

DOUGLAS COUNTY
SOLID WASTE COUNCIL AND ADVISORY
COMMITTEE

MEMBERS MANUAL

Revised November 2017

Countywide Solid Waste Programs
Of
Douglas County
140 19th Street N.W.
East Wenatchee, WA. 98802
(509) 886-0899

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DOUGLAS COUNTY SOLID WASTE ADVISORY COMMITTEE

The Douglas County Solid Waste Advisory Committee, is mandated by Chapter 70.95.165 RCW as an ongoing committee. Initially established to help prepare a solid waste management plan, the law defines duties that are much broader, "to assist in the development of programs and policies concerning solid waste handling and disposal and to review and comment upon proposed rules, policies, or ordinances prior to their adoption." The Douglas County Solid Waste Advisory Committee (SWAC) is an advisory body only. It makes recommendation to Douglas County and the participating Cities and Towns, which will then make final decisions after considering those recommendations and other available information.

Lead Agency

Although the Regional Planning Area (RPA) encompasses several jurisdictions, a single agency was needed to assume the responsibility of lead agency. All jurisdictions wishing to enter into joint solid waste management planning are able to do so. However, as specified in RCW 70.95.080, a lead agency must be designated to administer solid and hazardous waste planning and programs in accordance with state law. Entities within this RPA may choose not to enter into joint solid waste planning but would then be responsible for their own planning and compliance with RCW 70.95.

Douglas County and the jurisdictions of Bridgeport, East Wenatchee, Mansfield, Rock Island and Waterville agreed to designate Douglas County as the Lead Agency to coordinate the state mandated solid waste management efforts in the RPA and to work cooperatively toward compliance with the Solid Waste Management – *Waste Not Washington Act*. The role of the Lead Agency is to provide administrative, personnel management, financial management and legal direction to the Solid Waste Program Office so that it can administer and implement the joint City-County SWMP and the Douglas County SWAC approved Countywide Solid Waste Program.

RPA Interlocal Agreement

On October 24, 2017 the Participating Jurisdictions entered into a *Countywide Solid Waste Interlocal Agreement*. As specified within this RPA interlocal agreement, the Participating Jurisdictions agreed to enter into a cooperative agreement to establish, support and fund a Countywide Solid Waste Program. Any jurisdictions may choose not to enter into this RPA interlocal agreement. However, any jurisdiction which chooses not to enter into the RPA interlocal agreement will be solely responsible for their own solid and hazardous waste planning and compliance with RCW 70.95 and RCW 70.105.

On June 1st, 2010 the Participating Jurisdictions amended the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* in accordance with the guidance provided by the Department of Ecology. The purpose of this amendment was to extend the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* through December 31st, 2016 in order to correspond to the implementation schedule and budget of the newly adopted *Douglas County Solid Waste Moderate Risk Waste Management Plan*.

Authority and Responsibility

The responsibility of the Douglas County SWAC is advisory only and have been appointed by the Board of County Commissioners in accordance with Chapter 70.95 (165) RCW. The statute requires the SWAC to "assist in the development of solid waste handling programs and policies concerning solid waste handling and disposal and review and comment on proposed rules, policies or ordinances prior to their adoption.." These Bylaws will become a part of the Douglas County Solid Waste and Moderate Risk Waste Management Plan by reference and will define the SWAC function and rules.

The scope and duties of the Douglas County Solid Waste Advisory Committee shall be to:

- A. Advise Douglas County and the Solid Waste Council on aspects of solid waste management planning.
- B. Assist Douglas County and the participating jurisdictions in the development of programs and policies concerning solid waste management.
- C. Review and comment on proposed solid waste management rules, policies, or ordinances prior to their adoption.
- D. Review Local Solid Waste Financial Assistance Funding (LSWFAF) and make recommendation to the Solid Waste Council for funding.

Douglas County as Lead Agency is responsible for the oversight and evaluation of the Solid Waste Program Office and Program Coordinator/Program Director. It is the responsibility of the Solid Waste Council to evaluate the effectiveness of the Solid Waste Program Office and its Program Coordinator/Program Director at least annually, and recommend to the Lead Agency any necessary changes or direction.

Membership Guidelines

RCW 70.95.165 states that each county shall establish a SWAC consisting of a minimum of nine members. The membership shall represent a balance of interests including, but not limited to, citizens, public interest groups, business, the waste management industry, and local elected public officials.

SWAC Membership Selection

The Douglas County SWAC consists of twelve members representing the interests of the RPA. The SWAC members will be selected according to their participating jurisdiction and technical representation.

Participating Jurisdictional Representation – 6 Members:

Douglas County shall designate a County Commissioner to represent its interests on the SWAC. Each of the five municipal jurisdictions within the RPA shall designate their Mayor or Council person to represent their interests on the SWAC. These six members shall constitute the membership of the Solid Waste Council.

Technical Representation – 6 Members:

The additional Douglas County SWAC members shall be appointed to represent the technical interests of the following special interests: agriculture, business and industry, organics, public health and safety, waste industry and waste reduction and recycling. Each technical representative shall be recommended by the -Solid Waste Council to the Douglas County SWAC for their approval, who will then forward their recommendation to the Douglas County Board of Commissioners for their formal appointment.

Valid Membership

Participating Jurisdictions:

Participating Jurisdiction representatives shall have the authority to officially represent their jurisdiction, that they will represent the solid and hazardous waste interests of their jurisdiction and for what term of appointment they will serve.

Technical Representatives – Appointees:

Technical representative appointees, other than those specific to the agricultural, public health and safety and waste industry special interests shall be residents of Douglas County or its participating cities/towns or work in Douglas County or its participating cities/towns. All technical representatives will represent the specific solid and hazardous waste interests of the RPA and for what term of appointment they will serve.

Terms

Participating Jurisdictions:

The Douglas County representative shall serve at the discretion of the Douglas County Board of County Commissioners. Appointment of municipal representatives shall be for the duration of the Mayor's or Councilperson's term of office.

Technical Representatives:

Technical representative appointments shall be for a term of two years. Technical representatives may be reappointed for successive terms. Unfinished terms shall be filled in the same manner as the initial appointment for the remainder of the vacated term.

SWAC Participation

Attendance:

Regular attendance at the Douglas County SWAC, Solid Waste Council and TAC meetings are essential in order to conduct business. Jurisdictional and Technical representatives should be present so that they can provide specific information to the Participating Jurisdictions and the general public as to the solid and hazardous waste issues being discussed.

Substitution:

Participating Jurisdiction representatives may designate an alternate who may attend Douglas County SWAC and Solid Waste Council meetings in their absence. Participating Jurisdictions alternates shall be elected officials. If a Participating Jurisdiction sends a non-elected alternate, that alternate may participate in the discussion, however, the alternate cannot vote on any official recommendation or action on behalf of the Participating Jurisdiction. The designated alternate is responsible to keep the Participating Jurisdiction representative fully informed as to the issues being discussed, recommendations being made and actions taken by the Douglas County SWAC.

Technical representatives may designate an alternate to attend in their place up to two times a year. This alternate must be a member of the specific TAC on which the technical representative serves. Notification of such alternate representatives shall be provided to the Douglas County SWAC Chair or the Solid Waste Program Office.

Replacement:

In the case of technical representative appointments, the Douglas County SWAC Chair may recommend removal of an appointed member to the Solid Waste Council if three consecutive Douglas County SWAC meetings are missed. The Solid Waste Council shall review and discuss the technical representatives lack of attendance and make a recommendation, following the established procedures outlined to the Douglas County Board of Commissioners

SWAC Officers

The Douglas County SWAC, by majority vote, shall select from its membership one person to act as Vice-Chair to serve for two years, one year as Vice-Chair and the following year as Chair. A new Vice-Chair shall be elected each February by a majority vote of the Douglas County SWAC membership.

In order to maintain balance, the Douglas County SWAC members have agreed that the Chair and Vice-Chair shall be represented by both the Participating Jurisdictions and the technical representatives. Thus the election of the Vice Chair shall be from either the Participating Jurisdictional or technical representative side of the Douglas County SWAC depending upon who will be assuming the Douglas County SWAC Chair position.

Each Chair shall have at least two (2) years of experience on the Douglas County SWAC before serving as the full-time Chair. No person may hold the position of Chair for two consecutive years, though he/she may be re-elected as Vice Chair, thus regaining the Chair position after serving one year as Vice Chair.

The Chair, or in his/her absence the Vice Chair, shall preside over all Douglas County SWAC meetings. The Chair shall have the authority to call for special meetings and refer solid or hazardous waste issues to the TAC's.

Meeting Guidelines**SWAC Meetings**

The Douglas County SWAC is to take no official action except where a quorum exists in a meeting open and accessible to the public, of which ten (10) days prior notice has been provided to the Douglas County SWAC membership and the general public.

Meeting of the SWAC shall be called when necessary by the Chair at a minimum of semiannually. Douglas County SWAC meetings are to be advertised within the official newspaper of Douglas County a minimum of ten (10) days prior to the meeting date and are open to the general public.

Special meetings may be called by the Douglas County SWAC. However, just as regularly scheduled Douglas County SWAC meetings, they are to be advertised within the official newspaper of Douglas County a minimum of ten (10) days prior to the meeting date and are open to the general public.

Format

The Chair, or acting Chair, shall conduct all Douglas County SWAC meetings within the parameters of Robert's Rules of Order.

Agenda

Tentative agenda items shall be determined by the Douglas County SWAC Chair and the Solid Waste Program Office prior to the scheduled Douglas County SWAC meeting. The official agenda will be presented to the Douglas County SWAC membership at the Douglas County SWAC meeting and be adopted by a majority vote of the Douglas County SWAC membership. Any Douglas County SWAC member wishing to have any item(s) placed on the agenda, removed from the agenda or moved within the agenda may do so by proceeding within the parameters of Robert's Rules of Order. Any attending general public wishing to have an item placed on the agenda must request it prior to the start of the Douglas County SWAC meeting or at the end of the meeting, upon the Chair requesting any "open" items. It will be up to the Douglas County SWAC Chair as to whether the requested item be discussed.

Public Participation

Public participation at regularly scheduled meetings shall be encouraged at the discretion of the Douglas County SWAC Chair. Other opportunities for public involvement will be provided at special public meetings.

Quorum

A Quorum shall consist of half the members plus one. Although meetings may be conducted with less than a quorum present, no official actions/decisions may be taken/determined.

Voting

Each of the Douglas County SWAC members will have an equal opportunity to vote on any matter that comes before the Douglas County SWAC.

Voting on Policy Issues

All solid waste issues concerning the development, implementation, revision or rescission of established Solid Waste Program policies or procedures are to be referred by the Douglas County SWAC to the Solid Waste Council for final vote. All actions or recommendations of the Douglas County SWAC shall require a majority vote.

Douglas County Solid Waste Council**Chair:**

The Solid Waste Council Chair shall be the officially appointed representative of the Lead Agency. The Chair shall have the authority to call for special committee meetings concerning issues of Solid Waste Program policies or finances.

Public Access:

-Solid Waste Council meetings are open to the public and are advertised 10 days in advance of the meeting. However, all Solid Waste Council reports and recommendations

are to be presented at a pre-advertised Douglas County SWAC meeting, which are open to the general public.

Membership:

The Solid Waste Council shall be comprised of the following members:

- An appointed Douglas County Commissioner;
- The Mayor or Councilperson of the City of Bridgeport;
- The Mayor or Councilperson of the City of East Wenatchee;
- The Mayor or Councilperson of the City of Rock Island;
- The Mayor or Councilperson of the Town of Mansfield; and
- The Mayor or Councilperson of the Town of Waterville.

VOTING

Solid Waste Council shall be six (6) members. A quorum shall consist of half the members present plus one.

All actions or recommendations of the Solid Waste Council regarding issues concerning programs, policies, finances or modifications shall require a majority vote.

Voting on Fiscal Issues

All solid waste issues that could financially obligate or impact the Participating Jurisdictions are to be referred to the Solid Waste Council by the Douglas County SWAC with a majority vote. Once approved by a majority vote of the SWAC, the recommendation shall be presented to the Solid Waste Council for consideration and possible action.

Role:

The role of the Solid Waste Council is to:

- (1) Oversee the administration and implementation of the adopted *Douglas County Solid Waste and Moderate Risk Waste Management Plan*;
- (2) Oversee the administration and implementation of the Countywide Solid Waste Program budget;
- (3) Oversee the administration and management of the Countywide Solid Waste Program Office;
- (4) Annually evaluate the Solid Waste Program Coordinator's/ Program Director's job performance;
- (5) Review and approve all Countywide Solid Waste Program policy issues from recommendation of the Douglas County SWAC;
- (6) Review and approve all Countywide Solid Waste Program financial issues from recommendation of the Douglas County SWAC;
- (7) Review and approve all amendments or revisions to the *Douglas County Solid Waste Council and Advisory Committee Members Manual* from recommendation of the Douglas County SWAC;
- (8) Establish annual Goals & Objectives for the Countywide Solid Waste Program Office.

DOUGLAS COUNTY TECHNICAL ADVISORY COMMITTEES

Many issues, which come before the Douglas County SWAC, will require recommendations beyond the expertise of the Douglas County SWAC members. Therefore, the Douglas County SWAC has created TAC's to review and research specific issues which come before them.

Specific TAC's have been established for agriculture, business and industry, organics, public health and safety, waste industry and waste reduction and recycling. Each TAC is represented by an appointed technical representative on the Douglas County SWAC.

Each TAC shall consist of a minimum of three (3) members – one being the specific technical representative appointed, who serves as the TAC Chair, and at least two (2) other persons with specific expertise relating to the issue. TAC's shall carry out the review of an assigned issue and shall also initiate research, scoping, consultation, compliance and regulatory review when necessary.

TAC's are to review and research the solid and/or hazardous waste issues referred to them by the Douglas County SWAC Chair or the CWSW Office. The TAC's are to look at the issue solely on its technical merit and feasibility, and to gather support information necessary to make a recommendation to Douglas County SWAC. The TAC is not responsible to look at the issue in terms of its political support, public acceptance or for the purpose of reflecting their personal opinion. The TAC's purpose is to review and research the issue to determine the *Who, What, Where, When, How and Why*, so that the Douglas County SWAC can be informed and a factual recommendation can be made. TAC findings and/or recommendations shall be reported to the total Douglas County SWAC. The Douglas County SWAC has responsibility to accept, modify or reject the findings and make recommendations to the Solid Waste Council.

TAC Meetings

TAC meetings are to be called by the respective TAC Chair. TAC meetings, with the exception of the Solid Waste Council, must be attended by at least two members, as well as the TAC Chair, in order to make a recommendation.

TAC meetings are not open to the public. However, TAC reports and recommendations are to be presented at a pre-advertised Douglas County SWAC and SWC meeting, which are open to the general public.

Membership:

TACs shall be comprised of the appointed specific technical representative, who serves as the TAC Chair, and at least two (2) other individuals whom the TAC Chair believes has the appropriate expertise.

Quorum:

A quorum is defined as a total of half the members plus one. Although Waste Industry TAC meetings may be conducted with less than a quorum present, no official action/decisions may be taken/determined.

Substitutions:

All appointed TAC members may designate an alternate who may attend TAC meetings in their absence. Each alternate member must have comparable expertise within the specific area of expertise as the appointed TAC member in order to serve as an alternate.

Replacement:

In the event that an appointed TAC member becomes unable to serve as a TAC member for any reason, and a substitute member from the same organization is unable to serve as a member, the remaining TAC members shall choose an appropriate replacement organization with expertise comparable to the respective organization. Then they shall submit the replacement organization to the TAC Chair for his/her appointment.

Agricultural Technical Advisory Committee

In order to coordinate Douglas County SWAC activities with the Chelan-Douglas Horticultural Pest & Disease Board the Agricultural TAC shall be chaired by the Chelan-Douglas Horticultural Pest & Disease Board Pest Control Agent. The Chelan-Douglas Horticultural Pest & Disease Board Pest Control Agent shall have full Douglas County SWAC membership rights and responsibilities. This individual has responsibility to keep the Douglas County SWAC fully informed of agricultural pest issues brought before the Chelan-Douglas Horticultural Pest & Disease Board with regard to Douglas County and its Participating Jurisdictions. This individual will also keep the Chelan-Douglas Horticultural Pest & Disease Board fully informed as to what recommendations, tasks or programs the Douglas County SWAC is currently undertaking.

Membership:

The Agricultural TAC shall be chaired by the Chelan-Douglas Horticultural Pest & Disease Board Pest Control Agent. A Vice-Chair shall be appointed annually from the Agricultural TAC membership. Its other members shall be individuals that the Agricultural TAC Chair believes has the expertise to identify, assess and develop control procedures and monitoring methods appropriate to the importation of solid waste into Douglas County.

Role:

The Agricultural TAC's role is to establish a screening process that will provide a reasonable level of protection to the established agricultural industry within Douglas County with regard to the identification, risk assessment, control procedures and appropriate monitoring methods necessary to control the introduction of agricultural pests into Douglas County associated with the importation of solid waste into Douglas County. The TAC is to look at the referred issue solely on its technical merit and feasibility, and to gather all support information necessary to make a recommendation to Douglas County in accordance with the Douglas County Universal Agricultural Pest Protocol Procedures. The Agricultural TAC shall be an on-going committee and shall continue to exist as long as solid waste is imported into Douglas County.

Membership:

The Agricultural TAC shall be comprised of the following members:

- The Agricultural TAC Chair;

- A Entomologist representative from the United States Department of Agriculture (USDA) APHIS Division;
- A Veterinary representative from the Washington State Department of Agriculture (WSDA) Animal Services Division;
- A Entomologist representative from the WSDA Plant Protection Division;
- A Tree Fruit Entomologist from Washington State University (WSU);
- A Crops and Soil Specialist from WSU;
- A Horticultural Specialist from WSU;
- A Noxious Weed Specialist from WSU; and
- Any other Extension Agent/Specialist from WSU that the Agricultural TAC Chair believes has the expertise to identify assess and develop control procedures and monitoring methods appropriate to the importation of solid waste into Douglas County.

Agricultural TAC Meetings:

Agricultural TAC meetings are to be called by the Agricultural TAC Chair. The TAC shall meet at least annually, at a time and place agreed upon by a majority of its members. The Agricultural TAC Chair is encouraged to utilize conference calling or other methods of communications such as email to reduce the travel and meeting times imposed upon the TAC members. Agricultural TAC meetings may be called by the Agricultural TAC Chair for the following reasons:

- If the GWRLF proposes to import solid waste from any county, municipal corporation, province and/or country that has been identified by the USDA or the WSDA as having established agricultural pest infested areas;
- If an agricultural pest that does not exist in Douglas County has been found within the importing county, municipal corporation, province and/or country;
- If an agricultural pest that did not exist within Douglas County prior to importation from any importing county, municipal corporation, province and/or country has been detected at the GWRLF;
- If the treatment, containment, transport, disposal and monitoring of solid waste from an importing county, municipal corporation, province and/or country presents a significant risk of the introduction and spread of an agricultural pest within Douglas County;
- If the GWRLF has violated, modified or not complied with any of the pest protocols established by the Agricultural TAC;
- If requested by the Douglas County SWAC Chair to investigate any agricultural pest issue;
- If more than one year has passed since the last Agricultural TAC meeting; or
- If the majority of the Agricultural TAC members agree that it is beneficial to do so.

Ex-Officio Member:

A GWRLF representative shall be invited to attend and provide input during all Agricultural TAC meetings. The duties and responsibilities of this ex-officio member is to provide technical and professional assistance and advice to the TAC members with regard to the operational standards and maintenance procedures that exist at the GWRLF, and within the industry. The ex-officio member shall not have a vote.

Business & Industry Technical Advisory Committee

Role:

The role of the Business & Industry TAC is to represent the business and industry interests of Douglas County and to review and research the solid and/or hazardous waste issues referred to them by the Douglas County SWAC Chair. The TAC is to look at the referred issue solely on its technical merit and feasibility, and to gather all support information necessary to make a recommendation to the Douglas County SWAC.

Organic Technical Advisory Committee

Role:

The role of the Organic TAC is to represent the organic interests of Douglas County and to review and research the solid and/or hazardous waste issues referred to them by the Douglas County SWAC Chair. The TAC is to look at the issue solely on its technical merit and feasibility, and to gather all support information necessary to make a recommendation to the Douglas County SWAC.

Public Health & Safety Technical Advisory Committee

RCW 70.05 establishes local health district supervision over all matters pertaining to the life and health of the peoples within its jurisdiction. Health districts are responsible to enforce applicable regulations promulgated by the State Board of Health and additional ordinances established by the local Board of Health. Permits for solid waste facilities in the Health District's jurisdiction are also the responsibility of the local Health District.

In order to coordinate all Douglas County SWAC activities with the Chelan-Douglas Health District, the Public Health and Safety TAC Chair shall be the Chelan-Douglas Health District Environmental Health Director or his/her designee. This Chelan-Douglas Health District individual will have full Douglas County SWAC membership rights and responsibilities. This individual has responsibility to keep the Douglas County SWAC fully informed of solid and hazardous waste issues brought before the Chelan-Douglas Health District with regard to Douglas County and its Participating Jurisdictions. This individual will also keep the Chelan-Douglas Health District fully informed as to what recommendations, tasks or programs the Douglas County SWAC is currently undertaking.

Membership:

The Public Health & Safety TAC shall be chaired by the Chelan-Douglas Health District Environmental Health Director or his/her designated alternate. Its other members will be individuals whom the TAC Chair believes has the expertise appropriate to the solid or hazardous waste issue referred by the Douglas County SWAC Chair.

Role:

The role of the Public Health & Safety TAC is to represent the health and safety interests of Douglas County and to review and research the solid and/or hazardous waste issues referred to them by the Douglas County SWAC Chair. The TAC is to look at the issue solely on its technical merit and feasibility, and to gather all support information necessary to make a recommendation to the Douglas County SWAC.

Waste Industry Technical Advisory Committee

Role:

The role of the Waste Industry TAC is to represent the waste industry interests of Douglas County and to review and research the solid and/or hazardous waste issues referred to them by the Douglas County SWAC Chair. The TAC is to look at the issue solely on its technical merit and feasibility, and to gather all support information necessary to make a recommendation to the Douglas County SWAC.

Membership:

The Waste Industry TAC shall be comprised of the following members:

- The Waste Industry TAC Chair;
- A representative from Consolidated Disposal Services;
- A representative from Sunrise Disposal Services;
- A representative from Zippy Disposal;
- A representative from the GWRL and Recycling Facility;
- Any other waste industry representative that the Waste Industry TAC Chair believes has the waste industry expertise appropriate to the solid or hazardous waste issue referred by the Douglas County SWAC Chair.

Waste Reduction & Recycling Technical Advisory Committee

Role:

The role of the Waste Reduction & Recycling TAC is to:

- (1) Represent the waste reduction and recycling interests within Douglas County;
- (2) To review and research waste reduction and recycling issues referred to them by the Douglas County SWAC Chair;
- (3) To establish an annual *Designated Recyclables List* to be utilized by the Participating Jurisdictions;
- (4) To establish an annual *Designated Recyclables Vendors List* to be utilized by the Participating Jurisdictions;
- (5) To establish an annual *Designated Recyclables Commodity Price List* to be utilized by the Participating Jurisdictions.

COUNTYWIDE SOLID WASTE OFFICE

In addition to facilitating the needs of the Douglas County SWAC, the Countywide Solid Waste Program Office shall:

- (1) Conform to the established policies and procedures of the Lead Agency and submit itself to its authority on all matters related to administration, personnel management, financial management and legal responsibility;
- (2) Provide technical assistance in the preparation, review, and revision of the *Douglas County Solid Waste and Moderate Risk Waste Management Plan*;
- (3) Assist the Participating Jurisdictions with the implementation of their programs as identified within the *Douglas County Solid Waste and Moderate Risk Waste Management Plan*;
- (4) Initiate, conduct, and support research, demonstration projects, and coordinate programs pertaining to the *Douglas County Solid Waste and Moderate Risk Waste Management Plan*;

- (5) Administer and implement the Countywide Solid Waste Program as outlined in the adopted *Douglas County Solid Waste and Moderate Risk Waste Management Plan*;
- (6) Administer and implement the Countywide Solid Waste Program Budget as approved by the Participating Jurisdictions;
- (7) The Solid Waste Program Director shall serve as an ex-officio member of the Douglas County SWAC.

**DOUGLAS COUNTY
SOLID WASTE ADVISORY COMMITTEE**

COMMITMENT TO SERVE

I, as an appointed Solid Waste Advisory Committee member, recognize the important responsibility I am undertaking in serving as a member of the Douglas County Solid Waste Advisory Committee. I hereby personally pledge to carry out in a diligent and informed manner all the duties and obligations inherent in my role as a Douglas County SWAC member.

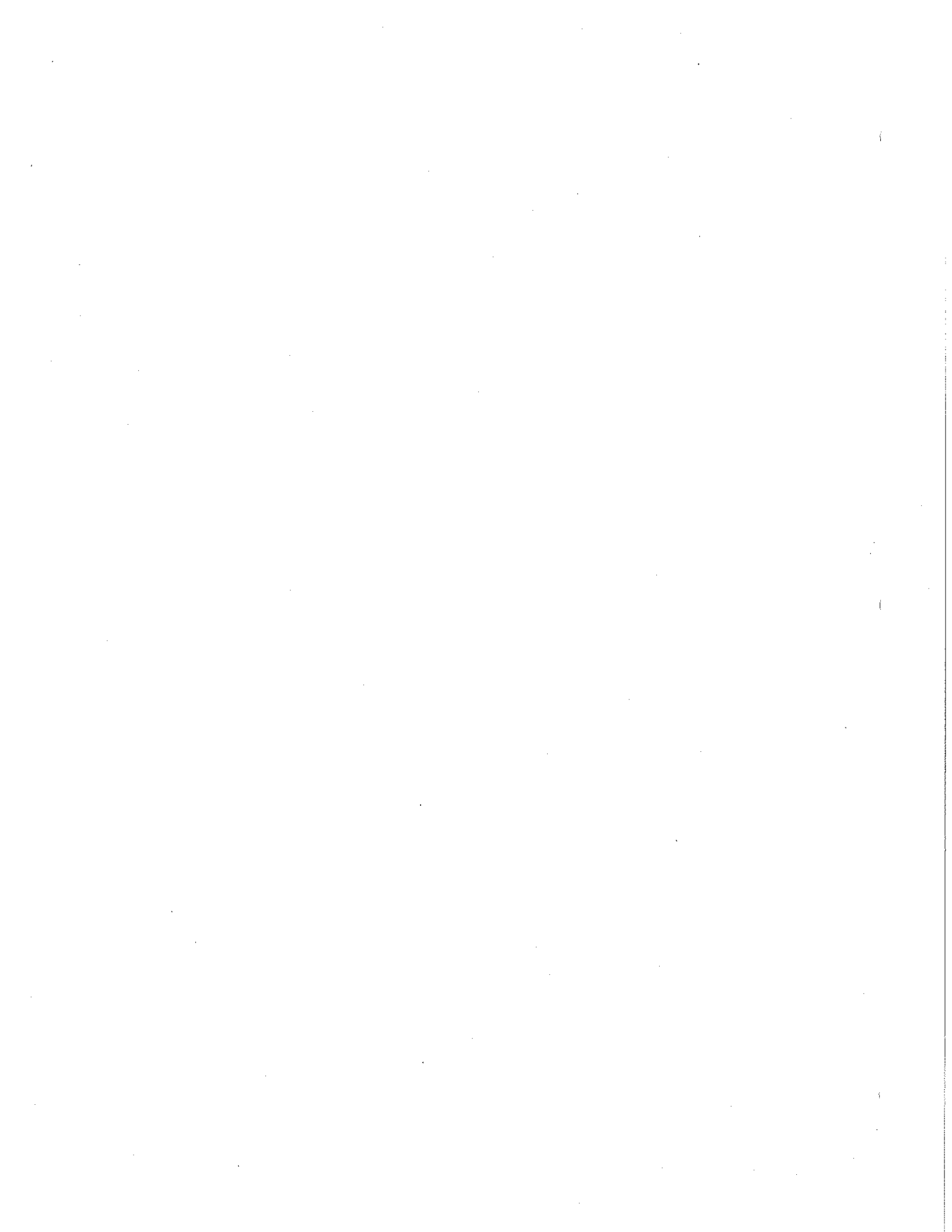
I acknowledge that my primary role as a Douglas County SWAC member is to assist in the development of programs and procedures concerning solid and hazardous waste reduction, reuse and recycling and to review and comment upon proposed rules, policies and ordinances prior to their adoption by the Participating Jurisdictions. I also acknowledge that I am to assist in the public involvement effort used in the planning, development and implementation of the *Douglas County Solid Waste and Moderate Risk Waste Management Plan*.

My role as a Douglas County SWAC member will focus on the development of recommendations that facilitate the implementation of the adopted *Douglas County Solid Waste and Moderate Risk Waste Management Plan*. It is my responsibility to keep apprised of the Douglas County SWAC activities and to fairly represent the solid and hazardous waste issues confronting Douglas County.

I recognize the vital role I play as an appointed Douglas County SWAC member serving as a link between the Participating Jurisdictions, special interest groups and the citizens of Douglas County. I commit myself to exercise the duties and responsibilities of this appointment with integrity, commitment and dedication.



Appendix B. Interlocal Agreements



1 Return Document to: Douglas County Solid Waste Program
2 Document Title: Amendment to Interlocal Cooperative Agreement
3 Related Documents: N/A
4 Grantor: Douglas County, City of Bridgeport, City of East Wenatchee, City of Rock Island,
5 Town of Mansfield, Town of Waterville
6 Grantee: Douglas County, City of Bridgeport, City of East Wenatchee, City of Rock Island,
7 Town of Mansfield, Town of Waterville
8 Legal Description: N/A
9 Parcel Number(s): N/A

10
11
12 **AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT**
13 **RE: COUNTYWIDE SOLID WASTE PROGRAM**
14

15 This Agreement is made by and between Douglas County, Washington, a
16 political subdivision of the State of Washington, and the City of Bridgeport, the City of
17 East Wenatchee, the City of Rock Island, the Town of Mansfield and the Town of
18 Waterville, each municipal corporations within Douglas County.
19

20 WHEREAS, the parties entered into the Countywide Solid Waste Interlocal
21 Agreement in 2008 and an amendment to the Interlocal Agreement in 2010; and
22

23 WHEREAS, the parties wish to enter into a further amendment to the
24 Countywide Solid Waste Interlocal Agreement.
25

26 NOW, THEREFORE, in consideration of the premises and promises, terms and
27 conditions set forth below, it is hereby agreed as follows:
28

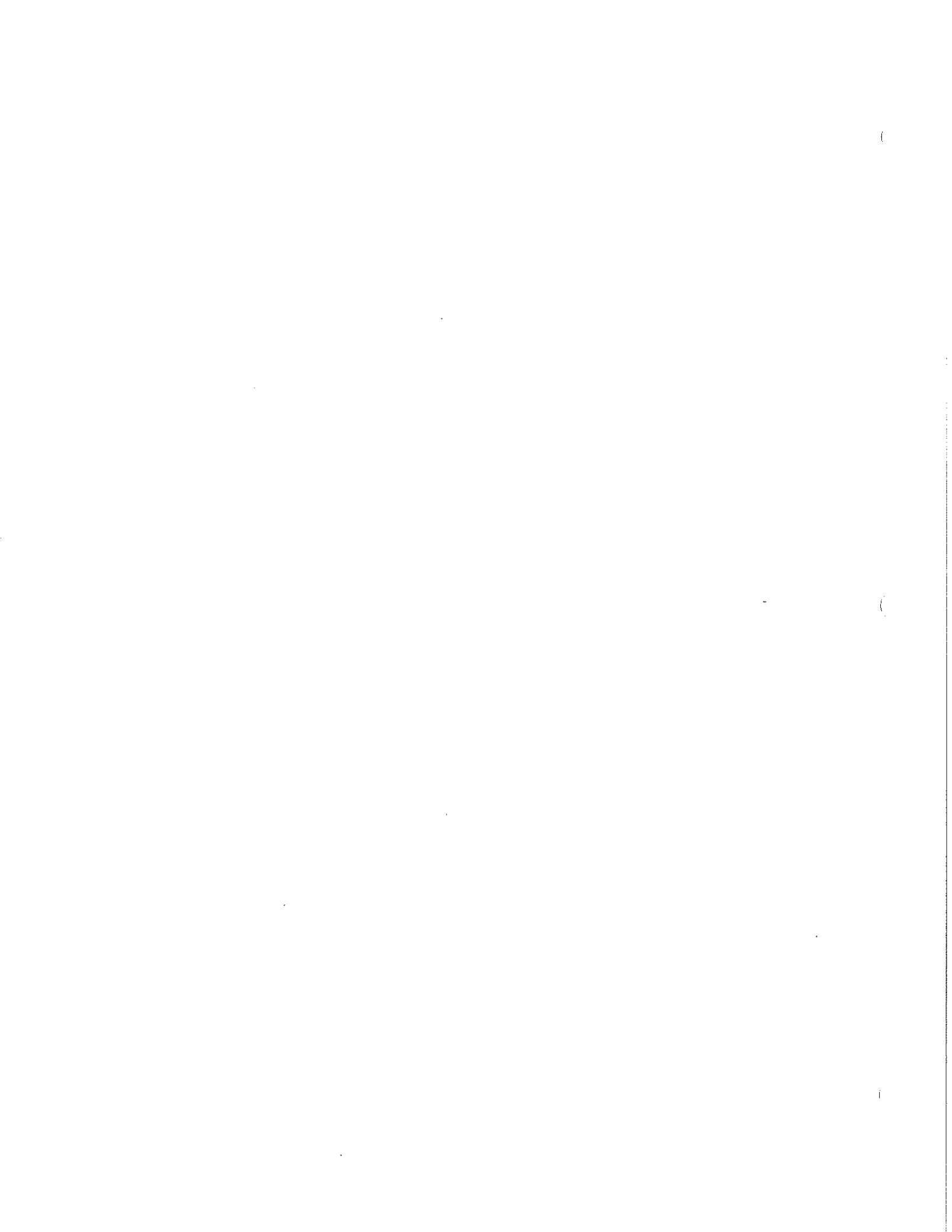
29 The parties hereby amend the Countywide Solid Waste Interlocal Agreement as
30 follows, effective January 1, 2017:
31

32 **DURATION:**

33 This Agreement shall commence on January 1, 2009 and will continue in effect until
34 terminated by the written agreement of the Participating Jurisdictions.
35

36 **GREATER WENATCHEE REGIONAL LANDFILL AND RECYCLING FACILITY SOLID**
37 **WASTE FEE:**

38 Waste Management of Washington Inc. voluntarily entered into a *Solid Waste Disposal*
39 *Host Agreement* with Douglas County to contribute financially to mitigate environmental
40 and infrastructure impacts to Douglas County caused by the operation and expansion
41 of the Greater Wenatchee Regional Landfill and Recycling Facility. Douglas County
42 agrees to contribute forty-two cents (\$0.42) per ton of acceptable waste actually
43 disposed of at the Greater Wenatchee Regional Landfill and Recycling Facility to pay
44 the incorporated jurisdictions of Bridgeport, East Wenatchee, Mansfield, Rock Island
45 and Waterville Fair Share portion of the annual Countywide Solid Waste Program
46 Budget as recommended by the SWAC, approved by the Participating Jurisdictions and
7 adopted by the Lead Agency.



1
2 **WITHDRAWAL:**

3 A Participating Jurisdiction may withdraw as a party to this Agreement by providing not
4 less than one year's prior written notice to the other Participating Jurisdictions. The
5 effective date of withdrawal shall be December 31 of the budget year following the date
6 the notice of withdrawal is provided to the other Participating Jurisdictions. The
7 Participating Jurisdictions agree: (1) that withdrawal will not absolve a withdrawing party
8 of any financial responsibility to the extent a financial responsibility continues to exist
9 pursuant to the Contractual Commitment provision of this Agreement and (2) that prior
10 to the effective date of withdrawal, a withdrawing jurisdiction shall submit to the SWAC
11 how it intends on meeting its planning obligation under RCW 70.95.080.
12


13 All other terms and conditions of the Countywide Solid Waste Interlocal Agreement not
14 amended by this Agreement are hereby confirmed and shall and remain in full force
15 and effect.
16

17 Adopted: 10-24-17

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

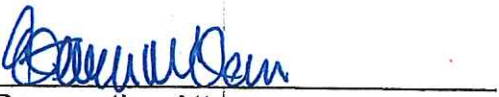
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Chair

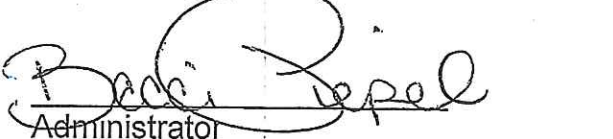
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Vice Chair

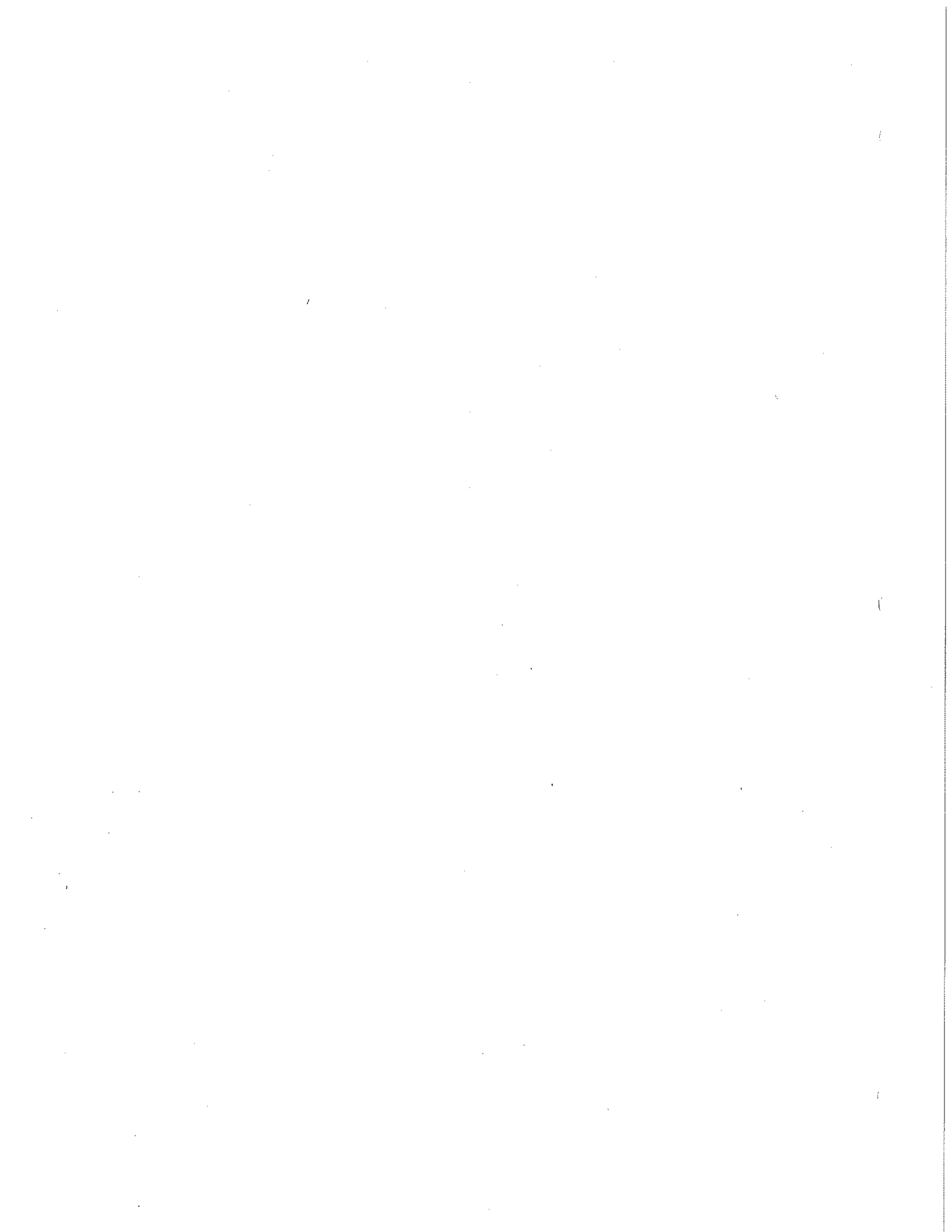
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Commissioner



31 ATTEST:
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35 Clerk of the Board

37 APPROVED BY:
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41 Prosecuting Attorney

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Administrator
Countywide Solid Waste Program Office



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APPROVED AS TO FORM:

Prosecuting Attorney

Adopted: _____

ATTEST:

Judy Brown

City Clerk

CITY OF BRIDGEPORT

Janet Bonkin

Mayor

Adopted: _____

ATTEST:

City Clerk

CITY OF EAST WENATCHEE

Mayor

Adopted: _____

ATTEST:

City Clerk

CITY OF ROCK ISLAND

Mayor

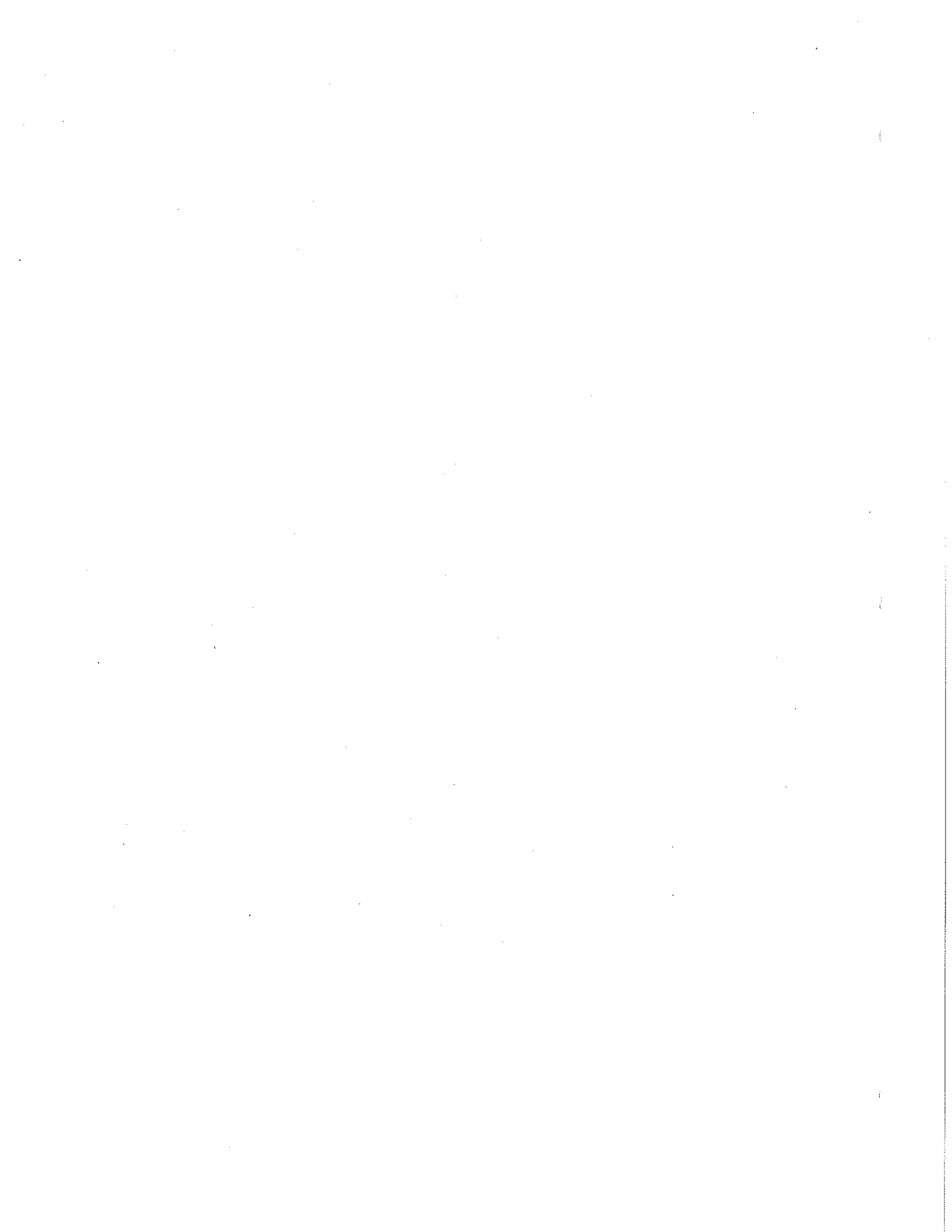
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ATTEST:

Mayor

TOWN OF MANSFIELD

Mayor



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APPROVED AS TO FORM:

Prosecuting Attorney

Adopted: _____

CITY OF BRIDGEPORT

ATTEST: _____

Mayor

City Clerk

Adopted: 7-11-2017

CITY OF EAST WENATCHEE

ATTEST: _____

Mayor

Sharonie Chinnett
City Clerk

Adopted: _____

CITY OF ROCK ISLAND

ATTEST: _____

Mayor

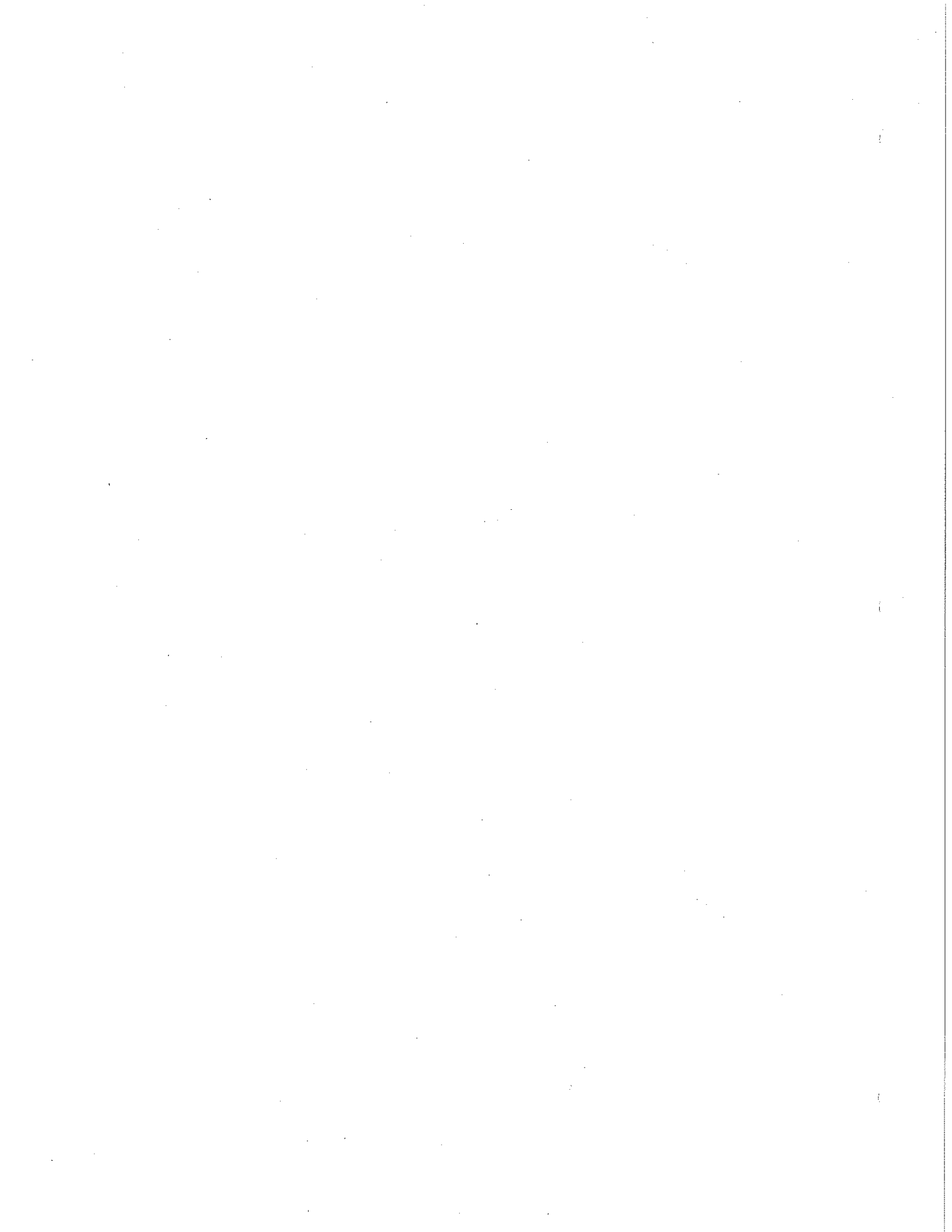
City Clerk

Adopted: _____

TOWN OF MANSFIELD

ATTEST: _____

Mayor



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APPROVED AS TO FORM:

Prosecuting Attorney

Adopted: _____

CITY OF BRIDGEPORT

ATTEST: _____

Mayor

City Clerk

Adopted: _____

CITY OF EAST WENATCHEE

ATTEST: _____

Mayor

City Clerk

Adopted: 7-11-17

CITY OF ROCK ISLAND

Randy Agnew

Mayor

ATTEST: _____

Dan P.

