended by the SWAC at any time, subject to approval by the Board of County Commissioners. The term of the SWAC members is three years and members can be re-appointed by the Board of County Commissioners to serve consecutive terms. The SWAC consists of a minimum of nine members each with one vote and membership is outlined in the bylaws to include: citizens, public interest groups, business, the waste management industry, agriculture and local elected officials.

10.3.3 Incorporated Cities

RCW 35.21.152 empowers cities to develop, own, and operate solid waste handling systems and to provide for solid waste collection services within their jurisdictions. There are five incorporated cities and towns in Adams County.

All municipalities contract for collection programs and 2 private haulers currently operate in the unincorporated areas of Adams County. Fees charged for the service cover the expenses of the system, although some cities also charge a “utility tax” that helps fund other city functions.

Detailed information about collection in individual cities is included in Chapter 4 Solid Waste Collection.

10.3.4 Adams County Health Department

The Adams County Health Department works with the public, cities, County, and state agencies to develop and implement plans for the safe storage, collection, transportation, and final disposal of solid waste. The Adams County Health Department works to assure compliance with RCW 70.95 and WAC 173-304 - Minimum Functional Standards for Solid Waste Facilities. The Health Department is responsible for the following:

- Permitting solid waste facilities operating in Adams County.
- Assure that permits are consistent with the Plan, local ordinances and appropriate Washington State and Federal regulations.
- Oversight of existing permitted facilities.
- Responding to complaints regarding improper storage and disposal of solid waste.
- Investigating illegal dumping and non-permitted dump sites.

Solid waste facility permits are required in accordance with WAC 173-303, 173-350, and 173-351. Facilities are required to obtain solid waste handling permits from the Adams County Health Department.

The State Environmental Policy Act (SEPA), RCW 43.21C, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. In order to determine if an EIS is necessary, an environmental checklist must be completed.

For this planning document, a SEPA checklist has been completed and is included in Appendix G.

Applicants applying for new solid waste permits within Adams County will notify the Adams County Health Department. The applicant will submit a permit application and a SEPA checklist to the Adams County Health Department, which forwards such applications to the Adams County Department of Public Works Solid Waste Division.

Adams County Department of Public Works Solid Waste Division will request a meeting of the SWAC for the purpose of reviewing the permit application for conformance to the Plan. SWAC will review the documents and will return their findings to the Adams County Health Department which will consider and include those findings in their final decision.

Adams County Health Department will forward such findings and comments along with the SEPA checklist and permit application, on to the Adams County Board of Health. Final approval or disapproval of the application shall rest with Adams County Health Department, which shall issue its approval/disapproval of the application within 90 days after its receipt pursuant to RCW 70.95.180.

Adams County Department of Public Works Solid Waste Division pays a fixed amount to the Adams County Health Department for permit fees for solid waste facilities. The Adams County

Health Department also receives grant funds from Ecology for enforcement and permit fees for non-County facilities.

10.3.5 Washington State Department of Ecology

RCW 70.95 provides for a comprehensive, statewide solid waste management program and assigns primary responsibility for solid waste handling to local governments. This regulation gives each county, in cooperation with its cities, the task of setting up a coordinated solid waste management plan that places an emphasis on waste reduction and recycling programs. Enforcement and regulatory responsibilities are assigned to cities, counties, or jurisdictional health departments (like the Adams County Health Department), depending on the specific activity and local preferences, but Ecology issues permits for land application of biosolids.

Ecology has promulgated WAC 173-350, Solid Waste Handling Standards, which addresses the operational and other requirements for recycling and composting facilities as well as inert and special purpose landfills. WAC 173-351, Criteria for Municipal Solid Waste Landfills, contains the current standards for MSW landfills.

The Model Litter Control and Recycling Act (RCW 70.93.060) prohibits depositing garbage on any property not properly designated as a disposal site. There is also a “litter fund” that has been created through a tax levied on wholesale and retail businesses, and the monies from this fund are being used for education, increased litter cleanup efforts, and contracts to eligible county entities for illegal dump cleanup activities.

Under the Model Toxics Control Act (RCW 70.105D), grants are available to local governments for solid waste management plans and programs, hazardous waste management plans and programs, and remedial actions to clean up existing hazardous waste sites. Solid and hazardous waste planning and programs are funded through the Coordinated Prevention Grants program administered by Ecology’s Solid Waste and Financial Assurance Program. The state rule that governs this program is WAC 173-312 – Coordinated Prevention Grants.

10.3.6 Washington Utilities and Transportation Commission

The WUTC regulates privately-owned utilities that provide public services such as electric power, telephone, natural gas, private water, transportation, and refuse collection. WUTC’s authority over solid waste collection is established in RCW 81.77. This authority does not extend to companies operating under contract with any city or town, or to any city or town that undertakes solid waste collection. WUTC regulates solid waste collection companies by granting “certificates of convenience and necessity” that permit collection companies to operate in specified service areas. WUTC also regulates solid waste collection, under authority of RCW 81.77.030, by performing the following functions:

- Fixing collection rates, charges, classifications, rules, and regulations.
- Regulating accounts, service, and safety of operations.
- Requiring annual reports and other reports and data.
- Supervising collection companies in matters affecting their relationship to their customers.
- Requiring collection companies to use rate structures consistent with Washington State waste management priorities.

The WUTC requires certificate holders to provide the minimum levels of solid waste collection and recycling services established by a local solid waste management plan and enacted through an ordinance. Solid waste companies operating in the unincorporated areas of a county must comply with the local solid waste management plan (RCW 81.77.040).

At its option, Adams County may notify the WUTC of its intention to have the G-certificate holder bid on the collection of source-separated recyclable materials from residences in unincorporated areas. Commercial recycling is also regulated by the WUTC, under laws that apply in general to motor freight carriers (RCW 81.80), although their oversight is limited to requiring a permit (at \$100 per year) and also to require companies to carry insurance, conduct drug testing of employees, and conduct a few other activities.

This Plan contains a cost assessment (see Appendix H) prepared according to the *WUTC Cost Assessment Guidelines for Local Solid Waste Management Planning* (WUTC 2001). RCW 70.95.096 grants the WUTC 45 days to review the plan’s impact on solid waste collection rates charged by solid waste collection companies regulated under RCW 81.77, and to advise Adams County and Ecology of the probable effects of the Plan’s recommendations on those rates.

10.3.7 United States Environmental Protection Agency

At the Federal level, the Resource Conservation and Recovery Act (RCRA) of 1976, as amended by the Solid Waste Disposal Act Amendments of 1980 (42 U.S.C. 6901-6987), is the primary body of legislation addressing solid waste. Subtitle D of RCRA deals with non-hazardous solid waste disposal and requires the development of a state comprehensive solid waste management program that outlines the authorities of local, state and regional agencies. Subtitle D requires the state program prohibit “open dumps” and provide that solid waste is handled in an environmentally-sound manner.

10.4 Needs and Opportunities

The status of the recommendations made by the 2004 Plan is shown in Table 10-2.

Table 10-2. Status of 2004 Administration and Enforcement Recommendations

Item	Recommendation	Status
1	Increase staff and funding as needed for departments having primary responsibility for solid waste management	Not Implemented
2	Provide adequate funding and staff for Adams County Health Department to monitor, permit and enforce solid waste facilities and programs	Ongoing
3	Develop additional funding sources as needed with first priority on obtaining grants	Not Implemented
4	Encourage private sector development of needed solid waste programs and facilities such as recycling and waste reduction through back yard composting	Ongoing

Responsibilities for implementing the Plan are assigned to various local agencies. Since responsibilities for specific tasks are assigned to more than one agency, each of the jurisdictions needs to recognize the importance of carrying out tasks in a manner that ensures efficient use of resources (by avoiding duplication of effort), avoids gaps in program activities, and avoids conflicts or inconsistencies.



Enforcement activities within Adams County generally are focused on compliance with permit conditions and regulatory standards, littering, and illegal dumping. Response often comes from law enforcement agencies for littering. One key issue is to ensure adequate staffing and funding for the agencies responsible for enforcement.

A second key enforcement issue pertains to illegal dumping. Washington’s Model Litter Control and Recycling Act (RCW 70.93) prohibits the deposit of garbage on any property not properly designated as a disposal site. Revisions (RCW 70.93.060) provide stiffer penalties for littering and illegal dumping in rural areas including classification as a misdemeanor, punishable by specific penalties. Illegal dumping can be addressed through enhanced enforcement activities and education.

10.5 Alternatives

Existing service gaps and other issues connected to Administration and Enforcement components of solid waste management are discussed below.

10.5.1 Long-Term Funding Needs

A stable source of financing is necessary to protect the environment by providing reliable and affordable solid waste disposal. Financial resources are necessary to provide for the continuation of recycling and hazardous waste diversion programs and for complying with new and more stringent rules and regulations governing solid waste management. These resources may be provided by taxes, solid waste tipping fees, grants, or any combination of these sources.

Solid waste operations in Adams County are financially self-supporting. Almost all revenue needed to achieve this goal is currently generated through tipping fees, but other options do exist. Additional funding options (grouped by category) and the associated implementation entity are provided on Table 10-3.

Table 10-3. Potential Funding Methods for Solid Waste Management

Possible Funding Methods	Potential Implementation Entity			
	City	County	State	Private Sector
User Fees, Rates, Surcharges				
1. Cost-of-Service-Based Rates	X	X		X
2. Other Volume-Based Rates	X			
3. Fixed Per-Customer Service Rates	X			X
4. Collection Rate Surcharges	X			
5. Planning Fees		X		
6. Weight or Volume-Based Disposal Fees	X	X		X
7. Fixed Per-Customer Disposal Fees	X	X		X
8. Disposal Surcharges	X	X		
Taxes				
9. MTCA Funds, Hazardous Substance Tax		(x)	X	
10. State Litter Tax		(x)	X	

Possible Funding Methods	Potential Implementation Entity			
	City	County	State	Private Sector
11. Disposal District Excise Tax		X		
12. Mandatory Collection		X		
13. Franchise Fees	X		X	
Other				
16. Enforcement Fines/Penalties		X		
17. Sales of Recyclable Materials	X	X		X
18. Recycling Fees/Charges	X	X		X
19. Sales of Recovered Energy		X		X
20. Utility Tax	X			
21. General Fund Revenues	X	X		
22. Bond Financing		X		(x)
23. Public Works Assistance Account ¹	X	X		

Note: X = Implementing authority, (x) = potentially benefits from funding method but cannot implement it.

¹ Public Works Assistance Account, commonly known as the Public Works Trust Fund, was established by C 43.155 to be used by the Public Works Board to finance local government infrastructure loans.

10.5.2 Flow Control

Flow control for the wastes collected in the cities may be achieved through the interlocal agreements. Adams County has a policy requiring waste collected in the unincorporated areas also must be delivered to Adams County’s transfer stations. Compliance with this policy could be improved by involvement from the WUTC, which can encourage haulers to conform to the Plan requirements. Although the current system is working well, Adams County’s ability to make long-range plans and invest in future disposal facilities might be improved if a flow control ordinance were adopted, thus avoiding unforeseen changes in the future.

10.5.3 Staffing

Adequate funding should be provided to increase staff at county and city levels as needed for departments having primary responsibility for solid waste management and for Adams County Health Department to monitor, permit and enforce solid waste facilities and programs.

10.5.4 Permit Review

The Technical Advisory Committee, refer to Chapter 7 Disposal for more information, should be included in the review of all new solid waste facility permit requests within Adams County, although final approval shall continue to reside with the jurisdictional Adams County Health Department. The SWAC is advised regarding new permit requests by the Technical Advisory Committee. Such permit requests, after review by the Technical Advisory Committee, will be forwarded to the Adams County Health Department with Technical Advisory Committee’s comments. This review will assure adherence to the Plan, RCW 70.95 (165) and (180).



10.6 Recommended Actions

The following options were selected by the SWAC for recommended implementation:

- AE1) Consider pursuing some of the additional funding strategies listed in Table 10-3 that can be implemented by Adams County directly and independently from other alternatives.
- AE2) Consider adopting a flow control ordinance.
- AE3) Provide adequate funding to increase staff at county and city levels, as needed.
- AE4) Include the Technical Advisory Committee in the review of all new solid waste facility permit requests.



Chapter 11.0 Implementation Plan

11.1 Introduction

This chapter provides information regarding the cost and schedule for implementing the recommendations made in this Plan. Information is also provided on monitoring progress and maintaining the Plan.

11.2 Recommended Strategies

The recommendations made in previous chapters of this Plan are repeated below for convenient reference, as later sections of this chapter discuss costs and implementation responsibilities. More details about specific recommendations can be found in the respective chapters.

Specific information regarding budget for recommendations may be found in Table 11-1.

Chapter 3: Waste Reduction, Recycling and Education

Chapter 3 discusses existing programs and provides recommendations for three related topics: waste reduction, recycling and education. The following recommendations are proposed:

- WRR1) Adopt the updated list of designated materials (Table 3-3) and maintain it through periodic review and updates.
- WRR2) Incorporate an education and promotion program.
- WRR3) Provide support for recycling at public events when curbside recycling becomes available and recycling services are available to businesses.
- WRR4) Work cooperatively with the cities and towns to establish standards that promote residential waste reduction.
- WRR5) Encourage signatory cities to consider implementation of Pay-As-You-Throw pricing for garbage.

Some of these recommendations have no direct costs, but could lead to additional costs through new programs that may be needed in the future. Adams County has the primary responsibility for recommendations WRR1, WRR2, and WRR3 and the municipalities are responsible for WRR4 and WRR5.

Chapter 4: Collection

Chapter 4 discusses existing MSW collection services in unincorporated Adams County and in the five participating cities and towns. These programs are operating satisfactorily. Chapter 4 concludes with the following recommendations:

- SWC1) Continue to require waste to be routed through Adams County-owned facilities in future interlocal agreements.
- SWC2) Review collection contracts to confirm compliance with the Plan.

The budget for these activities will consist primarily of continuing the existing budget plus additional amounts or reallocation of existing funds for new activities.

Chapter 5: Energy Recovery

Chapter 5 discusses energy recovery options available to Adams County. The Chapter concludes with the following recommendation:

- ER1) Adams County will monitor developments and progress in waste processing and conversion technologies.

Adams County is the lead agency for this recommendation. No additional budget is necessary for this recommendation.

Chapter 6: Transfer System

Chapter 6 discusses existing and potential transfer facilities and programs. The following recommendations are made for future changes in the transfer system:

- TS1) Evaluate the Bruce Transfer Station building and determine modifications to increase capacity to process and store more waste.
- TS2) Review Operational Plan and evaluate operations Bruce Transfer Station to increase capacity.
- TS3) Continue to maintain the operations of the transfer stations.
- TS4) Continue to require that all MSW be routed through Adams County owned and operated transfer stations.
- TS5) Evaluate need for extended or seasonal hours of operations.

Adams County would take the lead in implementing these recommendations. The budget for these activities will consist primarily of continuing the existing budget plus additional amounts or reallocation of existing funds for evaluations of the Bruce Transfer Station.

Chapter 7: Disposal

The current disposal system is working well. Chapter 7 outlines the following recommendations:

- D1) Explore potential haul cost reduction measures.
- D2) Review and update the Mitigation Agreement between Adams County and WMW, as necessary.
- D3) Continue to leave the option open for Adams County to own and potentially operate its own landfill.

Adams County is the lead agency for solid waste disposal. The budget for these activities will greatly depend on future decisions made by Adams County regarding the Mitigation Agreement between Adams County and WMW. If haul cost reduction measures are implemented, there may be a reduction to the disposal budget allowing for reallocation of existing funds.



Chapter 8: Special Wastes

Chapter 8 discusses the various materials considered “special wastes” because they pose somewhat elevated risks, require additional precautions, or special handling procedures. For the most part, special wastes can be handled by the existing solid waste infrastructure and programs, but with a few additional considerations:

- SW1) Continue to dispose special wastes through a cooperative effort with the Adams County Health Department and Ecology.
- SW2) Consider an update to the Transfer Station Operational Plan that addresses handling and disposal of special wastes and update it as necessary to address new issues or special wastes.
- SW3) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.
- SW4) Promote proper reuse, recycling and disposal of C&D debris.
- SW5) Consider partnering with private organizations to promote recycling and reuse of C&D wastes and building materials.
- SW6) Develop an internal plan for handling disaster debris, in coordination with the Adams County Emergency Management.
- SW7) Consider cost effective methods to comply with removal, recycling and disposal of oil and CFC's from appliances.

Adams County is the lead agency for these recommendations although SW1, SW3, SW5, and SW6 would be in collaboration and/or dependent upon other agencies and partners. SW1, SW3, and SW4 are essentially ongoing activities and so do not require additional budget. SW2, SW5, and SW6 would require funding or reallocation of existing funds.

Chapter 9: Moderate Risk Waste

Chapter 9 provides an update of the Adams County Moderate Risk Waste Plan. The following recommendations are being proposed for MRW programs:

- MRW1) Implement a public education and outreach program for handling of MRW waste for households.
- MRW2) Consider upgrades and expansions of the MRW handling facilities at the Bruce Transfer Station and Ritzville Transfer Station.
- MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).
- MRW4) Consider implementing a fee based program to accept SQG waste at the Bruce Transfer Station and the Ritzville Transfer Station.

Adams County has the primary authority for these recommendations. The budget for these activities will consist primarily of continuing the existing funding and additional budget for upgrades and expansions to facilities.

Chapter 10: Administration and Enforcement

The administration and enforcement of the solid waste system is an activity shared among several parties, including Adams County Department of Public Works, Adams County Health Department, cities and towns, and the private sector. Adams County Department of Public Works and Adams County Health Department have the primary responsibility for these activities.

- AE1) Consider pursuing some of the additional funding strategies listed in Table 10-3 that can be implemented by Adams County directly and independently from other alternatives.
- AE2) Consider adopting a flow control ordinance.
- AE3) Provide adequate funding to increase staff at county and city levels, as needed.
- AE4) Include the Technical Advisory Committee in the review of all new solid waste facility permit requests.

Adams County is the lead agency for these recommendations so the additional costs are largely limited to a portion of staff time (for existing staff). The budget for these activities will consist primarily of continuing the existing budget plus additional amounts or reallocation of existing funds for new activities.

11.3 State Environmental Policy Act

Ecology requires the potential impacts of this Plan be evaluated according to the State Environmental Policy Act (SEPA) process. The checklist has been prepared to fulfill that requirement and is included as Appendix G.

The SEPA checklist is a “non-project proposal” intended to address new programs recommended by the Plan. As a non-project proposal SEPA checklist, it is unable to fully address the potential impacts of facilities proposed in this Plan. Any new facility will need to undergo its own SEPA review process.

On ~~XXXXX~~, 2017 Adams County issued a determination of non-significance that the recommendations in the 2017 Plan will not have a probable significant adverse impact on the environment. A copy of this determination is included in Appendix G.

11.4 Estimated Additional Costs

Table 11-1 shows the approximate budget for Plan recommendations that incur additional costs (in 2017 dollars) above and beyond current status quo costs and programs.



Table 11-1. Six-Year Implementation Budget for Additional Costs

Recommendation	Additional Cost by Implementation Year ¹					
	2018	2019	2020	2021	2022	2023
3. Waste Reduction, Recycling and Education						
WRR1) Adopt the updated list of designated materials and maintain it through periodic review and updates.	No Additional Cost					
WRR2) Incorporate an education and promotion program.	Ongoing					
WRR3) Provide support for recycling at public events when curbside recycling becomes available in Adams County and recycling services are available to businesses.	-	-	-	-	-	\$10,000
WRR4) Work cooperatively with the cities and towns to establish standards that promote residential waste reduction and curbside recycling programs.	No Additional Cost					
WRR5) Encourage signatory cities to consider implementation of Pay-As-You-Throw pricing for garbage.	No Additional Cost					
4. Solid Waste Collection						
SWC1) Continue to require waste to be routed through Adams County-owned facilities in future interlocal agreements.	No Additional Cost					
SWC2) Review collection contracts to confirm compliance with the Plan.	No Additional Cost					
5. Energy Recovery						
ER1) Adams County will monitor developments and progress in waste processing and conversion technologies.	No Additional Cost					
6. Transfer Facilities						
TS1) Evaluate the Bruce Transfer Station building and determine modifications to increase capacity to process and store more waste.	\$20,000	-		-	-	-
TS2) Review Operational Plan and evaluate operations Bruce Transfer Station to increase capacity.	\$20,000		-	-	-	-
TS3) Continue to maintain the operations of the transfer stations.	No Additional Cost					

Recommendation	Additional Cost by Implementation Year ¹					
	2018	2019	2020	2021	2022	2023
TS4) Continue to require that all MSW be routed through Adams County owned and operated transfer stations.	No Additional Cost					
TS5) Evaluate need for extended or seasonal hours of operations.	No Additional Cost					
7. Disposal						
D1) Explore potential haul cost reduction measures.	No Additional Costs					
D2) Review and update the Mitigation Agreement between Adams County and WMW, as necessary.	No Additional Costs					
D3) Continue to leave the option open for Adams County to own and potentially operate its own landfill.	No Additional Costs					
8. Special Wastes						
SW1) Continue to dispose special wastes through a cooperative effort with the Adams County Health Department and Ecology.	No Additional Costs					
SW2) Consider an update to the Transfer Station Operational Plan that addresses handling and disposal of special wastes and update it as necessary to address new issues or special wastes.	\$5,000	-	-	-	-	-
SW3) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.	No Additional Costs					
SW4) Promote proper reuse, recycling and disposal of C&D.	No Additional Costs					
SW5) Consider partnering with private organizations to promote recycling and reuse of C&D wastes and building materials.	No Additional Costs					
SW6) Develop an internal plan for handling disaster debris, in coordination with the Adams County Emergency Management.	-	\$5,000	-	-	-	-



Recommendation	Additional Cost by Implementation Year ¹					
	2018	2019	2020	2021	2022	2023
SW7) Consider cost effective methods to comply with removal, recycling and disposal of oil and CFC's from appliances.	No Additional Costs					
9. Moderate Risk Waste						
MRW1) Implement a public education and outreach program for handling of MRW waste for households.	\$5,000	-	-	-	-	-
MRW2) Consider upgrades and expansions of the MRW handling facilities at the Bruce Transfer Station and Ritzville Transfer Station.	-	-	-	\$70,000	\$70,000	
MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).	No Additional Costs					
MRW4) Consider implementing a fee based program to accept SQG waste at the Bruce Transfer Station and the Ritzville Transfer Station.	No Additional Costs					
10. Administration and Enforcement						
AE1) Consider pursuing some of the additional funding strategies listed in Table 10-3 that can be implemented by Adams County directly and independently from other alternatives.	No Additional Costs					
AE2) Consider adopting a flow control ordinance.	No Additional Costs					
AE3) Provide adequate funding to increase staff at county and city levels, as needed.	No Additional Costs					
AE4) Include the Technical Advisory Committee in the review of all new solid waste facility permit requests.	No Additional Costs					
TOTAL	\$50,000	\$5,000	\$0	\$70,000	\$70,000	\$10,000

1. All figures are approximate and subject to update.

11.5 Six-Year Implementation Schedule

The proposed implementation schedule and primary responsibility is shown in Table 11-2. The SWAC will review and comment on proposed resolutions and ordinances prior to their adoption.

Table 11-2. Six-Year Implementation Schedule

Recommendation	Implementation Responsibility	Implementation Year					
		2018	2019	2020	2021	2022	2023
3. Waste Reduction, Recycling and Education							
WRR1) Adopt the updated list of designated materials and maintain it through periodic review and updates.	Adams County	Ongoing					
WRR2) Incorporate an education and promotion program.	Adams County	Ongoing					
WRR3) Provide support for recycling at public events when curbside recycling becomes available in Adams County and recycling services are available to businesses.	Adams County	-	-	-	-	-	X
WRR4) Work cooperatively with the Cities and Towns to establish standards that promote residential waste reduction and curbside recycling programs.	Adams County, Cities, and Towns	Ongoing					
WRR5) Encourage signatory cities to consider implementation of Pay-As-You-Throw pricing for garbage.	Adams County, Cities and Towns	Ongoing					
4. Solid Waste Collection							
SWC1) Continue to require waste to be routed through Adams County-owned facilities in future interlocal agreements.	Adams County	Ongoing					
SWC2) Review collection contracts to confirm compliance with the Plan.	Adams County	Ongoing					
5. Energy Recovery							
ER1) – Adams County will monitor developments and progress in waste processing and conversion technologies.	Adams County	Ongoing					



Recommendation	Implementation Responsibility	Implementation Year					
		2018	2019	2020	2021	2022	2023
6. Transfer Facilities							
TS1) Evaluate the Bruce Transfer Station building and determine modifications to increase capacity to process and store more waste.	Adams County	X	-	-	-	-	-
TS2) Evaluate operations Bruce Transfer Station to increase capacity.	Adams County	X	-	-	-	-	-
TS3) Continue to maintain the operations of the transfer stations.	Adams County	Ongoing					
TS4) Continue to require that all MSW be routed through Adams County owned and operated transfer stations.	Adams County	Ongoing					
TS5) Evaluate need for extended or seasonal hours of operations.	Adams County	Ongoing					
7. Disposal							
D1) Explore potential haul cost reduction measures.	Adams County	Ongoing					
D2) Review and update the Mitigation Agreement between Adams County and Waste Management as necessary.	Adams County	Ongoing					
D3) Continue to leave the option open for Adams County to own and potentially operate its own landfill.	Adams County	Ongoing					
8. Special Wastes							
SW1) Continue to dispose special wastes through a cooperative effort with the Adams County Health Department and Ecology.	Adams County, Adams County Health Department, Ecology	Ongoing					

Recommendation	Implementation Responsibility	Implementation Year					
		2018	2019	2020	2021	2022	2023
SW2) Consider an update to the Transfer Station Operational Plan that addresses handling and disposal of special wastes and update it as necessary to address new issues or special wastes.	Adams County	X	-	-	-	-	-
SW3) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.	Adams County	Ongoing					
SW4) Promote proper reuse, recycling and disposal of C&D.	Adams County	Ongoing					
SW5) Consider partnering with private organizations to promote recycling and reuse of C&D wastes and building materials.	Adams County	Ongoing					
SW6) Develop an internal plan for handling disaster debris, in coordination with the Adams County Emergency Management.	Adams County	-	X	-	-	-	-
SW7) Consider cost effective methods to comply with removal, recycling and disposal of oil and CFC's from appliances.	Adams County	Ongoing					
9. Moderate Risk Waste							
MRW1) Implement a public education and outreach program for handling of MRW waste for households.	Adams County	X	-	-	-	-	-
MRW2) Consider upgrades and expansions of the MRW handling facilities at the Bruce Transfer Station and Ritzville Transfer Station.	Adams County	-	-	-	X	X	-



Recommendation	Implementation Responsibility	Implementation Year					
		2018	2019	2020	2021	2022	2023
MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).	Adams County	Ongoing					
MRW4) Consider implementing a fee based program to accept SQG waste at the Bruce Transfer Station and the Ritzville Transfer Station.	Adams County	-	-	-	X	-	-
10. Administration and Enforcement							
AE1) Consider pursuing some of the additional funding strategies listed in Table 10-3 that can be implemented by Adams County directly and independently from other alternatives.	Adams County	Ongoing					
AE2) Consider adopting a flow control ordinance.	Adams County	Ongoing					
AE3) Provide adequate funding to increase staff at county and city levels, as needed.	Adams County	Ongoing					
AE4) Include the Technical Advisory Committee in the review of all new solid waste facility permit requests.	Adams County	Ongoing					

11.6 Twenty-Year Implementation Program

Solid waste management in Adams County will continue to evolve based on changes in population, demographics, the local, state, and national economy, regulations, and advancements in waste handling and recycling. Fortunately, Adams County’s current solid waste management system is functioning effectively.

The current process of solid waste rate reviews and adjustments provides adequate funding for solid waste programs and facilities. If in the future it becomes advisable to seek additional sources of funding, Chapter 10 provides a list of potential funding sources.

11.7 Draft Plan Review

Adams County provided the draft Plan for review to stakeholders, including Ecology, in July 2017. Comments were received from XXXXXX. Comments received and response to comments by Adams County are included in Appendix I.

11.8 Procedures for Amending the Plan

The Solid Waste Management-Reduction and Recycling Act (RCW 70.95) requires local governments to maintain their solid waste plans in current condition. Plans must be reviewed at least every five years and revised, if necessary. This Plan should be reviewed in 2022. Before that time, the Plan can be kept in current condition through amendments. An “amendment” is defined as a simpler process than a revision. If there is a significant change in the solid waste system, however, a revision may be necessary before the five-year period is done.

Changes in the Plan may be initiated by Adams County, working with the SWAC to develop and review proposed changes, or by outside parties. For the latter, individuals or organizations wishing to propose plan amendments before the scheduled review must petition the Adams County’s Department of Public Works Director in writing. The petition should describe the proposed amendment, its specific objectives, and explain why immediate action is needed prior to the next scheduled review. The Adams County Department of Public Works Director will investigate the basis for the petition and prepare a recommendation for the SWAC.

The petition will be referred to the SWAC for review and recommendation. The Adams County Department of Public Works Director will draft the proposed amendment together with the SWAC. Whether the proposed amendment has been initiated by Adams County or an outside party, the proposed amendment must be submitted to the legislative bodies of participating jurisdictions and Ecology for review and comment. Adoption of the proposed amendment will require the concurrence of affected jurisdictions.

The Adams County Department of Public Works Director may develop reasonable rules for submitting and processing proposed plan amendments, and may establish reasonable fees to investigate and process petitions. Administrative rulings of the Adams County Department of Public Works Director may be appealed to the Board of County Commissioners.

Minor changes may occur in the solid waste management system, whether due to internal decisions or external factors. These can be adopted without going through a formal amendment process. If there is uncertainty about whether or not a change is “minor,” it should be discussed by the SWAC and a decision made based on the consensus of that committee.

Implicit in the development and adoption of this Plan is the understanding that in the future, Adams County may need to take emergency action for various reasons, and that these actions can be undertaken without the need to amend this Plan beforehand. In that case, Adams County staff will endeavor to inform the SWAC and other key stakeholders as soon as feasibly possible, but not necessarily before new actions are implemented. If the emergency results in permanent and significant changes to the Adams County solid waste system, an amendment to this Plan will be prepared in a timely fashion. If, however, the emergency actions are only undertaken on a temporary or short-term basis, an amendment may not be considered



necessary. Any questions about what actions may be considered “temporary” or “significant” should be brought to the SWAC for its opinion.

Similar to the allowance for emergency action discussed above, Adams County will need to make operational decisions and expenditures to comply with future regulatory changes and update permit requirements as applicable. Plan update and coordination with the SWAC will not be required or initiated for these future actions, as they are considered operational activities.



Appendix A. SWAC Bylaws and Members

**ADAMS COUNTY
SOLID WASTE ADVISORY COMMITTEE**

BY-LAWS

I. CREATION, LEGAL BASIS, PURPOSE

The Adams County Solid Waste Advisory Committee, hereinafter referred to as SWAC, having been established by the Adams County Board of Commissioners by and through Resolution No. R-6-92, pursuant to RCW 70.95.165(3) declares:

The scope and charge of the Adams County SWAC shall be to:

- A. Advise Adams County on all aspects of solid waste management planning.
- B. Assist Adams County in the development of programs and policies concerning solid waste management.
- C. Review and comment on proposed solid waste management rules, policies, ordinances and resolutions prior to their consideration by the Board of County Commissioners.

II. COMPOSITION

A. Members

The SWAC shall consist of a minimum of nine (9) members and shall represent a balance of interests including, but not limited to: citizens, public interest groups, business, the waste management industry, agriculture and local elected officials. Members shall provide on-going public input, coordinations, and information exchange between the groups. Members of the SWAC shall serve without compensation.

B. Ex-officio members

The Adams County Board of Commissioners may appoint non-voting ex-officio members to the SWAC who will serve at the Commissioners discretion.

C. Appointment

A letter requesting membership to SWAC must be presented to the Adams County Board of Commissioners. The Board of Commissioners shall make all appointments to SWAC.

D. Term

Members shall serve a term of three years, except as may be required to ensure staggered appointments or until their successor is appointed and confirmed as provided in the SWAC by-laws. The term of a member of SWAC begins on the date the member is appointed and shall run for three years from that date. Members may be reappointed to serve consecutive terms. Reappointment shall be subject to confirmation by County Commission motion.

E. Vacancies

Vacancies shall be filled in the same manner new appointments are made for the remainder of the term of the vacant position in the manner described in the initial appointment.

F. Attendance

- a. A member of the SWAC who has three unexcused absences in one year may be removed from office by recommendation of the SWAC, approved by the Adams County Commissioners or at the discretion of the Adams County Commissioners.
- b. Members shall notify Public Works staff of their ability or inability to attend a meeting as soon as practical so staff may ensure a quorum.

G. Chair

A majority of the SWAC shall elect one of its members as Chair. The term of the Chair shall be for one year. The Chair shall be elected at the first meeting of the year. The election year and term of the Chair will begin immediately after election.

H. Vice-Chair

A majority of the SWAC shall elect one of its members as Vice Chair. The term of the Vice Chair shall be for one year. The election of the Vice Chair shall be at the first meeting of the year. The election year and term of the Vice Chair will begin immediately after election.

III. STAFF

Public Works staff shall attend SWAC meetings to provide technical and procedural advice and recommendations.

IV. MEETINGS

- A. Regular Meetings – Regular meetings of the SWAC will ordinarily be held at least twice a year. At least 10 days prior notice shall be given for all special meetings, if possible.
- B. Agendas – Agendas shall be prepared by staff and distributed to members at least seven (7) days in advance of any regularly scheduled meeting.
- C. Minutes – Minutes of all meetings shall be prepared and stored by a designated staff member. Minutes shall be distributed to the SWAC membership within three (3) weeks following a meeting. Meeting minutes shall be approved by a majority vote of the membership.
- D. Public Access – All meetings shall be open to the public. Provision shall be made for public comments at each meeting. Approved meeting minutes shall be available to the public upon request.

- D. Quorum –A quorum for the official meetings shall be a minimum of 50% plus one of the appointed membership. A simple majority of the quorum present may take action or make recommendations.
- E. Voting – A simple majority vote of eligible members in attendance shall rule. The Chair will vote only in the case of a tie to cast the deciding vote.
- F. The Chair will conduct the meeting in an orderly way, allowing members of the SWAC to have the first opportunities to speak. Members of the visiting public will have the opportunity to speak when recognized by the Chair.
- G. At the option of the Chair, or by majority vote of the membership, the Chair may conduct all or a portion of any meeting according to the procedures delineated in “Robert’s Rules of Order.”

V. RECOMMENDATIONS

The SWAC shall advise and make recommendations to the County Board of Commissioners on matters within its scope and charge as provided in these SWAC by-laws.

VI. AMENDMENTS

To the extent that such an amendment would not conflict with any Resolution, Ordinance or these by-laws, the by-laws may be amended or repealed, and new by-laws may be adopted, by the majority vote of the entire SWAC.

VII. SAVINGS CLAUSE

Should any portion of these by-laws be declared unconstitutional or otherwise contrary to law, such decision shall not affect the validity of the remaining portions of these by-laws.

SOLID WASTE ADVISORY COMMITTEE (SWAC)

Adams County

Jeffrey W. Stevens
Adams County Commissioner
P. O. Box 454
Othello, WA 99341
Expires: 12/31/2018 (confirmed on a yearly basis
when Board reorganizes)

Public Interest Group

Larry Koch
113 S. Pacific
Ritzville, WA 99169
Expires: 12/31/2017

City of Othello

Corey Everett

Othello, WA 99344
Expires: 12/31/2017
Appointed by Mayor/Confirmed by Board

Private Citizen

Darrel S. Koss
404 N. Low St.
Ritzville, WA 99169
Expires: 12/31/2017

City of Ritzville

Gary Cook
201 W. 10th
Ritzville, WA 99169

Expires: 12/31/2017
Appointed by Mayor/Confirmed by Board

Business and Industry

Layne Iltz (2013 Chairman)
803 N. Division
Ritzville, WA 99169
659-0806 (H)
Expires: 12/31/2018

Town of Lind

Jamie Schmunk
Lind, WA 99341
Expires: 12/31/2017
Appointed by Mayor/Confirmed by Board

Town of Hatton

(not identified in Resolution as member)

Town of Washtucna

Carol Sullivan
Unexpired term of Syd Sullivan
Washtucna, WA 99371
Expires: 12/31/2017
Appointed by Mayor/Confirmed by Board

Waste Management Industry

Mark Wash
Consolidated Disposal Services, Inc.
P. O. Box 1154
Ephrata, WA 98823
Expires: 12/31/2017

Refer to Resolution No. R-6-92 for establishment of terms/see RCW70.95.040
See CP112795 for realignment of terms/appointments
Terms are for three (3) years.

Updated: 01/11/2017



Appendix B. Interlocal Agreements

Executed Interlocal Agreements are not yet available. These will be included once the Cities and Adams County have signed agreements.