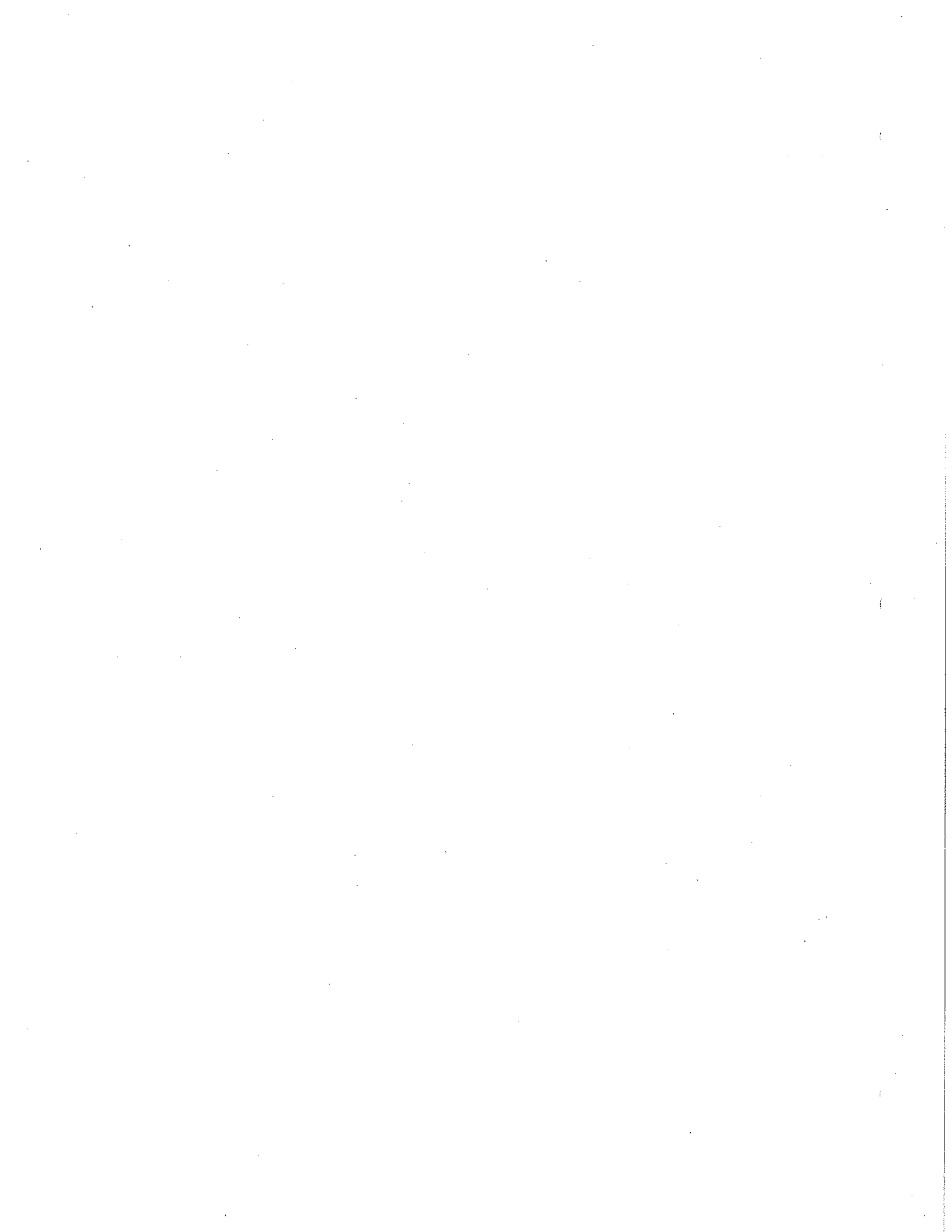
City Clerk

Adopted: _____

TOWN OF MANSFIELD

ATTEST: _____

Mayor



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APPROVED AS TO FORM:

Prosecuting Attorney

Adopted: _____

CITY OF BRIDGEPORT

ATTEST:

Mayor

City Clerk

Adopted: _____

CITY OF EAST WENATCHEE

ATTEST:

Mayor

City Clerk

Adopted: _____

CITY OF ROCK ISLAND

ATTEST:

Mayor

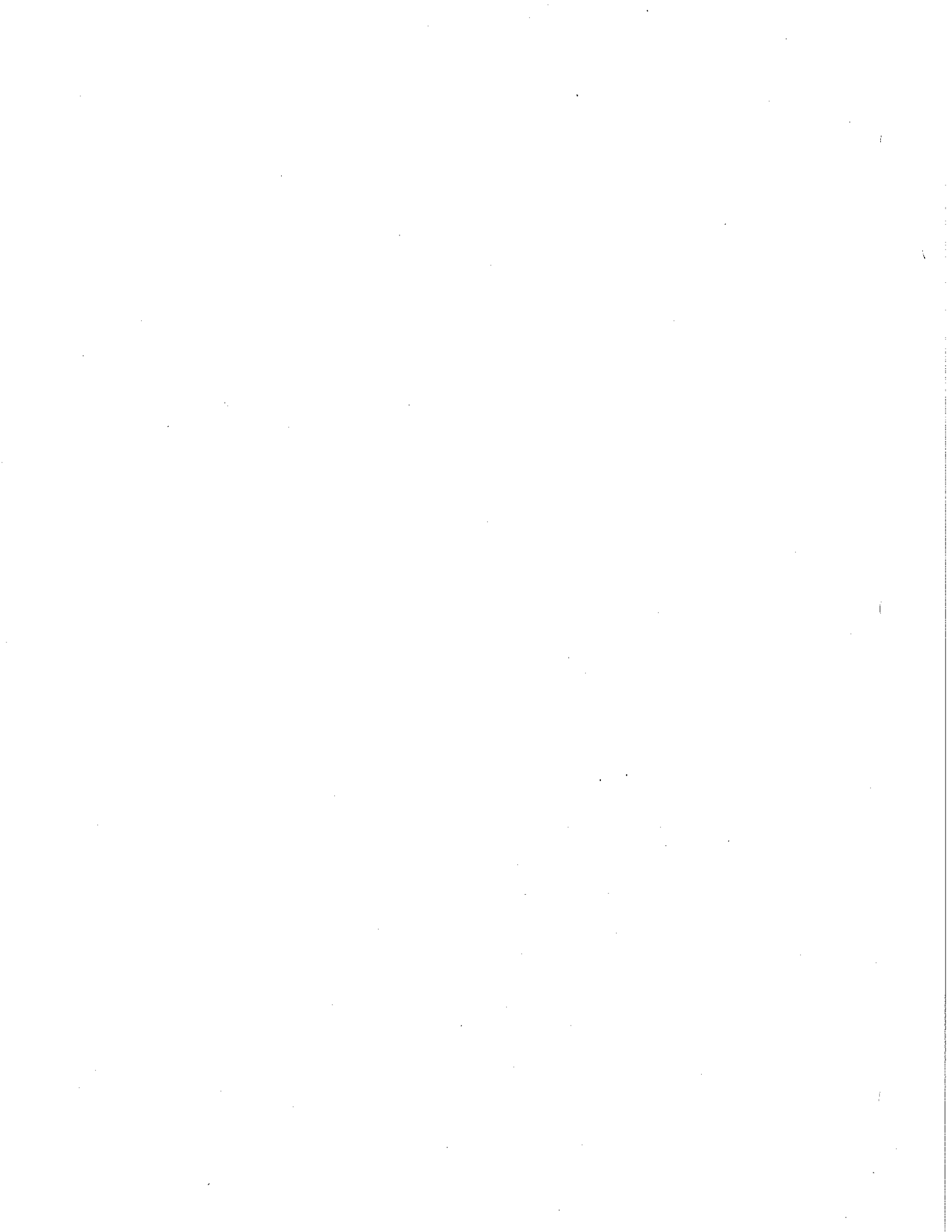
City Clerk

Adopted: _____

TOWN OF MANSFIELD

Tom Hall

Mayor



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Lucia Suma
Town Clerk

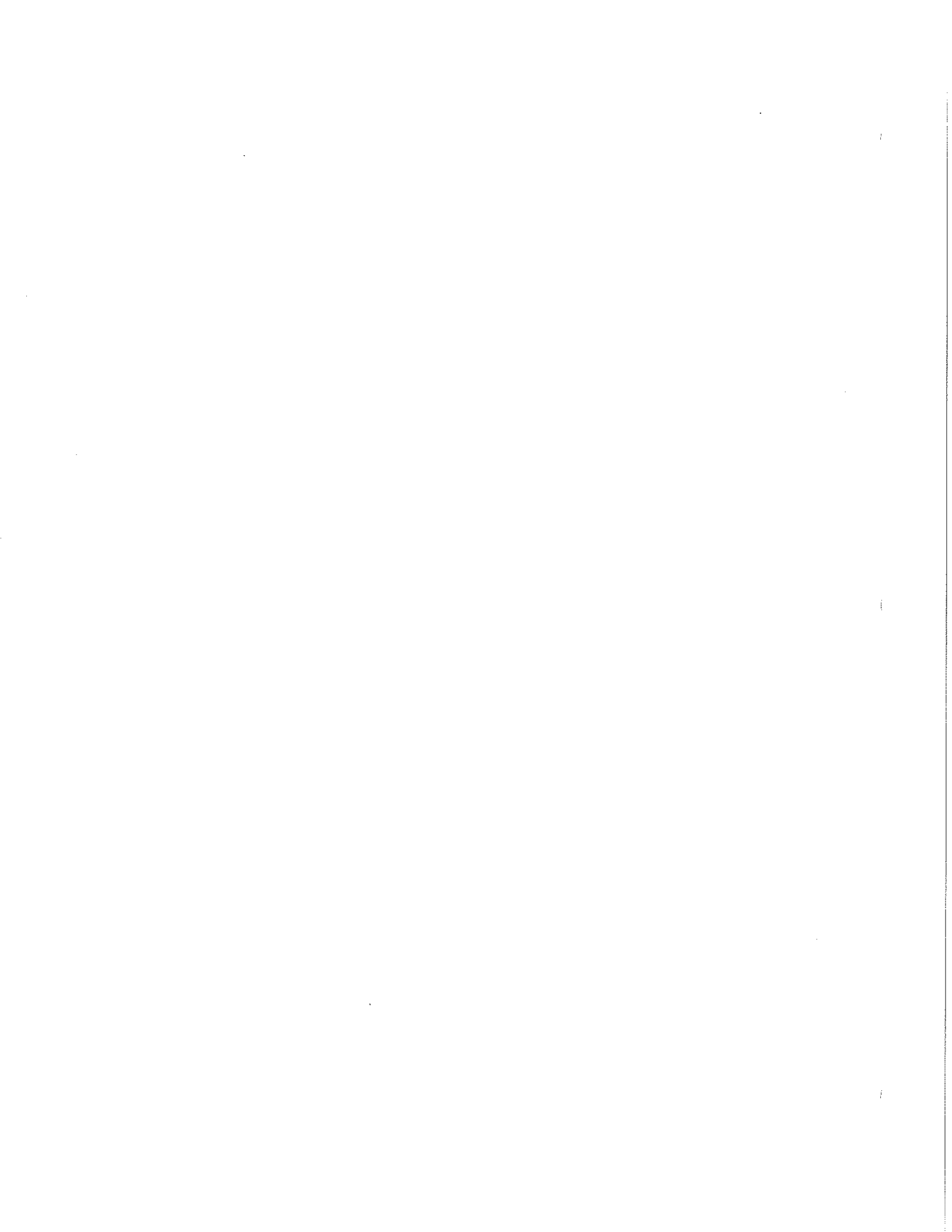
Adopted: 10/10/17

TOWN OF WATERVILLE

Mayor

ATTEST:

Town Clerk



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Town Clerk

Adopted: _____

TOWN OF WATERVILLE



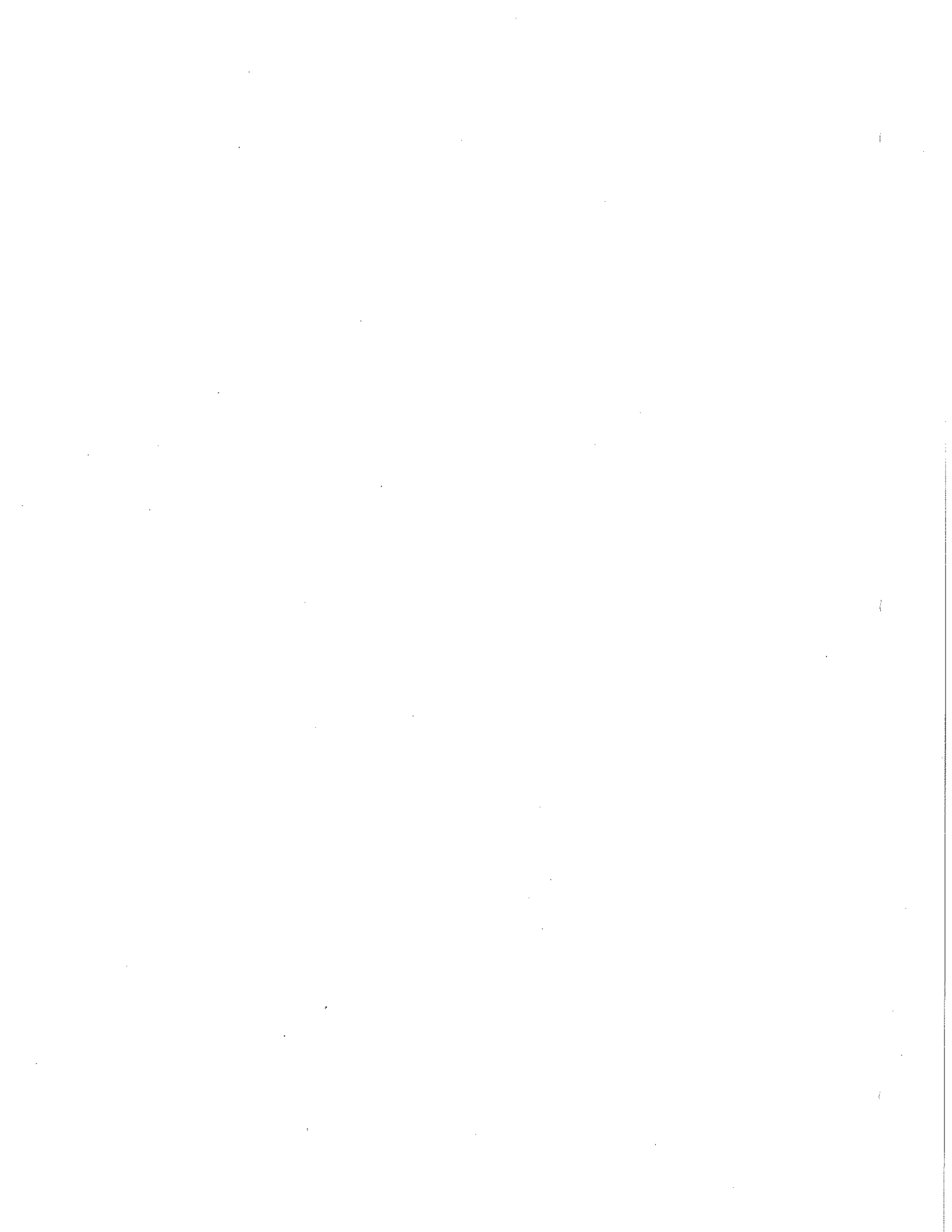
Mayor

ATTEST:



Town Clerk

Adopted 6/19/2017



BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Resolution: C.E. 10-44

ADMENDMENT OF THE COUNTYWIDE
SOLID WASTE INTERLOCAL AGREEMENT

Resolution amending the
June 24th, 2008 Interlocal
Agreement

WHEREAS, the Douglas County Solid Waste Advisory Committee (SWAC) has reviewed and discussed the Countywide Solid Waste Program *Countywide Solid Waste Interlocal Agreement* and recommend its approval, and

WHEREAS, the SWAC has established the Countywide Solid Waste Program Office to administer, plan and implement the *Douglas County Comprehensive Solid Waste Management Plan*, and

WHEREAS, the SWAC recognizes the need for a Lead Agency to provide administrative, legal, auditing and support services to the Countywide Solid Waste Program Office in order to administer, plan and implement the *Douglas County Comprehensive Solid Waste Management Plan*, and

WHEREAS, Douglas County has agreed to serve as the Lead Agency in order to provide the needed administrative, legal, auditing and support services to the Countywide Solid Waste Program Office, and

WHEREAS, Douglas County has, through the Countywide Solid Waste Program Implementation Budget Fund #144 and the Countywide Litter Control Program Budget Fund #160, established the means to fund the SWAC approved Countywide Solid Waste Program annual program calendar, work schedule and budget, and

WHEREAS, Douglas County agrees to file the *Countywide Solid Waste Interlocal Agreement* with the Douglas County Auditor pursuant to RCW 39.34.040, and


WHEREAS, all the Participating Jurisdictions of Douglas County have reviewed, approved and signed the *Countywide Solid Waste Interlocal Agreement*, now


THEREFORE BE IT RESOLVED, that the Douglas County Board of Commissioners hereby accepts the recommendation of the SWAC and adopt the *Countywide Solid Waste Interlocal Agreement* as submitted and attached.

Dated this 1 day of June, 2010, in regular session at the Douglas County Courthouse, Waterville, Washington.

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON.


Ken Stanton, Chair


Dale Synder, Vice-Chair


Mary Hunt, Member

ATTEST:




Dayna Prewitt,
Clerk of the Board

COUNTYWIDE SOLID WASTE INTERLOCAL AGREEMENT

As allowed within the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* under the *Review and Renegotiations* section this Agreement may be modified or amended at any time by following the procedure outlined within the *Douglas County Solid Waste Committee (SWAC) Members Manual*, and

WHEREAS, the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* states that the Agreement shall commence on January 1st, 2009 and continue in effect until December 31st, 2015, and

WHEREAS, the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* additionally states that the Agreement shall correspond to the effective date of the most currently adopted *Douglas County Comprehensive Solid Waste Management Plan* six year implementation and implementation budget, and

WHEREAS, the Washington State Department of Ecology under its *Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions* requires a signed and executed interlocal agreement for the six year implementation planning period be in effect, and

WHEREAS, the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* does not encompass the full six year implementation planning period and will need to be extended for a period of one year in order to comply with the state requirement, and

WHEREAS, the Douglas County SWAC approved a one year extension to the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* at it's May 6th, 2010 meeting, and

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions, now

THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* is amended as follows:

DURATION:

This Agreement shall commence on January 1st, 2009 and will continue in effect until December 31st, 2016, so as to correspond to the effective date of the most currently adopted Douglas County Comprehensive Solid Waste Management Plan six year implementation schedule and implementation budget.

All other terms and conditions contained within the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* are mutually agreed to by the Participating Jurisdictions and remain in force during the extended term of this amended Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly authorized representatives have agreed to extend the initial term of the June 24th, 2008 *Countywide Solid Waste Interlocal Agreement* as specified above.

PARTICIPATING JURISDICTIONS:

LEAD AGENCY:

DOUGLAS COUNTY

DOUGLAS COUNTY BOARD OF COMMISSIONERS

Dale Snyder
Dale Snyder, Commissioner
Date: 6/11/10

Ken Stanton
Ken Stanton, Chair

CITY OF BRIDGEPORT

Steve Jenkins
Steve Jenkins, Mayor
Date: 5/11/10

Dale Snyder
Dale Snyder, Vice Chair

CITY OF EAST WENATCHEE

Steve Lacy
Steve Lacy, Mayor
Date: 5/26/10

Mary Hunt
Mary Hunt, Member

CITY OF ROCK ISLAND

Russell Clark
Russell Clark, Mayor
Date: 5/11/10

TOWN OF MANSFIELD

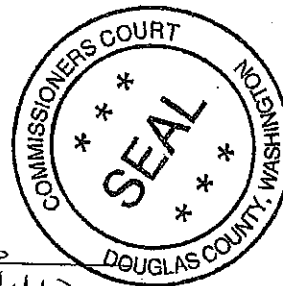
Tom Snell
Tom Snell, Mayor
Date: 5-11-10

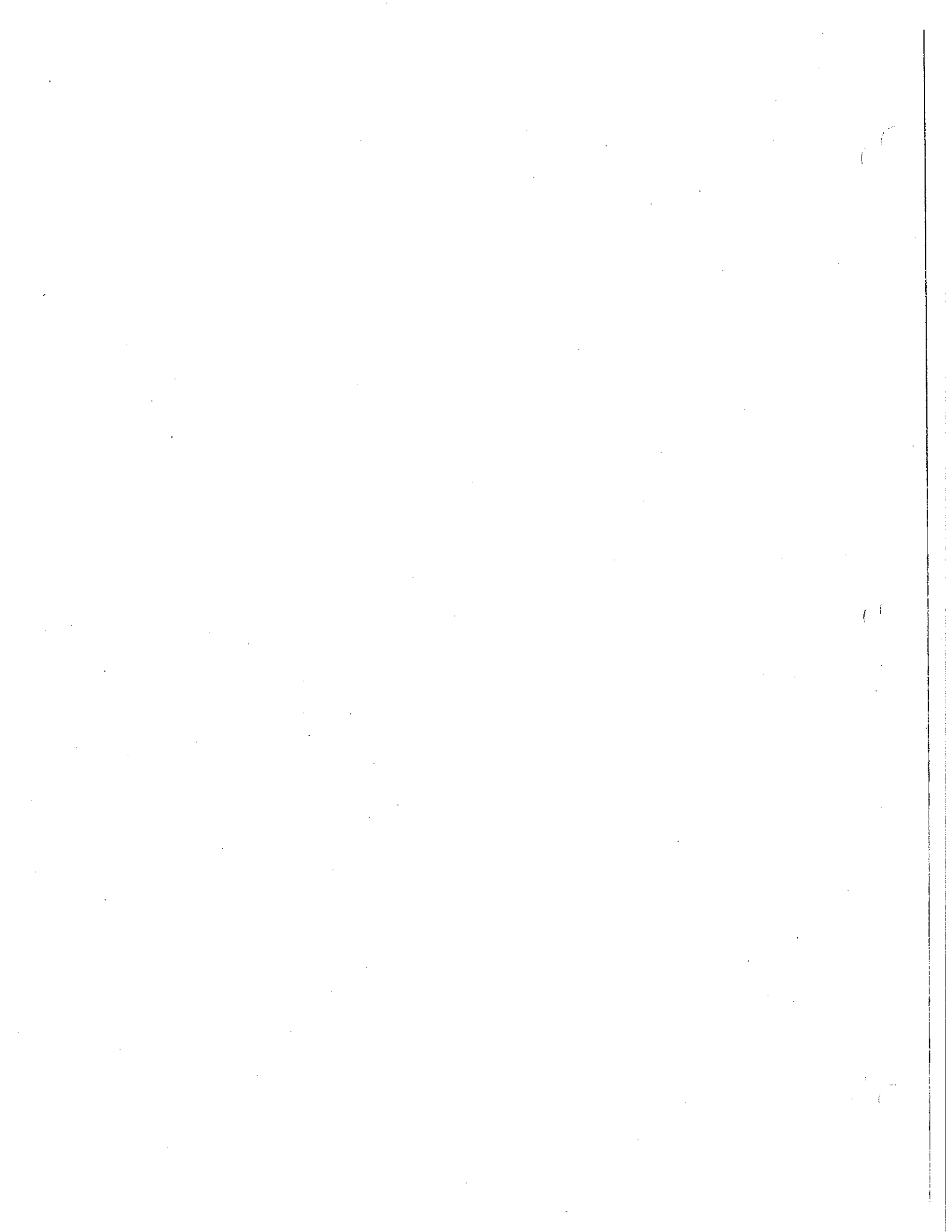
TOWN OF WATERVILLE

Royal DeVaney
Royal DeVaney, Mayor
Date: 5-12-10

ATTEST:

Dayna Prewitt
Dayna Prewitt,
Clerk of the Board 6/11/10





BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Resolution: C.E. 133 - 44

ADOPTION OF THE COUNTYWIDE
SOLID WASTE INTERLOCAL AGREEMENT

Resolution of Adoption
of an Interlocal Agreement

WHEREAS, the Douglas County Solid Waste Advisory Committee (SWAC) has reviewed and discussed the Countywide Solid Waste Program *Countywide Solid Waste Interlocal Agreement* and recommend its approval, and

WHEREAS, the SWAC has established the Countywide Solid Waste Program Office to administer, plan and implement the *Douglas County Comprehensive Solid Waste Management Plan*, and

WHEREAS, the SWAC recognizes the need for a Lead Agency to provide administrative, legal, auditing and support services to the Countywide Solid Waste Program Office in order to administer, plan and implement the *Douglas County Comprehensive Solid Waste Management Plan*, and

WHEREAS, Douglas County has agreed to serve as the Lead Agency in order to provide the needed administrative, legal, auditing and support services to the Countywide Solid Waste Program Office, and

WHEREAS, Douglas County has, through the Countywide Solid Waste Program Implementation Budget Fund #144 and the Countywide Litter Control Program Budget Fund #160, established the means to fund the SWAC approved Countywide Solid Waste Program annual program calendar, work schedule and budget, and

WHEREAS, Douglas County agrees to file the *Countywide Solid Waste Interlocal Agreement* with the Douglas County Auditor pursuant to RCW 39.34.040, and

WHEREAS, all the Participating Jurisdictions of Douglas County have reviewed, approved and signed the *Countywide Solid Waste Interlocal Agreement*, now

THEREFORE BE IT RESOLVED, that the Douglas County Board of Commissioners hereby accepts the recommendation of the SWAC and adopt the *Countywide Solid Waste Interlocal Agreement* as submitted and attached.

Dated this 24 day of June, 2008, in regular session at the Douglas County Courthouse, Waterville, Washington.



ATTEST:

Dayna Prewitt,
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON.

Ken Stanton, Chair

Dane Keane, Vice-Chair

Mary Hunt, Member

COUNTYWIDE SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is made and entered into effective the 24 day of June, 2008, by and between Douglas County and the incorporated cities and towns of Bridgeport, East Wenatchee, Rock Island, Mansfield and Waterville, all political subdivisions of the State of Washington, for the purpose of entering into a cooperative agreement to fund a Countywide Solid Waste Program for the Regional Planning Area.

WHEREAS, the Participating Jurisdictions hereto recognize the requirement to prepare and implement solid and hazardous risk waste plans under Chapter 70.95 RCW and Chapter 70.105 RCW, and

WHEREAS, the Participating Jurisdictions hereto agree to develop and/or amend the *Douglas County Comprehensive Solid Waste Management Plan* as required within Chapter 70.95 RCW and Chapter 70.105 RCW as they now exist or as they may be amended, and

WHEREAS, the Participating Jurisdictions hereto recognize that the adopted *Douglas County Comprehensive Solid Waste Management Plan* fulfills their jurisdictional requirements under Chapter 70.95 RCW and Chapter 70.105 RCW, and

WHEREAS, the Participating Jurisdictions hereto jointly agree to enter into a cooperative agreement to establish, support and fund a Countywide Solid Waste Program whose purpose is to provide technical and financial assistance to the Participating Jurisdictions of the Regional Planning Area in order to comply with Federal and State solid and hazardous waste regulations and to assist the Participating Jurisdictions in implementing their adopted solid waste management plans and programs contained within, and

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions, now

THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the Participating Jurisdictions agree as follows:

AUTHORITIES:

The Participating Jurisdictions to this Agreement have and possess both jointly and severally, the primary responsibility for effective solid and hazardous risk waste management administration, planning and implementation under Chapters 70.95 and 70.105 RCW. Under Chapter 39.34 RCW, the Interlocal Cooperation Act, local governments are authorized to cooperate to provide themselves with services of the nature herein agreed to.

PURPOSE:

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid and hazardous risk waste within Douglas County. It is the intent of the Participating Jurisdictions to work cooperatively in developing a comprehensive solid waste management plan pursuant to Chapters 70.95 and 70.105 RCW that is viable and economically responsible to their citizens. Specifically, this Agreement will provide for the administration, planning and implementation of the adopted *Douglas County Comprehensive Solid Waste Management Plan* (SWMP) and implement the recommendations, the six year implementation schedule and the six year implementation budget contained therein.

DEFINITIONS:

For the purpose of this Agreement the following definitions shall apply:

'Administration and Implementation Fee' means the annual assessment owed by each of the Participating Jurisdictions for implementing the SWMP recommendations, six year implementation schedule and six year implementation budget, over and above that which is off-set by grant funds, Solid Waste Haulers Fees and the Greater Wenatchee Regional Landfill and Recycling Facility Solid Waste Fee.

'Countywide Solid Waste Program Budget' means the Countywide Solid Waste Program Office (SWPO) annually prepared Countywide Solid Waste Program Budget, Fund #144 and the Countywide Litter Control Program Budget, Fund #160 budgets.

'Fair Share' means the amount owed by each of the Participating Jurisdictions based upon current population figures supplied by the Office of Financial Management and the corresponding population percentage applied to the SWAC approved Countywide Solid Waste Program Office Budget.

'Lead Agency' means a political subdivision of the State of Washington which is authorized under Chapter 39.34 RCW to accept Federal, state, county, municipal or private funds, as well as Federal or state loans or grants for the purpose of performing any service, activity, or undertaking which each of the Participating Jurisdictions entering into this Agreement is authorized by law to perform, subject to audit in the manner provided by law for auditing of public funds.

'Participating Jurisdictions' means the Public Agencies who have entered into the *Countywide Solid Waste Interlocal Agreement* and who have agreed to mutually support and financially contribute to the administration, planning and implementation of the SWMP recommendations, six year implementation schedule, six year implementation budget and the SWAC approved Countywide Solid Waste Program Office Budget.

'Public Agency' means any agency, political subdivision, or unit of local government of the State of Washington including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts.

'Regional Planning Area' means the geographical planning areas encompassing all of the Participating Jurisdictions.

'Routine Operating Agreement' means an agreement that is established for the purpose of accomplishing a task set forth in the SWMP and funded within the SWAC approved Countywide Solid Waste Program Office Budget.

'SWAC' means the Douglas County Solid Waste Advisory Committee formed per RCW 70.95.165 and approved by resolution by each of the Participating Jurisdictions.

'SWAC Manual' means the *Douglas County Solid Waste Advisory Committee Members Manual*, as the same exists now or may hereafter be amended pursuant to the procedures set forth in the manual.

'SWMP' means the *Douglas County Comprehensive Solid Waste Management Plan*, as the same exists now or may hereafter be amended pursuant to the guidelines set forth in RCW 70.95.100.

'SWPO' means the Countywide Solid Waste Program Office established as an independent department by the Douglas County Solid Waste Advisory Committee (SWAC) for the purpose of administering, planning and implementing the recommendations contained within the SWMP and funded through the SWAC approved Countywide Solid Waste Program Budget.

'TAC' means the Technical Advisory Committee(s) established within the SWAC to review and research solid and/or hazardous waste issues referred to the SWAC. Each TAC is to look at each issue solely on its technical merit and feasibility, and gather all support information necessary to make a recommendation to the SWAC. All TAC are an integral part of the SWAC and constitute an extension of its membership.

SOLID WASTE MANAGEMENT PLANNING:

The Participating Jurisdictions hereto recognize, as stipulated within RCW 70.95.110(1), that the SWMP shall be maintained in a current condition and reviewed and revised periodically as may be required by Washington state law. Upon each review, the SWMP shall be updated to show long-range needs for solid waste handling facilities for twenty years in the future, and a revised implementation schedule and implementation budget for six years in the future.

SOLID WASTE MANAGEMENT PLANNING STRUCTURE:

Pursuant to RCW 70.95.080, the Participating Jurisdictions agree to enter into a cooperative agreement authorizing the SWPO to develop and implement a joint city-county SWMP. By entering into a joint city-county SWMP each of the cities and towns as well as Douglas County agree to cooperatively develop and implement the SWMP and to mutually support and fund the Countywide Solid Waste Program.

SOLID WASTE MANAGEMENT PLAN IMPLEMENTATION:

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions authorize the SWPO to prepare a SWMP and to implement the recommendations, the six year implementation schedule and the six year implementation budget as contained within. In addition, the Participating Jurisdictions agree to enter into a cooperative agreement to establish, support and fund the SWPO, whose purpose is to assist the SWAC in preparing recommendations on solid and hazardous waste issues as referred to the SWAC.

REGIONAL PLANNING AREA:

The Participating Jurisdictions hereto recognize the geographical planning area covered by this Agreement to be the incorporated areas of the participating municipalities and the unincorporated area of Douglas County. All the Participating Jurisdictions agree to cooperatively implement the recommendations, six year implementation schedule and six year implementation budget contained within the SWMP for the mutual benefit of the Regional Planning Area.

PARTICIPATING JURISDICTIONS:

The following Public Agencies have agreed to enter into this Agreement by official resolution: Douglas County; the City of Bridgeport; the City of East Wenatchee; the City of Rock Island; the Town of Mansfield; and the Town of Waterville, all political subdivisions of the State of Washington.

ADMISSION OF NEW PARTICIPATING JURISDICTIONS:

The Participating Jurisdictions recognize that other jurisdictions, other than the original parties hereto, may wish to join or request to be included within the RPA. Additional jurisdictions may be added under such terms and conditions as the Participating Jurisdictions shall unanimously agree upon. The terms and conditions upon the admission of such additional jurisdictions shall be evidenced by a written addendum to this Agreement, approved and signed by the original Participating Jurisdictions to this Agreement and the requesting jurisdiction.

LEAD AGENCY:

The Participating Jurisdictions hereto recognize and Douglas County hereto agrees to serve as the Lead Agency for the Countywide Solid Waste Program and further agrees to provide administrative, legal, auditing and support services to the SWPO.

DOUGLAS COUNTY SOLID WASTE ADVISORY COMMITTEE:

The Participating Jurisdictions hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning, development and implementation of the SWMP. The SWAC also provides recommendations to the Participating Jurisdictions on solid and hazardous waste issues and assists the Participating Jurisdictions in developing solid waste ordinances, rules, guidelines and policies prior to their adoption. The SWAC, through its Executive TAC, provides oversight and direction to the SWPO and its Administrator.

DOUGLAS COUNTY SOLID WASTE ADVISORY COMMITTEE MEMBERS MANUAL:

The Participating Jurisdictions hereto recognize, support and agree to abide by the procedures outlined within the SWAC Manual. Any proposed change to the SWAC Manual must be referred to the Executive TAC and discussed with its members. All changes to the SWAC Manual must be approved, pursuant to the established procedures, by the Executive TAC prior to its submittal to the SWAC for formal amendment.

COUNTYWIDE SOLID WASTE PROGRAM OFFICE:

The Participating Jurisdictions hereto recognize the SWPO as the designated entity responsible for the administration, planning and implementation of the SWMP recommendations, six year implementation schedule and the six year implementation budget. In addition, the SWPO is to assist the Participating Jurisdictions in implementing their adopted solid waste management plans through the SWAC approved annual program calendar, work schedule and budget.

GRANT FUNDING:

The Participating Jurisdictions recognize, as stipulated in RCW 70.95.010(6)(c), that it is the responsibility of county and city governments to assume primary responsibility for solid waste management within the State of Washington. However, they also recognize, as stipulated in RCW 70.95.030, that the Department of Ecology shall allocate to the counties and cities funds as may be available pursuant to legislative appropriations or from any federal grants for such purpose. Therefore, the Participating Jurisdictions instruct the SWPO to pursue whatever financial aid is made available by the Department of Ecology for the implementing of the mandate imposed upon them by Chapters 70.95 and 70.105 RCW.

SOLID WASTE HAULER FEES:

The incorporated jurisdictions of Bridgeport, East Wenatchee, Mansfield, Rock Island and Waterville recognize Douglas County's authority to impose a fee upon the solid waste collection services of a solid waste collection company operating within the unincorporated areas of Douglas County as specified within RCW 36.58.045, and make no claim upon the revenues generated by such fee. Douglas County agrees to utilize the Solid Waste Haulers Fees to pay its Fair Share portion of the annual Countywide Solid Waste Program Budget as recommended by the SWAC, approved by the Participating Jurisdictions and adopted by the Lead Agency.

GREATER WENATCHEE REGIONAL LANDFILL AND RECYCLING FACILITY SOLID WASTE FEE:

Waste Management of Washington Inc. voluntarily entered into a *Solid Waste Disposal Host Agreement* with Douglas County to contribute financially to mitigate environmental and infrastructure impacts to Douglas County caused by the operation and expansion of the Greater Wenatchee Regional Landfill and Recycling Facility. Douglas County agrees to contribute thirty-six cents (\$0.36) per ton of acceptable waste actually disposed of at the Greater Wenatchee Regional Landfill and Recycling Facility to pay the incorporated jurisdictions of Bridgeport, East Wenatchee, Mansfield, Rock Island and Waterville Fair Share portion of the annual Countywide Solid Waste Program Budget as recommended by the SWAC, approved by the Participating Jurisdictions and adopted by the Lead Agency.

ADMINISTRATION AND IMPLEMENTATION FEE:

The Participating Jurisdictions agree to pay an Administration and Implementation Fee (A&I Fee) to the SWPO should insufficient funding be provided by grant funds, Solid Waste Haulers Fees and the Greater Wenatchee Regional Landfill and Recycling Facility Solid Waste Fee. This fee shall represent the Participating Jurisdictions Fair Share portion based on population figures supplied annually by the Office of Financial Management, and on the expenditures and revenues identified within the annual Countywide Solid Waste Program Budget as recommended by the SWAC, approved by the Participating Jurisdictions and adopted by the Lead Agency. The Participating Jurisdictions agree to remit their A&I Fees to the SWPO either as a lump sum payment due on or before the fifteen day of April of each corresponding year, or as quarterly payments, due by the 15th day of each of the following months: April, July, September and November.

CONTRACTUAL COMMITMENT:

Each Participating Jurisdiction agrees to pay its Fair Share portion of any contractual commitment authorized by the SWAC during the time the Participating Jurisdiction is a party to this Agreement. Additionally, it is understood and agreed to by each Participating Jurisdiction that they are financially bound to their Fair Share portion of any contractual commitment made under this Agreement until the contractual commitment approved while it was a party is fulfilled or terminates, even if they should choose to withdraw from the RPA and the Countywide Solid Waste Program.

ROUTINE OPERATING AGREEMENTS:

The Participating Jurisdictions agree that Routine Operating Agreement(s) may be required from time to time to accomplish the purpose of this Agreement and to implement the programs contained within the Countywide Solid Waste Program Budget. Any such Routine Operating Agreement executed to implement the programs contained within the Countywide Solid Waste Program Budget, which is signed by the Lead Agency, shall be presumed to be binding on the Participating Jurisdictions if the Routine Operating Agreement(s) is within the adopted Countywide Solid Waste Program Budget, unless contrary to law.

COUNTYWIDE SOLID WASTE PROGRAM BUDGET ADOPTION:

The Participating Jurisdictions agree to financially support the Countywide Solid Waste Program at a funding level that allows for the implementing of the six year implementation schedule and six year implementation budget as contained within the adopted SWMP. The SWPO shall prepare a Solid Waste Program Budget in August of each year for the upcoming budget year. This Countywide Solid Waste Program Budget is to be reviewed by each of the Participating Jurisdictions prior to the October Executive TAC meeting where it is to be discussed, modified (if necessary) and approved, pursuant to the established procedures outlined within the SWAC Manual. Only after the Executive TAC has approved the Countywide Solid Waste Program Budget will it be submitted to the SWAC in November of each budget year for discussion and approval. Upon approval the SWAC, pursuant to the established procedures outlined within the SWAC Manual, shall recommend that the Countywide Solid Waste Program Budget be submitted to the Lead Agency in December, by the SWPO for formal adoption.

COUNTYWIDE SOLID WASTE PROGRAM BUDGET RECONCILIATION:

The Participating Jurisdictions agree that any ending fund balance from either the Countywide Solid Waste Program Budget, Fund #144 or the Countywide Litter Control Program Budget, Fund #160, minus the SWAC approved operating reserve can only be utilized for: budgetary shortfalls; placement into established capital reserve accounts; Participating Jurisdictions requested capital projects; or Participating Jurisdictions requested operating projects. The Participating Jurisdictions agree that the last two options must be approved by SWAC pursuant to the established procedures outlined within the SWAC Manual.

DISBURSEMENT OF ASSETS AND DEBTS:

If this Agreement is terminated, all the Participating Jurisdictions to this Agreement shall determine the disbursement of any outstanding debts and the allocation of any assets. If the Participating Jurisdictions cannot agree to the disbursement of any outstanding debts and the allocation of any assets, the issues are to be submitted for arbitration, pursuant to state law, RCW 7.04 et seq. The Lead Agency and the contesting jurisdiction(s) agree that such arbitration shall be conducted before one (1) disinterested arbitrator, if one can be mutually agreed upon; otherwise arbitration shall be conducted before three (3) disinterested arbitrators, one named by the contesting jurisdiction(s), one named by the Lead Agency, and one (1) chosen by the remaining Participating Jurisdictions. The arbitrator or arbitrators shall determine the outcome of the deadlock in accordance with the laws of the State of Washington as applied to the facts found and determined by the arbitrator or arbitrators. The arbitrator or arbitrators may grant injunctions or other relief in such deadlocked claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding upon the Lead Agency and/or the contesting jurisdiction(s), and a judgment may be obtained therein in any court having jurisdiction. The Lead Agency and the contesting jurisdiction(s) shall each pay one-half of the costs and expenses of such arbitration and each party shall separately pay for its own legal fees and expenses.

DURATION:

This Agreement shall commence on January 1st, 2009 and will continue in effect until December 31st, 2015, so as to correspond to the effective date of the most currently adopted SWMP six year implementation schedule and implementation budget.

REVIEW AND RENEGOTIATION:

Any Participating Jurisdiction may request a review and/or renegotiations of any provision of this Agreement during the six-month period immediately preceding the fifth anniversary for the effective date of the SWMP. Such request must be made in writing to the SWPO and must specify the provision(s) of the Agreement for which review/renegotiations are requested. Review and/or renegotiations pursuant to such a written request shall be immediately referred to the SWAC for their review and recommendation. Notwithstanding any other provisions in this paragraph to the contrary, the Participating Jurisdictions may, pursuant to the procedure outlined within the SWAC Manual, modify or amend any provision(s) of this Agreement at any time during the term of this Agreement.

TERMINATION:

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the SWPO no less than three hundred sixty five days immediately preceding the implementation date of the next Countywide Solid Waste Program Budget. The Participating Jurisdictions agree: (1) that termination will not absolve a terminating party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the Contractual Commitment provision of this Agreement and (2) that prior to termination, a withdrawing jurisdiction shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

WAIVER:

No waiver by any of the Participating Jurisdictions of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition, or of any subsequent breach, whether of the same or a different provision of this Agreement.

ENTIRE AGREEMENT:

This Agreement, including all subsequent attachments and addendums, constitutes the entire Agreement between the Participating Jurisdictions and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understandings between the Participating Jurisdictions as to the subject matter contained herein. The venue for any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Douglas County, Washington.

SEVERABILITY:

Any provision of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have caused this Agreement to be executed and become effective the first day of January 2009.

PARTICIPATING JURISDICTIONS:

DOUGLAS COUNTY

Dane Keane

Dane Keane, Commissioner

Date: 6/24/08

CITY OF BRIDGEPORT

Steve Jenkins

Steve Jenkins, Mayor

Date: 10 June 08

CITY OF EAST WENATCHEE

Steve Lacy

Steve Lacy, Mayor

Date: 6/19/08

CITY OF ROCK ISLAND

Russell Clark

Russell Clark, Mayor

Date: 6/14/08

TOWN OF MANSFIELD

Tom Snell

Tom Snell, Mayor

Date: 6/17/08

TOWN OF WATERVILLE

Royal DeVaney

Royal DeVaney, Mayor

Date: 6-11-08

LEAD AGENCY:

DOUGLAS COUNTY BOARD OF COMMISSIONERS

Ken Stanton

Ken Stanton, Chair

Dane Keane

Dane Keane, Vice-Chair

Mary Hunt

Mary Hunt, Member



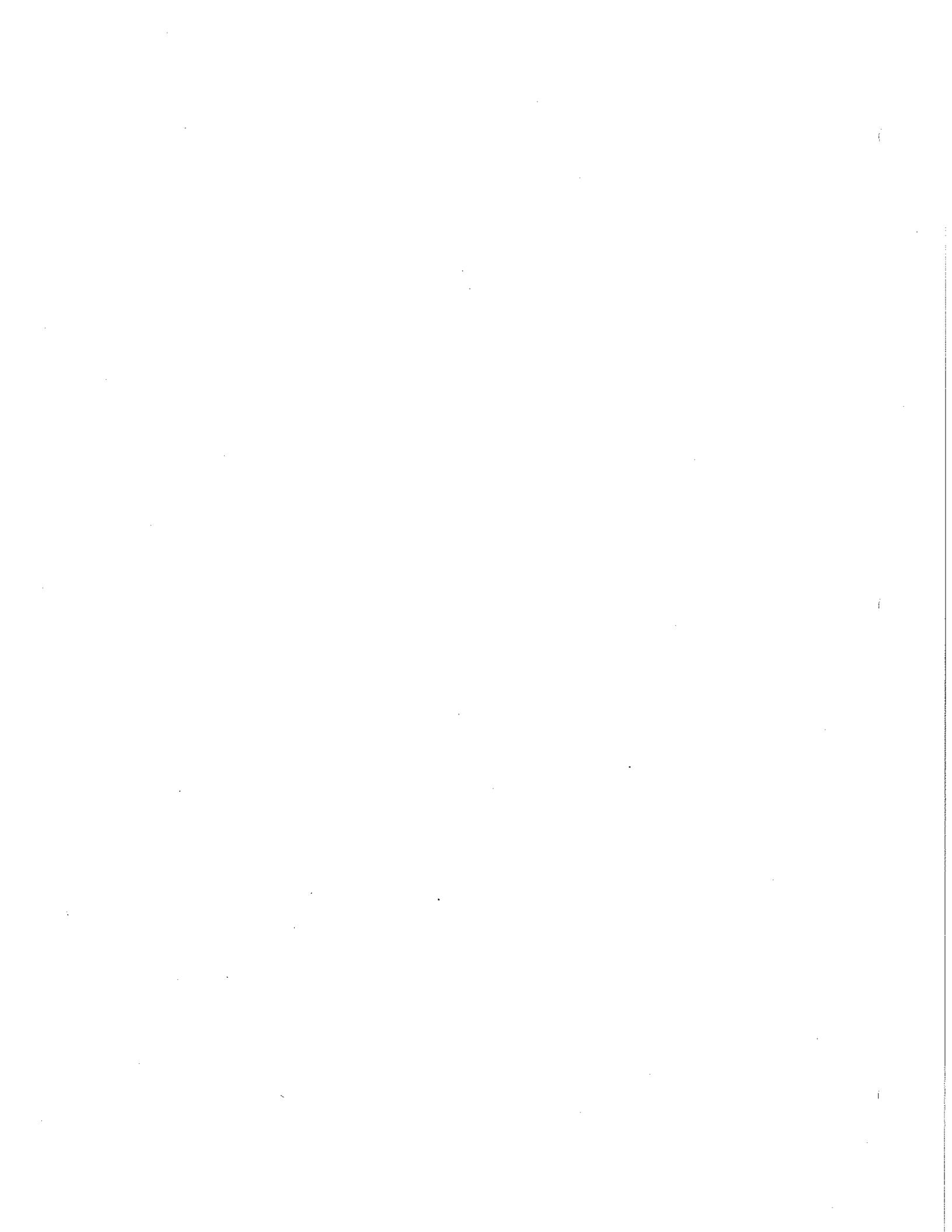
ATTEST:

Dayna Prewitt

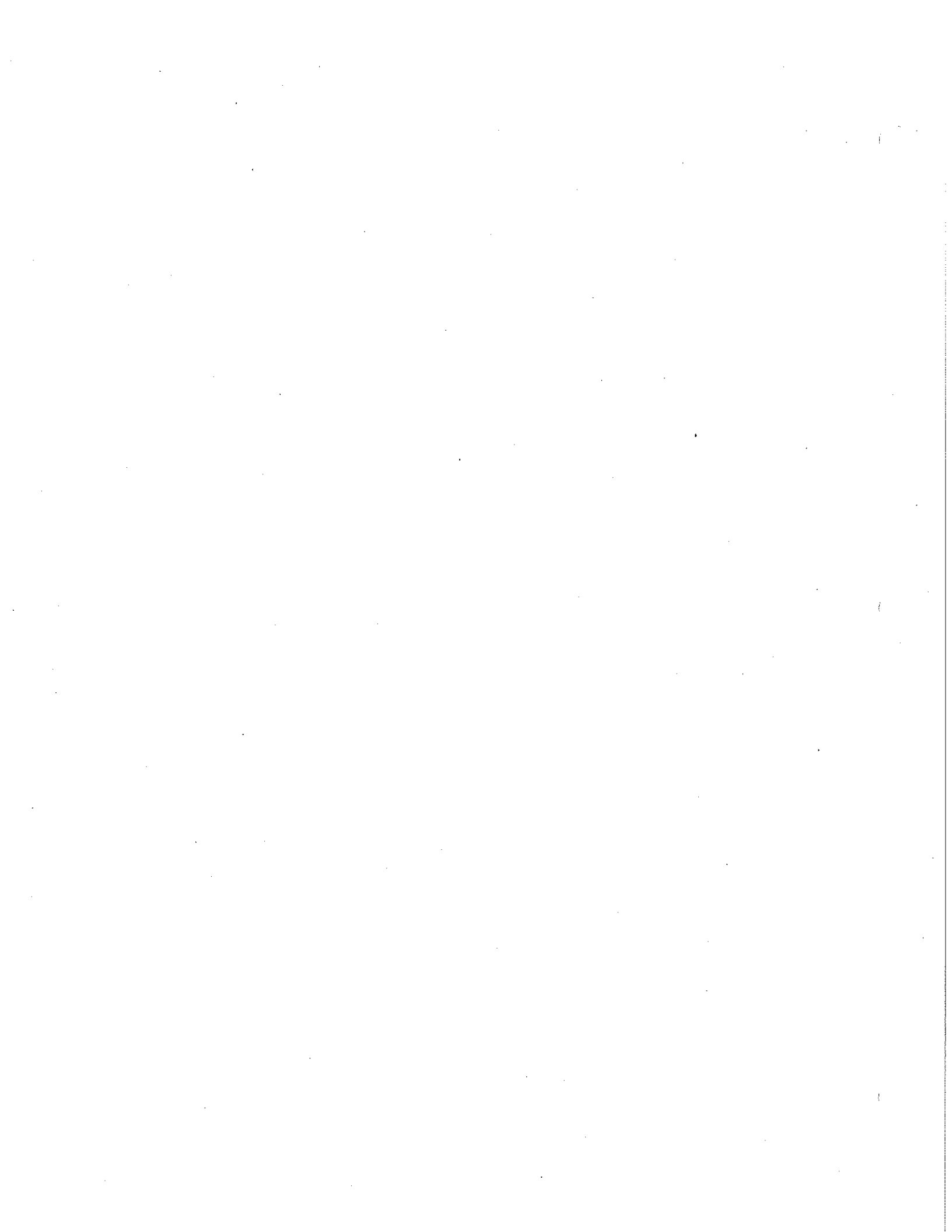
Dayna Prewitt,
Clerk of the Board



Appendix C. Resolutions of Adoption



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





Appendix D. Status of Previous Recommendations

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Waste Collection	
9.6.1 WUTC Authority over Source-Separated Recyclables	Ongoing
9.6.2 Encourage Voluntary S.W. Collection	Ongoing
9.6.3 WUTC Authority for Implementing Douglas County MLS	Ongoing
9.6.4 Variable Rate Structure	Ongoing
9.6.5 Municipal W.H. Agreements Conform to MLS	Ongoing
9.6.6 Coordinate all Municipal W.H. Agreements RFP	Ongoing
9.6.7 Coordinate all Municipal W.H. Agreements	Not Implemented
9.6.8 Monitor and Track Solid Waste Collection	Ongoing
Transfer Stations	
10.6.1 Conduct An Intermediate SW Handling Facility Siting Study	Not Implemented
Waste Import/Export	
11.6.1 Conduct a Waste Characteristic Study	Not Implemented
11.6.2 Quality Control Standards for Imported Waste	Ongoing
11.6.3 Enforce Solid Waste Importation Ordinance	Ongoing
11.6.4 Enforce "Voluntary" Host Agreement	Ongoing
11.6.5 Monitor and Track Importation and Exportation	Ongoing
Municipal Solid Waste Disposal (MSW)	
12.6.1 Restrict Disposal	Ongoing
12.6.2 Continue to Utilize the Privately Owned and Operated Landfill	Ongoing
12.6.3 Monitor and Track Municipal Solid Waste	Ongoing
Energy Recovery	
13.6.1 Conduct a Waste-to-Energy Study	Not Implemented
Residential Recycling	
15.6.1 Incentive Rate Structure	Ongoing
15.6.2 Apartment / Condominium Program	Not Implemented
15.6.3 Promote Use of CRCs	Ongoing
15.6.4 Promote Use of Drop-Off Collection Centers	Ongoing
15.6.5 Education Program	Ongoing
15.6.6 Monitor and Track Residential Recycling	Not Implemented
Public Sector Recycling	
16.6.1 Enforce Prevention of Waste	Ongoing
16.6.2 Promote Use of CRCs	Ongoing
16.6.3 Promote Use of Douglas County Drop-Off Recycling Trailers	Ongoing
16.6.4 Governmental Office Recycling Program	Ongoing
16.6.5 School District Recycling Program	Ongoing
16.6.6 Monitor and Track Public Sector Recycling	Not Implemented

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Private Sector Recycling	
17.6.1 Utilization of Recycling Opportunities	Ongoing
17.6.2 Promote Use of CRCs	Ongoing
17.6.3 Promote Use of Drop-Off Collection Centers	Ongoing
17.6.4 Technical Assistance Program	Not Implemented
17.6.5 Monitor and Track Private Sector Recycling	Not Implemented
Ferrous and Non-Ferrous Metal	
18.6.1 Enforce Nuisance Codes	Ongoing
18.6.2 Restrict Disposal	Ongoing
18.6.3 Site Ferrous and Non-Ferrous Recycling Facilities	Completed
18.6.4 Utilization of Recycling Opportunities	Ongoing
18.6.5 Annual Scrap Metal Collection Event	Ongoing
18.6.6 Collect Scrap Metal at CRCs	Ongoing
18.6.7 Education Program	Ongoing
18.6.8 Monitor and Track Ferrous and Non-Ferrous Metals	Ongoing
Appliances	
19.6.1 Enforce Nuisance Codes	Ongoing
19.6.2 Restrict Disposal	Ongoing
19.6.3 Site Whitegoods Processing Facilities	Ongoing
19.6.4 Take - Back Programs	Not Implemented
19.6.5 Utilization of Recycling Opportunities	Ongoing
19.6.6 Annual Whitegoods Collection Event	Not Implemented
19.6.7 Collect Whitegoods at CRCs	Ongoing
19.6.8 Education Program	Ongoing
19.6.9 Monitor and Track Whitegoods	Ongoing
Abandoned Junk Vehicles	
20.6.1 Enforce Nuisance Codes	Ongoing
20.6.2 Restrict Disposal	Not Implemented
20.6.3 Utilization of Recycling Facilities	Ongoing
20.6.4 Annual Abandoned Junk Vehicle Collection Event	Not Implemented
20.6.5 Monitor and Track Abandoned Junk Vehicles	Not Implemented
Waste Tires	
21.6.1 Enforce Nuisance Codes	Ongoing
21.6.2 Restrict Disposal	Ongoing
21.6.3 Site Waste Tire Recycling Facilities	Ongoing

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
21.6.4 Take - Back Program	Not Implemented
21.6.5 Utilization of Recycling Opportunities	Ongoing
21.6.6 Collect Waste Tires at CRCs	Ongoing
21.6.7 Education Program	Ongoing
21.6.8 Monitor and Track Waste Tires	Ongoing
Vehicle Batteries	
22.6.1 Enforce Nuisance Codes	Ongoing
22.6.2 Restrict Disposal	Ongoing
22.6.3 Site Vehicle Battery Recycling Facilities	Ongoing
22.6.4 Take - Back Program	Not Implemented
22.6.5 Utilization of Recycling Opportunities	Ongoing
22.6.6 Collect Vehicle Batteries at CRCs	Ongoing
22.6.7 Education Program	Ongoing
22.6.8 Monitor and Track Used Batteries	Ongoing
Used Oil	
23.6.1 Enforce Nuisance Codes	Ongoing
23.6.2 Restrict Disposal	Not Implemented
23.6.3 Take - Back Program	Not Implemented
23.6.5 Utilization of Recycling Opportunities	Ongoing
23.6.6 Collect Used Oil at CRCs	Ongoing
23.6.7 Education Program	Ongoing
23.6.8 Monitor and Track Used Oil	Ongoing
Used Antifreeze	
24.6.1 Enforce Nuisance Codes	Ongoing
24.6.2 Restrict Disposal	Not Implemented
24.6.3 Take - Back Program	Not Implemented
24.6.4 Annual Hazardous Waste Collection Event	Ongoing
24.6.5 Collected Used Antifreeze at CRCs	Not Implemented
24.6.6 Education Program	Ongoing
24.6.7 Monitor and Track Used Antifreeze	Not Implemented

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Household Hazardous Waste (HHW)	
25.6.1 Enforce Nuisance Codes	Ongoing
25.6.2 Annual HHW Collection Event	Ongoing
25.6.3 Annual Mobile HHW Collection Events	Ongoing
25.6.4 Education Program	Ongoing
25.6.5 Monitor and Track Household Hazardous Waste	Ongoing
Latex Paint	
26.6.1 Enforce Nuisance Codes	Ongoing
26.6.2 Annual Latex Paint Collection Event	Not Implemented
26.6.3 Collect Latex Paint at LPCCs	Not Implemented
26.6.4 Education Program	Ongoing
26.6.5 Monitor and Track Latex Paint	Not Implemented
Conditionally Exempt Small Quantity Generator (CESQG) Waste	
27.6.1 Enforce Nuisance Codes	Ongoing
27.6.2 Annual CESQG Collection Event	Ongoing
27.6.3 Technical Assistance Program	Not Implemented
27.6.4 Education Program	Ongoing
27.6.5 Monitor and Track CESQG Waste	Ongoing
Plastic Pesticide Containers (PPC)	
28.6.1 Enforce Nuisance Codes	Ongoing
28.6.2 Restrict Disposal	Not Implemented
28.6.3 Take - Back Program	Not Implemented
28.6.4 Education Program	Ongoing
28.6.5 Monitor and Track Plastic Pesticide Containers	Not Implemented
Waste Pesticides	
29.6.1 Enforce Nuisance Codes	Ongoing
29.6.2 Take - Back Program	Not Implemented
29.6.3 Annual Waste Pesticide Collection Event	Ongoing
29.6.4 Education Program	Ongoing
29.6.5 Monitor and Track Waste Pesticides	Not Implemented

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Biomedical Waste	
30.6.1 Enforce Nuisance Codes	Ongoing
30.6.2 Restrict Collection to WUTC Haulers	Not Implemented
30.6.3 Sharps Take - Back Program	Ongoing
30.6.4 Utilization of Residential Sharps Collection Facilities	Ongoing
30.6.5 Education Program	Ongoing
30.6.6 Monitor and Track Biomedical Waste	Not Implemented
Universal Waste (UW)	
31.6.1 Enforce Nuisance Codes	Ongoing
31.6.2 Restrict Disposal	Not Implemented
31.6.3 Take - Back Program	Not Implemented
31.6.4 Utilization of Universal Lamp Collection Facilities	Ongoing
31.6.5 Utilization of Ni-Cad Battery Collection Facilities	Ongoing
31.6.6 Annual CESQG Collection Event	Ongoing
31.6.7 Annual HHW Collection Event	Ongoing
31.6.8 Education Program	Ongoing
31.6.9 Monitor and Track Universal Waste	Ongoing
Electronic Waste (EW)	
32.6.1 Enforce Nuisance Codes	Ongoing
32.6.2 Restrict Disposal	Not Implemented
32.6.3 Take-Back Programs	Not Implemented
32.6.4 Utilization of E-Cycle Washington	Ongoing
32.6.5 Education Program	Ongoing
32.6.6 Monitor and Track EW	Not Implemented
Asbestos Containing Waste	
33.6.1 Enforce Nuisance Codes	Ongoing
33.6.2 Restrict Disposal	Not Implemented
33.6.3 Allow Disposal at GWRLF	Ongoing
33.6.4 Education Program	Ongoing
33.6.5 Monitor and Track Asbestos Containing Waste	Not Implemented

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Contaminated Soils (CS)	
34.6.1 Enforce Nuisance Codes	Ongoing
34.6.2 Restrict Remediation and Disposal	Not Implemented
34.6.3 Allow as Daily Cover at GWRLF	Ongoing
34.6.4 Allow On-Site Remediation of PCS	Ongoing
34.6.5 Allow On-Site Remediation of ACS	Ongoing
34.6.6 Site PCS Remediation Facilities	Not Implemented
34.6.7 Education Program	Not Implemented
34.6.8 Monitor and Track Contaminated Soils	Not Implemented
Street Waste	
35.6.1 Enforce Nuisance Codes	Ongoing
35.6.2 Restrict Disposal	Ongoing
35.6.3 Technical Assistance Program	Not Implemented
35.6.4 Education Program	Not Implemented
35.6.5 Monitor and Track Street Waste	Not Implemented
Inert Waste	
36.6.1 Enforce Nuisance Codes	Ongoing
36.6.2 Restrict Disposal	Not Implemented
36.6.3 Site Inert Waste Recycling Facilities	Not Implemented
36.6.4 Technical Assistance Program	Not Implemented
36.6.5 Education Program	Not Implemented
36.6.6 Monitor and Track Inert Waste	
Construction Demolition and Landclearing Debris	
37.6.1 Enforce Nuisance Codes	Ongoing
37.6.2 Restrict Disposal	Not Implemented
37.6.3 Site Limited Purpose Landfill	Completed
37.6.4 Technical Assistance Program	Not Implemented
37.6.5 Education Program	Ongoing
37.6.6 Monitor and Track CDL Debris	Not Implemented
Wood Waste	
38.6.1 Enforce Nuisance Codes	Ongoing

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
38.6.2 Restrict Disposal	Not Implemented
38.6.3 Annual Christmas Tree Collection Event	Not Implemented
38.6.4 Collect Christmas Trees at CRCs	Not Implemented
38.6.5 Education Program	Ongoing
38.6.6 Monitor and Track Wood Waste	Not Implemented
Yard Debris	
39.6.1 Enforce Nuisance Codes	Ongoing
39.6.2 Restrict Disposal	Not Implemented
39.6.3 Implement a Yard Waste Collection Program in the Douglas County Yard Waste Collection Area	Not Implemented
39.6.4 Technical Assistance Program	Not Implemented
39.6.5 Education Program	Ongoing
39.6.6 Monitor and Track Yard Debris	Not Implemented
Food Waste	
40.6.1 Enforce Nuisance Codes	Ongoing
40.6.2 Restrict Disposal	Not Implemented
40.6.3 Encourage Beneficial Use	Ongoing
40.6.4 Technical Assistance Program	Not Implemented
40.6.5 Education Program	Ongoing
40.6.6 Monitor and Track Food Waste	Not Implemented
Biosolids	
41.6.1 Retain Local Control of Biosolids	Completed
41.6.2 Enforce Nuisance Codes	Ongoing
41.6.3 Encourage Beneficial Use	Ongoing
41.6.4 Encourage DOE to Permit Septage Treatment Facilities	Not Implemented
41.6.5 Restrict Disposal	Not Implemented
41.6.6 Monitor and Track Biosolids	Not Implemented
Litter	
42.6.1 Enforce Litter Regulations	Ongoing
42.6.2 Uncovered Load Fee	Completed
42.6.3 Improve Interagency Coordination and Cooperation	Not Implemented

Appendix D Status of Previous Solid Waste Management Recommendations

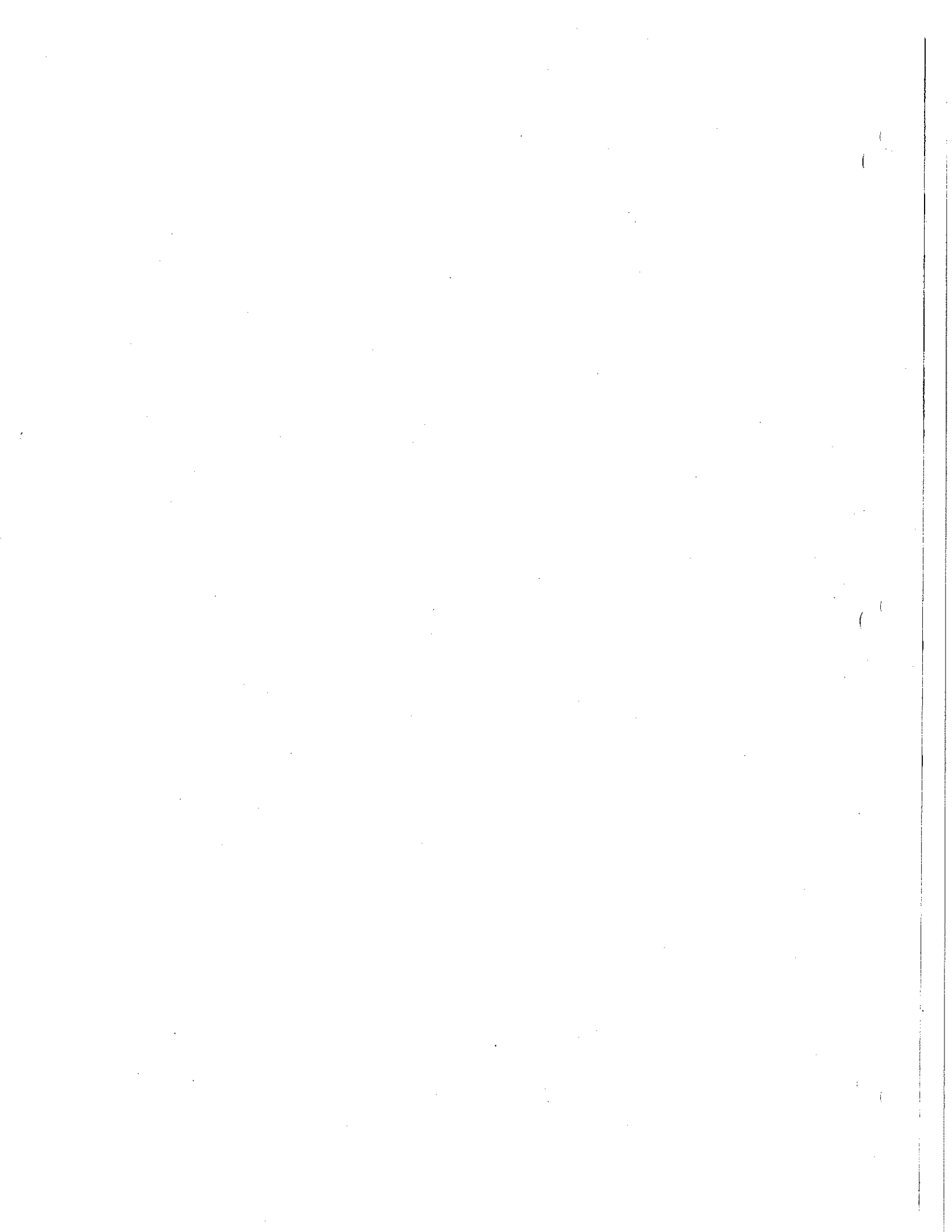
Recommendations	Status
42.6.4 Countywide Litter Control Program	Ongoing
42.6.5 Education Program	Ongoing
42.6.6 Monitor and Track Litter	Ongoing
Illegal Dumping	
43.6.1 Enforce Illegal Dumping Regulations	Ongoing
43.6.2 Enforce Nuisance Regulations	Ongoing
43.6.3 Enforce Nuisance Codes	Ongoing
43.6.4 Improve Interagency Coordination and Cooperation	Ongoing
43.6.5 Countywide Public Complaint Tracking Program	Completed
43.6.6 Education Program	Ongoing
43.6.7 Monitor and Track Illegal Dumping	Ongoing
Enforcement and Compliance	
44.6.1 Enforce Solid Waste Regulations	Ongoing
44.6.2 Enforce Nuisance Codes	Ongoing
44.6.3 Enforce SWMP	Ongoing
44.6.4 Enforce Illegal Dumping Regulations	Ongoing
44.6.5 New Ordinances	Not Implemented
44.6.6 Update Sanitary Code	Not Implemented
44.6.7 Comply with Local Regulations and Codes	Ongoing
44.6.8 Comply with Established Landfill Closure/Post-Closure Plans	Ongoing
44.6.9 Improve Interagency Coordination and Cooperation	Completed
44.6.10 Countywide Public Complaint Tracking Program	Ongoing
44.6.11 Technical Assistance Program	Ongoing
44.6.12 Education Program	Ongoing
44.6.13 Monitor and Track Solid Waste	Ongoing
44.6.14 Staffing and Training	Ongoing
Administration	
45.6.1 Interlocal Agreement	Completed
45.6.2 Interagency Coordination and Cooperation	Ongoing
45.6.3 Continue to Support SWAC	Ongoing
45.6.4 Stress Privatization	Ongoing

Appendix D Status of Previous Solid Waste Management Recommendations

Recommendations	Status
Finance	
46.6.1 Implement SWMP with State Funding	Ongoing
46.6.2 Grant Funding	Ongoing
46.6.3 Solid Waste Haulers Fees	Ongoing
46.6.4 Host Fee Funding	Ongoing
46.6.5 A & I Funding	Completed
46.6.6 GWRLF Permit Fee	Ongoing
46.6.7 Solid Waste Facility Permit Fee	Ongoing
46.6.8 Chelan-Douglas Health District Funding	Ongoing
46.6.9 Dedicated Reserve Account	Ongoing



Appendix E. Minimum Service Levels



BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Resolution C.E. 10 - 13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY
ADOPTING A *DOUGLAS COUNTY MINIMUM LEVELS OF SERVICE ORDINANCE*.

WHEREAS, the Board of County Commissioners of Douglas County recognize that it is required to define what minimum levels of service are to be provided to its residential, multi-family, commercial, industrial and institutional businesses as specified within RCW 70.95.092, and

WHEREAS, it is necessary for the Board of County Commissioners of Douglas County to establish minimum levels of service so that the Washington State Utilities and Transportation Commission will be able to utilize the service levels in establishing certified solid waste collection companies rates that are fair, just, reasonable and sufficient as required by Chapter 81.77 RCW, and

WHEREAS, by incorporating the *Douglas County Minimum Levels of Service Ordinance* into the adopted *Douglas County Comprehensive Solid Waste Management Plan*, Douglas County will be in compliance with RCW 70.95.092, and

WHEREAS, the Board of County Commissioners of Douglas County held a public hearing on August 24th, 2010 to discuss the establishment of minimum levels of service for residential, multi-family, commercial, industrial and institutional businesses within unincorporated Douglas County, and

WHEREAS, the Board of County Commissioners of Douglas County upon hearing comments for and against the proposed levels of service, approved the *Douglas County Minimum Levels of Service Ordinance*, now

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Douglas County hereby adopt the *Douglas County Minimum Levels of Service Ordinance*, attached hereto and by reference incorporate them into the adopted *Douglas County Comprehensive Solid Waste Management Plan* for the purpose of establishing minimum levels of service to be provided to its residential, multi-family, commercial, industrial and institutional businesses within unincorporated Douglas County and to be utilized by the Washington State Utilities and Transportation Commission in establishing certified solid waste collection companies rates that are fair, just, reasonable and sufficient as required by Chapter 81.77 RCW.

Adopted this 24 day of August, 2010 in regular session at the Douglas County Courthouse, located in Waterville, Washington.



ATTEST:

Dayna Prewitt,
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON.

Ken Stanton, Chair

Dale Snyder, Vice-Chair

Mary Hunt, Member

DOUGLAS COUNTY MINIMUM LEVELS OF SERVICE ORDINANCE

PART ONE: PURPOSE

The purpose of the *Douglas County Minimum Levels of Service Ordinance* is to establish minimum service levels to be provided to all unincorporated Douglas County residential, multifamily, commercial, industrial and institutional businesses as specified within RCW 70.95.092. The established *Douglas County Minimum Levels of Service Ordinance* is to be utilized by the Washington Utilities and Transportation Commission (WUTC) to assist in establishing certified solid waste collection company rates that are fair, just, reasonable and sufficient, as required in RCW Chapter 81.77. Nothing within the established *Douglas County Minimum Levels of Service Ordinance* is intended to conflict with the established regulations, rules, guidelines and orders of the WUTC. In the event of conflict between the established *Douglas County Minimum Levels of Service Ordinance* and RCW Chapter 81.77, the terms, conditions and requirements of RCW Chapter 81.77 shall govern.

PART TWO: DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply throughout the established *Douglas County Minimum Levels of Service Ordinance*:

"Certified Solid Waste Hauler" means any solid waste collection company which has obtained from the Washington Utilities and Transportation Commission (WUTC) a certificate authorizing solid waste collection within the State of Washington and which operates within Douglas County.

"Collection Container" means any portable device used for the collection, storage and/or transportation of designated recyclables, yard waste and solid waste including, but not limited to, reusable containers, disposable containers, and detachable containers.

"Collection Vehicle" means any solid waste refuse vehicle utilized by a Certified Solid Waste Hauler to collect, transport and dispose of MSW within Douglas County.

"Commercial Service" means solid waste collection service provided to a commercial customer or location, including, but not limited to; businesses, food establishments, professional establishments, retailers or wholesalers.

"Designated Recyclables" means those solid wastes that are separated for recycling or reuse, including, but not limited to; papers, metals, plastics and glass, that are identified as recyclable materials pursuant to the most current *Douglas County Comprehensive Solid Waste Management Plan*.

"Douglas County Comprehensive Solid Waste Management Plan" means the most currently adopted countywide solid waste management plan required by RCW Chapter 70.95.

"Douglas County Yard Waste Collection Area" means the unincorporated areas of Douglas County designated within the boundaries depicted on the *Douglas County Yard Waste Collection Area Map*, which is reviewed annually and may be redefined by the Douglas County Board of County Commissioners.

"Incorporated Area" means those geographical areas within Douglas County that have been incorporated as cities or towns as per Chapter 35.02 RCW.

"Industrial Service" means solid waste collection services provided to a manufacturing operation or location, including, but not limited to; manufacturers, processors, or warehouses.

"Institutional Service" means solid waste collection services provided to a public building or location, including, but not limited to; schools, hospitals, clinics, jails, or research institutions.

"Multifamily Service" means solid waste collection service provided to multifamily structures or locations, including, but not limited to; duplexes, apartments, mobile home courts, or condominiums.

"Public Information Program" means an informational guide that meets the requirements established by WAC 480-70-700.

"Recycling Collection Containers" means a container provided by a Certified Solid Waste Hauler to its customers to facilitate the collection of designated recyclables.

"Residential Service" means solid waste collection services provided to residential customers or locations, including, but not limited to, single-family and multifamily services.

"Solid Waste" means the same as defined under RCW 70.95.030. Except for the purpose of this *Douglas County Minimum Levels of Service Ordinance*, solid waste does not include designated recyclables and yard waste materials collected from residences and multi-family structures.

"Solid Waste Collection Containers" means a container provided by a Certified Solid Waste Hauler to its customers to facilitate the collection of solid waste.

"Unincorporated Area" means those geographical areas within Douglas County that are outside the established incorporated cities or towns limits.

"Voluntary Residential Recycling Program" means a voluntary residential and multi-family recycling program offered to unincorporated Douglas County customers which includes, at a minimum, bi-weekly collection of designated recycling materials.

"Voluntary Solid Waste Collection Services" means a voluntary residential, multifamily, commercial, industrial and institutional businesses solid waste collection service offered to unincorporated Douglas County customers which includes, at a minimum, weekly collection of solid waste collection containers.

“Voluntary Residential Yard Waste Program” means a voluntary residential yard waste collection program offered within the established Douglas County Yard Waste Collection Area which includes, at a minimum, bi-weekly collection of yard waste materials.

“Waste Reduction and Recycling Information Program” means a waste reduction and recycling informational guide that meets the requirements established by WAC 480-70-700.

“WUTC” means the Washington State Utilities and Transportation Commission.

“Yard Waste Collection Containers” means a container provided by a Certified Solid Waste Hauler to its customers to facilitate the collection of yard waste materials.

“Yard Waste Materials” means plant materials commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping or similar activities. Yard Waste Materials includes, but is not limited to; grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, and vegetable garden debris.

PART THREE: MINIMUM SERVICE LEVELS

The following minimum service levels are hereby established for all residential, multifamily, commercial, industrial and institutional businesses within the Unincorporated Areas of Douglas County.

3.01 PRECEDENCE OF WUTC PROVISIONS.

All provisions of RCW Chapter 81.77, as overseen by the WUTC, shall be in effect and must be met by the Certified Solid Waste Hauler prior to providing the minimum service levels identified in this Section.

3.02 WUTC RATE ADJUSTMENT.

It is recognized that each Certified Solid Waste Hauler operating within the Unincorporated Areas of Douglas County has obtained a certificate of authority issued by the WUTC and that rates are reviewed and approved by the WUTC. A Certified Solid Waste Hauler operating within its WUTC franchised area shall be entitled to request from the WUTC a rate adjustment to cover any identified, verifiable, additional costs of providing services caused by the establishment of these minimum service levels.

3.03 COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN.

The *Douglas County Minimum Levels of Service Ordinance* is consistent with the currently adopted *Douglas County Comprehensive Solid Waste Management Plan* which:

- Gives WUTC authority over the collection of source-separated recyclables within the unincorporated areas of Douglas County per RCW 36.58.040;
- Implements the adopted *Douglas County Minimum Levels of Service Ordinance* under WUTC Authority;

- Encourages voluntary solid waste collection throughout the unincorporated areas of Douglas County;
- Encourages voluntary residential and multi-family recycling collection throughout the unincorporated areas of Douglas County; and
- Encourages voluntary residential yard waste collection within the established Douglas County Yard Waste Collection Area.

3.04 VOLUNTARY SOLID WASTE COLLECTION SERVICES.

Each residential, multifamily, commercial, industrial and institutional business which resides within the Unincorporated Area of Douglas County shall be afforded an opportunity to voluntarily subscribe to solid waste collection services provided by a Certified Solid Waste Hauler.

3.05 COLLECTION VEHICLES.

Each Certified Solid Waste Hauler shall provide a sufficient number and type of Collection Vehicles to service the WUTC authorized area serviced by the Certified Solid Waste Hauler. Collection Vehicles shall be painted and numbered. Collection Vehicles shall display the Certified Solid Waste Hauler's name and vehicle number in letters that contrast sharply in color with the background on which the letters are placed and are readily legible, during daylight hours, from a distance of fifty feet while the Collection Vehicle is stationary. All Collection Vehicles shall be kept in a clean and sanitary condition.

3.06 COLLECTION ROUTES.

1. Improvement to Roads, Streets, Alleys. Douglas County shall have the right to construct, improve and maintain all roads, streets, alleys and rights-of-way, which may require a Certified Solid Waste Hauler to adjust its accustomed route or routes for collection. The Certified Solid Waste Hauler shall make every reasonable effort to collect all routes.

2. Weight Restrictions. Douglas County shall have the right to impose weight restrictions in order to maintain and protect its roads, streets, alleys and right-of-ways which may cause the Certified Solid Waste Hauler to run under-weight loads which in turn may cause the Certified Solid Waste Hauler to run multiple collection trips. All roads, streets, alleys and right-of-ways under weight restriction shall be properly marked by Douglas County.

3. Alternative Collection Routes. Douglas County reserves the right to direct a Certified Solid Waste Hauler to alter an accustomed route or collection time due to weather and road conditions. Douglas County shall advise the Certified Solid Waste Hauler of these conditions as soon as reasonably possible.

3.07 COLLECTION SCHEDULES.

1. Collection Scheduling. Each Certified Solid Waste Hauler shall use reasonable efforts at all times to keep all persons from whom it is collecting solid waste advised of the schedules for collection, both day and time of collection.

2. Improvement to Roads, Streets, Alleys. Changes to the collection schedules may be made by the Certified Solid Waste Hauler when required due to road improvements or other limiting factors.

3. Weight Restrictions. Changes to the collection schedules may be made by the Certified Solid Waste Hauler when required due to imposition of weight restrictions or other limiting factors.

4. Weather Restrictions. Changes to the collection schedules may be made by the Certified Solid Waste Hauler when required due to weather conditions or other limiting factors.

3.08 SOLID WASTE COLLECTION CONTAINERS.

Each residential, multifamily, commercial, industrial and institutional business who voluntarily subscribe to solid waste collection services provided by a Certified Solid Waste Hauler shall be provided with Solid Waste Collection Containers. Each customer shall be provided with an appropriate sized Solid Waste Collection Container by the Certified Solid Waste Hauler. All Solid Waste Collection Containers shall be of such design as can be served by the Certified Solid Waste Hauler's Collection Vehicle. All Solid Waste Collection Containers shall display the Certified Solid Waste Hauler's name and shall be marked with any necessary or appropriate safety warning. All Solid Waste Collection Containers shall be steamed-cleaned or pressure-washed prior to being placed for new service.

3.09 WASTE REDUCTION AND RECYCLING.

1. Public Information Program. Each Certified Solid Waste Hauler shall provide to each new applicant for service, and at least once a year to all current customers, within its WUTC franchised service area, a list, brochure, newsletter or similar document that describes:

- The rights and responsibilities of the solid waste customer;
- The steps which the Certified Solid Waste Hauler or the customer must take to discontinue service; and
- Applicable deposit policies and the procedures by which customers can pursue billing or service complaints and disputes.

2. Service Levels Information Program. Each Certified Solid Waste Hauler shall provide to each new applicant for service, and at least once a year to all current customers, within its WUTC franchised service area, a list, brochure, newsletter or similar document that describes:

- All service options and service levels available to its customers;
- All service options and service levels costs and charges;
- All waste reduction and recycling programs and service options available to its residential and multi-family customers; and
- All waste reduction and recycling programs and service options available to its commercial, industrial and institutional customers.

3. Voluntary Residential and Multi-Family Recycling Program. Each residential and multifamily residence within the Unincorporated Area of Douglas County shall be afforded an opportunity to voluntarily subscribe to recycling services provided by the Certified Solid Waste Hauler.

4. Recycling Collection Containers. Each customer shall be provided with an appropriate sized Recycling Collection Container by the Certified Solid Waste Hauler. All Recycling Collection Containers shall be of such design as can be served by the Certified Solid Waste Hauler's Collection Vehicle. All Recycling Collection Containers shall display the Certified Solid Waste Hauler's name and shall be marked with any necessary or appropriate safety warning. All Recycling Collection Containers shall be steamed-cleaned or pressure-washed prior to being placed for new service.

5. Voluntary Residential Yard Debris Collection Program. Each residential and multi-family residence within the established Douglas County Yard Waste Collection Area shall be afforded an opportunity to voluntarily subscribe to yard debris collection services provided by the Certified Solid Waste Hauler.

6. Yard Waste Collection Containers. Each customer within the established Douglas County Yard Waste Collection Area shall be provided with an appropriate sized Yard Waste Collection Container by the Certified Solid Waste Hauler. All Yard Waste Collection Containers shall be of such design as can be served by the Certified Solid Waste Hauler's Collection Vehicle. All Yard Waste Collection Containers shall display the Certified Solid Waste Hauler's name and shall be marked with any necessary or appropriate safety warning. All Yard Waste Collection Containers shall be steamed-cleaned or pressure-washed prior to being placed for new service.

3.10 INSPECTIONS AND REPORTING.

1. Load Inspections. Douglas County shall have the right to conduct periodic, random inspections of all Collection Vehicles and contents to identify the designated recyclables, yard waste materials and solid waste being collected, transported, recycled, reused, and disposed of within Douglas County.

2. Availability of Public Records. Each Certified Solid Waste Hauler shall maintain full and complete records and accounts of all its customers and charges. Douglas County shall have access to all publicly available records and accounts applicable to the provision of service to its residential, multifamily, commercial, industrial and institutional customers and may examine and copy all such records and accounts at a reasonable time and place. Each Certified Solid Waste Hauler agrees to furnish to Douglas County, upon written request, copies of all reports made to the WUTC, the Washington State Department of Ecology, the Washington State Department of Revenue and the Chelan-Douglas Health District.

3. Data Collection and Evaluation Program. In order for Douglas County to implement a data collection and evaluation program to track, monitor and report on the effectiveness of the waste reduction and recycling programs as required within the adopted *Douglas County Comprehensive Solid Waste Management Plan* each Certified Solid Waste Hauler shall furnish such reasonably available information as may be requested by Douglas County.

4. Annual Reporting. Each Certified Solid Waste Hauler within Douglas County shall provide an annual report to the Douglas County Board of Commissioners by April 1 of each year, reporting the following solid waste, designated recyclables and yard waste collected during the preceding calendar year in tons (pounds):

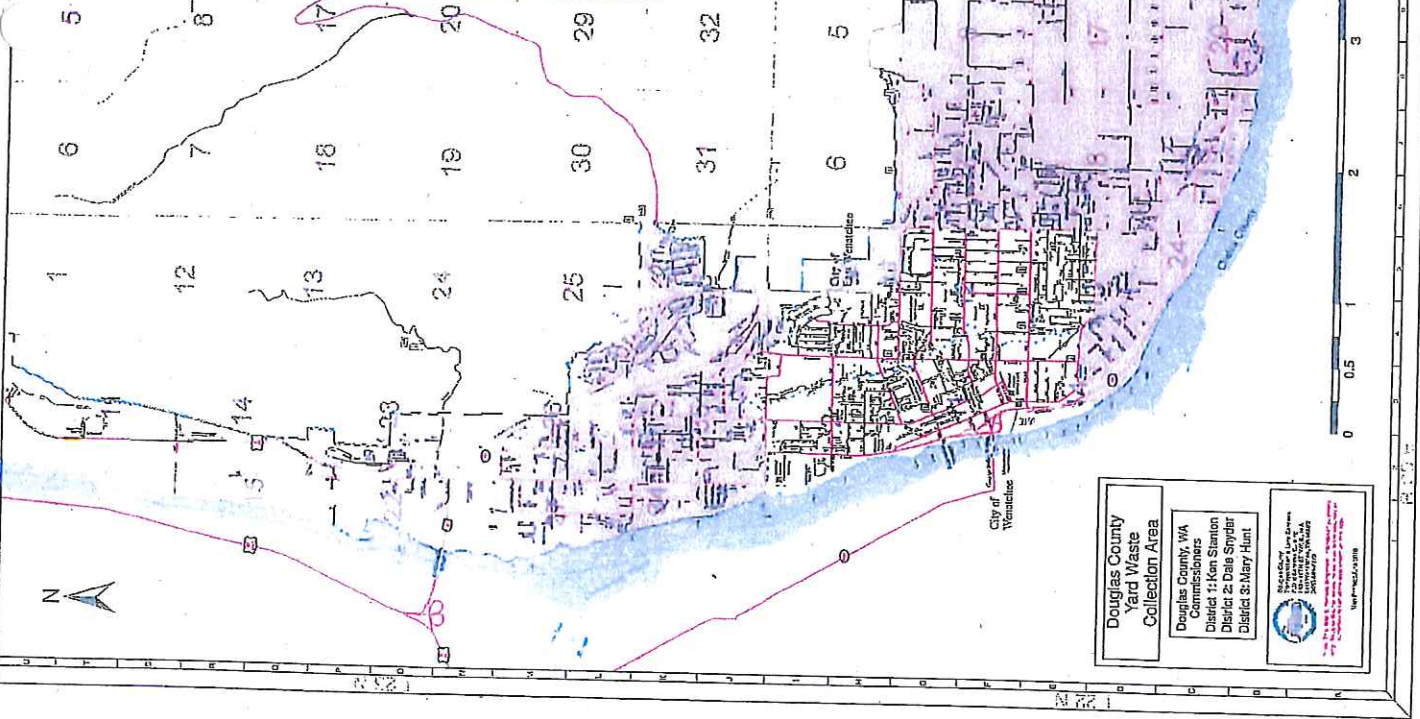
- Residential waste collected;
- Multifamily waste collected;
- Commercial waste collected;
- Institutional waste collected;
- Industrial waste collected;
- Designated recyclables collected, and
- Yard waste materials collected.

Additionally, each annual report shall include the following information:

- Name of the Certified Solid Waste Hauler;
- Address of the Certified Solid Waste Hauler;
- Business phone number of the Certified Solid Waste Hauler;
- WUTC certificate of public convenience and necessity number;
- Number of residential customers served (by accounts);
- Number of multifamily customers served (by accounts);
- Number of commercial customers served (by accounts);
- Number of institutional customers served (by accounts);
- Number of industrial customers served (by accounts); and
- Number of complaints received.

Greater East Wenatchee & Rock Island Road Index

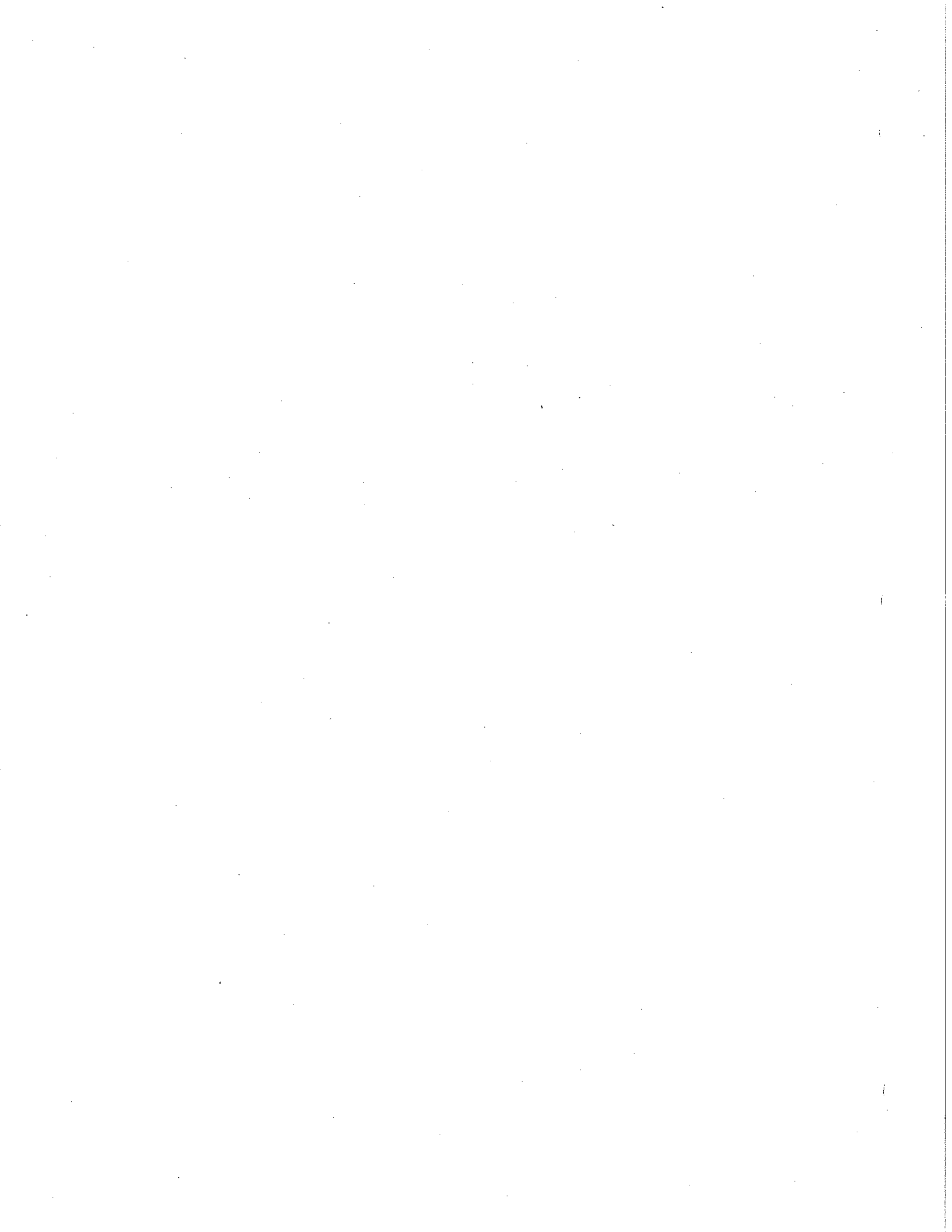
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**Douglas County
Yard Waste
Collection Area**

Douglas County, WA
Commissioners
District 1: Ken Stanton
District 2: Dale Snyder
District 3: Mary Hunt

Prepared by: Douglas County, WA
Date: 10/15/2018



BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Resolution C.E. 10 62

In the matter of rescinding)
Resolution C.E. 04-07)

RESOLUTION OF RESCISSION

WHEREAS, the Board of County Commissioners of Douglas County adopted Minimum Levels of Service for residential and nonresidential solid waste generators on January 21st, 2004 by Resolution C.E. 04-07, and

WHEREAS, it has been recommended by the Douglas County Solid Waste Advisory Committee (SWAC) that Resolution C.E. 04-07 be rescinded, and replaced with the *Douglas County Minimum Levels of Service Ordinance*, and

WHEREAS, the Douglas County Solid Waste Advisory Committee (SWAC) has recommended that the Board of County Commissioners of Douglas County establish a Douglas County Yard Waste Collection Area as part of the *Douglas County Minimum Levels of Service Ordinance*, and

WHEREAS, the Douglas County Yard Waste Collection Area will depict a designated boundary in which residents residing within the collection area will be afforded an opportunity to subscribe to residential yard waste collection, and

WHEREAS, the Douglas County Solid Waste Advisory Committee (SWAC) has recommended that the Douglas County Yard Waste Collection Area designated boundary be reviewed annually by the Board of County Commissioners of Douglas County and adjusted if economically and operationally feasible, now.

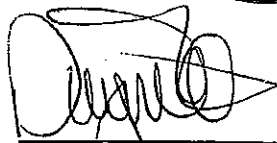
THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Douglas County hereby rescind the Minimum Levels of Service for residential and nonresidential solid waste generators adopted on January 21st, 2004 by Resolution C.E. 04-07.

Adopted this 24 day of August, 2010 in regular session at the Douglas County Courthouse, located in Waterville, Washington.

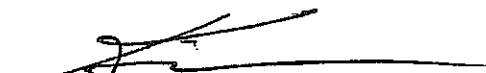
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON.



ATTEST:




Dayna Prewitt,
Clerk of the Board



Ken Stanton, Chair



Dale Snyder, Vice-Chair



Mary Hunt, Member

RESOLUTION: 07-03

**A RESOLUTION OF THE CITY OF BRIDGEPORT, WASHINGTON ESTABLISHING
MINIMUM SERVICE LEVELS FOR RESIDENTIAL AND NONRESIDENTIAL WASTE
GENERATORS WITHIN THE INCORPORATED CITY LIMITS OF BRIDGEPORT.**

WHEREAS, the Bridgeport City Council recognizes that is required to define what minimum levels of service are to be provided to its residential and nonresidential waste generators as specified within RCW 70.95.092, and

WHEREAS, it is necessary for the Bridgeport City Council to establish minimum service levels in order to conform to the adopted *Douglas County Comprehensive Solid Waste Management Plan*, and

WHEREAS, it is necessary for the Bridgeport City Council to establish minimum levels of service so that the City will be able to utilize the service levels as a request for bid specification for certified solid waste collection companies, and

WHEREAS, the Bridgeport City Council held a public ^{Meeting} ~~hearing~~ on Feb. 28, 2007 to discuss the establishment of minimum levels of service, and

WHEREAS, the Bridgeport City Council upon hearing comments for or against the proposed levels of service, approved the proposed minimum service levels, now

THEREFORE BE IT RESOLVED, that the Bridgeport City Council hereby establishes the *Bridgeport Minimum Service Levels*, attached hereto and by reference incorporated them within the adopted *Douglas County Comprehensive Solid Waste Management Plan* for the purpose of establishing minimum service levels to be provided to its residential and nonresidential waste generators, and to be utilized by the City in establishing certified solid waste collection companies rates that are fair, just, reasonable and sufficient.

RESOLVED this 28 day of February, 2007 in regular session at the City Hall, Bridgeport, Washington.

CITY OF BRIDGEPORT



Steven D. Jenkins, Mayor

ATTEST:



Lisa Pettingell, Finance Director

**BRIDGEPORT MINIMUM SERVICE LEVELS
FOR SERVICES TO BE PROVIDED TO
RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE GENERATORS**

PART ONE: PURPOSE

The purpose of this Policy is to establish minimum service levels to be provided to all incorporated Bridgeport residential and non-residential waste generators, as specified within RCW 70.95.092. The established *Bridgeport Minimum Service Levels* are to be utilized by the City of Bridgeport to assist in establishing certified solid waste collection companies services that are fair, just, reasonable and sufficient.

**PART TWO: COMPLIANCE WITH THE DOUGLAS COUNTY COMPREHENSIVE
SOLID WASTE MANAGEMENT PLAN**

2.01 Minimum Service Levels. In order to assure all municipal customers within the Regional Planning Area the same or comparable levels of service the City of Bridgeport shall develop, adopt and contractually implement the following Minimum Service Levels as set forth in Part Four below.

2.02 Coordination of Requests for Proposals. The City of Bridgeport shall use best efforts to coordinate concurrent issuance, terms and conditions of its *Comprehensive Solid Waste & Recycling Collection and Disposal Request for Proposals* with the other Regional Planning Area municipal jurisdictions of: the City of East Wenatchee; the City of Rock Island; the Town of Mansfield; and the Town of Waterville.

2.03. Coordination of Contracts. The City of Bridgeport shall use best efforts to coordinate concurrent timing, commencement and expiration of its *Comprehensive Solid Waste & Recycling Collection and Disposal Agreement* with the other Regional Planning Area municipal jurisdictions of: the City of East Wenatchee; the City of Rock Island; the Town of Mansfield; and the Town of Waterville.

2.04. Exclusive Contract. All Municipal Solid Waste collection within the City of Bridgeport shall be an exclusive right. In the event an area is annexed into the City of Bridgeport, then the Contracted Collection Company shall provide the Minimum Service Levels to the annexed area. The City of Bridgeport shall strictly enforce any third party attempt to infringe on the Contracted Collection Company's exclusive right.

2.05. Mandatory Collection. Residential and non-residential Municipal Solid Waste collection service shall be mandatory upon all citizens and businesses within the City of Bridgeport.

2.06. Variable Rate Structure. The Contracted Collection Company shall provide a variable rate to all residential service customers within the City of Bridgeport.

PART THREE: DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply throughout the established *Bridgeport Minimum Service Levels*:

"Collection Containers" means any appropriate sized collection container which meets the requirements of a collection company and shall be of such design as can be served by the collection company's collection equipment.

"Collection Equipment" means an all metal, sealed, completely enclosed packer and/or container unit that is designed and manufactured for the purpose of providing residential and commercial service.

"Collection Vehicle" means any WUTC approved solid waste collection vehicle utilized by a collection company to collect, transport and dispose of MSW within the City of Bridgeport.

"Community Recycling Program" means a community based recycling program utilizing either community recycling stations or community recycling centers to collect designated recyclables for the convenience of the participating jurisdictions citizens.

"Community Recycling Stations" means the portable metal recycling containers provided by a collection company to facilitate a community recycling program.

"Contracted Collection Company" means a collection company providing Municipal Solid Waste collection service under contract within the incorporated areas of City of Bridgeport.

"Designated Recyclables" means Municipal Solid Waste that has been separated for recycling or reuse and that has been identified as having a market value that makes its collection economically viable.

"Douglas County Comprehensive Solid Waste Management Plan" means the adopted countywide solid waste management plan required by RCW Chapter 70.95.

"Incorporated Area" means those geographical areas within Douglas County's Urban Growth Areas that have been incorporated as cities or towns.

"Intermediate Solid Waste Handling Facility" means any intermediate use or processing site engaged in solid waste handling which is not the final site of disposal. This includes material recovery facilities, transfer stations, drop boxes, baling and compaction sites.

"Municipal Solid Waste" means a subset of solid waste which includes unsegregated garbage, refuse and similar solid waste material discarded from residential, commercial, institutional and industrial sources and community activities, including residue after recyclables have been separated. Solid waste that has been segregated by source and characteristic may qualify for management as a non-MSW solid waste at a facility designed and operated to address the waste's characteristics and potential environmental impacts. The term MSW does not include:

- Dangerous Wastes, other than wastes excluded from the requirements of WAC Chapter 173.303, Dangerous Waste regulations, in WAC 173.303.071, such as household hazardous wastes;
- Any solid waste, including contaminated soil and debris, resulting from response action taken under Section 104 or 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601), RCW Chapter 70.105D, Hazardous Waste Cleanup – Model Toxic Control Act, WAC Chapter 173.340, the Model Toxic Control Act, and cleanup, regulation or a remedial action taken under those rules; nor
- Mixed or segregated recyclable material that has been source-separated from garbage, refuse and similar solid waste. The residual from source-separated recyclables is MSW.

"Solid Waste" means the same as defined under RCW 70.95.030, as it now exists or as hereafter amended, except for the purpose of this Policy solid waste does not include designated recyclables.

"Variable Rate" means a rate system under which residential MSW customers pay for collection and disposal service per unit of waste collected rather than through a fixed volume fee.

"WUTC" means the Washington Utilities and Transportation Commission.

PART FOUR: MINIMUM SERVICE LEVELS

The following *Minimum Service Levels* are hereby established for both residential and non-residential solid waste generators within the Incorporated Areas of the City of Bridgeport.

4.01 COMPANY SERVICES

1. City Representative. The Contracted Collection Company agrees that all communications, both, written or verbal, formal or informal, concerning the provision of service to the City of Bridgeport shall be through the Mayor or his/her authorized representative.

2. Independent Contractor. It is understood and agreed to by the Contracted Collection Company that the relationship between the Contracted Collection Company and the City of Bridgeport is that of an independent contractor. No employee, agent or subcontractor of the Contracted Collection Company shall be deemed to be an employee, agent or subcontractor of the City of Bridgeport. None of the benefits provided by the City of Bridgeport to its employees are available to the employees, agents or subcontractors of the Contracted Collection Company. It is understood by the Contracted Collection Company that it is an independent contractor in the performance of each and every part of these *Minimum Service Levels*, and is solely and personally liable for all labor and expenses in connection therewith, including any company employee benefits and company employee taxes.

3. Worker's Compensation. The Contracted Collection Company shall maintain Worker's Compensation Insurance for all company employees who will be performing services for Contracted Collection Company. In the event that any of the services to be performed by the Contracted Collection Company are performed by subcontractors of the Contracted Collection Company, the Contracted Collection Company shall require the subcontractors similarly to provide Worker's Compensation Insurance unless the subcontractor's employees are covered by the Contracted Collection Company's policy.

4. Indemnification. The Contracted Collection Company shall indemnify, defend and hold harmless the City of Bridgeport from and against any and all liabilities, penalties, fines, forfeitures, demands, causes of action, suits, and cost and expenses incidental thereto, which the City of Bridgeport may hereafter suffer, incur, be responsible for or pay out as a result of violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency arising out of the use of any Intermediate Solid Waste Handling Facility or equipment owned and operated by the Contracted Collection Company.

4.02 DEFAULT AND LIABILITIES

1. Laws, Licenses and Taxes. The Contracted Collection Company shall comply will all applicable Federal, State, Local laws, regulations and ordinances pertaining to the collection, handling, transporting, disposing and monitoring of all Municipal Solid Waste. The Contracted Collection Company shall maintain continuously a *Certificate of Public Convenience and Necessity* issued by the WUTC.

2. Default. If the Contracted Collection Company shall fail to fully and promptly comply with any of the provisions contained within the *City of Bridgeport Comprehensive Solid Waste and Recycling Collection and Disposal Agreement* or shall fail to give reason satisfactory to the City of Bridgeport for noncompliance, the City of Bridgeport may then declare the Contracted Collection Company to be in default and notify the Contracted Collection Company of such default and shall provide the Contracted Collection Company with thirty (30) calendar days to secure such default and failing such action by the Contracted Collection Company, the City of Bridgeport may after said thirty (30) calendar day period provide written notice termination of the *City of Bridgeport Comprehensive Solid Waste and Recycling Collection and Disposal Agreement* and its surety on its performance bond. Upon receipt of any such written notice, the Contracted Collection Company agrees that it will promptly discontinue the work, whereupon the surety may, at its option, to be exercised within ten (10) calendar days from such written notice, assume the work which the City of Bridgeport has ordered discontinued and proceed to perform the same, at its sole cost and expense, in compliance with the terms and conditions of the *City of Bridgeport Comprehensive Solid Waste and Recycling Collection and Disposal Agreement*, and all documents incorporated within. Pending consideration by the surety of said option to assume the work, the City of Bridgeport may take possession of all the Contracted Collection Company's collection vehicles, containers, equipment and employ such force as it may deem advisable to continue the work; and the cost of all labor and materials necessary for such work shall be paid by the City of Bridgeport out of the moneys due or to become due the Contracted Collection Company, if any, or otherwise charge same to the Contracted Collection Company in full.

In the event the surety fails to exercise its option within the ten (10) calendar day period, the City of Bridgeport may complete the work or any part thereof, either by day labor, or by reletting the same, and the City of Bridgeport shall have the right to take possession of and use any of the collection vehicles, containers, equipment and facilities necessary for the completion of the same, and to charge same to the Contracted Collection Company and/or its surety, together with all reasonable costs incidental thereto. The City of Bridgeport shall be entitled to recover from the Contracted Collection Company and its surety as damages all expenses incurred, including reasonable attorney and legal fees, together with such additional sums as may be necessary to complete the work, together with any further damages sustained or to be sustained by the City of Bridgeport.

3. Performance Bond. The Contracted Collection Company shall furnish to the City of Bridgeport a performance bond to be approved by the City's legal counsel. This performance bond shall be signed by a surety company or surety and shall be in a minimum amount of five hundred thousand dollars (\$500,000). Such performance bond shall be for individual twelve (12) month periods, but shall at all times be renewed or replaced on or before expiration and kept in full force and effect.

4. Liability Insurance. The Contracted Collection Company shall provide and maintain in full force and effect a policy of public liability insurance and vehicle coverage, providing for limits of not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total of not less than five million dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; property damage, liability insurance providing for a limit of not less than two million dollars (\$2,000,000) for all damages arising out of injury or destruction of property.

The City of Bridgeport shall be named as an additional insured under all policies. All policies shall provide for thirty (30) calendar days notice to the City of Bridgeport of any change, cancellation or lapse of such insurance coverage.

The Contracted Collection Company shall hold harmless and indemnify the City of Bridgeport from any and all loss, damage, claims, suits, judgments or recoveries which may be asserted, made or may arise or be had, brought or recovered against the City of Bridgeport arising and/or alleged to arise out of any claim or allegations alleging anti-trust violations and/or any negligent acts or negligent omissions of the Contracted Collection Company, its employee, agents or subcontractors; and that the Contracted Collection Company shall immediately appear and defend the same at its own cost and expense, provided that nothing shall be construed as indemnification for the negligence of the City of Bridgeport, its employees or agents.

5. Liquidated Damages. The Contracted Collection Company acknowledges that any breach of these *Minimum Service Levels* could cause substantial damage to the City of Bridgeport and its residential and non-residential solid waste generators and that the nature of breach could render it impractical or extremely difficult to fix the actual damage sustained by the City of Bridgeport by such breach. In the event of a breach of these *Minimum Service Levels* the Contracted Collection Company recognizes that the City of Bridgeport shall, in addition to any other remedy the City of Bridgeport may pursue, elect to collect liquidated damages for each breach of these *Minimum Service Levels* as agreed upon by the City of Bridgeport and the Contracted Collection Company. An election to seek such remedies shall not be construed as a waiver of any legal remedies available to the City of Bridgeport for present or future breaches in service.

6. Venue. The venue for any action of law, suit in equity or judicial proceeding for the enforcement of these *Minimum Service Levels* shall be instituted and maintained only in the courts of competent jurisdictions in Douglas County, Washington.

4.03 OWNERSHIP

1. Ownership of Collection Vehicles, Containers and Equipment. All collection vehicles, containers and equipment shall be owned by the Contracted Collection Company; provided, however that leasing or rental agreements may be allowed, when approved by the City of Bridgeport prior to their execution. All such leasing or rental agreements shall provide that in the event of default by the Contracted Collection Company or of such lease or rental agreement, the City of Bridgeport may at its option have the right to take possession of such collection vehicles, containers and equipment covered by such leasing and rental agreements. Any conditional sales contract or other contractual arrangement for financing the purchase of such collection vehicles, containers or equipment shall provide that, in the event of default by the Contracted Collection Company, the City of Bridgeport may at its option have the right to take possession of such collection vehicles, containers and equipment covered by such agreements.

4.04 FEES AND RATES

1. City Fees. The City of Bridgeport agrees not to charge to the Contracted Collection Company any license fee, tax, assessment or other charge in respect to the provision of service to the City of Bridgeport, including the fee(s) set forth below, except a business license, without authorizing a commensurate increase in the compensation to be paid to the Contracted Collection Company.

2. Collection License Fee. The Contracted Collection Company shall pay to the City of Bridgeport a utility tax in accordance with the City's Municipal Code, as it now exists or as hereafter enacted or amended. The Contracted Collection Company shall pay this fee to the City of Bridgeport each calendar quarter. Each payment shall be made no later than thirty (30) calendar days after the preceding calendar quarter. Any quarterly fee not paid by the Contracted Collection Company within the thirty (30) calendar days at the end of the calendar quarter shall bear interest at the rate of twelve percent (12%) from the date due until paid. The City of Bridgeport reserves the right to adjust the fee or utility tax authorization at any time.

3. Customer Billing. The City of Bridgeport shall perform all billing and collection activities under these *Minimum Service Levels*. Payment by the City of Bridgeport to the Contracted Collection Company shall be according to the City's established billing procedures.

4. Modification of Rates. Any rate increase, request by the Contracted Collection Company, shall be made in writing to the City of Bridgeport no later than September 1st of each year that a modification is requested. No periodic increase in rates and charges to be paid the Contracted Collection Company shall be effective until reviewed and approved by the City Council. All periodic increases in rates and charges shall become effective January 1st of each year following receipt by the City of Bridgeport of a verified City Council approved rate or charge increase.

4.05 CUSTOMER SERVICES

1. Company Name. The Contracted Collection Company shall not use a company name containing the words "Bridgeport" or "City" or any other words or phrases implying ownership by or affiliation with the City of Bridgeport.

2. Maintenance of Office. The Contracted Collection Company shall be required to maintain an office with sufficient employees to provide customer service, receive complaints, orders for service, and instructions from customers. The office shall be open between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except legal holidays. A telephone answering service or message recording system shall be available twenty-four (24) hours per day, seven days per week. The office shall maintain sufficient telephone numbers having a telephone number exchange which may be called from any location within Douglas County without a toll or other long distance charges. Two-way radio communications between the office and all collection vehicles shall be maintained at all times collection activities are conducted.

3. Standard of Work. Officers, employees, agents and subcontractors of the Contracted Collection Company shall perform all work and services in a skillful and competent manner in accordance with solid waste handling and disposal performance standards in the State of Washington.

4. Residential Collection. All residential collection containers shall be picked up at the curb or alley property lines. All multifamily collection containers are to be picked up at collection locations approved by the City of Bridgeport.

5. Non-Residential Collection. All non-residential collection containers shall be picked up at collection locations approved by the City of Bridgeport.

6. Method of Disposal. All Municipal Solid Waste shall be delivered to a permitted Intermediate Solid Waste Handling Facility or directly to the Greater Wenatchee Regional Landfill and Recycling Facility. The Contracted Collection Company shall keep the City of Bridgeport advised of the permitted Intermediate Solid Waste Handling Facility(s) used.

7. Parking of Vehicles. The Contracted Collection Company shall not use property in or adjacent to property that is zoned as residential or adjacent to an Intermediate Solid Waste Handling Facility for the parking, standing, washing, cleaning or storing of collection vehicles or equipment without the approval of the City of Bridgeport. Areas used by the Contracted Collection Company for the storing, parking or repair of collection vehicles or equipment shall be kept in a clean and orderly condition.

4.06 COLLECTION EQUIPMENT

1. Collection Equipment. Compactor and container units shall be all metal, sealed, completely enclosed, designed and manufactured for the collection of Municipal Solid Waste, and capable of servicing both residential and non-residential customers. The number and type of collection equipment shall be sufficient for the collection of all Municipal Solid Waste within the area serviced by the Contracted Collection Company.

2. Collection Containers.

A. Provided by Company. Each customer shall be provided with an appropriate sized collection container by the Contracted Collection Company. The Contracted Collection Company may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require. All collection containers shall be of such design as can be served by the Contracted Collection Company's collection equipment. All collection containers shall display the Contracted Collection Company's name and shall be marked with any necessary or appropriate safety warning as may be required or recommended by an appropriate regulatory agency. All collection containers shall be steamed-cleaned or pressure-washed prior to being placed for new service and whenever necessary.

B. Provided by Customer. Alternate collection containers may be approved by the Contracted Collection Company and will be provided by the customer at customers' sole expense.

3. Collection Vehicles. The Contracted Collection Company shall only use collection vehicles that are designated and manufactured for the collection of Municipal Solid Waste and are capable of servicing both residential and non-residential customers. The number and type of collection vehicles used shall be sufficient for the collection of all Municipal Solid Waste within the area serviced by the Contracted Collection Company. Collection vehicles shall be painted and numbered. Collection vehicles shall display the Contracted Collection Company's name and vehicle number in letters of a contrasting color at least three (3) inches high, on each side of the vehicle. No advertising on collection vehicles shall be permitted, other than the name of the Contracted Collection Company. All collection vehicles shall be kept in a clean and sanitary condition and shall be steamed-cleaned or pressure-washed inside and outside, at least once each week.

4.07 COLLECTION ACTIVITY AND ROUTES

1. Collection Activity - Generally. The Contracted Collection Company employees collecting Municipal Solid Waste shall use public rights-of-way whenever possible. Company employees shall replace all collection containers and covers. While on private property, company employees shall use driveways and walkways, shall close all gates opened to access collection containers, and shall return to the public right-of-way to avoid crossing private property to service adjoining customers. Company employees shall wear clean, presentable clothing. Company employees shall respect the private property rights and privacy rights of all customers. Company employees shall conduct collection activities courteously and as quietly as reasonably possible, avoiding loud conversation or profane language.

2. Loading and Transportation. Care shall be taken when collecting, loading and transporting Municipal Solid Waste. Municipal Solid Waste shall not be allowed to escape or spill during collection or from collection vehicles or equipment.

3. Cleaning. The Contracted Collection Company shall retrieve all escaped or spilled Municipal Solid Waste from private and public property, including roads, streets and alleys, and clean the affected area within eight (8) hours after receiving notice of escaped or spilled Municipal Solid Waste. If the Contracted Collection Company fails to retrieve and clean within eight (8) hours after notice, the City of Bridgeport may proceed with retrieval and clean-up and charge all costs to the Contracted Collection Company.

4. Alternative Collection Routes. The City of Bridgeport reserves the right to direct the Contracted Collection Company to alter an accustomed route or collection time due to weather and road conditions. The City of Bridgeport shall advise the Contracted Collection Company of these conditions as soon as reasonably possible.

5. Improvement to Roads, Streets, Alleys. The City of Bridgeport shall have the right to construct, improve and maintain all roads, streets, alleys and rights-of-way, which may require the Contracted Collection Company to adjust its accustomed route or routes for collection. The Contracted Collection Company shall make every reasonable effort to collect all routes.

4.08 COLLECTION SCHEDULES

1. Collection Scheduling. The Contracted Collection Company shall use reasonable efforts at all times to keep all persons from whom it is collecting Municipal Solid Waste advised of the schedules for collection, both day and time of collection, and shall further use reasonable efforts to maintain actual collection in accordance with written schedules.

2. Required Schedules. All collections shall be made during the following days and times. Changes to the required schedules may be made by the Contracted Collection Company when required due to imposition of weight restrictions or other limiting factors.

A. Residential Customers. Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday.

B. Multifamily Customers. Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday.

C. Commercial Customers. Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday.

D. Industrial Customers. Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday.

The Contracted Collection Company does not warrant collection at any particular hour, other than to meet the requirements of this paragraph.

Any request by the Contracted Collection Company for a temporary change in the above required schedules must be made in writing to the City of Bridgeport and approved by the City of Bridgeport prior to the requested temporary change.

Where special circumstances or complaints received by the City of Bridgeport indicate the necessity or desirability of an adjustment of collection days and/or hours, the City of Bridgeport shall have the right to make adjustments to the above written schedule. The Contracted Collection Company shall have the right to ask for a rate adjustment justified by additional cost caused by such change.

3. Holidays. The Contracted Collection Company may observe the following days as holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. Affected customers shall be notified in advance of the alternative day on which their Municipal Solid Waste shall be collected.

4. Limitations on Service.

A. Animals. The Contracted Collection Company shall not be required to enter private property to pick up Municipal Solid Waste while an animal considered or feared to be vicious is loose. It is the responsibility of the customer to confine or physically restrain such animal on scheduled collection days.

B. Private Out Buildings. The Contracted Collection Company shall not be required to enter private garages, sheds or buildings to provide services.

C. Left Articles. The Contracted Collection Company assumes no responsibility for articles left on or near collection containers, other than the duty of reasonable care.

5. Missed Collection - Special Collection - Service Credit.

A. Missed Collection. A service credit is required for missed collection if the missed service is not provided the next business day.

B. Special Collection. The Contracted Collection Company shall provide special collection when Municipal Solid Waste has not been collected as regularly scheduled. Normal inclement weather, such as rain, sleet, snow and ice is not justification for missed collection. Special collection shall not be required if missed collection is caused by circumstances beyond the control of the Contracted Collection Company, such as acts of God, strikes, riots, insurrection, war or civil disobedience, and such other circumstances as the City of Bridgeport and the Contracted Collection Company may agree upon.

C. Service Credit. A service credit is not required for missed collection due to limitations on service as provided in paragraph 4.08(4).