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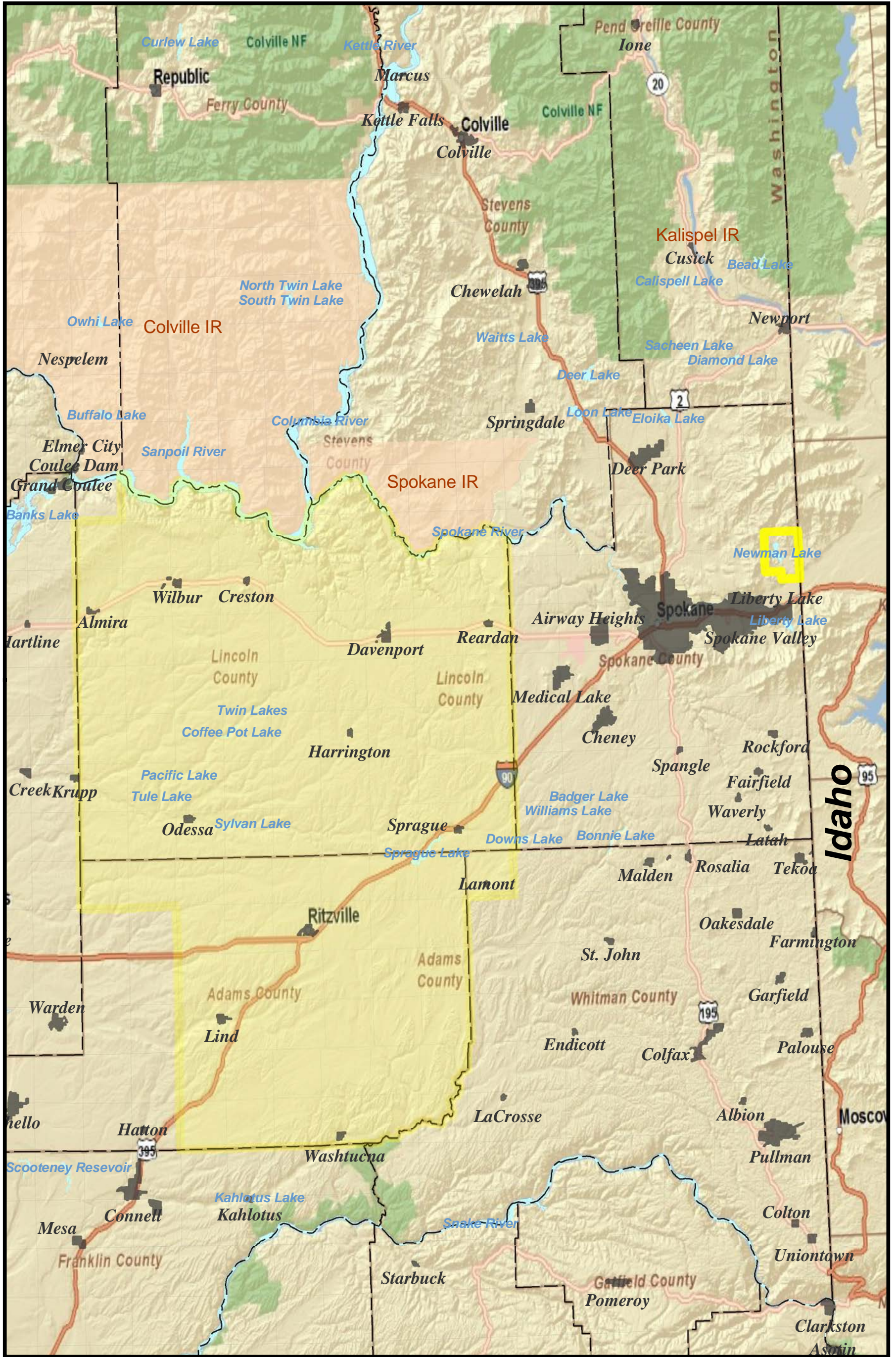
Appendix C. Resolutions of Adoption

Resolutions of Adoption are not yet available.
These will be included once the Cities and
Adams County adopt the final version of the
Adams County Solid Waste and Moderate Risk
Waste Management Plan

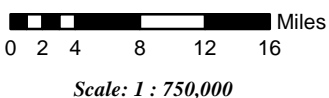
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Appendix D. WUTC Service Area Maps



Idaho



Scale: 1 : 750,000

Legend

- PID174, Solid Waste
- PID210, Garbage
- Cntyline.shp
- Cities_WDOT1q09
- Townships
- Majlakes.shp
- National Park Service
- Military Installations
- Native American Lands

UTILITIES AND TRANSPORTATION COMMISSION
WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY
 October 2009

Ada-Lin Waste Systems, Inc., G-104
d/b/a Sunshine Disposal & Recycling

Application: Docket No. TG-091431 Effective: 10-14-2009

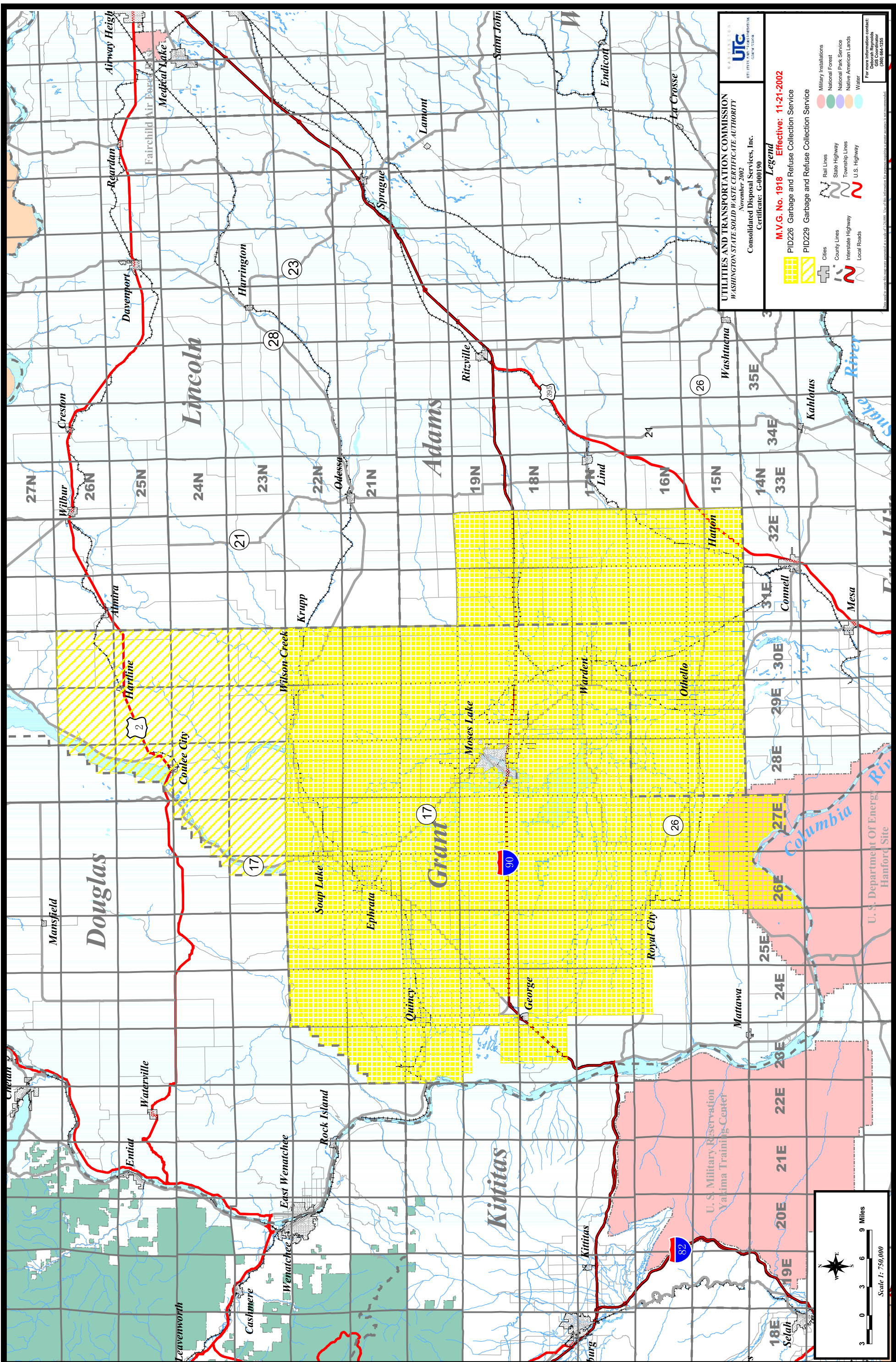
Solid Waste Collection Services

WASHINGTON



UTILITIES AND TRANSPORTATION
COMMISSION

For more information contact:
GIS Staff (360) 664-1248



UTILITIES AND TRANSPORTATION COMMISSION
 WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY

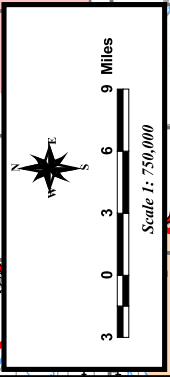
November 2002
 Consolidated Disposal Services, Inc.
 Certificate: C-000190

Legend

M.V.G. No. 1918 Effective: 11-21-2002
 PID226 Garbage and Refuse Collection Service
 PID229 Garbage and Refuse Collection Service

- Military Installations
- National Forest
- National Park Service
- Native American Lands
- Water
- Rail Lines
- State Highway
- Township Lines
- U.S. Highway
- Local Roads
- County Lines
- Interstate Highway
- Local Roads

For more information contact:
 GIS Coordinator
 (509) 664-1295





Appendix E. Adams County and Waste Management of Washington, Inc. Agreements



RESOLUTION NO. R-103-07

**ORDER OF BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON**

IN THE MATTER OF THE AMENDMENT AND RESTATEMENT OF THE ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT DATED FEBRUARY 22, 1994, BETWEEN ADAMS COUNTY, WASHINGTON AND WASTE MANAGEMENT OF WASHINGTON

WHEREAS, on August 8, 1991, Waste Management of Washington ("WMW") submitted an application to the Board of County Commissioners for Adams County (the "Commissioners") for an unclassified use permit to allow for the construction and operation of a regional solid waste landfill on property located in the southeastern part of Adams County (the "Regional Landfill");

WHEREAS, a Draft Environmental Impact Statement for the Landfill was issued by Adams County on March 18, 1992, and a Final Environmental Impact Statement was issued on August 9, 1993, and an Addendum to the County's Final Environmental Impact Statement was also adopted by the Health District. All impact statements were issued in compliance with the requirements of RCW 43.21C and Adams County Code 18.04;

WHEREAS, on February 22, 1994, the Commissioners approved an Unclassified Use Permit ("UUP") for WMW to construct the Regional Landfill and executed a Mitigation Agreement with WMW governing the rights and responsibilities of the County and WMW with respect to the Landfill ("Mitigation Agreement"); and,

WHEREAS, WMW and Adams County entered into a certain Settlement Agreement dated January 6, 1994, as amended by the First Amendment dated July 1, 1999 (collectively, the "Settlement Agreement"), to settle a dispute related to WMW's use of the Adams County Bruce Landfill as a backup facility in WMW's 1990 bid for disposal of the City of Seattle's solid waste at the Columbia Ridge Landfill in Gilliam County, Oregon;

WHEREAS, the Settlement Agreement provides for WMW to pay Adams County \$.125 for every ton of solid waste that is transported from the City of Seattle and disposed of at the Columbia Ridge Landfill and such payments shall continue unless or until WMW elects to permanently abandon plans to site, construct and operate a regional landfill in the County;

WHEREAS, the First Amendment to the Settlement Agreement provides for WMW to pay \$30,000 per year of the total amount owed to the County and to accrue the balance owed under the Settlement Agreement, such balance is to be paid to the County at such time as WMW commences operation of the Regional Landfill in Adams County and provides



that WMW shall not owe the County the accrued balance if WMW elects to abandon any plans to open the Regional Landfill;

WHEREAS, on May 19, 1997, the Adams County Health District, after public review and consultation with the Washington State Department of Ecology, Adams County, and other agencies, issued a "Full Permit for Municipal Solid Waste Landfilling, ("Full Permit") to WMW authorizing construction of the Landfill, with a ten-year term expiring on May 31, 2007;

WHEREAS, Section II.B.2 and 3 of the 1994 Mitigation Agreement required that WMW commence construction of the Landfill within two years of obtaining the Full Permit from the Health District and commence operation of the Landfill within four years of such date;

WHEREAS, Section XXII.K of the 1994 Mitigation Agreement provides that it may be amended in a writing signed by the County and WMW and that the County may amend the 1994 Mitigation Agreement without also requiring an amendment to the Unclassified Use Permit unless the Commissioners determine, in their discretion, that the proposed amendment constitutes a substantial change in a material provision of the Unclassified Use Permit that requires public notice and hearing as provided in Adams County Municipal Code Chapter 17.72;

WHEREAS, on June 28, 1999, the County passed Resolution No. R-60-99 which approved an amendment to the Mitigation Agreement extending the date for commencing construction at the Landfill to May 31, 2007 and the date for commencing operation at the Landfill to May 31, 2009;

WHEREAS, on February 16, 2007, WMW submitted a request for renewal of the Unclassified Use Permit, extension of implementation dates and modification of the Mitigation and Settlement Agreements, asking to extend the date for construction and implementation for an additional ten years (until May 31, 2017 and May 31, 2019, respectively) and submitted a corresponding request to the Health Department to renew the Full Permit for a similar ten-year period;

WHEREAS, on March 28, 2007, the Adams County Technical Advisory Committee ("TAC") sent a letter to WMW requesting additional information to allow the TAC to complete its evaluation and recommendation regarding WMW's request to extend the term of the Unclassified Use Permit;

WHEREAS, on April 6, 2007, WMW submitted additional information to the County;



WHEREAS, on April 27, 2007, WMW submitted a written Unclassified Use Permit/Mitigation Agreement Extension request to the County, asking to extend the dates for commencement of construction for 6 months (until October 31, 2007) to provide additional time for the County and WMW to consider revisions to the Mitigation Agreement to extend the deadlines for construction and operation, noting that the County and WMW have both been diligently pursuing the information and negotiations necessary to consider that extension;

WHEREAS, on May 9, 2007, the Adams County Health Department issued a one-year renewal of the Full Permit, with a condition that requires WMW to obtain and comply with all of the terms of any extension of the Unclassified Use Permit and Mitigation Agreement;

WHEREAS, on May 29, 2007, the County passed Resolution No. R-43-07, which approved (a) a three-month extension of the project implementation schedule in the Unclassified Use Permit; and (b) an amendment to the Mitigation Agreement extending the date for commencing construction at the Landfill to August 31, 2007 to allow the TAC and WMW to continue to negotiate appropriate terms pursuant to which the County could agree to extend the time frame to commence construction and operation of the Regional Landfill;

WHEREAS, on August 27, 2007, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Land until November 30, 2007;

WHEREAS, WMW and the County are interested in amending the Settlement Agreement in order to maintain the option for future construction and operation of the Adams County Regional Landfill, consistent with the provisions of the Settlement Agreement and the Unclassified Use Permit;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow the County to reduce its solid waste disposal costs potentially prior to and even if the Landfill is not constructed;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow for the phased construction of the Landfill, by WMW constructing and the County operating a landfill (the "County Landfill") that is substantially smaller than the Regional Landfill for managing municipal solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of



Adams County, and will apply appropriate mitigation from the Mitigation Agreement to each phase of the Landfill development;

WHEREAS, Adams County Code does not require that an Unclassified Use Permit must have an expiration date;

WHEREAS, WMW is willing to offer certain County solid waste disposal mitigation options prior to construction of the Regional Landfill in consideration for the County's agreement that the Unclassified Use Permit will not lapse even if construction of the Regional Landfill does not commence prior to the dates specified in the Mitigation Agreement, as amended, to address certain terms of the Mitigation Agreement related to County solid waste mitigation;

WHEREAS, WMW and the County agree that certain provisions of the 1994 Mitigation Agreement have either already been satisfied, or are no longer necessary and appropriate to mitigate impacts from the County Landfill or the Regional Landfill, or that certain of the mitigation measures in the Mitigation Agreement should only be required upon construction and operation of the Regional Landfill, as opposed to the smaller County Landfill and, therefore, the parties are desirous of making certain amendments to the Mitigation Agreement to reflect this;

WHEREAS, on November 13, 2007, the County issued a Notice of Adoption and Addendum to the Final Environmental Impact Statement for the proposed actions contained in this Amended and Restated Unclassified Use Permit Mitigation Agreement, finding no probable significant adverse impacts associated with the changes proposed to the Mitigation Agreement and the duration of the unclassified use permit;

WHEREAS, on November 15, 2007 the County published this Notice of Adoption and Addendum to the Final Environmental Impact Statement ("FEIS") and mailed notice to recipients of the FEIS, Adams County municipalities, the Department of Ecology, and agencies with jurisdiction;

WHEREAS, on November 19, 2007, the Adams County Technical Advisory Committee (TAC), comprised of the County Planning designee, the County Public Works Director, and a County Health Department designee, recommended adoption of the Amended and Restated Unclassified Use Permit Mitigation Agreement to the Commissioners;

WHEREAS, on November 13, 2007, November 19, 2007, and November 26, 2007, the Commissioners discussed the proposed revisions to the Mitigation Agreement and provided opportunity for public comment; and



WHEREAS, WMW and the County agree to amend the 1994 Mitigation Agreement consistent with the terms and conditions of this Amended and Restated Mitigation Agreement to eliminate the Unclassified Use Permit expiration provisions, to provide for certain County solid waste mitigation prior to construction of the Regional Landfill, and to allow for the phased construction and operation of a first phase County Landfill if the County and WMW elects to do so, and of the Regional Landfill, if WMW elects to do so.

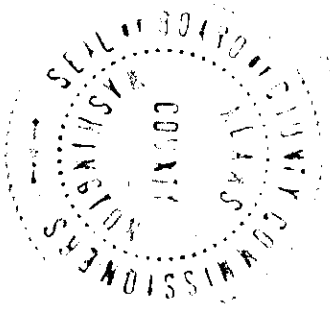
NOW THEREFORE having considered the terms of this Amended and Restated Unclassified Use Permit Mitigation Agreement as a whole, the benefits of providing for certain County solid waste mitigation prior to construction of the Regional Landfill, and the efficiencies in eliminating the Unclassified Use Permit expiration provisions;

NOW THEREFORE BE IT HEREBY RESOLVED that the Adams County Commissioners find that the Amended and Restated Unclassified Use Permit Mitigation Agreement is warranted to make available certain benefits of providing for certain County solid waste mitigation prior to construction of the Regional Landfill, to allow for the phased construction and operation of the Landfill, and to eliminate the Unclassified Use Permit expiration provisions. The Commissioners find that this amendment and restatement of the Mitigation Agreement does not constitute a substantial change in a material provision of the Unclassified Use Permit because (a) allowing phased construction and operation of the Landfill does not change the environmental standards and conditions applicable to the facility; (b) all County and State standards applicable to the Landfill will continue to apply; (c) Adams County's Unclassified Use Permit Ordinance sets no time limits by which construction and operation must commence; (d) the Health Department has issued a one-year renewal of the Full Permit; and, (e) providing solid waste mitigation prior construction of the Regional Landfill is a benefit to Adams County; and,

BE IT FURTHER RESOLVED that the Adams County Commissioners do hereby approve the Amended and Restated Unclassified Use Permit Mitigation Agreement attached to this Resolution as Attachment 1 and authorize the same to be executed, and

BE IT FURTHER RESOLVED that the Adams County Commissioners do hereby agree to amend the Settlement Agreement dated January 6, 1994 and the First Amendment to the Settlement Agreement dated July 1, 1999 as provided for in the Amended and Restated Unclassified Use Permit Mitigation Agreement.

DATED this 26th day of November, 2007.



BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON

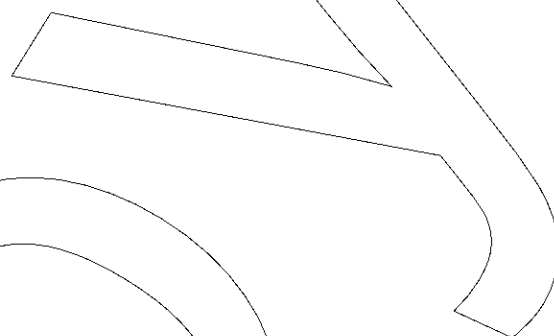
Roger L. Hartwig
Roger L. Hartwig, Chairman

Jeffrey W. Stevens
Jeffrey W. Stevens, Vice-Chairman

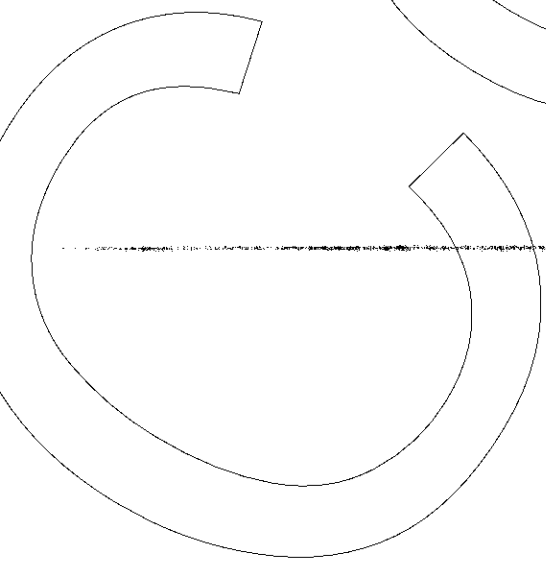
Rody Plager
Rody Plager, Commissioner

ATTEST:

Linda Reimer
Linda Reimer, MMC
Clerk of the Board



COPY





ATTACHMENT 1

**AMENDED AND RESTATED
ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT**

This AMENDED AND RESTATED ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT ("Amended Mitigation Agreement" or "Agreement") is entered into by and between Waste Management of Washington, a Washington corporation ("WMW"), and Adams County, a Washington municipal corporation, ("the County").

RECITALS

WHEREAS, on August 8, 1991 WMW submitted an application to the Board of County Commissioners for Adams County (the "Commissioners") for an unclassified use permit to allow for the construction and operation of a regional solid waste landfill on property located in the southeastern part of Adams County (the "Regional Landfill");

WHEREAS, on February 22, 1994, the Commissioners approved an unclassified use permit for WMW to construct and operate the Regional Landfill and also executed with WMW the *Adams County Unclassified Use Permit Mitigation Agreement* (the "1994 Mitigation Agreement") governing the rights and responsibilities of the County and WMW with respect to the Regional Landfill;

WHEREAS, WMW and Adams County entered into a certain Settlement Agreement dated January 6, 1994, as amended by the First Amendment dated July 1, 1999 (collectively, the "Settlement Agreement"), to settle a dispute related to WMW's use of the Adams County Bruce Landfill as a backup facility in WMW's 1990 bid for disposal of the City of Seattle's solid waste at the Columbia Ridge Landfill in Gilliam County, Oregon;

WHEREAS, the Settlement Agreement provides for WMW to pay Adams County \$.125 for every ton of solid waste that is transported from the City of Seattle and disposed of at the Columbia Ridge Landfill and such payments shall continue unless/until WMW elects to permanently abandon plans to site, construct and operate a regional landfill in the County;

WHEREAS, the First Amendment to the Settlement Agreement provides for WMW to pay \$30,000 per year of the total amount owed to the County and to accrue the balance owed under the Settlement Agreement, such balance is to be paid to the County at such time as WMW commences operation of the Regional Landfill in Adams County and provides that WMW shall not owe the County the accrued balance if WMW elects to abandon any plans to open a Regional Landfill in Adams County;

WHEREAS, Section XXII.K of the 1994 Mitigation Agreement provides that it may be amended in a writing signed by the County and WMW and that the County may amend the 1994 Mitigation Agreement without also requiring an amendment to the Unclassified Use Permit unless the Commissioners determine, in their discretion, that the proposed amendment constitutes a substantial change in a material



provision of the Unclassified Use Permit that requires public notice and hearing as provided in Adams County Municipal Code Chapter 17.72;

WHEREAS, on June 28, 1999, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Landfill until May 31, 2007, and the deadline for commencing operation of the Regional Landfill until May 31, 2009;

WHEREAS, on May 29, 2007, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Landfill until August 31, 2007;

WHEREAS, on August 27, 2007, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Landfill until November 30, 2007;

WHEREAS, WMW and the County are interested in amending the Settlement Agreement in order to maintain the option for future construction and operation of the Adams County Regional Landfill, consistent with the provisions of the Unclassified Use Permit;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow the County to reduce its solid waste disposal costs potentially prior to and even if the Landfill is not constructed;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow for the phased construction of the Landfill, by WMW constructing and the County operating a landfill (the "County Landfill") that is substantially smaller than the Regional Landfill for managing municipal solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of Adams County, and will apply appropriate mitigation from the Mitigation Agreement to each phase of the Landfill development;

WHEREAS, Adams County Code does not require that an Unclassified Use Permit must have an expiration date;

WHEREAS, WMW is willing to offer certain County solid waste disposal mitigation options prior to construction of the Regional Landfill in consideration for the County's agreement that the Unclassified Use Permit will not lapse even if construction of the Regional Landfill does not commence prior to the dates specified in the Mitigation Agreement, as amended, to address certain terms of the Mitigation Agreement related to County solid waste mitigation;

WHEREAS, WMW and the County agree that certain provisions of the Mitigation Agreement have either already been satisfied, or are no longer necessary and appropriate to mitigate impacts from the County Landfill or the Regional Landfill, or that certain of the mitigation measures in the Mitigation



Agreement should only be required upon construction and operation of the Regional Landfill, as opposed to the smaller County Landfill and, therefore, the parties are desirous of making certain amendments to the Mitigation Agreement to reflect this;

WHEREAS, on November 13, 2007, the County issued a Notice of Adoption and Addendum to the Final Environmental Impact Statement for the proposed actions contained in this Amended and Restated Unclassified Use Permit Mitigation Agreement; and

WHEREAS, WMW and the County agree to amend the Mitigation Agreement consistent with the terms and conditions of this Amended Mitigation Agreement to eliminate the Unclassified Use Permit expiration provisions, to provide for certain County solid waste mitigation prior to construction of the Regional Landfill, and to allow for the phased construction and operation of a first phase County Landfill if the County and WMW elects to do so, and of the Regional Landfill, if WMW elects to do so.

NOW THEREFORE, ADAMS COUNTY AND WASTE MANAGEMENT OF WASHINGTON AGREE AS FOLLOWS:

I. ESTABLISHMENT OF TECHNICAL ADVISORY COMMITTEE

- A. Purpose and Establishment - The Parties have established a Technical Advisory Committee ("TAC") that is the review and advisory body making recommendations to the Board of County Commissioners ("Commissioners") also sitting as the Adams County Health Department ("Health Department") regarding compliance with the terms of this Amended Mitigation Agreement. In each case in this Agreement where information is to be submitted to or approvals are required from the Health Department, the Commissioners may, in their sole discretion, submit the information to the TAC for its review and recommendation before taking action.
- B. Membership - The TAC shall consist of the following members:
 1. Adams County Planning Director or designee;
 2. Adams County Public Works Director or designee; and
 3. Director of Adams County Health Department or designee.
- C. Jurisdiction of Commissioners or Board - The Health Department has jurisdiction over many subjects in this Amended Mitigation Agreement pursuant to RCW 70.95, WAC 173-304 and WAC 173-351 as they now exist or may be later amended. However, pursuant to the State Environmental Policy Act, the County has determined and it is agreed that the Commissioners also should have a decisionmaking role in those areas of Landfill construction, operation and closure where necessary to assure satisfactory accomplishment of mitigation deemed necessary pursuant to the EIS review completed for this project and pursuant to the Commissioners' unclassified use permit authority. The



standards for a decision by the Health Department shall be those set forth in this Agreement and any applicable law or regulation. The TAC shall review and make a recommendation to the Commissioners (also sitting as the Health Department) on the following matters:

1. The wildlife enhancement plan described in Section IX.I of this Agreement;
2. Placement and number of traps and host plants for monitoring of potential pest transmission as described in Section X.M of this Agreement;
3. Contingency plan for agricultural product disparagement issues as described in Section XIV.C of this Agreement;
4. Construction Quality Assurance/Quality Control described in Section VIII.A below;
5. Special waste plan required by Section VII below;
6. Closure and post closure plans required by Section VIII.D below, including without limitation any request to shorten the 30 year post closure monitoring period;
7. Groundwater monitoring plan and design;
8. The results of the groundwater monitoring conducted as required by Section VIII.E below; and
9. Other requirements of WAC 173-304 and WAC 173-351 as they now exist or may later be amended that are not specifically addressed in this Section.

II. SOLID WASTE DISPOSAL OFFER

A. Pursuant to the terms of this Agreement, WMW agrees to offer to provide free solid waste disposal at Waste Management Disposal Services of Oregon, Inc.'s Columbia Ridge facility ("Columbia Ridge"), or another mutually agreeable landfill facility owned and/or operated by a subsidiary of Waste Management, Inc. ("WMI"), for Authorized Waste Materials (the "Columbia Ridge Disposal Offer") after the expiration of the County's current solid waste disposal contract on June 30, 2011. Provided, however, if necessary to comply with the State's procurement laws, any of the WMW obligations in this Agreement related to this solid waste disposal offer, the construction and operation of the County Landfill or the Regional Landfill shall be interpreted to require WMW to offer and continue to offer the obligations and terms specified in this Agreement in response to any County solid waste procurement for the services and facilities specified in this Agreement.

1. Authorized Waste Materials eligible for free disposal are:
 - a. Household wastes and commercial solid wastes, as defined in WAC 173-351-100, generated in Adams County;



- b. Household wastes and commercial solid wastes, as defined in WAC 173-351-100, generated outside of Adams County that are approved in advanced by WMW in writing for disposal at the County Landfill;
 - c. WMW hereby approves for disposal household and commercial solid wastes received by the County pursuant to the Interlocal Agreement for Solid Waste Services dated May 16, 2005 between Lincoln County, Washington and Adams County, Washington;
 - d. Incidental quantities of Special Wastes, as defined below, generated within Adams County that are received at transfer stations owned and/or operated by Adams County or a municipality within Adams County; and
 - e. Larger quantities of Special Wastes from commercial, industrial, construction, or environmental cleanups with the prior written agreement of the Parties, including agreement as to quantities, types, disposal rates, and, if agreed, payment of a fee to WMW.
2. WMW and the County agree that the maximum annual amount of Authorized Solid Wastes shall not exceed 20,000 tons per calendar year. If, in the future, the County's Authorized Waste Materials stream described in (1) above approaches 20,000 tons per calendar year, the Parties also agree to amend the 20,000-ton annual limit to reasonably reflect the County's projected waste stream.

B. Unclassified Use Permit Lapse - The Unclassified Use Permit that is the subject of this Agreement shall not expire as previously provided in the 1994 Mitigation Agreement Section II.C.1 provided that WMW has not notified the County in writing of its intent to abandon its right to construct and/or operate the Regional Landfill pursuant to Subsection E.

- 1. If WMW elects, in its sole discretion, to abandon its right to construct and operate the Regional Landfill prior to beginning construction of the County Landfill or the Regional Landfill, the Unclassified Use Permit shall expire on the date of WMW's notice to the County.
- 2. If WMW elects, in its sole discretion, to abandon its right to construct and/or operate the Regional Landfill during construction, after construction, or during operation of the County Landfill, the Unclassified Use Permit shall expire for the Regional Landfill phase of the Landfill project on the date of WMW's notice to the County and shall only remain valid for the County Landfill phase.
- 3. If WMW elects, in its sole discretion, to abandon its right to operate the Regional Landfill after construction of the Regional Landfill, the Unclassified Use Permit shall continue solely for the purpose of performing any and all required closure and post-closure activities and shall expire, as of the date of WMW's notice to the County, for any and all purposes related to reopening or operating the Regional Landfill.



C. Health Department Operating Permit.

1. WMW and the Operator must comply with the terms of the Solid Waste Facility Handling Permit (the "Operating Permit") issued by the County Health Department and renew as required pursuant to WAC 173-351.
2. The County Health Department will not charge any Operating Permit fees until or unless WMW constructs either the County or the Regional Landfill facility.

D. Settlement Agreement Payment Due Adams County.

1. Commencing January 1, 2008 and concluding June 30, 2011, WMW will pay to the County the sum of Sixty Thousand Dollars (\$60,000) per year, payable in monthly installments of Five Thousand Dollars (\$5,000) per month, within fifteen (15) days after the end of each month.
2. Commencing July 1, 2011, WMW will pay to the County the sum of Thirty Thousand Dollars (\$30,000) per year, payable in monthly installments of Two Thousand Five Hundred Dollars (\$2,500) per month, within fifteen (15) days after the end of each month. WMW shall continue paying the County the sum of Thirty Thousand Dollars (\$30,000) per year unless and until WMW notifies the County in writing that WMW has elected to abandon its right to construct and operate the Regional Landfill or WMW stops receiving solid waste at and commences closure of the Regional Landfill.
3. Accrued Funds.
 - a. WMW entered into a certain Settlement Agreement dated January 6, 1994, as amended by the First Amendment dated July 1, 1999 (collectively, the "Settlement Agreement") with Adams County. Paragraph 1(b) of the Settlement Agreement provides that commencing July 1, 1999, WMW will calculate the monthly tonnage of solid waste transported from the City of Seattle and disposed of at Columbia Ridge and multiply each such ton by twelve and one-half cents (\$.125). This amount less the monthly payments made by WMW shall be the "Accrued Funds" owed by WMW to Adams County. Similarly, WMW shall continue to calculate the accrued funds for the period between January 1, 2008 and June 30, 2011 pursuant to the payment requirements of this section and add that amount (less all monthly payments) to the accrued fund balance owing on January 1, 2008.
 - b. On July 1, 2011, WMW agrees to pay the total Accrued Funds owed to the County as of June 30, 2011 in one-lump sum (the "Accrued Funds Payment").
 - c. WMW's obligation to accrue funds (the difference between the monthly payment required under Subsection D.1 and the total amount owed for the City of Seattle solid waste stream) shall cease on July 1, 2011, and WMW shall only be obligated to pay the amount specified in Subsection D.2 above.



- 4. The payment obligations contained within Section II.D of this Agreement supersede and replace the obligations outlined in the Settlement Agreement and the First Amendment to the Settlement Agreement.

E. Termination

- 1. The Columbia Ridge Disposal Offer described in Subsection A, above, shall continue unless and until WMW notifies the County in writing that WMW has elected to abandon its right to construct the Regional Landfill, or WMW has constructed the County Landfill or Regional Landfill and such Landfill has begun accepting Authorized Solid Waste for disposal. If WMW notifies the County that it elects to abandon its right to construct and operate the Regional Landfill, WMW shall continue to provide free solid waste disposal as described above for a period of TWO (2) years commencing from the date of notice of its intent to abandon its right to construct and operate the Regional Landfill.
- 2. Upon mutual agreement of WMW and the County, the Parties may proceed with the construction and operation of the County Landfill pursuant to the terms described below. If the Parties elect to construct and operate the County Landfill or if WMW elects to construct and operate the Regional Landfill, WMW's obligation to provide free solid waste disposal as described in Subsection A shall be deemed satisfied as of the date operation commences at the County Landfill or Regional Landfill.

III. DESCRIPTION OF APPROVED LANDFILL

- A. Project Approved – Pursuant to the terms of this Agreement, the Commissioners grant an unclassified use permit for the construction and operation of a non-hazardous solid waste landfill (the "Landfill"), subject to all of the conditions contained in this Amended Agreement. Disposal of solid wastes at the Landfill would involve the disposal of Authorized Solid Wastes as further defined in Sections VI and VII below in a series of lined modules, in accordance with state and federal laws and any and all requirements contained in this Agreement.
 - 1. The Landfill will be constructed and operated in substantial conformance with Alternative 2 as shown on the conceptual site plan attached and incorporated by reference as Exhibit A.
 - 2. Design, construction, operation, closure and post-closure of the Landfill must be in conformance with all of the applicable requirements of RCRA Subtitle D, 40 CFR 258 ("Subtitle D"), Washington Criteria for Municipal Solid Waste Landfills, WAC 173-351 and applicable provisions of the Washington Minimal Functional Standards, WAC 173-304 ("MFS"), as well as any more stringent conditions of this Amended Mitigation Agreement.



- 3. Total disposal capacity of the Landfill shall not exceed 90 million tons of Authorized Solid Waste. The maximum annual amount of Authorized Solid Waste for disposal at the Landfill shall be as described in Subsection III.C.5 for the County Landfill and as described in Subsection III.D.3 for the Regional Landfill.
- 4. Final closure of the Landfill must comply with all the closure and post-closure requirements in Section XI below.

B. Phased Approach – The Parties have agreed it may be beneficial to develop, construct, and operate the Landfill in a phased approach, as described in this Agreement. Provided, however, if necessary to comply with the State’s solid waste procurement laws, any of the WMW obligations in this Agreement related to construction and operation of the County Landfill or the Regional Landfill shall be interpreted to require WMW to offer and continue to offer the obligations and terms specified in this Agreement in response to any County solid waste procurement for the services and facilities specified in this Agreement:

- 1. For the first phase, upon mutual agreement of the Parties, WMW will construct, or offer to construct and the County will operate, or will be offered the opportunity to operate, pursuant to an Operating Agreement, including, but not limited to, provisions reasonably negotiated to achieve the bullet points outlined in Exhibit B, a substantially smaller landfill for managing municipal solid waste, other solid waste materials generated within Adams County, and certain limited quantities of solid waste generated outside of Adams County, the County Landfill, subject to the terms and conditions of this Amended Mitigation Agreement; and
- 2. For the second phase, but only if WMW elects in its sole discretion to proceed with the second phase, WMW will construct and operate a larger regional landfill for municipal solid waste in the Pacific Northwest and elsewhere, the Regional Landfill, as approved in 1994 by the Commissioners, subject to terms and conditions of this Amended Mitigation Agreement.

References in this Amended Mitigation Agreement to the “Landfill”, without specifying the County Landfill or the Regional Landfill, shall mean both the County and the Regional Landfill. References in this Amended Mitigation Agreement to the “Operator” shall mean the County for the County Landfill and WMW for the Regional Landfill.

C. Phase One: County Landfill.

- 1. WMW shall be responsible for, or offer to be responsible for, construction of the County Landfill, including additional cells and necessary improvements, and shall provide, or offer to provide, to the County certain heavy equipment, as specified in Exhibit B, for the County to operate the County Landfill. This obligation shall continue unless and until WMW notifies the County in writing at least 90 days in advance that WMW has elected to abandon its right to construct the Regional Landfill. If WMW notifies the County of its decision to abandon its right to construct



the Regional Landfill, WMW shall provide a minimum of two (2) years disposal capacity, either in a cell at the County Landfill, or at an alternative WMW landfill location, as described in Subsection E.2 below. The County Landfill shall be constructed and operated in the area depicted on Exhibit C (attached hereto) as the "County Landfill Area," together with such additional area that is necessary for stormwater detention and leachate collection for operation of the County Landfill. This area may be amended by the Parties from time-to-time.

2. Consistent with the terms of WMW's obligations in Subsection 1 above, the County shall be the Operator of the County Landfill and shall operate, close, and maintain after closure the County Landfill in accordance with this Amended Mitigation Agreement, and all applicable laws, regulations, ordinances, permits, and other legal requirements applicable to the County Landfill. The County's right to operate the County Landfill shall continue unless and until WMW elects, pursuant to written notification 90 days in advance, to operate the Regional Landfill.
3. The Operator shall be responsible for all costs associated with operation and maintenance of the County Landfill and for maintenance of the initial equipment as well as the eventual equipment replacement, in accordance with this Amended Mitigation Agreement and an Operating Agreement, including, but not limited to, provisions reasonably negotiated to achieve the bullet points outlined in Exhibit B.
4. The Operator shall operate the County Landfill for the benefit of the residents, businesses, and municipalities of Adams County and shall only accept for disposal the Authorized Waste Materials defined in Section III.A.1.
5. WMW and the County agree that the maximum annual amount of Authorized Solid Waste disposed of at the County Landfill shall not exceed 30,000 tons per calendar year. If, in the future, the County's waste stream approaches 30,000 tons per calendar year, the Parties also agree to amend the 30,000-ton annual limit to reasonably reflect the County's projected waste stream.
6. The Parties agree to execute an Operating Agreement, including, but not limited to, provisions reasonably negotiated to achieve the bullet points outlined in Exhibit B, which shall govern the operation of the County Landfill, within SIX (6) months of mutually agreeing to construct and operate the County Landfill.

D. Phase Two: Regional Landfill.

1. At any time, WMW may elect to notify the County that WMW intends to proceed with the implementation of the second phase of the Landfill. If the County is operating the County Landfill and unless otherwise agreed in writing by the Parties, WMW shall provide the County with at least NINETY (90) days advance written notice of the date (the "Transition Date") when WMW shall assume responsibility for the operation of the Regional Landfill.



2. After the Transition Date, WMW shall be the Operator of the Regional Landfill and shall construct, operate, close, and maintain after closure the Regional Landfill in accordance with this Amended Mitigation Agreement and all applicable laws, regulations, ordinances, permits, and other legal requirements applicable to the Regional Landfill.
3. The maximum annual amount of Authorized Solid Waste for disposal at the Regional Landfill will be an average of 4,000 tons/day, six days per week. As part of its Operating Permit application, WMW shall prepare a contingency plan as further described in Section X.C below to address contingency situations described in that section, including any potential impacts or mitigation necessary to address the potential situation where the Authorized Solid Waste disposed of at the Regional Landfill in any 24 hour period might be in excess of the annual average 4,000 tons per day allowed by this section. Whenever the average annual amount of Authorized Solid Waste proposed for disposal exceeds 4,000 tons per day, the County shall conduct additional environmental review addressing the impacts of the disposal in excess of an annual average of 4,000 tons per day. This review must be completed and any additional conditions imposed before the excess may be disposed of in the Regional Landfill. The TAC shall study the additional environmental review and make recommendation(s) to the Commissioners as to whether the change requires any additional mitigation measures and/or an amendment to the Unclassified Use Permit. Any required amendment to the Unclassified Use Permit shall comply with the following notice and public hearing requirements: (1) the Adams County Planning Commission shall review the proposed amendment to the Unclassified Use Permit and submit its recommendation to the Commissioners; (2) the review by the Planning Commission shall include a public hearing; (3) notice of the public hearing shall be mailed to all owners of real property, as shown in the records of the County Assessor, located within three hundred feet of any portion of the Landfill site, or to all owners of real property within 300 feet of any adjacent parcel owned by WMW, whichever is greater; (4) notice shall be sent at least ten days prior to the scheduled public hearing and published not less than ten days prior to the hearing in a newspaper of general circulation within the County and a newspaper of general circulation within the Landfill site area; (5) all hearing notices shall include a description of the Landfill site; (6) the Commissioners shall consider the Planning Commission's recommendation and either approve, approve with conditions, or deny the proposed amendment to the UUP; and (7) the Commissioners may, at their discretion, hold an additional public hearing prior to making a final decision, provided public notice of the hearing is provided as described above.

E. Termination.

1. Abandonment of the County Landfill. At any time during operation of the County Landfill, the County may elect to notify WMW that the County intends to abandon



its operation of the County Landfill, provided the County provides WMW at least NINETY (90) days written notice of its intent to abandon. Prior to abandonment, the County will close the County Landfill in compliance with Section XI. If the County elects to abandon the County Landfill before WMW is ready to construct and operate the Regional Landfill, the Unclassified Use Permit will not lapse.

2. Abandonment of the Regional Landfill. At any time during operation of the County Landfill or after closure of the County Landfill, WMW may elect to abandon its plans to proceed with the construction and operation of the Regional Landfill, provided that, during operation of the County Landfill, WMW must provide or construct sufficient landfill capacity at the County Landfill to ensure at least TWO (2) years disposal capacity from the date of its notice of its intent to abandon the Regional Landfill or must guarantee the County TWO (2) years of free waste transfer and disposal at another WMW landfill. Within THREE (3) months after WMW's notice to the County of its intent to abandon the Regional Landfill, WMW shall assign all of WMW's rights, duties, and obligations under this Amended Mitigation Agreement to the County, and the County shall agree to the assignment of those provisions of this Agreement that are relevant to the County Landfill. In addition, WMW shall transfer to the County its ownership of the real property comprising the County Landfill Area plus enough adjacent real property to provide at least 30 years of County solid waste disposal for the price of ONE (1) dollar. In conjunction with this transfer of real property, WMW shall encumber a ONE THOUSAND (1,000) foot buffer property to prohibit any future inconsistent uses.

F. Ceasing Landfill Operations. If the Operator ceases operations at the Landfill for greater than 1 year, (i.e., no Authorized Solid Waste is disposed of at the Landfill during that period), unless due to uncontrollable circumstances as described in Section XX.E below, the Operator must initiate the closure requirements of Section XI below as also required by WAC 173-351.

G. Subsequent Review of Project Impacts and Imposition of Additional Conditions: Application of New Regulations. Any time that changes in the state and federal laws and regulations applicable to landfill construction or operations become effective, the new laws and regulations shall apply to the Landfill. The new laws and regulations shall apply to both construction of the Landfill and to operations of the Landfill through the Operating Permit. This includes, but is not limited to, any new state or federal laws or regulations that may be adopted in the future requiring the local government to impose a fee, tax, or other charge on the solid waste facility and/or its operations. Nothing in this section shall be interpreted to be a waiver by WMW of its right to challenge the constitutionality or applicability of any such law requiring a fee, tax or charge.

IV. DESCRIPTION OF ASSOCIATED REGIONAL LANDFILL USES

A. Recycling Component



1. If WMW elects to construct and operate the Regional Landfill, WMW voluntarily agrees to pay annually to Adams County a recycling grant in the amount of TWENTY THOUSAND DOLLARS (\$20,000).
2. To meet the state priority for landfilling source-separated waste over MSW, Authorized Solid Waste brought to the Regional Landfill pursuant to a contract between WMW and a municipal jurisdiction must be subject to approved local solid waste management and moderate-risk waste management plans, and an acceptable waste reduction and recycling (WR/R) element.
3. At a minimum, private Authorized Solid Waste generators not part of a municipal contract subject to the provisions of Subsection A.2 above must be from jurisdictions that have an approved solid waste plan that includes the private generator's waste stream or from a jurisdiction that otherwise meets the requirements of RCW 70.95.
4. For any Authorized Solid Waste stream from outside the State of Washington, the Department of Ecology shall verify that the Authorized Solid Waste stream meets the requirements of RCW 70.95.217 and .218 prior to that Authorized Solid Waste stream being disposed of at the Regional Landfill. Provided that, in the absence of any such determination by the Department of Ecology, Adams County shall make such verification. The private generator must be operating consistent with the requirements of the applicable solid waste plan.

B. Pilot Composting Program

1. WMW may establish a pilot composting program at the Regional Landfill which is designed to test the feasibility of composting the organic portion of the Authorized Solid Waste stream for potential use as a soil enhancement. The compost material produced would be added to a soil enhancement area and the results evaluated to determine the effectiveness of the compost, and the need for continuation of the pilot program. If WMW establishes a pilot composting program, WMW may set up the pilot composting program with sufficient funds to educate potential consumers of the compost. WMW will use independent agencies to evaluate the acceptability of the soil enhancement.
2. WMW may divert a portion of the Authorized Solid Waste stream to the pilot composting project for a sufficient period of time to allow a reasonable opportunity to test alternatives. If WMW establishes a pilot composting program, WMW shall develop an acceptable program in consultation with the Washington State University Extension Service with input from TAC.

C. Railroad Unloading Facility (RUF). If WMW elects to operate the Regional Landfill, the following requirements shall apply:



1. The Unclassified Use Permit allows construction of a railroad unloading facility ("RUF") adjacent to the Union Pacific Railroad alignment north of Hooper junction to allow unloading of containers of Authorized Solid Waste from service areas utilizing a containerized shipment system.
2. The RUF will be designed and constructed to comply with Subtitle D, WAC 173-351 and WAC 173-304 and to allow flexibility in delivery schedules and equipment utilization.
3. Stormwater and other relevant construction requirements of Section IX also apply to construction of the RUF.
4. To accommodate 24 hour delivery of the Authorized Solid Waste, Authorized Solid Waste containers delivered after disposal operating hours will be stored in a secure area until the operations commence. In no event shall storage of full containers be allowed at the RUF in excess of 72 hours.
5. The RUF entrance either will be locked or attended by WMW personnel at all times. WMW personnel will be present at any time Authorized Solid Waste is being loaded or unloaded and during all operating hours.
6. RUF construction activity shall not be located within 200 feet from a shoreline as defined by the Adams County Shoreline Master Program.

V. REQUIRED PERMITS

- A. WMW or the Operator, as applicable, must obtain all required permits, including but not limited to those for construction and operation of the Landfill, accessory uses and buildings, recycling and composting facilities, transfer stations and the RUF, and those required, for any off-site improvements including but not limited to roads and rail lines.
- B. If Adams County staff is required to participate in review of or WMW's obtaining required permits for the Regional Landfill, including any renewals, or if the County is required to hire consultants to complete this permit review, WMW will reimburse the County for the cost of this staff and consultant's time pursuant to Ordinance No. 0-2-90, as amended. The County shall bear its own costs if Adams County staff is required to participate in review of or WMW's obtaining required permits for the County Landfill, including any renewals, or if the County is required to hire consultants to complete this permit review. WMW and the County will make commercially reasonable efforts to jointly select consultants to decrease costs incurred to complete permit review.

VI. UNACCEPTABLE OR HAZARDOUS WASTE

- A. The Landfill is permitted to accept only those solid wastes allowed in WAC 173-351 subject to the limitations of Section VI of this Agreement and the solid wastes as further defined in Section VII below, ("Authorized Solid Waste"). Except as limited herein (e.g.,



tonnage limitations, out-of-county waste, etc.), the Landfill is expressly permitted to accept Authorized Solid Waste from all sources, including, but not limited to, industries, Indian tribes and Local, State or Federal Governments, whether or not the Authorized Solid Waste is generated from inside or outside of the state of Washington.

- B. WMW and the Operator are prohibited from knowingly accepting or disposing of:
 - 1. Hazardous or "dangerous" wastes as defined in WAC 173-303, "hazardous wastes" as defined under RCRA Subtitle C and any household hazardous waste or other moderate risk waste that has been separated from the solid waste stream and separately collected.
 - 2. Municipal solid waste incinerator ash.
 - 3. Any solid waste that contains radioactive material regardless of whether the waste meets regulatory thresholds for disposal as a low-level radioactive waste pursuant to the low-level Radioactive Waste Policy Amendments Act of 1985, Public Law 99-240, provided that nuclear medicine waste material decayed below background levels in accordance with existing practice may be accepted as allowed by state solid waste regulations.

- C. Neither WMW nor the Operator shall own or construct a facility on this property or any other property acquired adjacent to this property for
 - 1. long-term storage or treatment of hazardous or dangerous wastes
 - 2. disposal of hazardous or dangerous wastes

- D. WMW will establish a procedure for preventing disposal of unacceptable and/or hazardous or dangerous waste that it receives at the Landfill and for proper handling and proper disposal of those wastes elsewhere at a properly permitted facility. This handling procedure must, at a minimum, comply with the requirements of applicable state and federal law, including WAC 173-351 and be reviewed and approved by the Health Department prior to starting construction of the Landfill. The procedure may include such methods as:
 - 1. Random inspection of loads;
 - 2. Viewing the contents prior to actual disposal of waste;
 - 3. Use of material data forms and possibly test results of wastes from industrial generators where required prior to acceptance of the waste.

- E. The Operator shall refuse the disposal of waste deemed unacceptable and/or hazardous or dangerous by either returning it to the source or disposing of it in accordance with law at a permitted facility. Until the unacceptable, hazardous or dangerous waste is returned or disposed of properly, the Operator shall store any unacceptable, hazardous or



dangerous waste in compliance with applicable generator requirements in accordance with WAC 173-303 and shall remain accountable for unacceptable, hazardous or dangerous wastes.

VII. SPECIAL WASTES

- A. WMW shall prepare, with assistance from the Operator, a comprehensive Special Waste Management Plan in compliance with the Adams County Solid Waste Management Plan, 2003 Update, similar in form and substance to the special waste management plan prepared for the Columbia Ridge Landfill in Gilliam County, Oregon. The procedures for handling special waste must, at a minimum, comply with applicable provisions of WAC 173-351, as well as any other relevant provisions of this Agreement. The contents of the special waste plan must be approved by the Health Department prior to starting construction of the Landfill.

- B. The Special Waste Plan shall include procedures for handling the following special wastes, but shall not allow their disposal in the Landfill:
 - 1. waste oil;
 - 2. lead acid batteries, which shall further comply with the requirements of RCW 70.95.610 et seq.;
 - 3. white goods, including a plan for recovery of CFC.

- C. The Special Waste Plan shall include procedures for handling and disposal in the landfill of the following special wastes:
 - 1. contaminated soils that are not hazardous;
 - 2. sludges and septage, including but not limited to mixtures of solid waste and sludge or septage;
 - 3. tires;
 - 4. household hazardous waste and moderate risk waste that have not been separated from the solid waste stream;
 - 5. chemical containers;
 - 6. agricultural crop waste;
 - 7. construction, demolition and land clearing waste;
 - 8. asbestos;
 - 9. medical and infectious waste;

10. other materials identified in the Special Waste Plan that are difficult to manage because they may present personnel safety hazards, create odor and vector problems, generate excessive leachate, lead to excessive settlement, puncture or tear the landfill liner, pose a fire hazard or increase potential toxicity of landfill leachate.
- D. Documentation of waste characteristics shall be kept by the Operator on all special waste and include the results of waste testing when required.
 - E. In the event of a change in federal or state law to allow disposal of waste not previously allowed, or to raise threshold limits, thereby allowing a greater concentration of what was previously an unacceptable waste or a special waste stream to be landfilled, (a "Reclassified Waste"), and if the Operator is considering accepting such waste, then the Operator must obtain WMW's and the Health Department's approval of the Operator's plan for receipt of the Reclassified Waste. The Health Department can condition the method of handling and disposal of any Reclassified Waste or prohibit the disposal of a Reclassified Waste if done according to applicable law.

VIII. QUALITY CONTROL AND MONITORING

- A. Construction Plan/QAQC
 1. WMW must submit a Quality Assurance/Quality Control ("QAQC") plan for construction required by WAC 173-351 to the Health Department for approval prior to starting construction of the Landfill. This plan shall be similar in form and content to the QAQC plan prepared for the Columbia Ridge Landfill in Gilliam County, Oregon.
 2. WMW is responsible for hiring the QAQC personnel. The Health Department, operating through the TAC, has the right to monitor and inspect the QAQC program. For QAQC related to the construction of the Regional Landfill only, WMW will reimburse the County's costs pursuant to Ordinance No. 0-2-90, as amended, and the Health Department's costs pursuant to applicable Health Department ordinances or by separate agreement with the Health Department. For QAQC related to the construction of the County Landfill, the County shall bear its own costs if Adams County staff is required to monitor or inspect the QAQC program.
- B. Cultural Resources Plan
 1. As part of the construction plan, WMW will develop a cultural resources preservation plan to responsibly manage all cultural and historic resources located at the facility throughout the life of the project. The plan will be negotiated with Adams County in consultation with other interested parties including Native American groups, if their resources are affected.



2. The plan will include, at a minimum, the requirement that if any cultural artifacts are encountered during any construction or landfill activity, all operations and/or construction shall immediately cease in the vicinity of where the artifacts were discovered, proper authorities shall be notified, and no further construction or operation shall occur in the location where the artifacts were discovered except pursuant to an approved cultural resources preservation plan.
- C. Operations Plan. WMW must develop, in cooperation with the Operator, and submit to the Health Department for review and approval prior to WMW commencing construction, a plan of operation in conformance with the requirements of WAC 173-351, as well as any other relevant conditions of this Agreement. Such plan will describe the facility's operation and be used by operating personnel for safety and emergency actions.
- D. Closure and Post Closure Plan
1. WMW must submit to the Health Department for approval, prior to commencing construction of the Landfill, a closure and post closure plan that meets the requirements of WAC 173-351.
 2. The Operator of the Landfill shall provide financial assurance consistent with WAC 173-351-600, including establishment of a financial assurance mechanism that meets the requirements of WAC 173-351-600(5).
- E. Recordkeeping
1. WMW (for construction-related activities) and the Operator (for operation-related activities) shall keep records of construction, operation, maintenance, testing, sampling, monitoring, closure and post-closure, including all raw data sheets, in a form acceptable to the Health Department and required for the Health Department under WAC 173-351, including the information listed below. The following information shall be included:
 - a. Records of permits;
 - b. Inspection records, training procedures and notification procedures as required in WAC 173-351;
 - c. Procedures for excluding hazardous waste, dangerous waste and unacceptable waste, for proper handling of special waste and inspection documents associated with the plan of operation;
 - d. Gas monitoring results and remediation plans required by WAC 173-351;
 - e. Any information, testing, monitoring, etc. required by groundwater monitoring and corrective action under WAC 173-351;
 - f. Major deviations from the plan of operation required in Subtitle D and MFS;



- g. Daily records of weights of solid waste, types of waste and sources of waste received at the facility;
 - h. Climatic records;
 - i. Surface water monitoring records;
 - j. Records of agency or citizen complaints and the Operator's response; and
 - k. Posted disposal fees.
2. WMW (for construction-related activities) and the Operator (for operation-related activities) must notify the Health Department and the County when any new documents required under Section VIII.E, the recordkeeping section, have been added to the operating record.
 3. All records, including raw data sheets, must be made available to the Health Department or the County on request at all reasonable times for inspection by the Health Department, the County or their agents, in accordance with Subsection G.1.
 4. The Operator shall make annual reports to the Health Department and the Commissioners including the following information on operating activities, as required by WAC 173-351, for the previous year:
 - a. Summary of operations, including solid waste volumes
 - b. Permit status
 - c. Facility capacity information
 - d. Ground-water and surface water monitoring results
 - e. Gas monitoring results
 - f. Any complaints by agencies or members of the public and the Operator's response, including, but not limited to, any lawsuits and administrative actions involving the Landfill
 - g. Nothing in this section shall prohibit the TAC from requesting some or all of this information on a more frequent basis if reasonably deemed necessary to adequately monitor the Landfill operations.

F. Monitoring

1. Monitoring of Landfill construction and operations, final cover, groundwater and landfill gas generation will be conducted as required by Sections IX, X, and XI of this Agreement and by relevant sections of WAC 173-351 as now exist or as may be later amended.
2. WMW shall submit monitoring plans required by WAC 173-351 to the Health Department for approval prior to construction of the Landfill.



3. If consultants are needed for the monitoring required by Sections IX, X, and XI of this Agreement and by relevant sections of WAC 173-351 as now exist or as may be later amended, WMW and the County agree to strive to jointly hire such consultants. The allocation of responsibility for monitoring shall be established pursuant to an Operating Agreement, as described in Section III.C.6.

G. Inspections

1. The County and the Health Department, through the TAC, have the right to conduct periodic inspections during regular business hours without notice or by appointment if not during regular business hours.
2. The Parties shall cooperate to develop a reasonable inspection checklist for use during inspections.
3. WMW and the Operator shall grant immediate access to the facilities upon reasonable request by the County or the Health Department.
4. For inspections related to the operation of the Regional Landfill only, WMW will reimburse the County's costs pursuant to Ordinance No. 0-2-90, as amended, and the Health Department's costs pursuant to applicable Health Department ordinances or by separate agreement with the Health Department. For inspections related to the operation of the County Landfill, the County shall bear its own costs.

IX. CONSTRUCTION REQUIREMENTS

A. Overall Requirements. The requirements of this Section IX shall apply during the construction of the Landfill, including the construction of Landfill cells during the operating life of the Landfill.

1. WMW shall design and construct the Landfill, accessory operations and facilities in accordance with the design standards of WAC 173-351 and WAC 173-304 and all other applicable laws and regulations, including future amendments, and any conditions of this Agreement deemed more stringent than the laws and regulations identified above. Consistent with MFS and standard industry practices for Subtitle D landfills, WMW shall have oversight authority over the Operator for any operation or maintenance activities on the Landfill, or as otherwise provided in an Operating Agreement, as described in Section III.C.6.
2. WMW shall submit a construction QAQC plan for review and approval by the Health Department in accordance with Section VIII.A above. All construction shall also be in conformance with the approved QAQC plan.
3. Open Landfill modules shall be constructed in phases to minimize disturbance of the site. Further, WMW must complete the entire cell liner construction prior to disposing of any Authorized Solid Waste in any portion of that cell.



4. WMW shall apply water or dust-suppressing materials as necessary to reduce dust generated on dirt or gravel roads, haul routes, and maintenance/storage areas.
 5. WMW shall implement used oil recycling for oil used by WMW.
 6. WMW shall implement solvent recovery programs for solvents used by WMW.
 7. WMW shall recycle (retread) all tires used on WMW's heavy equipment, to the extent practicable.
 8. WMW shall meet OSHA requirements for worker health and safety.
- B. Blasting. No blasting in the Landfill footprint will be allowed unless WMW obtains approval from the Health Department. The WMW proposed blasting protocol must provide appropriate assurances, through use of blast sensors or other techniques, that the blasting will have no adverse effect on the Lower Roza flow interiors.
- C. Stormwater Control Measures
1. WMW shall comply with all design requirements of WAC 173-351 and WAC 173-350 for stormwater control.
 2. All storm drainage facilities and surface water diversion facilities shall be designed using management practices required by state NPDES program and are subject to review and approval of Health Department.
 3. All stormwater that historically has flowed through the Landfill footprint area shall be intercepted and diverted around the active area so that no surface water shall come in contact with any portion of a cell which contains solid waste.
 4. All stormwater runoff which comes in contact with solid waste shall be collected and treated in the leachate evaporation pond system. The leachate evaporation ponds shall be sized sufficient to accommodate the stormwater runoff from the 100-year, 24-hour storm. To address the worst case stormwater runoff scenario, the leachate evaporation pond system shall further be sized to accommodate the stormwater runoff that would be generated assuming a 100-year, 24-hour storm on a completely lined cell with no solid waste in place to help absorb some of the runoff.
 5. Stormwater runoff from paved areas, roofs and any other impervious surfaces shall be handled in manner to meet state NPDES program.
- D. Liner System/Evaporation Ponds
1. WMW will construct a liner system described more fully in this section. The liner system will be constructed to comply with all applicable requirements of WAC 173-351 for non-arid design and to meet the additional requirements of this section. The exact design for the liner and the secondary detection/collection system deemed



necessary to adequately protect the groundwater will be determined during the review and approval of the groundwater monitoring system and during the Health Department's Operating Permit review.

2. Composite Liner. The composite liner shall be designed to comply with all requirements of WAC 173-351 for non-arid design and shall further comply with the minimum requirements set forth below, provided that WMW may request Ecology, and Health Department approval of an alternative liner that is functionally equivalent to the liner required by this subsection. The minimum liner design requirements are:
 - a. Minimum two-foot thick soil liner mixed with bentonite if necessary, moisture-conditioned and compacted to achieve a maximum permeability of 1×10^{-7} centimeters per second.
 - b. HDPE liner with a minimum thickness of 60 mils.
 - c. Geotextile fabric cushion installed on top of the HDPE liner to protect the HDPE from the overlying gravel materials.
 - d. One-foot thick washed gravel transmission layer with high permeability. This material shall be placed and sloped to facilitate leachate drainage and to limit the maximum leachate head to no more than 12 inches at any given point.
 - e. Leachate Collection Piping consisting of HDPE perforated pipes installed in rows in troughs within the gravel drainage layer. Spacing and configuration will be determined as necessary to collect any leachate and transport it to the leachate evaporation ponds. The leachate collection piping will also include riser pipes sufficient to facilitate monitoring, inspection and maintenance of the leachate collection system.
 - f. A second geotextile layer installed above the drainage layer and below the protective soil operations layer to prevent soil from entering and clogging the drainage layer.
 - g. Minimum one-foot thick soil operations layer placed above the second geotextile layer to prevent puncture of the geotextile and/or HDPE layers during solid waste disposal and compaction.
3. Secondary Leak Detection System. A combined leak detection and secondary liquid collection system shall be installed under the composite liner, beneath pipe trenches and sumps and other possible locations where potential liquid flow may occur. The secondary collection trough shall be lined with a minimum 60 mil HDPE and shall be designed with a drainage layer and HDPE pipe to collect any leachate that might leak through the composite liner described above.
4. Leachate Evaporation Ponds. WMW shall construct one or more landfill liquid (leachate) evaporation ponds with an HDPE primary liner, a liquid



detection/collection drainage layer and an underlying composite HDPE/soil secondary liner similar to that described above for the landfill cell. Leachate collection and evaporation ponds shall be sized to meet WAC 173-351 requirements and further sized according to the stormwater assumptions described in Section IX.C above. Additional land area shall be left undeveloped adjacent to the pond to allow for expanding the pond size if it is determined that additional volume is required anytime during the life of the Landfill. The leachate evaporation ponds shall further be constructed to meet the following requirements:

- a. WMW shall install inflow controls to maximize the available storage in the liquid evaporation ponds, to respond to emergency operational needs, and to prevent potential overflow.
 - b. WMW shall construct the leachate evaporation pond(s) with a minimum 2 feet of freeboard, meeting the Subtitle D and MFS requirements.
 - c. The evaporation ponds shall be fenced to control access.
 - d. The Operator shall periodically test the residual solids in the leachate collection ponds and shall remove and treat the residuals solids, if necessary. Depending on the results of the tests, the residual solids shall either be disposed of in the Landfill or transported to an appropriate disposal facility.
 - e. The Operator shall regularly monitor the liquid level in the leachate collection pond and shall pump it out for disposal at a properly permitted facility if the level ever reaches within 2 feet of the top of the pond berm.
 - f. The Operator shall maintain liquid control facilities in proper operating condition through closure and post-closure.
5. The QAQC construction plan required in Section VIII.A above for both the liner and the leachate pond construction shall meet the requirements of WAC 173-351 and provide, at a minimum, approved QAQC procedures for monitoring the following:
- a. Moisture conditioning of the liner soils during cell construction to meet liner permeability and compaction requirements.
 - b. Surveying to ensure the minimum two feet thickness of clay is met or exceeded at all locations.
 - c. Controlled compaction of underlying foundation soils per standards approved by Health Department as part of the construction plan to protect against differential settlement.
 - d. Proper preparation of the subgrade and use of QAQC approved contractors to reduce the likelihood of puncturing or tearing the HDPE geomembrane liner during installation as a result of careless placement, rough handling, over stressing, or contact with sharp objects.



- e. Subjecting liner seals to rigorous field tests of every inch of seam to ensure integrity.
- f. Shaping and contouring the liner grades to ensure free drainage of liquids under the force of gravity from all points of the Landfill to the pipes and sumps of the Landfill liquid collection system.
- g. Controlled placement of the landfilled materials performed to minimize instability or differential settling of the materials from occurring.

E. Groundwater Monitoring. WMW shall install groundwater monitoring wells of sufficient number and in the proper locations to meet the requirements of WAC 173-351. The groundwater monitoring system must be reviewed and approved by the Health Department and the Commissioners.

F. Water Supply/Neighboring Wells

- 1. Water for domestic use and for site application shall be supplied by new wells drilled on site or from off site sources. Construction cannot be commenced on the County Landfill or Regional Landfill until evidence of sufficient water supply is approved by the Building Official as required by RCW 19.27.097 and the Health Department as may be required for the Operating Permit.
- 2. If new water supply wells for the facility are located on site, they will not be downgradient of any portion of the Landfill footprint.
- 3. If or when WMW constructs an extraction well in excess of 5,000 gallons per day (gpd), WMW shall document the existing water levels, drawdown conditions, and current use in the existing wells shown on Exhibits B and C and as listed below prior to implementation of the project:

Wells in 15N37E:

22A1, 22H1, 26D1, 26G2, 26G1, 27H1, 27R3, 27R1, 32K1, 32R1, 30H1, 29D1, 28C1, 32L1, 34C1, 32Q1, 32G1, 32O2, 33M1, 33E1, 33D1, 33F1, 34A1, 27R2, 27H2, 26C4, 26C1, 26C2, 26C3

Wells in 15N37E:

11E1

Wells in 15N36E:

33B1, 33A1

Wells in 16N37E:



32H1

Other wells that should also be documented, which are not shown on the attached exhibits are:

Wells in 15N37E:

09N (Dwayne Blankenship), 17D (Blankenship Farms), 31P1

If the well owner will not allow WMW access to document existing well, pump and use conditions, then that well owner is not entitled to the impact presumption described in Subsection 4 below. The well performance parameters to be documented will be proposed by WMW as part of its Operating Permit application and will be reviewed and approved by the Commissioners and the Health Department prior to implementing this condition.

4. The Operator will be responsible for modifying existing off site wells and/or providing alternative adequate water supply in the event extracting of water from the on site wells is shown to materially reduce existing off site capabilities below the levels documented in Subsection 3 above. Any significant change in existing well performance from that documented in Subsection 3 above after operation of the new WMW wells will be entitled to a presumption of the impact being caused by WMW, which may then be rebutted by WMW with evidence of other change in circumstances which could reasonably be a cause for the change in performance. Once rebutted, the presumption is no longer applicable and the general rules for burdens of proof shall apply.
5. WMW shall construct a domestic well of no more than 5,000 gallons per day ("gpd") for the County Landfill. No water storage is required for construction and operation of the County Landfill. If WMW elects to operate the Regional Landfill, WMW shall construct a minimum of 125,000 gallons of water storage tanks or ponds on-site, except that that WMW may request the County to approve a smaller water storage tank adequate to support the water needs of the Regional Landfill.
6. WMW shall construct a water truck loadout facility connected to the aboveground water storage tank or pond in Subsection 5 above located near the maintenance area to expedite filling of water tank trucks and other fire fighting equipment. Tank design and on site equipment shall be compatible with existing Fire Department No. 7 equipment.

G. Wind Erosion

1. Soil stockpiles not being used must be reseeded with native grasses during the next growing season to minimize erosion. Soil stockpiles not used for one year or longer shall be regraded to promote drainage and reseeded.



2. Periodic watering of active disturbed areas is required where necessary to minimize wind erosion.
- H. Cultural Resources. WMW and the Operator shall comply with all requirements of the approved cultural resources plan described in Section VIII.B above during construction and operation of the Landfill.
- I. Wildlife
1. A wildlife enhancement plan will be prepared by WMW in consultation with the Washington Department of Wildlife and is subject to review and approval by the Commissioners prior to start of construction. The plan will include the following mitigation for both the County Landfill and the Regional Landfill:
 - a. On site trees shall be retained except in the area of the Landfill footprint.
 - b. Fencing would only be installed where necessary to restrict access and/or control vectors, litter and wind erosion. In general, the nonworking areas of the site will not be fenced or will be fenced with a design that will still allow deer movement through the site.
 - c. Construction activities will be restricted during winter months to those areas necessary for operation and development of the facility.
 2. In addition to the above, the wildlife enhancement plan will include the following wildlife mitigation for the Regional Landfill:
 - a. Three artificial nest structures for Swainson Hawks shall be constructed and installed on site. At each of the nest structures, WMW shall plant a cluster of ten trees and shall provide sufficient irrigation to maintain them.
 - b. A wildlife habitat enhancement area will be established in the draw south of the project site in Section 29. Enhancement will include one artificial raptor nest structure, in addition to the 3 nests provided in Subsection 2.a above, and the development of a small pond at the head of the draw, if practicable.
 - c. A long-term management area or areas for protection of the mule deer winter range, approximately 500 acres in size, including the enhancement area in Subsection 2.b above, shall be set aside on land outside of the footprint which is owned or leased by WMW and such areas shall be managed in cooperation with the Washington Department of Wildlife.
 - d. Other areas outside the Landfill footprint will be evaluated for small-scale habitat enhancement potential, such as plantings for wildlife food and cover.
- J. Wetlands. The haul route shall not be constructed within 25 feet of the boundary of the salt pan areas on the project site, and shall further comply with any applicable Adams County Critical Resources Ordinance.



K. Vegetation

1. Lands taken out of wheat production as a result of the Landfill project will be replanted with a mixture of perennial grasses and forbs after closure.
2. CRP land on the project site not impacted will be maintained to applicable Soil Conservation Service standards.
3. Native vegetation or other plants acceptable to Soil Conservation Service and Washington Department of Wildlife shall be used for all revegetative efforts.

L. Sanitary Sewage. An onsite septic system shall be constructed sufficient for the employees and proposed operation of the Landfill site, except that WMW may substitute a holding tank toilet system instead of an onsite septic system. The septic system and drainfield and/or a holding tank toilet system will be built in conformance with Adams County Health Department and Washington Department of Health standards.

M. Electrical. If electrical service is necessary for the operation of the Landfill, necessary poles and three-phase lines shall be constructed by WMW pursuant to an agreement regarding cost and installation with the electric utility.

N. Building Construction. If buildings are constructed as part of the Landfill, WMW agrees to equip buildings at the Landfill with fire extinguishers and sprinklers. Buildings shall otherwise be constructed to meet 2006 International Building Code and International Fire Code requirements.

O. Mullan Road

1. Approval of Alternative 2 for the proposed landfill footprint will eventually allow WMW to deposit solid waste in a portion of the current right of way for Mullan Road.
2. Prior to the development of Module 15, as defined in Alternative 2, WMW agrees to construct a visual screen between the existing Mullan Road alignment and the active Landfill Area. WMW further agrees to provide what fencing or other security measures may be deemed reasonably necessary to protect the landfill operations from intrusion by users of the public Mullan Road. This security plan shall be part of the Operations Plan and shall be approved by the Health Department prior to construction of the landfill.
3. Prior to WMW removing the visual screen required in Subsection O.2 above and prior to disposing of any solid waste within the existing Mullan Road right of way, WMW must either obtain Commissioner approval to vacate Mullan Road entirely or to vacate the existing right of way for Mullan Road and to relocate Mullan Road to another location approved by the Commissioners that will adequately serve the public interest.



4. If Mullan Road is relocated, WMW will pay all costs necessary to relocate and reconstruct Mullan Road to meet existing County road standards.
5. Nothing in this Agreement shall constitute any decision regarding whether to vacate Mullan Road. That is subject of specific and separate County action pursuant to the requirements of RCW 36.87.

P. Gas Management

1. When required by state regulation, WMW will provide a passive control system for the emission of gas that meets the requirements of WAC 173-351. The proposed control system is subject to review and approval by the Health Department. An active system would be installed when and if sufficient quantities of gas are produced to make cogeneration economically feasible.
2. Any onsite enclosed buildings shall be constructed in excess of 100 feet from any portion of the Landfill footprint to minimize potential landfill gas migration concerns and explosion hazards.

Q. Traffic Safety

1. This Amended Mitigation Agreement assumes that Mullan Road will be used as the primary route for ingress and egress from the County Landfill.
2. If, however, Gray Road becomes the primary route for ingress and egress to the County Landfill, or if WMW elects to construct and operate the Regional Landfill, the following requirements shall apply:
 - a. WMW shall reposition the stop bar on the north leg of Gray Road to a location approved by Washington State Department of Transportation (WSDOT) to provide greater sight distance onto SR-26 prior to commencing landfill operations.
 - b. To provide for more efficient circulation and minimize delays at SR-26, prior to commencing operations, WMW shall re-profile the north leg of Gray Road as required by WSDOT to provide for a level approach and to minimize the time needed for trucks to complete a turn onto SR-26.
 - c. WMW will work with WSDOT to determine whether improvements beyond those identified above are necessary to facilitate traffic flow and increase safety at the SR 26/Mullan Road and SR 26/Gray Road intersections. WMW shall participate with WSDOT in monitoring traffic at SR 26 and Gray Road a minimum of once per year to determine if/when improvements may be necessary. If the Level of Service (LOS) at the intersection drops below LOS C, then WMW will pay its fair share of any improvements deemed necessary by WSDOT to restore the LOS to C or better.



X. OPERATIONAL REQUIREMENTS

- A. No Public Nuisance – The Operator shall operate the Landfill and associated facilities in a manner so as not to create a public nuisance.
- B. General Criteria - The Landfill shall be operated in accordance with the operating criteria of WAC 173-351 and WAC 173-304, as well as any additional requirements specified in this Agreement.
- C. Contingency Plan
 - 1. If WMW elects to construct and operate the Regional Landfill, WMW shall submit to Health Department for approval prior to commencing construction of the Regional Landfill a contingency plan describing any potential impacts or mitigation necessary to address the potential situation where the Authorized Solid Waste disposed of at the Regional Landfill in any 24 hour period might be in excess of the annual average 4,000 tons per day allowed by Section III.D.3 above.
 - 2. The contingency plan shall also describe how WMW will respond to temporary or longer term closure of the Regional Landfill operations or the transportation routes to the Regional Landfill or other emergencies that may prevent continued operation of the Regional Landfill as envisioned in this Agreement. The contingency plan for short or longer term closure shall include, at a minimum, the following provisions:
 - a. provision for back-up landfill facilities
 - b. provision for solid waste storage such as agreements with local jurisdictions to store their solid waste at the source
 - c. procedures for notice, choice of options and Health Department and/or County approval of options
 - 3. If contingency plan includes potential for increasing daily truck traffic beyond the 63 trucks per day discussed in the FEIS, or proposes increasing the time for storage of full solid waste containers within the County for in excess of the 72 hours permitted above, then the contingency plan will require additional environmental review of these changes prior to County approval and will not be deemed an emergency exempt from SEPA review.
- D. Hauler Agreements - The Operator will include in any agreements with haulers disposing of Authorized Solid Waste at the Landfill the following restrictions:
 - 1. Route restrictions, requiring haulers to use State routes to access the Landfill
 - 2. Unacceptable waste restrictions prohibiting disposal of unacceptable wastes as identified in Section VI above.



3. Special waste handling requirements in accordance with the special waste plan described in Section VII above.

E. Customer Contracts. If WMW elects to construct and operate the Regional Landfill, WMW will notify the County of new contract customers and will provide certification to the County that these new customers are fully in compliance with all state goals, statutes and requirements for handling and disposal of solid waste, including, but not limited to, state recycling goals and compliance with the Adams County Solid Waste Plan as it may relate to Authorized Solid Waste being imported into the County. All municipal generators must execute an interlocal agreement with Adams County prior to disposing of its Authorized Solid Waste at the Regional Landfill if required by the Adams County Solid Waste Plan. WMW will use its best efforts to assist nonmunicipal customers to also implement source-separated recycling programs and waste reduction programs prior to disposing of their Authorized Solid Wastes at the Regional Landfill in Adams County.

F. Security. The Operator shall control access to the Landfill pursuant to WAC 173-351-200(6). Once the RUF begins operations, WMW shall control access and provide security to the RUF as provided in Section IV.C above.

G. Recreation. No hunting or recreational uses shall be allowed within the Landfill Area. WMW may establish policies to allow reasonable hunting with permission in areas outside of the Landfill Area.

H. Impacts On Neighboring Properties

1. The Operator will have a local general manager available during working hours (i.e., hours when the Landfill is open or receiving waste) to meet with individual claimants who have a complaint regarding property values or other impacts from operations. Names, addresses, and phone numbers of responsible WMW and County officials will also be made available as will a list of government agencies, a summary of their jurisdiction and contacts for each agency.
2. The Operator will provide 24-hour emergency phone numbers and personnel available on 24-hour basis to respond to any complaints or emergencies at the Landfill.
3. Any party deemed injured or aggrieved by WMW's construction of the Landfill, WMW's operation of the Regional Landfill or the County's operation of the County Landfill may further file a complaint with the Adams County Building and Planning Department and ask the County to investigate and, if appropriate take all appropriate measures to enforce the conditions of the unclassified use permit approval and this Agreement as provided in Section XX below. The aggrieved party may further contact the Adams County Health Department to seek enforcement of any conditions of the Municipal Solid Waste Facility Handling Permit issued by the Health Department.



- I. Noxious Weed Management. WMW will develop methods to control noxious weeds in cooperation with the Adams County Noxious Weed Control Board. A plan for noxious weed control shall be approved by the Weed Control Board prior to start of construction. The Operator shall be responsible for noxious weed control within the Landfill Area, and WMW shall be responsible for noxious weed control for all areas outside of the Landfill Area.

- J. Litter Management. The Operator shall control and collect litter as required by WAC 173-351-210, including through the use of portable or permanent litter control fences and/or worker collection of wind-blown litter.

- K. Landfilling Procedures
 - 1. Landfilling procedures shall fully comply with WAC 173-351.
 - 2. The Operator will spread and compact solid waste with heavy machinery as it is placed to reduce settlement of the Landfill.
 - 3. The Operator will use daily, intermediate and final cover to help keep the solid waste dry, to retard decomposition, to minimize development of landfill liquid and gas and to reduce settlement.
 - 4. The Operator will limit the working face of the Landfill to no greater than 1 acre exposed at any one time.
 - 5. The Operator will grade intermediate cover slopes to encourage stormwater runoff and will periodically regrade the Landfill cover to eliminate localized surface water ponding.
 - 6. Authorized Solid Waste deposited on the active Landfill face will be covered daily with clean, compacted soil or approved alternate cover.

- L. Fire Protection. The Operator will train its staff and the Fire Department volunteer fire fighters to fight solid waste landfill fires and will furnish onsite any specialty equipment required for this purpose.

- M. Vector/Predatory Species Management
 - 1. All solid waste will be covered with soil or approved alternate material and thereby made unavailable to scavengers, with the exception of the working face of the Landfill during operating hours. Daily cover will be placed over the working face area and the end of each day of operations.
 - 2. The Operator will implement steps to prevent vectors from inhabiting on-site buildings and active areas of the Landfill according to the WAC 173-351 and WAC 173-304 requirements. Measures will include fencing the active area of the facility, proper solid waste compaction, daily cover and other vector control measures.



- 3. Control measures such as suspended wires, bird distress tapes, or percussion sounds will be used to discourage the attraction of nuisance birds to the Landfill if determined to be necessary by the Health Department.
 - 4. The Operator will implement control measures to mitigate the potential impacts related to pest transmission including the placement of insect traps and host plants around the Landfill footprint to monitor the possible occurrence of such pests. The type, number and placement of these traps and host plants will be determined in consultation with Washington State University Extension Service or other agency approved by the Commissioners.
- N. Equipment Maintenance. The Operator shall keep all maintenance vehicles clean. All equipment will be washed at a specially-designed equipment washing facility as needed to maintain intended function and to avoid odors and dust. Waste water from the equipment washing facility shall be collected and disposed of in accordance with local, state and federal law requirements or, alternatively, will be reused in a properly designed water recycling washing facility.
- O. Composting Procedures. All composting activities shall be conducted in an area designed to collect and appropriately treat or dispose of any runoff or leachate. Design of the facility and the operations plan are subject to review and approval by the Health Department, must comply with the requirements of WAC 173-304, and shall address such concerns as odors and vector management as well as the composting operation itself.
- P. Safety. WMW and the Operator shall meet Washington State Department of Labor & Industry requirements for worker health and safety.

XI. CLOSURE AND POST CLOSURE REQUIREMENTS

- A. Standards
- 1. Until and unless WMW elects to construct and operate the Regional Landfill, the County, as Operator, shall be responsible for meeting all applicable closure and post-closure requirements, including all financial assurance requirements. If WMW elects to construct and operate the Regional Landfill, the County shall retain any and all closure and post-closure funds that the County has accrued.
 - 2. The Operator shall conduct closure and post-closure of the Landfill in compliance with WAC 173-351 standards for non-arid design.
 - 3. If WMW elects to construct and operate the Regional Landfill, WMW shall have the right to undertake any due diligence it deems necessary to assess the condition of the Landfill prior to taking over operation, and the County shall disclose to WMW all material information concerning the condition of the Landfill prior to WMW taking



over operation. Within FIVE (5) years of the Transition Date, as defined in Section III.D.1, if WMW can prove that any environmental, engineering, or other conditions, defects, or other problems are associated with the County's operation of the Landfill or failure to operate the Landfill in conformance with all applicable regulations and consistent with industry standards for Subtitle D landfills, WMW shall notify the County and the County shall take appropriate measures to correct such condition, defect, or problem. MFS and standard industry practices for Subtitle D landfills shall be the basis for any and all corrective measures. WMW shall assume all Landfill closure and post-closure responsibilities as of the Transition Date and shall assume all Landfill liabilities FIVE (5) years from the Transition Date. WMW shall bear the burden of proving any problems caused by Operator error. If any disputes arise under this Subsection, both Parties agree to use the dispute resolution process outlined in an Operating Agreement, as described in Section III.C.6.

4. WMW, in consultation with the County, shall prepare a written closure plan that meets the minimum requirements of WAC 173-351 for review and approval by the Health Department prior to commencing construction.
 5. The final cover will include a low-permeability soil or synthetic membrane to eliminate infiltration of rain water. It will be contoured to redirect runoff and vegetated to promote evapotranspiration of excess moisture.
 6. The Operator will maintain the final cover, leachate collection and groundwater and gas monitoring systems throughout the post closure period, a minimum of 30 years, unless a shorter period is approved by the Health Department and the Commissioners.
 7. The Operator shall periodically inspect the final cover and make any necessary repairs. The Health Department shall monitor the Operator's inspection and repair activities.
 8. The Operator shall submit reports to the Health Department at a frequency required by WAC 173-351 after closure regarding all of the closure and post closure plan requirements, including, but not limited to, the results of the monitoring, inspections, and cover repair.
- B. Financial Assurances. The Operator must provide financial assurance for closure and post closure in accordance with the requirements identified in Section VIII.D.2 above.
- C. Restrictions on Future Use. Unless WMW invokes its rights under Section III.E above, WMW shall be responsible for the Landfill in perpetuity and shall impose restrictions on the future use of the Landfill footprint area which, at minimum, meet the requirements of WAC 173-351 such as no irrigated farming, no tilling, no livestock grazing, or no other activities which threaten the integrity of cap. If WMW invokes its rights under Section III.E above and transfers ownership of the County Landfill Area to the County, the County



shall be responsible in perpetuity and shall impose restrictions on the future use of the Landfill footprint area which, at minimum, meet the requirements of WAC 173-351 such as no irrigated farming, no tilling, no livestock grazing, or no other activities which threaten the integrity of cap. As described in Section III.E above, upon transference to the County, WMW shall encumber a ONE THOUSAND (1,000) foot buffer to prohibit any future inconsistent uses.

- D. Notice on Title. WMW shall record a notice on title to the Landfill footprint area as required by WAC 173-351 stating that the site has been used to dispose of solid waste.

XII. COUNTY ROAD IMPROVEMENTS AND MAINTENANCE:

- A. If WMW elects to construct and operate the Regional Landfill, WMW shall be responsible for all costs associated with upgrading to all weather standards and to handle anticipated truck loads on that portion of Gray Road proposed to be used for access between SR 26 and the new private haul road and also the intersection of Gray Road and new haul road. WMW shall further be responsible for all costs associated with regular maintenance of these road areas to a minimum standard consistent with County maintenance of other similar class County roads. WMW shall also be responsible for obtaining all required permits to complete this requirement.
- B. If the County elects to operate the County Landfill, the County is then responsible for all costs associated with improving culverts and widening Mullan Road as required to operate the County Landfill.

XIII. SOLID WASTE UTILITY MITIGATION ISSUES

- A. The Parties acknowledge that the Landfill approved by this Unclassified Use Permit Mitigation Agreement may have some impact on the existing County solid waste system. WMW has made the solid waste services offer described in this Section, at least in part, to help mitigate those impacts. In addition, the Parties acknowledge that the County will have to make a future procurement decision on how to handle the County's Authorized Solid Waste and is considering several options including transportation to and disposal at the County Landfill. WMW agrees to continue to offer to provide solid waste disposal through: (a) the Columbia Ridge Disposal Offer; and/or (b) the phased development, construction, and operation of the Landfill as described in this Agreement. The County will complete any necessary procurement process before making a decision on how to dispose of the County's Authorized Solid Waste. The firm offer by WMW, which is described in Subsections XIII.B, .C, and .D below, has not, by extension of the Unclassified Use Permit and execution of this Agreement, been accepted by the County.
- B. WMW agrees to make certain payments and provide free solid waste disposal at the Columbia Ridge facility or another mutually agreeable WMW landfill facility, for municipal



solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of Adams County, subject to the terms and conditions of Section II of this Amended Mitigation Agreement.

- C. Upon mutual agreement of the Parties, WMW agrees to construct, and to provide for County operation, the County Landfill, including additional cells and necessary improvements, and shall provide certain heavy equipment, as specified in an Operating Agreement, as described in Section III.C.6, for managing municipal solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of Adams County, subject to terms and conditions of this Amended Mitigation Agreement and Exhibit B describing the necessary terms of the Operating Agreement.

- D. If WMW elects to operate the Regional Landfill, WMW shall allow the County to dispose of certain Authorized Solid Wastes generated within Adams County at the Regional Landfill without charging a tipping fee for disposal, subject to the following terms and conditions:
 - 1. Authorized Solid Wastes eligible for free disposal are those household wastes and commercial solid wastes, as defined in WAC 173-351, that are (i) generated within Adams County, (ii) received at transfer stations owned and/or operated by Adams County or a municipality within Adams County, and (iii) delivered to the Regional Landfill by the County, a municipality within Adams County or their contractors. In addition, other persons may be eligible for free disposal upon the written agreement of the County and WMW. WMW shall not unreasonably withhold approval for local individual residents who reside within Adams County or private haulers handling solid waste that is generated within the County that is not processed through a County transfer station. Without limiting WMW's right to withhold approval, the Parties agree that WMW may withhold approval for any or all residents who dispose of or seek to dispose of more than 200 tons per years of Authorized Solid Wastes directly at the Landfill.
 - 2. The Parties acknowledge that a fee on Authorized Solid Waste may still be collected on behalf of the County at the transfer station and/or the Regional Landfill to cover the cost of County solid waste programs approved by the Commissioners.
 - 3. WMW shall provide the County with TWO (2) years advance written notice of its intent to close the Regional Landfill during which period WMW shall continue to provide disposal without charge as described above. If WMW does not or cannot provide TWO (2) years notice of its intent to close the Regional Landfill, then WMW shall provide the County with a backup landfill for the disposal of the County's Authorized Solid Waste for the period of time commencing upon the closure of the Regional Landfill and ending TWO (2) years from the date of notice provided by WMW of its intent to close the Regional Landfill. For the period of time when the County's Authorized Solid Waste must be disposed of in the backup landfill, WMW



shall provide free disposal and shall reimburse the County for the additional transportation costs (i.e., any costs greater than the transportation costs to the Regional Landfill), if any, for transporting Authorized Solid Waste to the backup landfill.

- 4. In no event shall WMW have any obligation to provide County with free disposal after (i) the closure of the Regional Landfill, or (ii) 2 years after providing the County with written notice as specified in Subsection 3 above, whichever is later.
- 5. Notwithstanding the above, if the Regional Landfill is forced to close because Adams County or the Adams County Health Department unreasonably refuses to renew the required permits, then WMW will only be required to dispose of the County's Authorized Solid Waste for the remainder of the period during which the Regional Landfill is allowed to operate.

XIV. PUBLIC AND COMMUNITY SERVICES MITIGATION

- A. Community Grant. Pursuant to the original Mitigation Agreement, WMW voluntarily donated to Adams County a community grant of \$40,000 as community services impact mitigation. The County used this grant for the benefit of Adams County Citizens generally.
- B. Local Hiring Program. To the extent practicable, if WMW elects to construct and operate the Regional Landfill, WMW will establish a local hiring program as follows:
 - 1. The program goal is to hire a minimum of 75% of the total Regional Landfill employees, including construction employees, from existing local residents. To the extent possible, WMW will establish preferential local hiring policies.
 - 2. WMW will provide reasonable training to local residents to facilitate local hiring.
 - 3. WMW will advertise available jobs in official local newspapers and with local employment offices.
 - 4. WMW will report to the County on the percentage of local hires and on specific steps to be taken to modify the hiring program if the 75% goal has not been met as follows:
 - a. once prior to start of construction
 - b. once per quarter for the next 2 years of construction and operation
 - c. once per year for five years thereafter.
 - 5. Nothing in this section is intended to violate the requirements of Title VII of the Civil Rights Act of 1964, especially 42 U.S.C. § 2000e-2 and/or RCW 49.60.030.