6. Residential Service Suspension. A residential service customer may suspend service and collection charges during vacations, not to exceed 60 days, by providing notice to the Contracted Collection Company at least 24 hours prior to the next scheduled collection. Residential service may only be suspended prospectively.

4.09 WASTE REDUCTION AND RECYCLING

1. Collection, Disposal and Recycling Developments and Innovations. The Contracted Collection Company shall keep informed of developments and innovations in collection, disposal and recycling of Municipal Solid Waste. The Contracted Collection Company shall advise the City of Bridgeport regarding such developments and innovations, and shall cooperate to implement improvements.

2. Planning Assistance. The Contracted Collection Company shall, upon request and without cost, make available technical, engineering and planning assistance to the City of Bridgeport for design, planning and location of on-site solid waste handling facilities serving new construction or major remodeling projects.

3. Public Outreach Program. The Contracted Collection Company shall, with the assistance of the City of Bridgeport, develop and implement a public outreach program for the citizens of Bridgeport. The Contracted Collection Company shall provide to each new applicant for service, and at least once a year to all current customers, a list, brochure, newsletter or similar document that describes:

- All service levels and service options (add-ons) available to the customer;
- All service levels and service options (add-ons) rates;
- Methods and programs available to recycle and reduce solid waste; and
- Available local commercial recycling programs.

4. Waste Reduction and Recycling Education Program. The Contracted Collection Company shall, with the assistance of the City of Bridgeport, develop and implement an annual waste reduction and recycling education and promotion program for the citizens of Bridgeport.

5. Voluntary Residential Yard Debris Collection Program. The Contracted Collection Company shall, with the assistance of the City of Bridgeport, develop and implement a voluntary residential yard debris collection program. This program shall offer each citizen of Bridgeport an opportunity to voluntarily subscribe to yard debris collection as a service option (add-on).

6. Special Collections. The Contracted Collection Company shall collect all Municipal Solid Waste from all the City's municipal buildings and facilities used exclusively for governmental purposes, from all public street waste receptacles, from all parks and marinas, and from all agreed upon municipal festivals or special events, without charge to the City of Bridgeport.

7. Community Residential Clean-Up Events. The Contracted Collection Company shall work cooperatively with the City of Bridgeport to implement community residential clean-up events. All costs associated with the implementation, maintenance and servicing of the community residential clean-up events shall be paid by the Contracted Collection Company and shall be included in the collection company's rate structure. The Contracted Collection Company shall provide at least two community residential clean-up events, one in the spring and one in the fall. The solid waste collected shall be restricted to residential Municipal Solid Waste only. No non-residential Municipal Solid Waste shall be collected or accepted.

9. Community Recycling Program. The City of Bridgeport has established a community recycling program specific to the needs of its citizens and businesses. The City of Bridgeport has the right to continue, amend and/or modify its community recycling program. The City of Bridgeport has the right to divert designated recyclables from the Municipal Solid Waste stream pursuant to the City's community recycling program. All diverted Municipal Solid Waste and all revenue from the sale of diverted Municipal Solid Waste shall be the property of the City of Bridgeport. The City of Bridgeport may, in its sole discretion, enter into a separate agreement with the Contracted Collection Company or any third party to operate the City's community recycling program.

4.10 INSPECTIONS AND REPORTING

1. Load Inspections. The City of Bridgeport shall have the right to conduct periodic, random inspections of collection vehicles and contents to identify Municipal Solid Waste being collected, transported and disposed of by its residential, commercial and industrial customers.

2. Right of Inspection. The Contracted Collection Company shall maintain full and complete records and accounts of all the customers and charges. The City of Bridgeport shall have access to all records and accounts applicable to the provision of service to its citizens and businesses and may examine and copy all such records and accounts at a reasonable time and place. The Contracted Collection Company agrees to furnish to the City of Bridgeport, upon request, copies of all reports made to the Washington State Department of Revenue.

3. Data Collection and Evaluation Program. The City of Bridgeport shall implement a data collection and evaluation program to track, monitor and report on the effectiveness of the waste reduction and recycling program as required within the adopted *Douglas County Comprehensive Solid Waste Management Plan*. The Contracted Collection Company shall furnish such information as may be requested by the City of Bridgeport.

4. Annual Reporting. The Contracted Collection Company within the City of Bridgeport shall provide an annual report to the City of Bridgeport by April 1st of each year, reporting totals, in pounds, for the following solid waste collected during the preceding calendar year:

- Residential waste collected in pounds;
- Multifamily waste collected in pounds;
- Commercial waste collected in pounds (by material type);
- Industrial waste collected in pounds (by material type);
- Construction/Demolition waste collected in pounds;
- Yard waste collected in pounds;
- Food Processing waste collected in pounds;
- Landclearing debris collected in pounds;
- Inert waste collected in pounds;
- Wood waste collected in pounds;
- Ash debris collected in pounds;
- Dredged materials collected in pounds;
- Sewage sludge collected in pounds;
- Asbestos wastes collected in pounds;
- Petroleum contaminated soils collected in pounds;
- Other contaminated soils collected in pounds;
- Tires collected in pounds;
- Treated medical wastes collected in pounds;
- Special wastes collected in pounds; and
- Designated recyclables collected in pounds.

Additionally, each annual report shall include the following information:

- Name of the Contracted Collection Company;
- Address of the Contracted Collection Company;
- Business phone number of the Contracted Collection Company;
- WUTC certificate of public convenience and necessity number;
- Number of residential customers served;
- Number of multifamily customers served;
- Number of commercial customers served;
- Number of institutional customers served;
- Number of industrial customers served; and
- Number of complaints received.

4.11 FEES AND COSTS

1. Disabled, Elderly and Low Income Service Assistance. The Contracted Collection Company shall provide residential service at a reduced rate to qualified disabled, elderly and low income residents.

2. Disposal Fee Increases. If Federal, State or Local laws or regulations require a change in operation at the Greater Wenatchee Regional Landfill and Recycling Facility or at a permitted Intermediate Solid Waste Handling Facility being used by the Contracted Collection Company which results in an increase in the tipping fee charged to the Contracted Collection Company, then the Contracted Collection Company, with approval by the City of Bridgeport which may not be unreasonably withheld, shall be allowed to pass through the increase in tipping fees..

3. Disposal Fee Reductions. In the event the Contracted Collection Company receives a reduction in the tipping fee being charged at the Greater Wenatchee Regional Landfill and Recycling Facility or at a permitted Intermediate Solid Waste Handling Facility being used by the company, then the Contracted Collection Company agrees to decrease the then existing rates and charges to reflect such reduction, net of any additional costs incurred as a result of the reduction.

4. Allowable Implementation Costs. The Contracted Collection Company may pass through any reasonable and necessary allowable implementation costs to the City of Bridgeport that are incurred by the Contracted Collection Company in order to comply with these *Bridgeport Minimum Service Levels*. Allowable implementation costs include:

- Administration costs to monitor, to the best of the Contracted Collection Company's ability, volume of solid waste, by type and source, being collected;
- Administration costs to monitor, to the best of the Contracted Collection Company's ability, which designated recyclables are being collected, what volumes are being collected, the type of customers (residential versus non-residential) using the service, and the final market of the designated recyclables collected;
- Administration, production and mailing costs for implementing the mutually agreed upon coordinated Public Outreach Program;
- Administration, production and supply costs for implementing the mutually agreed upon coordinated Waste Reduction and Recycling Education Program;
- Administrative costs for setting up an information and data collection system to be able to provide an annual report to the City of Bridgeport.

EAST WENATCHEE CITY COUNCIL

Ordinance Number: 94-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST WENATCHEE ADOPTING A MINIMUM LEVEL OF SERVICE FOR THE COLLECTION OF DESIGNATED RECYCLABLES THROUGH A SOURCE SEPARATION RECYCLING PROGRAM AND THE ESTABLISHMENT OF URBAN AND RURAL BOUNDARIES.

WHEREAS, the City Council of the City of East Wenatchee adopted the Douglas County Solid Waste Management Plan by Resolution 94-6 on May 16th, 1994, and the adopted Solid Waste Management Plan established source separation of solid waste as a fundamental strategy of solid waste management, and

WHEREAS, the City of East Wenatchee is primarily responsible for the development and implementation of an effective source separation collection program for the Urban Growth Management Area as outlined in the adopted Solid Waste Management Plan, and

WHEREAS, the City of East Wenatchee has notified the Washington Utilities and Transportation Commission of its desire to have the Washington Utilities and Transportation Commission assume the authority over the collection of source separated recyclables in the Urban Growth Area of East Wenatchee by Resolution 94-10 on August 15th, 1994, and

WHEREAS, the certificated solid waste haulers are required by RCW 81.77.030 to comply with local solid waste management plans and related ordinances and to use rate structures and billing systems consistent with the solid waste management priorities set forth in RCW 70.95.010,

NOW, THEREFORE BE IT ORDAINED, that the City Council of East Wenatchee hereby establishes the minimum levels of service, as indicated in Exhibit 'A', attached hereto and by reference incorporated herein for the collection of source separated recyclable materials from residences in the Urban Growth Area of East Wenatchee, as indicated in Exhibit 'B', attached hereto and by reference incorporated herein; and if any section of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the section to other persons or circumstances is not affected.

Adopted this 19th day of December, 1994, in regular session at the East Wenatchee City Hall, East Wenatchee, Washington.

Dawn Collings
DAWN COLLINGS
MAYOR, CITY OF EAST WENATCHEE

ATTEST:

Virginia E. Oestreich
VIRGINIA E. OESTREICH
CITY CLERK/TREASURER

MINIMUM LEVELS OF SERVICE

CATEGORIES OF MINIMUM LEVELS OF SERVICE:

The following service levels are grouped into four (4) categories: **General** levels which apply to all solid waste collection programs in urban and rural areas; **Urban Growth** area services; **Urbanized** area services and **Rural** area services. Specific service levels are defined within each of the four categories and the entity responsible for the provision of service is identified.

GENERAL SERVICE LEVELS:

1. **Information and Education Programs;** The Douglas County Solid Waste Program Office, herein referred to as the County shall coordinate a countywide public information program. This countywide public information program shall be coordinated with the certificated solid waste haulers, herein referred to as the Hauler and the source separation recycling collection providers, herein referred to as the Provider of Douglas County. The Hauler and Provider shall, with the assistance of the County, design and produce a mutually agreed upon countywide public information program. The Haulers' public information program production costs in the rate base shall be limited to the costs of printing, postage, logo stickers, phone hot lines, and other items mutually agreed upon by the Hauler and the County which are normally used by the Hauler in communicating with their customers.

The County shall use a Technical Advisory Committee (TAC) with representatives from the Hauler and Provider to assist in the development of the countywide public information program to ensure that program materials address their issues and the mechanics of the countywide public information program are consistent. The countywide public information program materials should be ready for distribution a minimum of thirty (30) days prior to the implementation of a source separation recycling program. Haulers shall coordinate their customer information programs concerning the collection of source separated recyclables with the countywide public information program.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

2. **Data Collection and Evaluation Program;** The County shall implement a data collection and evaluation program to track, monitor and report the effectiveness of the source separation recycling program. Each Hauler and Provider within Douglas County shall prepare quarterly reports on the classification, tonnage and types of materials they are handling through their curbside and drop-off site collection programs and any additional recycling information requested by the County. Community Recycling Centers (CRC) operated by the jurisdictions of Mansfield and Waterville shall prepare quarterly reports on the classification, tonnage and types of materials they are handling through their drop-off collection programs and any additional recycling information requested by the County. The data collection and evaluation program shall be designed to be confidential to protect individual businesses from release of proprietary information. Quarterly reports shall tabulate tonnage of all materials collected, using a mutually agreed upon formula, and shall be used in the preparation of the annual countywide recycling report. The Hauler, Provider and the jurisdictions of Mansfield and Waterville shall participate in this data collection and evaluation program and provide the information requested by the County.

3. **Annual Program Review;** The County shall meet with the Technical Advisory Committee (TAC) annually to review the effectiveness of the source separation recycling program. Specifically, this annual review shall focus on the following elements;
 - a) Effectiveness of the countywide public information program. Suggestions for improving the countywide public information program.
 - b) Effectiveness of the data collection and evaluation program. Suggestions for improving the data collection and evaluation program.
 - c) Effectiveness of the source separation recycling program. Suggestions for improving the source separation recycling program.
 - d) Re-evaluation and adjustment of the anticipated recycling collection participation rates percentage.
 - e) Re-evaluation of the designated list of source separated recyclables. This re-evaluation shall be based upon the following specific circumstances;

Adding recyclables

- 1) Local markets and brokers expand their list of accepted items based on an increase in demand.
- 2) Non-local markets and brokers create an increase in demand for the items.

Deleting a designated recyclable

- 1) Once collected, no market can be found for the given item, causing the material to be stockpiled.
 - 2) The market value of the item drops to less than the cost to collect and transport the item for a period of six months.
- f) Compliance with Chapter 81.77 RCW.
- g) Compliance with the adopted Douglas County Solid Waste Management Plan.

4. **Allowable Implementation Costs;** Those Hauler which fall under the authority of the Washington Utilities and Transportation Commission (WUTC) may file a rate structure which provides for reasonable and necessary expenses for their source separation recycling program as defined in these minimum levels of service.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

The collection rates shall include:

- a) The Hauler's administration costs to monitor, to the best of the Hauler's ability, which designated recyclables are being collected, what volumes are being collected, the type of customers (residential versus commercial) using the service and the final market of the designated recyclables collected.
- b) The Hauler's costs for setting up an information and data collection system to be able to provide the data required by the County.

- c) The Hauler's administration, production and mailing costs for implementing the mutually agreed upon coordinated countywide public information program.
- d) The assumption of a voluntary curbside recycling collection participation rate of 10% (plus or minus 5%) within the Urban Growth Area (UGA) and a voluntary recycling collection participation rate of 3% (plus or minus 2%) within the Rural Area.
- e) The provision of providing recycling collection service to the customer requesting service from the Hauler, whether the customer utilizes refuse collection service or not.
- f) For urban customers, the cost of purchasing the recycling collection containers by the Hauler, including the cost of delivering the recycling collection containers and arranging with their urban customers for curbside recycling collection service. The rates shall include the cost of stickers to be placed on the recycling collection containers to identify the Hauler providing the service, the recyclable commodities to be collected, and the method of preparation for the designated recyclables to be collected.
- g) For rural customers, including the residential customers of the City of Rock Island, the cost of purchasing the recycling collection containers by the Hauler, including the cost of delivering the recycling collection containers and arranging with their rural customers, including the residential customers of the City of Rock Island, for recyclable collection service.
- h) A separate replacement delivery service fee equal to or less than the replacement cost of the recycling collection containers. This replacement delivery service fee shall not apply to the first-time delivery of the recycling collection containers.
- i) The Hauler is required to procure the equipment necessary to implement their source separation recycling program as soon as practically possible and to begin implementation of their source separation recycling program no later than October 1st, 1995.

j) The jurisdictions of Mansfield and Waterville are required to procure the equipment necessary to implement their source separation recycling program as soon as practically possible and to begin the operation of their Community Recycling Centers (CRC) no later than October 1st, 1995. An Interlocal Agreement will be negotiated between the jurisdictions of Mansfield and Waterville and the County regarding the minimum operating conditions and terms for the CRC's.

5. **Curbside Recycling Reduced Rate;** If the Washington Utilities and Transportation Commission authorizes a surcharge or reduced rate incentive based on a customer's participation in a curbside residential recycling program; customer participation in any other noncurbside recycling program approved by the jurisdiction shall be eligible for such incentives.
6. **Marketing Of Recyclable Materials Collected;** The Hauler and Provider shall, where at all possible, develop agreements with local businesses which can utilize the designated recyclables collected at a fair and market-driven price. The agreements shall include a ten percent (10%) local preference allowance for local businesses who can utilize the designated recyclables collected. The Hauler and Provider are discouraged from entering into long-term supply contracts for designated recyclables with out-of-area businesses, if local businesses are available and willing to market and utilize the designated recyclables collected. The Hauler and Provider are not prohibited from entering into out-of-area agreements for designated recyclables collected that can not be locally utilized or are not fairly priced or market-driven locally.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

URBAN GROWTH AREA SERVICE LEVELS:

1. **Urban Growth Area Residential Source Separation;** Residents within the designated Urban Growth Area (UGA) shall be provided the opportunity for source separated curbside collection of designated recyclables as set forth in the adopted Douglas County Solid Waste Management Plan. As stipulated in the adopted Douglas County Solid Waste Management Plan, the following criteria shall be used to evaluate the designated recyclable list:
 - a) potential for waste stream diversion
 - b) collection efficiency
 - c) processing requirements
 - d) current market conditions

As part of the annual program review process, a re-evaluation of the designated recyclables list shall be conducted in January of each year. Refer to Section 3 of the General Service Levels category. The County shall be responsible for publishing the designated recyclables list each February. The designated recyclables list shall be implemented by the Hauler and Provider by the 1st of April of that year.

2. **Urban Growth Area Recycling Collection Containers;** The Hauler shall provide to their single-family residential customers located within the designated Urban Growth Area (UGA) recycling collection containers made of recycled plastic. The style and color of the recycling collection containers shall be standardized throughout the Hauler's franchised area. There shall be sufficient space on the recycling collection container for a minimum of: the Hauler's logo, the identification of the designated recyclables to be collected, and the method of preparation of the designated recyclables to be accepted.
3. **Urban Growth Area Service;** The Hauler shall offer their single-family customer households in the designated Urban Growth Area (UGA) monthly curbside pick-up of the designated recyclables. The Hauler shall provide recycling collection containers to each customer who chooses to take the monthly curbside recycling pick-up service. In order to prevent contamination of the designated recyclables collected, Hauler drivers are directed to separate the designated recyclables from the customers containers into appropriate bins on the collection trucks.

URBANIZED AREA SERVICE LEVELS:

1. **Urbanized Area Source-Separation;** Residents within the jurisdictions of Mansfield and Waterville shall be provided the opportunity for drop-off collection of designated recyclables at their Community Recycling Centers (CRC). The designation of which recyclable commodities are to be collected will be up to the individual jurisdiction operating the CRC.
2. **Urbanized Area Recycling Collection Containers;** Residents within the jurisdictions of Mansfield and Waterville will not be provided recycling collection containers by their contracted Hauler.
3. **Urbanized Area Service;** Residents within the jurisdictions of Mansfield and Waterville are to be provided a convenient and reliable means of collection of source separated recyclables. Each of these jurisdictions will maintain and operate a Community Recycling Center (CRC), which will be open to the public a minimum of four (4) hours per week.
4. **Community Recycling Centers (CRC);** The jurisdictions of Mansfield and Waterville shall each operate and maintain a Community Recycling Center to provide convenient access to their residents. The jurisdictions of Mansfield and Waterville shall not prohibit the rural residents of Douglas County from utilizing the CRC's. The CRC's shall consist of a fenced facility, which can be secured during non-operating hours, a combination collection and storage building with office, a number of large containers providing for the separate collection of each designated recyclable, a baler for processing the designated recyclables collected, and signage clearly stating when the facility will be open, what designated recyclables will be accepted, and the manner in which the designated recyclables will be accepted. The CRC's shall be operated a minimum of four (4) hours per week. The CRC's shall be located on public property with off-the-road access and must meet all local zoning requirements. The countywide public information program shall encourage jurisdictional residents and rural self-haulers to utilize the CRC's.

RURAL AREA SERVICE LEVELS:

1. **Rural Area Source-Separation;** Residents within the Rural Areas of Douglas County, and the residents of the jurisdiction of the City of Rock Island, shall be provided the opportunity of an integrated collection of designated recyclables, through direct contract with their Hauler. As stipulated in the adopted Douglas County Solid Waste Management Plan, the following criteria shall be used to evaluate the designated recyclables list:

- a) potential for waste stream diversion
- b) collection efficiency
- c) processing requirements
- d) current market conditions

As part of the annual program review process, a re-evaluation of the designated recyclables list shall be conducted in January of each year. Refer to Section 3 of the General Service Levels category. The County shall be responsible for publishing the designated recyclables list each February. The designated recyclables list shall be implemented by the Hauler by the 1st of April of that year.

2. **Rural Area Recycling Collection Containers;** The Hauler shall provide to their rural single-family residential customers, including their single-family residential customers within the City of Rock Island, recycling collection containers. These recycling collection containers shall be filled with the designated recyclables and set out with the normal mixed waste for pick-up. For those rural single-family residential customers, including their single-family residential customers within the City of Rock Island who have chosen to only subscribe to recycling collection service, their recycling collection containers shall be filled with the designated recyclables and set out for pick-up. The style and color of the recycling collection containers shall be standardized throughout the Hauler's franchised area.

3. **Rural Area Service;** The Hauler shall offer their rural single-family customer households, including their single-family residential customers within the City of Rock Island, weekly pick-up of recyclables. The Hauler shall provide to each of their rural area recycling customers, including their customers in the City of Rock Island, recycling collection containers. In order to prevent contamination of the designated recyclables collected, the Hauler is directed to separate the designated recyclables prior to final disposal.

ESTABLISHMENT OF URBAN/RURAL BOUNDARIES

Douglas County and the cities and towns within Douglas County under RCW 36.70A, Growth Management - Planning by selected Counties and Cities, are responsible for developing regional and urban comprehensive land use plans for the incorporated and unincorporated areas of Douglas County. These comprehensive land use plans will be followed by development regulations that will provide the implementation of the plans. As part of these comprehensive land use plans, Douglas County must designate urban and rural boundaries using clear criteria. Douglas County must designate these areas in a manner consistent with other existing land use and utility service plans and in coordination with the cities and towns. The criteria used to establish these boundaries include existing population, population growth, population densities, land use densities, existing utilities' previously adopted County urban/rural boundaries, other adopted city and town plans, previously planned residential developments, and the geographic limitations within Douglas County. Douglas County has worked closely with the incorporated cities and towns within Douglas County to establish the urban and rural boundaries as illustrated on Map A.

An urban growth area boundary is established through the designation of a boundary which separates existing and future urban areas from rural and resource areas. More specifically, an urban growth area defines where urban developments will be supported with urban services and facilities, such as domestic water and sanitary sewer systems. Urban growth areas are intended to control the fiscal and environmental implications of unplanned, sprawled growth. Once the growth areas are designated, the county, cities and towns need to ensure that sufficient land, services and facilities are available to accommodate the projected growth. Douglas County in conjunction with the City of East Wenatchee has designated an Interim Urban Growth Area (IUGA) for the Greater East Wenatchee Area. This IUGA for the East Wenatchee Planning Area was established in 1994 by the Douglas County Board of Commissioners working through the Regional Council. The IUGA for the Greater East Wenatchee Urban Area is illustrated on Map B.

This IUGA is the geographic area described in the adopted Douglas County Comprehensive Land Use Plan. As this Douglas County Comprehensive Land Use Plan may be amended and modified annually, for the purpose of this Ordinance, the urban growth areas are those identified within the most currently adopted Douglas County Comprehensive Land Use Plan shall be used as the urban and rural boundaries for this Ordinance.

As outlined in RCW 36.70A.110, Urban Growth Areas, it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas. Therefore, the primary responsibility for providing

curbside recycling collection service within the Urban Growth Area (UGA) rests with the City of East Wenatchee. In the UGA of the Greater East Wenatchee Urban Area, which includes portions of Douglas County adjacent to the City of East Wenatchee and the entire City boundaries, an Interlocal Agreement will be negotiated regarding land use management and the provision of services. This is required to provide consistency in land use controls within these areas so that growth can occur in a manner consistent with the City of East Wenatchee's Comprehensive Land Use Plan.

Also shown on Map A are the designated "urbanizing" areas of Douglas County. These urbanizing areas are where residential growth is occurring and will continue to occur but is insufficient to be included into an Urban Growth Area (UGA). Recycling collection services in these areas will be provided by a system of Community Recycling Centers (CRC), with the exception of the City of Rock Island which has chosen to authorize the Washington Utilities and Transportation Commission (WUTC) to assume its source separation recycling authority. Areas designated "urbanizing" are anticipated to develop at a higher rate and density than rural areas.

Map C illustrates those jurisdictions where Community Recycling Centers (CRC) are to be located. Douglas County will be requesting that the jurisdictions of Mansfield and Waterville adopt the same or similar Minimum Service Level Ordinance so that the same or similar recycling collection opportunities exist within these jurisdictions. The Community Recycling Centers (CRC) located in these jurisdictions are planned to provide a sufficient recycling collection opportunity to meet the current need.

Map D illustrates the rural areas of Douglas County where development is limited and where there are major barriers to providing urban services at a reasonable cost. The rural areas illustrated on Map D are largely serviced by self-haul of their solid waste. The recycling collection opportunity within the rural areas of Douglas County, including the jurisdiction of the City of Rock Island, will be left to each individual citizen. Those citizens wishing solid waste refuse collection and/or recycling collection service within the rural areas of Douglas County, including the jurisdiction of the City of Rock Island which are serviced by a certified solid waste hauler, will have to directly contract with their certified solid waste hauler for that service. Those citizens within the rural areas of Douglas County which are not serviced by a certified solid waste hauler, will have to provide their own service.

Map E illustrates the solid waste collection areas assigned to each of the certified solid waste haulers within Douglas County. Each of these certified solid waste haulers are franchised by the Washington Utilities and Transportation Commission to collect solid waste and recyclables within Douglas County.

EXHIBIT C TO ORDINANCE NUMBER 84-21

Unless the context clearly requires otherwise, the definitions in this Exhibit shall apply throughout this Ordinance.

"Certified Solid Waste Hauler" means any solid waste collection company which has obtained from the Washington Transportation and Utilities Commission a certificate authorizing their operation within the State of Washington.

"Community Recycling Centers" means a recycling facility operated and maintained by a jurisdiction to which individuals bring recyclable materials.

"Comprehensive Land Use Plan" means a generalized coordinated land use policy statement of the governing body of a county, city or town that is adopted pursuant to RCW 36.70A.

"Designated List of Source Separated Recyclables" means the list of designated recyclable materials produced annually by the Douglas County Solid Waste Program Office.

"Designated Recyclables" means those solid wastes that are separated for recycling or reuse, that are identified as recyclable by a local provider and have a market value that makes their collection economically viable.

"Douglas County Solid Waste Management Plan" means the adopted countywide solid waste management plan required by RCW 70.95.

"Drop-Off Collection Program" means a source-separated recycling program where individuals deposit recyclable materials for collection.

"Integrated Collection" means the practice of collecting both recyclable materials and municipal solid waste together.

"Interim Urban Growth Area" means the Urban Growth Area established by Douglas County in coordination with the incorporated cities and towns within Douglas County as an interim boundary until the established procedure as outlined in RCW 36.70A.140 are completed.

"Local Markets" means recycling markets for recyclable materials that are available locally.

"Non-Local Markets" means recycling markets for recyclable materials that are not available locally.

"Recycling Collection Containers" means the container provided by the certified solid waste hauler to its customers to facilitate the collection of the recyclable materials.

"Reduced Rate" means a residential solid waste collection rate incorporating a rebate, refund or discount.

"Refuse Collection Service" means the collection of municipal solid waste by a certified solid waste hauler for compensation.

"Rural Area" means those areas within Douglas County which have been designated by Douglas County, in accordance with RCW 36.70A, as having rural characteristics.

"Self-Haulers" means a person who, in his own vehicle, transports his own solid waste for disposal even if some other established collection alternative exists.

"Source Separated Recyclables" means the separation of different kinds of solid waste at the place where the waste originates; separating recyclable materials from wastes at the point of waste generation.

"Source Separation Recycling Collection Providers" means local businesses which provide recycling and/or reuse opportunities for the collected recyclable materials.

"Source Separation Recycling Program" means a program established to collect and recycle source separation recyclable materials.

"Stockpiled" means the collection of recyclable materials for over six months without a market or means to recycle the materials collected.

"Technical Advisory Committee" means the Douglas County Technical Advisory Committee. A subcommittee of the Douglas County Solid Waste Advisory Committee.

"Urban Area" means those areas within Douglas County which have been designated by Douglas County, in accordance with RCW 36.70A, as having urban characteristics and where urban services and facilities are available.

"Urban Growth Area" means the designated urban area established by Douglas County in coordination with the incorporated cities and towns within Douglas County and in accordance with RCW 36.70A where urban development will be supported with urban services and facilities.

"Urbanized Area" means those areas within Douglas County which have been designated by Douglas County, in accordance with RCW 36.70A, as having urban characteristics but are not included in an Urban Growth Area.

SUMMARY OF ORDINANCE NO. 94-21

OF THE CITY OF EAST WENATCHEE, WASHINGTON

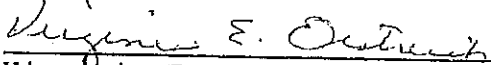
On the 19th day of December, 1994, the City Council of the City of East Wenatchee, Washington, passed Ordinance No. 94-21. A summary of the content of said ordinance, consisting of the title, provides as follows:

ORDINANCE NO. 94-21

AN ORDINANCE OF THE CITY OF EAST WENATCHEE, WASHINGTON, ADOPTING A MINIMUM LEVEL OF SERVICE FOR THE COLLECTION OF DESIGNATED RECYCLABLES THROUGH A SOURCE SEPARATION RECYCLING PROGRAM AND THE ESTABLISHMENT OF URBAN AND RURAL BOUNDARIES.

The full text of this Ordinance will be mailed upon request.

DATED this 19th day of December, 1994.



Virginia E. Oestreich
City Clerk/Treasurer

Publish: 12/22/94
Effective: 12/27/94



ORDINANCE #365

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MANSFIELD AMENDING ORDINANCE #361, ADOPTING A MINIMUM LEVEL OF SERVICE FOR THE COLLECTION OF DESIGNATED RECYCLABLES THROUGH A SOURCE SEPARATION RECYCLING PROGRAM AND THE ESTABLISHMENT OF URBAN AND RURAL BOUNDARIES.

WHEREAS, the Town Council of the Town of Mansfield adopted a minimum level of service ordinance #361 for the collection of designated recyclables through a source separation recycling program on February 14, 1995, and

WHEREAS, the adopted ordinance was too restrictive and did not afford the Town of Mansfield the flexibility to offer a cost effective source separation recycling program, and

WHEREAS, The Town Council of the Town of Mansfield held a public hearing on October 10, 1995 to discuss the proposed amendment to the adopted Minimum service Level Ordinance, and

WHEREAS, The Town Council of the Town of Mansfield upon hearing a public comment on the proposed amendment, approved the proposed amendment, now

THEREFORE BE IT ORDAINED, that the Town Council of the Town of Mansfield hereby establishes the minimum levels of service, as amended in Exhibit 'A', attached hereto and by reference incorporated herein for the collection of source separated recyclable materials from residences in the rural areas of unincorporated Douglas County, as indicated in Exhibit 'B' attached hereto and by reference incorporated herein; and if any section of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the section to other persons or circumstances is not affected.

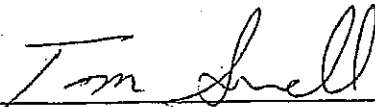
WHEREAS, this ordinance shall repeal all others in conflict herewith and will therefore become effective upon passage.

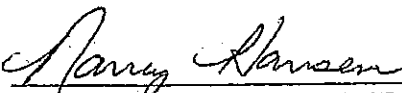
Adopted this 14th day of November, 1995 in regular session at the Mansfield Town Hall, Mansfield, Washington.

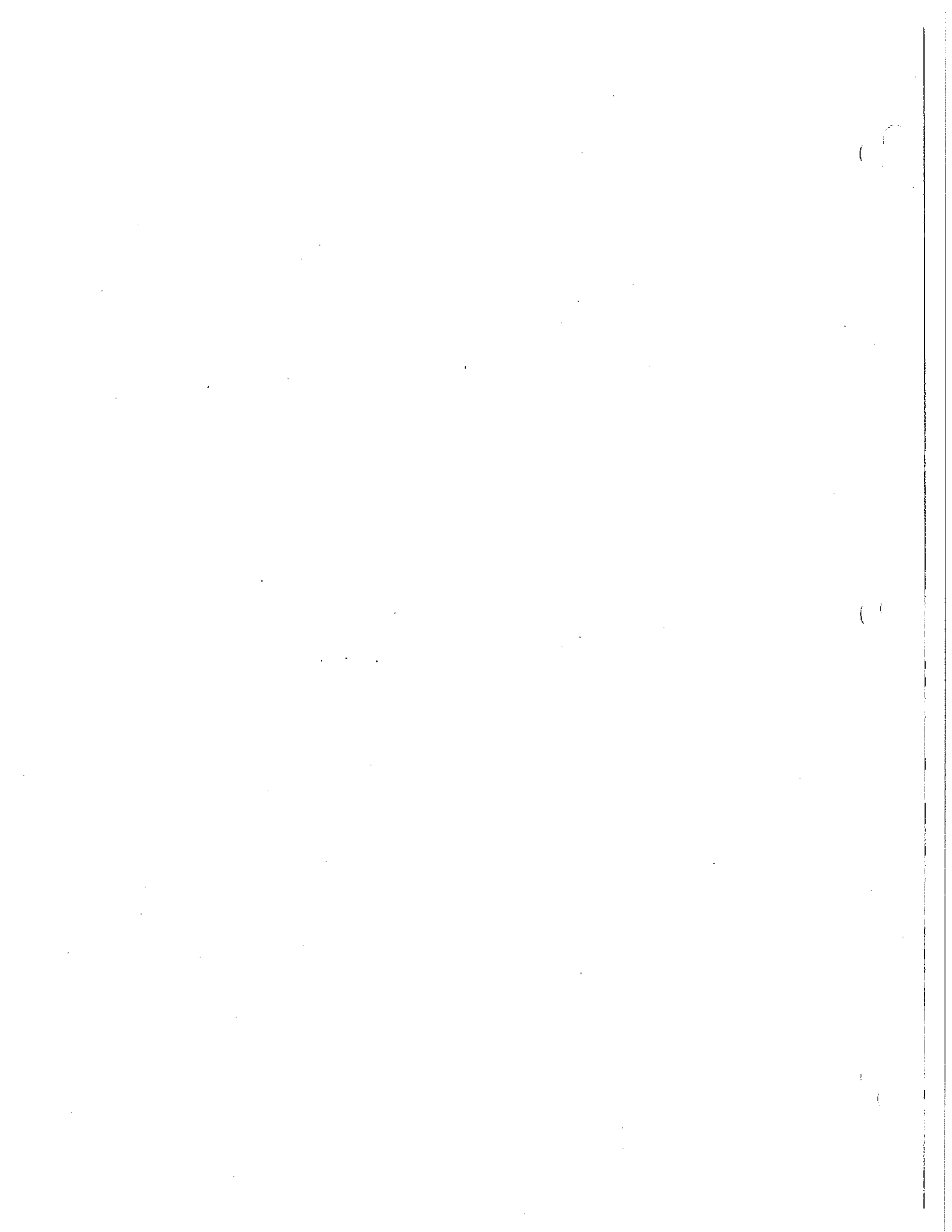
TOWN OF MANSFIELD

APPROVED:

ATTEST:


Tom Snell, Mayor


Nancy Hansen, Clerk/Treasurer



ROCK ISLAND COUNCIL

Ordinance Number: 95-001A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCK ISLAND ADOPTING A MINIMUM LEVEL OF SERVICE FOR THE COLLECTION OF DESIGNATED RECYCLABLES THROUGH A SOURCE SEPARATION RECYCLING PROGRAM AND THE ESTABLISHMENT OF URBAN AND RURAL BOUNDARIES.

WHEREAS, the City Council of the City of Rock Island adopted a minimum level of service ordinance for the collection of designated recyclables through a source separation recycling program on January 26th, 1995, and

WHEREAS, the adopted ordinance was too restrictive and did not afford the certified solid waste haulers operating within Rock Island the flexibility to offer a cost effective source separation recycling program, and

WHEREAS, Rock Island has notified the Washington Utilities and Transportation Commission of its desire to have a successful and cost effective source separation recycling program, and


WHEREAS, the City Council of the City of Rock Island held a public hearing on October 10th, 1995 to discuss the proposed amendment to the adopted Minimum Service Level Ordinance, and

WHEREAS, the City Council of the City of Rock Island upon hearing the public comment on the proposed amendment, approved the proposed amendment, now

THEREFORE BE IT ORDAINED, that the City Council of the City of Rock Island hereby establishes the minimum levels of service, as amended in Exhibit 'A', attached hereto and by reference incorporated herein for the collection of source separated recyclable materials from residences in the rural areas of unincorporated Douglas County, as indicated in Exhibit 'B', attached hereto and by reference incorporated herein; and if any section of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the section to other persons or circumstances is not affected.

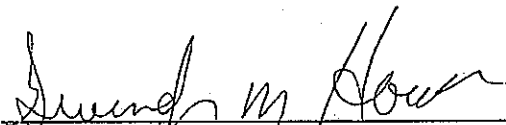
Adopted this 10th day of October, 1995, in regular session at the Rock Island City Hall, Rock Island, Washington.

CITY OF ROCK ISLAND



Whitey Evenhus, Mayor

ATTEST:



Gwendolyn Houck,
City Clerk

EXHIBIT A TO ORDINANCE NUMBER 95-001A

MINIMUM LEVELS OF SERVICE

CATEGORIES OF MINIMUM LEVELS OF SERVICE:

The following service levels are grouped into four (4) categories: General levels which apply to all solid waste collection programs in urban and rural areas; Urban Growth area services; Urbanized area services and Rural area services. Specific service levels are defined within each of the four categories and the entity responsible for the provision of service is identified.

GENERAL SERVICE LEVELS:

1. **Information and Education Programs;** The Douglas County Solid Waste Program Office, herein referred to as the County shall coordinate a countywide public information program. This countywide public information program shall be coordinated with the certificated solid waste haulers, herein referred to as the Hauler and the source separation recycling collection providers, herein referred to as the Provider of Douglas County. The Hauler and Provider shall, with the assistance of the County, design and produce a mutually agreed upon countywide public information program. The Haulers' public information program production costs in the rate base shall be limited to the costs of printing, postage, logo stickers, phone hot lines, and other items mutually agreed upon by the Hauler and the County which are normally used by the Hauler in communicating with their customers.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

2. **Data Collection and Evaluation Program;** The County shall implement a data collection and evaluation program to track, monitor and report the effectiveness of the source separation recycling program. Each Hauler and Provider within Douglas County shall prepare annual reports on the classification, tonnage and types of materials they are handling through their curbside and drop-off site collection programs and any additional recycling information requested by the County. Community Recycling Centers (CRC) operated by the jurisdictions of Mansfield and Waterville shall prepare annual reports on the classification, tonnage and types of materials they are handling through their drop-off collection programs and any additional recycling information

requested by the County. The data collection and evaluation program shall be designed to be confidential to protect individual businesses from release of proprietary information. Annual reports shall tabulate tonnage of all materials collected, using a mutually agreed upon formula, and shall be used in the preparation of the annual countywide recycling report. The Hauler, Provider and the jurisdictions of Mansfield and Waterville shall participate in this data collection and evaluation program and provide the information requested by the County.

3. Annual Program Review; The County shall meet with the Douglas County Solid Waste Advisory Committee (SWAC) annually to review the effectiveness of the source separation recycling program. Specifically, this annual review shall focus on the following elements;
- a) Effectiveness of the countywide public information program. Suggestions for improving the countywide public information program.
 - b) Effectiveness of the data collection and evaluation program. Suggestions for improving the data collection and evaluation program.
 - c) Effectiveness of the source separation recycling program. Suggestions for improving the source separation recycling program.
 - d) Re-evaluation and adjustment of the anticipated recycling collection participation rates percentage.
 - e) Re-evaluation of the designated list of source separated recyclables. This re-evaluation shall be based upon the following specific circumstances;

Adding recyclables

- 1) Local markets and brokers expand their list of accepted items based on an increase in demand.
- 2) Non-local markets and brokers create an increase in demand for the items.

Deleting a designated recyclable

- 1) Once collected, no market can be found for the given item, causing the material to be stockpiled.
- 2) The market value of the item drops to less than the cost to collect and transport the item for a period of six months.

- f) Compliance with Chapter 81.77 RCW.
 - g) Compliance with the adopted Douglas County Solid Waste Management Plan.
4. Allowable Implementation Costs; Those Hauler which fall under the authority of the Washington Utilities and Transportation Commission (WUTC) may file a rate structure which provides for reasonable and necessary expenses for their source separation recycling program as defined in these minimum levels of service.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

The collection rates shall include:

- a) The Hauler's administration costs to monitor, to the best of the Hauler's ability, which designated recyclables are being collected, what volumes are being collected, the type of customers (residential versus commercial) using the service and the final market of the designated recyclables collected.
- b) The Hauler's costs for setting up an information and data collection system to be able to provide the data required by the County.
- c) The Hauler's administration, production and mailing costs for implementing the mutually agreed upon coordinated countywide public information program.
- d) The assumption of a voluntary curbside recycling collection participation rate of 10% (plus or minus 5%) within the Urban Growth Area (UGA) and a voluntary recycling collection participation rate of 3% (plus or minus 2%) within the Rural Area.
- e) The provision of providing recycling collection service to the customer requesting service from the Hauler, whether the customer utilizes refuse collection service or not.
- f) For urban customers, the cost of purchasing the recycling collection containers by the Hauler, including the cost of delivering the recycling collection containers and arranging with their urban customers for curbside

recycling collection service. The rates shall include the cost of stickers to be placed on the recycling collection containers to identify the Hauler providing the service, the recyclable commodities to be collected, and the method of preparation for the designated recyclables to be collected.

- g) For rural customers, including the residential customers of the City of Rock Island, the cost of purchasing the recycling collection containers by the Hauler, including the cost of delivering the recycling collection containers and arranging with their rural customers, including the residential customers of the City of Rock Island, for recyclable collection service.
 - h) A separate replacement delivery service fee equal to or less than the replacement cost of the recycling collection containers. This replacement delivery service fee shall not apply to the first-time delivery of the recycling collection containers.
 - i) The Hauler is required to procure the equipment necessary to implement their source separation recycling program as soon as practically possible and to begin implementation of their source separation recycling program no later than November 1st, 1995.
 - j) The jurisdictions of Mansfield and Waterville are required to procure the equipment necessary to implement their source separation recycling program as soon as practically possible and to begin the operation of their Community Recycling Centers (CRC) no later than November 1st, 1995. An Interlocal Agreement will be negotiated between the jurisdictions of Mansfield and Waterville and the County regarding the minimum operating conditions and terms for the CRC's.
5. **Curbside Recycling Reduced Rate;** If the Washington Utilities and Transportation Commission authorizes a surcharge or reduced rate incentive based on a customer's participation in a curbside residential recycling program; customer participation in any other noncurbside recycling program approved by the jurisdiction shall be eligible for such incentives.
6. **Marketing Of Recyclable Materials Collected;** The Hauler and Provider shall, where at all possible, develop agreements with local businesses which can utilize the designated recyclables collected at a fair and market-driven price. The agreements shall include a ten percent (10%) local preference allowance for local businesses who can utilize the designated recyclables collected. The Hauler and Provider are

discouraged from entering into long-term supply contracts for designated recyclables with out-of-area businesses, if local businesses are available and willing to market and utilize the designated recyclables collected. The Hauler and Provider are not prohibited from entering into out-of-area agreements for designated recyclables collected that can not be locally utilized or are not fairly priced or market-driven locally.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

URBAN GROWTH AREA SERVICE LEVELS:

1. **Urban Growth Area Residential Source Separation;** Residents within the designated Urban Growth Area (UGA) shall be provided the opportunity for source separated curbside collection of designated recyclables as set forth in the adopted Douglas County Solid Waste Management Plan. As stipulated in the adopted Douglas County Solid Waste Management Plan, the following criteria shall be used to evaluate the designated recyclable list:
 - a) potential for waste stream diversion
 - b) collection efficiency
 - c) processing requirements
 - d) current market conditions

As part of the annual program review process, a re-evaluation of the designated recyclables list shall be conducted in January of each year. Refer to Section 3 of the General Service Levels category. The County shall be responsible for publishing the designated recyclables list each February. The designated recyclables list shall be implemented by the Hauler and Provider by the 1st of April of that year.

2. **Urban Growth Area Recycling Collection Containers;** The Hauler shall provide to their single-family residential customers located within the designated Urban Growth Area (UGA) recycling collection containers made of recycled plastic. The style and color of the recycling collection containers shall be standardized throughout the Hauler's franchised area. There shall be sufficient space on the recycling collection container for a minimum of: the Hauler's logo, the identification of the designated recyclables to be collected, and the method of preparation of the designated recyclables to be accepted.

3. **Urban Growth Area Service;** The Hauler shall offer their single-family residential customers in the designated Urban Growth Area (UGA) monthly curbside pick-up of the designated recyclables. The Hauler shall provide recycling collection containers to each customer who chooses to take the curbside recycling pick-up service. For those single-family residential customers who have chosen to only subscribe to recycling collection service, their recycling collection containers shall be filled with the designated recyclables and set out for pick-up. In order to prevent contamination of the designated recyclables collected, Hauler drivers are directed to separate the designated recyclables from the customers containers into appropriate bins on the collection trucks.

URBANIZED AREA SERVICE LEVELS:

1. **Urbanized Area Source-Separation;** Residents within the jurisdictions of Mansfield and Waterville shall be provided the opportunity for drop-off collection of designated recyclables at their Community Recycling Centers (CRC). The designation of which recyclable commodities are to be collected will be up to the individual jurisdiction operating the CRC.
2. **Urbanized Area Recycling Collection Containers;** Residents within the jurisdictions of Mansfield and Waterville will not be provided recycling collection containers by their contracted Hauler.
3. **Urbanized Area Service;** Residents within the jurisdictions of Mansfield and Waterville are to be provided a convenient and reliable means of collection of source separated recyclables. Each of these jurisdictions will maintain and operate a Community Recycling Center (CRC), which will be open to the public a minimum of four (4) hours per month.
4. **Community Recycling Centers (CRC);** The jurisdictions of Mansfield and Waterville shall each operate and maintain a Community Recycling Center to provide convenient access to their residents. The jurisdictions of Mansfield and Waterville shall not prohibit the rural residents of Douglas County from utilizing the CRC's. The CRC's shall consist of a fenced facility, which can be secured during non-operating hours, a combination collection and storage building with office, a number of large containers providing for the separate collection of each designated recyclable, a baler for processing the designated recyclables collected, and signage clearly stating when the facility will be open, what designated recyclables will be accepted, and the manner in which the designated recyclables will be accepted. The CRC's shall be operated a minimum of four (4) hours per month. The

CRC's shall be located on public property with off-the-road access and must meet all local zoning requirements. The countywide public information program shall encourage jurisdictional residents and rural self-haulers to utilize the CRC's.

RURAL AREA SERVICE LEVELS:

1. **Rural Area Source-Separation;** Residents within the Rural Areas of Douglas County, and the residents of the jurisdiction of the City of Rock Island, shall be provided the opportunity of an integrated collection of designated recyclables, through direct contract with their Hauler. As stipulated in the adopted Douglas County Solid Waste Management Plan, the following criteria shall be used to evaluate the designated recyclables list:
 - a) potential for waste stream diversion
 - b) collection efficiency
 - c) processing requirements
 - d) current market conditions

As part of the annual program review process, a re-evaluation of the designated recyclables list shall be conducted in January of each year. Refer to Section 3 of the General Service Levels category. The County shall be responsible for publishing the designated recyclables list each February. The designated recyclables list shall be implemented by the Hauler by the 1st of April of that year.

2. **Rural Area Recycling Collection Containers;** The Hauler shall provide to their rural single-family residential customers, including their single-family residential customers within the City of Rock Island, recycling collection containers made of recycled plastic. The style and color of the recycling collection containers shall be standardized throughout the Hauler's franchised area. There shall be sufficient space on the recycling collection container for a minimum of: the Hauler's logo, the identification of the designated recyclables to be collected, and the method of preparation of the designated recyclables to be accepted.
3. **Rural Area Service;** The Hauler shall offer their rural single-family customer households, including their single-family residential customers within the City of Rock Island, monthly pick-up of recyclables. The Hauler shall provide to each of their rural area recycling customers, including their customers in the City of Rock Island, recycling collection containers. For those rural single-family residential customers, including their single-family residential customers within the City of Rock Island who have chosen to only

subscribe to recycling collection service, their recycling collection containers shall be filled with the designated recyclables and set out for pick-up. In order to prevent contamination of the designated recyclables collected, the Hauler is directed to separate the designated recyclables prior to final disposal.

EXHIBIT B TO ORDINANCE NUMBER 95-001A

ESTABLISHMENT OF URBAN/RURAL BOUNDARIES

Douglas County and the cities and towns within Douglas County under RCW 36.70A, Growth Management - Planning by selected Counties and Cities, are responsible for developing regional and urban comprehensive land use plans for the incorporated and unincorporated areas of Douglas County. These comprehensive land use plans will be followed by development regulations that will provide the implementation of the plans. As part of these comprehensive land use plans, Douglas County must designate urban and rural boundaries using clear criteria. Douglas County must designate these areas in a manner consistent with other existing land use and utility service plans and in coordination with the cities and towns. The criteria used to establish these boundaries include existing population, population growth, population densities, land use densities, existing utilities' previously adopted County urban/rural boundaries, other adopted city and town plans, previously planned residential developments, and the geographic limitations within Douglas County. Douglas County has worked closely with the incorporated cities and towns within Douglas County to establish the urban and rural boundaries as illustrated on Map A.

An urban growth area boundary is established through the designation of a boundary which separates existing and future urban areas from rural and resource areas. More specifically, an urban growth area defines where urban developments will be supported with urban services and facilities, such as domestic water and sanitary sewer systems. Urban growth areas are intended to control the fiscal and environmental implications of unplanned, sprawled growth. Once the growth areas are designated, the county, cities and towns need to ensure that sufficient land, services and facilities are available to accommodate the projected growth. Douglas County in conjunction with the City of East Wenatchee has designated an Interim Urban Growth Area (IUGA) for the Greater East Wenatchee Area. This IUGA for the East Wenatchee Planning Area was established in 1994 by the Douglas County Board of Commissioners working through the Regional Council. The IUGA for the Greater East Wenatchee Urban Area is illustrated on Map B.

This IUGA is the geographic area described in the adopted Douglas County Comprehensive Land Use Plan. As this Douglas County Comprehensive Land Use Plan may be amended and modified annually, for the purpose of this Ordinance, the urban growth areas are those identified within the most currently adopted Douglas County Comprehensive Land Use Plan shall be used as the urban and rural boundaries for this Ordinance.

As outlined in RCW 36.70A.110, Urban Growth Areas, it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas. Therefore, the primary responsibility for providing curbside recycling collection service within the Urban Growth Area (UGA) rests with the City of East Wenatchee. In the UGA of the Greater East Wenatchee Urban Area, which includes portions of Douglas County adjacent to the City of East Wenatchee and the entire City boundaries, an Interlocal Agreement will be negotiated regarding land use management and the provision of services. This is required to provide consistency in land use controls within these areas so that growth can occur in a manner consistent with the City of East Wenatchee's Comprehensive Land Use Plan.

Also shown on Map A are the designated "urbanizing" areas of Douglas County. These urbanizing areas are where residential growth is occurring and will continue to occur but is insufficient to be included into an Urban Growth Area (UGA). Recycling collection services in these areas will be provided by a system of Community Recycling Centers (CRC), with the exception of the City of Rock Island which has chosen to authorize the Washington Utilities and Transportation Commission (WUTC) to assume its source separation recycling authority. Areas designated "urbanizing" are anticipated to develop at a higher rate and density than rural areas.

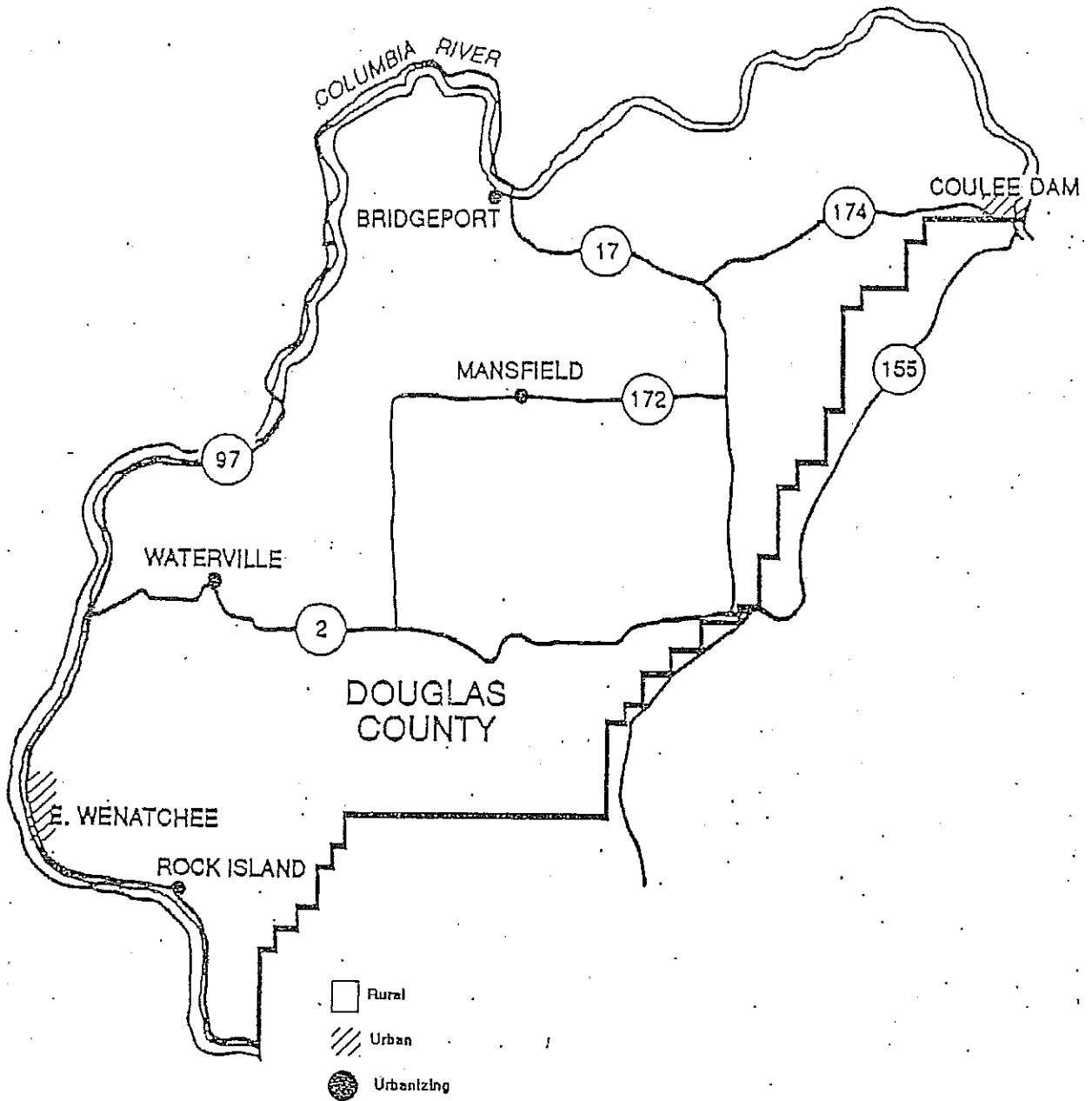
Map C illustrates those jurisdictions where Community Recycling Centers (CRC) are to be located. Douglas County will be requesting that the jurisdictions of Mansfield and Waterville adopt the same or similar Minimum Service Level Ordinance so that the same or similar recycling collection opportunities exist within these jurisdictions. The Community Recycling Centers (CRC) located in these jurisdictions are planned to provide a sufficient recycling collection opportunity to meet the current need.