- C. Agricultural Products Contingency Plan. If WMW elects to construct and operate the Regional Landfill, WMW shall, in consultation with the Washington Association of Wheat Growers, the Washington Cattlemen's Association, and any other interested agricultural organizations identified by the County Commissioners, establish a contingency plan for responding to potential agricultural product disparagement issues, including potential market perception that County crops may be "contaminated" by the presence of the Regional Landfill operations. The Contingency Plan must be approved by the Commissioners prior to start of construction of the first cell intended for Regional Landfill operation. The Contingency Plan will include, at a minimum, the following:
1. trigger mechanisms to implement the plan
 2. independent testing
 3. advertising effort in major markets impacted
 4. efforts to counter claims of agricultural disparagement or respond to market fears
 5. costs necessary to lobby or work with government agencies
 6. assurances of performance

XV. TAXES AND FEES

- A. WMW shall be responsible for all property taxes assessed and all other taxes (including sales tax, B&O tax, etc.), all permit or license fees, and any other governmental assessment or charge relating to the construction of the County Landfill, if constructed. After operation of the County Landfill commences and until WMW begins operating the Regional Landfill, the County shall be responsible for all other taxes (including sales tax, B&O tax, etc.), all permit or license fees, and any other governmental assessment or charge relating to the operation and maintenance of the County Landfill.
- B. After WMW begins operating the Regional Landfill, WMW shall be responsible for all property taxes, as well as all other taxes (including sales tax, B&O tax, etc.), all permit or license fees, and any other governmental assessment relating to the construction, operation and maintenance of the Regional Landfill.
- C. WMW will comply with any requirements of state agricultural lands and open space lands tax designations, including payment of back taxes and penalties if required by state law.
- D. WMW and the Operator will use their best efforts to encourage local sales tax revenue by arranging point of sale as much as practicable to be in Adams County.

XVI. COUNTY'S DISCLAIMER OF RESPONSIBILITIES



- A. If WMW elects to construct and operate the Regional Landfill, County has no affirmative burden to seek Authorized Solid Waste from other jurisdictions but will reasonably enter into interlocal agreements as required by the Adams County Solid Waste Plan.
- B. Except as specifically provided herein, WMW acknowledges that the County is not responsible for the timing of the project or permits, although County will use reasonable and diligent efforts in processing any permits required from the County.
- C. County is not responsible to work out agreements with railroad or WSDOT regarding WMW transportation requirements or the approvals necessary to accomplish the road mitigation identified above.
- D. A Party's failure to detect violations of this Agreement shall not be deemed a waiver of the right to enforce all of the terms of this Agreement.
- E. Nothing in this Agreement shall constitute a waiver by the County of its public duty to protect the public health, safety and welfare and the County reserves the right to take all actions necessary to protect same in future and to protect the public from operation of a public nuisance.
- F. Any County or WMW approvals required by this Agreement shall not be unreasonably withheld. The County and WMW shall reasonably cooperate in providing necessary information requested by WMW to obtain approvals required from third parties.

XVII. HOST FEES FOR REGIONAL LANDFILL

- A. Calculation of Host Fee. If WMW elects to construct and operate the Regional Landfill, WMW shall pay to the County a Host Fee for each ton of Authorized Solid Waste (excluding any Authorized Solid Waste generated within the County for which no disposal fee is paid, as described in Section XIII.D.1 above) based on the following tonnage thresholds:

Total Tons Per Month (tpm)	MSW	Non-MSW
<i>Less than 21,000 tpm</i>	<i>None</i>	<i>None</i>
<i>21,000 tpm to 42,000 tpm</i>	<i>\$0.75/ton</i>	<i>\$0.25/ton</i>
<i>more than 42,000 tpm</i>	<i>\$1.75/ton</i>	<i>\$0.45/ton</i>

- 1. For purposes of the Host Fee, the following definitions apply:
 - a. MSW means only "household waste" and "commercial solid waste" as defined in Chapter 173-351 WAC.
 - b. Non-MSW means all Authorized Solid Waste other than MSW.



2. The Host Fee shall be calculated by multiplying the total tons of Authorized Solid Waste (excluding any Authorized Solid Waste generated within the County) received during any calendar month times the Host Fee rate applicable to the tonnage threshold. For example, if the total tonnage of Authorized Solid Waste disposed of during the month is 25,000 tons (consisting of 20,000 tons of MSW and 5,000 tons of Non-MSW, the Host Fee would be \$16,250 (20,000 tpm x \$0.75/ton + 5,000 tpm x \$0.25/ton).

- B. Quarterly Payment. The Host Fee shall be paid quarterly to the County within 20 calendar days after the end of the preceding quarter for all Authorized Solid Waste (excluding any Authorized Solid Waste generated within the County) disposed of at the Regional Landfill during that preceding quarter. WMW shall submit to the County accurate records indicating the total tonnage disposed of for each day of the preceding quarter, together with a check payable to the County for the Host Fee amount owing under this Agreement. The County shall have the right to hire an independent private auditor to conduct an annual audit of the tonnage data and the Host Fee calculations. WMW agrees to make all necessary information available to the independent auditor for this purpose, upon reasonable demand from the County. The independent private auditor shall be required to maintain the confidentiality of all cost, revenue, and other data and shall not allow such documents to become public record for the purposes of RCW 42.17.250, et seq.

- C. Guaranteed Minimum. Once operation of the Regional Landfill has passed the tonnage threshold of 21,000 tpm, WMW shall pay to the County a guaranteed minimum host fee of \$6,000 per month of operation, regardless of the volume of Authorized Solid Waste disposed of at the Regional Landfill and regardless of the amount of revenue WMW collects as disposal fees on Authorized Solid Waste disposed of at the Regional Landfill. If at the end of any full year of operation, the total annual Host Fee paid to the County does not equal or exceed the guaranteed minimum, then WMW's last Host Fee payment for that year of operation shall include an amount sufficient to bring the total annual Host Fee up to the guaranteed minimum. "Year of operation" means the year commencing upon the date of opening of the Regional Landfill for accepting Authorized Solid Waste for disposal and all subsequent years.

- D. Use of Host Fees. The Host Fees payable pursuant to this Agreement shall be deposited into an Adams County Mitigation and Economic Benefit Fund and shall be used for functions and activities that promote economic benefit and public welfare for the citizens of Adams County.

- E. Gilliam County Reopener. The Parties agree that the Host Fee applicable to annual tonnages greater than 42,000 tpm shall be renegotiated at such time as the owner or operator of the Columbia Ridge Landfill located in Gilliam County, Oregon renegotiates its existing host fee agreement with Gilliam County, Oregon to a greater host fee than currently paid in Gilliam County, Oregon. The host fee currently paid in Gilliam County is



\$1.75 per ton of MSW and \$0.45 per ton of Non-MSW. WMW agrees to offer Adams County a host fee comparable to any renegotiated host fee in Gilliam County, Oregon, when the average monthly volume exceeds 42,000 tpm.

- F. Waiver of Right to Challenge Host Fees. WMW knowingly and willingly waives right to challenge or contest the validity of the Host Fee provision of this Agreement. WMW has agreed to these Host Fees voluntarily, without duress by the County. In the event the Host Fee provision of this Agreement is invalidated, WMW agrees to continue to make Host Fee payments in exchange for the continued right to operate the Regional Landfill, to the extent permitted by law.

XVIII. INDEMNIFICATION AND LIABILITY

A. WMW's Indemnification.

1. WMW shall hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees, representatives and agents, from and against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs and other costs of defense) arising out of
 - a. the County's lawful actions in processing WMW's Regional Landfill proposal or in granting any of the required permits and approvals, including the unclassified use permit and the Operating Permit,
 - b. any injury (whether mental or corporeal) or death to persons, or any damage to real or personal property arising out of or incidental to any act or omission of WMW in the performance of its obligations under this Agreement, and
 - c. any and all costs or damages resulting from any release or emission or threatened release or emission or any environmental contamination and/or failure to comply with all applicable federal, state and local environmental statutes and regulations, arising out of or incidental to any act or omission of WMW in the performance of its obligations under this Agreement.
2. The obligations and indemnifications provided in this Agreement shall be guaranteed by WMI in a separate guarantee agreement that contains at a minimum the following terms:
 - a. Upon request of the County, WMI shall provide the County with an independently audited financial statement from the latest annual report which adequately demonstrates, in the Commissioners' sole discretion, sufficient assets to secure the financial commitments, including potential liability for environmental contamination contained in this Agreement. If the County is not reasonably satisfied with the financial statement of WMI, then WMW's right to operate the landfill pursuant to this Agreement and the unclassified use permit



may, at the Commissioners' sole discretion, be suspended and not be reinstated until such time as the County is provided adequate alternative assurances.

- b. In the event of any default of any of the terms of this Agreement and failure to cure by WMW within the time allowed, County shall have the right to demand performance and/or payment of damages from WMI.
 - c. WMI's obligations as Guarantor of this Agreement shall remain in full force and effect throughout the term of this Agreement and those obligations of WMW that survive termination shall similarly be obligations of Guarantor that survive termination.
 - d. WMI fully waives any right to notices, demands, amendments or modifications to this Agreement. Notice, demand, amendment or modification being given to or executed by WMW shall also bind WMI as Guarantor.
 - e. The obligations of WMI as Guarantor shall be binding on Guarantor's heirs, successors and assigns.
3. It is further understood that the indemnification provided in this Agreement shall constitute WMW and WMI's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification and solely in relationship to the County and shall not constitute WMW's waiver in respect to the employee.

B. County's Indemnification

- 1. During the County's operation of the County Landfill and for a period of FIVE (5) years from the Transition Date, as defined in Section III.D.1, the County shall hold harmless, indemnify and defend WMW, its officials, officers, employees, representatives and agents, from and against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs and other costs of defense) arising out of:
 - a. any injury (whether mental or corporeal) or death to persons, or any damage to real or personal property arising out of or incidental to any act or omission of the County in the performance of its obligations under this Agreement, and
 - b. any and all costs or damages resulting from any release or emission or threatened release or emission or any environmental contamination and/or failure to comply with all applicable federal, state and local environmental statutes and regulations, arising out of or incidental to any act or omission of the County in the performance of its obligations under this Agreement.

C. Notice and Defense.



1. Whenever a Party receives notice of any claim or action that the Party believes is covered by the indemnification provisions of this Agreement, that Party shall, within five (5) working days after receiving such notice, present the other Party with written notice of the action or claim and shall make a demand of the other Party to cover the costs of defending such claim or action pursuant to the provisions of this Agreement.
 2. In any action subject to the indemnification provisions of this section, if a Party (the "Indemnitee") presents the demand for indemnification as provided for in Subsection (1) above and the other Party (the "Indemnitor") agrees to fully indemnify the Indemnitee for any costs, claims or damages, then the Indemnitor shall have the right to select counsel and experts for the defense and control the litigation for the defense. If there is any potential that the Indemnitee may be liable for any of the costs, claims or damages, then the Indemnitee shall retain sole discretion in the selection of its counsel and experts. The Indemnitee shall reasonably coordinate its defense costs and selection of counsel and expert witnesses with those of the Indemnitor to minimize duplicative efforts.
- D. Comparative Fault. In the event of comparative fault on the part of the County and WMW, any loss shall be apportioned in accordance with the percentage fault of each Party.
- E. No Waiver. No action or inaction of either Party shall be deemed a waiver of the indemnity provisions of this Agreement.
- F. Survival of Indemnification. The indemnification provisions of this Section specifically survive termination of Agreement.

XIX. INSURANCE

- A. WMW's Insurance.
1. Without limiting its liability under this Agreement, WMW shall procure and maintain at its sole expense commencing with the start of construction of the County or Regional Landfill, insurance of the types and in the minimum amounts stated below:

Schedule	Limits
Worker's Compensation Statutory Coverage & Employer's Liability (including appropriate federal acts)	Statutory/\$1,000,000
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors	\$5,000,000 Combined Limit Single



Environmental Liability	\$10,000,000 Combined Limit Single
Automobile Liability All Autos Owned, Hired or Used	\$1,000,000 Combined Limit Single

2. WMW's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section XVIII of this Agreement. It shall also name the County as an additional insured for liability arising out of operations performed by WMW pursuant to this Agreement.
3. All insurance shall be written by a company or companies with a Best rating of "A" or better, licensed in the State of Washington to provide the type of insurance that the company is offering. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the County, on a form acceptable to the County.
4. All insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until sixty (60) days after receipt of written notice by County.

B. County's Insurance.

1. Without limiting its liability under this Agreement, if the County elects to operate the County Landfill it shall procure and maintain at its sole expense during its operation, insurance of the types and in the minimum amounts stated below:

Schedule	Limits
Worker's Compensation Statutory Coverage & Employer's Liability (including appropriate federal acts)	Statutory/\$1,000,000
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors	\$5,000,000 Combined Limit Single
Environmental Liability	\$10,000,000 Combined Limit Single
Automobile Liability All Autos Owned, Hired or Used	\$1,000,000 Combined Limit Single

2. The County's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section XVIII of this Agreement. It shall also name WMW as an additional insured for liability arising out of operations performed by County pursuant to this Agreement.
3. All insurance shall be written by a company or companies with a Best rating of "A" or better, licensed in the State of Washington to provide the type of insurance that the company is offering. Prior to commencing any work under this Agreement,



certificates evidencing the maintenance of said insurance shall be furnished to WMW, on a form acceptable to WMW.

- 4. All insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until sixty (60) days after receipt of written notice by WMW.

XX. DEFAULT AND TERMINATION

A. Default - There shall be two categories of default by WMW or the Operator in its performance under this Agreement:

- 1. A "Procedural Default" is one in which WMW or the Operator fails to meet a material term of this Agreement but which failure does not cause or threaten to cause any personal injury, property damage, or harm to the environment, e.g., the Operator is late in providing a required report or document to the County and said document is not necessary to make timely County decisions to avoid damage or threatened harm.
- 2. A "Substantive Default" is one in which WMW or the Operator neglects, fails, or refuses to comply with a material term of this Agreement and such failure causes or directly threatens personal injury, property damage or harm to the environment, e.g., failure to properly install or operate the groundwater monitoring system.
- 3. For purposes of this Agreement, if WMW is insolvent, dissolved pursuant to court order, files for bankruptcy, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, that event could impair or frustrate WMW's performance of this Agreement. Therefore, it is agreed that the occurrence of those events shall constitute a substantive default under this Agreement, and if WMW cannot supply adequate assurances of future performance to the County within fifteen (15) days of the notice of such default, then the County may select any of the remedies identified in Subsection D.
- 4. For purposes of this Agreement, WMW's failure to pay the host fee, as provided for in Section XVII above, shall be deemed a Substantive Default.

B. Opportunity to Cure - In the event of either a Substantive or a Procedural Default, the defaulting Party shall have fifteen (15) days from the date of written notice by the other Party to commence cure of or remedy the default. The time provided to cure under this section may be extended for a reasonable time upon approval of the other Party.

C. Emergency - In situations where the County or the Health Department reasonably determine that immediate action is required to protect the public health, safety and welfare and therefore that an emergency exists, WMW or the Operator shall be required to



immediately cure the default and the opportunity to cure provision of Subsection B above shall not apply.

D. Remedies

1. If the Procedural Default is not remedied within fifteen (15) days, the County or the Health Department, whichever entity has jurisdiction of the subject matter pursuant to this Agreement, may assess monetary penalty against WMW or the Operator in the amount of Five Hundred Dollars (\$500) per day for each additional day that WMW or the Operator fails to cure the Procedural Default. If WMW or the Operator fails to cure the Procedural Default after incurring thirty (30) days of such monetary penalties, the agency with jurisdiction may elect to treat the Procedural Default as a Substantive Default.
2. If the Substantive Default is not remedied within fifteen (15) days, the agency with jurisdiction may, at its option, choose one of the following remedies, including all reasonable costs and attorneys fees to seek such remedy:
 - a. seek the judicial remedy of specific performance;
 - b. seek actual damages for personal injury, property damage or harm to the environment;
 - c. require closure of the facility or the applicable portions of the facility;
 - d. declare this Agreement terminated and the applicable permits under its jurisdiction suspended or revoked.
3. Remedies for Procedural Default and Substantive Default during the construction and operation of the County Landfill shall be specified in an Operating Agreement, as defined in Section III.C.6.
4. Nothing in this selection of remedies section shall be deemed to affect any individual actions or remedies that may be available to individuals or individual property owners asserting damage arising out of the construction or operation of the Landfill.
5. Nothing in this remedy section shall be interpreted to prevent a Party from seeking adequate performance and/or damages as more fully provided in Section XVIII above.

- E. Uncontrollable Circumstances - The occurrence of uncontrollable circumstances shall excuse and suspend during its duration the obligations of WMW or the County to perform an obligation or comply with a condition or requirement of this Agreement; provided, however, that depending on the uncontrollable circumstances, WMW or the Operator may be required to take such actions that are reasonably necessary to protect the public health, safety and welfare and will be precluded from further construction or operation at the site or from receiving any of the benefits under the terms of this Agreement until the



uncontrollable circumstance has ended. "Uncontrollable Circumstances" means any act, event or condition, (including a labor strike, work stoppage or slowdown that cannot be remedied with reasonably available alternative work forces) that has a material adverse effect on the rights or the obligations of a Party under this Agreement, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition or requirement of such Party under this Agreement. such acts or events shall include, but not limited to, the following:

1. an act of God (except normal weather conditions for Adams County), hurricane, volcanic eruption, tornado, epidemic, landslide, lightning, earthquake, fire or explosion (provided such explosion or fire is not caused by WMW or the County), flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence;
2. exercise of the power of condemnation or other taking by any governmental body;
3. the order, or injunction or judgment of any federal, state, or local court, administrative agency or governmental body or officer with jurisdiction in the County, affecting the construction or operation of the Landfill or the right or the ability of WMW or the Operator to receive solid waste at the Landfill, provided, however, that such order or judgment shall not arise in connection with or be caused by the negligent or willful action or inaction of the Party relying thereon;
4. the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval, provided, however, that such suspension, termination, or denial shall not arise in connection with or be caused by the negligent or willful action or inaction of the Party relying thereon;
5. a labor strike, work stoppage or work slowdown beyond the reasonable control of the Party relying thereon and provided that substitute labor cannot reasonably be obtained; a Party whose performance is affected by any such event shall give written notice to the other Party as soon as it is reasonably practicable and further shall attempt diligently to remove such condition;
6. A Party not performing its obligations under this Agreement because of an uncontrollable circumstance shall not be entitled to the benefits of this Agreement (such as the right to receive solid waste or the right to receive the host fee) until such obligations are performed or some reasonable substitution is agreed.

F. Provisions that Survive Termination. In the event this Agreement is terminated pursuant to operation of any of the provisions of this Agreement, the following provisions shall expressly survive termination:

1. the closure requirements of Section XI.
2. the indemnification provisions of Section XVIII.



3. the assignment provisions of Section XXII.
4. the compliance with applicable law provisions of Section III.
5. the free disposal of County Authorized Solid Waste of Section XIII.

XXI. CORRESPONDENCE AND NOTICE

A. Notice. All notices or communications provided for by this Agreement must be in writing, and may either be delivered personally, by certified mail, by express delivery service, or facsimile transmission, return receipt requested. Such notices shall be deemed delivered on the date of receipt, as evidenced by the return receipt or the equivalent (e.g., date stamp of recipient, proof of facsimile transmission). Either Party shall have the right to designate a new address for the receipt of notices by giving written notice, but notwithstanding the foregoing, such notice of a new address shall not be effective until actually received by the other Parties. All notices or communications shall be given to the Parties at their addresses set forth below:

County: Adams County Commissioners
 210 W. Broadway
 Ritzville, WA 99169

with a copy to: Adams County Health Department
 425 E. Main, Suite 700
 Othello, WA 99169

with add'l copy to: Adams County Public Works
 210 W. Alder
 Ritzville, WA 99169

WMW: Calvin R. Palmer
 Vice President
 Waste Management of Washington, Inc.
 801 Second Avenue, Suite 614
 Seattle, WA 98104

with a copy to: Waste Management
 Attention: Western Group General Counsel
 7025 N Scottsdale Road, Suite 200
 Scottsdale, AZ 85253

XXII. ASSIGNMENT



- A. No assignment of any of the rights or obligations of this Agreement is allowed without written approval of Commissioners, provided WMW can assign its rights and obligations without Commissioner approval under the following circumstances: (1) to another entity that owns in excess of 50% of WMW; (2) to another entity that is at least 50% owned by the same entity that owns in excess of 50% of WMW; or (3) to an entity that is owned in excess of 50% by WMW. Provided further that all of the financial obligations of the parent company (WMI) cannot be assigned to any entity without County approval that the proposed assignee has sufficient assets to satisfy the obligations or this Agreement.
- B. The County will not unreasonably withhold its approval of an assignment if WMW provides sufficient assurance of comparable security.

XXIII. GENERAL PROVISIONS

- A. State Law. This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Washington. Venue is to be in Adams County, or an adjacent county.
- B. Compliance with Law.
 - 1. General. In performing each and every part of this Agreement, WMW and the Operator, its officers, employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances, building codes, orders and all other requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the Project and WMW and Operator shall accordingly obtain all licenses and permits required by law. The latter requirements of law include, but are not limited to, all applicable statutes, regulations and orders concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning requirements and prohibitions, permits, fees and similar subjects. The County shall have the right to inspect copies of all correspondence or any other public documents sent to or from WMW, its officers, employees, agents or subcontractors to any government agency, federal, state, regional, county or local, relative to any and all of the requirements of law relating to this Agreement. The requirements of this section shall survive the expiration of the Agreement.
 - 2. Environmental Compliance. WMW and the Operator shall further construct and operate the Landfill in compliance with any applicable local, state or federal law or regulation for the protection of human health or the environment or natural resources which is now or which may be at any time in effect, including, but not limited to, all federal, state and local laws and regulations relating to the handling, treatment and disposal of hazardous or dangerous materials or wastes.



3. **Public Procurement Compliance.** To the extent necessary to comply with the law, this Agreement shall be interpreted and performed in compliance with the state's public procurement processes. WMW's obligations under this Agreement, including the firm offer outlined in Subsections XIII.A, .B, and .C will remain open until the County completes any required procurement processes to decide how to dispose of the County's Solid Waste.

- C. **Comprehensive Solid Waste Management Plan Updates.** Each required renewal of the Operating Permit shall be in conformance with the county's comprehensive solid waste management plan as may be hereafter amended, to the extent required by then applicable law.

- D. **Time of the Essence.** Time limits stated in this Agreement are of the essence. No waiver of the Agreement time limits is to be construed by either Party's failure to object to untimely performance under the Agreement. In any event, any waiver of such time limits shall not be construed as a waiver of any future time limits.

- E. **Accounting Systems.** WMW shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and material supplied in connection with this Agreement. WMW's accounts and records covering the charges and reporting requirements that are addressed in this Agreement shall be open to inspection for any reasonable purpose by the County, the Health Department and the State of Washington at all reasonable times and shall be retained by WMW for a time period sufficient to cover expiration of all applicable statutes of limitation. The County shall have the right to inspect and copy all records and documents, to interview any persons, and to review any evidence in WMW's possession or control which may assist the County in determining what amounts are owed to the County.

- F. **Severability.** Except as set forth below, if any term or provision of this Agreement or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law; provided, that the Parties shall negotiate in good faith regarding any amendment to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable; and Provided further that the Parties expressly agree that the Host Fee provisions of Section XVII above shall be deemed a material term of this Agreement. If the Host Fee is held invalid or unenforceable, then, at the Commissioners' sole discretion, WMW's right to continue construction and/or operation of the Landfill shall immediately cease until the Parties can reach agreement on an appropriate and enforceable amendment to this Agreement to satisfy the requirements of the host fee provisions.



- G. No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.
- H. Independent Contractor/No Joint Venture. The Parties shall perform all work under this Agreement as independent contractors. Neither Party is not now nor will it ever be considered an employee, agent or servant of the other Party for any purposes under this Agreement or otherwise. No subcontractors, employees or agents of either Party are or shall be considered employees, agents, subagents or servants of the other Party for any purposes under this Agreement or otherwise. Nothing in this Agreement shall be construed to create a partnership or joint venture between the County and WMW.
- I. Headings. Any headings to articles, sections or paragraphs are not part of the terms of this Agreement and shall not be interpreted as such.
- J. Attorneys' Fees. If any legal action is necessary to enforce the provisions of this Agreement, the prevailing Party shall be entitled to its reasonable costs and attorneys fees, including those on appeal, in addition to any other relief to which it may otherwise be entitled.
- K. Binding Effect/Amendment. This Agreement is complete and binding upon all Parties and may only be amended in writing, signed by both Parties. The County may amend this Agreement without also requiring an amendment to the Unclassified Use Permit unless the Commissioners determine, in their discretion, that the proposed amendment constitutes a substantial change in a material provision of the unclassified use permit that requires public notice and hearing as provided in Section III.D.3 of this Agreement
- L. Construction. The terms of this Agreement have been fully negotiated by both Parties and there shall be no presumption of construction or interpretation for or against either Party as drafter.

XXIV. EFFECTIVE DATE

- A. This Amended Mitigation Agreement shall be effective November 30, 2007 (the "Effective Date").
- B. This Amended Mitigation Agreement amends, restates, and replaces the 1994 Mitigation Agreement, as amended. Upon the Effective Date, this Amended Mitigation Agreement shall replace the 1994 Mitigation Agreement in its entirety.

XXV. SIGNATURE EXECUTION



Parties warrant and represent that they have the authority to enter into and sign this permit/agreement and that such signatures are binding upon their companies and/or County.

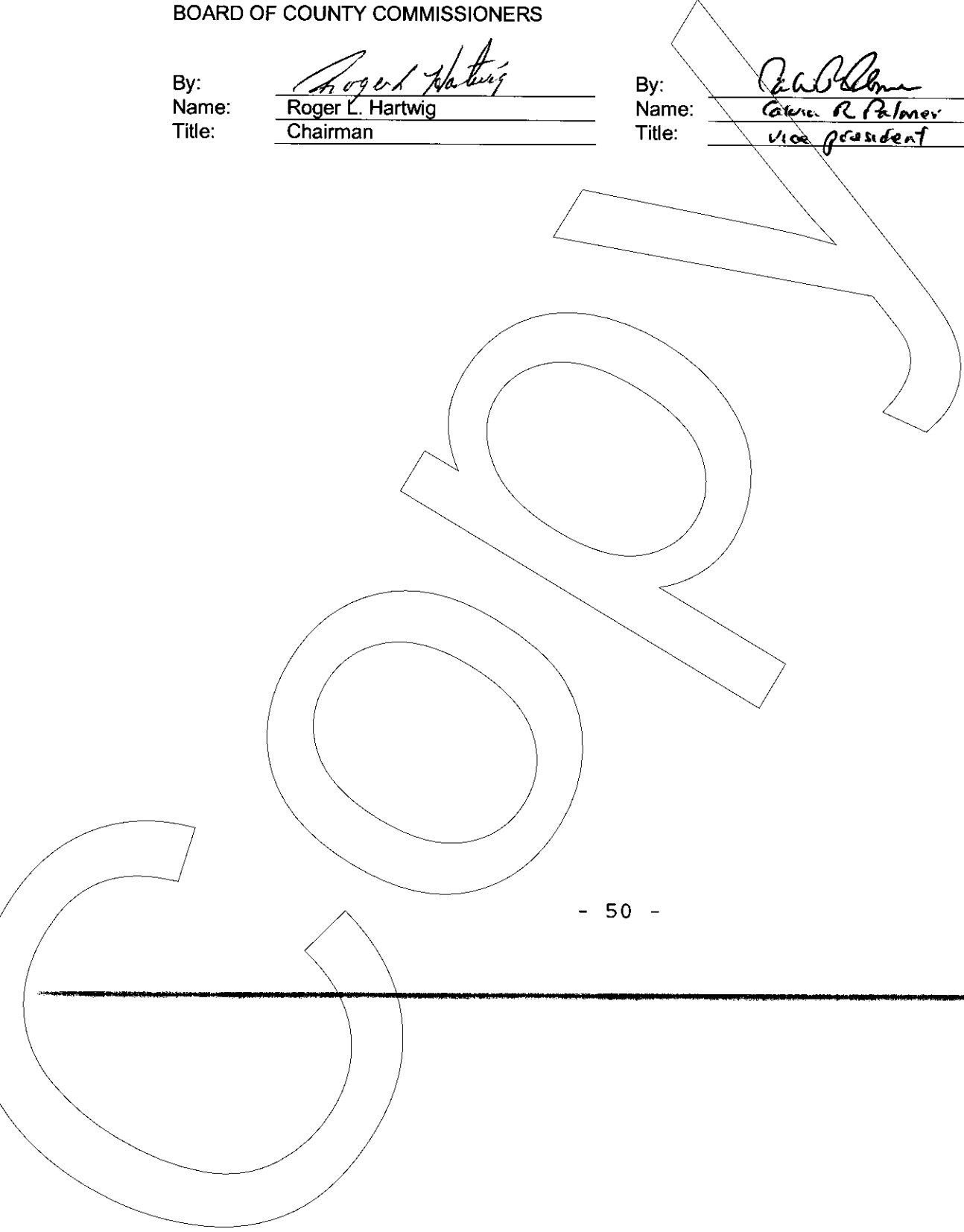
ADAMS COUNTY, a Washington Municipal Corporation

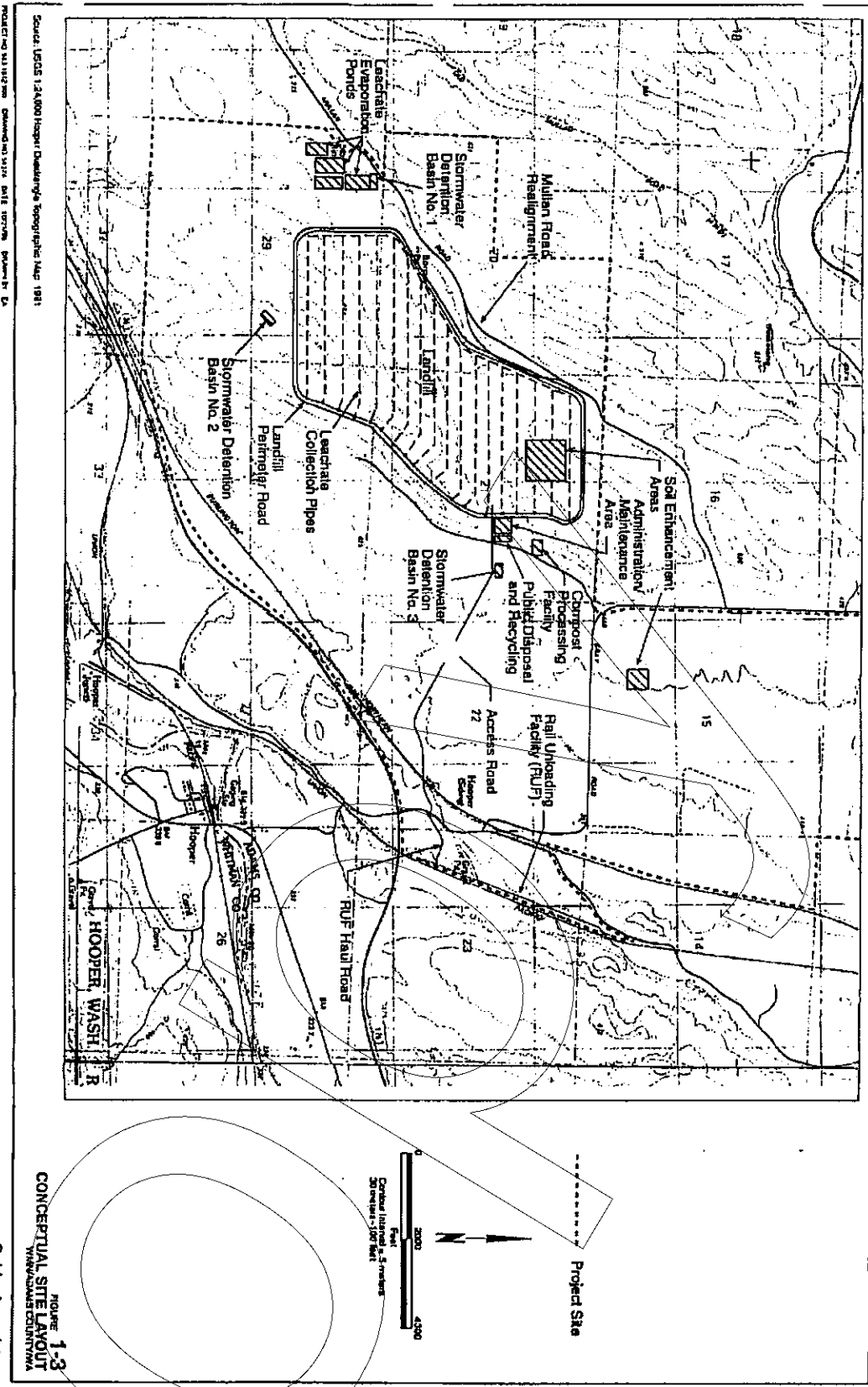
WASTE MANAGEMENT OF WASHINGTON, a Washington corporation

BOARD OF COUNTY COMMISSIONERS

By: *Roger L. Hartwig*
Name: Roger L. Hartwig
Title: Chairman

By: *G. R. Palmer*
Name: G. R. Palmer
Title: vice president



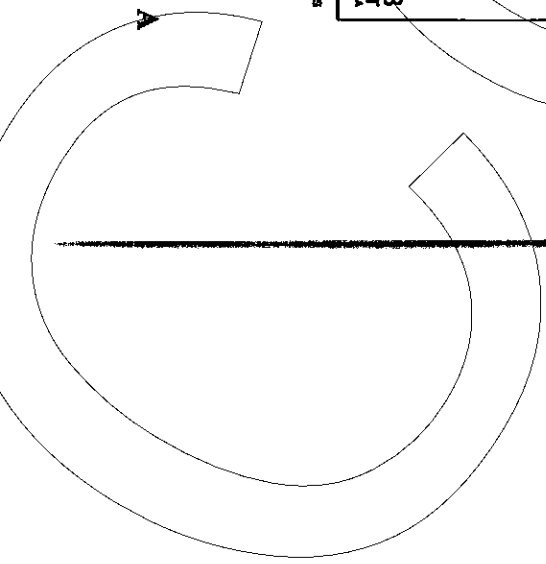


Source: USGS 1:24,000 Topographic Quadrangle Topographic Map 1981
 PROJECTING UTM 18Q UTM Zone 18Q
 DATUM: NAD 83
 ELEVATION: Feet
 SCALE: 1:24,000

FIGURE 1-3
 CONCEPTUAL SITE LAYOUT
 WWW.ADCOM.UTM.WVA

Golder Associates

EXHIBIT A





**EXHIBIT B
AMENDED AND RESTATED
ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT**

Operating Agreement Bullet Points

Size of County Landfill

- 13.29 acres (which shall include site of active waste cell) as depicted on Exhibit C and a defined area around the leachate pond, stormwater detention, building, and other operating needs will constitute the "County Landfill Area"
- Cell #1 will be built with a minimum of two (2) years capacity and will be available for filling prior to June 30, 2011
- Cell #2 will be built and available for filling prior to December 31, 2015 or the date Cell #1 is full; however, such date may be modified earlier or later through the bi-party review and assessment process defined below
- The combined sizes of Cells #1 and #2 will create ten years of landfill capacity for Adams County
- Additional cells shall be constructed no later than six (6) months in advance of expected need and must be authorized for filling by the County Health Department and Department of Ecology no later than ninety (90) days in advance of expected need

Permits and Landfill Plans

- The Operating Agreement shall specify the party that holds each necessary permit and designate which party is responsible for obligations under the permits
- Any updates to permits must be approved by the County
- All updates to closure plans shall be done through collaboration of WMW and the County

County's Operation of County Landfill

- County must operate the County Landfill in accordance with MFS for operations and the Mitigation Agreement and consistent with industry standards for Subtitle D landfills, including updates to MFS operating guidelines and industry standards over time
- County agrees to bear costs of operating the County Landfill, including costs associated with: monitoring water and gas; maintenance of County Landfill Area; recordkeeping per state requirements; insurance (per the requirements of the Mitigation Agreement); and the County's operating permit
- WMW agrees to work with Adams County to prepare and process the County's operating permits

WMW's Construction of the County Landfill

- WMW will enclose the entire County Landfill Area with chain-link fencing
- Stormwater:
 - The 100-year, 24-hour storm must be detained on-site for entire life of County Landfill
 - Stormwater systems must be designed to ensure that the existing stormwater conveyance, i.e. dry-release gully, is routed around the property
 - Pondered water may be reused for dust control
 - Stormwater may be recirculated into cell in prescribed fashion ending Department of Ecology's revision to WAC 173-351
- WMW will construct a water supply well not to exceed 5000 gpd (exempt well)
- WMW will construct a small building for employees (min. 120 sq ft), which may be prefabricated, and provide a vault-style toilet
- WMW will provide electricity for employee building and pumping of leachate pond
- For each cell constructed, WMW, at its sole cost and expense, will hire a consultant mutually agreed to by the County Health Department, to test 100% of the liner using a conductivity method. WMW agrees to make any repairs necessary to the liners to ensure there are no leaks
- WMW must meet both MFS and requirements contained in the Mitigation Agreement for construction and industry standards for Subtitle D landfills

Equipment

- The condition of all equipment described below must be approved by Adams County prior to acceptance
- Once accepted by Adams County, all equipment becomes the property of Adams County. Adams County will assume all operations and maintenance costs as well as replacement of equipment once its useable life has expired
- WMW agrees to provide the following Landfill Operating Equipment:
 - One (1) 950 Cat wheel loader or equivalent in good condition, late model, and low hours, including any applicable warranties
 - One (1) 826 Cat landfill compactor or equivalent in good condition, late model, and low hours, including any applicable warranties
- WMW agrees to provide the following Transfer Facility Equipment, provided WMW did not already pay the Settlement Agreement accrual balance in 2011 as described in Section II of the Mitigation Agreement:
 - Two (2) drop axle tractors in good condition, late model, and low hours, including any applicable warranties



- Five (5) walking floor trailers, length – 53 feet, height to be approved by Adams County, in good condition, late model, and low hours, including any applicable warranties

Review & Dispute Resolution Process

- Either party may request a conference regarding the Landfill construction and/or operations and parties will agree to schedule a conference as quickly as necessary depending on the item to be discussed
- Parties shall independently review status of Landfill and its associated agreements every five (5) years and provide, in writing, party's continued intent to be bound by the Landfill agreements
- If a dispute arises under the Landfill agreements, the Parties agree to first mediate any such dispute and, if mediation fails to resolve the dispute, submit claims to final and binding arbitration
- In the event of mediation or arbitration, the Parties agree that the standard of care is "standards in the industry for comparable-sized operations"
- Parties shall meet and confer at a minimum of every year to discuss any issues with Landfill operation and construction or other Landfill-related issues

Remedies

- Parties agree to include and specify remedies for Procedural and Substantive Default during construction and operation of the County Landfill

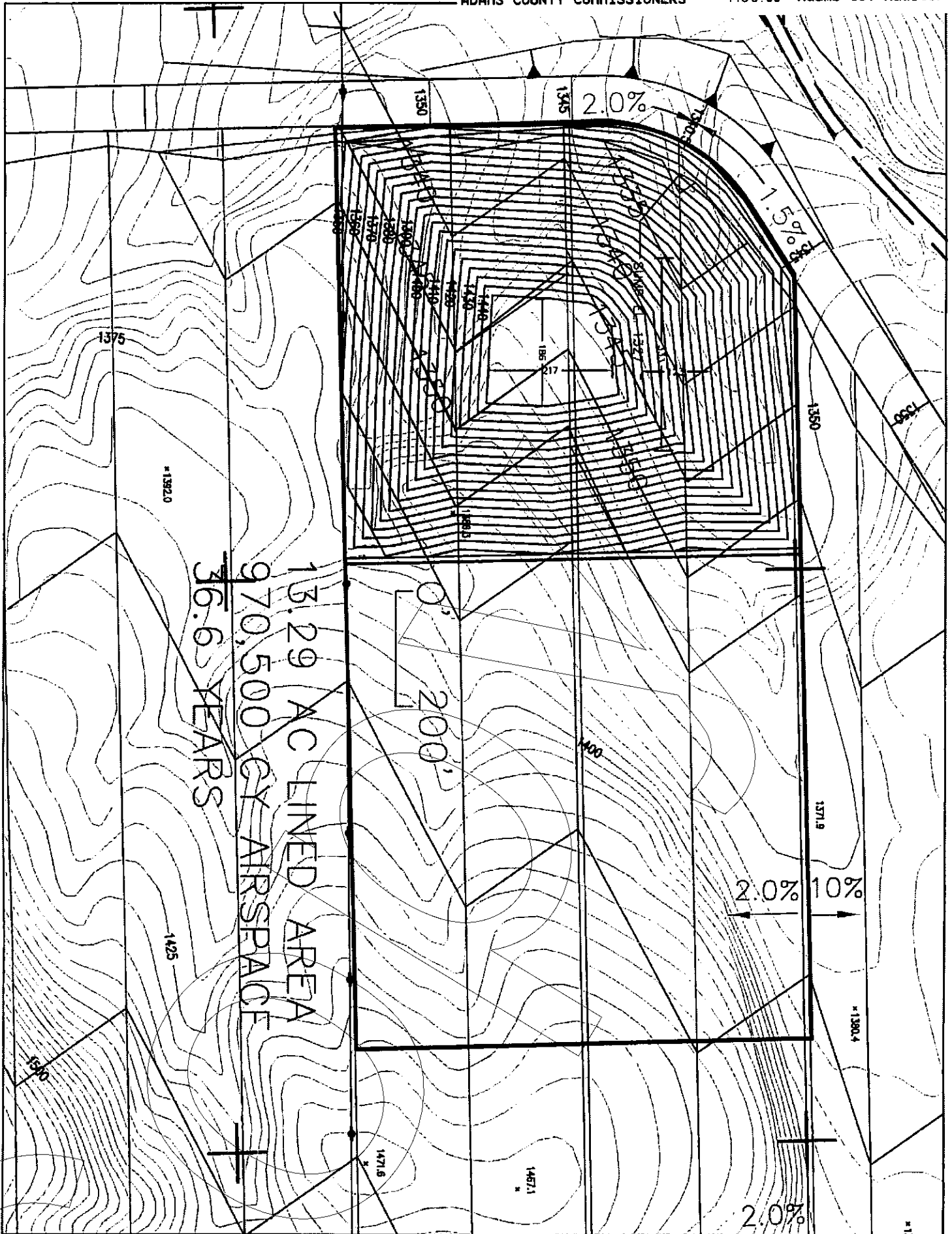


EXHIBIT C



RESOLUTION NO. R-04-2011

**ORDER OF BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON**

**IN THE MATTER OF THE CONTRACT BETWEEN ADAMS COUNTY, WASTE MANAGEMENT OF
WASHINGTON, INC AND WASTE MANAGEMENT DISPOSAL SERVICES OF OREGON, INC FOR
SOLID WASTE DISPOSAL SERVICES**

WHEREAS, on or about June 26, 2006, Adams County entered into a contract with Regional Disposal Company (RDC) for transport and disposal of the County's municipal solid waste. That contract terminates 5 years from the date County solid waste is first accepted at the RDC landfill, i.e., on or about June 30, 2011, unless renewed or sooner terminated by the County pursuant to the terms of that agreement;

WHEREAS, on or about November 30, 2007, Adams County (County) and Waste Management of Washington, Inc (WMW) executed the *Amended and Restated Adams County Unclassified Use Permit Mitigation Agreement* (the "Mitigation Agreement"), which, among other provisions, includes a "Solid Waste Disposal Offer" whereby WMW agreed to offer to provide free solid waste disposal at Waste Management Disposal Services of Oregon, Inc's (WMDSO) Columbia Ridge Landfill and Recycling Facility or another mutually agreeable landfill facility owned and/or operated by a subsidiary of Waste Management, Inc. after the expiration of the County's current solid waste disposal contract on June 30, 2011;

WHEREAS, on or about October 25, 2010, WMW submitted a letter to the County offering to honor the commitment contained in the Mitigation Agreement to provide solid waste disposal services at the WMDSO Columbia Ridge Landfill and Recycling Facility, consistent with the provisions of the Mitigation Agreement, including, among other provisions, free disposal of authorized municipal solid waste (the WMW Disposal Offer);

WHEREAS, the County has evaluated the WMW Disposal Offer, as compared to the disposal costs that would be associated with other disposal options, including the County's right to renew the disposal contract with RDC, pursuant to the provisions of the existing contract with RDC and determined that the WMW Disposal Offer provides the best and most cost-effective alternative for disposal of the County's municipal solid waste, and

WHEREAS, the County has determined that acceptance of the solid waste disposal services provided for in the WMW Disposal Offer is consistent with the terms and provisions of the Mitigation Agreement, implements that Mitigation Agreement and, as such, falls within the scope of the environmental review that was completed in 2007 for review and adoption of the Mitigation Agreement.

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

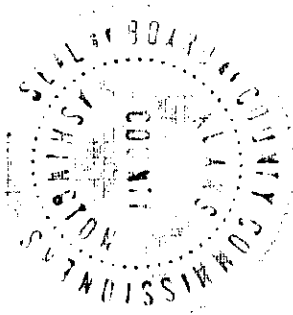


Page 2
Resolution No. R-04-2011
Adams County
Waste Management of Washington
Waste Management Disposal Services of Oregon

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Adams County Commissioners do hereby approve the Solid Waste Disposal Agreement attached to this Resolution as Attachment 1 and authorize the same to be executed.

DATED this 18th day of January, 2011.



BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON

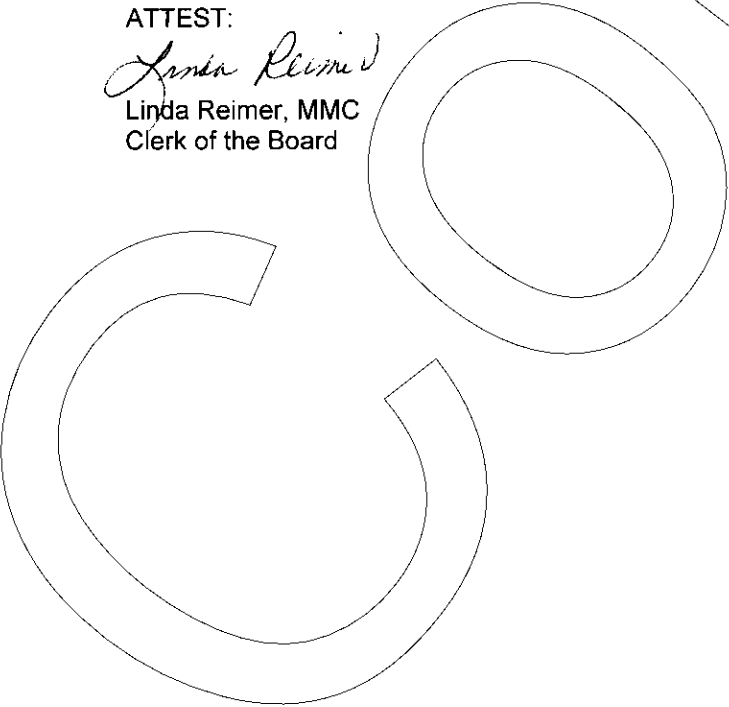
Jeffrey W. Stevens
Jeffrey W. Stevens, Chairman

Rudy Plager
Rudy Plager, Vice-Chairman

Roger L. Hartwig
Roger L. Hartwig, Commissioner

ATTEST:

Linda Reimer
Linda Reimer, MMC
Clerk of the Board





SOLID WASTE DISPOSAL AGREEMENT

This SOLID WASTE DISPOSAL AGREEMENT ("Agreement") is made and entered into between and among WASTE MANAGEMENT OF WASHINGTON, INC. ("WMW"), WASTE MANAGEMENT DISPOSAL SERVICES OF OREGON, INC. ("WMDSO"), and ADAMS COUNTY ("County"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the "Effective Date"), as evidenced by the signatures below.

RECITALS

WHEREAS WMW owns real property located in Adams County, Washington that has been permitted for the development of a solid waste landfill (the "Adams County Landfill");

WHEREAS, on February 22, 1994, the Board of County Commissioners for Adams County approved an unclassified use permit for WMW to construct and operate the Adams County Landfill and also executed with WMW the *Adams County Unclassified Use Permit Mitigation Agreement* (the "1994 Mitigation Agreement") governing the rights and responsibilities of the County and WMW with respect to the Adams County Landfill;

WHEREAS, the 1994 Mitigation Agreement provided for, among other provisions, periodic renewals of the Unclassified Use Permit and for disposal of Adams County waste when the Adams County Landfill was constructed;

WHEREAS on or about November 30, 2007, the Parties agreed to amend the 1994 Mitigation Agreement in order to maintain the option for future construction and operation of the Adams County Landfill without continuing the requirement for periodic review and renewal, and to allow the County to reduce its solid waste disposal costs potentially prior to and even if the Adams County Landfill is not constructed by providing for disposal of the County's solid waste at an alternative WMW facility even if the Adams County Landfill is not constructed;

WHEREAS, on or about November 30, 2007, the Parties executed the *Amended and Restated Adams County Unclassified Use Permit Mitigation Agreement* (the "Mitigation Agreement"), a copy of which is attached to this Agreement as **Exhibit A**, which, among other provisions, includes a "Solid Waste Disposal Offer" whereby WMW agreed to offer to provide free solid waste disposal at WMDSO's Columbia Ridge Landfill and Recycling Facility or another mutually agreeable landfill facility owned and/or operated by a subsidiary of Waste Management, Inc. after the expiration of the County's current solid waste disposal contract on June 30, 2011;

WHEREAS WMW has not decided to proceed with the development, construction, and operation of the Adams County Landfill at this time, but wishes to maintain the option for future construction and operation of the Adams County Landfill; and

WHEREAS, the Parties wish to execute this Agreement to set forth the terms and conditions governing the solid waste disposal services that WMW has agreed to provide pursuant to the Mitigation Agreement;



TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree, represent, and warrant as follows:

1. PURPOSE. The Parties agree that the purpose of this Agreement is to set forth the terms and conditions governing the solid waste disposal services that WMW has agreed to provide pursuant to the Mitigation Agreement, provided, however, that if a term or condition set forth herein directly conflicts with a term or condition in the Mitigation Agreement, the term or condition in the Mitigation Agreement shall control, unless otherwise agreed to in writing by the Parties. Except as expressly stated herein, nothing in this Agreement is intended to modify or should be interpreted as waiver or implied consent to amend County or WMW rights or obligations contained in the Mitigation Agreement.

2. TERM; TERMINATION. The Term of this Agreement shall commence on July 1, 2011 and shall continue in effect until the earliest of the following dates, as provided in Section II.E of the Mitigation Agreement:

2.1. Two (2) years after the date on which WMW provides written notice to the County that WMW has elected to abandon its right to construct the Regional Landfill, as defined in the Mitigation Agreement; or

2.2. The date upon which WMW provides written notice to the County that the Adams County Landfill has begun accepting Authorized Solid Waste for disposal, in which case, pursuant to the Mitigation Agreement, Adams County solid waste shall be accepted for disposal at the Adams County Landfill.

3. DEFINITIONS. The following definitions shall apply to this Agreement. Any term used not defined in this Agreement shall have the definition provided in the Mitigation Agreement, if such term is defined therein.

3.1. "Acceptable Waste" means Authorized Waste Materials that are permitted for disposal or other management at the Landfill under all laws, regulations and permits. "Acceptable Waste" does not include Hazardous Waste and any other radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste, substance or material, as defined by or listed or characterized under applicable federal, state, or local laws or regulations and which are not permitted for disposal or other managements at the Landfill.

3.2. "Authorized Waste Materials" means:

(a) Household wastes and commercial solid wastes, as defined in WAC 173-351-100, generated in Adams County;

(b) Household wastes and commercial solid wastes, as defined in WAC 173-351-100, generated outside of Adams County that are approved in advanced by WMW in writing for disposal at the Landfill;

(c) Household wastes and commercial solid wastes received by the County pursuant to the Interlocal Agreement for Solid Waste Services dated May 16, 2005, and as thereafter amended or replaced, between Lincoln County, Washington and Adams County, Washington, a copy of which is attached hereto as **Exhibit B**, provided, however, that any amendments or replacement



agreements shall not increase the types, sources, or quantities of wastes beyond those authorized for disposal under the May 16, 2005 Interlocal Agreement;

(d) Incidental quantities of Special Wastes, as defined below, generated within Adams County that are received at transfer stations owned and/or operated by Adams County or a municipality within Adams County; and

(e) Larger quantities of Special Wastes from commercial, industrial, construction, or environmental cleanups with the prior written agreement of the Parties, including agreement as to quantities, types, disposal rates, and, if agreed, payment of a fee to WMW.

3.3. "Special Waste" means industrial solid wastes, as defined in WAC 173-351-100, and other types of waste that can lawfully be disposed of in the Landfill, including industrial process wastes, properly packaged and labeled asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Delivery and disposal of Special Wastes at the Landfill as provided in Section 3.2(e) of the Mitigation Agreement shall require prior approval of WMDSO.

3.4. "Non-Conforming Waste" means all wastes other than Acceptable Waste, including but not limited to Hazardous Wastes and those solid wastes prohibited for disposal in Oregon under OAR 340-093-0040, which are:

(a) Used oil as defined in ORS 468.850(5), including liquid used oil and used oil purposely mixed with other materials for the purpose of disposal, but not including cleanup materials from incidental or accidental spills where the used oil spilled cannot feasibly be recovered as liquid oil;

(b) Discarded or abandoned vehicles;

(c) Discarded large metal-jacketed residential, commercial or industrial appliances such as refrigerators, washers, stoves and water heaters;

(d) Whole tires, except as provided in OAR 340-064-0052. Tires processed to meet the criteria in OAR 340-064-0052 may be landfilled. For purposes of this subsection, "tire" shall have the meaning given in OAR 340-064-0010(26);

(e) Lead-acid batteries.

(f) Solid wastes prohibited or restricted by the State of Washington.

3.5. "Hazardous Waste" means wastes that are defined as hazardous wastes under federal law, including the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq., and under comparable state laws and regulations, including Chapter 173-303 WAC.

3.6. "Landfill" means the Columbia Ridge Landfill and Recycling Center owned and operated by WMDSO, or such other mutually agreeable solid waste disposal facility owned and/or operated by a subsidiary of Waste Management, Inc.



4. SERVICES PROVIDED. WMDSO shall provide the County with disposal services ("Services") for County's Acceptable Waste delivered by the County, or its authorized agent, to the Landfill. County shall be responsible for transportation of the Acceptable Waste to the Landfill, including the cost thereof.

5. LIMITATION ON QUANTITIES. The Parties agree that the maximum annual amount of Acceptable Wastes shall not exceed 20,000 tons per calendar year. If, in the future, the quantity of the County's Acceptable Waste above approaches 20,000 tons per calendar year, the Parties also agree to amend the 20,000-ton annual limit to reasonably reflect the County's projected waste stream.

6. DISPOSAL RATES. As consideration for the Mitigation Agreement, WMW and WMDSO agree that the Services shall be provided at no cost to the County, except as otherwise specified herein or agreed to by the Parties. For example, WMDSO may charge for the disposal of larger quantities of Special Wastes identified under Section 3.2(e) above.

7. COUNTY WARRANTIES. County hereby represents and warrants that all waste material delivered by County to the Landfill shall be Acceptable Wastes and shall not be or contain any Nonconforming Waste. County represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the County's wastes. Without limiting the generality of the foregoing, County further represents and warrants that all transfer stations from which County's wastes are delivered shall have developed and are fully implementing, pursuant to WAC 173-350-310(5), programs for screening Hazardous Wastes and other Non-Conforming Wastes from the Acceptable Waste.

8. WMDSO WARRANTIES. WMDSO hereby represents and warrants that WMDSO is and shall continue to operate the Landfill consistent with all applicable federal, state and local laws, regulations and permit conditions, including, without limitation, obligations related to sureties, inspections, testing, reporting, closure and post-closure.

9. LIMITED LICENSE TO ENTER. County and its subcontractors shall have a limited license to enter the Landfill for the sole purpose of off-loading Acceptable Waste at an area designated, and in the manner directed, by WMDSO. County shall, and shall ensure that its subcontractors, comply with all rules and regulations of the Landfill. WMDSO may reject Acceptable Waste or deny County or its subcontractors entry to the Landfill in the event of County's or its subcontractors' failure to follow such rules and regulations.

10. INSPECTION; REJECTION OF WASTE. Title to and liability for Non-Conforming Waste shall remain with County at all times. WMDSO shall have the right to inspect, analyze or test any waste delivered by County. If County's waste is Nonconforming Waste, WMDSO can, at its option, reject Nonconforming Waste and return it to County or require County to remove and dispose of the Nonconforming Waste at County's expense. County shall indemnify, hold harmless, and pay or reimburse WMDSO for any and all costs, damages and/or fines incurred as a result of or relating to County's tender or delivery of Nonconforming Waste, including costs of inspection, testing, analysis, and remediation.

11. SPECIAL HANDLING; TITLE. If WMDSO elects to handle, rather than reject, Nonconforming Waste, WMDSO shall have the right to manage the same in the manner deemed most appropriate by WMDSO given the characteristics of the Nonconforming Waste. WMDSO may assess and County shall pay additional fees to reimburse WMW or WMDSO for costs that



are reasonably associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of County's Acceptable Waste shall transfer to WMDSO upon its acceptance of and physical control of such waste for disposal at the Landfill.

12. INDEMNIFICATION. Except as otherwise expressly set forth herein, the indemnification provisions set forth in Section XVIII of the Mitigation Agreement shall apply to this Agreement to the same extent they would apply at the Adams County Landfill.

13. SUCCESSORS AND ASSIGNS. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW or WMDSO may assign this Agreement to any subsidiary, parent or affiliated company without the County's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

14. FORCE MAJEURE AND BACKUP DISPOSAL FACILITY. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder. The provisions of this Section notwithstanding, if WMW and WMDSO are unable to accept County waste at the Landfill for disposal for a period in excess of 48 hours, WMW shall provide an alternative facility owned or operated by WMW or its affiliates for disposal of the County's waste under the same terms as this Agreement for such interim period of time as is necessary until County waste can again be accepted at the Columbia Ridge Landfill. WMW shall be responsible for all costs incurred by County to transport and dispose of its waste at an alternative facility that are in excess of the costs incurred by the County to transport its waste to the Columbia Ridge Landfill if WMW fails to provide a backup disposal option as provided for in this Section.

15. NOTICE. Any notice required or permitted hereunder shall be provided in accordance with Section XXI of the Mitigation Agreement, provided that notice shall be given to WMW as follows:

To WMW: Dean Kattler, Vice President
Waste Management of Washington, Inc.
13225 NE 126th Place
Kirkland, WA 98034



with a copy to: Waste Management
Attention: Western Group General Counsel
7025 N. Scottsdale Road, Suite 200
Scottsdale, AZ 85253

16. LEGAL FEES. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

17. RELATIONSHIP OF THE PARTIES. The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the Parties other than as independent contracting parties.

18. AMENDMENT. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

19. NO THIRD PARTY BENEFICIARIES. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. HEADINGS. The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

21. CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

22. SURVIVAL OF CLAIMS. Termination of this Agreement shall not relieve either Party of any claims against it that arise under this Agreement before the Agreement is terminated.

23. GOVERNING LAW AND VENUE. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in Adams County, or in an adjacent county.

24. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by any Party received via .pdf file or facsimile shall be treated as an original.

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom





* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

WASTE MANAGEMENT OF WASHINGTON, INC.

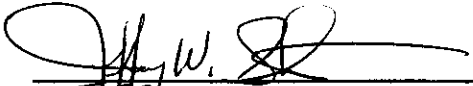
WASTE MANAGEMENT DISPOSAL SERVICES OF OREGON, INC.

By: 
Name: DENNY KATTLER
Title: AREA VP
Date: Jan 11, 2011

By: 
Name: DENNY KATTLER
Title: AREA VP
Date: Jan 11, 2011

ADAMS COUNTY, a Washington Municipal Corporation

BOARD OF COUNTY COMMISSIONERS

By: 
Name: Jeffrey W. STEVENS
Title: Chair
Date: 1-18-11

Attachments

Exhibit A: Amended and Restated Adams County Unclassified Use Permit Mitigation Agreement (Nov. 30, 2007)

Exhibit B: Interlocal Agreement for Solid Waste Services dated May 16, 2005 between Lincoln County, Washington and Adams County, Washington

Disposal Agreement - Adams County Final (January 4, 2011)



RESOLUTION NO. R-103-07

**ORDER OF BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON**

**IN THE MATTER OF THE AMENDMENT AND RESTATEMENT OF THE ADAMS
COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT DATED
FEBRUARY 22, 1994, BETWEEN ADAMS COUNTY, WASHINGTON AND WASTE
MANAGEMENT OF WASHINGTON**

WHEREAS, on August 8, 1991, Waste Management of Washington ("WMW") submitted an application to the Board of County Commissioners for Adams County (the "Commissioners") for an unclassified use permit to allow for the construction and operation of a regional solid waste landfill on property located in the southeastern part of Adams County (the "Regional Landfill");

WHEREAS, a Draft Environmental Impact Statement for the Landfill was issued by Adams County on March 18, 1992, and a Final Environmental Impact Statement was issued on August 9, 1993, and an Addendum to the County's Final Environmental Impact Statement was also adopted by the Health District. All impact statements were issued in compliance with the requirements of RCW 43.21C and Adams County Code 18.04;

WHEREAS, on February 22, 1994, the Commissioners approved an Unclassified Use Permit ("UUP") for WMW to construct the Regional Landfill and executed a Mitigation Agreement with WMW governing the rights and responsibilities of the County and WMW with respect to the Landfill ("Mitigation Agreement"); and,

WHEREAS, WMW and Adams County entered into a certain Settlement Agreement dated January 6, 1994, as amended by the First Amendment dated July 1, 1999 (collectively, the "Settlement Agreement"), to settle a dispute related to WMW's use of the Adams County Bruce Landfill as a backup facility in WMW's 1990 bid for disposal of the City of Seattle's solid waste at the Columbia Ridge Landfill in Gilliam County, Oregon;

WHEREAS, the Settlement Agreement provides for WMW to pay Adams County \$.125 for every ton of solid waste that is transported from the City of Seattle and disposed of at the Columbia Ridge Landfill and such payments shall continue unless or until WMW elects to permanently abandon plans to site, construct and operate a regional landfill in the County;

WHEREAS, the First Amendment to the Settlement Agreement provides for WMW to pay \$30,000 per year of the total amount owed to the County and to accrue the balance owed under the Settlement Agreement, such balance is to be paid to the County at such time as WMW commences operation of the Regional Landfill in Adams County and provides

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom



that WMW shall not owe the County the accrued balance if WMW elects to abandon any plans to open the Regional Landfill;

WHEREAS, on May 19, 1997, the Adams County Health District, after public review and consultation with the Washington State Department of Ecology, Adams County, and other agencies, issued a "Full Permit for Municipal Solid Waste Landfilling, ("Full Permit") to WMW authorizing construction of the Landfill, with a ten-year term expiring on May 31, 2007;

WHEREAS, Section II.B.2 and 3 of the 1994 Mitigation Agreement required that WMW commence construction of the Landfill within two years of obtaining the Full Permit from the Health District and commence operation of the Landfill within four years of such date.

WHEREAS, Section XXII.K of the 1994 Mitigation Agreement provides that it may be amended in a writing signed by the County and WMW and that the County may amend the 1994 Mitigation Agreement without also requiring an amendment to the Unclassified Use Permit unless the Commissioners determine, in their discretion, that the proposed amendment constitutes a substantial change in a material provision of the Unclassified Use Permit that requires public notice and hearing as provided in Adams County Municipal Code Chapter 17.72;

WHEREAS, on June 28, 1999, the County passed Resolution No. R-60-99 which approved an amendment to the Mitigation Agreement extending the date for commencing construction at the Landfill to May 31, 2007 and the date for commencing operation at the Landfill to May 31, 2009;

WHEREAS, on February 16, 2007, WMW submitted a request for renewal of the Unclassified Use Permit, extension of implementation dates and modification of the Mitigation and Settlement Agreements, asking to extend the date for construction and implementation for an additional ten years (until May 31, 2017 and May 31, 2019, respectively) and submitted a corresponding request to the Health Department to renew the Full Permit for a similar ten-year period;

WHEREAS, on March 28, 2007, the Adams County Technical Advisory Committee ("TAC") sent a letter to WMW requesting additional information to allow the TAC to complete its evaluation and recommendation regarding WMW's request to extend the term of the Unclassified Use Permit;

WHEREAS, on April 6, 2007, WMW submitted additional information to the County;



WHEREAS, on April 27, 2007, WMW submitted a written Unclassified Use Permit/Mitigation Agreement Extension request to the County, asking to extend the dates for commencement of construction for 6 months (until October 31, 2007) to provide additional time for the County and WMW to consider revisions to the Mitigation Agreement to extend the deadlines for construction and operation, noting that the County and WMW have both been diligently pursuing the information and negotiations necessary to consider that extension;

WHEREAS, on May 9, 2007, the Adams County Health Department issued a one-year renewal of the Full Permit, with a condition that requires WMW to obtain and comply with all of the terms of any extension of the Unclassified Use Permit and Mitigation Agreement;

WHEREAS, on May 29, 2007, the County passed Resolution No. R-43-07, which approved (a) a three-month extension of the project implementation schedule in the Unclassified Use Permit; and (b) an amendment to the Mitigation Agreement extending the date for commencing construction at the Landfill to August 31, 2007 to allow the TAC and WMW to continue to negotiate appropriate terms pursuant to which the County could agree to extend the time frame to commence construction and operation of the Regional Landfill;

WHEREAS, on August 27, 2007, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Land until November 30, 2007;

WHEREAS, WMW and the County are interested in amending the Settlement Agreement in order to maintain the option for future construction and operation of the Adams County Regional Landfill, consistent with the provisions of the Settlement Agreement and the Unclassified Use Permit;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow the County to reduce its solid waste disposal costs potentially prior to and even if the Landfill is not constructed;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow for the phased construction of the Landfill, by WMW constructing and the County operating a landfill (the "County Landfill") that is substantially smaller than the Regional Landfill for managing municipal solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of



Adams County, and will apply appropriate mitigation from the Mitigation Agreement to each phase of the Landfill development;

WHEREAS, Adams County Code does not require that an Unclassified Use Permit must have an expiration date;

WHEREAS, WMW is willing to offer certain County solid waste disposal mitigation options prior to construction of the Regional Landfill in consideration for the County's agreement that the Unclassified Use Permit will not lapse even if construction of the Regional Landfill does not commence prior to the dates specified in the Mitigation Agreement, as amended, to address certain terms of the Mitigation Agreement related to County solid waste mitigation;

WHEREAS, WMW and the County agree that certain provisions of the 1994 Mitigation Agreement have either already been satisfied, or are no longer necessary and appropriate to mitigate impacts from the County Landfill or the Regional Landfill, or that certain of the mitigation measures in the Mitigation Agreement should only be required upon construction and operation of the Regional Landfill, as opposed to the smaller County Landfill and, therefore, the parties are desirous of making certain amendments to the Mitigation Agreement to reflect this;

WHEREAS, on November 13, 2007, the County issued a Notice of Adoption and Addendum to the Final Environmental Impact Statement for the proposed actions contained in this Amended and Restated Unclassified Use Permit Mitigation Agreement, finding no probable significant adverse impacts associated with the changes proposed to the Mitigation Agreement and the duration of the unclassified use permit;

WHEREAS, on November 15, 2007 the County published this Notice of Adoption and Addendum to the Final Environmental Impact Statement ("FEIS") and mailed notice to recipients of the FEIS, Adams County municipalities, the Department of Ecology; and agencies with jurisdiction;

WHEREAS, on November 19, 2007, the Adams County Technical Advisory Committee (TAC), comprised of the County Planning designee, the County Public Works Director, and a County Health Department designee, recommended adoption of the Amended and Restated Unclassified Use Permit Mitigation Agreement to the Commissioners;

WHEREAS, on November 13, 2007, November 19, 2007, and November 26, 2007, the Commissioners discussed the proposed revisions to the Mitigation Agreement and provided opportunity for public comment; and

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

EXHIBIT A



WHEREAS, WMW and the County agree to amend the 1994 Mitigation Agreement consistent with the terms and conditions of this Amended and Restated Mitigation Agreement to eliminate the Unclassified Use Permit expiration provisions, to provide for certain County solid waste mitigation prior to construction of the Regional Landfill, and to allow for the phased construction and operation of a first phase County Landfill if the County and WMW elects to do so, and of the Regional Landfill, if WMW elects to do so.

NOW THEREFORE having considered the terms of this Amended and Restated Unclassified Use Permit Mitigation Agreement as a whole, the benefits of providing for certain County solid waste mitigation prior to construction of the Regional Landfill, and the efficiencies in eliminating the Unclassified Use Permit expiration provisions;

NOW THEREFORE BE IT HEREBY RESOLVED that the Adams County Commissioners find that the Amended and Restated Unclassified Use Permit Mitigation Agreement is warranted to make available certain benefits of providing for certain County solid waste mitigation prior to construction of the Regional Landfill, to allow for the phased construction and operation of the Landfill, and to eliminate the Unclassified Use Permit expiration provisions. The Commissioners find that this amendment and restatement of the Mitigation Agreement does not constitute a substantial change in a material provision of the Unclassified Use Permit because (a) allowing phased construction and operation of the Landfill does not change the environmental standards and conditions applicable to the facility; (b) all County and State standards applicable to the Landfill will continue to apply; (c) Adams County's Unclassified Use Permit Ordinance sets no time limits by which construction and operation must commence; (d) the Health Department has issued a one-year renewal of the Full Permit; and, (e) providing solid waste mitigation prior construction of the Regional Landfill is a benefit to Adams County; and,

BE IT FURTHER RESOLVED that the Adams County Commissioners do hereby approve the Amended and Restated Unclassified Use Permit Mitigation Agreement attached to this Resolution as Attachment 1 and authorize the same to be executed, and

BE IT FURTHER RESOLVED that the Adams County Commissioners do hereby agree to amend the Settlement Agreement dated January 6, 1994 and the First Amendment to the Settlement Agreement dated July 1, 1999 as provided for in the Amended and Restated Unclassified Use Permit Mitigation Agreement.

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

EXHIBIT A



DATED this 26th day of November, 2007.



BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON

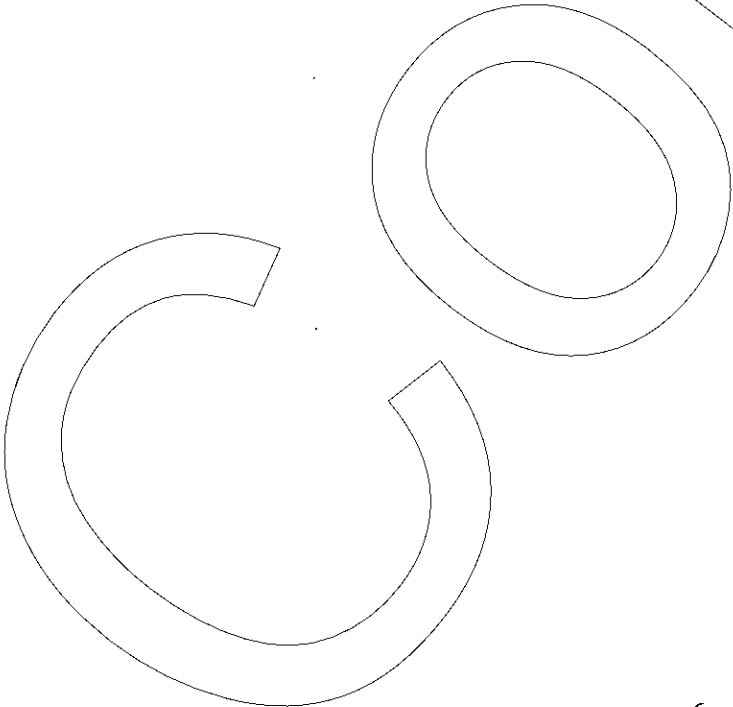
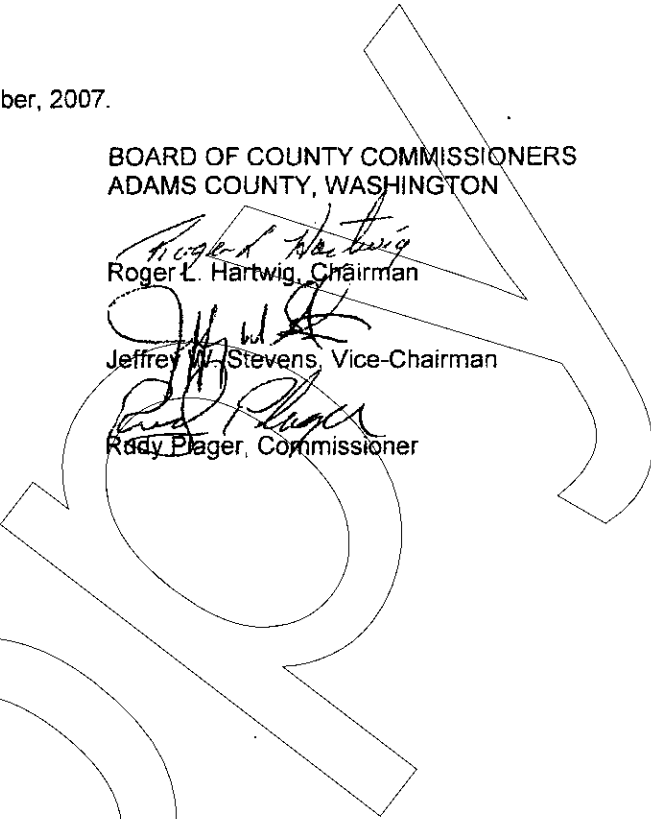
Roger L. Hartwig
Roger L. Hartwig, Chairman

Jeffrey W. Stevens
Jeffrey W. Stevens, Vice-Chairman

Rudy Plager
Rudy Plager, Commissioner

ATTEST:

Linda Reimer
Linda Reimer, MMC
Clerk of the Board





ATTACHMENT 1

**AMENDED AND RESTATED
ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT**

This AMENDED AND RESTATED ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT ("Amended Mitigation Agreement" or "Agreement") is entered into by and between Waste Management of Washington, a Washington corporation ("WMW"), and Adams County, a Washington municipal corporation, ("the County").

RECITALS

WHEREAS, on August 8, 1991 WMW submitted an application to the Board of County Commissioners for Adams County (the "Commissioners") for an unclassified use permit to allow for the construction and operation of a regional solid waste landfill on property located in the southeastern part of Adams County (the "Regional Landfill");

WHEREAS, on February 22, 1994, the Commissioners approved an unclassified use permit for WMW to construct and operate the Regional Landfill and also executed with WMW the *Adams County Unclassified Use Permit Mitigation Agreement* (the "1994 Mitigation Agreement") governing the rights and responsibilities of the County and WMW with respect to the Regional Landfill;

WHEREAS, WMW and Adams County entered into a certain Settlement Agreement dated January 6, 1994, as amended by the First Amendment dated July 1, 1999 (collectively, the "Settlement Agreement"), to settle a dispute related to WMW's use of the Adams County Bruce Landfill as a backup facility in WMW's 1990 bid for disposal of the City of Seattle's solid waste at the Columbia Ridge Landfill in Gilliam County, Oregon;

WHEREAS, the Settlement Agreement provides for WMW to pay Adams County \$.125 for every ton of solid waste that is transported from the City of Seattle and disposed of at the Columbia Ridge Landfill and such payments shall continue unless/until WMW elects to permanently abandon plans to site, construct and operate a regional landfill in the County;

WHEREAS, the First Amendment to the Settlement Agreement provides for WMW to pay \$30,000 per year of the total amount owed to the County and to accrue the balance owed under the Settlement Agreement, such balance is to be paid to the County at such time as WMW commences operation of the Regional Landfill in Adams County and provides that WMW shall not owe the County the accrued balance if WMW elects to abandon any plans to open a Regional Landfill in Adams County;

WHEREAS, Section XXII.K of the 1994 Mitigation Agreement provides that it may be amended in a writing signed by the County and WMW and that the County may amend the 1994 Mitigation Agreement without also requiring an amendment to the Unclassified Use Permit unless the Commissioners determine, in their discretion, that the proposed amendment constitutes a substantial change in a material



provision of the Unclassified Use Permit that requires public notice and hearing as provided in Adams County Municipal Code Chapter 17.72;

WHEREAS, on June 28, 1999, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Landfill until May 31, 2007, and the deadline for commencing operation of the Regional Landfill until May 31, 2009;

WHEREAS, on May 29, 2007, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Landfill until August 31, 2007;

WHEREAS, on August 27, 2007, the Commissioners amended the Mitigation Agreement by extending the deadline for WMW to commence construction of the Regional Landfill until November 30, 2007;

WHEREAS, WMW and the County are interested in amending the Settlement Agreement in order to maintain the option for future construction and operation of the Adams County Regional Landfill, consistent with the provisions of the Unclassified Use Permit;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow the County to reduce its solid waste disposal costs potentially prior to and even if the Landfill is not constructed;

WHEREAS, subject to solid waste procurement requirements, as necessary, WMW and the County are interested in amending the Mitigation Agreement in a manner that will allow for the phased construction of the Landfill, by WMW constructing and the County operating a landfill (the "County Landfill") that is substantially smaller than the Regional Landfill for managing municipal solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of Adams County, and will apply appropriate mitigation from the Mitigation Agreement to each phase of the Landfill development;

WHEREAS, Adams County Code does not require that an Unclassified Use Permit must have an expiration date;

WHEREAS, WMW is willing to offer certain County solid waste disposal mitigation options prior to construction of the Regional Landfill in consideration for the County's agreement that the Unclassified Use Permit will not lapse even if construction of the Regional Landfill does not commence prior to the dates specified in the Mitigation Agreement, as amended, to address certain terms of the Mitigation Agreement related to County solid waste mitigation;

WHEREAS, WMW and the County agree that certain provisions of the Mitigation Agreement have either already been satisfied, or are no longer necessary and appropriate to mitigate impacts from the County Landfill or the Regional Landfill, or that certain of the mitigation measures in the Mitigation



Agreement should only be required upon construction and operation of the Regional Landfill, as opposed to the smaller County Landfill and, therefore, the parties are desirous of making certain amendments to the Mitigation Agreement to reflect this;

WHEREAS, on November 13, 2007, the County issued a Notice of Adoption and Addendum to the Final Environmental Impact Statement for the proposed actions contained in this Amended and Restated Unclassified Use Permit Mitigation Agreement; and

WHEREAS, WMW and the County agree to amend the Mitigation Agreement consistent with the terms and conditions of this Amended Mitigation Agreement to eliminate the Unclassified Use Permit expiration provisions, to provide for certain County solid waste mitigation prior to construction of the Regional Landfill, and to allow for the phased construction and operation of a first phase County Landfill if the County and WMW elects to do so, and of the Regional Landfill, if WMW elects to do so.

NOW THEREFORE, ADAMS COUNTY AND WASTE MANAGEMENT OF WASHINGTON AGREE AS FOLLOWS:

I. ESTABLISHMENT OF TECHNICAL ADVISORY COMMITTEE

- A. Purpose and Establishment - The Parties have established a Technical Advisory Committee ("TAC") that is the review and advisory body making recommendations to the Board of County Commissioners ("Commissioners") also sitting as the Adams County Health Department ("Health Department") regarding compliance with the terms of this Amended Mitigation Agreement. In each case in this Agreement where information is to be submitted to or approvals are required from the Health Department, the Commissioners may, in their sole discretion, submit the information to the TAC for its review and recommendation before taking action.
- B. Membership - The TAC shall consist of the following members:
1. Adams County Planning Director or designee;
 2. Adams County Public Works Director or designee; and
 3. Director of Adams County Health Department or designee.
- C. Jurisdiction of Commissioners or Board - The Health Department has jurisdiction over many subjects in this Amended Mitigation Agreement pursuant to RCW 70.95, WAC 173-304 and WAC 173-351 as they now exist or may be later amended. However, pursuant to the State Environmental Policy Act, the County has determined and it is agreed that the Commissioners also should have a decisionmaking role in those areas of Landfill construction, operation and closure where necessary to assure satisfactory accomplishment of mitigation deemed necessary pursuant to the EIS review completed for this project and pursuant to the Commissioners' unclassified use permit authority. The



standards for a decision by the Health Department shall be those set forth in this Agreement and any applicable law or regulation. The TAC shall review and make a recommendation to the Commissioners (also sitting as the Health Department) on the following matters:

1. The wildlife enhancement plan described in Section IX.I of this Agreement;
2. Placement and number of traps and host plants for monitoring of potential pest transmission as described in Section X.M of this Agreement;
3. Contingency plan for agricultural product disparagement issues as described in Section XIV.C of this Agreement;
4. Construction Quality Assurance/Quality Control described in Section VIII.A below;
5. Special waste plan required by Section VII below;
6. Closure and post-closure plans required by Section VIII.D below, including without limitation any request to shorten the 30 year post closure monitoring period;
7. Groundwater monitoring plan and design;
8. The results of the groundwater monitoring conducted as required by Section VIII.E below; and
9. Other requirements of WAC 173-304 and WAC 173-351 as they now exist or may later be amended that are not specifically addressed in this Section.

II. SOLID WASTE DISPOSAL OFFER

A. Pursuant to the terms of this Agreement, WMW agrees to offer to provide free solid waste disposal at Waste Management Disposal Services of Oregon, Inc.'s Columbia Ridge facility ("Columbia Ridge"), or another mutually agreeable landfill facility owned and/or operated by a subsidiary of Waste Management, Inc. ("WMI"), for Authorized Waste Materials (the "Columbia Ridge Disposal Offer") after the expiration of the County's current solid waste disposal contract on June 30, 2011. Provided, however, if necessary to comply with the State's procurement laws, any of the WMW obligations in this Agreement related to this solid waste disposal offer, the construction and operation of the County Landfill or the Regional Landfill shall be interpreted to require WMW to offer and continue to offer the obligations and terms specified in this Agreement in response to any County solid waste procurement for the services and facilities specified in this Agreement.

1. Authorized Waste Materials eligible for free disposal are:
 - a. Household wastes and commercial solid wastes, as defined in WAC 173-351-100, generated in Adams County;



- b. Household wastes and commercial solid wastes, as defined in WAC 173-351-100, generated outside of Adams County that are approved in advanced by WMW in writing for disposal at the County Landfill;
 - c. WMW hereby approves for disposal household and commercial solid wastes received by the County pursuant to the Interlocal Agreement for Solid Waste Services dated May 16, 2005 between Lincoln County, Washington and Adams County, Washington;
 - d. Incidental quantities of Special Wastes, as defined below, generated within Adams County that are received at transfer stations owned and/or operated by Adams County or a municipality within Adams County; and
 - e. Larger quantities of Special Wastes from commercial, industrial, construction, or environmental cleanups with the prior written agreement of the Parties, including agreement as to quantities, types, disposal rates, and, if agreed, payment of a fee to WMW.
2. WMW and the County agree that the maximum annual amount of Authorized Solid Wastes shall not exceed 20,000 tons per calendar year. If, in the future, the County's Authorized Waste Materials stream described in (1) above approaches 20,000 tons per calendar year, the Parties also agree to amend the 20,000-ton annual limit to reasonably reflect the County's projected waste stream.

B. Unclassified Use Permit Lapse - The Unclassified Use Permit that is the subject of this Agreement shall not expire as previously provided in the 1994 Mitigation Agreement Section II.C.1 provided that WMW has not notified the County in writing of its intent to abandon its right to construct and/or operate the Regional Landfill pursuant to Subsection E.

1. If WMW elects, in its sole discretion, to abandon its right to construct and operate the Regional Landfill prior to beginning construction of the County Landfill or the Regional Landfill, the Unclassified Use Permit shall expire on the date of WMW's notice to the County.
2. If WMW elects, in its sole discretion, to abandon its right to construct and/or operate the Regional Landfill during construction, after construction, or during operation of the County Landfill, the Unclassified Use Permit shall expire for the Regional Landfill phase of the Landfill project on the date of WMW's notice to the County and shall only remain valid for the County Landfill phase.
3. If WMW elects, in its sole discretion, to abandon its right to operate the Regional Landfill after construction of the Regional Landfill, the Unclassified Use Permit shall continue solely for the purpose of performing any and all required closure and post-closure activities and shall expire, as of the date of WMW's notice to the County, for any and all purposes related to reopening or operating the Regional Landfill.



C. Health Department Operating Permit.

1. WMW and the Operator must comply with the terms of the Solid Waste Facility Handling Permit (the "Operating Permit") issued by the County Health Department and renew as required pursuant to WAC 173-351.
2. The County Health Department will not charge any Operating Permit fees until or unless WMW constructs either the County or the Regional Landfill facility.