Map D illustrates the rural areas of Douglas County where development is limited and where there are major barriers to providing urban services at a reasonable cost. The rural areas illustrated on Map D are largely serviced by self-haul of their solid waste. The recycling collection opportunity within the rural areas of Douglas County, including the jurisdiction of the City of Rock Island, will be left to each individual citizen. Those citizens wishing solid waste refuse collection and/or recycling collection service within the rural areas of Douglas County,

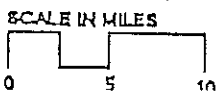
including the jurisdiction of the City of Rock Island which are serviced by a certified solid waste hauler, will have to directly contract with their certified solid waste hauler for that service. Those citizens within the rural areas of Douglas County which are not serviced by a certified solid waste hauler, will have to provide their own service.

Map E illustrates the solid waste collection areas assigned to each of the certified solid waste haulers within Douglas County. Each of these certified solid waste haulers are franchised by the Washington Utilities and Transportation Commission to collect solid waste and recyclables within Douglas County.

MAP A

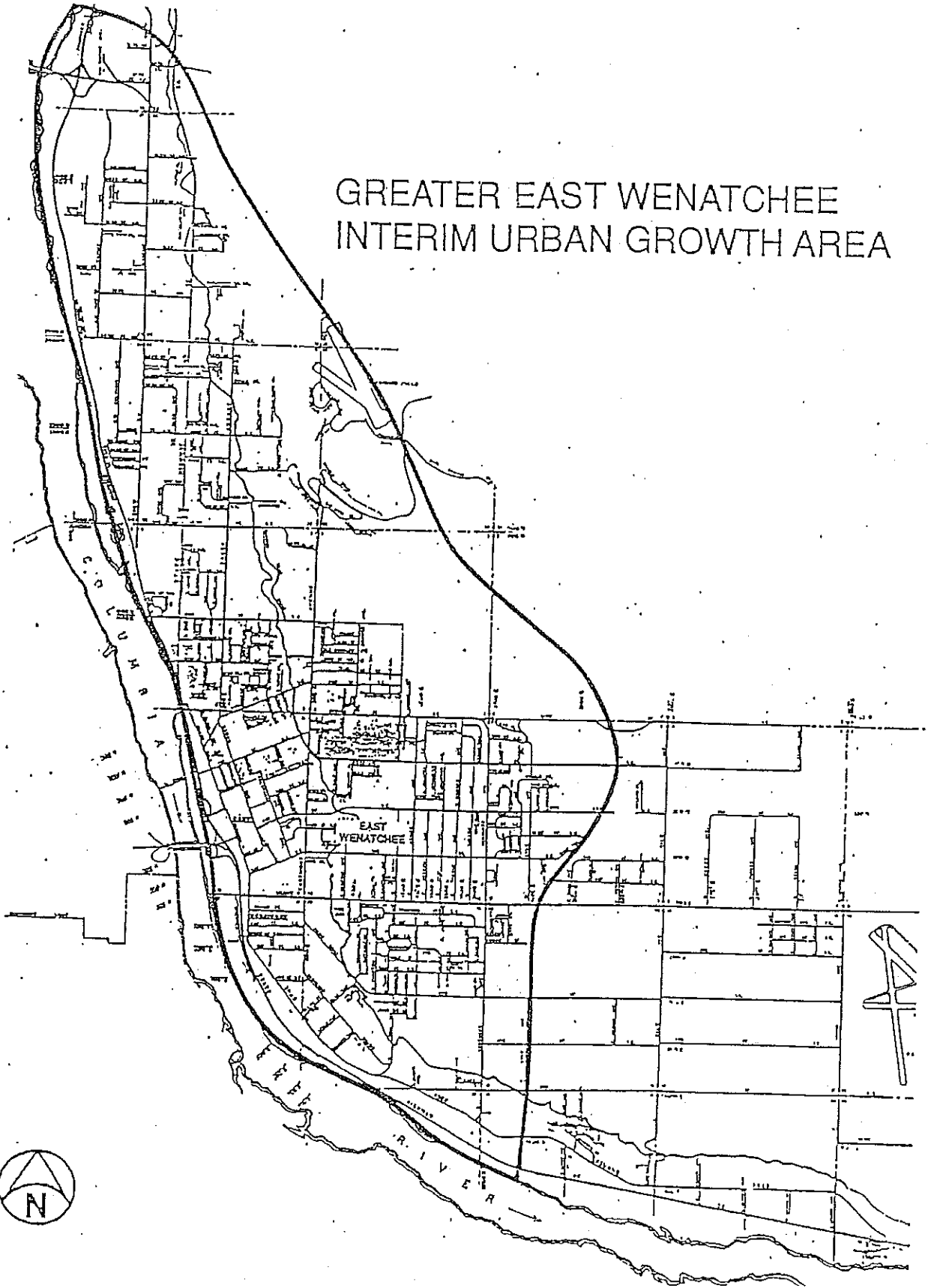


URBAN & RURAL BOUNDARIES

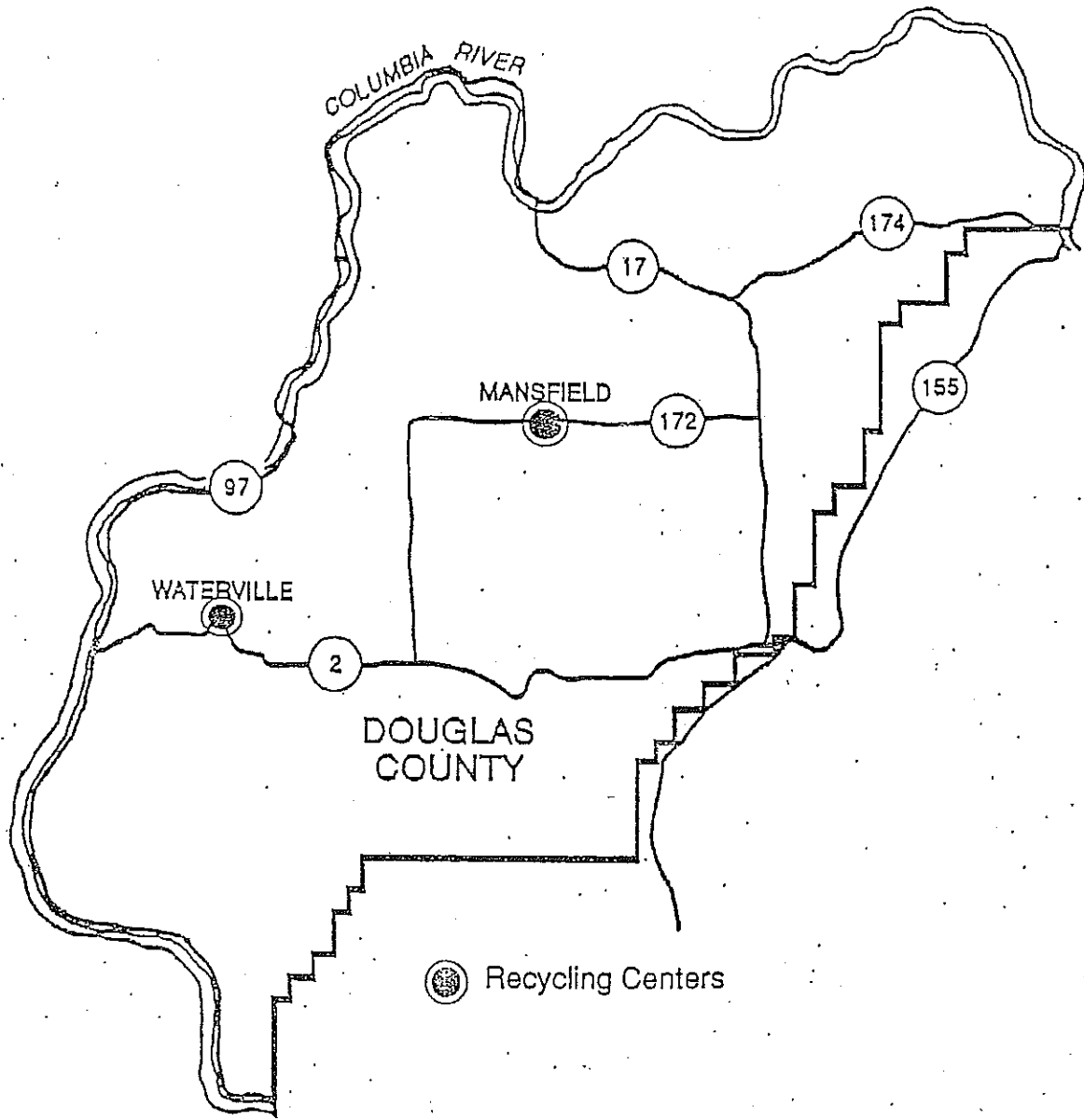


MAP B

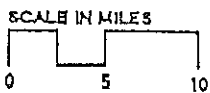
GREATER EAST WENATCHEE INTERIM URBAN GROWTH AREA



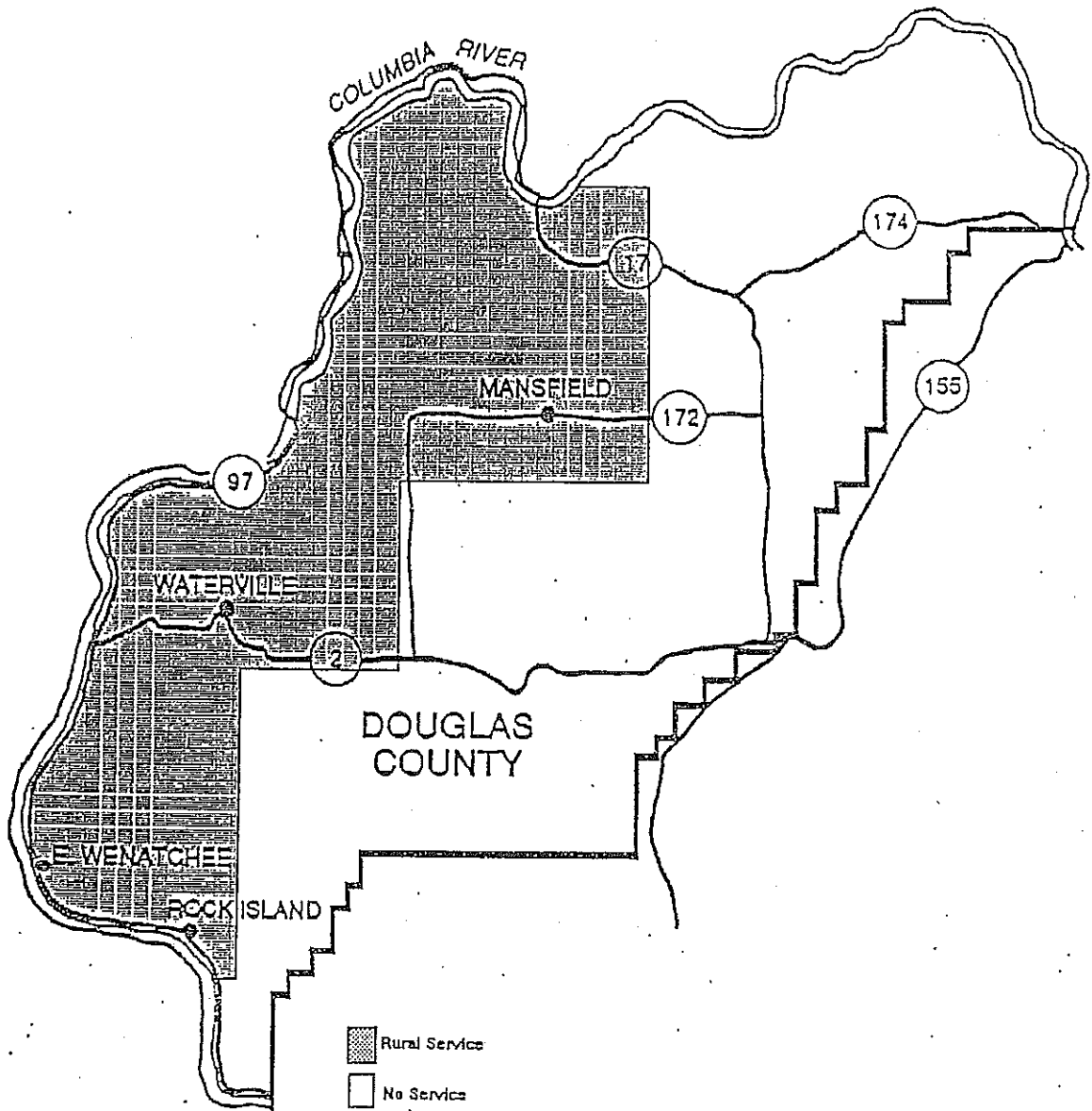
MAP C



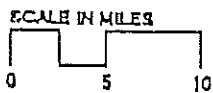
COMMUNITY RECYCLING CENTERS



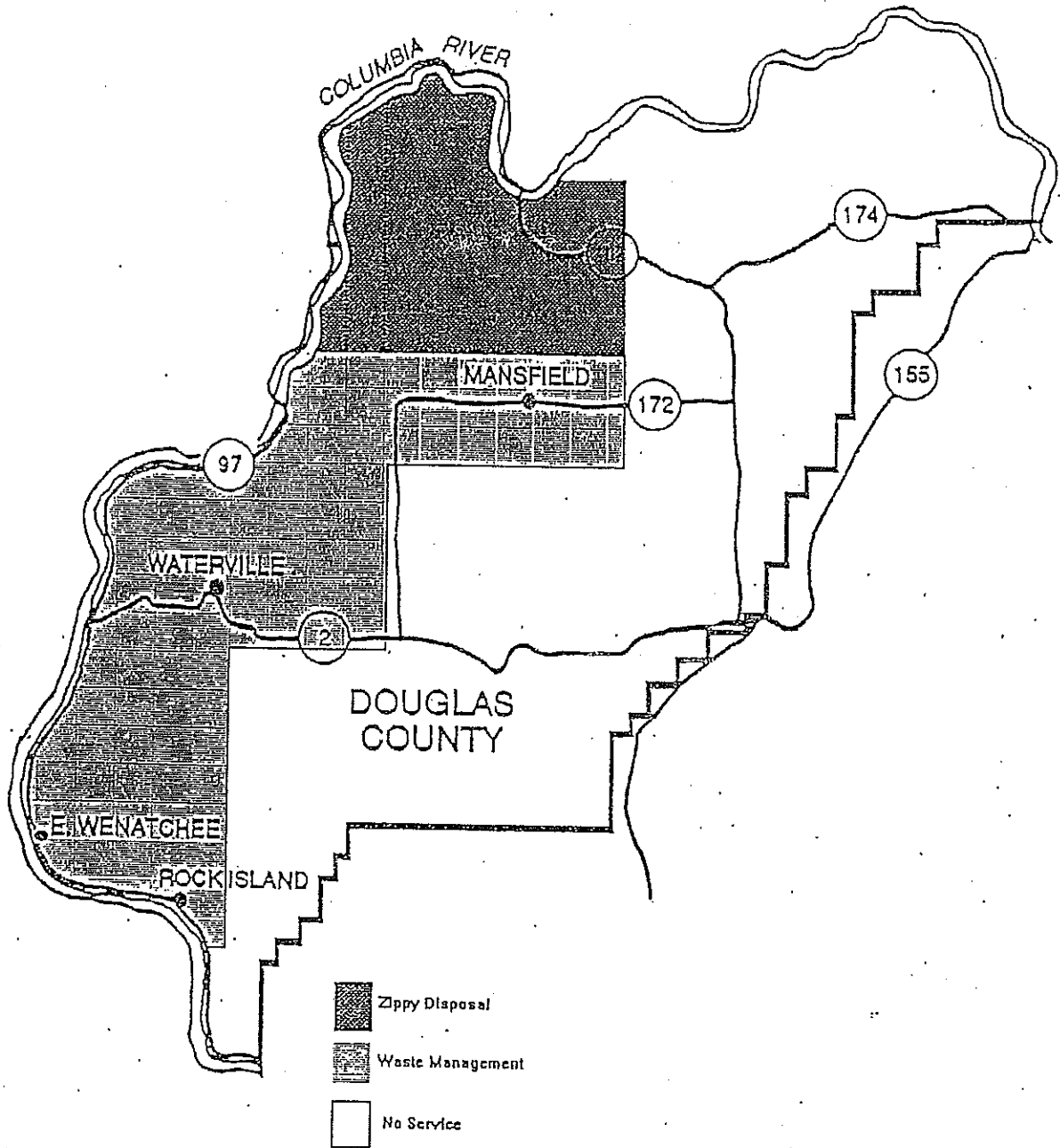
MAP D



RURAL SERVICE AREAS



MAP E



CERTIFIED SOLID WASTE HAULER AREAS



SCALE IN MILES

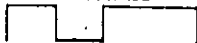


EXHIBIT C TO ORDINANCE NUMBER 95-001A

DEFINITIONS

Unless the context clearly requires otherwise, the definitions in this Exhibit shall apply throughout this Ordinance.

"Certified Solid Waste Hauler" means any solid waste collection company which has obtained from the Washington Transportation and Utilities Commission a certificate authorizing their operation within the State of Washington.

"Community Recycling Centers" means a recycling facility operated and maintained by a jurisdiction to which individuals bring recyclable materials.

"Comprehensive Land Use Plan" means a generalized coordinated land use policy statement of the governing body of a county, city or town that is adopted pursuant to RCW 36.70A.

"Designated List of Source Separated Recyclables" means the list of designated recyclable materials produced annually by the Douglas County Solid Waste Program Office.

"Designated Recyclables" means those solid wastes that are separated for recycling or reuse, that are identified as recyclable by a local provider and have a market value that makes their collection economically viable.

"Douglas County Solid Waste Advisory Committee" means the Douglas County Solid Waste Advisory Committee (SWAC) formed per RCW 70.95.165.

"Douglas County Solid Waste Management Plan" means the adopted countywide solid waste management plan required by RCW 70.95.

"Drop-Off Collection Program" means a source-separated recycling program where individuals deposit recyclable materials for collection.

"Integrated Collection" means the practice of collecting both recyclable materials and municipal solid waste together.

"Interim Urban Growth Area" means the Urban Growth Area established by Douglas County in coordination with the incorporated cities and towns within Douglas County as an interim boundary until the established procedure as outlined in RCW 36.70A.140 are completed.

"Local Markets" means recycling markets for recyclable materials that are available locally.

"Non-Local Markets" means recycling markets for recyclable materials that are not available locally.

"Recycling Collection Containers" means the container provided by the certified solid waste hauler to its customers to facilitate the collection of the recyclable materials.

"Reduced Rate" means a residential solid waste collection rate incorporating a rebate, refund or discount.

"Refuse Collection Service" means the collection of municipal solid waste by a certified solid waste hauler for compensation.

"Rural Area" means those areas within Douglas County which have been designated by Douglas County, in accordance with RCW 36.70A, as having rural characteristics.

"Self-Haulers" means a person who, in his own vehicle, transports his own solid waste for disposal even if some other established collection alternative exists.

"Source Separated Recyclables" means the separation of different kinds of solid waste at the place where the waste originates; separating recyclable materials from wastes at the point of waste generation.

"Source Separation Recycling Collection Providers" means local businesses which provide recycling and/or reuse opportunities for the collected recyclable materials.

"Source Separation Recycling Program" means a program established to collect and recycle source separation recyclable materials.

"Stockpiled" means the collection of recyclable materials for over six months without a market or means to recycle the materials collected.

"Urban Area" means those areas within Douglas County which have been designated by Douglas County, in accordance with RCW 36.70A, as having urban characteristics and where urban services and facilities are available.

"Urban Growth Area" means the designated urban area established by Douglas County in coordination with the incorporated cities and towns within Douglas County and in accordance with RCW 36.70A where urban development will be supported with urban services and facilities.

"Urbanized Area" means those areas within Douglas County which have been designated by Douglas County, in accordance with RCW 36.70A, as having urban characteristics but are not included in an Urban Growth Area.

NOTICE OF PUBLIC HEARING

Public Hearing will be held October 12, 1995 7:30 P.M. at Rock Island City Hall on the matter of amending the adopted minimum level of service for the collection of designated recyclables through a source separation recycling program Ordinance 95-001. Written public comment for and against the proposed amendment, will be heard October 12, 1995 at 7:30 P.M.

City of Rock Island
Gwendolyn Houck

WATERVILLE TOWN COUNCIL

Ordinance Number: 95-546A

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WATERVILLE ADOPTING A MINIMUM LEVEL OF SERVICE FOR THE COLLECTION OF DESIGNATED RECYCLABLES THROUGH A SOURCE SEPARATION RECYCLING PROGRAM AND THE ESTABLISHMENT OF URBAN AND RURAL BOUNDARIES.

WHEREAS, the Town Council of the Town of Waterville adopted a minimum level of service ordinance for the collection of designated recyclables through a source separation recycling program on January 3rd, 1995, and

WHEREAS, the adopted ordinance was too restrictive and did not afford the Town of Waterville the flexibility to offer a cost effective source separation recycling program, and

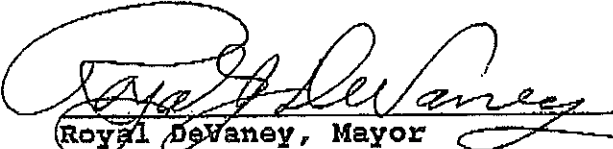
WHEREAS, the Town Council of the Town of Waterville held a public hearing on October 16, 1995 to discuss the proposed amendment to the adopted Minimum Service Level Ordinance, and

WHEREAS, the Town Council of the Town of Waterville upon hearing the public comment on the proposed amendment, approved the proposed amendment, now

THEREFORE BE IT ORDAINED, that the Town Council of the Town of Waterville hereby establishes the minimum levels of service, as amended in Exhibit 'A', attached hereto and by reference incorporated herein for the collection of source separated recyclable materials from residences in the rural areas of unincorporated Douglas County, as indicated in Exhibit 'B', attached hereto and by reference incorporated herein; and if any section of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the section to other persons or circumstances is not affected.

Adopted this 16th day of October, 1995, in regular session at the Waterville Town Hall, Waterville, Washington.

TOWN OF WATERVILLE


Royal DeVaney, Mayor

ATTEST:



Mable L. Knowles,
Clerk-Treasurer

EXHIBIT A TO ORDINANCE NUMBER 95-546A

MINIMUM LEVELS OF SERVICE

CATEGORIES OF MINIMUM LEVELS OF SERVICE:

The following service levels are grouped into four (4) categories: General levels which apply to all solid waste collection programs in urban and rural areas; Urban Growth area services; Urbanized area services and Rural area services. Specific service levels are defined within each of the four categories and the entity responsible for the provision of service is identified.

GENERAL SERVICE LEVELS:

1. **Information and Education Programs;** The Douglas County Solid Waste Program Office, herein referred to as the County shall coordinate a countywide public information program. This countywide public information program shall be coordinated with the certificated solid waste haulers, herein referred to as the Hauler and the source separation recycling collection providers, herein referred to as the Provider of Douglas County. The Hauler and Provider shall, with the assistance of the County, design and produce a mutually agreed upon countywide public information program. The Haulers' public information program production costs in the rate base shall be limited to the costs of printing, postage, logo stickers, phone hot lines, and other items mutually agreed upon by the Hauler and the County which are normally used by the Hauler in communicating with their customers.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

2. **Data Collection and Evaluation Program;** The County shall implement a data collection and evaluation program to track, monitor and report the effectiveness of the source separation recycling program. Each Hauler and Provider within Douglas County shall prepare annual reports on the classification, tonnage and types of materials they are handling through their curbside and drop-off site collection programs and any additional recycling information requested by the County. Community Recycling Centers (CRC) operated by the jurisdictions of Mansfield and Waterville shall prepare annual reports on the classification, tonnage and types of materials they are handling through their drop-off collection programs and any additional recycling information

requested by the County. The data collection and evaluation program shall be designed to be confidential to protect individual businesses from release of proprietary information. Annual reports shall tabulate tonnage of all materials collected, using a mutually agreed upon formula, and shall be used in the preparation of the annual countywide recycling report. The Hauler, Provider and the jurisdictions of Mansfield and Waterville shall participate in this data collection and evaluation program and provide the information requested by the County.

3. **Annual Program Review;** The County shall meet with the Douglas County Solid Waste Advisory Committee (SWAC) annually to review the effectiveness of the source separation recycling program. Specifically, this annual review shall focus on the following elements;
- a) Effectiveness of the countywide public information program. Suggestions for improving the countywide public information program.
 - b) Effectiveness of the data collection and evaluation program. Suggestions for improving the data collection and evaluation program.
 - c) Effectiveness of the source separation recycling program. Suggestions for improving the source separation recycling program.
 - d) Re-evaluation and adjustment of the anticipated recycling collection participation rates percentage.
 - e) Re-evaluation of the designated list of source separated recyclables. This re-evaluation shall be based upon the following specific circumstances;

Adding recyclables

- 1) Local markets and brokers expand their list of accepted items based on an increase in demand.
- 2) Non-local markets and brokers create an increase in demand for the items.

Deleting a designated recyclable

- 1) Once collected, no market can be found for the given item, causing the material to be stockpiled.
- 2) The market value of the item drops to less than the cost to collect and transport the item for a period of six months.

- f) Compliance with Chapter 81.77 RCW.
- g) Compliance with the adopted Douglas County Solid Waste Management Plan.

4. **Allowable Implementation Costs;** Those Hauler which fall under the authority of the Washington Utilities and Transportation Commission (WUTC) may file a rate structure which provides for reasonable and necessary expenses for their source separation recycling program as defined in these minimum levels of service.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

The collection rates shall include:

- a) The Hauler's administration costs to monitor, to the best of the Hauler's ability, which designated recyclables are being collected, what volumes are being collected, the type of customers (residential versus commercial) using the service and the final market of the designated recyclables collected.
- b) The Hauler's costs for setting up an information and data collection system to be able to provide the data required by the County.
- c) The Hauler's administration, production and mailing costs for implementing the mutually agreed upon coordinated countywide public information program.
- d) The assumption of a voluntary curbside recycling collection participation rate of 10% (plus or minus 5%) within the Urban Growth Area (UGA) and a voluntary recycling collection participation rate of 3% (plus or minus 2%) within the Rural Area.
- e) The provision of providing recycling collection service to the customer requesting service from the Hauler, whether the customer utilizes refuse collection service or not.
- f) For urban customers, the cost of purchasing the recycling collection containers by the Hauler, including the cost of delivering the recycling collection containers and arranging with their urban customers for curbside

recycling collection service. The rates shall include the cost of stickers to be placed on the recycling collection containers to identify the Hauler providing the service, the recyclable commodities to be collected, and the method of preparation for the designated recyclables to be collected.

- g) For rural customers, including the residential customers of the City of Rock Island, the cost of purchasing the recycling collection containers by the Hauler, including the cost of delivering the recycling collection containers and arranging with their rural customers, including the residential customers of the City of Rock Island, for recyclable collection service.
 - h) A separate replacement delivery service fee equal to or less than the replacement cost of the recycling collection containers. This replacement delivery service fee shall not apply to the first-time delivery of the recycling collection containers.
 - i) The Hauler is required to procure the equipment necessary to implement their source separation recycling program as soon as practically possible and to begin implementation of their source separation recycling program no later than November 1st, 1995.
 - j) The jurisdictions of Mansfield and Waterville are required to procure the equipment necessary to implement their source separation recycling program as soon as practically possible and to begin the operation of their Community Recycling Centers (CRC) no later than November 1st, 1995. An Interlocal Agreement will be negotiated between the jurisdictions of Mansfield and Waterville and the County regarding the minimum operating conditions and terms for the CRC's.
5. **Curbside Recycling Reduced Rate;** If the Washington Utilities and Transportation Commission authorizes a surcharge or reduced rate incentive based on a customer's participation in a curbside residential recycling program; customer participation in any other noncurbside recycling program approved by the jurisdiction shall be eligible for such incentives.
6. **Marketing Of Recyclable Materials Collected;** The Hauler and Provider shall, where at all possible, develop agreements with local businesses which can utilize the designated recyclables collected at a fair and market-driven price. The agreements shall include a ten percent (10%) local preference allowance for local businesses who can utilize the designated recyclables collected. The Hauler and Provider are

discouraged from entering into long-term supply contracts for designated recyclables with out-of-area businesses, if local businesses are available and willing to market and utilize the designated recyclables collected. The Hauler and Provider are not prohibited from entering into out-of-area agreements for designated recyclables collected that can not be locally utilized or are not fairly priced or market-driven locally.

Nothing in this section of the minimum level service ordinance is intended to be in conflict with the established regulations, rules, guidelines and orders of the Washington Utilities and Transportation Commission. In the event of conflict between this minimum service level ordinance and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

URBAN GROWTH AREA SERVICE LEVELS:

1. **Urban Growth Area Residential Source Separation;** Residents within the designated Urban Growth Area (UGA) shall be provided the opportunity for source separated curbside collection of designated recyclables as set forth in the adopted Douglas County Solid Waste Management Plan. As stipulated in the adopted Douglas County Solid Waste Management Plan, the following criteria shall be used to evaluate the designated recyclable list:
 - a) potential for waste stream diversion
 - b) collection efficiency
 - c) processing requirements
 - d) current market conditions

As part of the annual program review process, a re-evaluation of the designated recyclables list shall be conducted in January of each year. Refer to Section 3 of the General Service Levels category. The County shall be responsible for publishing the designated recyclables list each February. The designated recyclables list shall be implemented by the Hauler and Provider by the 1st of April of that year.

2. **Urban Growth Area Recycling Collection Containers;** The Hauler shall provide to their single-family residential customers located within the designated Urban Growth Area (UGA) recycling collection containers made of recycled plastic. The style and color of the recycling collection containers shall be standardized throughout the Hauler's franchised area. There shall be sufficient space on the recycling collection container for a minimum of: the Hauler's logo, the identification of the designated recyclables to be collected, and the method of preparation of the designated recyclables to be accepted.

- 6 -

3. **Urban Growth Area Service;** The Hauler shall offer their single-family residential customers in the designated Urban Growth Area (UGA) monthly curbside pick-up of the designated recyclables. The Hauler shall provide recycling collection containers to each customer who chooses to take the curbside recycling pick-up service. For those single-family residential customers who have chosen to only subscribe to recycling collection service, their recycling collection containers shall be filled with the designated recyclables and set out for pick-up. In order to prevent contamination of the designated recyclables collected, Hauler drivers are directed to separate the designated recyclables from the customers containers into appropriate bins on the collection trucks.

URBANIZED AREA SERVICE LEVELS:

1. **Urbanized Area Source-Separation;** Residents within the jurisdictions of Mansfield and Waterville shall be provided the opportunity for drop-off collection of designated recyclables at their Community Recycling Centers (CRC). The designation of which recyclable commodities are to be collected will be up to the individual jurisdiction operating the CRC.
2. **Urbanized Area Recycling Collection Containers;** Residents within the jurisdictions of Mansfield and Waterville will not be provided recycling collection containers by their contracted Hauler.
3. **Urbanized Area Service;** Residents within the jurisdictions of Mansfield and Waterville are to be provided a convenient and reliable means of collection of source separated recyclables. Each of these jurisdictions will maintain and operate a Community Recycling Center (CRC), which will be open to the public a minimum of four (4) hours per month.
4. **Community Recycling Centers (CRC);** The jurisdictions of Mansfield and Waterville shall each operate and maintain a Community Recycling Center to provide convenient access to their residents. The jurisdictions of Mansfield and Waterville shall not prohibit the rural residents of Douglas County from utilizing the CRC's. The CRC's shall consist of a fenced facility, which can be secured during non-operating hours, a combination collection and storage building with office, a number of large containers providing for the separate collection of each designated recyclable, a baler for processing the designated recyclables collected, and signage clearly stating when the facility will be open, what designated recyclables will be accepted, and the manner in which the designated recyclables will be accepted. The CRC's shall be operated a minimum of four (4) hours per month. The

CRC's shall be located on public property with off-the-road access and must meet all local zoning requirements. The countywide public information program shall encourage jurisdictional residents and rural self-haulers to utilize the CRC's.

RURAL AREA SERVICE LEVELS:

1. **Rural Area Source-Separation;** Residents within the Rural Areas of Douglas County, and the residents of the jurisdiction of the City of Rock Island, shall be provided the opportunity of an integrated collection of designated recyclables, through direct contract with their Hauler. As stipulated in the adopted Douglas County Solid Waste Management Plan, the following criteria shall be used to evaluate the designated recyclables list:

- a) potential for waste stream diversion
- b) collection efficiency
- c) processing requirements
- d) current market conditions

As part of the annual program review process, a re-evaluation of the designated recyclables list shall be conducted in January of each year. Refer to Section 3 of the General Service Levels category. The County shall be responsible for publishing the designated recyclables list each February. The designated recyclables list shall be implemented by the Hauler by the 1st of April of that year.

2. **Rural Area Recycling Collection Containers;** The Hauler shall provide to their rural single-family residential customers, including their single-family residential customers within the City of Rock Island, recycling collection containers made of recycled plastic. The style and color of the recycling collection containers shall be standardized throughout the Hauler's franchised area. There shall be sufficient space on the recycling collection container for a minimum of: the Hauler's logo, the identification of the designated recyclables to be collected, and the method of preparation of the designated recyclables to be accepted.

3. **Rural Area Service;** The Hauler shall offer their rural single-family customer households, including their single-family residential customers within the City of Rock Island, monthly pick-up of recyclables. The Hauler shall provide to each of their rural area recycling customers, including their customers in the City of Rock Island, recycling collection containers. For those rural single-family residential customers, including their single-family residential customers within the City of Rock Island who have chosen to only

subscribe to recycling collection service, their recycling collection containers shall be filled with the designated recyclables and set out for pick-up. In order to prevent contamination of the designated recyclables collected, the Hauler is directed to separate the designated recyclables prior to final disposal.

EXHIBIT B TO ORDINANCE NUMBER 95-546A

ESTABLISHMENT OF URBAN/RURAL BOUNDARIES

Douglas County and the cities and towns within Douglas County under RCW 36.70A, Growth Management - Planning by selected Counties and Cities, are responsible for developing regional and urban comprehensive land use plans for the incorporated and unincorporated areas of Douglas County. These comprehensive land use plans will be followed by development regulations that will provide the implementation of the plans. As part of these comprehensive land use plans, Douglas County must designate urban and rural boundaries using clear criteria. Douglas County must designate these areas in a manner consistent with other existing land use and utility service plans and in coordination with the cities and towns. The criteria used to establish these boundaries include existing population, population growth, population densities, land use densities, existing utilities, previously adopted County urban/rural boundaries, other adopted city and town plans, previously planned residential developments, and the geographic limitations within Douglas County. Douglas County has worked closely with the incorporated cities and towns within Douglas County to establish the urban and rural boundaries as illustrated on Map A.

An urban growth area boundary is established through the designation of a boundary which separates existing and future urban areas from rural and resource areas. More specifically, an urban growth area defines where urban developments will be supported with urban services and facilities, such as domestic water and sanitary sewer systems. Urban growth areas are intended to control the fiscal and environmental implications of unplanned, sprawled growth. Once the growth areas are designated, the county, cities and towns need to ensure that sufficient land, services and facilities are available to accommodate the projected growth. Douglas County in conjunction with the City of East Wenatchee has designated an Interim Urban Growth Area (IUGA) for the Greater East Wenatchee Area. This IUGA for the East Wenatchee Planning Area was established in 1994 by the Douglas County Board of Commissioners working through the Regional Council. The IUGA for the Greater East Wenatchee Urban Area is illustrated on Map B.

This IUGA is the geographic area described in the adopted Douglas County Comprehensive Land Use Plan. As this Douglas County Comprehensive Land Use Plan may be amended and modified annually, for the purpose of this Ordinance, the urban growth areas are those identified within the most currently adopted Douglas County Comprehensive Land Use Plan shall be used as the urban and rural boundaries for this Ordinance.

As outlined in RCW 36.70A.110, Urban Growth Areas, it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas. Therefore, the primary responsibility for providing curbside recycling collection service within the Urban Growth Area (UGA) rests with the City of East Wenatchee. In the UGA of the Greater East Wenatchee Urban Area, which includes portions of Douglas County adjacent to the City of East Wenatchee and the entire City boundaries, an Interlocal Agreement will be negotiated regarding land use management and the provision of services. This is required to provide consistency in land use controls within these areas so that growth can occur in a manner consistent with the City of East Wenatchee's Comprehensive Land Use Plan.

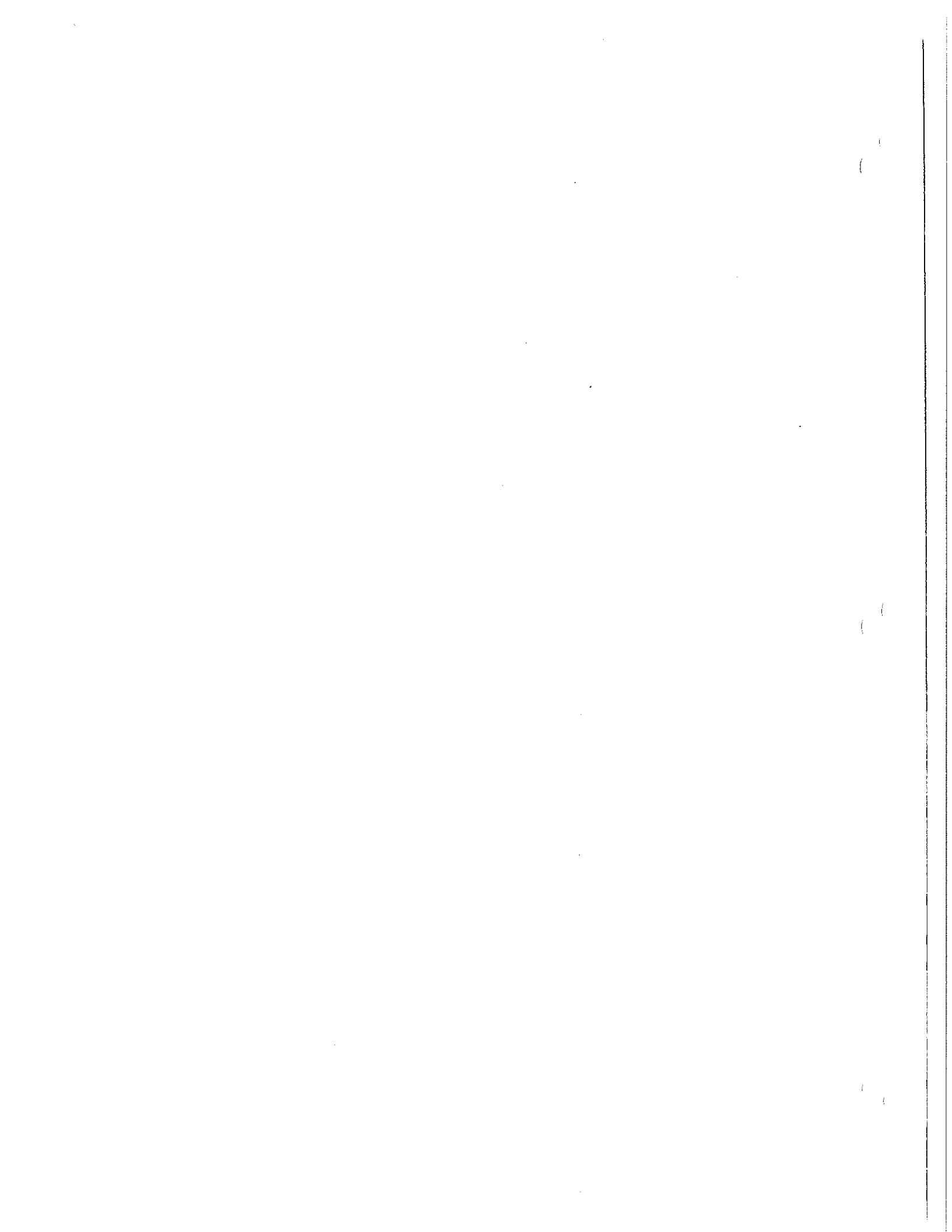
Also shown on Map A are the designated "urbanizing" areas of Douglas County. These urbanizing areas are where residential growth is occurring and will continue to occur but is insufficient to be included into an Urban Growth Area (UGA). Recycling collection services in these areas will be provided by a system of Community Recycling Centers (CRC), with the exception of the City of Rock Island which has chosen to authorize the Washington Utilities and Transportation Commission (WUTC) to assume its source separation recycling authority. Areas designated "urbanizing" are anticipated to develop at a higher rate and density than rural areas.

Map C illustrates those jurisdictions where Community Recycling Centers (CRC) are to be located. Douglas County will be requesting that the jurisdictions of Mansfield and Waterville adopt the same or similar Minimum Service Level Ordinance so that the same or similar recycling collection opportunities exist within these jurisdictions. The Community Recycling Centers (CRC) located in these jurisdictions are planned to provide a sufficient recycling collection opportunity to meet the current need.

Map D illustrates the rural areas of Douglas County where development is limited and where there are major barriers to providing urban services at a reasonable cost. The rural areas illustrated on Map D are largely serviced by self-haul of their solid waste. The recycling collection opportunity within the rural areas of Douglas County, including the jurisdiction of the City of Rock Island, will be left to each individual citizen. Those citizens wishing solid waste refuse collection and/or recycling collection service within the rural areas of Douglas County,

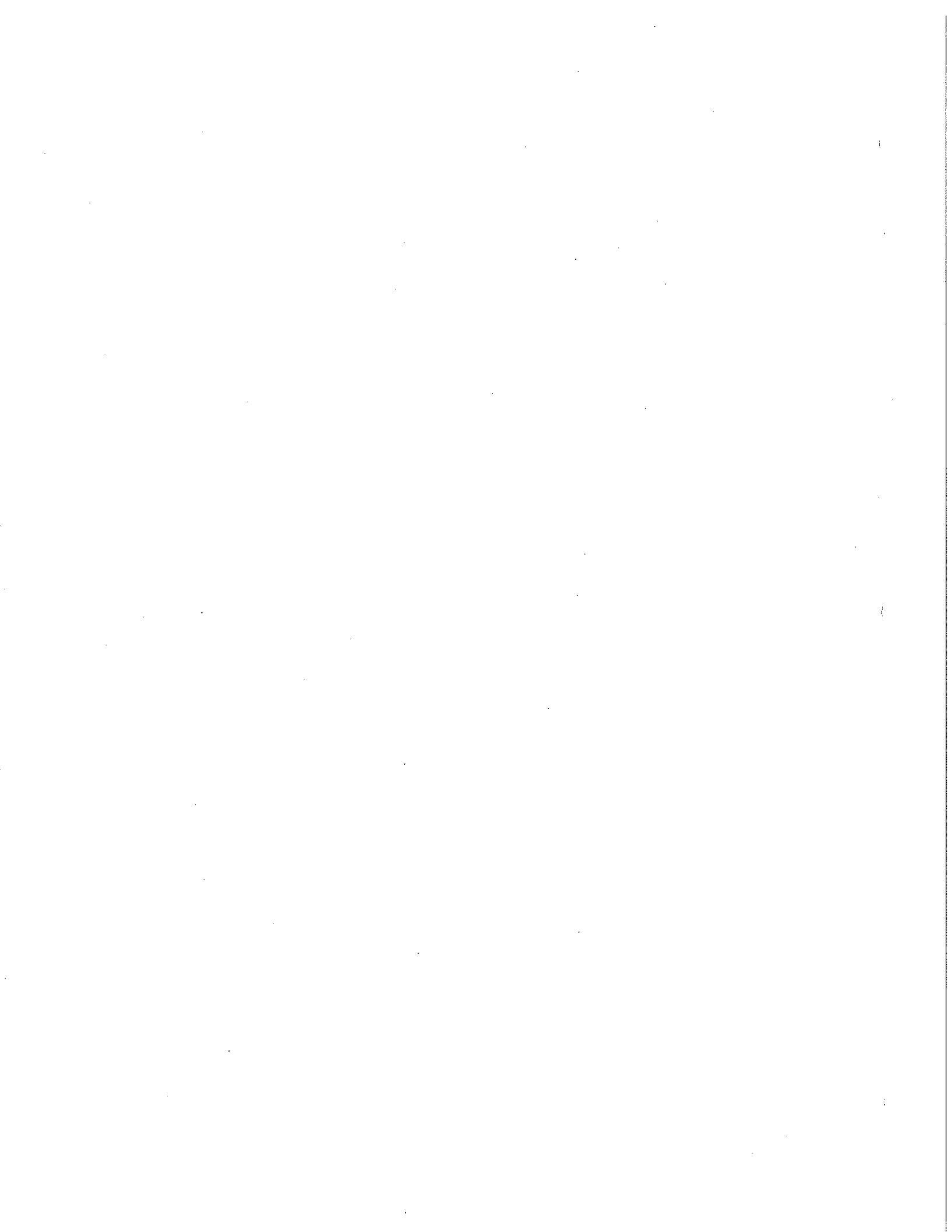
including the jurisdiction of the City of Rock Island which are serviced by a certified solid waste hauler, will have to directly contract with their certified solid waste hauler for that service. Those citizens within the rural areas of Douglas County which are not serviced by a certified solid waste hauler, will have to provide their own service.

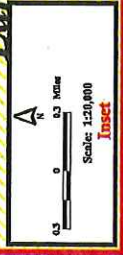
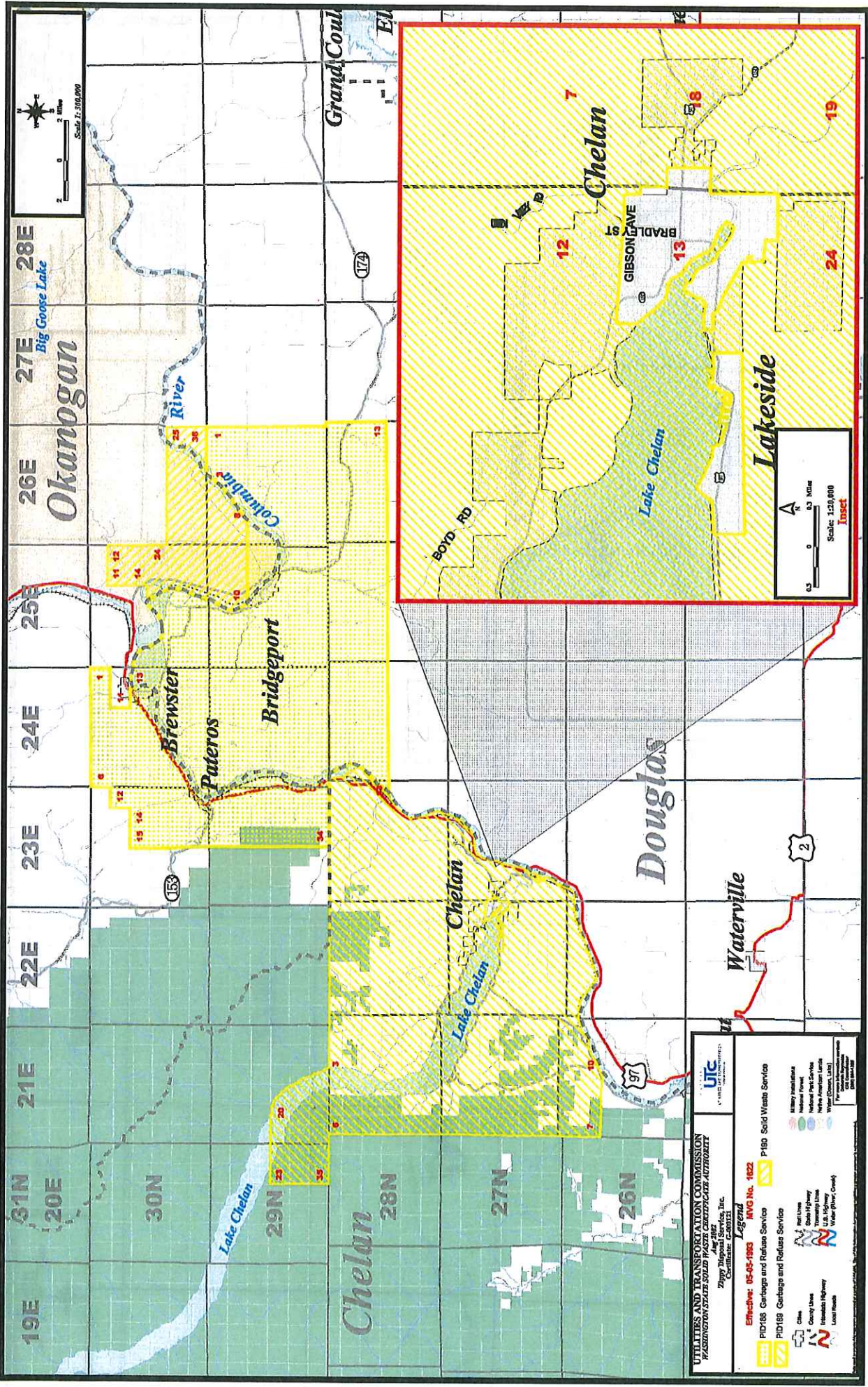
Map E illustrates the solid waste collection areas assigned to each of the certified solid waste haulers within Douglas County. Each of these certified solid waste haulers are franchised by the Washington Utilities and Transportation Commission to collect solid waste and recyclables within Douglas County.