D. Settlement Agreement Payment Due Adams County.

1. Commencing January 1, 2008 and concluding June 30, 2011, WMW will pay to the County the sum of Sixty Thousand Dollars (\$60,000) per year, payable in monthly installments of Five Thousand Dollars (\$5,000) per month, within fifteen (15) days after the end of each month.
2. Commencing July 1, 2011, WMW will pay to the County the sum of Thirty Thousand Dollars (\$30,000) per year, payable in monthly installments of Two Thousand Five Hundred Dollars (\$2,500) per month, within fifteen (15) days after the end of each month. WMW shall continue paying the County the sum of Thirty Thousand Dollars (\$30,000) per year unless and until WMW notifies the County in writing that WMW has elected to abandon its right to construct and operate the Regional Landfill or WMW stops receiving solid waste at and commences closure of the Regional Landfill.
3. Accrued Funds.
 - a. WMW entered into a certain Settlement Agreement dated January 6, 1994, as amended by the First Amendment dated July 1, 1999 (collectively, the "Settlement Agreement") with Adams County. Paragraph 1(b) of the Settlement Agreement provides that commencing July 1, 1999, WMW will calculate the monthly tonnage of solid waste transported from the City of Seattle and disposed of at Columbia Ridge and multiply each such ton by twelve and one-half cents (\$.125). This amount less the monthly payments made by WMW shall be the "Accrued Funds" owed by WMW to Adams County. Similarly, WMW shall continue to calculate the accrued funds for the period between January 1, 2008 and June 30, 2011 pursuant to the payment requirements of this section and add that amount (less all monthly payments) to the accrued fund balance owing on January 1, 2008.
 - b. On July 1, 2011, WMW agrees to pay the total Accrued Funds owed to the County as of June 30, 2011 in one-lump sum (the "Accrued Funds Payment").
 - c. WMW's obligation to accrue funds (the difference between the monthly payment required under Subsection D.1 and the total amount owed for the City of Seattle solid waste stream) shall cease on July 1, 2011, and WMW shall only be obligated to pay the amount specified in Subsection D.2 above.



4. The payment obligations contained within Section II.D of this Agreement supersede and replace the obligations outlined in the Settlement Agreement and the First Amendment to the Settlement Agreement.

E. Termination

1. The Columbia Ridge Disposal Offer described in Subsection A, above, shall continue unless and until WMW notifies the County in writing that WMW has elected to abandon its right to construct the Regional Landfill, or WMW has constructed the County Landfill or Regional Landfill and such Landfill has begun accepting Authorized Solid Waste for disposal. If WMW notifies the County that it elects to abandon its right to construct and operate the Regional Landfill, WMW shall continue to provide free solid waste disposal as described above for a period of TWO (2) years commencing from the date of notice of its intent to abandon its right to construct and operate the Regional Landfill.
2. Upon mutual agreement of WMW and the County, the Parties may proceed with the construction and operation of the County Landfill pursuant to the terms described below. If the Parties elect to construct and operate the County Landfill or if WMW elects to construct and operate the Regional Landfill, WMW's obligation to provide free solid waste disposal as described in Subsection A shall be deemed satisfied as of the date operation commences at the County Landfill or Regional Landfill.

III. DESCRIPTION OF APPROVED LANDFILL

- A. Project Approved – Pursuant to the terms of this Agreement, the Commissioners grant an unclassified use permit for the construction and operation of a non-hazardous solid waste landfill (the "Landfill"), subject to all of the conditions contained in this Amended Agreement. Disposal of solid wastes at the Landfill would involve the disposal of Authorized Solid Wastes as further defined in Sections VI and VII below in a series of lined modules, in accordance with state and federal laws and any and all requirements contained in this Agreement.

1. The Landfill will be constructed and operated in substantial conformance with Alternative 2 as shown on the conceptual site plan attached and incorporated by reference as Exhibit A.
2. Design, construction, operation, closure and post-closure of the Landfill must be in conformance with all of the applicable requirements of RCRA Subtitle D, 40 CFR 258 ("Subtitle D"), Washington Criteria for Municipal Solid Waste Landfills, WAC 173-351 and applicable provisions of the Washington Minimal Functional Standards, WAC 173-304 ("MFS"), as well as any more stringent conditions of this Amended Mitigation Agreement.

3. Total disposal capacity of the Landfill shall not exceed 90 million tons of Authorized Solid Waste. The maximum annual amount of Authorized Solid Waste for disposal at the Landfill shall be as described in Subsection III.C.5 for the County Landfill and as described in Subsection III.D.3 for the Regional Landfill.
4. Final closure of the Landfill must comply with all the closure and post-closure requirements in Section XI below.

B. Phased Approach – The Parties have agreed it may be beneficial to develop, construct, and operate the Landfill in a phased approach, as described in this Agreement. Provided, however, if necessary to comply with the State's solid waste procurement laws, any of the WMW obligations in this Agreement related to construction and operation of the County Landfill or the Regional Landfill shall be interpreted to require WMW to offer and continue to offer the obligations and terms specified in this Agreement in response to any County solid waste procurement for the services and facilities specified in this Agreement:

1. For the first phase, upon mutual agreement of the Parties, WMW will construct, or offer to construct and the County will operate, or will be offered the opportunity to operate, pursuant to an Operating Agreement, including, but not limited to, provisions reasonably negotiated to achieve the bullet points outlined in Exhibit B, a substantially smaller landfill for managing municipal solid waste, other solid waste materials generated within Adams County, and certain limited quantities of solid waste generated outside of Adams County, the County Landfill, subject to the terms and conditions of this Amended Mitigation Agreement; and
2. For the second phase, but only if WMW elects in its sole discretion to proceed with the second phase, WMW will construct and operate a larger regional landfill for municipal solid waste in the Pacific Northwest and elsewhere, the Regional Landfill, as approved in 1994 by the Commissioners, subject to terms and conditions of this Amended Mitigation Agreement.

References in this Amended Mitigation Agreement to the "Landfill", without specifying the County Landfill or the Regional Landfill, shall mean both the County and the Regional Landfill. References in this Amended Mitigation Agreement to the "Operator" shall mean the County for the County Landfill and WMW for the Regional Landfill.

C. Phase One: County Landfill.

1. WMW shall be responsible for, or offer to be responsible for, construction of the County Landfill, including additional cells and necessary improvements, and shall provide, or offer to provide, to the County certain heavy equipment, as specified in Exhibit B, for the County to operate the County Landfill. This obligation shall continue unless and until WMW notifies the County in writing at least 90 days in advance that WMW has elected to abandon its right to construct the Regional Landfill. If WMW notifies the County of its decision to abandon its right to construct



the Regional Landfill, WMW shall provide a minimum of two (2) years disposal capacity, either in a cell at the County Landfill, or at an alternative WMW landfill location, as described in Subsection E.2 below. The County Landfill shall be constructed and operated in the area depicted on Exhibit C (attached hereto) as the "County Landfill Area," together with such additional area that is necessary for stormwater detention and leachate collection for operation of the County Landfill. This area may be amended by the Parties from time-to-time.

2. Consistent with the terms of WMW's obligations in Subsection 1 above, the County shall be the Operator of the County Landfill and shall operate, close, and maintain after closure the County Landfill in accordance with this Amended Mitigation Agreement, and all applicable laws, regulations, ordinances, permits, and other legal requirements applicable to the County Landfill. The County's right to operate the County Landfill shall continue unless and until WMW elects, pursuant to written notification 90 days in advance, to operate the Regional Landfill.
3. The Operator shall be responsible for all costs associated with operation and maintenance of the County Landfill and for maintenance of the initial equipment as well as the eventual equipment replacement, in accordance with this Amended Mitigation Agreement and an Operating Agreement, including, but not limited to, provisions reasonably negotiated to achieve the bullet points outlined in Exhibit B.
4. The Operator shall operate the County Landfill for the benefit of the residents, businesses, and municipalities of Adams County and shall only accept for disposal the Authorized Waste Materials defined in Section III.A.1.
5. WMW and the County agree that the maximum annual amount of Authorized Solid Waste disposed of at the County Landfill shall not exceed 30,000 tons per calendar year. If, in the future, the County's waste stream approaches 30,000 tons per calendar year, the Parties also agree to amend the 30,000-ton annual limit to reasonably reflect the County's projected waste stream.
6. The Parties agree to execute an Operating Agreement, including, but not limited to, provisions reasonably negotiated to achieve the bullet points outlined in Exhibit B, which shall govern the operation of the County Landfill, within SIX (6) months of mutually agreeing to construct and operate the County Landfill.

D. Phase Two: Regional Landfill.

1. At any time, WMW may elect to notify the County that WMW intends to proceed with the implementation of the second phase of the Landfill. If the County is operating the County Landfill and unless otherwise agreed in writing by the Parties, WMW shall provide the County with at least NINETY (90) days advance written notice of the date (the "Transition Date") when WMW shall assume responsibility for the operation of the Regional Landfill.

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

EXHIBIT A

2. After the Transition Date, WMW shall be the Operator of the Regional Landfill and shall construct, operate, close, and maintain after closure the Regional Landfill in accordance with this Amended Mitigation Agreement and all applicable laws, regulations, ordinances, permits, and other legal requirements applicable to the Regional Landfill.
3. The maximum annual amount of Authorized Solid Waste for disposal at the Regional Landfill will be an average of 4,000 tons/day, six days per week. As part of its Operating Permit application, WMW shall prepare a contingency plan as further described in Section X.C below to address contingency situations described in that section, including any potential impacts or mitigation necessary to address the potential situation where the Authorized Solid Waste disposed of at the Regional Landfill in any 24 hour period might be in excess of the annual average 4,000 tons per day allowed by this section. Whenever the average annual amount of Authorized Solid Waste proposed for disposal exceeds 4,000 tons per day, the County shall conduct additional environmental review addressing the impacts of the disposal in excess of an annual average of 4,000 tons per day. This review must be completed and any additional conditions imposed before the excess may be disposed of in the Regional Landfill. The TAC shall study the additional environmental review and make recommendation(s) to the Commissioners as to whether the change requires any additional mitigation measures and/or an amendment to the Unclassified Use Permit. Any required amendment to the Unclassified Use Permit shall comply with the following notice and public hearing requirements: (1) the Adams County Planning Commission shall review the proposed amendment to the Unclassified Use Permit and submit its recommendation to the Commissioners; (2) the review by the Planning Commission shall include a public hearing; (3) notice of the public hearing shall be mailed to all owners of real property, as shown in the records of the County Assessor, located within three hundred feet of any portion of the Landfill site, or to all owners of real property within 300 feet of any adjacent parcel owned by WMW, whichever is greater; (4) notice shall be sent at least ten days prior to the scheduled public hearing and published not less than ten days prior to the hearing in a newspaper of general circulation within the County and a newspaper of general circulation within the Landfill site area; (5) all hearing notices shall include a description of the Landfill site; (6) the Commissioners shall consider the Planning Commission's recommendation and either approve, approve with conditions, or deny the proposed amendment to the UUP; and (7) the Commissioners may, at their discretion, hold an additional public hearing prior to making a final decision, provided public notice of the hearing is provided as described above.

E. Termination

1. Abandonment of the County Landfill. At any time during operation of the County Landfill, the County may elect to notify WMW that the County intends to abandon



its operation of the County Landfill, provided the County provides WMW at least NINETY (90) days written notice of its intent to abandon. Prior to abandonment, the County will close the County Landfill in compliance with Section XI. If the County elects to abandon the County Landfill before WMW is ready to construct and operate the Regional Landfill, the Unclassified Use Permit will not lapse.

- 2. Abandonment of the Regional Landfill. At any time during operation of the County Landfill or after closure of the County Landfill, WMW may elect to abandon its plans to proceed with the construction and operation of the Regional Landfill, provided that, during operation of the County Landfill, WMW must provide or construct sufficient landfill capacity at the County Landfill to ensure at least TWO (2) years disposal capacity from the date of its notice of its intent to abandon the Regional Landfill or must guarantee the County TWO (2) years of free waste transfer and disposal at another WMW landfill. Within THREE (3) months after WMW's notice to the County of its intent to abandon the Regional Landfill, WMW shall assign all of WMW's rights, duties, and obligations under this Amended Mitigation Agreement to the County, and the County shall agree to the assignment of those provisions of this Agreement that are relevant to the County Landfill. In addition, WMW shall transfer to the County its ownership of the real property comprising the County Landfill Area plus enough adjacent real property to provide at least 30 years of County solid waste disposal for the price of ONE (1) dollar. In conjunction with this transfer of real property, WMW shall encumber a ONE THOUSAND (1,000) foot buffer property to prohibit any future inconsistent uses.

F. Ceasing Landfill Operations. If the Operator ceases operations at the Landfill for greater than 1 year, (i.e., no Authorized Solid Waste is disposed of at the Landfill during that period), unless due to uncontrollable circumstances as described in Section XX.E below, the Operator must initiate the closure requirements of Section XI below as also required by WAC 173-351.

G. Subsequent Review of Project Impacts and Imposition of Additional Conditions; Application of New Regulations. Any time that changes in the state and federal laws and regulations applicable to landfill construction or operations become effective, the new laws and regulations shall apply to the Landfill. The new laws and regulations shall apply to both construction of the Landfill and to operations of the Landfill through the Operating Permit. This includes, but is not limited to, any new state or federal laws or regulations that may be adopted in the future requiring the local government to impose a fee, tax, or other charge on the solid waste facility and/or its operations. Nothing in this section shall be interpreted to be a waiver by WMW of its right to challenge the constitutionality or applicability of any such law requiring a fee, tax or charge.

IV. DESCRIPTION OF ASSOCIATED REGIONAL LANDFILL USES

- A. Recycling Component



1. If WMW elects to construct and operate the Regional Landfill, WMW voluntarily agrees to pay annually to Adams County a recycling grant in the amount of TWENTY THOUSAND DOLLARS (\$20,000).
2. To meet the state priority for landfilling source-separated waste over MSW, Authorized Solid Waste brought to the Regional Landfill pursuant to a contract between WMW and a municipal jurisdiction must be subject to approved local solid waste management and moderate-risk waste management plans, and an acceptable waste reduction and recycling (WR/R) element.
3. At a minimum, private Authorized Solid Waste generators not part of a municipal contract subject to the provisions of Subsection A.2 above must be from jurisdictions that have an approved solid waste plan that includes the private generator's waste stream or from a jurisdiction that otherwise meets the requirements of RCW 70.95.
4. For any Authorized Solid Waste stream from outside the State of Washington, the Department of Ecology shall verify that the Authorized Solid Waste stream meets the requirements of RCW 70.95.217 and .218 prior to that Authorized Solid Waste stream being disposed of at the Regional Landfill. Provided that, in the absence of any such determination by the Department of Ecology, Adams County shall make such verification. The private generator must be operating consistent with the requirements of the applicable solid waste plan.

B. Pilot Composting Program

1. WMW may establish a pilot composting program at the Regional Landfill which is designed to test the feasibility of composting the organic portion of the Authorized Solid Waste stream for potential use as a soil enhancement. The compost material produced would be added to a soil enhancement area and the results evaluated to determine the effectiveness of the compost, and the need for continuation of the pilot program. If WMW establishes a pilot composting program, WMW may set up the pilot composting program with sufficient funds to educate potential consumers of the compost. WMW will use independent agencies to evaluate the acceptability of the soil enhancement.
2. WMW may divert a portion of the Authorized Solid Waste stream to the pilot composting project for a sufficient period of time to allow a reasonable opportunity to test alternatives. If WMW establishes a pilot composting program, WMW shall develop an acceptable program in consultation with the Washington State University Extension Service with input from TAC.

C. Railroad Unloading Facility (RUF). If WMW elects to operate the Regional Landfill, the following requirements shall apply:



1. The Unclassified Use Permit allows construction of a railroad unloading facility ("RUF") adjacent to the Union Pacific Railroad alignment north of Hooper junction to allow unloading of containers of Authorized Solid Waste from service areas utilizing a containerized shipment system.
2. The RUF will be designed and constructed to comply with Subtitle D, WAC 173-351 and WAC 173-304 and to allow flexibility in delivery schedules and equipment utilization.
3. Stormwater and other relevant construction requirements of Section IX also apply to construction of the RUF.
4. To accommodate 24 hour delivery of the Authorized Solid Waste, Authorized Solid Waste containers delivered after disposal operating hours will be stored in a secure area until the operations commence. In no event shall storage of full containers be allowed at the RUF in excess of 72 hours.
5. The RUF entrance either will be locked or attended by WMW personnel at all times. WMW personnel will be present at any time Authorized Solid Waste is being loaded or unloaded and during all operating hours.
6. RUF construction activity shall not be located within 200 feet from a shoreline as defined by the Adams County Shoreline Master Program.

V. REQUIRED PERMITS

- A. WMW or the Operator, as applicable, must obtain all required permits, including but not limited to those for construction and operation of the Landfill, accessory uses and buildings, recycling and composting facilities, transfer stations and the RUF, and those required, for any off-site improvements including but not limited to roads and rail lines.
- B. If Adams County staff is required to participate in review of or WMW's obtaining required permits for the Regional Landfill, including any renewals, or if the County is required to hire consultants to complete this permit review, WMW will reimburse the County for the cost of this staff and consultant's time pursuant to Ordinance No. 0-2-90, as amended. The County shall bear its own costs if Adams County staff is required to participate in review of or WMW's obtaining required permits for the County Landfill, including any renewals, or if the County is required to hire consultants to complete this permit review. WMW and the County will make commercially reasonable efforts to jointly select consultants to decrease costs incurred to complete permit review.

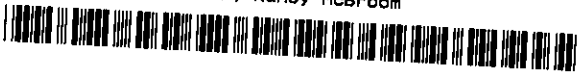
VI. UNACCEPTABLE OR HAZARDOUS WASTE

- A. The Landfill is permitted to accept only those solid wastes allowed in WAC 173-351 subject to the limitations of Section VI of this Agreement and the solid wastes as further defined in Section VII below, ("Authorized Solid Waste"). Except as limited herein (e.g.,



tonnage limitations, out-of-county waste, etc.), the Landfill is expressly permitted to accept Authorized Solid Waste from all sources, including, but not limited to, industries, Indian tribes and Local, State or Federal Governments, whether or not the Authorized Solid Waste is generated from inside or outside of the state of Washington.

- B. WMW and the Operator are prohibited from knowingly accepting or disposing of:
1. Hazardous or "dangerous" wastes as defined in WAC 173-303, "hazardous wastes" as defined under RCRA Subtitle C and any household hazardous waste or other moderate risk waste that has been separated from the solid waste stream and separately collected.
 2. Municipal solid waste incinerator ash.
 3. Any solid waste that contains radioactive material regardless of whether the waste meets regulatory thresholds for disposal as a low-level radioactive waste pursuant to the low-level Radioactive Waste Policy Amendments Act of 1985, Public Law 99-240, provided that nuclear medicine waste material decayed below background levels in accordance with existing practice may be accepted as allowed by state solid waste regulations.
- C. Neither WMW nor the Operator shall own or construct a facility on this property or any other property acquired adjacent to this property for
1. long-term storage or treatment of hazardous or dangerous wastes
 2. disposal of hazardous or dangerous wastes
- D. WMW will establish a procedure for preventing disposal of unacceptable and/or hazardous or dangerous waste that it receives at the Landfill and for proper handling and proper disposal of those wastes elsewhere at a properly permitted facility. This handling procedure must, at a minimum, comply with the requirements of applicable state and federal law, including WAC 173-351 and be reviewed and approved by the Health Department prior to starting construction of the Landfill. The procedure may include such methods as:
1. Random inspection of loads;
 2. Viewing the contents prior to actual disposal of waste;
 3. Use of material data forms and possibly test results of wastes from industrial generators where required prior to acceptance of the waste.
- E. The Operator shall refuse the disposal of waste deemed unacceptable and/or hazardous or dangerous by either returning it to the source or disposing of it in accordance with law at a permitted facility. Until the unacceptable, hazardous or dangerous waste is returned or disposed of properly, the Operator shall store any unacceptable, hazardous or



dangerous waste in compliance with applicable generator requirements in accordance with WAC 173-303 and shall remain accountable for unacceptable, hazardous or dangerous wastes.

VII. SPECIAL WASTES

- A. WMW shall prepare, with assistance from the Operator, a comprehensive Special Waste Management Plan in compliance with the Adams County Solid Waste Management Plan, 2003 Update, similar in form and substance to the special waste management plan prepared for the Columbia Ridge Landfill in Gilliam County, Oregon. The procedures for handling special waste must, at a minimum, comply with applicable provisions of WAC 173-351, as well as any other relevant provisions of this Agreement. The contents of the special waste plan must be approved by the Health Department prior to starting construction of the Landfill.
- B. The Special Waste Plan shall include procedures for handling the following special wastes, but shall not allow their disposal in the Landfill:
 - 1. waste oil;
 - 2. lead acid batteries, which shall further comply with the requirements of RCW 70.95.610 et seq.;
 - 3. white goods, including a plan for recovery of CFC.
- C. The Special Waste Plan shall include procedures for handling and disposal in the landfill of the following special wastes:
 - 1. contaminated soils that are not hazardous;
 - 2. sludges and septage, including but not limited to mixtures of solid waste and sludge or septage;
 - 3. tires;
 - 4. household hazardous waste and moderate risk waste that have not been separated from the solid waste stream;
 - 5. chemical containers;
 - 6. agricultural crop waste;
 - 7. construction, demolition and land clearing waste;
 - 8. asbestos;
 - 9. medical and infectious waste;



10. other materials identified in the Special Waste Plan that are difficult to manage because they may present personnel safety hazards, create odor and vector problems, generate excessive leachate, lead to excessive settlement, puncture or tear the landfill liner, pose a fire hazard or increase potential toxicity of landfill leachate.
- D. Documentation of waste characteristics shall be kept by the Operator on all special waste and include the results of waste testing when required.
- E. In the event of a change in federal or state law to allow disposal of waste not previously allowed, or to raise threshold limits, thereby allowing a greater concentration of what was previously an unacceptable waste or a special waste stream to be landfilled, (a "Reclassified Waste"), and if the Operator is considering accepting such waste, then the Operator must obtain WMW's and the Health Department's approval of the Operator's plan for receipt of the Reclassified Waste. The Health Department can condition the method of handling and disposal of any Reclassified Waste or prohibit the disposal of a Reclassified Waste if done according to applicable law.

VIII. QUALITY CONTROL AND MONITORING

- A. Construction Plan/QAQC
 1. WMW must submit a Quality Assurance/Quality Control ("QAQC") plan for construction required by WAC 173-351 to the Health Department for approval prior to starting construction of the Landfill. This plan shall be similar in form and content to the QAQC plan prepared for the Columbia Ridge Landfill in Gilliam County, Oregon.
 2. WMW is responsible for hiring the QAQC personnel. The Health Department, operating through the TAC, has the right to monitor and inspect the QAQC program. For QAQC related to the construction of the Regional Landfill only, WMW will reimburse the County's costs pursuant to Ordinance No. 0-2-90, as amended, and the Health Department's costs pursuant to applicable Health Department ordinances or by separate agreement with the Health Department. For QAQC related to the construction of the County Landfill, the County shall bear its own costs if Adams County staff is required to monitor or inspect the QAQC program.
- B. Cultural Resources Plan
 1. As part of the construction plan, WMW will develop a cultural resources preservation plan to responsibly manage all cultural and historic resources located at the facility throughout the life of the project. The plan will be negotiated with Adams County in consultation with other interested parties including Native American groups, if their resources are affected.



2. The plan will include, at a minimum, the requirement that if any cultural artifacts are encountered during any construction or landfill activity, all operations and/or construction shall immediately cease in the vicinity of where the artifacts were discovered, proper authorities shall be notified, and no further construction or operation shall occur in the location where the artifacts were discovered except pursuant to an approved cultural resources preservation plan.

C. Operations Plan. WMW must develop, in cooperation with the Operator, and submit to the Health Department for review and approval prior to WMW commencing construction, a plan of operation in conformance with the requirements of WAC 173-351, as well as any other relevant conditions of this Agreement. Such plan will describe the facility's operation and be used by operating personnel for safety and emergency actions.

D. Closure and Post Closure Plan

1. WMW must submit to the Health Department for approval, prior to commencing construction of the Landfill, a closure and post closure plan that meets the requirements of WAC 173-351.
2. The Operator of the Landfill shall provide financial assurance consistent with WAC 173-351-600, including establishment of a financial assurance mechanism that meets the requirements of WAC 173-351-600(5).

E. Recordkeeping

1. WMW (for construction-related activities) and the Operator (for operation-related activities) shall keep records of construction, operation, maintenance, testing, sampling, monitoring, closure and post-closure, including all raw data sheets, in a form acceptable to the Health Department and required for the Health Department under WAC 173-351, including the information listed below. The following information shall be included:
 - a. Records of permits;
 - b. Inspection records, training procedures and notification procedures as required in WAC 173-351;
 - c. Procedures for excluding hazardous waste, dangerous waste and unacceptable waste, for proper handling of special waste and inspection documents associated with the plan of operation;
 - d. Gas monitoring results and remediation plans required by WAC 173-351;
 - e. Any information, testing, monitoring, etc. required by groundwater monitoring and corrective action under WAC 173-351;
 - f. Major deviations from the plan of operation required in Subtitle D and MFS;



- g. Daily records of weights of solid waste, types of waste and sources of waste received at the facility;
 - h. Climatic records;
 - i. Surface water monitoring records;
 - j. Records of agency or citizen complaints and the Operator's response; and
 - k. Posted disposal fees.
2. WMW (for construction-related activities) and the Operator (for operation-related activities) must notify the Health Department and the County when any new documents required under Section VIII.E, the recordkeeping section, have been added to the operating record.
3. All records, including raw data sheets, must be made available to the Health Department or the County on request at all reasonable times for inspection by the Health Department, the County or their agents, in accordance with Subsection G.1.
4. The Operator shall make annual reports to the Health Department and the Commissioners including the following information on operating activities, as required by WAC 173-351, for the previous year:
- a. Summary of operations, including solid waste volumes
 - b. Permit status
 - c. Facility capacity information
 - d. Ground-water and surface water monitoring results
 - e. Gas monitoring results
 - f. Any complaints by agencies or members of the public and the Operator's response, including, but not limited to, any lawsuits and administrative actions involving the Landfill
 - g. Nothing in this section shall prohibit the TAC from requesting some or all of this information on a more frequent basis if reasonably deemed necessary to adequately monitor the Landfill operations.

F. Monitoring

- 1. Monitoring of Landfill construction and operations, final cover, groundwater and landfill gas generation will be conducted as required by Sections IX, X, and XI of this Agreement and by relevant sections of WAC 173-351 as now exist or as may be later amended.
- 2. WMW shall submit monitoring plans required by WAC 173-351 to the Health Department for approval prior to construction of the Landfill.



3. If consultants are needed for the monitoring required by Sections IX, X, and XI of this Agreement and by relevant sections of WAC 173-351 as now exist or as may be later amended, WMW and the County agree to strive to jointly hire such consultants. The allocation of responsibility for monitoring shall be established pursuant to an Operating Agreement, as described in Section III.C.6.

G. Inspections

1. The County and the Health Department, through the TAC, have the right to conduct periodic inspections during regular business hours without notice or by appointment if not during regular business hours.
2. The Parties shall cooperate to develop a reasonable inspection checklist for use during inspections.
3. WMW and the Operator shall grant immediate access to the facilities upon reasonable request by the County or the Health Department.
4. For inspections related to the operation of the Regional Landfill only, WMW will reimburse the County's costs pursuant to Ordinance No. 0-2-90, as amended, and the Health Department's costs pursuant to applicable Health Department ordinances or by separate agreement with the Health Department. For inspections related to the operation of the County Landfill, the County shall bear its own costs.

IX. CONSTRUCTION REQUIREMENTS

A. Overall Requirements. The requirements of this Section IX shall apply during the construction of the Landfill, including the construction of Landfill cells during the operating life of the Landfill.

1. WMW shall design and construct the Landfill, accessory operations and facilities in accordance with the design standards of WAC 173-351 and WAC 173-304 and all other applicable laws and regulations, including future amendments, and any conditions of this Agreement deemed more stringent than the laws and regulations identified above. Consistent with MFS and standard industry practices for Subtitle D landfills, WMW shall have oversight authority over the Operator for any operation or maintenance activities on the Landfill, or as otherwise provided in an Operating Agreement, as described in Section III.C.6.
2. WMW shall submit a construction QAQC plan for review and approval by the Health Department in accordance with Section VIII.A above. All construction shall also be in conformance with the approved QAQC plan.
3. Open Landfill modules shall be constructed in phases to minimize disturbance of the site. Further, WMW must complete the entire cell liner construction prior to disposing of any Authorized Solid Waste in any portion of that cell.



4. WMW shall apply water or dust-suppressing materials as necessary to reduce dust generated on dirt or gravel roads, haul routes, and maintenance/storage areas.
5. WMW shall implement used oil recycling for oil used by WMW.
6. WMW shall implement solvent recovery programs for solvents used by WMW.
7. WMW shall recycle (retread) all tires used on WMW's heavy equipment, to the extent practicable.
8. WMW shall meet OSHA requirements for worker health and safety.

B. Blasting. No blasting in the Landfill footprint will be allowed unless WMW obtains approval from the Health Department. The WMW proposed blasting protocol must provide appropriate assurances, through use of blast sensors or other techniques, that the blasting will have no adverse effect on the Lower Roza flow interiors.

C. Stormwater Control Measures

1. WMW shall comply with all design requirements of WAC 173-351 and WAC 173-350 for stormwater control.
2. All storm drainage facilities and surface water diversion facilities shall be designed using management practices required by state NPDES program and are subject to review and approval of Health Department.
3. All stormwater that historically has flowed through the Landfill footprint area shall be intercepted and diverted around the active area so that no surface water shall come in contact with any portion of a cell which contains solid waste.
4. All stormwater runoff which comes in contact with solid waste shall be collected and treated in the leachate evaporation pond system. The leachate evaporation ponds shall be sized sufficient to accommodate the stormwater runoff from the 100-year, 24-hour storm. To address the worst case stormwater runoff scenario, the leachate evaporation pond system shall further be sized to accommodate the stormwater runoff that would be generated assuming a 100-year, 24-hour storm on a completely lined cell with no solid waste in place to help absorb some of the runoff.
5. Stormwater runoff from paved areas, roofs and any other impervious surfaces shall be handled in manner to meet state NPDES program.

D. Liner System/Evaporation Ponds

1. WMW will construct a liner system described more fully in this section. The liner system will be constructed to comply with all applicable requirements of WAC 173-351 for non-arid design and to meet the additional requirements of this section. The exact design for the liner and the secondary detection/collection system deemed



necessary to adequately protect the groundwater will be determined during the review and approval of the groundwater monitoring system and during the Health Department's Operating Permit review.

2. Composite Liner. The composite liner shall be designed to comply with all requirements of WAC 173-351 for non-arid design and shall further comply with the minimum requirements set forth below, provided that WMW may request Ecology, and Health Department approval of an alternative liner that is functionally equivalent to the liner required by this subsection. The minimum liner design requirements are:
 - a. Minimum two-foot thick soil liner mixed with bentonite if necessary, moisture-conditioned and compacted to achieve a maximum permeability of 1×10^{-7} centimeters per second.
 - b. HDPE liner with a minimum thickness of 60 mils.
 - c. Geotextile fabric cushion installed on top of the HDPE liner to protect the HDPE from the overlying gravel materials.
 - d. One-foot thick washed gravel transmission layer with high permeability. This material shall be placed and sloped to facilitate leachate drainage and to limit the maximum leachate head to no more than 12 inches at any given point.
 - e. Leachate Collection Piping consisting of HDPE perforated pipes installed in rows in troughs within the gravel drainage layer. Spacing and configuration will be determined as necessary to collect any leachate and transport it to the leachate evaporation ponds. The leachate collection piping will also include riser pipes sufficient to facilitate monitoring, inspection and maintenance of the leachate collection system.
 - f. A second geotextile layer installed above the drainage layer and below the protective soil operations layer to prevent soil from entering and clogging the drainage layer.
 - g. Minimum one-foot thick soil operations layer placed above the second geotextile layer to prevent puncture of the geotextile and/or HDPE layers during solid waste disposal and compaction.
3. Secondary Leak Detection System. A combined leak detection and secondary liquid collection system shall be installed under the composite liner, beneath pipe trenches and sumps and other possible locations where potential liquid flow may occur. The secondary collection trough shall be lined with a minimum 60 mil HDPE and shall be designed with a drainage layer and HDPE pipe to collect any leachate that might leak through the composite liner described above.
4. Leachate Evaporation Ponds. WMW shall construct one or more landfill liquid (leachate) evaporation ponds with an HDPE primary liner, a liquid



detection/collection drainage layer and an underlying composite HDPE/soil secondary liner similar to that described above for the landfill cell. Leachate collection and evaporation ponds shall be sized to meet WAC 173-351 requirements and further sized according to the stormwater assumptions described in Section IX.C above. Additional land area shall be left undeveloped adjacent to the pond to allow for expanding the pond size if it is determined that additional volume is required anytime during the life of the Landfill. The leachate evaporation ponds shall further be constructed to meet the following requirements:

- a. WMW shall install inflow controls to maximize the available storage in the liquid evaporation ponds, to respond to emergency operational needs, and to prevent potential overflow.
 - b. WMW shall construct the leachate evaporation pond(s) with a minimum 2 feet of freeboard, meeting the Subtitle D and MFS requirements.
 - c. The evaporation ponds shall be fenced to control access.
 - d. The Operator shall periodically test the residual solids in the leachate collection ponds and shall remove and treat the residuals solids, if necessary. Depending on the results of the tests, the residual solids shall either be disposed of in the Landfill or transported to an appropriate disposal facility.
 - e. The Operator shall regularly monitor the liquid level in the leachate collection pond and shall pump it out for disposal at a properly permitted facility if the level ever reaches within 2 feet of the top of the pond berm.
 - f. The Operator shall maintain liquid control facilities in proper operating condition through closure and post-closure.
5. The QAQC construction plan required in Section VIII.A above for both the liner and the leachate pond construction shall meet the requirements of WAC 173-351 and provide, at a minimum, approved QAQC procedures for monitoring the following:
- a. Moisture conditioning of the liner soils during cell construction to meet liner permeability and compaction requirements.
 - b. Surveying to ensure the minimum two feet thickness of clay is met or exceeded at all locations.
 - c. Controlled compaction of underlying foundation soils per standards approved by Health Department as part of the construction plan to protect against differential settlement.
 - d. Proper preparation of the subgrade and use of QAQC approved contractors to reduce the likelihood of puncturing or tearing the HDPE geomembrane liner during installation as a result of careless placement, rough handling, over stressing, or contact with sharp objects.



- e. Subjecting liner seals to rigorous field tests of every inch of seam to ensure integrity.
- f. Shaping and contouring the liner grades to ensure free drainage of liquids under the force of gravity from all points of the Landfill to the pipes and sumps of the Landfill liquid collection system.
- g. Controlled placement of the landfilled materials performed to minimize instability or differential settling of the materials from occurring.

E. Groundwater Monitoring. WMW shall install groundwater monitoring wells of sufficient number and in the proper locations to meet the requirements of WAC 173-351. The groundwater monitoring system must be reviewed and approved by the Health Department and the Commissioners.

F. Water Supply/Neighboring Wells

1. Water for domestic use and for site application shall be supplied by new wells drilled on site or from off site sources. Construction cannot be commenced on the County Landfill or Regional Landfill until evidence of sufficient water supply is approved by the Building Official as required by RCW 19.27.097 and the Health Department as may be required for the Operating Permit.
2. If new water supply wells for the facility are located on site, they will not be downgradient of any portion of the Landfill footprint.
3. If or when WMW constructs an extraction well in excess of 5,000 gallons per day (gpd), WMW shall document the existing water levels, drawdown conditions, and current use in the existing wells shown on Exhibits B and C and as listed below prior to implementation of the project:

Wells in 15N37E:

22A1, 22H1, 26D1, 26G2, 26G1, 27H1, 27R3, 27R1, 32K1, 32R1, 30H1, 29D1, 28C1, 32L1, 34C1, 32Q1, 32G1, 32O2, 33M1, 33E1, 33D1, 33F1, 34A1, 27R2, 27H2, 26C4, 26C1, 26C2, 26C3

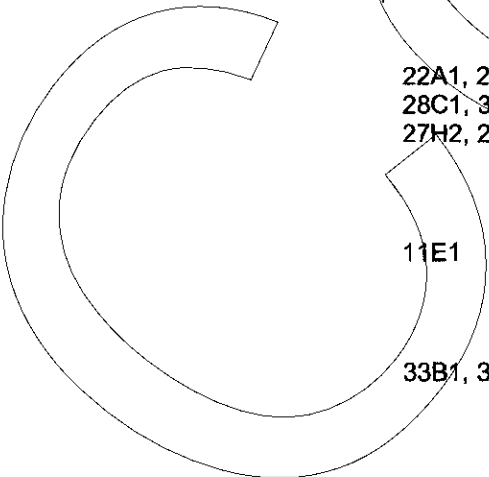
Wells in 15N37E:

11E1

Wells in 15N36E:

33B1, 33A1

Wells in 16N37E:





32H1

Other wells that should also be documented, which are not shown on the attached exhibits are:

Wells in 15N37E:

09N (Dwayne Blankenship), 17D (Blankenship Farms), 31P1

If the well owner will not allow WMW access to document existing well, pump and use conditions, then that well owner is not entitled to the impact presumption described in Subsection 4 below. The well performance parameters to be documented will be proposed by WMW as part of its Operating Permit application and will be reviewed and approved by the Commissioners and the Health Department prior to implementing this condition.

4. The Operator will be responsible for modifying existing off site wells and/or providing alternative adequate water supply in the event extracting of water from the on site wells is shown to materially reduce existing off site capabilities below the levels documented in Subsection 3 above. Any significant change in existing well performance from that documented in Subsection 3 above after operation of the new WMW wells will be entitled to a presumption of the impact being caused by WMW, which may then be rebutted by WMW with evidence of other change in circumstances which could reasonably be a cause for the change in performance. Once rebutted, the presumption is no longer applicable and the general rules for burdens of proof shall apply.
5. WMW shall construct a domestic well of no more than 5,000 gallons per day ("gpd") for the County Landfill. No water storage is required for construction and operation of the County Landfill. If WMW elects to operate the Regional Landfill, WMW shall construct a minimum of 125,000 gallons of water storage tanks or ponds on-site, *except* that that WMW may request the County to approve a smaller water storage tank adequate to support the water needs of the Regional Landfill.
6. WMW shall construct a water truck loadout facility connected to the aboveground water storage tank or pond in Subsection 5 above located near the maintenance area to expedite filling of water tank trucks and other fire fighting equipment. Tank design and on site equipment shall be compatible with existing Fire Department No. 7 equipment.

G. Wind Erosion

1. Soil stockpiles not being used must be reseeded with native grasses during the next growing season to minimize erosion. Soil stockpiles not used for one year or longer shall be regraded to promote drainage and reseeded.



2. Periodic watering of active disturbed areas is required where necessary to minimize wind erosion.

H. Cultural Resources. WMW and the Operator shall comply with all requirements of the approved cultural resources plan described in Section VIII.B above during construction and operation of the Landfill.

I. Wildlife

1. A wildlife enhancement plan will be prepared by WMW in consultation with the Washington Department of Wildlife and is subject to review and approval by the Commissioners prior to start of construction. The plan will include the following mitigation for both the County Landfill and the Regional Landfill:
 - a. On site trees shall be retained except in the area of the Landfill footprint.
 - b. Fencing would only be installed where necessary to restrict access and/or control vectors, litter and wind erosion. In general, the nonworking areas of the site will not be fenced or will be fenced with a design that will still allow deer movement through the site.
 - c. Construction activities will be restricted during winter months to those areas necessary for operation and development of the facility.
2. In addition to the above, the wildlife enhancement plan will include the following wildlife mitigation for the Regional Landfill:
 - a. Three artificial nest structures for Swainson Hawks shall be constructed and installed on site. At each of the nest structures, WMW shall plant a cluster of ten trees and shall provide sufficient irrigation to maintain them.
 - b. A wildlife habitat enhancement area will be established in the draw south of the project site in Section 29. Enhancement will include one artificial raptor nest structure, in addition to the 3 nests provided in Subsection 2.a above, and the development of a small pond at the head of the draw, if practicable.
 - c. A long-term management area or areas for protection of the mule deer winter range, approximately 500 acres in size, including the enhancement area in Subsection 2.b above, shall be set aside on land outside of the footprint which is owned or leased by WMW and such areas shall be managed in cooperation with the Washington Department of Wildlife.
 - d. Other areas outside the Landfill footprint will be evaluated for small-scale habitat enhancement potential, such as plantings for wildlife food and cover.

J. Wetlands. The haul route shall not be constructed within 25 feet of the boundary of the salt pan areas on the project site, and shall further comply with any applicable Adams County Critical Resources Ordinance.



K. Vegetation

1. Lands taken out of wheat production as a result of the Landfill project will be replanted with a mixture of perennial grasses and forbs after closure.
2. CRP land on the project site not impacted will be maintained to applicable Soil Conservation Service standards.
3. Native vegetation or other plants acceptable to Soil Conservation Service and Washington Department of Wildlife shall be used for all revegetative efforts.

L. Sanitary Sewage. An onsite septic system shall be constructed sufficient for the employees and proposed operation of the Landfill site, except that WMW may substitute a holding tank toilet system instead of an onsite septic system. The septic system and drainfield and/or a holding tank toilet system will be built in conformance with Adams County Health Department and Washington Department of Health standards.

M. Electrical. If electrical service is necessary for the operation of the Landfill, necessary poles and three-phase lines shall be constructed by WMW pursuant to an agreement regarding cost and installation with the electric utility.

N. Building Construction. If buildings are constructed as part of the Landfill, WMW agrees to equip buildings at the Landfill with fire extinguishers and sprinklers. Buildings shall otherwise be constructed to meet 2006 International Building Code and International Fire Code requirements.

O. Mullan Road

1. Approval of Alternative 2 for the proposed landfill footprint will eventually allow WMW to deposit solid waste in a portion of the current right of way for Mullan Road.
2. Prior to the development of Module 15, as defined in Alternative 2, WMW agrees to construct a visual screen between the existing Mullan Road alignment and the active Landfill Area. WMW further agrees to provide what fencing or other security measures may be deemed reasonably necessary to protect the landfill operations from intrusion by users of the public Mullan Road. This security plan shall be part of the Operations Plan and shall be approved by the Health Department prior to construction of the landfill.
3. Prior to WMW removing the visual screen required in Subsection O.2 above and prior to disposing of any solid waste within the existing Mullan Road right of way, WMW must either obtain Commissioner approval to vacate Mullan Road entirely or to vacate the existing right of way for Mullan Road and to relocate Mullan Road to another location approved by the Commissioners that will adequately serve the public interest.



4. If Mullan Road is relocated, WMW will pay all costs necessary to relocate and reconstruct Mullan Road to meet existing County road standards.
5. Nothing in this Agreement shall constitute any decision regarding whether to vacate Mullan Road. That is subject of specific and separate County action pursuant to the requirements of RCW 36.87.

P. Gas Management

1. When required by state regulation, WMW will provide a passive control system for the emission of gas that meets the requirements of WAC 173-351. The proposed control system is subject to review and approval by the Health Department. An active system would be installed when and if sufficient quantities of gas are produced to make cogeneration economically feasible.
2. Any onsite enclosed buildings shall be constructed in excess of 100 feet from any portion of the Landfill footprint to minimize potential landfill gas migration concerns and explosion hazards.

Q. Traffic Safety

1. This Amended Mitigation Agreement assumes that Mullan Road will be used as the primary route for ingress and egress from the County Landfill.
2. If, however, Gray Road becomes the primary route for ingress and egress to the County Landfill, or if WMW elects to construct and operate the Regional Landfill, the following requirements shall apply:
 - a. WMW shall reposition the stop bar on the north leg of Gray Road to a location approved by Washington State Department of Transportation (WSDOT) to provide greater sight distance onto SR-26 prior to commencing landfill operations.
 - b. To provide for more efficient circulation and minimize delays at SR-26, prior to commencing operations, WMW shall re-profile the north leg of Gray Road as required by WSDOT to provide for a level approach and to minimize the time needed for trucks to complete a turn onto SR-26.
 - c. WMW will work with WSDOT to determine whether improvements beyond those identified above are necessary to facilitate traffic flow and increase safety at the SR 26/Mullan Road and SR 26/Gray Road intersections. WMW shall participate with WSDOT in monitoring traffic at SR 26 and Gray Road a minimum of once per year to determine if/when improvements may be necessary. If the Level of Service (LOS) at the intersection drops below LOS C, then WMW will pay its fair share of any improvements deemed necessary by WSDOT to restore the LOS to C or better.

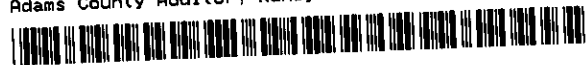


X. OPERATIONAL REQUIREMENTS

- A. No Public Nuisance – The Operator shall operate the Landfill and associated facilities in a manner so as not to create a public nuisance.
- B. General Criteria - The Landfill shall be operated in accordance with the operating criteria of WAC 173-351 and WAC 173-304, as well as any additional requirements specified in this Agreement.
- C. Contingency Plan
 - 1. If WMW elects to construct and operate the Regional Landfill, WMW shall submit to Health Department for approval prior to commencing construction of the Regional Landfill a contingency plan describing any potential impacts or mitigation necessary to address the potential situation where the Authorized Solid Waste disposed of at the Regional Landfill in any 24 hour period might be in excess of the annual average 4,000 tons per day allowed by Section III.D.3 above.
 - 2. The contingency plan shall also describe how WMW will respond to temporary or longer term closure of the Regional Landfill operations or the transportation routes to the Regional Landfill or other emergencies that may prevent continued operation of the Regional Landfill as envisioned in this Agreement. The contingency plan for short or longer term closure shall include, at a minimum, the following provisions:
 - a. provision for back-up landfill facilities
 - b. provision for solid waste storage such as agreements with local jurisdictions to store their solid waste at the source
 - c. procedures for notice, choice of options and Health Department and/or County approval of options
 - 3. If contingency plan includes potential for increasing daily truck traffic beyond the 63 trucks per day discussed in the FEIS, or proposes increasing the time for storage of full solid waste containers within the County for in excess of the 72 hours permitted above, then the contingency plan will require additional environmental review of these changes prior to County approval and will not be deemed an emergency exempt from SEPA review.
- D. Hauler Agreements - The Operator will include in any agreements with haulers disposing of Authorized Solid Waste at the Landfill the following restrictions:
 - 1. Route restrictions, requiring haulers to use State routes to access the Landfill
 - 2. Unacceptable waste restrictions prohibiting disposal of unacceptable wastes as identified in Section VI above.

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

EXHIBIT A



3. Special waste handling requirements in accordance with the special waste plan described in Section VII above.

E. Customer Contracts. If WMW elects to construct and operate the Regional Landfill, WMW will notify the County of new contract customers and will provide certification to the County that these new customers are fully in compliance with all state goals, statutes and requirements for handling and disposal of solid waste, including, but not limited to, state recycling goals and compliance with the Adams County Solid Waste Plan as it may relate to Authorized Solid Waste being imported into the County. All municipal generators must execute an interlocal agreement with Adams County prior to disposing of its Authorized Solid Waste at the Regional Landfill if required by the Adams County Solid Waste Plan. WMW will use its best efforts to assist nonmunicipal customers to also implement source-separated recycling programs and waste reduction programs prior to disposing of their Authorized Solid Wastes at the Regional Landfill in Adams County.

F. Security. The Operator shall control access to the Landfill pursuant to WAC 173-351-200(6). Once the RUF begins operations, WMW shall control access and provide security to the RUF as provided in Section IV.C above.

G. Recreation. No hunting or recreational uses shall be allowed within the Landfill Area. WMW may establish policies to allow reasonable hunting with permission in areas outside of the Landfill Area.

H. Impacts On Neighboring Properties

1. The Operator will have a local general manager available during working hours (i.e., hours when the Landfill is open or receiving waste) to meet with individual claimants who have a complaint regarding property values or other impacts from operations. Names, addresses, and phone numbers of responsible WMW and County officials will also be made available as will a list of government agencies, a summary of their jurisdiction and contacts for each agency.
2. The Operator will provide 24-hour emergency phone numbers and personnel available on 24-hour basis to respond to any complaints or emergencies at the Landfill.
3. Any party deemed injured or aggrieved by WMW's construction of the Landfill, WMW's operation of the Regional Landfill or the County's operation of the County Landfill may further file a complaint with the Adams County Building and Planning Department and ask the County to investigate and, if appropriate take all appropriate measures to enforce the conditions of the unclassified use permit approval and this Agreement as provided in Section XX below. The aggrieved party may further contact the Adams County Health Department to seek enforcement of any conditions of the Municipal Solid Waste Facility Handling Permit issued by the Health Department.



- I. Noxious Weed Management. WMW will develop methods to control noxious weeds in cooperation with the Adams County Noxious Weed Control Board. A plan for noxious weed control shall be approved by the Weed Control Board prior to start of construction. The Operator shall be responsible for noxious weed control within the Landfill Area, and WMW shall be responsible for noxious weed control for all areas outside of the Landfill Area.

- J. Litter Management. The Operator shall control and collect litter as required by WAC 173-351-210, including through the use of portable or permanent litter control fences and/or worker collection of wind-blown litter.

- K. Landfilling Procedures
 - 1. Landfilling procedures shall fully comply with WAC 173-351.
 - 2. The Operator will spread and compact solid waste with heavy machinery as it is placed to reduce settlement of the Landfill.
 - 3. The Operator will use daily, intermediate and final cover to help keep the solid waste dry, to retard decomposition, to minimize development of landfill liquid and gas and to reduce settlement.
 - 4. The Operator will limit the working face of the Landfill to no greater than 1 acre exposed at any one time.
 - 5. The Operator will grade intermediate cover slopes to encourage stormwater runoff and will periodically regrade the Landfill cover to eliminate localized surface water ponding.
 - 6. Authorized Solid Waste deposited on the active Landfill face will be covered daily with clean, compacted soil or approved alternate cover.

- L. Fire Protection. The Operator will train its staff and the Fire Department volunteer fire fighters to fight solid waste landfill fires and will furnish onsite any specialty equipment required for this purpose.

- M. Vector/Predatory Species Management
 - 1. All solid waste will be covered with soil or approved alternate material and thereby made unavailable to scavengers, with the exception of the working face of the Landfill during operating hours. Daily cover will be placed over the working face area and the end of each day of operations.
 - 2. The Operator will implement steps to prevent vectors from inhabiting on-site buildings and active areas of the Landfill according to the WAC 173-351 and WAC 173-304 requirements. Measures will include fencing the active area of the facility, proper solid waste compaction, daily cover and other vector control measures.



3. Control measures such as suspended wires, bird distress tapes, or percussion sounds will be used to discourage the attraction of nuisance birds to the Landfill if determined to be necessary by the Health Department.
4. The Operator will implement control measures to mitigate the potential impacts related to pest transmission including the placement of insect traps and host plants around the Landfill footprint to monitor the possible occurrence of such pests. The type, number and placement of these traps and host plants will be determined in consultation with Washington State University Extension Service or other agency approved by the Commissioners.

N. Equipment Maintenance. The Operator shall keep all maintenance vehicles clean. All equipment will be washed at a specially-designed equipment washing facility as needed to maintain intended function and to avoid odors and dust. Waste water from the equipment washing facility shall be collected and disposed of in accordance with local, state and federal law requirements or, alternatively, will be reused in a properly designed water recycling washing facility.

O. Composting Procedures. All composting activities shall be conducted in an area designed to collect and appropriately treat or dispose of any runoff or leachate. Design of the facility and the operations plan are subject to review and approval by the Health Department, must comply with the requirements of WAC 173-304, and shall address such concerns as odors and vector management as well as the composting operation itself.

P. Safety. WMW and the Operator shall meet Washington State Department of Labor & Industry requirements for worker health and safety.

XI. CLOSURE AND POST CLOSURE REQUIREMENTS

A. Standards

1. Until and unless WMW elects to construct and operate the Regional Landfill; the County, as Operator, shall be responsible for meeting all applicable closure and post-closure requirements, including all financial assurance requirements. If WMW elects to construct and operate the Regional Landfill, the County shall retain any and all closure and post-closure funds that the County has accrued.
2. The Operator shall conduct closure and post-closure of the Landfill in compliance with WAC 173-351 standards for non-arid design.
3. If WMW elects to construct and operate the Regional Landfill, WMW shall have the right to undertake any due diligence it deems necessary to assess the condition of the Landfill prior to taking over operation, and the County shall disclose to WMW all material information concerning the condition of the Landfill prior to WMW taking



over operation. Within FIVE (5) years of the Transition Date, as defined in Section III.D.1, if WMW can prove that any environmental, engineering, or other conditions, defects, or other problems are associated with the County's operation of the Landfill or failure to operate the Landfill in conformance with all applicable regulations and consistent with industry standards for Subtitle D landfills, WMW shall notify the County and the County shall take appropriate measures to correct such condition, defect, or problem. MFS and standard industry practices for Subtitle D landfills shall be the basis for any and all corrective measures. WMW shall assume all Landfill closure and post-closure responsibilities as of the Transition Date and shall assume all Landfill liabilities FIVE (5) years from the Transition Date. WMW shall bear the burden of proving any problems caused by Operator error. If any disputes arise under this Subsection, both Parties agree to use the dispute resolution process outlined in an Operating Agreement, as described in Section III.C.6.

4. WMW, in consultation with the County, shall prepare a written closure plan that meets the minimum requirements of WAC 173-351 for review and approval by the Health Department prior to commencing construction.
5. The final cover will include a low-permeability soil or synthetic membrane to eliminate infiltration of rain water. It will be contoured to redirect runoff and vegetated to promote evapotranspiration of excess moisture.
6. The Operator will maintain the final cover, leachate collection and groundwater and gas monitoring systems throughout the post closure period, a minimum of 30 years, unless a shorter period is approved by the Health Department and the Commissioners.
7. The Operator shall periodically inspect the final cover and make any necessary repairs. The Health Department shall monitor the Operator's inspection and repair activities.
8. The Operator shall submit reports to the Health Department at a frequency required by WAC 173-351 after closure regarding all of the closure and post closure plan requirements, including, but not limited to, the results of the monitoring, inspections, and cover repair.

B. Financial Assurances. The Operator must provide financial assurance for closure and post closure in accordance with the requirements identified in Section VIII.D.2 above.

C. Restrictions on Future Use. Unless WMW invokes its rights under Section III.E above, WMW shall be responsible for the Landfill in perpetuity and shall impose restrictions on the future use of the Landfill footprint area which, at minimum, meet the requirements of WAC 173-351 such as no irrigated farming, no tilling, no livestock grazing, or no other activities which threaten the integrity of cap. If WMW invokes its rights under Section III.E above and transfers ownership of the County Landfill Area to the County, the County



shall be responsible in perpetuity and shall impose restrictions on the future use of the Landfill footprint area which, at minimum, meet the requirements of WAC 173-351 such as no irrigated farming, no tilling, no livestock grazing, or no other activities which threaten the integrity of cap. As described in Section III.E above, upon transference to the County, WMW shall encumber a ONE THOUSAND (1,000) foot buffer to prohibit any future inconsistent uses.

- D. **Notice on Title.** WMW shall record a notice on title to the Landfill footprint area as required by WAC 173-351 stating that the site has been used to dispose of solid waste.

XII. COUNTY ROAD IMPROVEMENTS AND MAINTENANCE:

- A. If WMW elects to construct and operate the Regional Landfill, WMW shall be responsible for all costs associated with upgrading to all weather standards and to handle anticipated truck loads on that portion of Gray Road proposed to be used for access between SR 26 and the new private haul road and also the intersection of Gray Road and new haul road. WMW shall further be responsible for all costs associated with regular maintenance of these road areas to a minimum standard consistent with County maintenance of other similar class County roads. WMW shall also be responsible for obtaining all required permits to complete this requirement.
- B. If the County elects to operate the County Landfill, the County is then responsible for all costs associated with improving culverts and widening Mullan Road as required to operate the County Landfill.

XIII. SOLID WASTE UTILITY MITIGATION ISSUES

- A. The Parties acknowledge that the Landfill approved by this Unclassified Use Permit Mitigation Agreement may have some impact on the existing County solid waste system. WMW has made the solid waste services offer described in this Section, at least in part, to help mitigate those impacts. In addition, the Parties acknowledge that the County will have to make a future procurement decision on how to handle the County's Authorized Solid Waste and is considering several options including transportation to and disposal at the County Landfill. WMW agrees to continue to offer to provide solid waste disposal through: (a) the Columbia Ridge Disposal Offer; and/or (b) the phased development, construction, and operation of the Landfill as described in this Agreement. The County will complete any necessary procurement process before making a decision on how to dispose of the County's Authorized Solid Waste. The firm offer by WMW, which is described in Subsections XIII.B, .C, and .D below, has not, by extension of the Unclassified Use Permit and execution of this Agreement, been accepted by the County.
- B. WMW agrees to make certain payments and provide free solid waste disposal at the Columbia Ridge facility or another mutually agreeable WMW landfill facility, for municipal



solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of Adams County, subject to the terms and conditions of Section II of this Amended Mitigation Agreement.

- C. Upon mutual agreement of the Parties, WMW agrees to construct, and to provide for County operation, the County Landfill, including additional cells and necessary improvements, and shall provide certain heavy equipment, as specified in an Operating Agreement, as described in Section III.C.6, for managing municipal solid waste and other solid waste materials generated within Adams County and certain limited quantities of solid waste generated outside of Adams County, subject to terms and conditions of this Amended Mitigation Agreement and Exhibit B describing the necessary terms of the Operating Agreement.
- D. If WMW elects to operate the Regional Landfill, WMW shall allow the County to dispose of certain Authorized Solid Wastes generated within Adams County at the Regional Landfill without charging a tipping fee for disposal, subject to the following terms and conditions:
1. Authorized Solid Wastes eligible for free disposal are those household wastes and commercial solid wastes, as defined in WAC 173-351, that are (i) generated within Adams County, (ii) received at transfer stations owned and/or operated by Adams County or a municipality within Adams County, and (iii) delivered to the Regional Landfill by the County, a municipality within Adams County or their contractors. In addition, other persons may be eligible for free disposal upon the written agreement of the County and WMW. WMW shall not unreasonably withhold approval for local individual residents who reside within Adams County or private haulers handling solid waste that is generated within the County that is not processed through a County transfer station. Without limiting WMW's right to withhold approval, the Parties agree that WMW may withhold approval for any or all residents who dispose of or seek to dispose of more than 200 tons per years of Authorized Solid Wastes directly at the Landfill.
 2. The Parties acknowledge that a fee on Authorized Solid Waste may still be collected on behalf of the County at the transfer station and/or the Regional Landfill to cover the cost of County solid waste programs approved by the Commissioners.
 3. WMW shall provide the County with TWO (2) years advance written notice of its intent to close the Regional Landfill during which period WMW shall continue to provide disposal without charge as described above. If WMW does not or cannot provide TWO (2) years notice of its intent to close the Regional Landfill, then WMW shall provide the County with a backup landfill for the disposal of the County's Authorized Solid Waste for the period of time commencing upon the closure of the Regional Landfill and ending TWO (2) years from the date of notice provided by WMW of its intent to close the Regional Landfill. For the period of time when the County's Authorized Solid Waste must be disposed of in the backup landfill, WMW



shall provide free disposal and shall reimburse the County for the additional transportation costs (i.e., any costs greater than the transportation costs to the Regional Landfill), if any, for transporting Authorized Solid Waste to the backup landfill.

4. In no event shall WMW have any obligation to provide County with free disposal after (i) the closure of the Regional Landfill, or (ii) 2 years after providing the County with written notice as specified in Subsection 3 above, whichever is later.
5. Notwithstanding the above, if the Regional Landfill is forced to close because Adams County or the Adams County Health Department unreasonably refuses to renew the required permits, then WMW will only be required to dispose of the County's Authorized Solid Waste for the remainder of the period during which the Regional Landfill is allowed to operate.

XIV. PUBLIC AND COMMUNITY SERVICES MITIGATION

- A. Community Grant. Pursuant to the original Mitigation Agreement, WMW voluntarily donated to Adams County a community grant of \$40,000 as community services impact mitigation. The County used this grant for the benefit of Adams County Citizens generally.
- B. Local Hiring Program. To the extent practicable, if WMW elects to construct and operate the Regional Landfill, WMW will establish a local hiring program as follows:
 1. The program goal is to hire a minimum of 75% of the total Regional Landfill employees, including construction employees, from existing local residents. To the extent possible, WMW will establish preferential local hiring policies.
 2. WMW will provide reasonable training to local residents to facilitate local hiring.
 3. WMW will advertise available jobs in official local newspapers and with local employment offices.
 4. WMW will report to the County on the percentage of local hires and on specific steps to be taken to modify the hiring program if the 75% goal has not been met as follows:
 - a. once prior to start of construction
 - b. once per quarter for the next 2 years of construction and operation
 - c. once per year for five years thereafter.
 5. Nothing in this section is intended to violate the requirements of Title VII of the Civil Rights Act of 1964, especially 42 U.S.C. § 2000e-2 and/or RCW 49.60.030.



- C. Agricultural Products Contingency Plan. If WMW elects to construct and operate the Regional Landfill, WMW shall, in consultation with the Washington Association of Wheat Growers, the Washington Cattlemen's Association, and any other interested agricultural organizations identified by the County Commissioners, establish a contingency plan for responding to potential agricultural product disparagement issues, including potential market perception that County crops may be "contaminated" by the presence of the Regional Landfill operations. The Contingency Plan must be approved by the Commissioners prior to start of construction of the first cell intended for Regional Landfill operation. The Contingency Plan will include, at a minimum, the following:
1. trigger mechanisms to implement the plan
 2. independent testing
 3. advertising effort in major markets impacted
 4. efforts to counter claims of agricultural disparagement or respond to market fears
 5. costs necessary to lobby or work with government agencies
 6. assurances of performance

XV. TAXES AND FEES

- A. WMW shall be responsible for all property taxes assessed and all other taxes (including sales tax, B&O tax, etc.), all permit or license fees, and any other governmental assessment or charge relating to the construction of the County Landfill, if constructed. After operation of the County Landfill commences and until WMW begins operating the Regional Landfill, the County shall be responsible for all other taxes (including sales tax, B&O tax, etc.), all permit or license fees, and any other governmental assessment or charge relating to the operation and maintenance of the County Landfill.
- B. After WMW begins operating the Regional Landfill, WMW shall be responsible for all property taxes, as well as all other taxes (including sales tax, B&O tax, etc.), all permit or license fees, and any other governmental assessment relating to the construction, operation and maintenance of the Regional Landfill.
- C. WMW will comply with any requirements of state agricultural lands and open space lands tax designations, including payment of back taxes and penalties if required by state law.
- D. WMW and the Operator will use their best efforts to encourage local sales tax revenue by arranging point of sale as much as practicable to be in Adams County.

XVI. COUNTY'S DISCLAIMER OF RESPONSIBILITIES

Resolution
 ADAMS COUNTY COMMISSIONERS
 Adams County Auditor, Nancy McBroom

EXHIBIT A



- A. If WMW elects to construct and operate the Regional Landfill, County has no affirmative burden to seek Authorized Solid Waste from other jurisdictions but will reasonably enter into interlocal agreements as required by the Adams County Solid Waste Plan.
- B. Except as specifically provided herein, WMW acknowledges that the County is not responsible for the timing of the project or permits, although County will use reasonable and diligent efforts in processing any permits required from the County.
- C. County is not responsible to work out agreements with railroad or WSDOT regarding WMW transportation requirements or the approvals necessary to accomplish the road mitigation identified above.
- D. A Party's failure to detect violations of this Agreement shall not be deemed a waiver of the right to enforce all of the terms of this Agreement.
- E. Nothing in this Agreement shall constitute a waiver by the County of its public duty to protect the public health, safety and welfare and the County reserves the right to take all actions necessary to protect same in future and to protect the public from operation of a public nuisance.
- F. Any County or WMW approvals required by this Agreement shall not be unreasonably withheld. The County and WMW shall reasonably cooperate in providing necessary information requested by WMW to obtain approvals required from third parties.

XVII. HOST FEES FOR REGIONAL LANDFILL

- A. Calculation of Host Fee. If WMW elects to construct and operate the Regional Landfill, WMW shall pay to the County a Host Fee for each ton of Authorized Solid Waste (excluding any Authorized Solid Waste generated within the County for which no disposal fee is paid, as described in Section XIII.D.1 above) based on the following tonnage thresholds:

<i>Total Tons Per Month (tpm)</i>	<i>MSW</i>	<i>Non-MSW</i>
<i>Less than 21,000 tpm</i>	<i>None</i>	<i>None</i>
<i>21,000 tpm to 42,000 tpm</i>	<i>\$0.75/ton</i>	<i>\$0.25/ton</i>
<i>more than 42,000 tpm</i>	<i>\$1.75/ton</i>	<i>\$0.45/ton</i>

- 1. For purposes of the Host Fee, the following definitions apply:
 - a. MSW means only "household waste" and "commercial solid waste" as defined in Chapter 173-351 WAC.
 - b. Non-MSW means all Authorized Solid Waste other than MSW.



2. The Host Fee shall be calculated by multiplying the total tons of Authorized Solid Waste (excluding any Authorized Solid Waste generated within the County) received during any calendar month times the Host Fee rate applicable to the tonnage threshold. For example, if the total tonnage of Authorized Solid Waste disposed of during the month is 25,000 tons (consisting of 20,000 tons of MSW and 5,000 tons of Non-MSW, the Host Fee would be \$16,250 (20,000 tpm x \$0.75/ton + 5,000 tpm x \$0.25/ton).
- B. Quarterly Payment. The Host Fee shall be paid quarterly to the County within 20 calendar days after the end of the preceding quarter for all Authorized Solid Waste (excluding any Authorized Solid Waste generated within the County) disposed of at the Regional Landfill during that preceding quarter. WMW shall submit to the County accurate records indicating the total tonnage disposed of for each day of the preceding quarter, together with a check payable to the County for the Host Fee amount owing under this Agreement. The County shall have the right to hire an independent private auditor to conduct an annual audit of the tonnage data and the Host Fee calculations. WMW agrees to make all necessary information available to the independent auditor for this purpose, upon reasonable demand from the County. The independent private auditor shall be required to maintain the confidentiality of all cost, revenue, and other data and shall not allow such documents to become public record for the purposes of RCW 42.17.250, et seq.
- C. Guaranteed Minimum. Once operation of the Regional Landfill has passed the tonnage threshold of 21,000 tpm, WMW shall pay to the County a guaranteed minimum host fee of \$6,000 per month of operation, regardless of the volume of Authorized Solid Waste disposed of at the Regional Landfill and regardless of the amount of revenue WMW collects as disposal fees on Authorized Solid Waste disposed of at the Regional Landfill. If at the end of any full year of operation, the total annual Host Fee paid to the County does not equal or exceed the guaranteed minimum, then WMW's last Host Fee payment for that year of operation shall include an amount sufficient to bring the total annual Host Fee up to the guaranteed minimum. "Year of operation" means the year commencing upon the date of opening of the Regional Landfill for accepting Authorized Solid Waste for disposal and all subsequent years.
- D. Use of Host Fees. The Host Fees payable pursuant to this Agreement shall be deposited into an Adams County Mitigation and Economic Benefit Fund and shall be used for functions and activities that promote economic benefit and public welfare for the citizens of Adams County.
- E. Gilliam County Reopener. The Parties agree that the Host Fee applicable to annual tonnages greater than 42,000 tpm shall be renegotiated at such time as the owner or operator of the Columbia Ridge Landfill located in Gilliam County, Oregon renegotiates its existing host fee agreement with Gilliam County, Oregon to a greater host fee than currently paid in Gilliam County, Oregon. The host fee currently paid in Gilliam County is



\$1.75 per ton of MSW and \$0.45 per ton of Non-MSW. WMW agrees to offer Adams County a host fee comparable to any renegotiated host fee in Gilliam County, Oregon, when the average monthly volume exceeds 42,000 tpm.

- F. Waiver of Right to Challenge Host Fees. WMW knowingly and willingly waives right to challenge or contest the validity of the Host Fee provision of this Agreement. WMW has agreed to these Host Fees voluntarily, without duress by the County. In the event the Host Fee provision of this Agreement is invalidated, WMW agrees to continue to make Host Fee payments in exchange for the continued right to operate the Regional Landfill, to the extent permitted by law.

XVIII. INDEMNIFICATION AND LIABILITY

A. WMW's Indemnification.

1. WMW shall hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees, representatives and agents, from and against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs and other costs of defense) arising out of
 - a. the County's lawful actions in processing WMW's Regional Landfill proposal or in granting any of the required permits and approvals, including the unclassified use permit and the Operating Permit,
 - b. any injury (whether mental or corporeal) or death to persons, or any damage to real or personal property arising out of or incidental to any act or omission of WMW in the performance of its obligations under this Agreement, and
 - c. any and all costs or damages resulting from any release or emission or threatened release or emission or any environmental contamination and/or failure to comply with all applicable federal, state and local environmental statutes and regulations, arising out of or incidental to any act or omission of WMW in the performance of its obligations under this Agreement.
2. The obligations and indemnifications provided in this Agreement shall be guaranteed by WMI in a separate guarantee agreement that contains at a minimum the following terms:
 - a. Upon request of the County, WMI shall provide the County with an independently audited financial statement from the latest annual report which adequately demonstrates, in the Commissioners' sole discretion, sufficient assets to secure the financial commitments, including potential liability for environmental contamination contained in this Agreement. If the County is not reasonably satisfied with the financial statement of WMI, then WMW's right to operate the landfill pursuant to this Agreement and the unclassified use permit



- may, at the Commissioners' sole discretion, be suspended and not be reinstated until such time as the County is provided adequate alternative assurances.
- b. In the event of any default of any of the terms of this Agreement and failure to cure by WMW within the time allowed, County shall have the right to demand performance and/or payment of damages from WMI.
 - c. WMI's obligations as Guarantor of this Agreement shall remain in full force and effect throughout the term of this Agreement and those obligations of WMW that survive termination shall similarly be obligations of Guarantor that survive termination.
 - d. WMI fully waives any right to notices, demands, amendments or modifications to this Agreement. Notice, demand, amendment or modification being given to or executed by WMW shall also bind WMI as Guarantor.
 - e. The obligations of WMI as Guarantor shall be binding on Guarantor's heirs, successors and assigns.
3. It is further understood that the indemnification provided in this Agreement shall constitute WMW and WMI's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification and solely in relationship to the County and shall not constitute WMW's waiver in respect to the employee.

B. County's Indemnification

1. During the County's operation of the County Landfill and for a period of FIVE (5) years from the Transition Date, as defined in Section III.D.1, the County shall hold harmless, indemnify and defend WMW, its officials, officers, employees, representatives and agents, from and against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs and other costs of defense) arising out of:
- a. any injury (whether mental or corporeal) or death to persons, or any damage to real or personal property arising out of or incidental to any act or omission of the County in the performance of its obligations under this Agreement, and
 - b. any and all costs or damages resulting from any release or emission or threatened release or emission or any environmental contamination and/or failure to comply with all applicable federal, state and local environmental statutes and regulations, arising out of or incidental to any act or omission of the County in the performance of its obligations under this Agreement.

C. Notice and Defense.



1. Whenever a Party receives notice of any claim or action that the Party believes is covered by the indemnification provisions of this Agreement, that Party shall, within five (5) working days after receiving such notice, present the other Party with written notice of the action or claim and shall make a demand of the other Party to cover the costs of defending such claim or action pursuant to the provisions of this Agreement.
 2. In any action subject to the indemnification provisions of this section, if a Party (the "Indemnitee") presents the demand for indemnification as provided for in Subsection (1) above and the other Party (the "Indemnitor") agrees to fully indemnify the Indemnitee for any costs, claims or damages, then the Indemnitor shall have the right to select counsel and experts for the defense and control the litigation for the defense. If there is any potential that the Indemnitee may be liable for any of the costs, claims or damages, then the Indemnitee shall retain sole discretion in the selection of its counsel and experts. The Indemnitee shall reasonably coordinate its defense costs and selection of counsel and expert witnesses with those of the Indemnitor to minimize duplicative efforts.
- D. Comparative Fault. In the event of comparative fault on the part of the County and WMW, any loss shall be apportioned in accordance with the percentage fault of each Party.
- E. No Waiver. No action or inaction of either Party shall be deemed a waiver of the indemnity provisions of this Agreement.
- F. Survival of Indemnification. The indemnification provisions of this Section specifically survive termination of Agreement.

XIX. INSURANCE

A. WMW's Insurance.

1. Without limiting its liability under this Agreement, WMW shall procure and maintain at its sole expense commencing with the start of construction of the County or Regional Landfill, insurance of the types and in the minimum amounts stated below:

Schedule	Limits
Worker's Compensation Statutory Coverage & Employer's Liability (including appropriate federal acts)	Statutory/\$1,000,000
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors	\$5,000,000 Combined Limit Single



Environmental Liability	\$10,000,000 Combined Limit Single
Automobile Liability All Autos Owned, Hired or Used	\$1,000,000 Combined Limit Single

2. WMW's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section XVIII of this Agreement. It shall also name the County as an additional insured for liability arising out of operations performed by WMW pursuant to this Agreement.
3. All insurance shall be written by a company or companies with a Best rating of "A" or better, licensed in the State of Washington to provide the type of insurance that the company is offering. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the County, on a form acceptable to the County.
4. All insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until sixty (60) days after receipt of written notice by County.

B. County's Insurance.

1. Without limiting its liability under this Agreement, if the County elects to operate the County Landfill it shall procure and maintain at its sole expense during its operation, insurance of the types and in the minimum amounts stated below:

Schedule	Limits
Worker's Compensation Statutory Coverage & Employer's Liability (including appropriate federal acts)	Statutory/\$1,000,000
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors	\$5,000,000 Combined Limit Single
Environmental Liability	\$10,000,000 Combined Limit Single
Automobile Liability All Autos Owned, Hired or Used	\$1,000,000 Combined Limit Single

2. The County's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section XVIII of this Agreement. It shall also name WMW as an additional insured for liability arising out of operations performed by County pursuant to this Agreement.
3. All insurance shall be written by a company or companies with a Best rating of "A" or better, licensed in the State of Washington to provide the type of insurance that the company is offering. Prior to commencing any work under this Agreement,

certificates evidencing the maintenance of said insurance shall be furnished to WMW, on a form acceptable to WMW.

4. All insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until sixty (60) days after receipt of written notice by WMW.

XX. DEFAULT AND TERMINATION

- A. Default - There shall be two categories of default by WMW or the Operator in its performance under this Agreement:
 1. A "Procedural Default" is one in which WMW or the Operator fails to meet a material term of this Agreement but which failure does not cause or threaten to cause any personal injury, property damage, or harm to the environment, e.g., the Operator is late in providing a required report or document to the County and said document is not necessary to make timely County decisions to avoid damage or threatened harm.
 2. A "Substantive Default" is one in which WMW or the Operator neglects, fails, or refuses to comply with a material term of this Agreement and such failure causes or directly threatens personal injury, property damage or harm to the environment, e.g., failure to properly install or operate the groundwater monitoring system.
 3. For purposes of this Agreement, if WMW is insolvent, dissolved pursuant to court order, files for bankruptcy, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, that event could impair or frustrate WMW's performance of this Agreement. Therefore, it is agreed that the occurrence of those events shall constitute a substantive default under this Agreement, and if WMW cannot supply adequate assurances of future performance to the County within fifteen (15) days of the notice of such default, then the County may select any of the remedies identified in Subsection D.
 4. For purposes of this Agreement, WMW's failure to pay the host fee, as provided for in Section XVII above, shall be deemed a Substantive Default.
- B. Opportunity to Cure - In the event of either a Substantive or a Procedural Default, the defaulting Party shall have fifteen (15) days from the date of written notice by the other Party to commence cure of or remedy the default. The time provided to cure under this section may be extended for a reasonable time upon approval of the other Party.
- C. Emergency - In situations where the County or the Health Department reasonably determine that immediate action is required to protect the public health, safety and welfare and therefore that an emergency exists, WMW or the Operator shall be required to



immediately cure the default and the opportunity to cure provision of Subsection B above shall not apply.

D. Remedies

1. If the Procedural Default is not remedied within fifteen (15) days, the County or the Health Department, whichever entity has jurisdiction of the subject matter pursuant to this Agreement, may assess monetary penalty against WMW or the Operator in the amount of Five Hundred Dollars (\$500) per day for each additional day that WMW or the Operator fails to cure the Procedural Default. If WMW or the Operator fails to cure the Procedural Default after incurring thirty (30) days of such monetary penalties, the agency with jurisdiction may elect to treat the Procedural Default as a Substantive Default.
2. If the Substantive Default is not remedied within fifteen (15) days, the agency with jurisdiction may, at its option, choose one of the following remedies, including all reasonable costs and attorneys fees to seek such remedy:
 - a. seek the judicial remedy of specific performance;
 - b. seek actual damages for personal injury, property damage or harm to the environment;
 - c. require closure of the facility or the applicable portions of the facility;
 - d. declare this Agreement terminated and the applicable permits under its jurisdiction suspended or revoked.
3. Remedies for Procedural Default and Substantive Default during the construction and operation of the County Landfill shall be specified in an Operating Agreement, as defined in Section III.C.6.
4. Nothing in this selection of remedies section shall be deemed to affect any individual actions or remedies that may be available to individuals or individual property owners asserting damage arising out of the construction or operation of the Landfill.
5. Nothing in this remedy section shall be interpreted to prevent a Party from seeking adequate performance and/or damages as more fully provided in Section XVIII above.

E. Uncontrollable Circumstances - The occurrence of uncontrollable circumstances shall excuse and suspend during its duration the obligations of WMW or the County to perform an obligation or comply with a condition or requirement of this Agreement; provided, however, that depending on the uncontrollable circumstances, WMW or the Operator may be required to take such actions that are reasonably necessary to protect the public health, safety and welfare and will be precluded from further construction or operation at the site or from receiving any of the benefits under the terms of this Agreement until the



uncontrollable circumstance has ended. "Uncontrollable Circumstances" means any act, event or condition, (including a labor strike, work stoppage or slowdown that cannot be remedied with reasonably available alternative work forces) that has a material adverse effect on the rights or the obligations of a Party under this Agreement, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition or requirement of such Party under this Agreement. such acts or events shall include, but not limited to, the following:

1. an act of God (except normal weather conditions for Adams County), hurricane, volcanic eruption, tornado, epidemic, landslide, lightning, earthquake, fire or explosion (provided such explosion or fire is not caused by WMW or the County), flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence;
2. exercise of the power of condemnation or other taking by any governmental body;
3. the order, or injunction or judgment of any federal, state, or local court, administrative agency or governmental body or officer with jurisdiction in the County, affecting the construction or operation of the Landfill or the right or the ability of WMW or the Operator to receive solid waste at the Landfill, provided, however, that such order or judgment shall not arise in connection with or be caused by the negligent or willful action or inaction of the Party relying thereon;
4. the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval, provided, however, that such suspension, termination, or denial shall not arise in connection with or be caused by the negligent or willful action or inaction of the Party relying thereon;
5. a labor strike, work stoppage or work slowdown beyond the reasonable control of the Party relying thereon and provided that substitute labor cannot reasonably be obtained, a Party whose performance is affected by any such event shall give written notice to the other Party as soon as it is reasonably practicable and further shall attempt diligently to remove such condition;
6. A Party not performing its obligations under this Agreement because of an uncontrollable circumstance shall not be entitled to the benefits of this Agreement (such as the right to receive solid waste or the right to receive the host fee) until such obligations are performed or some reasonable substitution is agreed.

F. Provisions that Survive Termination. In the event this Agreement is terminated pursuant to operation of any of the provisions of this Agreement, the following provisions shall expressly survive termination:

1. the closure requirements of Section XI.
2. the indemnification provisions of Section XVIII.



- 3. the assignment provisions of Section XXII.
- 4. the compliance with applicable law provisions of Section III.
- 5. the free disposal of County Authorized Solid Waste of Section XIII.

XXI. CORRESPONDENCE AND NOTICE

A. Notice. All notices or communications provided for by this Agreement must be in writing, and may either be delivered personally, by certified mail, by express delivery service, or facsimile transmission, return receipt requested. Such notices shall be deemed delivered on the date of receipt, as evidenced by the return receipt or the equivalent (e.g., date stamp of recipient, proof of facsimile transmission). Either Party shall have the right to designate a new address for the receipt of notices by giving written notice, but notwithstanding the foregoing, such notice of a new address shall not be effective until actually received by the other Parties. All notices or communications shall be given to the Parties at their addresses set forth below:

County: Adams County Commissioners
210 W. Broadway
Ritzville, WA 99169

with a copy to: Adams County Health Department
425 E. Main, Suite 700
Othello, WA 99169

with add'l copy to: Adams County Public Works
210 W. Alder
Ritzville, WA 99169

WMW: Calvin R. Palmer
Vice President
Waste Management of Washington, Inc.
801 Second Avenue, Suite 614
Seattle, WA 98104

with a copy to: Waste Management
Attention: Western Group General Counsel
7025 N Scottsdale Road, Suite 200
Scottsdale, AZ 85253

XXII. ASSIGNMENT



- A. No assignment of any of the rights or obligations of this Agreement is allowed without written approval of Commissioners, provided WMW can assign its rights and obligations without Commissioner approval under the following circumstances: (1) to another entity that owns in excess of 50% of WMW; (2) to another entity that is at least 50% owned by the same entity that owns in excess of 50% of WMW; or (3) to an entity that is owned in excess of 50% by WMW. Provided further that all of the financial obligations of the parent company (WMI) cannot be assigned to any entity without County approval that the proposed assignee has sufficient assets to satisfy the obligations of this Agreement.
- B. The County will not unreasonably withhold its approval of an assignment if WMW provides sufficient assurance of comparable security.

XXIII. GENERAL PROVISIONS

- A. State Law. This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Washington. Venue is to be in Adams County, or an adjacent county.
- B. Compliance with Law.
 - 1. General. In performing each and every part of this Agreement, WMW and the Operator, its officers, employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances, building codes, orders and all other requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the Project and WMW and Operator shall accordingly obtain all licenses and permits required by law. The latter requirements of law include, but are not limited to, all applicable statutes, regulations and orders concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning requirements and prohibitions, permits, fees and similar subjects. The County shall have the right to inspect copies of all correspondence or any other public documents sent to or from WMW, its officers, employees, agents or subcontractors to any government agency, federal, state, regional, county or local, relative to any and all of the requirements of law relating to this Agreement. The requirements of this section shall survive the expiration of the Agreement.
 - 2. Environmental Compliance. WMW and the Operator shall further construct and operate the Landfill in compliance with any applicable local, state or federal law or regulation for the protection of human health or the environment or natural resources which is now or which may be at any time in effect, including, but not limited to, all federal, state and local laws and regulations relating to the handling, treatment and disposal of hazardous or dangerous materials or wastes.



3. **Public Procurement Compliance.** To the extent necessary to comply with the law, this Agreement shall be interpreted and performed in compliance with the state's public procurement processes. WMW's obligations under this Agreement, including the firm offer outlined in Subsections XIII.A, .B, and .C will remain open until the County completes any required procurement processes to decide how to dispose of the County's Solid Waste.

C. **Comprehensive Solid Waste Management Plan Updates.** Each required renewal of the Operating Permit shall be in conformance with the county's comprehensive solid waste management plan as may be hereafter amended, to the extent required by then applicable law.

D. **Time of the Essence.** Time limits stated in this Agreement are of the essence. No waiver of the Agreement time limits is to be construed by either Party's failure to object to untimely performance under the Agreement. In any event, any waiver of such time limits shall not be construed as a waiver of any future time limits.

E. **Accounting Systems.** WMW shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and material supplied in connection with this Agreement. WMW's accounts and records covering the charges and reporting requirements that are addressed in this Agreement shall be open to inspection for any reasonable purpose by the County, the Health Department and the State of Washington at all reasonable times and shall be retained by WMW for a time period sufficient to cover expiration of all applicable statutes of limitation. The County shall have the right to inspect and copy all records and documents, to interview any persons, and to review any evidence in WMW's possession or control which may assist the County in determining what amounts are owed to the County.

F. **Severability.** Except as set forth below, if any term or provision of this Agreement or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law; provided, that the Parties shall negotiate in good faith regarding any amendment to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable; and Provided further that the Parties expressly agree that the Host Fee provisions of Section XVII above shall be deemed a material term of this Agreement. If the Host Fee is held invalid or unenforceable, then, at the Commissioners' sole discretion, WMW's right to continue construction and/or operation of the Landfill shall immediately cease until the Parties can reach agreement on an appropriate and enforceable amendment to this Agreement to satisfy the requirements of the host fee provisions.



- G. No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.
- H. Independent Contractor/No Joint Venture. The Parties shall perform all work under this Agreement as independent contractors. Neither Party is not now nor will it ever be considered an employee, agent or servant of the other Party for any purposes under this Agreement or otherwise. No subcontractors, employees or agents of either Party are or shall be considered employees, agents, subagents or servants of the other Party for any purposes under this Agreement or otherwise. Nothing in this Agreement shall be construed to create a partnership or joint venture between the County and WMW.
- I. Headings. Any headings to articles, sections or paragraphs are not part of the terms of this Agreement and shall not be interpreted as such.
- J. Attorneys' Fees. If any legal action is necessary to enforce the provisions of this Agreement, the prevailing Party shall be entitled to its reasonable costs and attorneys fees, including those on appeal, in addition to any other relief to which it may otherwise be entitled.
- K. Binding Effect/Amendment. This Agreement is complete and binding upon all Parties and may only be amended in writing, signed by both Parties. The County may amend this Agreement without also requiring an amendment to the Unclassified Use Permit unless the Commissioners determine, in their discretion, that the proposed amendment constitutes a substantial change in a material provision of the unclassified use permit that requires public notice and hearing as provided in Section III.D.3 of this Agreement
- L. Construction. The terms of this Agreement have been fully negotiated by both Parties and there shall be no presumption of construction or interpretation for or against either Party as drafter.

XXIV. EFFECTIVE DATE

- A. This Amended Mitigation Agreement shall be effective November 30, 2007 (the "Effective Date").
- B. This Amended Mitigation Agreement amends, restates, and replaces the 1994 Mitigation Agreement, as amended. Upon the Effective Date, this Amended Mitigation Agreement shall replace the 1994 Mitigation Agreement in its entirety.

XXV. SIGNATURE EXECUTION

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

EXHIBIT A



Parties warrant and represent that they have the authority to enter into and sign this permit/agreement and that such signatures are binding upon their companies and/or County.