Appendix F. WUTC Service Area Maps





UTILITIES AND TRANSPORTATION COMMISSION
 WASHINGTON STATE SOLID WASTE COLLECTION AUTHORITY

UIC
 Utility Information Center
 1000 North Washington Street
 Wenatchee, WA 98801
 (509) 665-2222

Effective: 05-05-1993 MVG No. 1822

Legend

PID188 Garbage and Refuse Service

PID189 Garbage and Refuse Service

PID190 Solid Waste Service

City City Lines

County Lines County Lines

Interstate Highway Interstate Highway

Local Roads Local Roads

Electric Institution Electric Institution

Water Power Water Power

Industrial Park Service Industrial Park Service

Water (Clean, LHM) Water (Clean, LHM)

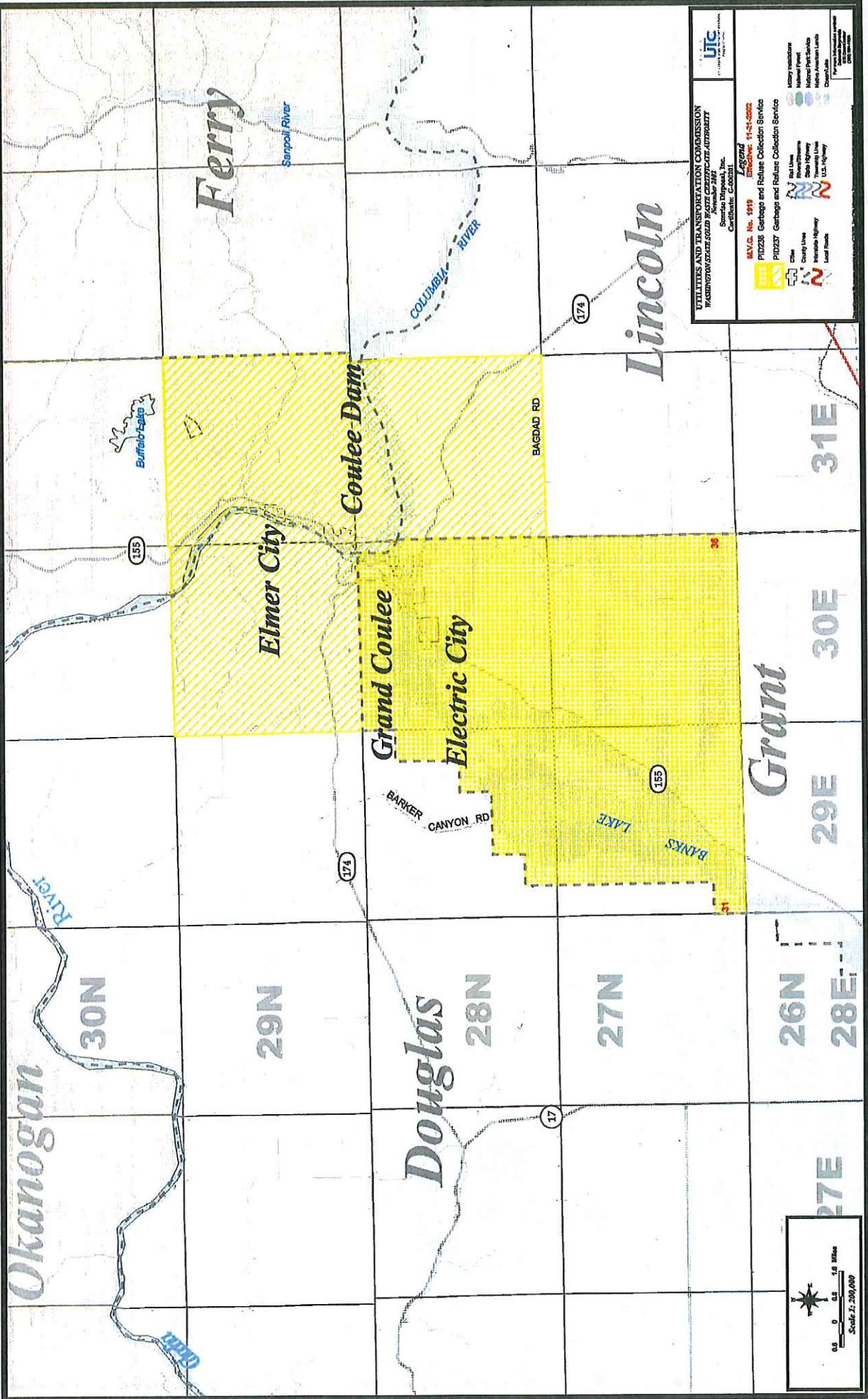
Water (Other) Water (Other)

Water (River, County) Water (River, County)

Water (River, State) Water (River, State)

Water (River, Tribal) Water (River, Tribal)

Water (River, Other) Water (River, Other)



UTILITIES AND TRANSPORTATION COMMISSION
WASHINGTON STATE SOLID WASTE AND CALIFORNIA AIR RESOURCES
 Certificate: C-26201

WTC
 WASHINGTON TRANSPORTATION COMMISSION

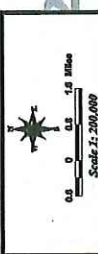
SRV.C. No. 6919
 Effective 11-27-2002

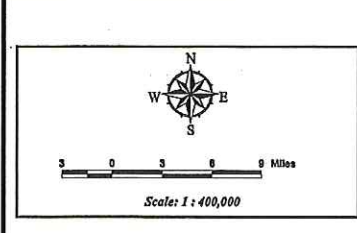
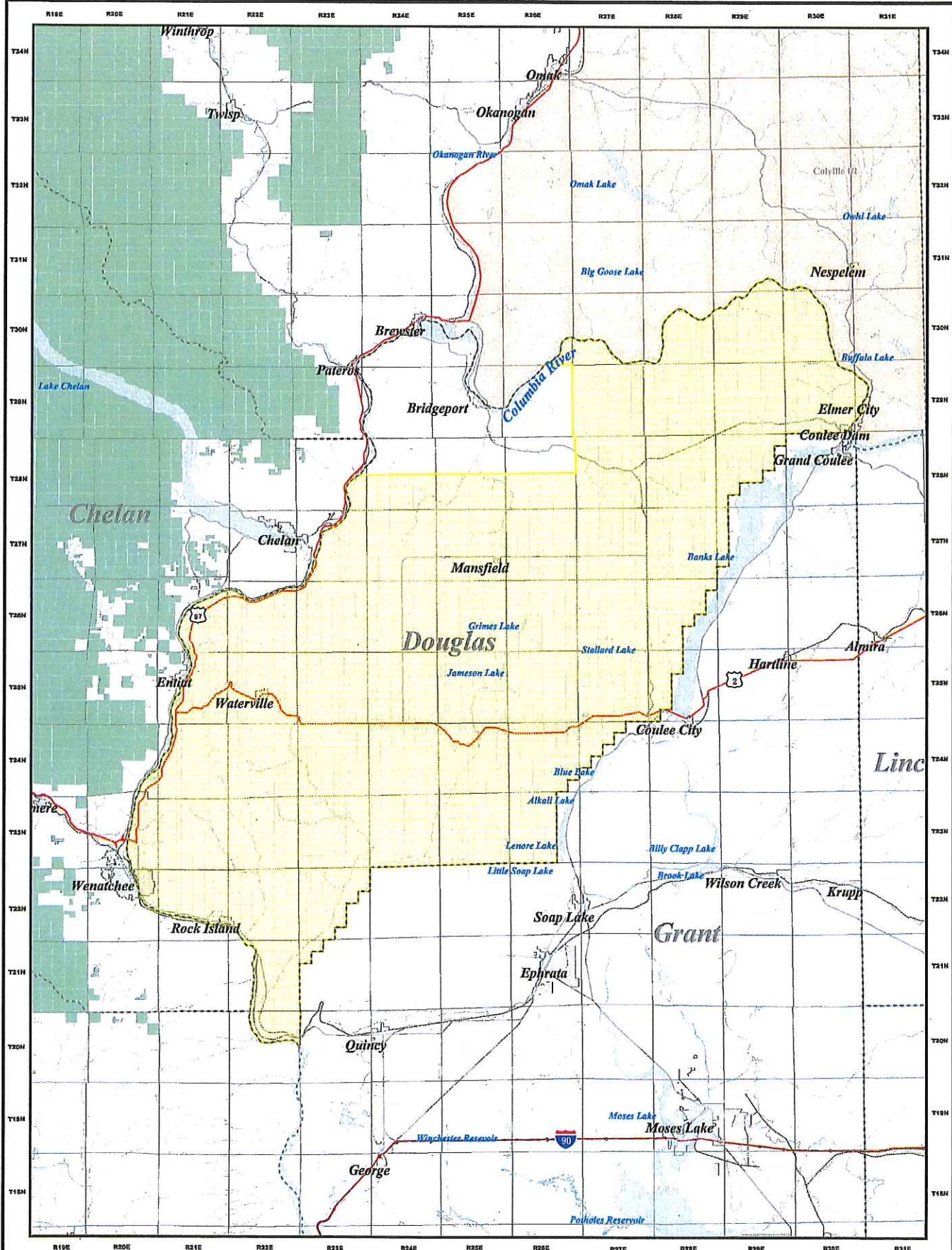
RTD238 Garbage and Refuse Collection Service
RTD237 Garbage and Refuse Collection Service

City
 County
 Waste Transfer
 Landfills
 U.S. Highway
 Lead Trucks

Utility Facilities
 National Forest
 National Park
 Indian Reservations
 Military Lands
 Other Lands

Prepared by: [Name]
 Date: [Date]





Map XI
Douglas County

UTILITIES AND TRANSPORTATION COMMISSION
WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY
 January 2005
 Waste Management of WA, Inc.
 Certificate: 0-000237

Legend
 Application No. GA-078234 Docket No. T0041965 Effective: 01-01-2005

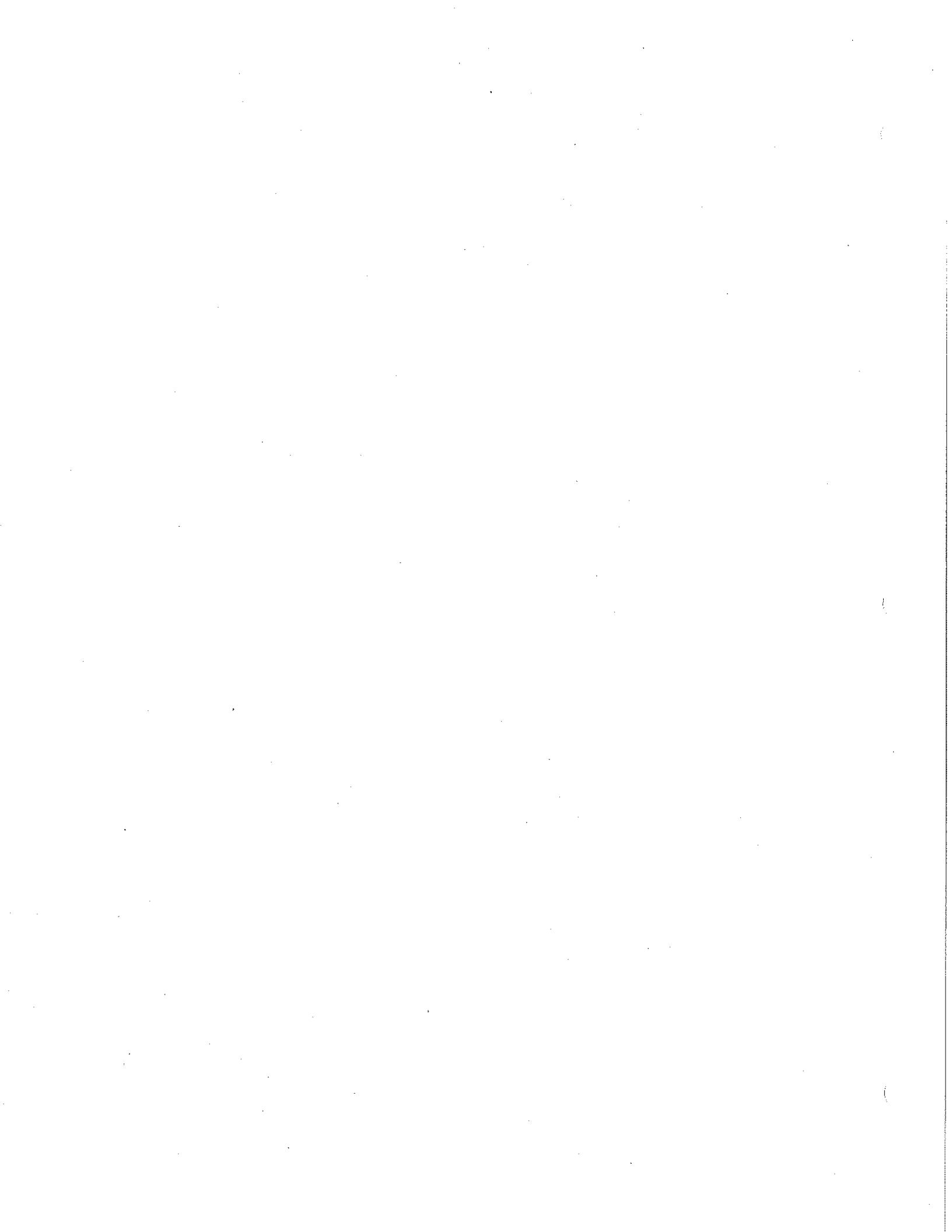
PR2421 Solid Waste Collection Service	County Lines	State Highway	National Forests
City	Township Lines	U.S. Highway	National Parks
Interstate Highway	Water (River, Creek)	National Antiquities	National Wildlife Refuge
Local Road	Water (Oxbow, Lake)	National American Lands	

Map used to create WA may vary slightly at a scale of 1:400,000. Use of this information for purposes not intended by the provider is strictly prohibited.

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Appendix G. Solid Waste Importation Ordinance



BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Ordinance Number: 01-124-ORD-01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY ESTABLISHING A PROCESS IN WHICH SOLID WASTE MAY BE IMPORTED INTO THE UNINCORPORATED AREAS OF DOUGLAS COUNTY.

WHEREAS, the Board of County Commissioners adopted solid waste importation guidelines on May 13th, 1997, and

WHEREAS, the Board of County Commissioners believe that the adopted solid waste importation guidelines should be upgraded to a Douglas County Ordinance in order to afford its citizens a higher level of control, and

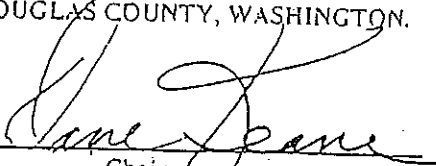
WHEREAS, the Board of County Commissioners held a public hearing on December 17th, 2001 to discuss the proposed *Douglas County Solid Waste Importation Ordinance*, and

WHEREAS, the Board of County Commissioners upon hearing the public's comments for or against the proposed *Douglas County Solid Waste Importation Ordinance*, now

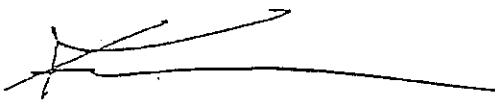
THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Douglas County hereby adopt the *Douglas County Solid Waste Importation Ordinance* hereto attached and if any section of this Ordinance or its application to any jurisdiction, agency, private corporation, individual, or other entity or circumstance is held invalid, the remainder of the Ordinance or the application of the section to the other jurisdiction, agency, private corporation, individual, or other entity or circumstance is not affected.

Adopted this 17th day of December, 2001, in regular session at the Douglas County Courthouse, Waterville, Washington.

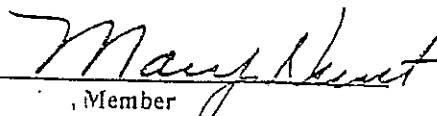
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON.



, Chair



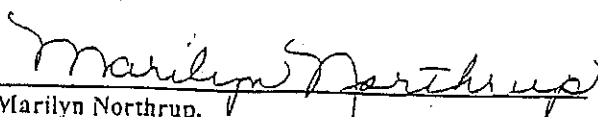
Vice-Chair



, Member



ATTEST:



Marilyn Northrup,
Clerk of the Board

DOUGLAS COUNTY SOLID WASTE IMPORTATION ORDINANCE
NUMBER 01-124 -ORD- 01

STATEMENT OF PURPOSE

It is the purpose of the *Douglas County Solid Waste Importation Ordinance* to identify, assess and mitigate any known adverse impacts to Douglas County's infrastructure, environment, economy, public health and safety and land use caused by any jurisdiction, agency, private corporation, individual, or other entity requesting to import solid waste into Douglas County, Washington. This ordinance is also used to verify that any importing jurisdiction, agency, private corporation, individual, or other entity meet the substantial equivalence requirements placed upon Douglas County citizens, agencies and businesses as a result of the implementation of the adopted *Douglas County Comprehensive Solid Waste Management Plan*, as required by state law. It is not the intent of the *Douglas County Solid Waste Importation Ordinance* to forbid importation of solid waste into Douglas County, but rather to establish a procedure by which any known adverse impacts caused by the importation of solid waste into Douglas County can be identified, assessed and mitigated, if necessary, prior to importation.

DEFINITIONS:

The *Douglas County Solid Waste Importation Ordinance* must be followed by all jurisdictions, agencies, private corporations, individuals, or other entities requesting to import solid waste into Douglas County, and includes, but may not be limited to the following:

Abandoned Vehicles:

Means any vehicle that meet three of the four criteria as defined by RCW 46.55.010(4)(a-d).

Agricultural Waste:

Means wastes on farms resulting from the production of agricultural products including but not limited to crop residue, manure, and carcasses of dead animals weighing each or collectively in excess of fifteen pounds.

Ashes:

Means the residue including any air pollution flue dusts from combustion or incineration of material including solid wastes.

Biosolids:

Means municipal sewage sludge that is a primarily organic, semisolid product resulting from the wastewater treatment process, that can be beneficially recycled and meets all applicable requirements under Chapter 173-308 WAC. Biosolids includes a material derived from biosolids and septic tank sludge, also known as septage, that can be beneficially recycled and meets all applicable requirements under Chapter 173-308 WAC.

Commercial Waste:

Means waste materials originating in wholesale, retail, institutional, or service establishments such as office buildings, stores, markets, theaters, hotels and warehouses.

Construction Waste:

Means waste materials resulting from the construction, remodeling, and repair of buildings and other structures.

Contaminated Dredge Spoils:

Means dredge spoils resulting from the dredging of surface waters where contaminants are present at concentrations not suitable for open water disposal levels, that are not clean dredge spoils.

Contaminated Soils:

Means soils that contain contaminants at concentrations which could degrade the quality of air, waters of the state, soils, or sediments; or pose a threat to the health of humans or other living organisms.

Dangerous Waste:

Means any solid waste designated as dangerous waste by the Department of Ecology under Chapter 173-303 WAC.

Demolition Waste:

Means solid waste, largely inert waste, resulting from the demolition or razing of buildings, roads, and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing paper, steel and minor amounts of other metals like copper. Plaster (i.e., sheet rock or plaster board) or any other material, other than wood, that is likely to produce gases or a leachate during the decomposition process and asbestos wastes are not considered to be demolition waste for the purpose of Chapter 173-304 WAC.

Food Waste:

Means food from residences, institutions, or commercial facilities, or unusable portions of fruit, animal, or vegetable material resulting from food production.

Garbage:

Means unwanted animal and vegetable wastes and animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, swill and carcasses of dead animals, and of such a character and proportion as to be capable of attracting or providing food for vectors, except sewage and sewage sludge.

Industrial Wastes:

Means waste by-products from manufacturing operations such as scraps, trimmings, packing, and other discarded materials not otherwise designated as dangerous waste under Chapter 173-303 WAC.

Inert Waste:

Means noncombustible, nondangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.

Institutional Waste:

Means waste materials originating in schools, hospitals, prisons, research institutions and other public buildings.

Land Clearing Debris:

Means leaves, grass, prunings, or stumps resulting from land clearing operations.

Medical Waste:

Means all the infectious and injurious waste originating from a medical, veterinary, or intermediate care facility.

Municipal Solid Waste:

Means a subset of solid waste which includes unsegregated garbage, refuse, and similar solid waste material discarded from residential, commercial, institutional and industrial sources and community activities, including residue after recyclables have been separated.

Problem Waste:

Means (a) soils removed during the cleanup of a remedial action site, or a dangerous waste site closure or other cleanup efforts and actions and which contain harmful substances but are not designated dangerous wastes, or (b) dredge spoils resulting from the dredging of surface waters of the state where contaminants are present in the dredge spoils at concentrations not suitable for open water disposal and the dredge spoils are not dangerous wastes and are not regulated by section 404 of the Federal Clean Water Act.

Putrescible Waste:

Means solid wastes which contain materials capable of being readily decomposed by micro-organisms, and which is likely to produce offensive odors.

Recyclable Materials:

Means those solid wastes that are separated for recycling or reuse, such as papers, metals, and glass, that are identified as recyclable material pursuant to a local comprehensive solid waste management plan.

Residual Waste:

Means the waste materials remaining after the processing, incineration, composting, or recycling of the material has been completed.

Rubbish:

Means waste material, refuse, broken matter, or trash.

Sewage Sludge:

Means solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment processes; and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated.

Solid Waste:

Means all putrescible and nonputrescible 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 dredge spoils, and recyclable materials.

Swill:

Means any animal or vegetable waste material, refuse, or garbage.

Universal Waste:

Means waste that include but may not be limited to, dangerous waste batteries, mercury-containing thermostats, and universal waste lamps generated by fully regulated dangerous waste generators or conditionally exempt small quantity generators.

Waste Tires:

Means tires that are no longer suitable for their intended purpose because of wear, damage, or defect. This includes tires that have been shredded, baled or otherwise processed from waste tires.

Wood Waste:

Means solid waste consisting of wood pieces or particles generated as a by-product or waste from the manufacturing of wood products, construction, demolition, handling and storage of raw materials, trees and stumps. This includes, but is not limited to sawdust, chips, shavings, bark, pulp, hogged fuel, and log sort yard waste, but does not include wood pieces or particles containing paint, bonding agents or chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenate.

Yard Debris:

Means plant material commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping or similar activities. Yard debris includes but is not limited to grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, and vegetable garden debris.

POTENTIAL ADVERSE IMPACTS IDENTIFIED WITH SOLID WASTE IMPORTATION

The following solid waste importation impacts have been identified by the Douglas County Board of Commissioners as having potential adverse impacts upon Douglas County:

- * Infrastructure (ie. roads, bridges, etc.)
- * Environment (ie. groundwater, soil contamination, air quality etc.)
- * Economic (ie. agricultural, commercial, etc.)
- * Public Health and Safety (ie. toxicity, vector attraction, nuisance, etc.)
- * Land Use (ie. shorelines, wetlands, wellhead protection, etc.)
- * Substantial Equivalence (ie. hazardous waste programs, small quantity generator programs, agri-waste programs, waste reduction and recycling programs, etc.)

PROCEDURE FOR IMPORTING SOLID WASTE INTO DOUGLAS COUNTY

Any jurisdiction, agency, private corporation, individual or other entity wishing to import solid waste into Douglas County must submit a formal Letter of Request to the Douglas County Board of Commissioners asking that their request for solid waste importation be reviewed. Only after the Douglas County Board of Commissioners has received a Letter of Request will the review and approval procedure begin. The Douglas County Board of Commissioners will review the information contained within the Letter of Request provided by the requesting jurisdiction, agency, private corporation, individual or entity with county staff and others. If it is determined by the Douglas County Board of Commissioners that sufficient information has been provided and that all known adverse impacts have been identified, assessed and mitigated the request may be approved.

LETTER OF REQUEST

Any jurisdiction, agency, private corporation, individual or other entity requesting to import solid waste into Douglas County must submit a Letter of Request to the Douglas County Board of Commissioners for their review and approval prior to importation. At a minimum the Letter of Request must contain the following information:

- * Identity of the requesting jurisdiction, agency, private corporation, individual, or entity;
- * Name, address and phone number of the designated contact person to be contacted if further information or clarification is needed;
- * Identity of what type of solid waste applicant wishes to import;
- * Identify where within Douglas County the solid waste will be specifically imported to;
- * Specify the anticipated volume of solid waste to be imported;
- * Specify the duration of the request to import;
- * Specify the frequency of importation during the duration period;
- * Specify the transportation method to be utilized to import;
- * Designate the haul routes to be utilized;
- * Provide a written statement from the Douglas County Engineer stating that all known adverse impacts to Douglas's infrastructure caused by the importation of solid waste into Douglas County have been identified and addressed;
- * Provide a written statement from the Chelan-Douglas Health District stating that all known adverse impacts to Douglas County's environment caused by the importation of solid waste into Douglas County have been identified and addressed;
- * Provide a written statement from Washington State University Douglas County Cooperative Extension stating that all known adverse impacts to Douglas County's established agricultural economy caused by the importation of solid waste into Douglas County have been researched and addressed;
- * Provide a written statement from the Chelan-Douglas Health District stating that all known adverse impacts to Douglas County's public health and safety caused by the importation of solid waste into Douglas County have been identified and addressed;

- * Provide a written statement from the Douglas Planning Director stating that all known adverse impacts to Douglas County's land use caused by the importation of solid waste into Douglas County have been identified and addressed;
- * Provide a written statement from the Douglas Solid Waste Program Director stating that the solid waste being imported by the jurisdiction, agency, private corporation, individual or entity meets the substantial equivalence requirements placed upon Douglas County citizens, agencies and businesses as a result of the implementation of the adopted *Douglas County Comprehensive Solid Waste Management Plan*;
- * Provide any other information the requesting jurisdiction, agency, private corporation, individual or entity would like to present to the Douglas County Board of Commissioners which may assist them in their review.

CRITERIA USED TO ASSESS REQUESTS FOR SOLID WASTE IMPORTATION

All solid waste importation requests will be reviewed by the Douglas County Board of Commissioners using the following criteria:

- * Does the request conform to all applicable federal and state laws, regulations, rules, guidelines, agreements, etc.;
- * Does the request conform to all local ordinances, regulations, codes, policies, guidelines, agreements, etc.;
- * Does the request conform to all Douglas County plans, permits, procedures, standards, conditions etc.;
- * Does the request conform to the adopted *Douglas County Comprehensive Solid Waste Management Plan*;
- * Does the request pose a risk to Douglas County's infrastructure;
- * Does the request pose a risk to Douglas County's environment;
- * Does the request pose a risk to Douglas County's established agricultural economy;
- * Does the request pose a risk to Douglas County's public health and safety;
- * Does the request pose a risk to Douglas County's land use;
- * Does the request meet the substantial equivalence requirements placed upon Douglas County citizens, agencies and businesses as a result of the implementation of the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

CONFORMANCE WITH IMPORTATION ORDINANCE

It is not required of any jurisdiction, agency, private corporation, individual or other entity to conform to the *Douglas County Solid Waste Importation Ordinance* if they were importing solid waste into Douglas County prior to May 13th, 1997. The Douglas County Board of Commissioners would however ask that those jurisdictions, agencies, private corporations, individuals or other entities submit a Letter of Request to them as a courtesy so that Douglas County will have a complete record of all solid waste importation occurring within Douglas County.

Any jurisdiction, agency, private corporation, individual or other entity that is requesting to commence importing solid waste into Douglas County after May 13th, 1997 or has altered, amended, increased or added importing quantities or locations since May 13th, 1997, are required to conform to the *Douglas County Solid Waste Importation Ordinance* and must submit a Letter of Request to the Douglas County Board of Commissioners to commence or continue to import solid waste into Douglas County.

EXEMPTION TO THE IMPORTATION ORDINANCE

In its sole discretion the Douglas County Board of Commissioners may grant an exemption to any jurisdiction, agency, private corporation, individual or other entity that has entered into a separate and legally binding agreement with Douglas County. This written agreement shall, at a minimum, identify, assess and mitigate any known adverse impacts to Douglas County's infrastructure, environment, economy, public health and safety and land use. In addition, any exemption must meet the substantial equivalence imposed upon the citizens, agencies and businesses of Douglas County as a result of the implementation of the adopted *Douglas County Comprehensive Solid Waste Management Plan*. The proposed agreement shall be submitted to and reviewed by the:

- * Douglas County Prosecuting Attorney;
- * Douglas County Engineer;
- * Douglas County Planning Director;
- * Douglas County Solid Waste Program Director;
- * Chelan-Douglas Health District; and the
- * Washington State University Douglas County Cooperative Extension Office.

Once the proposed agreement has been reviewed and approved by the above mentioned individuals and agencies, the Douglas County Board of Commissioners shall hold a public hearing on the proposed agreement and allow the citizens of Douglas County fifteen (15) calendar days to comment upon the proposed requested exemption. At the conclusion of the public hearing and public comment period, the Douglas County Board of Commissioners may, in its sole discretion, exempt the requesting jurisdiction, agency, private corporation, individual or other entity from the *Douglas County Solid Waste Importation Ordinance* by entering into a written agreement.

APPEALS

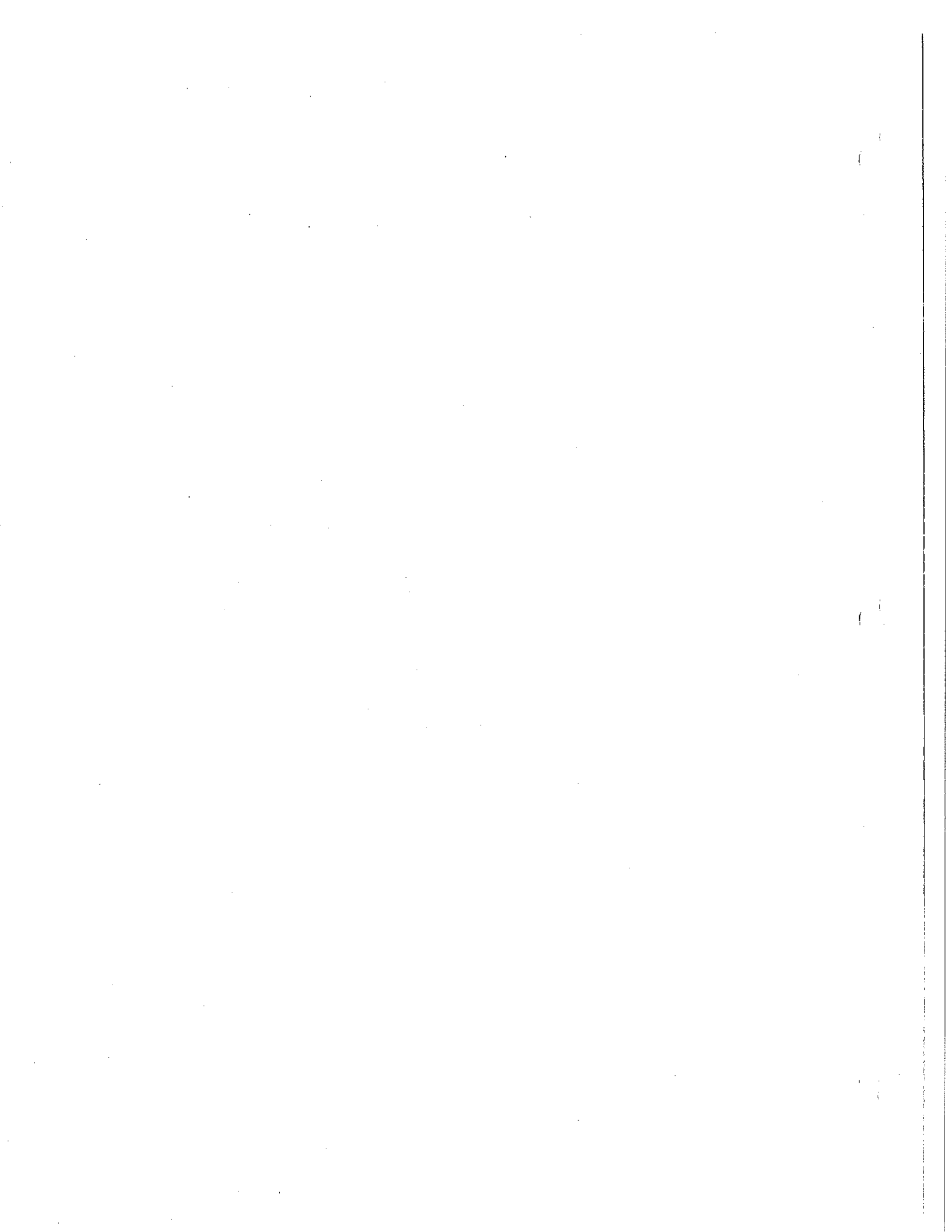
Rejection of a proposed agreement by the Douglas County Board of Commissioners with respect to a request for an exemption from the *Douglas County Solid Waste Importation Ordinance* shall be final. Any requesting jurisdiction, agency, private corporation, individual or other entity that has had its request for an exemption rejected by the Douglas County Board of Commissioners may either withdraw the request to import solid waste into Douglas County, or conform to the *Douglas County Solid Waste Importation Ordinance* using the Letter of Request procedure outlined above.

Acceptance of a written agreement by the Douglas County Board of Commissioners with respect to a request for an exemption from the *Douglas County Solid Waste Importation Ordinance* shall be final, though subject to appeal. Any citizen, agency or business that is aggrieved by the Douglas County Board of Commissioners decision to enter into a written agreement to exempt any jurisdiction, agency, private corporation, individual or other entity from the *Douglas County Solid Waste Importation Ordinance* may appeal to the Douglas County Superior Court. All appeals must be made in writing to the Douglas County Superior Court and served on all necessary parties within twenty-one (21) calendar days after the date of issuance of the notice of final decision.

Notice of appeal and any other pleadings required to be filed with the Douglas County Superior Court shall be served on the Douglas County Prosecuting Attorney and the Douglas County Board of Commissioners within the twenty-one (21) calendar day time period.

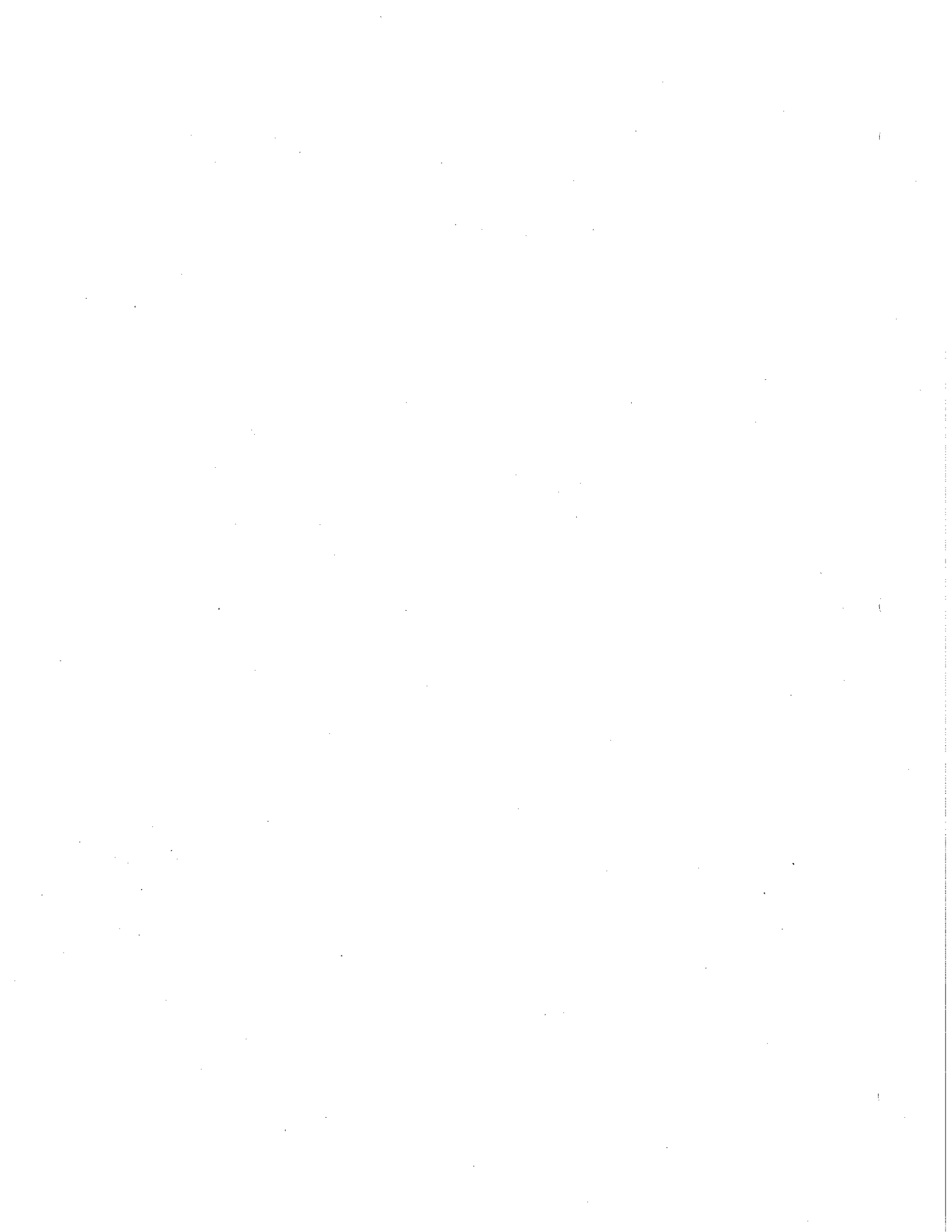
The notice of appeal shall contain a concise statement identifying:

- * The decision being appealed;
- * The name and address of the appellant and his/her interest(s) in the appeal;
- * The special reasons why the appellant believes the decision to be erroneous, including identification of each finding of fact, each conclusion, and each condition or action ordered which the appellant alleges is erroneous. The appellant shall have the burden of proving the decision is erroneous.
- * The specific relief sought by the appellant.





Appendix H. Host Agreement



DOUGLAS COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

Resolution: C.E. 04 - 75.

**A RESOLUTION ENTERING INTO A VOLUNTARY SOLID WASTE DISPOSAL HOST AGREEMENT
BETWEEN DOUGLAS COUNTY, AND WASTE MANAGEMENT OF WASHINGTON, INC.**

WHEREAS, the Board of County Commissioners of Douglas County recognize that Waste Management of Washington, Inc. has the right to operate, develop and expand its privately owned landfill, located within Douglas County, and

WHEREAS, Waste Management of Washington, Inc. is willing to voluntarily enter into an agreement to contribute financially to mitigate environmental and infrastructure impacts to Douglas County caused by the operation and expansion of the Greater Wenatchee Regional Landfill and Recycling Facility located within Douglas County, and

WHEREAS, the *Solid Waste Disposal Host Agreement* contains provisions for the permitting, environmental review, compliance, waste importation, waste volumes, solid waste reporting, title to waste, community relations, agreement fees, indemnification, insurance, designated haul routes, closure and post closure, notices, corrective action and disputes, financial assurance, and assignment which are beneficial to both parties, and

WHEREAS, both parties have agreed that the *Solid Waste Disposal Host Agreement* shall be effective upon being signed by the authorized representative(s) of Waste Management of Washington, Inc. and by the Douglas County Board of County Commissioners, and

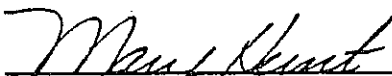
WHEREAS, Waste Management of Washington, Inc. authorized representative(s) have already signed the attached *Solid Waste Disposal Host Agreement*, now

THEREFORE BE IT RESOLVED, that the Douglas County Board of Commissioners agree to enter into the *Solid Waste Disposal Host Agreement* attach hereto.


Dated this 28th day of July, 2004 in regular session at the Douglas County Courthouse, Waterville, Washington.




BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON.



Mary Hunt, Chair

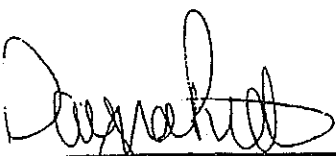


Dane Keane, Vice Chair



Ken Stanton, Member

ATTEST:



Dayna Frewitt,
Clerk of the Board

1 1.02 "Alternative Daily Cover" means material approved by the Health District for
2 placement on the surface of the active face of the LANDFILL at the end of each
3 operating day to control vectors, fires, odors, blowing litter, and scavenging.
4

5 1.03 "Comprehensive Solid Waste Management Plan" means the *Douglas County*
6 *Comprehensive Solid Waste Management Plan* adopted in accordance with Chapter
7 70.95 RCW.
8

9 1.04 "DOE" means the Washington State Department of Ecology.
10

11 1.05 "Designated Haul Routes" means the specific county roadways designated by
12 the COUNTY for the hauling of Solid Waste to and from the LANDFILL.
13

14 1.06 "Haulers" means those persons or entities performing Solid Waste collection
15 under the authority of a certificate of convenience and necessity from the WUTC or
16 municipal contract, and any other person or entity commercially collecting and
17 transporting Solid Waste for disposal at the LANDFILL.
18

19 1.07 "Hazardous Waste" means all Hazardous Waste as defined within RCW
20 70.105.010 as it now exists or may hereafter be amended.
21

22 1.08 "Health District" means the Chelan-Douglas Health District or any successor
23 health department with jurisdiction over the LANDFILL located within the COUNTY.
24

25 1.09 "Household Hazardous Waste" means any Solid Waste as defined by WAC 173-
26 350-100 as it now exists or may hereafter be amended.
27

28 1.10 "Imported Waste" means all Acceptable Waste which is known to WM to have
29 originated from outside Douglas County.
30

31 1.11 "In-County Waste" means all Acceptable Waste which is known to WM to have
32 originated from within the incorporated and unincorporated areas of Douglas County.
33

34 1.12 "Municipal Solid Waste" means all Solid Waste as defined within WAC 173-350-
35 100 as it now exists or may hereafter be amended.
36

37 11.3 "Municipal Solid Waste Land Fill Permit" means a permit issued by the Health
38 District, or any other legally-authorized "jurisdictional health department" as defined
39 within WAC 173-351-700 as it now exists or may hereafter be amended.
40

41 1.14 "Person" or "Persons" means, without limitation, any individual, firm, corporation,
42 association, partnership, consortium, joint venture, entity, government agency, or unity
43 of government.
44

45 1.15 "Posted Gate Rate" means the disposal fee charged by the LANDFILL for
6 Acceptable Waste delivered by Persons operating in normal course of business,

1 excluding all taxes, fees, or other surcharges imposed by any federal, state, county, or
2 local government or agency.

3
4 1.16 "Recyclable Materials" means those Solid Wastes that are separated for
5 recycling or reuse, including, but not limited to, paper, metals, and glass, that are
6 identified as recyclable materials pursuant to a local comprehensive solid waste plan.

7
8 1.17 "SEPA" means the State Environmental Policy Act, Chapter 43.21C RCW as it
9 now exists or may hereafter be amended.

10
11 1.18 "Solid Waste" means any and all Solid Waste as defined within RCW 70.95.030
12 as it now exists or may hereafter be amended.

13
14 1.19 "Unacceptable Waste" means any and all Solid Waste that is:

15
16 (a) Prohibited from disposal at the LANDFILL by state or federal law,
17 regulations, rule, code, permit, or permit condition, or by jurisdictional health
18 authority; or

19 (b) Hazardous Waste.

20
21 1.20 "Waste" means Acceptable Waste, as the latter term is defined herein unless
22 indicated otherwise.

23
24 1.21 "WUTC" means the Washington Utilities and Transportation Commission, or any
25 successor agency.

26
27 **ARTICLE II - THE AGREEMENT DOCUMENTS**

28
29 This AGREEMENT consists of the following documents: this AGREEMENT, all
30 appendices attached to this AGREEMENT, and all other documents, terms and
31 provisions which are incorporated by reference within this AGREEMENT.

32
33 **ARTICLE III - PURPOSE**

34
35 The purpose of this AGREEMENT is to provide an agreement for the current and future
36 operation, development and expansion of the LANDFILL in a manner that is beneficial
37 to both the COUNTY and WM.

38
39 **ARTICLE IV - TERM OF AGREEMENT**

40
41 4.01 This AGREEMENT shall be effective only upon being signed by the authorized
42 representative(s) of WM and by the COUNTY'S Board of County Commissioners, and
43 upon such executed AGREEMENT being delivered by the COUNTY to WM (the
44 "Effective Date").
45

1 4.02 The initial term of this AGREEMENT shall be twenty (20) years from the Effective
2 Date. Thereafter, this AGREEMENT shall automatically be renewed for additional
3 terms of ten (10) years each under the terms and conditions set forth in this
4 AGREEMENT for so long as the LANDFILL is accepting Waste and has remaining
5 capacity; provided, however, that if any conditions of the CUP which are imposed on
6 the LANDFILL by the COUNTY or provisions of the *Comprehensive Solid Waste*
7 *Management Plan* substantially change and cause a material increase in costs and/or
8 expenses of operating the LANDFILL, then WM may have the option to renegotiate the
9 terms and conditions of this AGREEMENT.

10
11 4.03 This AGREEMENT shall constitute an encumbrance upon the real property
12 comprising the LANDFILL, which is described in Appendix A attached hereto and
13 incorporated by this reference. This AGREEMENT shall run with the land identified
14 within Appendix A. The PARTIES agree that a summary of this AGREEMENT shall be
15 recorded with the Douglas County Auditor for the purpose of making this AGREEMENT
16 a matter of record title.

17 18 **ARTICLE V - PERMITTING, ENVIRONMENTAL REVIEW AND COMPLIANCE**

19
20 5.01 Conditional Use Permit. Expansion of the LANDFILL requires issuance of a
21 CUP by the COUNTY. The COUNTY agrees, to the extent permitted by Douglas
22 County Code Title 14, SEPA and any other applicable procedural laws and regulations,
23 to expedite the CUP review. The COUNTY does not guarantee success of the permit
24 application and/or the issuance of an affirmative notice of action, but believes the
25 expansion of the LANDFILL is in the best interests of the County in accordance with its
26 land use and solid waste policies.

27
28 5.02 Environmental Review. Pursuant to WAC 197-11-932, the COUNTY is the Lead
29 Agency and the Douglas County Land Services Director is the Responsible Official
30 under the provisions of SEPA. As part of the application process for a CUP for
31 expansion of the LANDFILL and in order to ensure compliance with SEPA for all
32 nonexempt licenses and approvals required for development and operation of the
33 LANDFILL, an "environmental impact statement" shall be prepared to provide an
34 impartial discussion of probable significant adverse environmental impacts and inform
35 decision makers and the public of reasonable alternatives, including mitigation measures,
36 that would avoid or minimize adverse impacts or enhance environmental quality.

37
38 5.03 Environmental Procedures. In order to ensure full project review and SEPA
39 compliance, the PARTIES will comply with all terms and conditions set forth in the
40 Permitting Agreement, attached as Appendix B and incorporated herein by this reference.

41
42 5.04 Health District Permit. Expansion of the LANDFILL shall require issuance of a
43 Municipal Solid Waste Landfill Permit by the Health District. The Health District is an
44 independent permitting agency with jurisdiction over the Municipal Solid Waste Landfill
45 Permit. The Parties shall use their best efforts to consolidate the Health District's permit
review with the COUNTY'S land use process and agree to cooperate in good faith with

1 each other and with the Health District to ensure that SEPA compliance and hearing
2 procedures are conducted in a manner satisfactory to the Health District.

3
4 5.05 Other Permits, Licenses and Authority. WM shall obtain, maintain, and pay for
5 all permits, licenses, certificates, inspection fees and surcharges, and other approvals
6 required by law, both temporary and permanent.

7
8 5.06 Comprehensive Solid Waste Management Plan. The COUNTY shall make good
9 faith effort to insure the other cities and towns within the County and the citizens of the
10 COUNTY acknowledge the regional benefit of the LANDFILL and its significance to the
11 *Comprehensive Solid Waste Management Plan.*

12
13 5.07 Compliance. WM shall fully comply with this AGREEMENT and all terms and
14 conditions of all permits, licenses, laws and regulations applicable to the LANDFILL
15 operations. WM shall pay all fines or civil penalties that may be imposed by any
16 regulatory agency for violations of permits, licenses, laws and/or regulations. The
17 COUNTY shall not be liable for and shall not reimburse WM for payment of any such
18 fines or civil penalties. WM reserves the right to contest any such fines or civil penalties.

19 20 **ARTICLE VI – WASTE IMPORTATION**

21
22 6.01 WM shall make good faith effort to ensure that Imported Waste accepted for
23 disposal at the LANDFILL, that is residential and/or commercial Municipal Solid Waste,
24 is from source jurisdictions which meet the following standards:

- 25
26 (a) The source jurisdiction must have a current DOE adopted solid waste
27 management plan as defined pursuant to Chapter 70.95 RCW as it now exists
28 or may hereafter be amended or a substantially similar waste reduction and
29 recycling plan; or
30 (b) The source jurisdiction must have implemented solid waste programs which
31 include waste reduction and recycling elements that are substantially
32 equivalent to the programs implemented by the COUNTY and which are
33 contained within its adopted *Comprehensive Solid Waste Management Plan.*

34
35 6.02 All Imported Waste shall be subject to and comply with the *Douglas County*
36 *Universal Agricultural Pest Protocol Procedures* attached hereto as Appendix C and
37 incorporated herein by this reference, which set forth a process for establishing
38 operational standards to prevent the accidental importation of agricultural pests into
39 Douglas County through the importation of Solid Waste; provided, however, that the
40 PARTIES may agree to utilize other procedures for development and approval of
41 operational standards during the Term of this Agreement.

42
43 6.03 The COUNTY shall be solely responsible for determining whether a source
44 jurisdiction satisfies the importation standards set forth above, which determination
45 shall be reasonable and expeditiously made, and shall inform WM of its determination
46 as soon as practical in writing. Once a written determination has been received by WM,

1 WM may assume Imported Waste from that source jurisdiction qualifies for disposal at
2 the LANDFILL until informed otherwise by the COUNTY.
3

4 6.04 WM shall undertake commercially reasonable efforts to determine the origin of
5 Imported Waste received for disposal at the LANDFILL. Examples of commercially
6 reasonable efforts include, but are not limited to:
7

- 8 (a) Questioning Persons upon arrival at the LANDFILL;
- 9 (b) Use of information provided by Persons on waste profile sheets or
10 equivalent forms;
- 11 (c) Reference to billing addresses.
12

13 **ARTICLE VII - WM BASIC RESPONSIBILITIES** 14

15 7.01 WM shall operate the LANDFILL in accordance with this AGREEMENT and all
16 terms and conditions of all permits, licenses, laws and regulations applicable to the
17 LANDFILL. In the event of conflicts in operation requirements, precedence shall be in
18 accordance with Section 19.01.
19

20 7.02 WM shall obtain and maintain all required permits and approvals for the
21 LANDFILL operations and construction activities.
22

23 7.03 WM shall mitigate all probable significant adverse environmental and
24 infrastructure impacts of the LANDFILL operations as identified during the CUP and
25 SEPA review process.
26

27 7.04 WM shall be solely responsible for all LANDFILL operations and maintenance
28 requirements and activities.
29

30 7.05 WM shall be solely responsible for all the LANDFILL closure and post-closure
31 requirements and activities.
32

33 7.06 WM shall be solely responsible for all the LANDFILL financial assurance
34 requirements and activities.
35

36 7.07 WM shall pay all AGREEMENT fees, all federal, state and local taxes, and all
37 other fees and taxes imposed on WM in connection with LANDFILL ownership and
38 operations; provided, however, that WM shall only be responsible for only new County
39 taxes or fees enacted or adopted after the Effective Date of this AGREEMENT which
40 are applicable to businesses or real property generally, and not for those which are
41 applicable only to the solid waste disposal business or the Landfill property specifically.
42

43 7.08 WM shall not knowingly accept Hazardous Waste, other than incidental
44 Household Hazardous Waste. WM shall not knowingly store or treat Hazardous Waste,
45 other than Hazardous Waste incidental to WM operations, except as necessary to
6 comply with this AGREEMENT.

1 AGREEMENT from per ton to per cubic yard or any other different
2 standard, then the PARTIES shall negotiate in good faith to agree upon an
3 alternative method for payment of the fees contemplated under this Article.
4

5 9.02 Excluded Volume. For purposes of calculating any fees that are assessed
6 based upon tonnage or volume of Acceptable Waste, the following types of Acceptable
7 Waste shall not be included in such calculations:
8

- 9 (a) Acceptable Wastes approved by the Health District for placement on the
10 surface of the active face of the LANDFILL at the end of each operating
11 day as an Alternate Daily Cover. Alternative Daily Cover may include, but
12 is not limited to, petroleum-contaminated soils, contaminated sediment
13 sludge, and ash and cement kiln dust;
14 (b) Acceptable Wastes that are initially weighed at the LANDFILL but are
15 subsequently rejected for disposal at the LANDFILL and that have never
16 been disposed of at the LANDFILL;
17 (c) Recyclable Materials that are received, weighed, stored, or processed at
18 the LANDFILL but subsequently transported from the LANDFILL;
19 (d) Acceptable Wastes that is or will be used as an effective substitute for
20 natural or commercial products, in a manner that does not pose a threat to
21 human health or the environment. For example, pulverized rubber or glass
22 cullet used for road construction and other similar materials used for the
23 construction, maintenance, or repair of the LANDFILL or any of its related
24 facilities, such as roads, drainage features, buildings, or other facilities
25 associated with the LANDFILL'S operations at the LANDFILL shall be
26 considered Excluded Volumes.
27

28 9.03 Procedure for Crediting Fees. In the event that WM erroneously pays the
29 COUNTY fees that are assessed based upon tonnage or volume for Acceptable Waste
30 or purported Acceptable Waste or other materials contained in any load delivered to the
31 LANDFILL that is later determined to be Excluded Volumes, WM may propose a
32 deduction of the amount that was erroneously paid from the next payment due and
33 shall provide an itemized statement of such Excluded Volumes to the COUNTY prior to
34 the payment submittal.
35

36 ARTICLE X – SOLID WASTE REPORTING

37

38 10.01 Reporting System. WM shall maintain a Solid Waste reporting system that
39 accounts for volumes of all Solid Waste accepted by the LANDFILL. The COUNTY
40 shall have the right to inspect and copy all such Solid Waste reporting records and
41 documents, to interview any persons, and to review any other evidence in WM'S
42 possession or control which may assist the COUNTY in auditing volumes of Solid
43 Waste handled at the LANDFILL for purposes of verifying performance by WM of its
44 obligations under this AGREEMENT; provided, however, if WM reasonably believes
45 any documents requested by the County contain information which is confidential or
that would undermine WM'S ability to be competitive, WM shall notify the COUNTY and

1 the PARTIES shall determine an alternative means of satisfying the COUNTY'S
2 request. In any case, the COUNTY shall maintain confidentiality of all information as
3 provided under Chapter 42.17 RCW.
4

5 10.02 Annual Solid Waste Report. WM shall submit an Annual Solid Waste Report for
6 the previous calendar year to the COUNTY by April 1 of each year, as required to
7 comply with the *Comprehensive Solid Waste Management Plan*.
8

9 10.03 Health District Annual Report. WM shall submit an Annual Report for Municipal
10 Solid Waste Landfill Classification for the previous calendar year to the COUNTY by
11 April 1 of each year, on forms supplied by the Health District.
12

13 10.04 Aerial Photograph and Survey. WM shall also provide, with the Annual Solid
14 Waste Report, a current LANDFILL aerial photograph or current LANDFILL site
15 topographical survey to the COUNTY.
16

17 10.05 Notice of Noncompliance. WM shall also provide to the COUNTY a report of any
18 outstanding notices of noncompliance, administrative orders, or other enforcement
19 actions issued by any federal, state or local administrative agency with jurisdiction
20 regarding any alleged noncompliance with the LANDFILL'S operating permits,
21 approvals and other regulatory requirements for the prior calendar year.
22

23 10.06 Communication. The PARTIES will make good faith efforts to respond to the
24 reasonable requests for information and assistance, and to communicate on a regular
25 basis regarding information relevant to the performance of this AGREEMENT, including
26 but not limited to anticipated substantial changes in regular Acceptable Waste volumes,
27 long-term disposal contracts, Excluded Volumes and any other similar informational
28 matters.
29

30 ARTICLE XI - TITLE TO WASTE

31
32 11.01 Except as provided in this AGREEMENT, title to any and all Acceptable Waste
33 shall pass to WM upon receipt by WM at the LANDFILL.
34

35 11.02 WM shall establish procedures, consistent with the best management practices
36 of the solid waste disposal industry, for identification of Unacceptable Wastes as soon
37 as possible following delivery to the LANDFILL and for WM'S handling of Unacceptable
38 Waste.
39

40 11.03 Upon revocation of acceptance and removal from the LANDFILL, WM will be
41 entitled to a credit for fees due or paid under Article IX with respect to such Excluded
42 Volume.
43

1
2
3 **ARTICLE XII - COMMUNITY RELATIONS**

4 12.01 Local Hiring. To the extent permitted by law, WM shall use its reasonable best
5 efforts to recruit, train, and hire Douglas County residents for employee positions.
6 Efforts to recruit and hire Douglas County residents shall include publishing
7 employment advertisements in newspapers having a general circulation serving
8 Douglas County.

9 12.02 Local Purchasing. Where commercially reasonable and permitted by WM's
10 current contractual obligations and the law, WM shall purchase goods and services
11 from businesses located within Douglas County.

12
13 12.03 Local Office. WM shall maintain an office with regular office hours at the
14 LANDFILL or at another location within Douglas County. WM shall provide for records
15 of and the prompt and efficient handling of all inquiries, claims or complaints by
16 COUNTY residents or other Persons arising out of the activities of WM under this
17 AGREEMENT.

18
19 12.04 Scholarship Fund. For so long as the LANDFILL accepts Solid Waste, WM shall
20 fund a scholarship program for students who are Douglas County residents graduating
21 from high school and who are or will be engaged in college studies in environmental
22 sciences and/or environmental engineering. Quarterly funding shall be equal to Two
23 Cents (\$0.02) per Ton of Acceptable Waste actually disposed at the LANDFILL, but not
24 less than One Thousand Dollars (\$1,000.00) per calendar year. The scholarship fund
25 shall be held, invested and administered by the Greater Wenatchee Community
26 Foundation as it now exists or any like successor organization as may hereafter be
27 created in its place. Scholarships shall be awarded upon consideration of both financial
28 need and merit. Scholarship Funds shall accumulate in the scholarship fund to the
29 extent such funds are not awarded.

30
31 **ARTICLE XIII - AGREEMENT FEES**

32
33 13.01 Initial Fee. Upon WM filing a CUP application for the expansion of the
34 LANDFILL, WM shall pay the COUNTY a one-time fee of Twenty-Five Thousand
35 dollars (\$25,000). This fee is in addition to any permitting fees and costs to be paid or
36 reimbursed by WM.

37
38 13.02 Operating Fees. Upon issuance of a Municipal Solid Waste Land Fill Permit by
39 the Health District that expands sources of Solid Waste from current geographical
40 restrictions and delivery of such Solid Waste to the LANDFILL, WM shall pay the
41 COUNTY the following Operating Fees, as may be adjusted pursuant to Section 13.05:

- 42
43 (a) Compliance and Enforcement Fee. WM shall pay the COUNTY, on a
44 quarterly basis, the Compliance and Enforcement Fee in the amount of
45 Five Cents (\$0.05) per Ton of Acceptable Waste actually disposed of at
46 the LANDFILL during the preceding Calendar Quarter. The Compliance

1 and Enforcement Fee shall be used by the COUNTY for the compliance,
2 enforcement and abatement of "junk" related zoning violations within the
3 COUNTY.
4

5 (b) Solid Waste Fee. WM shall pay the COUNTY, on a quarterly basis, a
6 Solid Waste Fee in the amount of Thirty-Six Cents (\$0.36) per Ton of
7 Acceptable Waste actually disposed of at the LANDFILL during the
8 preceding Calendar Quarter. The Solid Waste Fee shall be used by the
9 COUNTY for the implementation of the Countywide Solid Waste Program.
10

11 (c) Road Maintenance Fee. WM shall pay the COUNTY, on a quarterly basis,
12 a Road Maintenance Fee in the amount of Forty-Two Cents (\$0.42) per
13 Ton of Acceptable Waste actually disposed of at the LANDFILL during the
14 preceding Calendar Quarter. The Road Maintenance Fee shall be used
15 for repairs, maintenance and improvements of the COUNTY roads used
16 as Designated Haul Routes and for mitigation of ongoing, cumulative
17 impacts associated with traffic delivering Imported Waste to the
18 LANDFILL. The Road Maintenance Fee is not intended to pay for initial
19 mitigation of traffic impacts under the CUP that may require road and/or
20 intersection construction, realignment, improvement and/or signalization.
21

22 13.03 Other Fees. The COUNTY may, but is not required to, negotiate an agreement
23 with any other source jurisdiction, for disposing of Acceptable Waste at the LANDFILL,
24 upon consulting with and approval of WM on the price offered for disposal at the
25 LANDFILL. So long as such agreements are for terms of five (5) years or greater, or for
26 a single disposal project of ten thousand (10,000) tons or more of Acceptable Waste,
27 WM shall remit to the COUNTY an additional payment of Ten Cents (\$0.10) per Ton.
28

29 13.04 Payment. The Operating Fees shall be paid quarterly within thirty (30) days after
30 the last day of each Calendar Quarter. Payment shall be accompanied by a written
31 statement of the tons of Acceptable Waste received by the LANDFILL during the
32 Calendar Quarter for which such payment is remitted. Late payments shall be subject
33 to a Five Percent (5%) late payment penalty.
34

35 13.05 Adjustments in Operating Fees. The Operating Fees shall be adjusted as
36 provided herein to reflect any increase or decrease in the actual Posted Gate Rate that
37 is made following issuance of a Municipal Solid Waste Land Fill Permit by the Health
38 District that expands sources of Solid Waste from current geographical restrictions.
39 The adjusted Operating Fee shall be calculated by multiplying the Operating Fee times
40 the quotient of the new Posted Gate Rate divided by the existing Posted Gate Rate.
41 Such adjustments in the Operating Fee shall be made effective at the same time that
42 the change in the Posted Gate Rate is effective.
43

44 13.06 Waiver of Fees. The Douglas County Board of Commissioners may, in its sole
45 and absolute discretion, waive any and all of the Operating Fees and the contribution to
46 Scholarship Funding provided under Section 12.04 for any reason, including if an

1 emergency or major disaster is determined to have occurred by the President of the
2 United States pursuant to the authority provided in *The Robert T. Stafford Disaster*
3 *Relief and Emergency Assistance Act, as Amended*, 42 U.S.C 5121, et seq.
4

5 13.07 Non-Waiver of Permit Fees. Nothing in this Article shall impair or restrict the
6 COUNTY'S enforcement or collection of fees for COUNTY permits or other approvals
7 applied for by WM, or costs incurred during environmental review, consistent with the
8 terms of the Permitting Agreement.
9

10 **ARTICLE XIV - INDEMNIFICATION**

11
12 14.01 WM shall at all times indemnify, defend and hold harmless the COUNTY, its
13 elected officials, officers, employees, agents and representatives from and against any
14 and all third-party claims, losses, damages, costs, charges, expenses, administrative
15 actions, judgments and other liabilities, directly or indirectly resulting from, arising out
16 of, or related to:
17

- 18 (a) Performance or non-performance of any provision or requirement of this
19 AGREEMENT by WM, its officers, employees, agents, representatives or
20 contractors;
- 21 (b) Any act or omission of WM, its officers, employees, agents,
22 representatives or contractors;
- 23 (c) The failure of WM, its officers, employees, agents, representatives or
24 contractors to comply, in any respect, with the provisions and requirements
25 of all applicable permits and approvals and all applicable federal, state and
26 local laws and regulations regarding the LANDFILL ownership and
27 operations; and
- 28 (d) Any environmental release or emission or threatened release or emission,
29 at, onto, into, above, under, through or from the LANDFILL.
30

31 The extent of WM'S liability under this Section shall not exceed the amount of WM'S
32 proportionate share of fault.
33

34 14.02 The indemnitee must provide written notice to the indemnitor of the occurrence
35 of events giving rise to the indemnification obligations hereunder within thirty (30) days
36 after the indemnitee knows or should have known of such events. The indemnitee shall
37 cooperate in the defense of any such claim, whether involving a lawsuit or otherwise.
38 The indemnitee shall have the right to approve counsel chosen by the indemnitor, which
39 approval shall not be unreasonably withheld.
40

41 14.03 The COUNTY shall have the sole and exclusive discretion to appear or not
42 appear in defense of any claims arising out of this AGREEMENT. If the COUNTY
43 chooses not to appear, then WM shall have the sole right to contest, defend, litigate or
44 settle claims tendered provided that at least ten (10) days written notice of intention to
45 settle is given to the COUNTY.

1 14.04 The COUNTY does not under this Article waive or surrender any indemnity
2 available under any federal or state law. This Article shall survive termination or
3 expiration of this Agreement.
4

5 **ARTICLE XV - INSURANCE** 6

7 15.01 If WM should obtain and maintain insurance coverage from a captive insurance
8 company then WM must provide the following types of coverage with limits that are
9 required by appropriate regulatory agencies or the following, whichever are greater:
10

- 11 (a) Commercial General Liability. Covering bodily injury and property
12 damage.
13 \$5,000,000 combined single limit per occurrence
- 14 (b) Pollution Legal Liability. Covering sudden, non-sudden and accidental
15 occurrences.
16 \$5,000,000 combined single limit per occurrence
17

18 The COUNTY shall have the right to review independently audited balance sheets and
19 financial statements of any captive insurance company and to approve such insurance
20 company.
21

22 15.02 If WM should obtain and maintain insurance coverage from a non-captive
23 insurance company than WM must obtain and maintain insurance coverage from an
24 insurance company reasonably acceptable to the COUNTY and licensed in the State of
25 Washington. Such insurance, as evidenced by Certificate(s) of Insurance, must provide
26 the following minimum coverage, limits, and provisions:
27

- 28 (a) Commercial General Liability. Covering bodily injury and property
29 damage.
30 \$5,000,000 combined single limit per occurrence
- 31 (b) Pollution Legal Liability. Covering sudden, non-sudden and accidental
32 occurrences.
33 \$5,000,000 combined single limit per occurrence
- 34 (c) Deductible. Any deductible or co-pay provisions over Twenty-Five
35 Thousand dollars (\$25,000) must have prior written approval of the
36 COUNTY.
37

38 15.03 Such insurance shall be maintained in full force and effect at WM's sole expense
39 throughout the entire term of this AGREEMENT.
40

41 15.04 WM shall provide the COUNTY certificates evidencing such insurance. Such
42 coverage and policies shall not be canceled, reduced, modified or revoked without
43 providing the COUNTY thirty (30) days advanced written notice.
44

45 15.05 Providing coverage in the stated amount shall not be construed to relieve WM
46 from liability in excess of such limits.

1 15.06 In the event that the required insurance is not reasonably available despite
2 WM'S reasonable best efforts to obtain such insurance, WM shall secure policies with
3 substitute provisions providing as much protection as is reasonably available in the
4 insurance marketplace and as shall be approved in writing by the COUNTY.
5

6 15.07 In the event that any of the required insurance is obtained or maintained on a
7 "claims made" basis, WM shall at termination of this AGREEMENT obtain extended
8 discovery period coverage with respect to such insurance on such terms and with such
9 conditions as are provided for in this AGREEMENT and as shall be approved in writing
10 by the COUNTY.
11

12 **ARTICLE XVI – DESIGNATED HAUL ROUTES**

13
14 16.01 The COUNTY shall establish, and may from time-to-time revise, Designated
15 Haul Routes that Haulers shall use when delivering Acceptable Waste to the LANDFILL
16 or when leaving the LANDFILL. The COUNTY shall have absolute discretion in the
17 approval of transportation routes in order to minimize the impacts on COUNTY roads.
18

19 16.02 After receipt of the COUNTY'S Designated Haul Routes, WM shall develop,
20 submit to the COUNTY for approval, and implement a program for communicating the
21 Designated Haul Routes to all Haulers who transport Imported Waste to the LANDFILL
22 for disposal. This program shall include at a minimum the following elements:
23

- 24 (a) Posting of informational signs at the LANDFILL indicating the Designated
25 Haul Routes; and
26 (b) Development of written materials for distribution to Haulers entering the
27 LANDFILL indicating the Designated Haul Routes.
28

29 16.03 WM shall not knowingly accept Imported Waste from Haulers using
30 transportation routes other than the Designated Haul Routes. If the COUNTY has a
31 good faith reason for believing that Designated Haul Routes are not being used, the
32 COUNTY shall notify WM in writing and WM shall have seven (7) days after receipt of
33 such notice to implement fully corrective action or to take reasonable steps to
34 implement corrective action, and to provide adequate assurances of continuing future
35 compliance. After notice from the County, WM shall refuse to accept Imported Waste
36 from the identified Hauler until the Hauler begins using the Designated Haul Routes. If
37 this provision is violated more than three (3) times in any six (6) month period or five (5)
38 times in any twelve (12) month period, then the COUNTY may immediately commence
39 enforcement proceedings to compel compliance. If such violations are by the same
40 Hauler, WM shall suspend accepting Imported Waste from such Hauler for a period of
41 not less than twelve (12) months.
42

43 16.04 WM shall require that all Acceptable Waste being transported to the LANDFILL
44 be, at a minimum, contained within vehicles or transfer trailers covered with tarps or
45 equivalent control devices in order to maintain the cleanliness of the Designated Haul
Routes.

1
2 **ARTICLE XVII - CLOSURE AND POST CLOSURE**
3

4 WM shall comply with all applicable laws and regulations for closure and post-closure of
5 the LANDFILL. WM agrees to comply with all provisions of WAC 173-351-500 *Closure*
6 *and Post-Closure Care* as it now exists or may hereafter be amended.
7

8 **ARTICLE XVIII - NOTICES**
9

10 18.01 Any notice provided pursuant to this AGREEMENT shall be in writing and
11 personally delivered, or mailed certified mail return receipt requested, or transmitted by
12 facsimile. Notices to the other PARTY shall be directed, as follows:
13

14 To the County: Board of County Commissioners
15 Douglas County Courthouse
16 213 Rainier
17 P.O. Box 747
18 Waterville, WA 98858
19 Fax: (509) 745-9045
20

21 Copy to: Douglas County Prosecuting Attorney
22 Douglas County Courthouse
23 213 Rainier
24 P.O. Box 360
25 Waterville, WA 98858
26 Fax: (509) 745-8670
27

28 To WM: Waste Management of Washington, Inc.
29 c/o Ted Woodard
30 711-A N. Wenatchee Avenue
31 Wenatchee, WA 98801
32 P.O. Box 1440
33 Wenatchee, WA 98807
34 Fax: (509) 662-5675
35

36 Copy to: Waste Management of Washington, Inc.
37 General Counsel
38 7025 N. Scottsdale Rd, Suite 200
39 Scottsdale, AZ 85253
40 Fax: (480) 624-8488
41

42 18.02 Either PARTY may change the person(s) or address(es) in Section 18.01 by
43 providing written notice of such change to the other PARTY.
44

1 relating to, the execution, breach, interpretation, performance, termination,
2 enforcement, or nonperformance of this AGREEMENT, including without limitation, the
3 validity, scope, arbitrability, and enforceability of this AGREEMENT or any term or
4 provision thereof, whether expressed or implied, or relating thereto (the "Dispute"), shall
5 be resolved as follows:
6

7 (a) Good Faith Negotiations. WM and the COUNTY shall work together in
8 good faith to resolve the Dispute through negotiations. Either PARTY may
9 initiate negotiations by providing written notice to the other PARTY setting
10 forth the subject of the Dispute and the relief requested. The recipient of
11 such notice shall respond in writing within fourteen (14) business days with
12 a statement of its position on and recommended solution to the Dispute. If
13 the Dispute is not resolved by this exchange of correspondence, then
14 representatives of each PARTY having full settlement authority shall meet
15 at a mutually agreeable time and place within thirty (30) business days
16 after the date of the initial notice in order to attempt resolution of the
17 Dispute. The PARTIES agree to execute any document that is
18 reasonably necessary or desirable as a result of such negotiations to
19 evidence or effectuate the rights and duties of the PARTIES or to
20 implement the purpose of this AGREEMENT. If the Dispute is not
21 resolved by these negotiations, the matter shall be submitted to mediation,
22 if both Parties agree, or arbitration, if both PARTIES do not agree to
23 mediation: provided, that issues involving equitable relief or the involuntary
24 termination of the CUP shall not be subject to arbitration.
25

26 (b) Mediation. If the PARTIES are unable to resolve the Dispute through
27 negotiation and both PARTIES agree, the PARTIES shall attempt to
28 mediate the Dispute. If the PARTIES cannot agree within ten (10) days
29 on appointment of a mediator, either PARTY may, with written notice to
30 the other PARTY, apply to the Douglas County Superior Court for
31 appointment of a mediator. The PARTIES shall mediate in good faith and
32 each shall pay one-half of the mediator's fees and cost. There shall be no
33 presentation of evidence or argument to the mediator. Decisions of or
34 recommendations by the mediator shall not be binding on the PARTIES.
35 All discussions and negotiations among the PARTIES and the mediator
36 shall remain confidential and privileged.
37

38 (c) Arbitration. If the Dispute is not resolved through negotiation or mediation,
39 or the PARTIES do not agree to mediation, the Dispute shall be submitted
40 to final and binding arbitration. The PARTIES shall participate in
41 arbitration in good faith and each shall pay one-half of the fees and costs
42 of the arbitrator. Arbitration shall be the sole binding process for any
43 dispute concerning the enforcement or interpretation this AGREEMENT,
44 other than issues involving equitable relief or the involuntary termination of
45 the CUP. If the PARTIES cannot agree within ten (10) days) on
46 appointment of an arbitrator, either PARTY may, with written notice to the

1 other PARTY, apply to the Douglas County Superior Court for appointment
2 of an arbitrator. The judicial appointment shall be final, conclusive and
3 binding. The Dispute shall be resolved and determined by the arbitrator
4 within thirty (30) business days after appointment. The decision of the
5 arbitrator shall be final, conclusive and binding on the PARTIES. A
6 judgment confirming the decision may be entered in the Douglas County
7 Superior Court.
8

9 19.06 Remedies. In the event that WM fails to complete fully corrective action or to
10 take reasonable steps to implement corrective action, and provide adequate
11 assurances of future full compliance, the COUNTY may seek damages, specific
12 performance of WM's obligations, enjoin WM's further operation of the LANDFILL,
13 terminate the CUP granted to the LANDFILL, or seek any other relief provided by law or
14 equity. These remedies are cumulative and the COUNTY need not elect one remedy to
15 the exclusion of other remedies.
16

17 19.07 Attorney's Fees. In any proceeding respecting this AGREEMENT each PARTY
18 shall pay all its own attorney's fees and other costs incurred.
19

20 19.08 Governing Law and Venue. This AGREEMENT shall be governed exclusively by
21 the laws of the State of Washington. Venue shall be in Douglas County or any county
22 adjacent to Douglas County.
23

24 **ARTICLE XX - FINANCIAL ASSURANCE**

25 WM shall comply with all applicable laws and regulations for financial assurance of the
26 LANDFILL. WM agrees to comply with all provisions of WAC 173-351-600 *Financial*
27 *Assurance Criteria* as it now exists or may hereafter be amended.
28
29

30 **ARTICLE XXI - WM ASSIGNMENT**

31 WM shall not assign any right or obligation under this AGREEMENT without the prior
32 written consent of the COUNTY. The COUNTY'S consent shall be subject to a
33 standard of reasonableness. If this AGREEMENT is assigned, as provided herein, it
34 shall be binding on and shall inure to the benefit of the PARTIES and their respective
35 successors and assigns. This Article shall not apply to an assignment to an affiliate of
36 WM or its parent corporation.
37
38

39 **ARTICLE XXII - DISSOLUTION OF COUNTY AND SUCCESSOR**

40 In the event that the COUNTY is dissolved or its solid waste functions and powers are
41 removed or otherwise repealed by legislative act, by referendum or by agreement, then
42 WM may at its option either terminate the AGREEMENT, or agree to have the
43 COUNTY'S duties, rights and remedies transferred to a specified successor to the
44 COUNTY, if one exists.
45

1
2 IN WITNESS WHEREOF, the PARTIES hereby enter into this AGREEMENT. Each
3 person signing this AGREEMENT represents and warrants that he or she has been
4 duly authorized to enter into this AGREEMENT by the PARTIES on whose behalf it is
5 indicated that the person is signing.
6

7
8 Date: 7-28-04
9

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



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Mary Hunt
Chair

Don Jensen
Vice Chair

[Signature]
Member

Attest:

Approved as to Form:

Dagnah Smith
Clerk of the Board

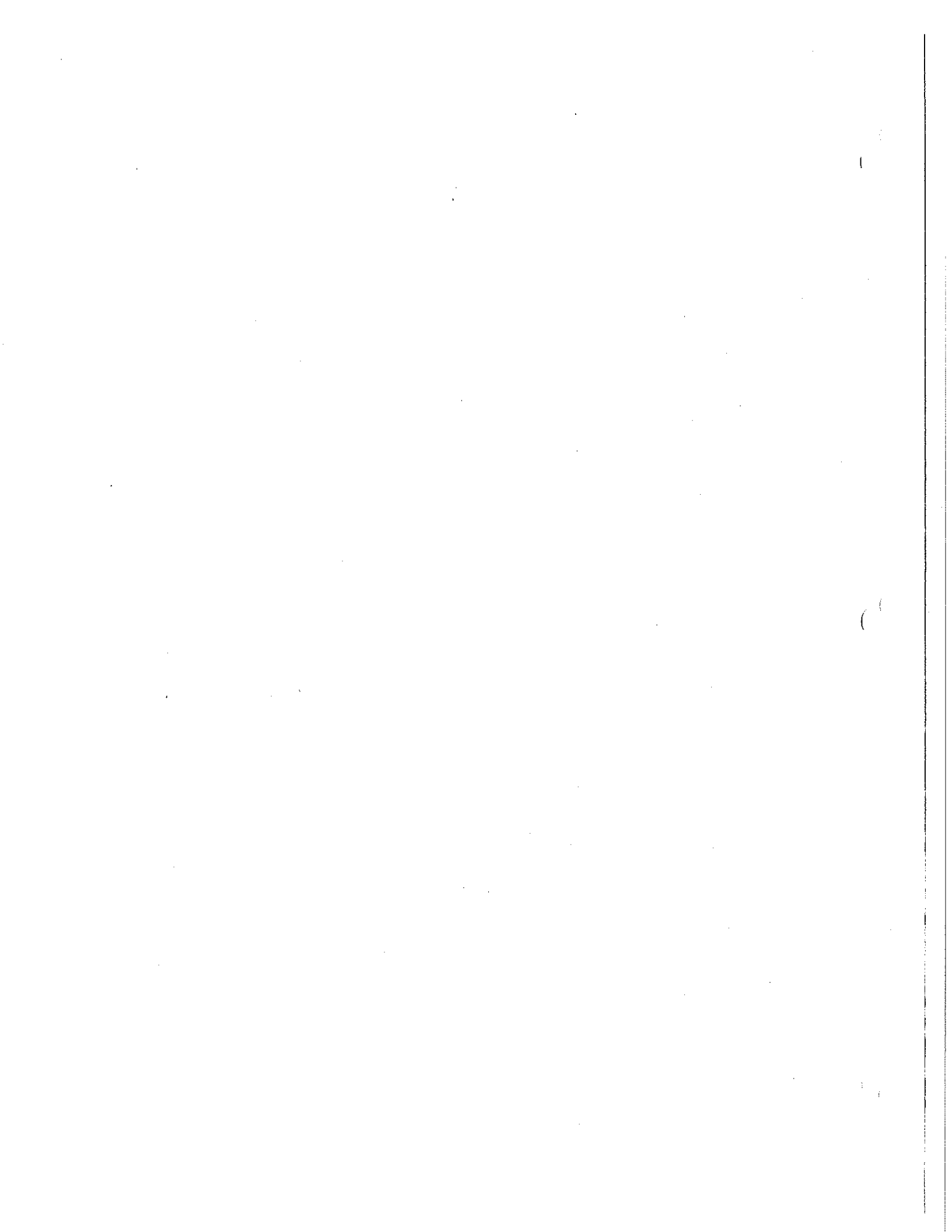
[Signature]
Prosecuting Attorney

Date: June 21, 2004

WASTE MANAGEMENT OF
WASHINGTON, INC.

By [Signature]
Signature

JAMES W. DE SIEA VICE-PRESIDENT
Print Name and Title



Appendix A

LEGAL DESCRIPTION GREATER WENATCHEE REGIONAL LANDFILL AND RECYCLING CENTER

Tax Parcel Numbers

Tax Parcel Number	Current Owner	Comments
22211420001	Waste Management	Currently used for landfill operations
22211410002	Waste Management	Currently used for landfill operations
22211130000	Waste Management	Contemplated for future use for landfill operations
22211420002	Waste Management	Contemplated for future use for landfill operations
22211420004	Wenatchee Red Apple Flyers	Contemplated for future acquisition and use for landfill operations, only after Red Apple Flyers are relocated
22211420003	Wenatchee Red Apple Flyers	Contemplated for future acquisition and use for landfill operations, only after Red Apple Flyers are relocated



Appendix B

PERMITTING AGREEMENT

THIS AGREEMENT is made this day by and between Douglas County Transportation and Land Services (the Department), on behalf of Douglas County, a political subdivision of the State of Washington (the County), and Waste Management of Washington, Inc., a Delaware corporation (WMW).

WHEREAS, WMW owns and operates the Greater Wenatchee Regional Landfill and Recycling Center (GWRLRC) at East Wenatchee, Douglas County, Washington, and desires to expand the GWRLRC;

WHEREAS, WMW desires to have its expansion approvals processed in a timeline and efficient manner;

WHEREAS, WMW'S proposal for expansion is a proposal entirely initiated and sponsored by WMW;

WHEREAS, the GWRLRC is subject to the requirements of the Douglas County Code and the contemplated expansion of the GWRLRC requires application for and approval of a conditional use permit;

WHEREAS, the Department has lead agency status, in accordance with WAC 197-11-932, for ensuring proper review under the State Environmental Policy Act, Ch. 43.21C RCW (SEPA);

WHEREAS, processing WMW'S conditional use permit and administering SEPA will require professional staff and consultant services which would otherwise not be required of the Department;

WHEREAS, paying the costs for additional services incurred by the County will enable the Department to respond to WMW'S permitting and SWPA needs in a timeline and efficient manner without creating additional financial burdens to the Department or the residents of Douglas County;

WHEREAS, Douglas county has established a fee schedule that requires project applicants to pay the costs, fees and expenses incurred by the Department for professional, staff and consultant work which must be performed in the course of project review.

NOW, THEREFORE, in consideration of the foregoing mutual promises and consideration, the parties do hereby agree as follows:

1. Required Approvals and Procedures.

1.1 Conditional Use Permit. Expansion of the GWRLRC requires issuance of a Conditional Use Permit (CUP) by the County. The County will process the CUP in accordance with best practices under the County's applicable codes and laws. The County does not guarantee success of the permit application and/or the issuance of an affirmative notice of action.

1.2 Environmental Review. The State Environmental Policy Act (RCW Chapter 43.21C and WAC 197-11) (SEPA) requires an analysis of any probable significant adverse environmental impacts associated with the expansion of GWRLRC. As Lead Agency, the County is responsible for ensuring compliance with SEPA.

2. **WMW'S Obligations.**

2.1 Permit Application. Following a preapplication meeting, WMW shall submit an application for a CUP and a filing fee in accordance with the Department's fee schedule. WMW is responsible for preparing additional materials and documents necessary for the Department to deem the application complete.

2.2 Environmental Analysis. As part of the application process for a CUP for expansion of the GWRLRC, an environmental review shall be conducted to identify any probable significant adverse environmental impacts. The environmental analysis shall be conducted in accordance with SEPA, the County's SEPA policies and any other applicable laws.

(a) WMW shall include with the CUP application an environmental checklist consistent with WAC 197-11-160.

(b) WMW will prepare, under the County's direction, an environmental impact statement analyzing probable significant adverse environmental impacts identified through the checklist review and a public scoping process which will inform decision makers and the public of reasonable on-site alternatives, including mitigation measures that would avoid or minimize probable significant adverse environmental impacts, in accordance with WAC 197-11-440. The scope of the environmental review contained in the EIS will be determined through the processes outlined in WAC 197-11-408 and 410.

2.3 Other Permits. WMW will apply for and seek to obtain all other approvals necessary for the expansion and operation of GWRLRC, including but not limited to a solid waste handling permit from the Chelan-Douglas County Health District (CDHD). The CDHD is an independent permitting agency with jurisdiction.

3. **The County's Obligations.**

3.1 CUP Processing. The Department will use best efforts to process the CUP in a timely fashion, and to comply with the statutory deadlines for project review under Douglas County Code (DCC) Title 14. The Department will analyze and apply County development regulations and other applicable codes to the CUP. The Department will give a notice of application to the public and the departments and agencies with jurisdiction in accordance with DCC Title 14.

3.2 SEPA Compliance.

(a) Other agencies with jurisdiction over the expansion and operation of GWRLRC will be identified during the scoping process.

(b) This Agreement does not preclude the need to address probable significant adverse environmental impacts raised by the public or by other federal, state, regional or local agencies. The County will circulate the environmental checklist and conduct a public scoping process to solicit comments regarding probable significant adverse environmental impacts and mitigation measures from the public and the departments and agencies with jurisdiction.

(c) Project review will be used to identify specific project design and conditions relating to the expansion and operation of GWRLRC to mitigate probable adverse environmental impacts. The Department may determine that the requirements for environmental analysis and mitigation measures in development regulations and other applicable laws provide adequate mitigation for some or all of the project's specific adverse environmental impacts to which the requirements apply.

3.3 Coordination of Review. The County will coordinate County agency and department review on any approvals necessary for the expansion and operation of GWRLRC to ensure an integrated and consolidated permit review process for all County nonexempt licenses. The County permit review shall be consistent with DCC Title 14 for quasi-judicial review. Other agencies of local, state, regional or federal government that may have jurisdiction over some aspect of the application will be identified through the scoping process. The County will offer such agencies the opportunity to combine any required hearing processes with the County's hearing process so that only a single open record proceeding may be used for all other permit applications for the expansion and operation of GWRLRC, including but not limited to the CDHD.

4. **Review Fees and Costs.**

4.1 WMW agrees to pay to the Department all fees, expenses and costs incurred for review and processing of WMW'S proposal, in the following amounts:

(a) Department Costs. Actual costs incurred for employee (hourly wage, plus benefits and employment taxes), hearing officers, equipment, reproduction and copying, long distance telephone, postage, publication, travel, supplies and out-of-pocket expenses, including third party drafting and engineering services, in the amounts established by a fee schedule for development permit applications and environmental reviews, attached herein and incorporated by this reference. The Department agrees that all fees will be in accordance with the Department's fee schedule.

(b) Consultant Costs. WMW shall pay for environmental consultants retained by the Department. Environmental consultants shall be selected by the County and approved by WMW. The cost of environmental consultants shall be based upon time and materials. All consultant fees shall be for services and costs that are reasonably necessary for environmental review.

5. **Scope of Work and Review Budget.**

The Department shall provide an estimated project review schedule, scope of work, to be performed, and an estimated budget to WMW. On a quarterly basis, the Department shall provide WMW with updated estimated schedule, scope of work and budget information. In the event that review fees and costs are projected to increase more than 10% over the estimated amounts budget, then the basis for such changes shall be provided to WMW. The parties shall discuss such budget increases. WMW may propose alternatives to the Department, if WMW believes that the scope of review and budgeted fees and costs may be adjusted without affecting the quality of permit review. The Department shall, in its sole discretion, determine when and if the scope of review, fees and costs should be adjusted.

6. Payment Procedures.

The Department shall submit invoices to WMW monthly, providing copies of all professional, staff and consultant invoices for costs, expenses and fees incurred during the prior month. Payment shall be due from WMW within thirty (30) days after billing.

WMW agrees to pay all permit and review fees and all expenses and costs incurred by the Department, consistent with the Department's fee schedule, and all consulting fees due under this Agreement, prior to the scheduling of a public hearing on the WMW'S permit application. WMW hereby waives any and all time limits applicable to Douglas county scheduling a public hearing until such time as payment to the Department is made in full.

In the event WMW abandons or withdraws its permit application, WMW shall pay all fees and costs due to the Department, including fees and costs of third party drafting, engineering and consultant services, within thirty (30) days after a final billing is issued by the Department.

7. County Authority Retained.

The Department does not expressly or impliedly warrant the success of the WMW permit application and/or the issuance of an affirmative notice of action. The Department's assistance to the WMW does not preclude the need to address impacts raised by the public or by other federal, state or local agencies. In the event of any legal proceeding to challenge the WMW'S permit application, any environmental determination or any other aspect of WMW'S proposed project, the parties shall be each responsible for their own court costs and legal fees.

Nothing in this Agreement shall be construed as abrogating the County's requirement and ability to remain independent and be free from improper influence in the exercise of its governmental functions in reviewing the conditional use permit and administering SEPA. This Agreement is undertaken without any commitment or obligation by the County that would in any way impair or compromise the County's duty to objectively and independently carry out its governmental responsibilities and duties.

Date: _____

DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

Member

Attest:

Approved as to Form:

Clerk of the Board

Prosecuting Attorney

Date: _____

WASTE MANAGEMENT OF
WASHINGTON, INC.

By _____
Signature

Print Name and Title



Appendix C

DOUGLAS COUNTY UNIVERSAL AGRICULTURAL PEST PROTOCOL PROCEDURES

RECITALS

WHEREAS, the Board of County Commissioners recognize that the introduction of agricultural pests into Douglas County could be economically devastating to the established agricultural industry within Douglas County; and

WHEREAS, it is necessary for the board of County Commissioners to establish a universal agricultural pest protocol for the importation of solid waste into Douglas County in order to conform to the adopted *Douglas County Comprehensive Solid Waste Management Plan*; and

WHEREAS, the Board of County Commissioners has the authority to establish a universal agricultural pest protocol in order to protect the established agricultural industry within Douglas County; and

WHEREAS, this *Douglas County Universal Agricultural Pest Protocol*, hereafter referred to as the PROTOCOL has been reviewed and approved by the Douglas County Solid Waste Advisory Committee (SWAC).

NOW THEREFORE, the Board of County Commissioners hereby adopts the following PROTOCOL:

ARTICLE I – DEFINITIONS

The following definitions shall be used in the PROTOCOL:

“Acceptable Waste” means all Imported Waste that has been identified by the WSDA the potential of introducing or spreading an Agricultural Pest and that has been subject to review and approval by the Subcommittee for stockpiling, land application, processing or disposal at the Greater Wenatchee Regional Landfill and Recycling Center, hereafter referred to as the LANDFILL.

“Agricultural Pests” means, but is not limited to, a living stage of any insect, mite, or other arthropod; nematode; slug, snail, or other mollusk; protozoa, or other invertebrate animals; bacteria; fungus; virus; viroid; phytoplasma; weed or parasitic plant; or any organism similar to or allied with any of the plant pests; or any infectious substance; which can directly or

indirectly injure or cause disease of damage to any plant or plant product or that threatens the diversity or abundance of native plants.

“Chair” means the Chair of the Douglas County Agricultural Technical Advisory Committee.

“Douglas County” means the unincorporated areas of Douglas County, a political subdivision of the State of Washington.

“Health District” means the Chelan-Douglas Health District of any successor jurisdictional health authority with permitting jurisdiction over the LANDFILL or any Intermediate Solid Waste Handling Facility located within Douglas County.

“Imported Waste” means any Solid Waste as defined within RCW 70.95.030 as it now exists or may hereafter be amended.

“Subcommittee” means the Agricultural Pest Subcommittee of the Douglas County Agricultural Technical Advisory Committee (TAC) responsible for the identification, risk assessment, control procedures and appropriate monitoring methods necessary to control the introduction of Agricultural Pests into Douglas County associated with the importation of Solid Wastes into the LANDFILL.

“Unacceptable Waste” means any and all Solid Waste:

- (a) That is prohibited from disposal at the LANDFILL by state or federal law, regulations, rule, code, permit, or permit condition, or by jurisdictional health authority; or
- (b) That has been identified by the WSDA as having the potential of introducing or spreading an Agricultural Pest and has not been approved for disposal at the LANDFILL by the Subcommittee; or
- (c) That is prohibited from disposal at the LANDFILL by the Subcommittee; or
- (d) Any other Solid Waste not expressly included in Acceptable Waste as defined above.

“WSDA” means the Washington State Department of Agriculture or any successor state agency.

ARTICLE II – PURPOSE

The purpose of this PROTOCOL is to establish a screening process that will provide a reasonable level of protection to the established agricultural industry of Douglas County with regard to the identification, risk assessment, control procedures and appropriate monitoring methods necessary to control the introduction of Agricultural Pests into Douglas County associated with the disposal of Imported Waste at the LANDFILL.

ARTICLE III – SCREENING PROCESS

Notification: The LANDFILL shall notify the Chair immediately as soon as it becomes aware of any of the following “infestation Risks” occur:

- (a) If it proposes to accept for disposal Imported Waste from any county, municipal corporation, province and/or country that have been identified by the WSDA as having established Agricultural Pest infested areas;
- (b) If an Agricultural Pest that does not exist within Douglas County has been found within an importing county, municipal corporation, province and/or country from which Imported Waste is being accepted for disposal;
- (c) If an Agricultural Waste that did not exist within Douglas County prior to disposal of Imported Waste from a particular importing county, municipal corporation, province and/or country has been detected at the LANDFILL;
- (d) If the treatment, containment, transport, disposal and monitoring of Imported Waste from a particular importing county, municipal corporation, province and/or country presents a significant risk of the introduction and spread of an Agricultural Pest within Douglas County;
- (e) If WM knows of any additional information specific to the purpose and effectiveness of the PROTOCOL.

Entomologist Assessment: Within three (3) calendar days after notification (or anytime prior to accepting Imported Waste that presents Infestation Risk of subsection (a) above), the LANDFILL shall submit an Entomologist Assessment to the Chair identifying any known Agricultural Pest and its potential threat level to the established agricultural industry within Douglas County. This Entomologist Assessment shall be prepared by a Subcommittee-approved professional Entomologist, which approval shall not be unreasonably withheld.

Subcommittee Review: Within fourteen (14) days after receiving the Entomologist Assessment, the Chair shall convene a Subcommittee meeting to review the Assessment. The Subcommittee shall, based upon existing information and the combined knowledge and expertise of the Subcommittee members determine whether the importation of Solid Waste into the LANDFILL poses a threat to the established agricultural industry within Douglas County. Within three (3) business days following the Subcommittee’s meeting, the Subcommittee shall prepare a written statement declaring the Imported Waste as (1) Unacceptable Waste or (2) Acceptable Waste or (3) Acceptable Waste so long as certain operational conditions are met, with regard to the potential threat upon the established agricultural industry within Douglas County and submit it to the following entities:

- (a) The LANDFILL;
- (b) The Douglas County Land Services Director;
- (c) The Health District;
- (d) The Countywide Solid Waste Program Office.

Subcommittee Report: If the Subcommittee declares the Imported Waste is Acceptable Waste so long as certain operational conditions are met, the Subcommittee shall have sixty (60) days after the initial Subcommittee Review to develop a pest-specific agricultural pest protocol. Each agricultural pest protocol shall address the treatment, containment, transport, disposal and monitoring methods specific to each identified agricultural pest which the Subcommittee believes may pose a threat to the established agricultural industry within Douglas County. Once the Subcommittee members have developed the specific agricultural pest protocol, the Chair shall prepare a written Subcommittee report, including the specific agricultural pest protocol and submit it to the following entities:

- (a) The LANDFILL;
- (b) The Douglas County Land Services Director
- (c) The Health District;
- (d) The Countywide Solid Waste Program Office.

ARTICLE IV – AGRICULTURAL PEST MONITORING PROGRAM

Monitoring Program. The LANDFILL shall establish and maintain a Subcommittee-approved agricultural pest monitoring program at the LANDFILL. This agricultural pest monitoring program may be of a general nature or specific to an identified Agricultural Pest(s). The oversight of this agricultural pest monitoring program shall be through a third party who is a Subcommittee-approved professional Entomologist. Upon detection of an Agricultural Pest that the Entomologist believes poses a significant risk to the established agricultural industry, the LANDFILL shall be notified immediately. Upon notification, the LANDFILL has three (3) calendar days to notify the Chair of the detection, identification and potential threat level to the established agricultural industry.

Agricultural Pest Monitoring Report: The Subcommittee-approved Entomologist shall prepare an annual *Agricultural Pest Monitoring Report* and submit it to the Chair by September 30 of each year. This *Agricultural Pest Monitoring Report* shall contain, at a minimum, the following information:

- (a) Name of the Entomologist;
- (b) Address of the Entomologist;
- (c) Business phone of the Entomologist;
- (d) Brief explanation of the purpose of the agricultural pest monitoring program;
- (e) Brief explanation of the monitoring method(s) utilized in the agricultural pest monitoring program;
- (f) Monitoring dates of the agricultural pest monitoring program;
- (g) Map of the LANDFILL showing the location(s) of the agricultural pest monitoring program;
- (h) Results of the agricultural pest monitoring program;
- (i) Professional summary of the outcomes of the agricultural pest monitoring program;

- (j) Suggested changes or additions to the agricultural pest monitoring program for the upcoming year.

ARTICLE V – APPEALS

Establishment of a specific agricultural pest protocol by the Subcommittee shall be final and binding upon Douglas county and the LANDFILL, though subject to appeal. Douglas County and/or the LANDFILL may file an appeal of the Subcommittee Report to the Douglas County Hearing Examiner if they believe they have been aggrieved. All appeals must be made in writing to the Douglas County Hearing Examiner and served on all necessary parties within twenty-one (21) calendar days after the date of issuance of the Subcommittee Report. The Notice of Appeal shall contain, at a minimum, a concise statement identifying:

- The name and address of the appellant and its attorney or representative;
- The specific agricultural pest protocol being appealed;
- The specific reasons why the appellant believes the Subcommittee Report is erroneous, including identification of each finding of fact, each conclusion, and each condition or action ordered which the appellant alleges is erroneous. The appellant shall have the burden of proving the decision is erroneous.
- The specific relief sought by the appellant.



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**AMENDMENT TO
SOLID WASTE DISPOSAL HOST AGREEMENT**

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This *Amendment to Solid Waste Disposal Host Agreement* ("Amendment"), is made and entered into between Douglas County, a political subdivision of the State of Washington, hereafter referred to as the County, and Waste Management of Washington, Inc., a Delaware corporation, hereafter referred to as WM. The parties shall be collectively referred to herein as the Parties and individually as a Party, unless specifically identified otherwise.

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RECITALS

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WHEREAS, WM owns and operates the Greater Wenatchee Regional Landfill and Recycling Center, hereafter referred to as the LANDFILL, at East Wenatchee, Douglas County, Washington;

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WHEREAS, the County has the authority to protect public health, safety, and welfare and to regulate the disposal of Solid Waste within the County;

WHEREAS, on or about July 28, 2004, the Parties entered into and executed the *Solid Waste Disposal Host Agreement* (the "Host Agreement") to provide for the mitigation of certain impacts associated with the expansion of the Landfill;

WHEREAS, among other terms, the Host Agreement provided that WM would pay certain fees to the County, including "Operating Fees" as defined in Section 13.02 of the Host Agreement; and

WHEREAS, Operating Fees were initially based upon tonnage using a single Posted Gate Rate, WM subsequently adopted various Gate Rates for different types of Acceptable Waste, and the Parties wish to simplify the methodology for calculation of Operating Fees.

NOW, THEREFORE, in consideration of these promises and the terms and conditions set forth below, the Parties hereby mutually agree, represent, and warrant as follows:

1. Effective Date. This Amendment shall be effective upon the first day of the calendar month following the execution of this Amendment by all Parties, as evidenced by the signatures below.

2. Amendment to Operating Fees. Section 13.02 of the Host Agreement shall be revised in its entirety to read as follows:

13.02. Operating Fees. WM shall pay Operating Fees to the County for compliance, enforcement and abatement of "junk" related zoning violations within the County, for implementation of the Countywide Solid Waste Program, for repairs, maintenance and improvements to the County's roads used as Designated Haul Routes, and for mitigation of ongoing cumulative impacts

1 associated with vehicle traffic delivering Imported Waste to the Landfill. In lieu of
2 the previous Operating Fees paid to the County, WM shall pay to the County, on
3 a quarterly basis, the following Operating Fees, as may be adjusted pursuant to
4 Section 13.05:

5 (a) Compliance and Enforcement Fee. WM shall pay the COUNTY, on a
6 quarterly basis, a Compliance and Enforcement Fee in the amount of
7 SIX CENTS (\$0.06) per Ton of Acceptable Waste actually disposed of at
8 the LANDFILL during the preceding Calendar Quarter. The Compliance
9 and Enforcement Fee shall be used by the COUNTY for the compliance,
10 enforcement, and abatement of "junk" related zoning violations within the
11 COUNTY.

12 (b) Solid Waste Fee. WM shall pay the COUNTY, on a quarterly basis, a
13 Solid Waste Fee in the amount of FORTY-TWO CENTS (\$0.42) per Ton
14 of Acceptable Waste actually disposed of at the LANDFILL during the
15 preceding Calendar Quarter. The Solid Waste Fee shall be used by the
16 COUNTY for the implementation of the Countywide Solid Waste
17 Program.

18 (c) Road Maintenance Fee. WM shall pay the COUNTY, on a quarterly
19 basis, a Road Maintenance Fee in the amount of FIFTY CENTS (\$0.50)
20 per Ton of Acceptable Waste actually disposed of at the LANDFILL
21 during the preceding Calendar Quarter. The Road Maintenance Fee
22 shall be used for repairs, maintenance and improvements of the
23 COUNTY roads used as Designated Haul Routes and for mitigation of
24 ongoing, cumulative impacts associated with the traffic delivering
25 Imported Waste to the LANDFILL. The Road Maintenance Fee is not
26 intended to pay for initial mitigation of traffic impacts under the CUP that
27 may require road and/or intersection construction, realignment,
28 improvement, and/or signalization.

29 **3. Amendment to Adjustments in Operating Fees.** Section 13.05 of the Host
30 Agreement shall be revised in its entirety to read as follows:

31 13.05. Adjustments in Operating Fees. Beginning on January 1, 2020, and
32 every SEVEN (7) years thereafter, the Operating Fees shall be adjusted by a
33 percentage equal to FIFTY PERCENT (50%) of the change over the preceding
34 seven years in the Consumer Price Index ("CPI"), July to July, for U.S. City
35 Average (Not Seasonally Adjusted, All Items) (1982-84 = 100) as published by
36 the Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The
37 calculation of the CPI adjustment to the Operating Fees shall be based on the
38 CPI published for July 2012 and for July 2019, and for each seven-year
39 anniversary thereafter. For purposes of clarification, the following example sets
40 forth the calculation of the amount of the adjustment to the Solid Waste Fee
41 component of the Operating Fees:
42

Hypothetical Example

CPI (July 2012) = 230.00

CPI (July 2019) = 280.00

% Change over 7 Years = 21.7%

Solid Waste Fee (2012) = \$0.42 per ton

Solid Waste Fee (2020) = \$0.42 per ton + (50% x 21.7% x \$0.42 per ton) = \$0.47 per ton

4. **Scholarship Fund Unaffected.** For clarification purposes only, the Parties acknowledge that the \$0.02 per ton payment for the Scholarship Fund provided in Section 12.04 of the Host Agreement is to be paid in addition to Operating Fees.

5. **Other Terms Unchanged.** Nothing in this Amendment amends or revises any other term or condition of the Host Agreement.

6. **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.

IN WITNESS WHEREOF, the Parties hereby enter into this Amendment. Each person signing this Amendment represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

Date: 10-16-12

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

Commissioner



Attest:
Clerk of the Board

Approved as to Form:
Prosecuting Attorney

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Date: _____

WASTE MANAGEMENT OF
WASHINGTON, INC.

By _____
Signature

Print Name and Title

1 1.02 "Alternative Daily Cover" means material approved by the Health District for
2 placement on the surface of the active face of the LANDFILL at the end of each
3 operating day to control vectors, fires, odors, blowing litter, and scavenging.
4

5 1.03 "Comprehensive Solid Waste Management Plan" means the *Douglas County*
6 *Comprehensive Solid Waste Management Plan* adopted in accordance with Chapter
7 70.95 RCW.
8

9 1.04 "DOE" means the Washington State Department of Ecology.
10

11 1.05 "Designated Haul Routes" means the specific county roadways designated by
12 the COUNTY for the hauling of Solid Waste to and from the LANDFILL.
13

14 1.06 "Haulers" means those persons or entities performing Solid Waste collection
15 under the authority of a certificate of convenience and necessity from the WUTC or
16 municipal contract, and any other person or entity commercially collecting and
17 transporting Solid Waste for disposal at the LANDFILL.
18

19 1.07 "Hazardous Waste" means all Hazardous Waste as defined within RCW
20 70.105.010 as it now exists or may hereafter be amended.
21

22 1.08 "Health District" means the Chelan-Douglas Health District or any successor
23 health department with jurisdiction over the LANDFILL located within the COUNTY.
24

25 1.09 "Household Hazardous Waste" means any Solid Waste as defined by WAC 173-
26 350-100 as it now exists or may hereafter be amended.
27

28 1.10 "Imported Waste" means all Acceptable Waste which is known to WM to have
29 originated from outside Douglas County.
30

31 1.11 "In-County Waste" means all Acceptable Waste which is known to WM to have
32 originated from within the incorporated and unincorporated areas of Douglas County.
33

34 1.12 "Municipal Solid Waste" means all Solid Waste as defined within WAC 173-350-
35 100 as it now exists or may hereafter be amended.
36

37 1.13 "Municipal Solid Waste Land Fill Permit" means a permit issued by the Health
38 District, or any other legally-authorized "jurisdictional health department" as defined
39 within WAC 173-351-700 as it now exists or may hereafter be amended..
40

41 1.14 "Person" or "Persons" means, without limitation, any individual, firm, corporation,
42 association, partnership, consortium, joint venture, entity, government agency, or unity
43 of government.
44

45 1.15 "Posted Gate Rate" means the disposal fee charged by the LANDFILL for
46 Acceptable Waste delivered by Persons operating in normal course of business,

1 excluding all taxes, fees, or other surcharges imposed by any federal, state, county, or
2 local government or agency.

3
4 1.16 "Recyclable Materials" means those Solid Wastes that are separated for
5 recycling or reuse, including, but not limited to, paper, metals, and glass, that are
6 identified as recyclable materials pursuant to a local comprehensive solid waste plan.
7

8 1.17 "SEPA" means the State Environmental Policy Act, Chapter 43.21C RCW as it
9 now exists or may hereafter be amended.

10
11 1.18 "Solid Waste" means any and all Solid Waste as defined within RCW 70.95.030
12 as it now exists or may hereafter be amended.

13
14 1.19 "Unacceptable Waste" means any and all Solid Waste that is:

- 15
16 (a) Prohibited from disposal at the LANDFILL by state or federal law,
17 regulations, rule, code, permit, or permit condition, or by jurisdictional health
18 authority; or
19 (b) Hazardous Waste.
20

21 1.20 "Waste" means Acceptable Waste, as the latter term is defined herein unless
22 indicated otherwise.
23

24 1.21 "WUTC" means the Washington Utilities and Transportation Commission, or any
25 successor agency.
26

27 **ARTICLE II - THE AGREEMENT DOCUMENTS**

28
29 This AGREEMENT consists of the following documents: this AGREEMENT, all
30 appendices attached to this AGREEMENT, and all other documents, terms and
31 provisions which are incorporated by reference within this AGREEMENT.
32

33 **ARTICLE III - PURPOSE**

34
35 The purpose of this AGREEMENT is to provide an agreement for the current and future
36 operation, development and expansion of the LANDFILL in a manner that is beneficial
37 to both the COUNTY and WM.
38

39 **ARTICLE IV - TERM OF AGREEMENT**

40
41 4.01 This AGREEMENT shall be effective only upon being signed by the authorized
42 representative(s) of WM and by the COUNTY'S Board of County Commissioners, and
43 upon such executed AGREEMENT being delivered by the COUNTY to WM (the
44 "Effective Date").
45

1 4.02 The initial term of this AGREEMENT shall be twenty (20) years from the Effective
2 Date. Thereafter, this AGREEMENT shall automatically be renewed for additional
3 terms of ten (10) years each under the terms and conditions set forth in this
4 AGREEMENT for so long as the LANDFILL is accepting Waste and has remaining
5 capacity; provided, however, that if any conditions of the CUP which are imposed on
6 the LANDFILL by the COUNTY or provisions of the *Comprehensive Solid Waste*
7 *Management Plan* substantially change and cause a material increase in costs and/or
8 expenses of operating the LANDFILL, then WM may have the option to renegotiate the
9 terms and conditions of this AGREEMENT.

10
11 4.03 This AGREEMENT shall constitute an encumbrance upon the real property
12 comprising the LANDFILL, which is described in Appendix A attached hereto and
13 incorporated by this reference. This AGREEMENT shall run with the land identified
14 within Appendix A. The PARTIES agree that a summary of this AGREEMENT shall be
15 recorded with the Douglas County Auditor for the purpose of making this AGREEMENT
16 a matter of record title.

17
18 **ARTICLE V - PERMITTING, ENVIRONMENTAL REVIEW AND COMPLIANCE**

19
20 5.01 Conditional Use Permit. Expansion of the LANDFILL requires issuance of a
21 CUP by the COUNTY. The COUNTY agrees, to the extent permitted by Douglas
22 County Code Title 14, SEPA and any other applicable procedural laws and regulations,
23 to expedite the CUP review. The COUNTY does not guarantee success of the permit
24 application and/or the issuance of an affirmative notice of action, but believes the
25 expansion of the LANDFILL is in the best interests of the County in accordance with its
26 land use and solid waste policies.

27
28 5.02 Environmental Review. Pursuant to WAC 197-11-932, the COUNTY is the Lead
29 Agency and the Douglas County Land Services Director is the Responsible Official
30 under the provisions of SEPA. As part of the application process for a CUP for
31 expansion of the LANDFILL and in order to ensure compliance with SEPA for all
32 nonexempt licenses and approvals required for development and operation of the
33 LANDFILL, an "environmental impact statement" shall be prepared to provide an
34 impartial discussion of probable significant adverse environmental impacts and inform
35 decision makers and the public of reasonable alternatives, including mitigation measures,
36 that would avoid or minimize adverse impacts or enhance environmental quality.

37
38 5.03 Environmental Procedures. In order to ensure full project review and SEPA
39 compliance, the PARTIES will comply with all terms and conditions set forth in the
40 Permitting Agreement, attached as Appendix B and incorporated herein by this reference.

41
42 5.04 Health District Permit. Expansion of the LANDFILL shall require issuance of a
43 Municipal Solid Waste Landfill Permit by the Health District. The Health District is an
44 independent permitting agency with jurisdiction over the Municipal Solid Waste Landfill
45 Permit. The Parties shall use their best efforts to consolidate the Health District's permit
46 review with the COUNTY'S land use process and agree to cooperate in good faith with

1 each other and with the Health District to ensure that SEPA compliance and hearing
2 procedures are conducted in a manner satisfactory to the Health District.
3

4 5.05 Other Permits, Licenses and Authority. WM shall obtain, maintain, and pay for
5 all permits, licenses, certificates, inspection fees and surcharges, and other approvals
6 required by law, both temporary and permanent.
7

8 5.06 Comprehensive Solid Waste Management Plan. The COUNTY shall make good
9 faith effort to insure the other cities and towns within the County and the citizens of the
10 COUNTY acknowledge the regional benefit of the LANDFILL and its significance to the
11 *Comprehensive Solid Waste Management Plan.*
12

13 5.07 Compliance. WM shall fully comply with this AGREEMENT and all terms and
14 conditions of all permits, licenses, laws and regulations applicable to the LANDFILL
15 operations. WM shall pay all fines or civil penalties that may be imposed by any
16 regulatory agency for violations of permits, licenses, laws and/or regulations. The
17 COUNTY shall not be liable for and shall not reimburse WM for payment of any such
18 fines or civil penalties. WM reserves the right to contest any such fines or civil penalties.
19

20 **ARTICLE VI – WASTE IMPORTATION**

21

22 6.01 WM shall make good faith effort to ensure that Imported Waste accepted for
23 disposal at the LANDFILL, that is residential and/or commercial Municipal Solid Waste,
24 is from source jurisdictions which meet the following standards:
25

- 26 (a) The source jurisdiction must have a current DOE adopted solid waste
27 management plan as defined pursuant to Chapter 70.95 RCW as it now exists
28 or may hereafter be amended or a substantially similar waste reduction and
29 recycling plan; or
30 (b) The source jurisdiction must have implemented solid waste programs which
31 include waste reduction and recycling elements that are substantially
32 equivalent to the programs implemented by the COUNTY and which are
33 contained within its adopted *Comprehensive Solid Waste Management Plan.*
34

35 6.02 All Imported Waste shall be subject to and comply with the *Douglas County*
36 *Universal Agricultural Pest Protocol Procedures* attached hereto as Appendix C and
37 incorporated herein by this reference, which set forth a process for establishing
38 operational standards to prevent the accidental importation of agricultural pests into
39 Douglas County through the importation of Solid Waste; provided, however, that the
40 PARTIES may agree to utilize other procedures for development and approval of
41 operational standards during the Term of this Agreement.
42

43 6.03 The COUNTY shall be solely responsible for determining whether a source
44 jurisdiction satisfies the importation standards set forth above, which determination
45 shall be reasonable and expeditiously made, and shall inform WM of its determination
46 as soon as practical in writing. Once a written determination has been received by WM,

1 WM may assume Imported Waste from that source jurisdiction qualifies for disposal at
2 the LANDFILL until informed otherwise by the COUNTY.

3
4 6.04 WM shall undertake commercially reasonable efforts to determine the origin of
5 Imported Waste received for disposal at the LANDFILL. Examples of commercially
6 reasonable efforts include, but are not limited to:

- 7
8 (a) Questioning Persons upon arrival at the LANDFILL;
9 (b) Use of information provided by Persons on waste profile sheets or
10 equivalent forms;
11 (c) Reference to billing addresses.

12
13 **ARTICLE VII - WM BASIC RESPONSIBILITIES**

14
15 7.01 WM shall operate the LANDFILL in accordance with this AGREEMENT and all
16 terms and conditions of all permits, licenses, laws and regulations applicable to the
17 LANDFILL. In the event of conflicts in operation requirements, precedence shall be in
18 accordance with Section 19.01.

19
20 7.02 WM shall obtain and maintain all required permits and approvals for the
21 LANDFILL operations and construction activities.

22
23 7.03 WM shall mitigate all probable significant adverse environmental and
24 infrastructure impacts of the LANDFILL operations as identified during the CUP and
25 SEPA review process.

26
27 7.04 WM shall be solely responsible for all LANDFILL operations and maintenance
28 requirements and activities.

29
30 7.05 WM shall be solely responsible for all the LANDFILL closure and post-closure
31 requirements and activities.

32
33 7.06 WM shall be solely responsible for all the LANDFILL financial assurance
34 requirements and activities.

35
36 7.07 WM shall pay all AGREEMENT fees, all federal, state and local taxes, and all
37 other fees and taxes imposed on WM in connection with LANDFILL ownership and
38 operations; provided, however, that WM shall only be responsible for only new County
39 taxes or fees enacted or adopted after the Effective Date of this AGREEMENT which
40 are applicable to businesses or real property generally, and not for those which are
41 applicable only to the solid waste disposal business or the Landfill property specifically.

42
43 7.08 WM shall not knowingly accept Hazardous Waste, other than incidental
44 Household Hazardous Waste. WM shall not knowingly store or treat Hazardous Waste,
45 other than Hazardous Waste incidental to WM operations, except as necessary to
46 comply with this AGREEMENT.