ADAMS COUNTY, a Washington Municipal Corporation

WASTE MANAGEMENT OF WASHINGTON, a Washington corporation

BOARD OF COUNTY COMMISSIONERS

By: *Roger L. Hartwig*
Name: Roger L. Hartwig
Title: Chairman

By: *Calvin R. Palmer*
Name: Calvin R. Palmer
Title: vice president

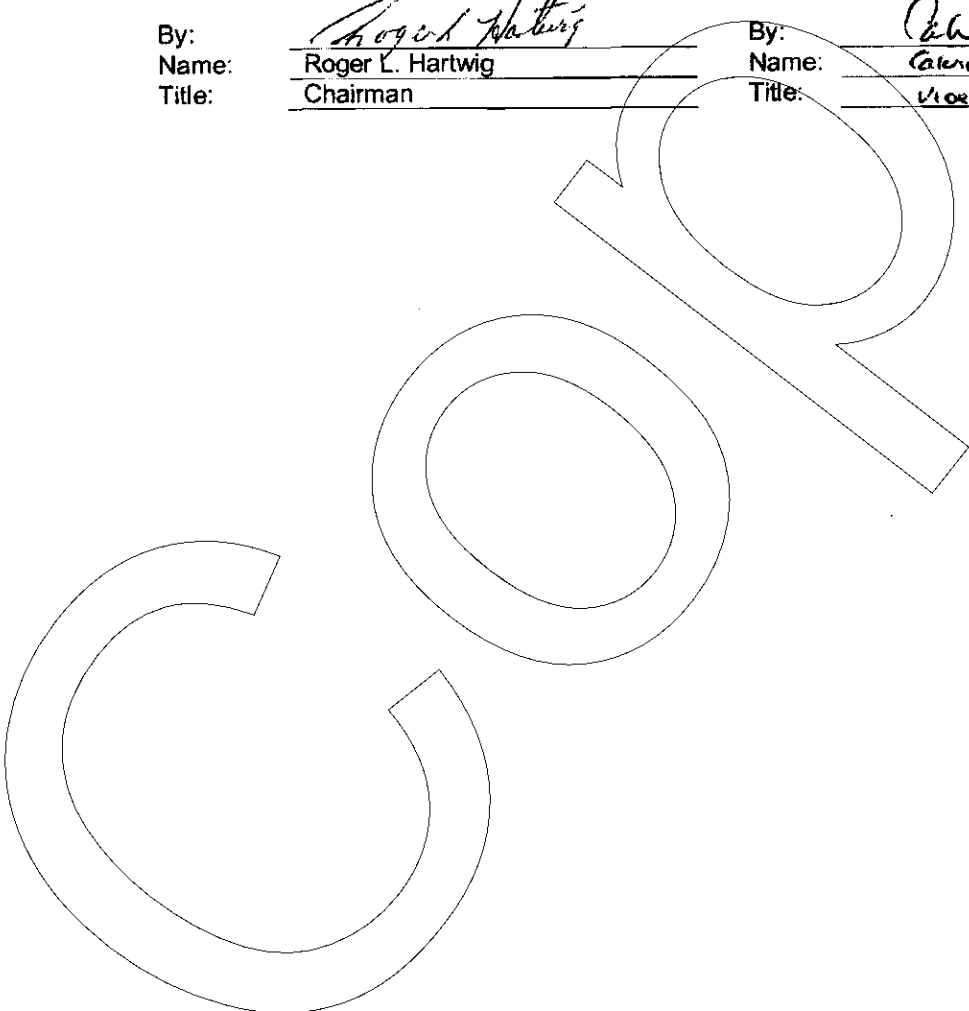


EXHIBIT A

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom

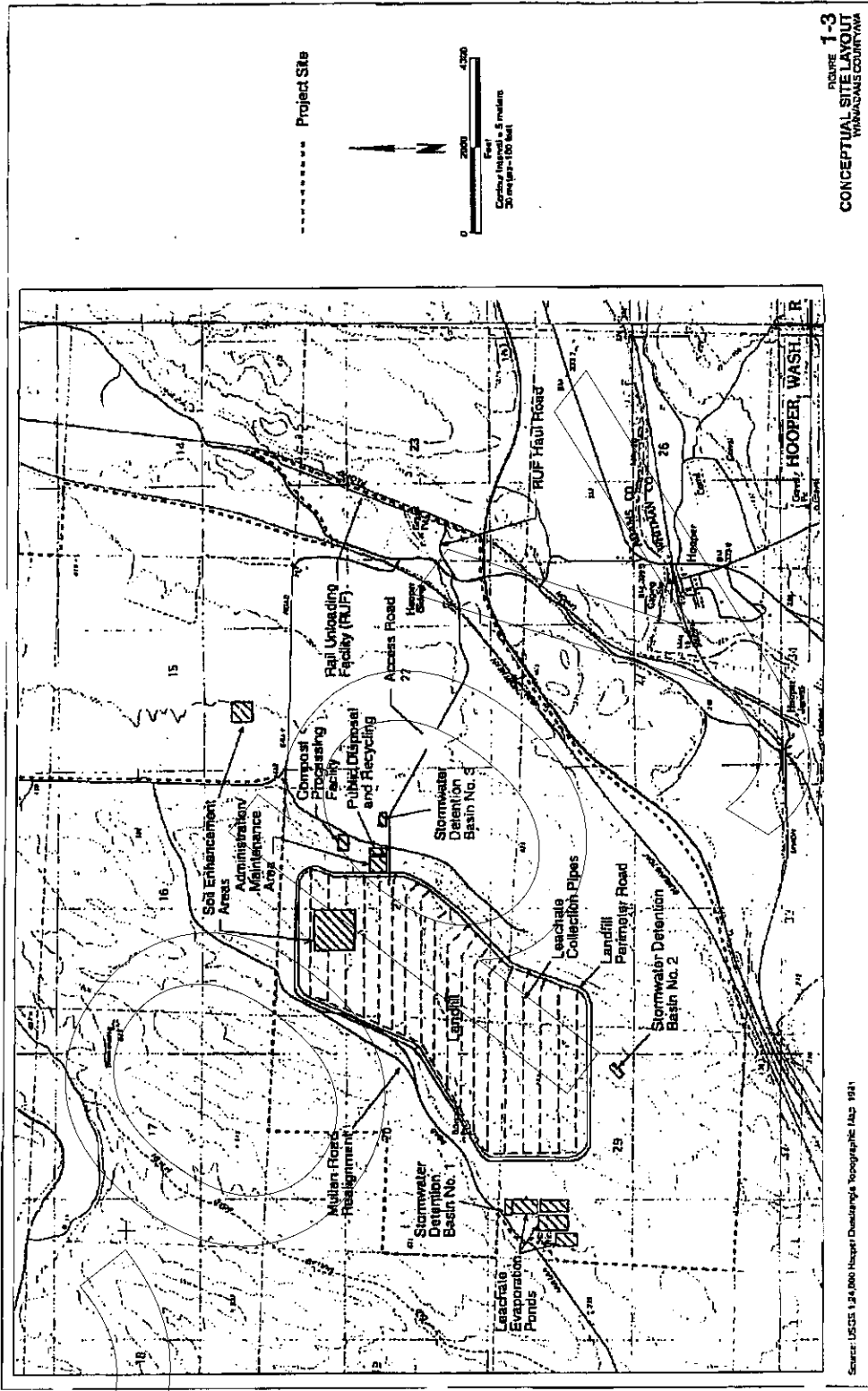


FIGURE 1-3
CONCEPTUAL SITE LAYOUT
WYANDACUS COUNTY, WY

Golder Associates

Source: USGS 1:24,000 Naper Quadrangle Topographic Map, 1981

PROJECT NUMBER: 2008020001 DATE ISSUED: 01/19/11



**EXHIBIT B
AMENDED AND RESTATED
ADAMS COUNTY UNCLASSIFIED USE PERMIT MITIGATION AGREEMENT**

Operating Agreement Bullet Points

Size of County Landfill

- 13.29 acres (which shall include site of active waste cell) as depicted on Exhibit C and a defined area around the leachate pond, stormwater detention, building, and other operating needs will constitute the "County Landfill Area"
- Cell #1 will be built with a minimum of two (2) years capacity and will be available for filling prior to June 30, 2011
- Cell #2 will be built and available for filling prior to December 31, 2015 or the date Cell #1 is full; however, such date may be modified earlier or later through the bi-party review and assessment process defined below
- The combined sizes of Cells #1 and #2 will create ten years of landfill capacity for Adams County
- Additional cells shall be constructed no later than six (6) months in advance of expected need and must be authorized for filling by the County Health Department and Department of Ecology no later than ninety (90) days in advance of expected need

Permits and Landfill Plans

- The Operating Agreement shall specify the party that holds each necessary permit and designate which party is responsible for obligations under the permits
- Any updates to permits must be approved by the County
- All updates to closure plans shall be done through collaboration of WMW and the County

County's Operation of County Landfill

- County must operate the County Landfill in accordance with MFS for operations and the Mitigation Agreement and consistent with industry standards for Subtitle D landfills, including updates to MFS operating guidelines and industry standards over time
- County agrees to bear costs of operating the County Landfill, including costs associated with: monitoring water and gas; maintenance of County Landfill Area; recordkeeping per state requirements; insurance (per the requirements of the Mitigation Agreement); and the County's operating permit
- WMW agrees to work with Adams County to prepare and process the County's operating permits



WMW's Construction of the County Landfill

- WMW will enclose the entire County Landfill Area with chain-link fencing
- Stormwater:
 - The 100-year, 24-hour storm must be detained on-site for entire life of County Landfill
 - Stormwater systems must be designed to ensure that the existing stormwater conveyance, i.e. dry-release gully, is routed around the property
 - Ponded water may be reused for dust control
 - Stormwater may be recirculated into cell in prescribed fashion ending Department of Ecology's revision to WAC 173-351
- WMW will construct a water supply well not to exceed 5000 gpd (exempt well)
- WMW will construct a small building for employees (min. 120 sq ft), which may be prefabricated, and provide a vault-style toilet
- WMW will provide electricity for employee building and pumping of leachate pond
- For each cell constructed, WMW, at its sole cost and expense, will hire a consultant mutually agreed to by the County Health Department, to test 100% of the liner using a conductivity method. WMW agrees to make any repairs necessary to the liners to ensure there are no leaks
- WMW must meet both MFS and requirements contained in the Mitigation Agreement for construction and industry standards for Subtitle D landfills

Equipment

- The condition of all equipment described below must be approved by Adams County prior to acceptance
- Once accepted by Adams County, all equipment becomes the property of Adams County. Adams County will assume all operations and maintenance costs as well as replacement of equipment once its useable life has expired
- WMW agrees to provide the following Landfill Operating Equipment:
 - One (1) 950 Cat wheel loader or equivalent in good condition, late model, and low hours, including any applicable warranties
 - One (1) 826 Cat landfill compactor or equivalent in good condition, late model, and low hours, including any applicable warranties
- WMW agrees to provide the following Transfer Facility Equipment, provided WMW did not already pay the Settlement Agreement accrual balance in 2011 as described in Section II of the Mitigation Agreement:
 - Two (2) drop axle tractors in good condition, late model, and low hours, including any applicable warranties



- Five (5) walking floor trailers, length – 53 feet, height to be approved by Adams County, in good condition, late model, and low hours, including any applicable warranties

Review & Dispute Resolution Process

- Either party may request a conference regarding the Landfill construction and/or operations and parties will agree to schedule a conference as quickly as necessary depending on the item to be discussed
- Parties shall independently review status of Landfill and its associated agreements every five (5) years and provide, in writing, party's continued intent to be bound by the Landfill agreements
- If a dispute arises under the Landfill agreements, the Parties agree to first mediate any such dispute and, if mediation fails to resolve the dispute, submit claims to final and binding arbitration
- In the event of mediation or arbitration, the Parties agree that the standard of care is "standards in the industry for comparable-sized operations"
- Parties shall meet and confer at a minimum of every year to discuss any issues with Landfill operation and construction or other Landfill-related issues

Remedies

- Parties agree to include and specify remedies for Procedural and Substantive Default during construction and operation of the County Landfill



Interlocal Agreement

for

Solid Waste Services

This agreement made and entered into this 16th day of May, 2005 by and between Lincoln County, Washington and Adams County, Washington, both of which are organized under the laws of the State of Washington and hereinafter collectively referred to as "Counties";

WITNESSETH:

WHEREAS, the Counties have entered into contracts for operation of solid waste transfer stations to include long haul and disposal of solid waste to a regional landfill to serve each respective county jurisdiction; and,

WHEREAS, geographical conditions make it advantageous for wastes from parts of one county to utilize the transfer stations located in the adjoining county in an effort to provide efficient and cost effective solid waste disposal; and,

WHEREAS, it is to the mutual advantage of the Counties to contract pursuant to Chapter 39.34 RCW for the purpose of sharing transfer station facilities in order to assure proper disposal of solid waste; and,

WHEREAS, the previous interlocal agreement, dated May 20, 1996, has become outdated and in need of amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the Counties that the previous interlocal agreement conditions and covenants be terminated and replaced by the following:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to allow Lincoln County residents and refuse hauling companies serving Lincoln County to utilize the Adams County transfer stations, hereinafter referred to as "transfer stations".

2. ADMINISTRATION

Wastes received at the transfer stations from Lincoln County residents shall be charged the regular tipping fees established by the Adams County Board of County Commissioners for dumping at the stations, payment to be received at the time of dumping. Lincoln County residents shall have access to the facility during normal station operating hours as established by Adams County.

Commercial haulers serving Lincoln County shall have access to the transfer stations during mutually agreed upon hours of operation. Commercial haulers will be directed to the scales for weighing prior to dumping; the hauler will then be directed to the dumping area, dump and return to the scales for weighing. The station attendant shall provide the hauler with a scale receipt indicating the gross, tare and net weights.

Commercial haulers will have the option of two billing processes with a one time selection upon initiation of service to a Lincoln County community. The options are as follows:

- a). Adams County shall bill Lincoln County for all wastes dumped at the transfer stations by the commercial hauler by the fifteenth of each month for the previous months activities. The invoice shall list the date that each load was dumped at the facility, the invoice number or scale receipt number of the respective load, the vehicle I.D. number, the quantity of the waste for the respective load, the cost for dumping the load, and any

T.05001

Resolution
ADAMS COUNTY COMMISSIONERS
Adams County Auditor, Nancy McBroom



EXHIBIT B

additional costs incurred by Adams County as a result of the hauler dumping outside of normal hours of operation. Upon receipt of the bill Lincoln County will bill the local agency including any and all additional fees to be assessed by Lincoln County.

b). Adams County will bill the commercial hauler directly for all wastes dumped at the transfer stations by the commercial hauler by the fifteenth of each month for the previous months activities. The invoice shall list the date that each load was dumped at the facility, the invoice number or scale receipt number of the respective load, the vehicle I.D. number, the quantity of the waste for the respective load, the cost for dumping the load, and any additional costs incurred by Adams County as a result of the hauler dumping outside of normal hours of operation. In addition Adams County will provide Lincoln County a copy of the billing. The commercial hauler will then collect from the community all the required fees and transmit them to the County requiring them.

The availability of either option to a commercial hauler shall be subject to the approval of the Counties.

Adams County shall charge Lincoln County and/or the commercial hauler for the Lincoln County community the rate negotiated with Regional Disposal for the disposal of waste collected at the transfer stations plus a \$3.00 per ton administration fee for this service.

Adams County shall contact Lincoln County in writing at least ninety (90) days in advance of any changes in either contractor rates or administrative fees charged at the transfer stations.

Lincoln County shall remit payment to Adams County no later than the thirtieth day from receipt of the Adams County billing statement.

3. RELEASE OF LIABILITY

The counties agree to be responsible and assume liability for their own negligent acts or omissions or those of its officers, agents or employees to the full extent required by law, and agree to save, indemnify, defend, and to hold the other party harmless from any such liability. In the case of concurrent negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

The counties further agree to hold harmless and release from all liability for any injuries, damages, or destruction to all or part of the property owned or claimed by the other when such damage directly or indirectly results from, or is related to this agreement, unless such damage, arises from the act of negligence in either county. In that event, such release from liability shall not be effective to the extent of such negligence.

4. DURATION AND TERMINATION

This agreement shall be in effect at the time of approval and execution by the Board of County Commissioners of each County and end June 30, 2006. This agreement shall automatically be extended for one-year terms under the same provisions and for the same service fees, unless either County gives written notice of intent to terminate or amend this agreement, or any portion thereof, at the end of the then expiring term on or before April 1.

Adams County shall notify Lincoln County at least ninety (90) days prior to terminating its contract with Regional disposal for waste disposal at the transfer stations.

If, through any cause, Adams County shall fail to fulfill in a timely and proper manner its obligations under this agreement or shall otherwise violate the terms of this agreement, Lincoln County shall thereupon have the right to terminate this contract forthwith. Responsibility for payment for use of the Adams County transfer stations, and not otherwise paid for prior to the effective date of such termination, shall not be extinguished.



5. AMENDMENTS AND REVISIONS

Any necessary amendments and revisions will require approval from the Boards of County Commissioners. Should the Counties be unable to agree on amendments or revisions, the Counties shall refer the dispute to a third party mediator, mutually agreed upon by the Counties, to resolve the dispute.

Dated this 16th day of May, 2005 at Ritzville, Washington.

ADAMS COUNTY

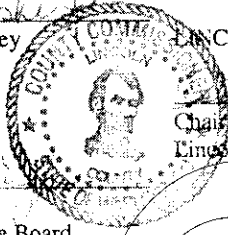
Chairman
Adams County Board of County Commissioners

ATTEST:

Clerk of the Board

Approved as to form only:

Prosecuting Attorney
Lincoln County



LINCOLN COUNTY

Chairman
Lincoln County Board of County Commissioners

ATTEST:

Dale Vaughan
Deputy Clerk of the Board





Appendix F. 2017 Rates Resolution

RESOLUTION NO. R-022-2017

ORDER OF BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON

IN THE MATTER OF REVISING THE DISPOSAL FEES FOR SOLID WASTE AT THE ADAMS
COUNTY TRANSFER STATIONS

WHEREAS, the Board of Adams County Commissioners convened the Solid Waste Advisory Committee to review the solid waste rates; and

WHEREAS, the Solid Waste Advisory Committee completed a review with Public Works staff and recommended that the disposal fees at both transfer stations maintained and operated by Adams County be revised; and

WHEREAS, the Public Works Director reviewed and concurred with the Solid Waste Advisory Committee's recommendation;

THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Adams County, Washington, that the disposal fees for 2017 be set at \$77/ton, 2018 set at \$78/ton, 2019 set at \$79/ton and for 2020 set at \$80/ton.

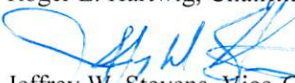
BE IT FURTHER RESOLVED that the fees and attached schedule for the Adams County transfer station sites shall become effective July 1, 2017 for 2017 fees and subsequently on the 1st day of July of calendar years 2018, 2019 and 2020.

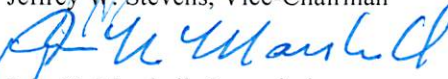
DATED this 3rd day of April, 2017.



BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON


Roger L. Hartwig, Chairman


Jeffrey W. Stevens, Vice-Chairman


John N. Marshall, Commissioner

ATTEST:


Patricia J. Phillips
Clerk of the Board

Adams County Solid Waste Fee Schedule

Material Description	Current Rate as of 4/1/09	Rate effective as of 7/01/17	Rate effective as of 7/1/18	Rate effective as of 7/1/19	Rate effective as of 7/1/20
Garbage Tipping Fee per ton	\$ 70.00	\$ 77.00	\$ 78.00	\$ 79.00	\$ 80.00
-Minimum Fee	\$ 8.00	\$ 9.00	\$ 9.00	\$ 10.00	\$ 10.00
Clean Yard Waste	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
- Residential loads - 1 st 250 lbs free					
Tires					
Passenger Tires per each	\$ 1.50	\$ 2.00	\$ 3.00	\$ 4.00	\$ 5.00
- 20 " rim or less					
- limited up to 8 tires					
Truck (semi) Tires per each	180 per ton	\$ 10.00	\$ 12.00	\$ 14.00	\$ 15.00
Implement / Small Tractor tire per each	180 per ton	\$ 15.00	\$ 17.00	\$ 19.00	\$ 20.00
- rimless only					
Heavy Equipment per each	180 per ton	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00
- rimless only					
Appliances per each	\$ 8.00	\$ 8.00	\$ 9.00	\$ 10.00	\$ 10.00
- Appliances containing freon	\$ 8.00	\$ 15.00	\$ 17.00	\$ 19.00	\$ 20.00



Appendix G. SEPA Checklist

WAC 197-11-960 Environmental checklist.

Purpose of checklist:

The State Environmental Policy Act (SEPA), chapter [43.21C](#) RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later. Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

For nonproject proposals complete this checklist and the supplemental sheet for nonproject actions (Part D). The lead agency may exclude any question for the environmental elements (Part B) which they determine do not contribute meaningfully to the analysis of the proposal. For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. Background

1. Name of proposed project, if applicable:

2017 Adams County Solid Waste and Moderate Risk Waste Management Plan

2. Name of applicant:

Adams County Department of Public Works, Solid Waste Division

3. Address and phone number of applicant and contact person:

Todd O'Brien, P.E., Director
Adams County Department of Public Works, Solid Waste Division
210 W. Alder
Ritzville, WA 99169
(509) 659-3276

4. Date checklist prepared:

June 10, 2017

5. Agency requesting checklist:

Adams County and Washington State Department of Ecology (Ecology)

6. Proposed timing or schedule (including phasing, if applicable):

Adams County will complete the Solid Waste and Moderate Risk Waste Management Plan (referred to as the "Plan") in 2017. Local adoption of the Plan by the agencies listed in Item A.10, below, is expected by the end of 2017, and the Plan will become effective at that time. Implementation will occur over a 5-year period from 2018 through 2023.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

State law requires that solid waste plans be reviewed regularly and updated as needed. The next update for the Plan is scheduled for 2023.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Environmental review will occur subsequently on a per-project basis, as applicable. This is a non-project action.

This Plan supersedes all previous solid waste and moderate risk waste (MRW) management plans including the *2004 Adams County Comprehensive Solid Waste Management Plan* (the "2004 Plan"), and

the 1992 Moderate Risk Waste Management Plan. A SEPA Environmental Impact Statement (EIS) was completed for the 2004 Plan.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

There are no specific properties or projects covered in the Plan as this is a non-project action.

10. List any government approvals or permits that will be needed for your proposal, if known.

Approvals are required from: the Adams County Board of County Commissioners; the cities of Othello, Ritzville, Hatton, Lind and Washtucna; the Adams County Solid Waste Advisory Committee; and Ecology.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The Plan recommends strategies to manage solid waste and MRW generated in Adams County, Washington. Solid waste handling includes management, storage, collection, diversion, transportation, treatment, use, processing, and final disposal. The Plan includes recommendations for municipal solid waste, MRW, diversion, construction and demolition debris, organics, and special wastes (these wastes have some similarity to "normal" MSW and can be managed in a similar fashion with some additional precautions or special handling procedures, e.g. agricultural waste, animal carcasses, appliances, asbestos, biomedical waste, construction and demolition debris, electronic waste, vehicles, pharmaceuticals, tires, disaster debris, and yard waste). The Plan describes importing waste from the Town of Odessa, WA, through an Interlocal Agreement with Lincoln County provided the town is outside the designated Washington State Department of Agriculture apple maggot quarantine area. The Plan also describes the export of waste to the Waste Management Columbia Ridge Landfill in Arlington, Oregon, via truck.

Specific objectives of the Plan include the following:

- Manage the solid waste management system in the most efficient and cost-effective way to best protect public health, safety, and the environment.
- Reduce the solid waste stream through enhancement of waste reduction, recycling, and diversion programs while supporting public-private partnerships.
- Provide convenient and reliable services for managing solid waste and MRW materials.
- Handle special wastes by recycling or disposing of in a safe manner.
- Evaluate the need for, and provide, as necessary, additional solid waste management facilities and technology to enhance existing infrastructure.
- Increase public awareness on solid waste issues and provide public education.
- Reduce the occurrence and environmental impacts associated with illegal dumping;
- Ensure compliance with State and local solid waste and MRW regulations; and
- Manage waste in a manner that promotes Washington State's waste management priorities presented in Ecology's *Moving Washington Beyond Waste and Toxics* document published in June 2015.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you

are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Plan includes incorporated and unincorporated areas of Adams County. Figure 6-1 of the Plan provides a map of existing Adams County solid waste facilities.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

Not applicable (N/A) – non-project action.

b. What is the steepest slope on the site (approximate percent slope)?

N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

N/A

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. Water

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

N/A

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

N/A

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A

- b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities

withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A

4. Plants

- a. Check the types of vegetation found on the site: N/A

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

___shrubs

___grass

___pasture

___crop or grain

___Orchards, vineyards or other permanent crops.

___wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

___water plants: water lily, eelgrass, milfoil, other

___other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

N/A

c. List threatened and endangered species known to be on or near the site.

N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A

e. List all noxious weeds and invasive species known to be on or near the site.

N/A

5. **Animals**

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. N/A

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site.

N/A

c. Is the site part of a migration route? If so, explain.

N/A

d. Proposed measures to preserve or enhance wildlife, if any:

N/A

e. List any invasive animal species known to be on or near the site.

N/A

6. **Energy and Natural Resources**

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

N/A

- 1) Describe any known or possible contamination at the site from present or past uses.

N/A

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A

- 4) Describe special emergency services that might be required.

N/A

- 5) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A

- 3) Proposed measures to reduce or control noise impacts, if any:

N/A

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

N/A

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A

- c. Describe any structures on the site.

N/A

- d. Will any structures be demolished? If so, what?

N/A

- e. What is the current zoning classification of the site?

N/A

- f. What is the current comprehensive plan designation of the site?

N/A

- g. If applicable, what is the current shoreline master program designation of the site?

N/A

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

N/A

- i. Approximately how many people would reside or work in the completed project?

N/A

- j. Approximately how many people would the completed project displace?

N/A

- k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

N/A

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

N/A

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A

- c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A

- b. What views in the immediate vicinity would be altered or obstructed?

N/A

- c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

- c. What existing off-site sources of light or glare may affect your proposal?

N/A

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

N/A

b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

N/A

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

N/A

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A

h. Proposed measures to reduce or control transportation impacts, if any:

N/A

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

N/A

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

16. Utilities

a. Circle utilities currently available at the site: N/A
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Todd O'Brien, P.E.

Name of signee: Todd O'Brien, P.E.

Position and Agency/Organization: Director, Adams County Department of Public Works

Date Submitted: July 10 2017

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed actions described in the Plan are meant to encourage the proper management and disposal of solid and hazardous wastes, and to promote waste reduction, recycling, composting, and reuse. Successful implementation of the Plan is intended to decrease releases of toxic or hazardous substances to the environment.

The Plan itself will not increase discharges to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, and be subject to any other applicable state and local requirements.

Proposed measures to avoid or reduce such increases are:

- Manage the solid waste management system in the most efficient and cost-effective way to best protect public health, safety, and the environment.
- Reduce the solid waste stream through enhancement of the waste reduction, recycling, and diversion programs while supporting public-private partnerships.
- Provide convenient and reliable services for managing solid waste and moderate risk waste materials.
- Handle special wastes by recycling or disposal in a safe manner.
- Evaluate the need for, and provide, as necessary, additional solid waste management facilities and technology to enhance existing infrastructure.
- Increase public awareness on solid waste issues and provide public education.
- Reduce the occurrence and environmental impacts associated with illegal dumping;
- Ensure compliance with State and local solid waste and MRW regulations; and
- Manage waste in a manner that promotes Washington State's waste management priorities presented in Ecology's Moving Washington Beyond Waste and Toxics document.

Special waste have some similarity to "normal" MSW and can be managed in a similar fashion with some additional precautions or special handling procedures. Specific objectives of the Plan aimed at special wastes include:

- SW1) Continue to dispose of special wastes through a cooperative effort with the Adams County Health Department and Ecology.
- SW2) Consider an update to the Transfer Station Operational Plan that addresses handling and disposal of special wastes and update it as necessary to address new issues or special wastes.
- SW3) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.
- SW4) Promote proper reuse, recycling and disposal of construction and demolition debris.
- SW5) Consider partnering with private organizations to promote recycling and reuse of construction and demolition wastes and building materials.

- SW6) Develop an internal plan for handling disaster debris, in coordination with Adams County Emergency Management.
- SW7) Consider cost effective methods to comply with removal, recycling and disposal of oil and CFC's from appliances.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Refer to response number 1. The Plan encourages the proper management and disposal of solid waste, which should protect plant and wildlife habitat by reducing illegal dumping. Enhanced educational efforts regarding the use of toxic substances and increased access to recycling, as recommended in the Plan, may reduce threats posed to wildlife by improper disposal of solid wastes. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, as required and be subject to any other applicable state and local requirements.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Refer to response number 1.

3. How would the proposal be likely to deplete energy or natural resources?

The Plan's recommendations are not expected to deplete energy or natural resources. The Plan promotes a more efficient system for collecting and disposing of solid wastes. The Plan also promotes practices associated with waste reduction, recycling, energy recovery, and reuse which should ultimately conserve natural resources. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, as required and be subject to any other applicable state and local requirements.

Proposed measures to protect or conserve energy and natural resources are:

N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Such areas should be unaffected by the recommendations in the Plan. Implementation of project-specific proposals will undergo environmental review and SEPA.

Proposed measures to protect such resources or to avoid or reduce impacts are:

N/A

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Future development would occur in accordance with the 2005 Adams County Comprehensive Plan and applicable land use regulations (as amended) and applicable land use regulations (as amended). No direct impacts to land or shoreline uses are anticipated to result from the proposed recommendations.

Proposed measures to avoid or reduce shoreline and land use impacts are:

N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The addition of any solid waste facilities or practices promoted by the Plan will be implemented in accordance with local, state, and federal regulations. Therefore, increased demands on those services will be minimized through compliance with the applicable laws and regulations in place at the time of the proposed action. Solid waste collection is described and analyzed in Chapter 4 of the Plan. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, as required and be subject to any other applicable state and local requirements.

Proposed measures to reduce or respond to such demand(s) are:

N/A

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The addition of any solid waste facilities or practices promoted by the Plan will be implemented in conformance with local, state, and federal regulations. The Plan does not recommend any actions that are not in compliance with said regulations. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, and be subject to any other applicable state and local requirements.



Appendix H. WUTC Cost Assessment Questionnaire

APPENDIX H - WUTC COST ASSESSMENT QUESTIONNAIRE

INTRODUCTION

By state law (RCW 70.95.090), solid waste management plans are required to include:

“an assessment of the plan’s impact on the costs of solid waste collection. The assessment shall be prepared in conformance with guidelines established by the Utilities and Transportation Commission (WUTC or Commission). The Commission shall cooperate with the Washington state association of counties and the association of Washington cities in establishing such guidelines.”

The following cost assessment has been prepared in accordance with the guidelines prepared by the WUTC (WUTC 1997). The purpose of this cost assessment is not only to allow an assessment of the impact of proposed activities on current garbage collection and disposal rates, but to allow projections of future rate impacts as well. The WUTC needs this information to review the plan’s impacts to the waste haulers that it regulates. For these haulers, WUTC is responsible for setting collection rates and approving proposed rate changes. Hence, WUTC will review the following cost assessment to determine if it provides adequate information for rate-setting purposes, and will advise Adams County (County) as to the probable collection rate impacts of proposed programs. Consistent with this purpose, the cost assessment focuses primarily on those programs (implemented or recommended) with potential rate impacts.

Adams COUNTY COST ASSESSMENT QUESTIONNAIRE

PREPARED BY Josiah Close, HDR

TELEPHONE: (425) 450-6245 (work)

DATE: June 23, 2017

Definitions: The Solid Waste and Moderate Risk Waste Management Plan (Plan) is a long-term strategy covering a twenty year span starting with 2018 as Year 1, Year 3 is 2020, and Year 6 is 2023. Adams County’s fiscal year is the same as the calendar year, that is, January through December. Adams County worked in conjunction with local governments to develop a county wide comprehensive plan. No other jurisdictions have developed a plan exclusive of Adams County.

Demographics

The data source for population projections used in the development of the plan is the Washington State Office of Financial Management. In order to maintain a conservative yet accurate approach, the projections utilize the “medium” case figures. The base year



and the associated populations are detailed in the table below as well as the assumed percentage increases from the plan years three, six, and ten. The 2016 population of 19,510 was taken from Table 2-1 of the Plan and is utilized as the starting point. This figure was then projected for 2018, 2020, and 2023 by extrapolating the projected population growth.

Year	Plan Year	Adams County Population	Percentage Change
2018	1	20,298	4.0% ^[1]
2020	3	21,640	6.6%
2023	6	22,411	3.6%

Note 1: based on the population change from 2016.

Waste Stream Generation

The following table details the estimated waste generation and recycling tonnage. Waste generation is estimated at 8.37 pounds per person per day, based on Table 2-2 in the Plan.

Year	Plan Year	Waste Generation (Tons)	MSW Disposed (Tons)	Recycled & Diverted (Tons)	Other Waste (Tons)
2018	1	31,006	17,411	8,434	5,162
2020	3	33,056	18,562	8,991	5,503
2023	6	34,233	19,223	9,311	5,699

Waste Generation Assumptions:

- Figures, except the year, are shown as tons per year (TPY). Projected waste generation figures for 2018 through 2023 are based on the waste generation rate for 2014 (8.37 pounds per person per day) and population forecasts from the Washington State Office of Financial Management.
- The projected amounts of recycling and diversion, disposed municipal solid waste (MSW), and other wastes assume the same percentage of the total waste generated as in 2014.
- MSW disposed per person per day is 4.70 pounds or 1,716 pounds per year.
- Other wastes include construction, demolition and land clearing wastes disposed at limited purpose landfills and special wastes.



SYSTEM PROGRAM COMPONENT COSTS

System costs reported in this questionnaire are funded by user fees charged at the scale houses located at Bruce Transfer Station and Ritzville Transfer Station for disposal.

Waste Reduction Programs

Education and outreach waste reduction programs that may be implemented by Adams County are detailed in Plan Section 3.6 and summarized below:

- Adopt the updated list of designated materials (Table 3-3) and maintain it through periodic review and updates.
- Incorporate an education and promotion program.
- Work cooperatively with the cities and towns to establish standards that promote residential waste reduction.
- Encourage signatory cities to consider implementation of Pay-As-You-Throw pricing for garbage.

The costs of providing the waste reduction programs are included within Adams County's overall Solid Waste Division budget and are funded primarily through tipping fees.

Recycling Programs

Curbside recycling collection services are the responsibility of Cities within their own incorporated areas. Currently, these services are not available. Although curbside recycling is not available through the Cities, Adams County operates recycling drop-off sites at both the Bruce Transfer Station and Ritzville Transfer Station. In addition, these facilities accept yard debris, including grass clippings, leaves, garden and landscaping wastes, brush and other natural woods up to six inches in diameter, and Christmas trees. As an incentive, Adams County offers the first 250 lbs. of yard waste at no charge. Additionally, Adams County also allows scrap metal, used oil, and vehicle batteries to be disposed of without any charges.

Solid Waste Collection Programs

The following table details information about the customer base of the two WUTC-regulated collection companies in Adams County as well as the two additional haulers that operate within the municipalities. Shown below is a summary of the waste collection by entity and includes the entity responsible for collection.



Collections within Adams County							
Location	Collection Entity	2018		2020		2023	
		Population	Tons	Population	Tons	Population	Tons
Othello	Consolidated Disposal Services, Inc.	8,193	7,028	8,735	7,492	9,046	7,759
Ritzville	Wheatland Waste Systems, Inc.	1,727	1,481	1,841	1,579	1,907	1,636
Hatton	Basin Disposal, Inc.	114	98	122	105	126	108
Lind	Consolidated Disposal Services, Inc.	572	491	610	523	632	542
Washtucna	Wheatland Waste Systems, Inc.	218	187	233	200	241	207
Unincorporated Area	Consolidated Disposal Services, Inc.	9,473	8,125	10,099	8,662	10,459	8,971

* Projected 2018, 2020, and 2023 based on assumed waste generation rates and population growth rates applied to 2016 data

Energy Recovery & Incineration (ER&I) Programs

Not applicable to Adams County as waste is hauled to a remote landfill site not owned and operated by Adams County.

Land Disposal Program

Adams County does not currently own or operate any landfill facilities. Refuse collected in the service area is disposed at two transfer stations, the Bruce Transfer Station and the Ritzville Transfer Station. The waste is then hauled to the Columbia Ridge Recycling and Landfill in Arlington, Oregon. The following tables detail the source of waste tons for each transfer station.

Total Solid Waste Collection			
	2018	2020	2023
Bruce Transfer Station	14,247	15,189	15,730
Ritzville Transfer Station	3,164	3,373	3,493
Total MSW Tons	17,411	18,562	19,223



Administration

The administrative costs for Adams County shown below are based on cost figures escalated from the 2017 budget by assumed inflationary factors.

	2018	2020	2023
Total Administrative Costs	\$390,413	\$414,527	\$453,626
MSW Tons	17,411	18,562	19,223
Cost per MSW Ton	\$22.42	\$22.33	\$23.60

Landfill Closure/Post-Closure Care

Although the Bruce Landfill has closed, minimal annual costs are incurred in order to maintain the facility. Projected costs based on escalated budgeted 2017 costs.

	2018	2020	2023
Total Landfill Care	\$6,651	\$7,026	\$7,631
MSW Tons	17,411	18,562	19,223
Cost per MSW Ton	\$0.38	\$0.38	\$0.40

Maintenance / Transfer Stations

Adams County does not segregate costs for each individual transfer station and set a disposal fee independently; rather it pools the cost for both to establish the fees. The table below summarizes the cost of maintenance costs for both transfer stations on an annual basis as well as a per ton basis. Projected costs are based on escalated budgeted 2017 costs.

	2018	2020	2023
Total Maint/Transfer Stations	\$31,078	\$32,220	\$34,023
MSW Tons	17,411	18,562	19,223
Cost Per Waste Ton	\$1.79	\$1.74	\$1.77

Operations / Transfer Stations

As mentioned above, Adams County does not separate costs for each transfer station and so costs are summed together. The table below shows the expenses budgeted by 2017 for the operations of both transfer stations.

	2018	2020	2023
Total Transfer Stations Care	\$778,570	\$822,963	\$894,552
MSW Tons	17,411	18,562	19,223
Cost per MSW Ton	\$44.72	\$44.34	\$46.54



FUNDING MECHANISMS

System costs reported in this questionnaire are funded by user fees (tipping fee) charged at the transfer stations with the exception of sale of recyclables and other miscellaneous revenues. Provided in the table below is a summary of the revenues received by Adams County based on the recently completed draft rate study.

System Funding Source	2017 Amount	Funding Percentage
Tipping Fees	\$1,314,601	96.8%
Sale of Recyclables	13,192	1.0%
Other Misc. Revenue	<u>30,740</u>	<u>2.2%</u>
Total Funding Sources	\$1,358,263	100.0%

The previously adopted tipping fee for waste disposal will be \$77.00 per ton, in 2017. Tipping fee rates have been adopted by Adams County for 2018 through 2020. The adopted fees are increased annually by \$1.00 / year or 1.3%. The summarized disposal fee components are detailed in the table below:

Rate Component	2017 Rate
Operations	\$62.23
Transfers / Taxes	3.89
Capital	<u>10.88</u>
Total	\$77.00

The following facilities are owned and operated by Adams County:

Facility Name	Facility Type	Location	Final Disposal	Tip Fee per Ton*	MSW Tons*	Annual Revenues**
Bruce Transfer Station	Transfer Station	Othello, Washington	Arlington, Oregon	\$77.00	13,992	\$1,077,348
Ritzville Transfer Station	Transfer Station	Ritzville, Washington	Arlington, Oregon	\$77.00	3,081	\$237,253

* Adopted 2017 rate; refuse and B&O taxes paid by Adams County to the State are included in the tip fee.

** Annual revenues for MSW disposal only.



The following table details the projected tip fee components for the upcoming plan years.

Adams County Tip Fee Components						
Rate Component	2017	2018	2019	2020	2021	2022
Administration	\$19.61	\$20.02	\$20.43	\$20.85	\$21.27	\$21.71
Landfill Closure/Post Closure Care	0.34	0.34	0.35	0.35	0.36	0.37
Maintenance / Transfer Stations	1.58	1.59	1.61	1.62	1.63	1.65
Operations / Transfer Stations	39.20	39.93	40.66	41.40	42.14	42.90
O&M Reserves and Taxes	<u>5.40</u>	<u>5.09</u>	<u>4.78</u>	<u>4.46</u>	<u>3.14</u>	<u>1.79</u>
Total Operations	\$66.13	\$66.97	\$67.83	68.68	\$68.55	\$68.41
Capital	<u>10.87</u>	<u>11.03</u>	<u>11.17</u>	<u>11.32</u>	<u>11.45</u>	<u>11.59</u>
Total Tip Fee	\$77.00	\$78.00	\$79.00	\$80.00	\$80.00	\$80.00

The following table is the summarized budget for Adams County for the 2017 and projected for 2018 to 2022. The table is based on the analysis performed for Adams County, which utilized budgeted expenses, projected waste tonnages, population statistics, assumed growth, to name a few. The following assumptions were used to project revenues and expenses:

- Growth – 1.0%
- Labor – 3.0%
- Average Inflation – 2.8%



Adams County Projected Budget 2017 to 2022 (\$000s)						
Costs	2017	2018	2019	2020	2021	2022
Revenues						
Tip Fee Revenue	\$1,315	\$1,328	\$1,341	\$1,354	\$1,368	\$1,382
Revenue from Rate Adj.	136	157	178	201	203	205
Other Misc. Revenue	<u>44</u>	<u>44</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>46</u>
Total Revenue	\$1,494	\$1,529	\$1,564	\$1,600	\$1,616	\$1,632
Expenses						
Administration	\$379	\$390	\$402	\$415	\$427	\$440
Landfill Closure/Post-Closure Care	6	7	7	7	7	7
Maintenance / Transfer Stations	31	31	32	32	33	33
Operations / Transfer Stations	757	779	800	823	846	870
Total Taxes & Transfers	76	77	78	78	79	80
Rate Funded Capital	210	215	220	225	230	235
Net Debt Service	0	0	0	0	0	0
Reserve Funding	<u>35</u>	<u>30</u>	<u>25</u>	<u>20</u>	<u>(6)</u>	<u>(34)</u>
Total Expenses	\$1,494	\$1,529	\$1,564	\$1,600	\$1,616	\$1,632
Net Income	\$0	\$0	\$0	\$0	\$0	\$0

For Adams County, the Bruce Landfill site has been closed and waste is no longer deposited there. Therefore, closure and post-closure costs have been already accounted for and so there is no future or additional liability with regard to those costs. Additionally, Adams County budgets annual expenses for maintenance at the landfill site in order to adequately maintain the facility.



Appendix I. Comments and Responses

Comments and Responses are not yet available.
Comments and Responses will be provided in
the final version of the Adams County Solid
Waste and Moderate Risk Waste Management
Plan.

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