1 AGREEMENT from per ton to per cubic yard or any other different
2 standard, then the PARTIES shall negotiate in good faith to agree upon an
3 alternative method for payment of the fees contemplated under this Article.
4

5 9.02 Excluded Volume. For purposes of calculating any fees that are assessed
6 based upon tonnage or volume of Acceptable Waste, the following types of Acceptable
7 Waste shall not be included in such calculations:
8

- 9 (a) Acceptable Wastes approved by the Health District for placement on the
10 surface of the active face of the LANDFILL at the end of each operating
11 day as an Alternate Daily Cover. Alternative Daily Cover may include, but
12 is not limited to, petroleum-contaminated soils, contaminated sediment
13 sludge, and ash and cement kiln dust;
14 (b) Acceptable Wastes that are initially weighed at the LANDFILL but are
15 subsequently rejected for disposal at the LANDFILL and that have never
16 been disposed of at the LANDFILL;
17 (c) Recyclable Materials that are received, weighed, stored, or processed at
18 the LANDFILL but subsequently transported from the LANDFILL;
19 (d) Acceptable Wastes that is or will be used as an effective substitute for
20 natural or commercial products, in a manner that does not pose a threat to
21 human health or the environment. For example, pulverized rubber or glass
22 cullet used for road construction and other similar materials used for the
23 construction, maintenance, or repair of the LANDFILL or any of its related
24 facilities, such as roads, drainage features, buildings, or other facilities
25 associated with the LANDFILL'S operations at the LANDFILL shall be
26 considered Excluded Volumes.
27

28 9.03 Procedure for Crediting Fees. In the event that WM erroneously pays the
29 COUNTY fees that are assessed based upon tonnage or volume for Acceptable Waste
30 or purported Acceptable Waste or other materials contained in any load delivered to the
31 LANDFILL that is later determined to be Excluded Volumes, WM may propose a
32 deduction of the amount that was erroneously paid from the next payment due and
33 shall provide an itemized statement of such Excluded Volumes to the COUNTY prior to
34 the payment submittal.
35

36 ARTICLE X – SOLID WASTE REPORTING 37

38 10.01 Reporting System. WM shall maintain a Solid Waste reporting system that
39 accounts for volumes of all Solid Waste accepted by the LANDFILL. The COUNTY
40 shall have the right to inspect and copy all such Solid Waste reporting records and
41 documents, to interview any persons, and to review any other evidence in WM'S
42 possession or control which may assist the COUNTY in auditing volumes of Solid
43 Waste handled at the LANDFILL for purposes of verifying performance by WM of its
44 obligations under this AGREEMENT; provided, however, if WM reasonably believes
45 any documents requested by the County contain information which is confidential or
46 that would undermine WM'S ability to be competitive, WM shall notify the COUNTY and

1 the PARTIES shall determine an alternative means of satisfying the COUNTY'S
2 request. In any case, the COUNTY shall maintain confidentiality of all information as
3 provided under Chapter 42.17 RCW.
4

5 10.02 Annual Solid Waste Report. WM shall submit an Annual Solid Waste Report for
6 the previous calendar year to the COUNTY by April 1 of each year, as required to
7 comply with the *Comprehensive Solid Waste Management Plan*.
8

9 10.03 Health District Annual Report. WM shall submit an Annual Report for Municipal
10 Solid Waste Landfill Classification for the previous calendar year to the COUNTY by
11 April 1 of each year, on forms supplied by the Health District.
12

13 10.04 Aerial Photograph and Survey. WM shall also provide, with the Annual Solid
14 Waste Report, a current LANDFILL aerial photograph or current LANDFILL site
15 topographical survey to the COUNTY.
16

17 10.05 Notice of Noncompliance. WM shall also provide to the COUNTY a report of any
18 outstanding notices of noncompliance, administrative orders, or other enforcement
19 actions issued by any federal, state or local administrative agency with jurisdiction
20 regarding any alleged noncompliance with the LANDFILL'S operating permits,
21 approvals and other regulatory requirements for the prior calendar year.
22

23 10.06 Communication. The PARTIES will make good faith efforts to respond to the
24 reasonable requests for information and assistance, and to communicate on a regular
25 basis regarding information relevant to the performance of this AGREEMENT, including
26 but not limited to anticipated substantial changes in regular Acceptable Waste volumes,
27 long-term disposal contracts, Excluded Volumes and any other similar informational
28 matters.
29

30 **ARTICLE XI - TITLE TO WASTE**

31
32 11.01 Except as provided in this AGREEMENT, title to any and all Acceptable Waste
33 shall pass to WM upon receipt by WM at the LANDFILL.
34

35 11.02 WM shall establish procedures, consistent with the best management practices
36 of the solid waste disposal industry, for identification of Unacceptable Wastes as soon
37 as possible following delivery to the LANDFILL and for WM'S handling of Unacceptable
38 Waste.
39

40 11.03 Upon revocation of acceptance and removal from the LANDFILL, WM will be
41 entitled to a credit for fees due or paid under Article IX with respect to such Excluded
42 Volume.
43

1
2
3 **ARTICLE XII - COMMUNITY RELATIONS**

4 12.01 Local Hiring. To the extent permitted by law, WM shall use its reasonable best
5 efforts to recruit, train, and hire Douglas County residents for employee positions.
6 Efforts to recruit and hire Douglas County residents shall include publishing
7 employment advertisements in newspapers having a general circulation serving
8 Douglas County.

9 12.02 Local Purchasing. Where commercially reasonable and permitted by WM's
10 current contractual obligations and the law, WM shall purchase goods and services
11 from businesses located within Douglas County.

12
13 12.03 Local Office. WM shall maintain an office with regular office hours at the
14 LANDFILL or at another location within Douglas County. WM shall provide for records
15 of and the prompt and efficient handling of all inquiries, claims or complaints by
16 COUNTY residents or other Persons arising out of the activities of WM under this
17 AGREEMENT.

18
19 12.04 Scholarship Fund. For so long as the LANDFILL accepts Solid Waste, WM shall
20 fund a scholarship program for students who are Douglas County residents graduating
21 from high school and who are or will be engaged in college studies in environmental
22 sciences and/or environmental engineering. Quarterly funding shall be equal to Two
23 Cents (\$0.02) per Ton of Acceptable Waste actually disposed at the LANDFILL, but not
24 less than One Thousand Dollars (\$1,000.00) per calendar year. The scholarship fund
25 shall be held, invested and administered by the Greater Wenatchee Community
26 Foundation as it now exists or any like successor organization as may hereafter be
27 created in its place. Scholarships shall be awarded upon consideration of both financial
28 need and merit. Scholarship Funds shall accumulate in the scholarship fund to the
29 extent such funds are not awarded.

30
31 **ARTICLE XIII - AGREEMENT FEES**

32
33 13.01 Initial Fee. Upon WM filing a CUP application for the expansion of the
34 LANDFILL, WM shall pay the COUNTY a one-time fee of Twenty-Five Thousand
35 dollars (\$25,000). This fee is in addition to any permitting fees and costs to be paid or
36 reimbursed by WM.

37
38 13.02 Operating Fees. Upon issuance of a Municipal Solid Waste Land Fill Permit by
39 the Health District that expands sources of Solid Waste from current geographical
40 restrictions and delivery of such Solid Waste to the LANDFILL, WM shall pay the
41 COUNTY the following Operating Fees, as may be adjusted pursuant to Section 13.05:

- 42
43 (a) Compliance and Enforcement Fee. WM shall pay the COUNTY, on a
44 quarterly basis, the Compliance and Enforcement Fee in the amount of
45 Five Cents (\$0.05) per Ton of Acceptable Waste actually disposed of at
46 the LANDFILL during the preceding Calendar Quarter. The Compliance

1 and Enforcement Fee shall be used by the COUNTY for the compliance,
2 enforcement and abatement of "junk" related zoning violations within the
3 COUNTY.
4

5 (b) Solid Waste Fee. WM shall pay the COUNTY, on a quarterly basis, a
6 Solid Waste Fee in the amount of Thirty-Six Cents (\$0.36) per Ton of
7 Acceptable Waste actually disposed of at the LANDFILL during the
8 preceding Calendar Quarter. The Solid Waste Fee shall be used by the
9 COUNTY for the implementation of the Countywide Solid Waste Program.
10

11 (c) Road Maintenance Fee. WM shall pay the COUNTY, on a quarterly basis,
12 a Road Maintenance Fee in the amount of Forty-Two Cents (\$0.42) per
13 Ton of Acceptable Waste actually disposed of at the LANDFILL during the
14 preceding Calendar Quarter. The Road Maintenance Fee shall be used
15 for repairs, maintenance and improvements of the COUNTY roads used
16 as Designated Haul Routes and for mitigation of ongoing, cumulative
17 impacts associated with traffic delivering Imported Waste to the
18 LANDFILL. The Road Maintenance Fee is not intended to pay for initial
19 mitigation of traffic impacts under the CUP that may require road and/or
20 intersection construction, realignment, improvement and/or signalization.
21

22 13.03 Other Fees. The COUNTY may, but is not required to, negotiate an agreement
23 with any other source jurisdiction, for disposing of Acceptable Waste at the LANDFILL,
24 upon consulting with and approval of WM on the price offered for disposal at the
25 LANDFILL. So long as such agreements are for terms of five (5) years or greater, or for
26 a single disposal project of ten thousand (10,000) tons or more of Acceptable Waste,
27 WM shall remit to the COUNTY an additional payment of Ten Cents (\$0.10) per Ton.
28

29 13.04 Payment. The Operating Fees shall be paid quarterly within thirty (30) days after
30 the last day of each Calendar Quarter. Payment shall be accompanied by a written
31 statement of the tons of Acceptable Waste received by the LANDFILL during the
32 Calendar Quarter for which such payment is remitted. Late payments shall be subject
33 to a Five Percent (5%) late payment penalty.
34

35 13.05 Adjustments in Operating Fees. The Operating Fees shall be adjusted as
36 provided herein to reflect any increase or decrease in the actual Posted Gate Rate that
37 is made following issuance of a Municipal Solid Waste Land Fill Permit by the Health
38 District that expands sources of Solid Waste from current geographical restrictions.
39 The adjusted Operating Fee shall be calculated by multiplying the Operating Fee times
40 the quotient of the new Posted Gate Rate divided by the existing Posted Gate Rate.
41 Such adjustments in the Operating Fee shall be made effective at the same time that
42 the change in the Posted Gate Rate is effective.
43

44 13.06 Waiver of Fees. The Douglas County Board of Commissioners may, in its sole
45 and absolute discretion, waive any and all of the Operating Fees and the contribution to
46 Scholarship Funding provided under Section 12.04 for any reason, including if an

1 emergency or major disaster is determined to have occurred by the President of the
2 United States pursuant to the authority provided in *The Robert T. Stafford Disaster*
3 *Relief and Emergency Assistance Act, as Amended*, 42 U.S.C 5121, et seq.

4
5 13.07 Non-Waiver of Permit Fees. Nothing in this Article shall impair or restrict the
6 COUNTY'S enforcement or collection of fees for COUNTY permits or other approvals
7 applied for by WM, or costs incurred during environmental review, consistent with the
8 terms of the Permitting Agreement.

9 10 **ARTICLE XIV - INDEMNIFICATION**

11
12 14.01 WM shall at all times indemnify, defend and hold harmless the COUNTY, its
13 elected officials, officers, employees, agents and representatives from and against any
14 and all third-party claims, losses, damages, costs, charges, expenses, administrative
15 actions, judgments and other liabilities, directly or indirectly resulting from, arising out
16 of, or related to:

- 17
18 (a) Performance or non-performance of any provision or requirement of this
19 AGREEMENT by WM, its officers, employees, agents, representatives or
20 contractors;
21 (b) Any act or omission of WM, its officers, employees, agents,
22 representatives or contractors;
23 (c) The failure of WM, its officers, employees, agents, representatives or
24 contractors to comply, in any respect, with the provisions and requirements
25 of all applicable permits and approvals and all applicable federal, state and
26 local laws and regulations regarding the LANDFILL ownership and
27 operations; and
28 (d) Any environmental release or emission or threatened release or emission,
29 at, onto, into, above, under, through or from the LANDFILL.

30
31 The extent of WM'S liability under this Section shall not exceed the amount of WM'S
32 proportionate share of fault.

33
34 14.02 The indemnitee must provide written notice to the indemnitor of the occurrence
35 of events giving rise to the indemnification obligations hereunder within thirty (30) days
36 after the indemnitee knows or should have known of such events. The indemnitee shall
37 cooperate in the defense of any such claim, whether involving a lawsuit or otherwise.
38 The indemnitee shall have the right to approve counsel chosen by the indemnitor, which
39 approval shall not be unreasonably withheld.

40
41 14.03 The COUNTY shall have the sole and exclusive discretion to appear or not
42 appear in defense of any claims arising out of this AGREEMENT. If the COUNTY
43 chooses not to appear, then WM shall have the sole right to contest, defend, litigate or
44 settle claims tendered provided that at least ten (10) days written notice of intention to
45 settle is given to the COUNTY.
46

1 14.04 The COUNTY does not under this Article waive or surrender any indemnity
2 available under any federal or state law. This Article shall survive termination or
3 expiration of this Agreement.
4

5 **ARTICLE XV - INSURANCE** 6

7 15.01 If WM should obtain and maintain Insurance coverage from a captive insurance
8 company then WM must provide the following types of coverage with limits that are
9 required by appropriate regulatory agencies or the following, whichever are greater:
10

- 11 (a) Commercial General Liability. Covering bodily injury and property
12 damage.
13 \$5,000,000 combined single limit per occurrence
- 14 (b) Pollution Legal Liability. Covering sudden, non-sudden and accidental
15 occurrences.
16 \$5,000,000 combined single limit per occurrence
17

18 The COUNTY shall have the right to review independently audited balance sheets and
19 financial statements of any captive insurance company and to approve such insurance
20 company.
21

22 15.02 If WM should obtain and maintain insurance coverage from a non-captive
23 insurance company than WM must obtain and maintain insurance coverage from an
24 insurance company reasonably acceptable to the COUNTY and licensed in the State of
25 Washington. Such insurance, as evidenced by Certificate(s) of Insurance, must provide
26 the following minimum coverage, limits, and provisions:
27

- 28 (a) Commercial General Liability. Covering bodily injury and property
29 damage.
30 \$5,000,000 combined single limit per occurrence
- 31 (b) Pollution Legal Liability. Covering sudden, non-sudden and accidental
32 occurrences.
33 \$5,000,000 combined single limit per occurrence
- 34 (c) Deductible. Any deductible or co-pay provisions over Twenty-Five
35 Thousand dollars (\$25,000) must have prior written approval of the
36 COUNTY.
37

38 15.03 Such insurance shall be maintained in full force and effect at WM's sole expense
39 throughout the entire term of this AGREEMENT.
40

41 15.04 WM shall provide the COUNTY certificates evidencing such Insurance. Such
42 coverage and policies shall not be canceled, reduced, modified or revoked without
43 providing the COUNTY thirty (30) days advanced written notice.
44

45 15.05 Providing coverage in the stated amount shall not be construed to relieve WM
46 from liability in excess of such limits.

1 15.06 In the event that the required insurance is not reasonably available despite
2 WM'S reasonable best efforts to obtain such insurance, WM shall secure policies with
3 substitute provisions providing as much protection as is reasonably available in the
4 insurance marketplace and as shall be approved in writing by the COUNTY.
5

6 15.07 In the event that any of the required insurance is obtained or maintained on a
7 "claims made" basis, WM shall at termination of this AGREEMENT obtain extended
8 discovery period coverage with respect to such insurance on such terms and with such
9 conditions as are provided for in this AGREEMENT and as shall be approved in writing
10 by the COUNTY.
11

12 **ARTICLE XVI – DESIGNATED HAUL ROUTES**

13

14 16.01 The COUNTY shall establish, and may from time-to-time revise, Designated
15 Haul Routes that Haulers shall use when delivering Acceptable Waste to the LANDFILL
16 or when leaving the LANDFILL. The COUNTY shall have absolute discretion in the
17 approval of transportation routes in order to minimize the impacts on COUNTY roads.
18

19 16.02 After receipt of the COUNTY'S Designated Haul Routes, WM shall develop,
20 submit to the COUNTY for approval, and implement a program for communicating the
21 Designated Haul Routes to all Haulers who transport Imported Waste to the LANDFILL
22 for disposal. This program shall include at a minimum the following elements:
23

- 24 (a) Posting of informational signs at the LANDFILL indicating the Designated
25 Haul Routes; and
- 26 (b) Development of written materials for distribution to Haulers entering the
27 LANDFILL indicating the Designated Haul Routes.
28

29 16.03 WM shall not knowingly accept Imported Waste from Haulers using
30 transportation routes other than the Designated Haul Routes. If the COUNTY has a
31 good faith reason for believing that Designated Haul Routes are not being used, the
32 COUNTY shall notify WM in writing and WM shall have seven (7) days after receipt of
33 such notice to implement fully corrective action or to take reasonable steps to
34 implement corrective action, and to provide adequate assurances of continuing future
35 compliance. After notice from the County, WM shall refuse to accept Imported Waste
36 from the identified Hauler until the Hauler begins using the Designated Haul Routes. If
37 this provision is violated more than three (3) times in any six (6) month period or five (5)
38 times in any twelve (12) month period, then the COUNTY may immediately commence
39 enforcement proceedings to compel compliance. If such violations are by the same
40 Hauler, WM shall suspend accepting Imported Waste from such Hauler for a period of
41 not less than twelve (12) months.
42

43 16.04 WM shall require that all Acceptable Waste being transported to the LANDFILL
44 be, at a minimum, contained within vehicles or transfer trailers covered with tarps or
45 equivalent control devices in order to maintain the cleanliness of the Designated Haul
46 Routes.

1
2 **ARTICLE XVII - CLOSURE AND POST CLOSURE**
3

4 WM shall comply with all applicable laws and regulations for closure and post-closure of
5 the LANDFILL. WM agrees to comply with all provisions of WAC 173-351-500 *Closure*
6 *and Post-Closure Care* as it now exists or may hereafter be amended.
7

8 **ARTICLE XVIII - NOTICES**
9

10 18.01 Any notice provided pursuant to this AGREEMENT shall be in writing and
11 personally delivered, or mailed certified mail return receipt requested, or transmitted by
12 facsimile. Notices to the other PARTY shall be directed, as follows:
13

14 To the County: Board of County Commissioners
15 Douglas County Courthouse
16 213 Rainier
17 P.O. Box 747
18 Waterville, WA 98858
19 Fax: (509) 745-9045
20

21 Copy to: Douglas County Prosecuting Attorney
22 Douglas County Courthouse
23 213 Rainier
24 P.O. Box 360
25 Waterville, WA 98858
26 Fax: (509) 745-8670
27

28 To WM: Waste Management of Washington, Inc.
29 c/o Ted Woodard
30 711-A N. Wenatchee Avenue
31 Wenatchee, WA 98801
32 P.O. Box 1440
33 Wenatchee, WA 98807
34 Fax: (509) 662-5675
35

36 Copy to: Waste Management of Washington, Inc.
37 General Counsel
38 7025 N. Scottsdale Rd, Suite 200
39 Scottsdale, AZ 85253
40 Fax: (480) 624-8488
41

42 18.02 Either PARTY may change the person(s) or address(es) in Section 18.01 by
43 providing written notice of such change to the other PARTY.
44

1 relating to, the execution, breach, interpretation, performance, termination,
2 enforcement, or nonperformance of this AGREEMENT, including without limitation, the
3 validity, scope, arbitrability, and enforceability of this AGREEMENT or any term or
4 provision thereof, whether expressed or implied, or relating thereto (the "Dispute"), shall
5 be resolved as follows:
6

7 (a) Good Faith Negotiations. WM and the COUNTY shall work together in
8 good faith to resolve the Dispute through negotiations. Either PARTY may
9 initiate negotiations by providing written notice to the other PARTY setting
10 forth the subject of the Dispute and the relief requested. The recipient of
11 such notice shall respond in writing within fourteen (14) business days with
12 a statement of its position on and recommended solution to the Dispute. If
13 the Dispute is not resolved by this exchange of correspondence, then
14 representatives of each PARTY having full settlement authority shall meet
15 at a mutually agreeable time and place within thirty (30) business days
16 after the date of the initial notice in order to attempt resolution of the
17 Dispute. The PARTIES agree to execute any document that is
18 reasonably necessary or desirable as a result of such negotiations to
19 evidence or effectuate the rights and duties of the PARTIES or to
20 implement the purpose of this AGREEMENT. If the Dispute is not
21 resolved by these negotiations, the matter shall be submitted to mediation,
22 if both Parties agree, or arbitration, if both PARTIES do not agree to
23 mediation: provided, that issues involving equitable relief or the involuntary
24 termination of the CUP shall not be subject to arbitration.
25

26 (b) Mediation. If the PARTIES are unable to resolve the Dispute through
27 negotiation and both PARTIES agree, the PARTIES shall attempt to
28 mediate the Dispute. If the PARTIES cannot agree within ten (10) days)
29 on appointment of a mediator, either PARTY may, with written notice to
30 the other PARTY, apply to the Douglas County Superior Court for
31 appointment of a mediator. The PARTIES shall mediate in good faith and
32 each shall pay one-half of the mediator's fees and cost. There shall be no
33 presentation of evidence or argument to the mediator. Decisions of or
34 recommendations by the mediator shall not be binding on the PARTIES.
35 All discussions and negotiations among the PARTIES and the mediator
36 shall remain confidential and privileged.
37

38 (c) Arbitration. If the Dispute is not resolved through negotiation or mediation,
39 or the PARTIES do not agree to mediation, the Dispute shall be submitted
40 to final and binding arbitration. The PARTIES shall participate in
41 arbitration in good faith and each shall pay one-half of the fees and costs
42 of the arbitrator. Arbitration shall be the sole binding process for any
43 dispute concerning the enforcement or interpretation this AGREEMENT,
44 other than issues involving equitable relief or the involuntary termination of
45 the CUP. If the PARTIES cannot agree within ten (10) days) on
46 appointment of an arbitrator, either PARTY may, with written notice to the

1 other PARTY, apply to the Douglas County Superior Court for appointment
2 of an arbitrator. The judicial appointment shall be final, conclusive and
3 binding. The Dispute shall be resolved and determined by the arbitrator
4 within thirty (30) business days after appointment. The decision of the
5 arbitrator shall be final, conclusive and binding on the PARTIES. A
6 judgment confirming the decision may be entered in the Douglas County
7 Superior Court.
8

9 **19.06 Remedies.** In the event that WM fails to complete fully corrective action or to
10 take reasonable steps to implement corrective action, and provide adequate
11 assurances of future full compliance, the COUNTY may seek damages, specific
12 performance of WM's obligations, enjoin WM's further operation of the LANDFILL,
13 terminate the CUP granted to the LANDFILL, or seek any other relief provided by law or
14 equity. These remedies are cumulative and the COUNTY need not elect one remedy to
15 the exclusion of other remedies.
16

17 **19.07 Attorney's Fees.** In any proceeding respecting this AGREEMENT each PARTY
18 shall pay all its own attorney's fees and other costs incurred.
19

20 **19.08 Governing Law and Venue.** This AGREEMENT shall be governed exclusively by
21 the laws of the State of Washington. Venue shall be in Douglas County or any county
22 adjacent to Douglas County.
23

24 **ARTICLE XX - FINANCIAL ASSURANCE**

25

26 WM shall comply with all applicable laws and regulations for financial assurance of the
27 LANDFILL. WM agrees to comply with all provisions of WAC 173-351-600 *Financial*
28 *Assurance Criteria* as it now exists or may hereafter be amended.
29

30 **ARTICLE XXI - WM ASSIGNMENT**

31

32 WM shall not assign any right or obligation under this AGREEMENT without the prior
33 written consent of the COUNTY. The COUNTY'S consent shall be subject to a
34 standard of reasonableness. If this AGREEMENT is assigned, as provided herein, it
35 shall be binding on and shall inure to the benefit of the PARTIES and their respective
36 successors and assigns. This Article shall not apply to an assignment to an affiliate of
37 WM or its parent corporation.
38

39 **ARTICLE XXII - DISSOLUTION OF COUNTY AND SUCCESSOR**

40

41 In the event that the COUNTY is dissolved or its solid waste functions and powers are
42 removed or otherwise repealed by legislative act, by referendum or by agreement, then
43 WM may at its option either terminate the AGREEMENT, or agree to have the
44 COUNTY'S duties, rights and remedies transferred to a specified successor to the
45 COUNTY, if one exists.
46

1
2 **IN WITNESS WHEREOF**, the PARTIES hereby enter into this AGREEMENT. Each
3 person signing this AGREEMENT represents and warrants that he or she has been
4 duly authorized to enter into this AGREEMENT by the PARTIES on whose behalf it is
5 indicated that the person is signing.
6

7
8 Date: 7-28-04

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



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14 Mary Hunt
Chair

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24 Don Jones
Vice Chair

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[Signature]
Member

Attest:

Approved as to Form:

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Dagnal Smith
Clerk of the Board

[Signature]
Prosecuting Attorney

Date: June 21, 2004

WASTE MANAGEMENT OF
WASHINGTON, INC.

By [Signature]
Signature

JAMES W. DE SENA VICE-PRESIDENT
Print Name and Title



Appendix A

Legal Description

Appendix A

LEGAL DESCRIPTION GREATER WENATCHEE REGIONAL LANDFILL AND RECYCLING CENTER

Tax Parcel Numbers

Tax Parcel Number	Current Owner	Comments
22211420001	Waste Management	Currently used for landfill operations
22211410002	Waste Management	Currently used for landfill operations
22211130000	Waste Management	Contemplated for future use for landfill operations
22211420002	Waste Management	Contemplated for future use for landfill operations
22211420004	Wenatchee Red Apple Flyers	Contemplated for future acquisition and use for landfill operations, only after Red Apple Flyers are relocated
22211420003	Wenatchee Red Apple Flyers	Contemplated for future acquisition and use for landfill operations, only after Red Apple Flyers are relocated

Appendix B

Permitting Agreement

Appendix B

PERMITTING AGREEMENT

THIS AGREEMENT is made this day by and between Douglas County Transportation and Land Services (the Department), on behalf of Douglas County, a political subdivision of the State of Washington (the County), and Waste Management of Washington, Inc., a Delaware corporation (WMW).

WHEREAS, WMW owns and operates the Greater Wenatchee Regional Landfill and Recycling Center (GWRLRC) at East Wenatchee, Douglas County, Washington, and desires to expand the GWRLRC;

WHEREAS, WMW desires to have its expansion approvals processed in a timely and efficient manner;

WHEREAS, WMW's proposal for expansion is a proposal entirely initiated and sponsored by WMW;

WHEREAS, the GWRLRC is subject to the requirements of the Douglas County Code and the contemplated expansion of the GWRLRC requires application for and approval of a conditional use permit;

WHEREAS, the Department has lead agency status, in accordance with WAC 197-11-932, for ensuring proper review under the State Environmental Policy Act, Ch. 43.21C RCW (SEPA);

WHEREAS, processing WMW's conditional use permit and administering SEPA will require professional, staff and consultant services which would otherwise not be required of the Department;

WHEREAS, paying the costs for additional services incurred by the County will enable the Department to respond to WMW's permitting and SEPA needs in a timely and efficient manner without creating additional financial burdens to the Department or the residents of Douglas County;

WHEREAS, Douglas County has established a fee schedule that requires project applicants to pay the costs, fees and expenses incurred by the Department for professional, staff and consultant work which must be performed in the course of project review.

NOW, THEREFORE, in consideration of the foregoing mutual promises and consideration, the parties do hereby agree as follows:

1. Required Approvals and Procedures.

1.1 Conditional Use Permit. Expansion of the GWRLRC requires issuance of a Conditional Use Permit (CUP) by the County. The County will process the CUP in accordance with best practices under the County's applicable codes and laws. The County does not guarantee success of the permit application and/or the issuance of an affirmative notice of action.

1.2 Environmental Review. The State Environmental Policy Act (RCW Chapter 43.21C and WAC 197-11) (SEPA) requires an analysis of any probable significant adverse environmental impacts associated with the expansion of GWRLRC. As Lead Agency, the County is responsible for ensuring compliance with SEPA.

2. WMW's Obligations.

2.1 Permit Application. Following a preapplication meeting, WMW shall submit an application for a CUP and a filing fee in accordance with the Department's fee schedule. WMW is responsible for preparing additional materials and documents necessary for the Department to deem the application complete.

2.2 Environmental Analysis. As part of the application process for a CUP for expansion of the GWRLRC, an environmental review shall be conducted to identify any probable significant adverse environmental impacts. The environmental analysis shall be conducted in accordance with SEPA, the County's SEPA policies and any other applicable laws.

(a) WMW shall include with the CUP application an environmental checklist consistent with WAC 197-11-160.

(b) WMW will prepare, under the County's direction, an environmental impact statement analyzing probable significant adverse environmental impacts identified through the checklist review and a public scoping process which will inform decision makers and the public of reasonable on-site alternatives, including mitigation measures that would avoid or minimize probable significant adverse environmental impacts, in accordance with WAC 197-11-440. The scope of the environmental review contained in the EIS will be determined through the processes outlined in WAC 197-11-408 and 410.

2.3 Other Permits. WMW will apply for and seek to obtain all other approvals necessary for the expansion and operation of GWRLRC, including but not limited to a solid waste handling permit from the Chelan-Douglas County Health District (CDHD). The CDHD is an independent permitting agency with jurisdiction.

3. The County's Obligations.

3.1 CUP Processing. The Department will use best efforts to process the CUP in a timely fashion, and to comply with the statutory deadlines for project review under Douglas County Code (DCC) Title 14. The Department will analyze and apply County development regulations and other applicable codes to the CUP. The Department will give a notice of application to the public and the departments and agencies with jurisdiction in accordance with DCC Title 14.

3.2 SEPA Compliance.

(a) Other agencies with jurisdiction over the expansion and operation of GWRLRC will be identified during the scoping process.

(b) This Agreement does not preclude the need to address probable significant adverse environmental impacts raised by the public or by other federal, state, regional or local agencies. The County will circulate the environmental checklist and conduct a public scoping process to solicit comments regarding probable significant adverse environmental impacts and mitigation measures from the public and the departments and agencies with jurisdiction.

(c) Project review will be used to identify specific project design and conditions relating to the expansion and operation of GWRLRC to mitigate probable adverse environmental impacts. The Department may determine that the requirements for environmental analysis and mitigation measures in development regulations and other applicable laws provide adequate mitigation for some or all of the project's specific adverse environmental impacts to which the requirements apply.

3.3 Coordination of Review. The County will coordinate County agency and department review on any approvals necessary for the expansion and operation of GWRLRC to ensure an integrated and consolidated permit review process for all County nonexempt licenses. The County permit review shall be consistent with DCC Title 14 for quasi-judicial review. Other agencies of local, state, regional or federal government that may have jurisdiction over some aspect of the application will be identified through the scoping process. The County will offer such agencies the opportunity to combine any required hearing processes with the County's hearing process so that only a single open record proceeding may be used for all other permit applications for the expansion and operation of GWRLRC, including but not limited to the CDHD.

4. Review Fees and Costs.

4.1 WMW agrees to pay to the Department all fees, expenses and costs incurred for review and processing of WMW's proposal, in the following amounts:

(a) Department Costs. Actual costs incurred for employee (hourly wage, plus benefits and employment taxes), hearings officers, equipment, reproduction and copying, long distance telephone, postage, publication, travel, supplies and out-of-pocket expenses, including third party drafting and engineering services, in the amounts established by a fee schedule for development permit applications and environmental reviews, attached herein and incorporated by this reference. The Department agrees that all fees will be in accordance with the Department's fee schedule.

(b) Consultant Costs. WMW shall pay for environmental consultants retained by the Department. Environmental consultants shall be selected by the County and approved by WMW. The cost of environmental consultants shall be based upon time and materials. All consultant fees shall be for services and costs that are reasonably necessary for environmental review.

5. Scope of Work and Review Budget.

The Department shall provide an estimated project review schedule, scope of work to be performed, and an estimated budget to WMW. On a quarterly basis, the Department shall provide WMW with updated estimated schedule, scope of work and budget information. In the event that review fees and costs are projected to increase more than 10% over the estimated amounts budget, then the basis for such changes shall be provided to WMW. The parties shall discuss such budget increases. WMW may propose alternatives to the Department, if WMW believes that the scope of review and budgeted fees and costs may be adjusted without affecting the quality of permit review. The Department shall, in its sole discretion, determine when and if the scope of review, fees and costs should be adjusted. |

6. Payment Procedures.

The Department shall submit invoices to WMW monthly, providing copies of all professional, staff and consultant invoices for costs, expenses and fees incurred during the prior month. Payment shall be due from WMW within thirty (30) days after billing.

WMW agrees to pay all permit and review fees and all expenses and costs incurred by the Department, consistent with the Department's fee schedule, and all consulting fees due under this Agreement, prior to the scheduling of a public hearing on the WMW's permit application. The WMW hereby waives any and all time limits applicable to Douglas County scheduling a public hearing until such time as payment to the Department is made in full.

In the event WMW abandons or withdraws its permit application, WMW shall pay all fees and costs due to the Department, including fees and costs of third party drafting, engineering and consultant services, within thirty (30) days after a final billing is issued by the Department.

7. County Authority Retained.

The Department does not expressly or impliedly warrant the success of the WMW permit application and/or the issuance of an affirmative notice of action. The Department's assistance to the WMW does not preclude the need to address impacts raised by the public or by other federal, state or local agencies. In the event of any legal proceeding to challenge the WMW's permit application, any environmental determination or any other aspect of the WMW's proposed project, the parties shall be each responsible for their own court costs and legal fees.

Nothing in this Agreement shall be construed as abrogating the County's requirement and ability to remain independent and be free from improper influence in the exercise of its governmental functions in reviewing the conditional use permit and administering SEPA. This Agreement is undertaken without any commitment or obligation by the County that would in any

way impair or compromise the County's duty to objectively and independently carry out its governmental responsibilities and duties.

Date: _____

DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Chair

Vice Chair

Member

Attest:

Approved as to Form:

Clerk of the Board

Prosecuting Attorney

Date: _____

WASTE MANAGEMENT OF
WASHINGTON, INC.

By _____
Signature

Print Name and Title

Appendix C

Douglas County Universal Agricultural Pest Protocol Procedures

Appendix C

DOUGLAS COUNTY UNIVERSAL AGRICULTURAL PEST PROTOCOL PROCEDURES

RECITALS

WHEREAS, the Board of County Commissioners recognize that the introduction of agricultural pests into Douglas County could be economically devastating to the established agricultural industry within Douglas County; and

WHEREAS, it is necessary for the Board of County Commissioners to establish a universal agricultural pest protocol for the importation of solid waste into Douglas County in order to conform to the adopted *Douglas County Comprehensive Solid Waste Management Plan*; and

WHEREAS, the Board of County Commissioners has the authority to establish a universal agricultural pest protocol in order to protect the established agricultural industry within Douglas County; and

WHEREAS, this *Douglas County Universal Agricultural Pest Protocol*, hereafter referred to as the PROTOCOL has been reviewed and approved by the Douglas County Solid Waste Advisory Committee (SWAC).

NOW THEREFORE, the Board of County Commissioners hereby adopts the following PROTOCOL:

ARTICLE I -- DEFINITIONS

The following definitions shall be used in the PROTOCOL:

“Acceptable Waste” means all Imported Waste that has been identified by the WSDA the potential of introducing or spreading an Agricultural Pest and that has been subject to review and approval by the Subcommittee for stockpiling, land application, processing or disposal at the Greater Wenatchee Regional Landfill and Recycling Center, hereafter referred to as the LANDFILL.

“Agricultural Pests” means, but is not limited to, a living stage of any insect, mite, or other arthropod; nematode; slug, snail, or other mollusk; protozoa, or other invertebrate animals; bacteria; fungus; virus; viroid; phytoplasma; weed or parasitic plant; or any organism similar to or allied with any of the plant pests; or any infectious substance; which can directly or indirectly injure or cause disease or damage to any plant or plant product or that threatens the diversity or abundance of native plants.

“Chair” means the Chair of the Douglas County Agricultural Technical Advisory Committee.

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"Douglas County" means the unincorporated areas of Douglas County, a political subdivision of the State of Washington.

"Health District" means the Chelan-Douglas Health District or any successor jurisdictional health authority with permitting jurisdiction over the LANDFILL or any Intermediate Solid Waste Handling Facility located within Douglas County.

"Imported Waste" means all Acceptable Waste which is known to have originated from outside Douglas County.

"Solid Waste" means any Solid Waste as defined within RCW 70.95.030 as it now exists or may hereafter be amended.

"Subcommittee" means the Agricultural Pest Subcommittee of the Douglas County Agricultural Technical Advisory Committee (TAC) responsible for the identification, risk assessment, control procedures and appropriate monitoring methods necessary to control the introduction of Agricultural Pests into Douglas County associated with the importation of Solid Wastes into the LANDFILL.

"Unacceptable Waste" means any and all Solid Waste:

- (a) That is prohibited from disposal at the LANDFILL by state or federal law, regulations, rule, code, permit, or permit condition, or by jurisdictional health authority; or
- (b) That has been identified by the WSDA as having the potential of introducing or spreading an Agricultural Pest and has not been approved for disposal at the LANDFILL by the Subcommittee; or
- (c) That is prohibited from disposal at the LANDFILL by the Subcommittee; or
- (d) Any other Solid Waste not expressly included in Acceptable Waste as defined above.

"WSDA" means the Washington State Department of Agriculture or any successor state agency.

ARTICLE II – PURPOSE

The purpose of this PROTOCOL is to establish a screening process that will provide a reasonable level of protection to the established agricultural industry of Douglas County with regard to the identification, risk assessment, control procedures and appropriate monitoring methods necessary to control the introduction of Agricultural Pests into Douglas County associated with the disposal of Imported Waste at the LANDFILL.

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ARTICLE III – SCREENING PROCESS

Notification: The LANDFILL shall notify the Chair immediately as soon as it becomes aware of any of the following “Infestation Risks” occur:

- (a) If it proposes to accept for disposal Imported Waste from any county, municipal corporation, province and/or country that have been identified by the WSDA as having established Agricultural Pest infested areas;
- (b) If an Agricultural Pest that does not exist within Douglas County has been found within an importing county, municipal corporation, province and/or country from which Imported Waste is being accepted for disposal;
- (c) If an Agricultural Pest that did not exist within Douglas County prior to disposal of Imported Waste from a particular importing county, municipal corporation, province and/or county has been detected at the LANDFILL;
- (d) If the treatment, containment, transport, disposal and monitoring of Imported Waste from a particular importing county, municipal corporation, province and/or country presents a significant risk of the introduction and spread of an Agricultural Pest within Douglas County;
- (e) If WM knows of any additional information specific to the purpose and effectiveness of the PROTOCOL.

Entomologist Assessment: Within three (3) calendar days after notification (or anytime prior to accepting Imported Waste that presents Infestation Risk of subsection (a) above), the LANDFILL shall submit an Entomologist Assessment to the Chair identifying any known Agricultural Pest and its potential threat level to the established agricultural industry within Douglas County. This Entomologist Assessment shall be prepared by a Subcommittee-approved professional Entomologist, which approval shall not be unreasonably withheld.

Subcommittee Review: Within fourteen (14) days after receiving the Entomologist Assessment, the Chair shall convene a Subcommittee meeting to review the Assessment. The Subcommittee shall, based upon existing information and the combined knowledge and expertise of the Subcommittee members determine whether the importation of Solid Waste into the LANDFILL poses a threat to the established agricultural industry within Douglas County. Within three (3) business days following the Subcommittee’s meeting, the Subcommittee shall prepare a written statement declaring the Imported Waste as (1) Unacceptable Waste or (2) Acceptable Waste or (3) Acceptable Waste so long as certain operational conditions are met, with regard to the potential threat upon the established agricultural industry within Douglas County and submit it to the following entities:

- (a) The LANDFILL;
- (b) The Douglas County Land Services Director;
- (c) The Health District;
- (d) The Countywide Solid Waste Program Office.

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Subcommittee Report: If the Subcommittee declares the Imported Waste is Acceptable Waste so long as certain operational conditions are met, the Subcommittee shall have sixty (60) days after the initial Subcommittee Review to develop a pest-specific agricultural pest protocol. Each agricultural pest protocol shall address the treatment, containment, transport, disposal and monitoring methods specific to each identified agricultural pest which the Subcommittee believes may pose a threat to the established agricultural industry within Douglas County. Once the Subcommittee members have developed the specific agricultural pest protocol, the Chair shall prepare a written Subcommittee report, including the specific agricultural pest protocol and submit it to the following entities:

- (a) The LANDFILL;
- (b) The Douglas County Land Services Director;
- (c) The Health District;
- (d) The Countywide Solid Waste Program Office.

ARTICLE IV – AGRICULTURAL PEST MONITORING PROGRAM

Monitoring Program. The LANDFILL shall establish and maintain a Subcommittee-approved agricultural pest monitoring program at the LANDFILL. This agricultural pest monitoring program may be of a general nature or specific to an identified Agricultural Pest(s). The oversight of this agricultural pest monitoring program shall be through a third party who is a Subcommittee-approved professional Entomologist. Upon detection of an Agricultural Pest that the Entomologist believes poses a significant risk to the established agricultural industry the LANDFILL shall be notified immediately. Upon notification, the LANDFILL has three (3) calendar days to notify the Chair of the detection, identification and potential threat level to the established agricultural industry.

Agricultural Pest Monitoring Report: The Subcommittee-approved Entomologist shall prepare an annual *Agricultural Pest Monitoring Report* and submit it to the Chair by September 30 of each year. This *Agricultural Pest Monitoring Report* shall contain, at a minimum, the following information:

- (a) Name of the Entomologist;
- (b) Address of the Entomologist;
- (c) Business phone of the Entomologist;
- (d) Brief explanation of the purpose of the agricultural pest monitoring program;
- (e) Brief explanation of the monitoring method(s) utilized in the agricultural pest monitoring program;
- (f) Monitoring dates of the agricultural pest monitoring program;
- (g) Map of the LANDFILL showing the location(s) of the agricultural pest monitoring program;
- (h) Results of the agricultural pest monitoring program;
- (i) Professional summary of the outcomes of the agricultural pest monitoring program;
- (j) Suggested changes or additions to the agricultural pest monitoring program for the upcoming year.

Appendix C

ARTICLE V – APPEALS

Establishment of a specific agricultural pest protocol by the Subcommittee shall be final and binding upon Douglas County and the LANDFILL, though subject to appeal. Douglas County and/or the LANDFILL may file an appeal of the Subcommittee Report to the Douglas County Hearing Examiner if they believe they have been aggrieved. All appeals must be made in writing to the Douglas County Hearing Examiner and served on all necessary parties within twenty-one (21) calendar days after the date of issuance of the Subcommittee Report. The Notice of Appeal shall contain, at a minimum, a concise statement identifying:

- The name and address of the appellant and its attorney or representative;
- The specific agricultural pest protocol being appealed;
- The specific reasons why the appellant believes the Subcommittee Report is erroneous, including identification of each finding of fact, each conclusion, and each condition or action ordered which the appellant alleges is erroneous. The appellant shall have the burden of proving the decision is erroneous.
- The specific relief sought by the appellant.

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 Douglas County Solid Waste and Moderate Risk Waste Management Plan

2. Name of applicant:

Countywide Solid Waste Programs of Douglas County

3. Address and phone number of applicant and contact person:

Becci Piepel, Program Director
Countywide Solid Waste Programs of Douglas County
140 19th Street NW
East Wenatchee, WA 98802
(509) 888-6613

4. Date checklist prepared:

October 12, 2017

5. Agency requesting checklist:

Douglas County and the Washington State Department of Ecology (Ecology)

6. Proposed timing or schedule (including phasing, if applicable):

Douglas 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 first quarter of 2018, 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 Plan review and potential update 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 Douglas County solid waste and moderate risk waste (MRW) management plans including the *2010 Douglas County Comprehensive Solid Waste Management Plan* (the "2010 Plan"). A SEPA Environmental Checklist was completed for the 2010 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 Douglas County Board of County Commissioners; the cities and towns of Bridgeport, East Wenatchee, Mansfield, Rock Island and Waterville; the Douglas 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 Douglas 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 to the Waste Management Greater Wenatchee Regional Landfill through a Voluntary Host Agreement between Douglas County and Waste Management of Washington, Inc.; compliance with the Douglas County Solid Waste Importation Ordinance and the Douglas County Universal Agricultural Pest Protocol Procedures.

Specific objectives of the Plan include the following:

- Provide convenient and reliable services for managing solid waste materials.
- Promote the use of innovative and economical waste handling methods.
- Emphasize waste reduction as a fundamental management strategy.
- Encourage recovery of marketable resources from solid waste.
- Encourage public/private partnerships for waste reduction and recycling programs.
- Increase public awareness on solid waste issues and provide citizens with information and education to implement recommended waste management practices.
- Reduce the environmental impacts on climate, air, water and land that are associated with waste generation, transportation, handling, recycling and disposal.
- Comply with federal, state and local solid waste and MRW regulations.
- Recognize and support local conditions associated with the management of solid waste and MRW.

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 Douglas County excluding the Town of Coulee Dam which is under the jurisdiction of Grant County for the purpose of solid waste and MRW planning. Figure 5-1 of the Plan provides a map of existing Douglas 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 _____

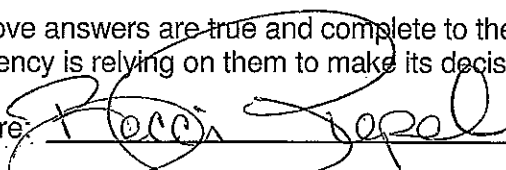
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

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: _____



Name of signee: Becci Piepel

Position and Agency/Organization: Program Director, Countywide Solid Waste Programs of Douglas County

Date Submitted: October XX, 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:

- Provide convenient and reliable services for managing solid waste materials.
- Promote the use of innovative and economical waste handling methods.
- Emphasize waste reduction as a fundamental management strategy.
- Encourage recovery of marketable resources from solid waste.
- Encourage public/private partnerships for waste reduction and recycling programs.
- Increase public awareness on solid waste issues and provide citizens with information and education to implement recommended waste management practices.
- Reduce the environmental impacts on climate, air, water and land that are associated with waste generation, transportation, handling, recycling and disposal.
- Comply with federal, state and local solid waste and MRW regulations.
- Recognize and support local conditions associated with the management of solid waste and MRW.

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 special wastes through a cooperative effort with the Chelan-Douglas Health District, Waste Management, Inc. of Washington (WMW) and Ecology.
- SW2) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.
- SW3) Promote proper reuse, recycling and disposal of construction and demolition (C&D) wastes.
- SW4) Partner with private organizations such as the Habitat for Humanity of the Greater Wenatchee Area to promote recycling and reuse of C&D wastes and building materials.

SW5) Develop an internal plan for handling and disposal of disaster debris, in coordination with WMW, the Chelan-Douglas Health District, and Douglas County Emergency Management.

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 2010 Douglas County Countywide 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, 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 J. WUTC Cost Assessment



APPENDIX J - WUTC COST ASSESSMENT QUESTIONNAIRE

INTRODUCTION

By state law (RCW 70.95.090), solid waste management plans are required to include:

“(8) 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 [Washington] 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 Douglas 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.

DOUGLAS COUNTY COST ASSESSMENT QUESTIONNAIRE

PREPARED BY Josiah Close, HDR

TELEPHONE: (425) 450-6245 (office)

DATE: October 2, 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 one (1), Year three (3) is 2020, and Year six (6) is 2023. Douglas County’s fiscal year is the same as the calendar year, that is, January through December. Douglas County worked in conjunction with local governments to develop a county wide comprehensive plan. No other jurisdictions have developed a plan exclusive of Douglas 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 one, three, and six. The 2016 population of 40,538 was taken from Table 2-1 of the Plan and is utilized as the starting point. Population estimates were then projected for 2018, 2020, and 2023 by extrapolating the projected population growth.

Year	Plan Year	Douglas County Population	Percentage Change [1]
2018	1	41,928	3.4%
2020	3	43,435	3.6%
2023	6	45,615	5.0%

[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 10.01 pounds per person per day, as detailed in Table 2-2 of the Plan.

Year	Plan Year	Waste Generation (Tons)	MSW Disposed (Tons)	Recycled & Diverted (Tons)	Other Waste (Tons)
2018	1	76,595	63,817	4,289	8,489
2020	3	79,348	66,110	4,443	8,794
2023	6	83,331	69,429	4,667	9,236

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 (10.01 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 8.34 pounds or 3,044 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 a variety of sources including the sold waste host fee (to cover operating expenses), haulers fee, Department of Ecology grants, and the sale of junk.

Waste Reduction Programs

Waste reduction is essential as the avoidance of waste creation is more beneficial than prudent waste handling such as recycling and/or composting. There are a number of different ways to achieve waste reduction as shown in the Douglas County Plan Section 3.0 and following are examples:

- Waste collection fees on a "Pay-As-You-Throw" basis for pricing
- Public education and outreach programs supporting waste reduction and reuse, recycling, and organics management
- Urban area residential curbside recycling service
- Rural area residential recycling via community recycling centers
- Public event recycling
- Incentivize recycling; no charge for certain types of materials and payment for commodities like aluminum or copper

The costs of providing the waste reduction programs are included within Douglas County's overall Solid Waste Division budget.

Recycling Programs

Curbside recycling collection services are the responsibility of Cities within their own incorporated areas. Currently, these services are available in the urban growth areas of Douglas County as well as in East Wenatchee and in Rock Island. Although curbside recycling is not available in the more rural areas of the County, there are community recycling centers in Bridgeport, Mansfield, Rock Island, and Waterville as well as numerous recycling collection trailers in unincorporated areas of Douglas County. At these centers and trailers, most materials are accepted at no fee.

Solid Waste Collection Programs

The collection of solid waste within the incorporated cities and towns of Douglas County is the primary responsibility of the local governments. There are a number of ways that this collection can be handled but most frequently it is done by either municipal employees or contracted through a permitted solid waste carrier. For Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville a number of different private solid waste carriers are contracted for the collection of solid waste. In the unincorporated areas of Douglas County, there are three private companies that are permitted to provide solid waste collection, Sunrise Disposal, Inc (SD), Waste Management of Washington,



Inc (WMW), and Zippy Disposal Services, Inc (ZDS). Consolidated Disposal Services, Inc. (CDS) collects waste within the incorporated areas of Mansfield and Waterville. Shown below is a summary of the solid waste collection by entity and includes the responsible party for collection.

Collections within Douglas County							
City of Town	Collection Entity	2018		2020		2023	
		Population	Tons	Population	Tons	Population	Tons
Bridgeport	ZDS	2,565	3,904	2,657	4,045	2,791	4,248
East Wenatchee	WMW	13,963	21,254	14,465	22,018	15,191	23,123
Mansfield	CDS	341	520	354	538	371	565
Rock Island	WMW	998	1,519	1,034	1,574	1,086	1,653
Waterville	CDS	1,205	1,834	1,248	1,900	1,311	1,995
Unincorporated Area	WMW, SD, ZDS	22,853	34,785	23,674	36,036	24,862	37,844
Total	-	41,925	63,817	43,432	66,110	45,612	69,429

* Projected 2018, 2020, and 2023 based on assumed waste generation rates and population growth rates applied to 2016 data

Energy Recovery & Incineration Programs

This section is not applicable to Douglas County as waste is collected and hauled by contracted agency to a landfill site not owned or operated by Douglas County.

Land Disposal Program

Douglas County does not currently own or operate any landfill facilities. Refuse collected by contracted agencies in the service area is disposed at the Greater Wenatchee Regional Landfill (GWRL).

General Operating

The general operating costs for Douglas County shown below are based on cost figures escalated from the 2017 budget by assumed inflationary factors.

	2018	2020	2023
Total Administrative Costs	\$362,168	\$384,224	\$419,900
MSW Tons	63,817	66,110	69,429
Cost per MSW Ton	\$5.68	\$5.81	\$6.05

Funding Mechanisms

System costs reported in this questionnaire are funded by the solid waste host and haulers fees which are charged for the funding of Douglas County's program. The fee's



are specifically for compliance, disposal, and road maintenance. Additional funding is also provided by the sale of junk, state grants, and other miscellaneous revenues. Provided in the table below is a summary of the revenues received by Douglas County based on the financial plan.

Funding Source	2017 Amount	Funding Percentage
Solid Waste Host Fee	\$90,000	21.2%
Haulers Fee	196,463	46.3%
Sale of Junk	2,600	0.6%
State Grants	135,230	31.9%
Other Misc. Revenue	0	0.0%
Total Funding Sources	\$424,293	

Of note is the operations of Douglas County's solid waste program is not funded by a traditional tipping fee but rather based on a fee charged on the solid waste tonnage disposed at the GWRL which is run by WMW. These fees are part of an existing agreement between Douglas County and WMW and the tipping fees at the landfill are set by WMW. Therefore, the costs associated with running the Douglas County solid waste program are not directly related to tipping fees at the landfill.

The following table is the summarized financial review for Douglas County for budget year 2017 and projected for 2018 through 2023. The table is based on the analysis performed for Douglas 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%
- Benefits – 3.5%
- Materials & Supplies – 3.0%
- Miscellaneous – 1.5%

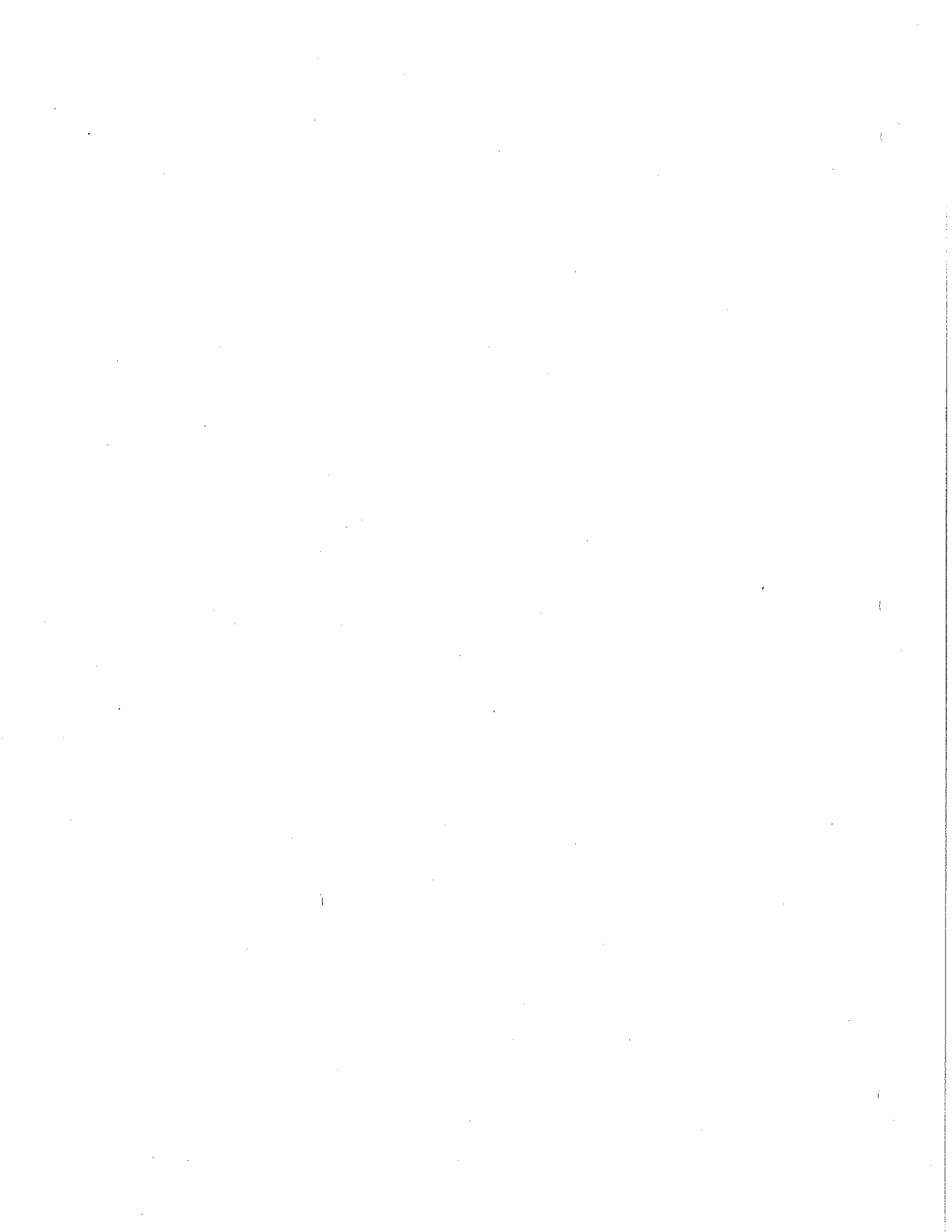
As can be seen from the table below, Douglas County is not currently covering the operating expenses of the solid waste program with the revenues received from the fees, grants, and miscellaneous sources. Given this, Douglas County will need to address the revenue shortfall in the future in order to fully fund the operating and capital needs of the solid waste program.



Douglas County Projected Budget 2017 to 2023 (\$000s)							
Costs	2017	2018	2019	2020	2021	2022	2023
Revenues							
Rate Revenues	\$286	\$289	\$292	\$295	\$298	\$301	\$304
Revenue from Rate Adj.	0	0	0	0	0	0	0
Other Misc. Revenue	<u>\$138</u>	<u>\$139</u>	<u>\$141</u>	<u>\$142</u>	<u>\$143</u>	<u>\$145</u>	<u>\$146</u>
Total Revenue	\$424	\$429	\$433	\$437	\$442	\$446	\$450
Expenses							
General Operating	\$352	\$362	\$373	\$384	\$396	\$408	\$420
Total Taxes & Transfers	0	0	0	0	0	0	0
Rate Funded Capital	\$119	\$120	\$120	\$120	\$120	\$120	\$120
Net Debt Service	0	0	0	0	0	0	0
Reserve Funding	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenses	\$470	\$482	\$493	\$504	\$516	\$528	\$540
Net Income	(\$46)	(\$54)	(\$60)	(\$67)	(\$74)	(\$82)	(\$90)



Appendix K. Comment and Response Summary



Comments have not yet been made to this Plan.
Comments and a summary of responses and updates to the draft Plan will be included in the final version of the Plan.

